



AGENDA

FOR THE

REGULAR BOARD OF ALDERMEN MEETING

OF

MONDAY, MARCH 21, 2016

AT THE

MANCHESTER POLICE FACILITY
200 HIGHLANDS BOULEVARD DRIVE



REGULAR MEETING OF THE BOARD OF ALDERMEN

NEXT BILL: 16-2251
NEXT ORD: 16-2135
NEXT RES: 16-0559

DATE: MONDAY, MARCH 21, 2016 – 7:00 p.m.

MEETING TO BE HELD AT THE POLICE FACILITY
200 HIGHLANDS BOULEVARD DRIVE

PUBLIC HEARING: Special Use Permit Request regarding fence
extension and new shelter at 948 Carman Road

AGENDA

PAGE NO.

1. Call to Order:
 - a. Pledge of Allegiance to the Flag
 - b. Invocation
2. Roll Call and Statement of Quorum
3. Approval of the Minutes:
 - a. Minutes of the Regular Board of Aldermen meeting of Monday, March 7, 2016 1 - 6
4. Establishment of Order of Items on the Agenda
5. Consideration of Petitions and Comments from the Public
 - a. Comments from the Public
6. Reports from the Mayor

- a. Presentation of Certification Award to City Clerk Ruth Baker
 - b. Mayoral Report
7. Reports from the City Administrator
- a. List of Paid Bills (Warrant dates of March 6 – March 19, 2016) 7 - 23
8. Reports from Committees
- a. Planning and Zoning Commission
 - b. Homecoming Committee
 - c. Manchester Arts
9. Action on Old Bills
- a. There are none.
10. Introduction of New Bills
- a. Bill approving creation for Lafayette Center Community Improvement District – Alderman Baumann 24 - 57
 - b. Bill approving Development Agreement for Lafayette Center – Alderman Stevens 58 -- 107
 - c. Bill amending the Code of Ordinances relating to commercial outdoor cooking – Alderman Clement 108 - 113
 - d. Bill authorizing release of escrow deposit for Tuscan Valley – Alderman Hamill 114 - 117
 - e. Bill approving Special Use Permit for fence extension and new shelter at 948 Carman Road – Alderman Ottenad 118 - 130
***EMERGENCY LEGISLATION REQUESTED
BY IHC CONSTRUCTION***
11. Miscellaneous
- a. Comments from the Public

12. Executive Session

- a. Closed Meeting pursuant to Section 610.021 (2) of the Revised Statutes of the State of Missouri pertaining to the lease, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

13. Adjournment

Note: Due to ongoing City business, all meeting agendas should be considered tentative.

If you are a person with a disability or have special needs in order to participate in this public meeting, please contact City Administrator Andy Hixson no later than 72 hours before the meeting.

For more information, call:

636-227-1385 VOICE

1-800-735-2966 TDD

1-800-735-2466 RELAY MISSOURI

Posted Friday, March 18, 2016 at 11:30 a.m.



City of Manchester
14318 Manchester Road
Manchester, Missouri 63011

(636) 227-1385

PUBLIC HEARING NOTICE

The City of Manchester Board of Aldermen shall hold a public hearing on Monday, March 21, 2016 at 7:00 p.m. at the Manchester Police Facility, 200 Highlands Boulevard Drive, to consider the following:

- A. **CASE #16-SUP-001** – A request for a Special Use Permit has been made by IHC Construction, LLC on behalf of Metro State Transportation to extend the existing chain link fence and construct new shelter for communication equipment at 948 Carman Road. The property is zoned R-2A Single Family Residential.



**MINUTES OF THE REGULAR BOARD OF ALDERMEN MEETING
OF MONDAY, MARCH 7, 2016
AT 200 HIGHLANDS BOULEVARD DRIVE**

1. CALL TO ORDER

Mayor David L. Willson called the Regular Board of Aldermen meeting to order at 7:00 p.m.

2. ROLL CALL AND STATEMENT OF QUORUM

Roll call showed those present were Alderman Clement, Alderman Stevens, Alderman Hamill, Alderman Ottenad, Alderman Baumann, Alderman Diehl, Mayor Willson and Attorney Gunn. A quorum was present.

3. APPROVAL OF THE MINUTES

a. Minutes of the Regular Board of Aldermen meeting of Tuesday, February 16, 2016

Alderman Hamill made the motion to approve the Minutes of the Regular Board of Aldermen meeting of Tuesday, February 16, 2016. The motion was seconded by Alderman Clement and carried unanimously, without objection.

4. ESTABLISHMENT OF ORDER OF ITEMS ON THE AGENDA

Alderman Ottenad stated she would like to add Agenda Item 8 (c) for a report for the Manchester Homecoming Committee.

Alderman Clement made the motion to approve the Order of Items on the Agenda as amended. The motion was seconded by Alderman Ottenad and carried unanimously, with no objection.

5. CONSIDERATION OF PETITIONS AND COMMENTS FROM THE PUBLIC

a. Recognition of Administrative Assistant Kimberly Fels

Agenda Item 3a

City Administrator Andy Hixson stated they wanted to recognize Kimberly Fels, the Administrative Assistant for the Planning and Zoning Department, for getting her Chancellor's Certificate in Planning and Zoning.

b. Introduction of New Parks Department Employee

Director of Parks and Recreation Eileen Collins introduced Katherine "Kat" Douglas. Director Collins stated that "Kat" has her Masters Degree in Fine Arts from Washington University. She has tremendous experience in working with the Regional Arts Council.

Alderman Clement stated that "Kat" is a great addition, and the Art's Board is feeling a big sigh of relief because she is taking a lot off their shoulders.

c. Comments from the Public

Mr. Rick Stream stated he is running for State Senate, and he wanted to introduce himself.

Mayor Willson announced that there were five boy scouts in the audience from two different troops. The scouts are working on their "Citizenship in the Community" merit badge.

6. REPORTS FROM THE MAYOR

a. Mayoral Report

Mayor Willson stated that City Clerk Ruth Baker is at the Missouri City Clerks' and Finance Officers' Association Conference. He stated that the important thing he wanted to mention is that Ruth Baker has reached her highest level of certification that she can possibly reach as a City Clerk. He said she works hard, is a wonderful City Clerk, and is always trying to advance her degrees. She is now certified as a Missouri Professional City Clerk with the Missouri City Clerks' and Finance Officers' Association.

Mayor Willson stated Culver's Restaurant is having their ground breaking next Monday.

7. REPORTS FROM THE CITY ADMINISTRATOR

a. List of Paid Bills (Warrant dates of February 14 – March 5, 2016)

There were no questions.

8. REPORTS FROM COMMITTEES

a. Planning and Zoning Commission

Alderman Clement stated that the Planning and Zoning Commission has not met but they will have a meeting next Monday night with five cases.

b. Manchester Arts

Alderman Stevens said the Art that is currently on display is from the honor students at Parkway.

Alderman Stevens stated she loves the renovations at the City Hall/Lyceum building. She said the first event held at City Hall recently was excellent.

Alderman Clement stated the space at that building is quite good, and the first event in the building featured some of the young musicians out of the Conservatory at Webster University. He said there was a full house, and there were even some attendees in the balcony. He said the sound was wonderful.

c. Homecoming Committee

Alderman Ottenad stated the first meeting for the 2016 year Manchester Homecoming will be Wednesday, March 9, at 6:30 p.m. at the Legion Hall. Everyone is welcome to attend.

She said this year's event is exciting, because it will be the 30th anniversary.

9. ACTION ON OLD BILLS

a. BILL # 16-2250 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES RELATING TO CERTAIN ANIMALS

Alderman Stevens read for the second time Bill # 16-2250, entitled: "AN ORDINANCE AMENDING SECTION 205.130 (A) OF THE CODE OF ORDINANCES RELATING TO THE CLASSIFICATION OF CERTAIN ANIMALS AS "DANGEROUS ANIMALS", by title only.

Alderman Stevens made the motion that Bill # 16-2250 become Ordinance # 16-2134. The motion was seconded by Alderman Clement.

A poll of the Board showed:

- Alderman Diehl – aye
- Alderman Baumann – aye
- Alderman Ottenad – aye
- Alderman Clement – aye
- Alderman Stevens – aye
- Alderman Hamill – aye

Mayor Willson announced the motion passed 6 – 0, with no objections.

10. INTRODUCTION OF NEW BILLS

a. RESOLUTION APPROVING PETITION FOR LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT

Ms. Shannon Creighton, Attorney with Gilmore and Bell, said they are representing the City with regards to this matter. As they are all aware that Mr. George Capps and his development company have requested the creation of the CID (Community Improvement District) to finance improvements to the development of the Lafayette Shopping Center. The CID, once it is created, will be a separate taxing district, authorized to impose a one cent sales tax. The developer is proposing approximately \$4.8 million in improvements to the development.

Ms. Creighton stated the developer would be paying back the monies for the improvements to the bridge by November of 2016. The sales tax would be in effect for a maximum term of 25 years. If, however, revenues generated are higher than expected, the debt that is associated with the project would be paid off sooner and the District will dissolve at that time. If the District is not fully financed in that 25-year term, the developer takes the risk and cannot come to the City for the reimbursement.

Alderman Ottenad asked about the five-year plan.

Ms. Creighton answered that the CID statute requires a five-year plan for creation of the District, and there will be an annual report given to the City. The City will be able to see the Resolutions that they adopt and the actions they take on an annual basis.

Alderman Ottenad inquired as to the sales tax and if it will be on a ballot.

Ms. Creighton stated it will be a mail-in ballot of the property owners, and because there are no residents or registered voters in the District, there will be two voters. The voters are the property owners.

Alderman Baumann read Proposed Resolution # 16-0555, entitled: "A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PETITION FOR THE CREATION OF LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT", by title only.

Alderman Baumann made the motion to approve Resolution # 16-0555. The motion was seconded by Alderman Clement and carried unanimously, without objection.

- b. RESOLUTION APPROVING CONTRACT WITH HORNER & SHIFRIN FOR SITE VISITS, EVALUATIONS, PLAN PREPARATION, AND CONSTRUCTION INSPECTION SERVICES FOR THE SEIBERT PARK PEDESTRIAN BRIDGE ABUTMENT REPAIR PROJECT

Alderman Ottenad read Proposed Resolution # 16-0556, entitled: "A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO A CONTRACT WITH HORNER & SHIFRIN, INC. IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND TWO HUNDRED SIX DOLLARS (\$28,206.00) TO PROVIDE THE CITY WITH SITE VISITS, EVALUATIONS, PLAN PREPARATION, AND CONSTRUCTION INSPECTION SERVICES FOR THE SEIBERT PARK PEDESTRIAN BRIDGE ABUTMENT REPAIR PROJECT IN THE CITY OF MANCHESTER", by title only.

Alderman Ottenad asked if Horner & Shifrin is coming up with the actual plans for the work.

Director Collins answered that they are utilizing the plans that were developed by Kuhlmann Design. Horner & Shifrin will draft the bid documents.

Director Collins added that the "Bridge to Nowhere" will not be touched. The abutment is the area directly beneath the "Bridge to Nowhere". The ground has been compromised, and also the

concrete, so they did a site visit to see if Kuhlmann's original design would still be sufficient. The only thing they will need to do is to have a form liner, and they will pull concrete, but it will have more of a rock face to it. She said it will be on both the north and the south side so the bridge does not fall. Director Collins advised that Horner & Shifrin will inspect the project.

Alderman Ottenad made the motion to approve Resolution # 16-0556. The motion was seconded by Alderman Clement and carried unanimously, without objection.

c. RESOLUTION APPROVING CONTRACT FOR STREET SLAB REPLACEMENT

Alderman Hamill read Proposed Resolution # 16-0557, entitled: "A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ENTER INTO AN AGREEMENT WITH J. M. MARSCHUETZ CONSTRUCTION COMPANY IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND FIFTY-FOUR CENTS (\$451,715.54), WHICH INCLUDES A THREE PERCENT (3%) CHANGE ORDER IN THE AMOUNT OF THIRTEEN THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND SEVENTY-FOUR CENTS (\$13,156.74) TO BE USED FOR UNFORESEEN WORK CONDITIONS, FOR THE CONCRETE STREET SLAB REPLACEMENT PROJECT IN VARIOUS LOCATIONS THROUGHOUT THE CITY OF MANCHESTER", by title only.

Alderman Clement asked if the list of slabs to be replaced is final.

Director of Public Works Bob Ruck answered that they have submitted a list to the contractor and he also agreed to supply a list to the aldermen.

Alderman Ottenad asked about the left over budgeted monies and if those monies would cover concrete work that the Public Works Department men are doing, and Director Ruck answered that it would.

Alderman Hamill made the motion to approve Resolution # 16-0557. The motion was seconded by Alderman Clement and carried unanimously, without objection.

d. RESOLUTION APPROVING PURCHASE OF PICKUP TRUCK FOR THE PARKS AND RECREATION DEPARTMENT

Alderman Clement read Proposed Resolution # 16-0558, entitled: " A RESOLUTION ACCEPTING THE BID OF MCLARTY CMFO, LLC, DOING BUSINESS AS JOE MACHENS FORD LINCOLN, IN THE AMOUNT OF THIRTY THOUSAND THREE DOLLARS (\$30,003.00) FOR THE PURCHASE OF ONE 2016 FORD F250 ¾ TON PICKUP TRUCK FOR USE BY THE PARKS AND RECREATION DEPARTMENT AND AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO ISSUE A PURCHASE ORDER THEREFOR" by title only.

Alderman Clement made the motion to approve Resolution # 16-0558. The motion was seconded by Alderman Ottenad and carried unanimously, without objection.

11. MISCELLANEOUS

Comments from the Public

- a. There were none.

12. ADJOURNMENT

At 7:35 p.m., there being no further business, Alderman Clement made the motion to adjourn. The motion was seconded by Alderman Hamill and carried unanimously, without objection. The meeting adjourned at 7:35 p.m.

Respectfully submitted,

Ruth E. Baker, MMC/MPCC
City Clerk

Note: This is a journal of the Board of Aldermen meeting held March 7, 2016 (summary); not a verbatim transcript. If a recording of the meeting is desired, please contact City Hall.

DRAFT

Check Register

Packet: APPKT00973 - Check Run - 20160309



Manchester, MO

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
1029	Aramark Uniform Services	03/09/2016	Regular	0.00	116.11	46157
0040	Batteries Plus Bulbs, LLC	03/09/2016	Regular	0.00	34.99	46158
0060	Bussen Quarries, Inc.	03/09/2016	Regular	0.00	119.84	46159
0062	C & R Lock & Key Service	03/09/2016	Regular	0.00	66.95	46160
0094	Dale Sign Service	03/09/2016	Regular	0.00	209.00	46161
2357	Employee Exp. Reimb.	03/09/2016	Regular	0.00	184.69	46162
0113	Erb Equipment Company, Inc.	03/09/2016	Regular	0.00	10.54	46163
0135	Grainger	03/09/2016	Regular	0.00	230.91	46164
2783	Hall Trailer Sales	03/09/2016	Regular	0.00	4,850.00	46165
0903	K & K Supply	03/09/2016	Regular	0.00	47.38	46166
2779	Legal Shield	03/09/2016	Regular	0.00	135.60	46167
0183	Leon Uniform	03/09/2016	Regular	0.00	1,156.67	46168
1293	Lowe's Companies, Inc.	03/09/2016	Regular	0.00	1,526.13	46169
	Void	03/09/2016	Regular	0.00	0.00	46170
1261	Midwest Elevator Co., Inc.	03/09/2016	Regular	0.00	824.80	46171
0182	Missouri Lawyers Media	03/09/2016	Regular	0.00	20.88	46172
1988	N. B. West Contracting Company	03/09/2016	Regular	0.00	251.90	46173
1330	National Diamond Enterprises	03/09/2016	Regular	0.00	3,102.36	46174
2494	Pace Properties, LLC	03/09/2016	Regular	0.00	2,274.90	46175
0141	Patrick R. Gunn	03/09/2016	Regular	0.00	6,675.00	46176
1082	Petty Cash by Eileen Collins	03/09/2016	Regular	0.00	18.21	46177
2747	Phillips 66 CO./SYNCB	03/09/2016	Regular	0.00	391.83	46178
0274	Police Dept. Petty Cash	03/09/2016	Regular	0.00	104.29	46179
1905	Rydin Decal	03/09/2016	Regular	0.00	304.96	46180
0284	Safety-Kleen Systems, Inc.	03/09/2016	Regular	0.00	516.28	46181
0285	Sam's Club / GECF	03/09/2016	Regular	0.00	469.62	46182
2038	Southern Computer Warehouse	03/09/2016	Regular	0.00	301.29	46183
1072	St. Louis Post Dispatch	03/09/2016	Regular	0.00	42.00	46184
1201	St. Louis Safety, Inc.	03/09/2016	Regular	0.00	42.50	46185
1106	State Motor & Control Solutions	03/09/2016	Regular	0.00	964.50	46186
0316	Strothkamp's	03/09/2016	Regular	0.00	40.98	46187
2328	Sydenstricker Implement Co.	03/09/2016	Regular	0.00	1,242.18	46188
2784	Temporary Construction Easement /	03/09/2016	Regular	0.00	1,720.00	46189
2784	Temporary Construction Easement /	03/09/2016	Regular	0.00	800.00	46190-VOIDED
1307	The Pointe at Ballwin Commons	03/09/2016	Regular	0.00	65.00	46191
0328	Tire Shredders Unlimited	03/09/2016	Regular	0.00	25.50	46192
0310	Treasurer, St. Louis County	03/09/2016	Regular	0.00	941.00	46193
2269	Truck Centers, Inc.	03/09/2016	Regular	0.00	162.54	46194
0393	World-Wide Car Service, Inc.	03/09/2016	Regular	0.00	79.95	46195

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	73	38	0.00	30,071.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	73	39	0.00	30,071.28



Manchester, MO

Check Register

Packet: APPKT00976 - Check Run 2 20160309

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK 2784	Temporary Construction Easement /	03/09/2016	Regular	0.00	800.00	46196

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	800.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	800.00



Manchester, MO

Check Register

Packet: APPKT00984 - Check Run - 20160315

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
0009	Ameren Missouri	03/15/2016	Regular	0.00	19,553.37	46197
2788	American Stamp & Marking Product	03/15/2016	Regular	0.00	79.99	46198
1029	Aramark Uniform Services	03/15/2016	Regular	0.00	116.11	46199
0022	Arco Lawn Equipment, Inc.	03/15/2016	Regular	0.00	130.93	46200
0299	AT&T	03/15/2016	Regular	0.00	282.64	46201
0050	Blue Chip Exterminating, Inc.	03/15/2016	Regular	0.00	157.00	46202
2785	BRI - A Cogent Company	03/15/2016	Regular	0.00	765.00	46203
0060	Bussen Quarries, Inc.	03/15/2016	Regular	0.00	120.51	46204
2414	Chuck's Boots	03/15/2016	Regular	0.00	119.99	46205
1970	Copying Concepts	03/15/2016	Regular	0.00	194.00	46206
2460	Crest Industries, Inc.	03/15/2016	Regular	0.00	210.44	46207
1301	Deep Kleen and Maintenance, LLC	03/15/2016	Regular	0.00	1,850.00	46208
0111	Energy Petroleum Co.	03/15/2016	Regular	0.00	334.36	46209
0699	Florissant Psychological Services	03/15/2016	Regular	0.00	250.00	46210
0340	Fred Weber, Inc.	03/15/2016	Regular	0.00	559.30	46211
1272	Frost Electric Supply Co.	03/15/2016	Regular	0.00	54.74	46212
0142	Guth Laboratories, inc.	03/15/2016	Regular	0.00	55.20	46213
1533	Hasty Awards	03/15/2016	Regular	0.00	191.66	46214
0153	Industrial Soap	03/15/2016	Regular	0.00	612.33	46215
0764	Intoximeters	03/15/2016	Regular	0.00	154.00	46216
0502	Joe Machens Ford Lincoln	03/15/2016	Regular	0.00	26,192.00	46217
2764	John Coyle	03/15/2016	Regular	0.00	99.90	46218
0183	Leon Uniform	03/15/2016	Regular	0.00	288.00	46219
0781	Major Case Squad of Greater St. Lou	03/15/2016	Regular	0.00	250.00	46220
1653	McMaster-Carr Supply Co.	03/15/2016	Regular	0.00	430.35	46221
1137	Mercy Corporate Health	03/15/2016	Regular	0.00	440.54	46222
0198	Metropolitan Glass Co.	03/15/2016	Regular	0.00	308.72	46223
1038	MSU Outreach	03/15/2016	Regular	0.00	550.00	46224
2540	NAPA Auto Parts	03/15/2016	Regular	0.00	609.75	46225
2786	National Rifle Association	03/15/2016	Regular	0.00	595.00	46226
1077	Overpayment of Fine	03/15/2016	Regular	0.00	25.50	46227
2079	Ozarc/Gas Equipment & Supply, Inc.	03/15/2016	Regular	0.00	20.50	46228
2494	Pace Properties, LLC	03/15/2016	Regular	0.00	5,110.62	46229
0268	Praxair Distribution Inc.	03/15/2016	Regular	0.00	101.53	46230
0390	Professional Investigators Council, Ir	03/15/2016	Regular	0.00	75.00	46231
0279	Rejls Commission	03/15/2016	Regular	0.00	1,017.61	46232
2787	Servpro Oakville-Mehlville	03/15/2016	Regular	0.00	100.00	46233
2772	Shred-it USA,, LLC	03/15/2016	Regular	0.00	56.16	46234
0292	Sirchie Finger Print Laboratories	03/15/2016	Regular	0.00	241.68	46235
2038	Southern Computer Warehouse	03/15/2016	Regular	0.00	376.19	46236
1201	St. Louis Safety, Inc.	03/15/2016	Regular	0.00	51.46	46237
2350	Stock & Associates Consulting Engin	03/15/2016	Regular	0.00	2,755.00	46238
0318	Superior Equipment, Inc.	03/15/2016	Regular	0.00	656.34	46239
1307	The Pointe at Bailwin Commons	03/15/2016	Regular	0.00	86.00	46240
2516	The UPS Store #5061	03/15/2016	Regular	0.00	13.77	46241
1652	Tope Plumbing, Inc,	03/15/2016	Regular	0.00	12,519.00	46242
1043	Westport Pools, Inc.	03/15/2016	Regular	0.00	1,200.00	46243
0604	Wise El Santo Co., Inc.	03/15/2016	Regular	0.00	139.99	46244

Agenda Item 7a

Check Register

Packet: APPKT00984-Check Run - 20160315

Vendor Number 1021	Vendor Name Wolfe Architecture & Design	Payment Date 03/15/2016	Payment Type Regular	Discount Amount 0.00	Payment Amount 18,738.11	Number 46245
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Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	72	49	0.00	98,840.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	72	49	0.00	98,840.29



Manchester, MO

Board Approval Report

By Vendor Name

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
Payment Dates 3/6/2016 - 3/12/2016							
Vendor: 1029 - Aramark Uniform Services	452-0830482	Uniforms cleaned, Mats& Shop Towels, Mats - 3/2/16	Mats - 3/2/16	Uniforms & Equipment	10-460-4160	03/02/2016	9.50
03/09/2016	452-0830482	Uniforms cleaned, Mats& Shop Towels, Mats - 3/2/16	Uniforms cleaned - 3/2/16	Uniforms & Equipment	10-470-4160	03/02/2016	72.66
03/09/2016	452-0830482	Uniforms cleaned, Mats& Shop Towels, Mats - 3/2/16	Mats & Shop Towels - 3/2/16	Building - Maintenance & Re	10-470-4295	03/02/2016	33.95
Vendor: 0040 - Batteries Plus Bulbs, LLC	270-107114-01	7.2V NICAD Battery	7.2V NICAD Battery	Equipment - Maintenance &	10-460-4290	02/17/2016	34.99
03/09/2016							34.99
Vendor: 0060 - Bussen Quarries, Inc.	190063	(21.40) Tons 1" Down Stone - B.B. Courts	(21.40) Tons 1" Down Stone - B.B. Courts	Building & Site Improvement	60-460-6210	02/15/2016	119.84
03/09/2016							
Vendor: 0062 - C & R Lock & Key Service	32542	(6) Key copies, (5) Master lock K/P605-LF, (1) Key	(6) Key copies, (5) Master lock K/P605-LF, (1) Key	Miscellaneous	10-460-4325	02/17/2016	66.95
03/09/2016							
Vendor: 0094 - Dale Sign Service	126096	2'x3' Dlx PVC Sign Holder, (2)"Performance Series" Signs	(2) 2'x3" Performance Series" Signs	Program Supplies	85-485-4210	02/26/2016	104.00
03/09/2016	126096	2'x3' Dlx PVC Sign Holder, (2)"Performance Series"	2'x3' Dlx PVC Sign Holder (2)"Performance Series"	Program Supplies	85-485-4210	02/26/2016	105.00
Vendor: 2357 - Employee Exp. Reimb.	M. Melugin - Conf. Exp.	Reimb. M. Melugin.- Mileage & Meals -3/6-7/16	Reimb. M. Melugin- Mileage & Meals -3/6-7/16	Travel/Meetings	10-420-4175	03/08/2016	184.69
03/09/2016							
Vendor: 0113 - Erb Equipment Company, Inc.	125970	(2) Fuel line fitting - JD 2155 tractor	(2) Fuel line fitting - JD 2155 tractor	Vehicle - Maintenance & Rep	10-470-4285	02/17/2016	10.54
03/09/2016							
Vendor: 0135 - Grainger	9028118041	Portable Washdown Pump	Portable Washdown Pump	Small Tools & Equipment	10-470-4320	02/17/2016	230.91
03/09/2016							
Vendor 1029 - Aramark Uniform Services Total:							116.11
Vendor 0040 - Batteries Plus Bulbs, LLC Total:							34.99
Vendor 0060 - Bussen Quarries, Inc. Total:							119.84
Vendor 0062 - C & R Lock & Key Service Total:							66.95
Vendor 0094 - Dale Sign Service Total:							209.00
Vendor 2357 - Employee Exp. Reimb. Total:							184.69
Vendor 0113 - Erb Equipment Company, Inc. Total:							10.54
Vendor 0135 - Grainger Total:							230.91

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Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/6/2016 - 3/12/2016	Amount
Vendor: 2783 - Hall Trailer Sales	03/09/2016	15625	18' x83" Contractor's Special Trailer	18' x83" Contractor's Special Trailer	Vehicles	60-460-6460	03/02/2016		4,850.00
Vendor: 0903 - K & K Supply	03/09/2016	538377	(2) Paint marking stick	(2) Paint marking stick	Small Tools & Equipment	10-470-4320	02/18/2016		47.38
Vendor: 0183 - Leon Uniform	03/09/2016	369844	(2) Stretch mock shirt - Navy - R. Rains	(2) Stretch mock shirt - Navy - R. Rains	Uniforms & Equipment	10-440-4160	02/12/2016		85.20
	03/09/2016	371413-01	(3)LS Navy Micro Zip Shirt, glove pouch - L. Lewis	(3)LS Navy Micro Zip Shirt, glove pouch - L. Lewis	Uniforms & Equipment	10-440-4160	02/12/2016		215.99
	03/09/2016	372359	Sergeant uniforms - B. Yount	Sergeant uniforms - B. Yount	Uniforms & Equipment	10-440-4160	02/12/2016		855.48
Vendor: 1293 - Lowe's Companies, Inc.	03/09/2016	901149 - 2/17/16	Tension Bar	Tension Bar - Fence Material - Country Stone Dr.	Streets - Maintenance & Rep	10-470-4310	02/17/2016		3.59
	03/09/2016	901150 - 2/17/16	PVC Conduit, Fluorescent It, Clorox, Plastic	PVC Conduit, Fluorescent It, Clorox, Plastic	Building - Maintenance & Re	10-450-4295	02/17/2016		37.89
	03/09/2016	901426	1 1/4" Formed Felt	1 1/4" Formed Felt	Building - Maintenance & Re	10-460-4295	02/09/2016		5.39
	03/09/2016	901529	(2)4"x100" Perf. Corug.,(2)4" 90 deg elbow,coupler	(2)4"x100" Perf. Corug.,(2)4" 90 deg elbow,coupler	Building & Site Improvement	60-460-6210	02/01/2016		146.32
	03/09/2016	902171 - 2/5/16	(8) 6-6Post anchor, (8) 2x12x10 Treated Lumber	(8) 6-6Post anchor, (8) 2x12x10 Treated Lumber	Parks-Maintenance & Repair	10-460-4312	02/05/2016		421.44
	03/09/2016	902333 - 2/17/16	Fence ties,Carriage bolt, Tension band,chain link	Fence ties,Carriage bolt, Tension band,chain link	Streets - Maintenance & Rep	10-470-4310	02/17/2016		182.00
	03/09/2016	902344 - 2/17/16	Hose connectors & nozzles	Hose connectors & nozzles	Field Supplies	10-470-4220	02/17/2016		19.74
	03/09/2016	902489	3/8 Tailgate chain - Truck 125	3/8 Tailgate chain - Truck 125	Vehicle - Maintenance & Rep	10-470-4285	02/18/2016		29.52
	03/09/2016	902509 - 2/18/16	Water shut-off valve, 27' hos	Water shut-off valve, 27' hos	Field Supplies	10-470-4220	02/18/2016		18.96
	03/09/2016	902568 - 2/18/16	5 lb nails, (4) 2x12x10 lumber, (4)2x12x16 Lumber	5 lb nails, (4) 2x12x10 lumber, (4)2x12x16 Lumber	Parks-Maintenance & Repair	10-460-4312	02/18/2016		199.46
	03/09/2016	902588	Spackle, joint compound - City Hall Meeting Room	Spackle, joint compound - City Hall Meeting Room	Building - Maintenance & Re	10-470-4295	01/25/2016		20.66
	03/09/2016	902612 - 2/19/16	(10)2x12x10 Lumber,(5) 2x12x16 Lumber,6"Bolts	(10)2x12x10 Lumber,(5) 2x12x16 Lumber,6"Bolts	Parks-Maintenance & Repair	10-460-4312	02/19/2016		340.33
	03/09/2016	902654 - 2/1/16	(4) 2x4x12 Treated #2 Lumber, 5 lb 1 5/8 Green E	(4) 2x4x12 Treated #2 Lumber, 5 lb 1 5/8 Green E	Parks-Maintenance & Repair	10-460-4312	02/01/2016		55.72
	03/09/2016	902658 - 2/1/16	60" Ash Bow Rake Handle	60" Ash Bow Rake Handle	Small Tools & Equipment	10-460-4320	02/01/2016		8.06
	03/09/2016	902698	6" Structural bolts, 2"x10"x12" Hangers for Bridge	6" Structural bolts, 2"x10"x12" Hangers for Bridge	Parks-Maintenance & Repair	10-460-4312	02/19/2016		23.74
	03/09/2016	902826 - 2/2/16	(5) 2x4x12 treated #2 lumber	(5) 2x4x12 treated #2 lumber	Parks-Maintenance & Repair	10-460-4312	02/02/2016		34.05
	03/09/2016	902886 - 2/3/16	(2) 7" End cutting pliers	(2) 7" End cutting pliers	Small Tools & Equipment	10-470-4320	02/03/2016		20.86
	03/09/2016	903970	3/8"x50" Rope	3/8"x50" Rope	Field Supplies	10-470-4220	01/27/2016		15.18
Vendor 2783 - Hall Trailer Sales Total: 4,850.00									
Vendor 0903 - K & K Supply Total: 47.38									
Vendor 0183 - Leon Uniform Total: 1,156.67									

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
								Payment Dates: 3/6/2016 - 3/12/2016
	03/09/2016	911796	RH Sit/PH MS 1/4x1/2, RCA 1in/4out Video Amplif.	RH Sit/PH MS 1/4x1/2, RCA 1in/4out Video Amplif.	Machinery and Equipment	50-470-6410	02/19/2016	20.15
	03/09/2016	916580	Returned RCA 1in/4out Video Amplif.	Returned RCA 1in/4out Video Amplif.	Machinery and Equipment	50-470-6410	02/24/2016	-18.97
	03/09/2016	CR - Ref#0045738	Credit for overpayment on items	(2) Yellow rolling carts - Paid on Visa	Program Supplies	85-485-4210	02/08/2016	-57.96
								Vendor 1261 - Lowe's Companies, Inc. Total: 1,526.13
	03/09/2016	53208	Monthly Elevator Maint. Fee - Police Facility-March	Monthly Elevator Maint. Fee - Police Facility-March	Building - Maintenance & Re	10-470-4295	03/01/2016	258.00
	03/09/2016	53209	Elevator Monthly Maint. Fee - City Hall - March	Elevator Monthly Maint. Fee - City Hall - March	Building - Maintenance & Re	10-470-4295	03/01/2016	108.00
	03/09/2016	53560	(2) hrs.Labor & exp. - City Hall Chair Lift repair	(2) hrs.Labor & exp. - City Hall Chair Lift repair	Building - Maintenance & Re	10-470-4295	03/03/2016	458.80
								Vendor 1261 - Midwest Elevator Co., Inc. Total: 824.80
	03/09/2016	742622043	Pub. Hearing Notice- Spec.Use Permit - IHC Constr.	Pub. Hearing Notice- Spec.Use Permit - IHC Constr.	Newspaper Notices	10-420-4185	02/26/2016	20.88
								Vendor 0182 - Missouri Lawyers Media Total: 20.88
	03/09/2016	106618	(2.29) Tons UPM Cold Asphalt Mix	(2.29) Tons UPM Cold Asphalt Mix	Streets - Maintenance & Rep	10-470-4310	03/02/2016	251.90
								Vendor 1988 - N. B. West Contracting Company Total: 251.90
	03/09/2016	051956	(12) Pro/Soft Bond laser welded concrete saw blade	(12) Pro/Soft Bond laser welded concrete saw blade	Concrete Street Replacemen	50-470-6310	02/17/2016	3,102.36
								Vendor 1330 - National Diamond Enterprises Total: 3,102.36
	03/09/2016	Mar. Pmt-Feb. Rcpts.	March Pmt. - SMTDD Stoplight	March Pmt. - SMTDD Stoplight	Street Light Installation or Re	50-470-6560	03/02/2016	2,274.90
								Vendor 2494 - Pace Properties, LLC Total: 2,274.90
	03/09/2016	Feb. '16 Excess Retainer	February Excess Retainer - City Atty.	February Excess Retainer - City Atty.	Professional Fees	10-420-4165	03/01/2016	6,675.00
								Vendor 0141 - Patrick R. Gunn Total: 6,675.00
	03/09/2016	Feb. '16 Reimb	February Petty Cash Reimb.	Dollar Tree - Balloons - Arts	Program Supplies	10-460-4210	02/26/2016	3.21
	03/09/2016	Feb. '16 Reimb	February Petty Cash Reimb.	Dollar Tree - Candy prizes - Snowman bldg contest	Program Supplies	10-460-4210	02/26/2016	15.00
								Vendor 1082 - Petty Cash by Eileen Collins Total: 18.21
	03/09/2016	7076224000087023-2/25/16	Gas in cans & at pumps - February	Gas at pumps - February	Gas & Oil	10-440-4315	02/25/2016	198.67

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Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/6/2016 - 3/12/2016	Amount
03/09/2016	7076224000087023-2/25/16	Gas in cans & at pumps - February	Gas in cans - February	Gas & Oil	10-460-4315	02/25/2016		68.52
03/09/2016	7076224000087023-2/25/16	Gas in cans & at pumps - February	Gas in cans - February	Gas & Oil	10-470-4315	02/25/2016		124.64
Vendor: 0274 - Police Dept. Petty Cash								391.83
03/09/2016	Petty Cash Reimb -Feb.'16	Petty Cash Reimb. - Feb.	Walmart purch. - Christmas lights	Public Relations	10-440-4170	02/29/2016	Vendor 2747 - Phillips 66 CO./SYNCB Total:	8.68
03/09/2016	Petty Cash Reimb -Feb.'16	Petty Cash Reimb. - Feb.	Water - (2) Cases	Public Relations	10-440-4170	02/29/2016		10.56
03/09/2016	Petty Cash Reimb -Feb.'16	Petty Cash Reimb. - Feb.	PIC Mtg - Skaggs Rehm, Walsh - Nov.	Business Lunch/Dinner	10-440-4180	02/29/2016		60.00
03/09/2016	Petty Cash Reimb -Feb.'16	Petty Cash Reimb. - Feb.	Pizzas for Platoon meeting	Business Lunch/Dinner	10-440-4180	02/29/2016		12.55
03/09/2016	Petty Cash Reimb -Feb.'16	Petty Cash Reimb. - Feb.	Pizzas for staff mtg - Nov.	Business Lunch/Dinner	10-440-4180	02/29/2016		12.50
Vendor: 1905 - Rydin Decal								104.29
03/09/2016	315798	(100) 2016-2019 Vending license decals	(100) 2016-2019 Vending license decals	Office Supplies	10-475-4215	02/26/2016		304.96
Vendor: 0284 - Safety-Kleen Systems, Inc.								304.96
03/09/2016	69545750	Vac services - Liquids & solids - Used Oil removal	Vac services - Liquids & solids - Used Oil removal	Waste Management Progra	10-470-4360	02/18/2016	Vendor 1905 - Rydin Decal Total:	516.28
Vendor: 0285 - Sam's Club / GECF								516.28
03/09/2016	01087	(6) Cases Asst Soda for machines	(6) Cases Asst Soda for machines	Miscellaneous	10-470-4325	02/01/2016		47.88
03/09/2016	01290	Clorox, Clorox Wipes	Clorox, Clorox Wipes	Building - Maintenance & Re	10-470-4295	02/02/2016		24.16
03/09/2016	01644	White Spoons, (4) Cases Water	White Spoons, (4) Cases Water	Miscellaneous	10-470-4325	02/04/2016		23.49
03/09/2016	03201	(2)Case Water,(4) Cases Soda,(10) pkgs Table CvrS	(10) pkgs Table Covers for events	Building - Maintenance & Re	10-470-4295	02/12/2016		49.70
03/09/2016	03201	(2)Case Water,(4) Cases Soda,(10) pkgs Table CvrS	(2)Case Water, (4) Cases Soda,	Miscellaneous	10-470-4325	02/12/2016		39.68
03/09/2016	05899	(2) Fabuloso Cleaner, (2) Cases Water	(2) Fabuloso Cleaner	Building - Maintenance & Re	10-470-4295	02/24/2016		15.76
03/09/2016	05899	(2) Fabuloso Cleaner, (2) Cases Water	(2) Cases Water	Miscellaneous	10-470-4325	02/24/2016		6.76
03/09/2016	05937	Hot Pockets - Prisoner meals	Hot Pockets - Prisoner meals	Prisoner Expense	10-440-4335	02/18/2016		12.38
03/09/2016	08998	Non-dairy Creamer, (6) Cans Coffee	Non-dairy Creamer, (6) Cans Coffee	Office Supplies	10-440-4215	02/05/2016		69.85
03/09/2016	09575	16 oz foam cups	16 oz foam cups	Office Supplies	10-470-4215	02/05/2016		17.67
03/09/2016	1861	(2)Case Water, Party tray, Napkins, Cheese, Grapes	(2)Case Water, Party tray, Napkins, Cheese, Grapes	Program Supplies	85-485-4210	02/26/2016		104.96
03/09/2016	1862	Pkg. 12 oz Cups	Pkg. 12 oz Cups	Office Supplies	10-460-4215	02/26/2016		13.36

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/6/2016 - 3/12/2016	Amount
	03/09/2016	Walmart - #03602	Fruit & Snacks for Employee Benefit Fair	Fruit & Snacks for Employee Benefit Fair	Business Lunch/Dinner	10-430-4180	02/10/2016		43.97
Vendor: 2038 - Southern Computer Warehouse	03/09/2016	IN-000321369	Toner Cartridges - Cyan,Magenta,Yellow	Toner Cartridges - Cyan,Magenta,Yellow	Office Supplies	10-440-4215	02/16/2016	Vendor 0285 - Sam's Club / GECF Total:	469.62
Vendor: 1072 - St. Louis Post Dispatch	03/09/2016	#60638496 - 3/8-5/2/16	Newspaper subscription - 3/08-5/02/16	Newspaper subscription - 3/08-5/02/16	Dues & Subscriptions	10-420-4260	02/27/2016	Vendor 2038 - Southern Computer Warehouse Total:	301.29
Vendor: 1201 - St. Louis Safety, Inc.	03/09/2016	551954	(10) Quiet Bands - Hearing protection	(10) Quiet Bands - Hearing protection	Field Supplies	10-470-4220	02/17/2016	Vendor 1072 - St. Louis Post Dispatch Total:	42.00
Vendor: 1106 - State Motor & Control Solutions	03/09/2016	3008622	15HP Pump Repaired	15HP Pump Repaired	Building & Site Improvement	60-450-6210	02/12/2016	Vendor 1201 - St. Louis Safety, Inc. Total:	42.50
Vendor: 0316 - Strothkamp's	03/09/2016	00139563	(1) Qt. Moorglo Wht Paint, (1) Qt. Deep Silver Paint	(1) Qt. Moorglo Wht Paint, (1) Qt. Deep Silver Paint	Building - Maintenance & Re	10-470-4295	02/22/2016	Vendor 1106 - State Motor & Control Solutions Total:	964.50
Vendor: 2328 - Sydenstricker Implement Co.	03/09/2016	709615 - 1/27/16	(2) Walk-behind Snow Blowers V-Belt, Ribbed	(2) Walk-behind Snow Blowers V-Belt, Ribbed	Machinery and Equipment	60-460-6410	02/01/2016	Vendor 0316 - Strothkamp's Total:	40.98
Vendor: 2784 - Temporary Construction Easement Administrative Settlement	03/09/2016	R. Hardt - Parcel #7	Temp. Constr. Settlement - Parcel #7 - Henry Ave.	Temp. Constr. Settlement - Parcel #7 - Henry Ave.	Concrete Street Replacemen	50-470-6310	03/07/2016	Vendor 2328 - Sydenstricker Implement Co. Total:	1,230.00
Vendor: 1307 - The Pointe at Ballwin Commons	03/09/2016	Family Bingo - 11/12/15	Registration & costs for Family Bingo w/Ballwin	Registration & costs for Family Bingo w/Ballwin	Program Supplies	10-460-4210	11/19/2015	Vendor 2784 - Temporary Construction Easement Administrative Settlement Total:	1,242.18
Vendor: 0328 - Tire Shredders Unlimited	03/09/2016	249906	(17) Used tires disposal	(17) Used tires disposal	Waste Management Progra	10-470-4360	03/03/2016	Vendor 1307 - The Pointe at Ballwin Commons Total:	65.00
								Vendor 0328 - Tire Shredders Unlimited Total:	25.50

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Board Approval Report

Payment Date Payable Number
 Vendor: 0310 - Treasurer, St. Louis County
 03/09/2016 T02281600094004

Vendor: 2269 - Truck Centers, Inc.
 03/09/2016 F150281637-01

Vendor: 0393 - World-Wide Car Service, Inc.
 03/09/2016 45520

Account Name	Account Number	Post Date	Payment Dates: 3/6/2016 - 3/12/2016	Amount
Professional Fees	10-475-4165	02/28/2016		941.00
Vendor 0310 - Treasurer, St. Louis County Total:				
				941.00
Vehicle - Maintenance & Rep	10-470-4285	02/16/2016		162.54
Vendor 2269 - Truck Centers, Inc. Total:				
				162.54
Vehicle - Maintenance & Rep	10-470-4285	03/07/2016		79.95
Vendor 0393 - World-Wide Car Service, Inc. Total:				
				79.95
Grand Total:				29,935.68



Manchester, MO

Board Approval Report By Vendor Name

Payment Dates 3/13/2016 - 3/19/2016

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount	
03/15/2016	03410-04013-3/7/16	Lighting Service - 2/1-3/1/16	Lighting Service - 2/1-3/1/16	Street Lighting	10-470-4236	03/07/2016	19,553.37	
Vendor: 0009 - Ameren Missouri							Vendor 0009 - Ameren Missouri Total:	19,553.37
03/15/2016	1686525	New City Seal	New City Seal	Office Supplies	10-420-4215	02/29/2016	79.99	
Vendor: 2788 - American Stamp & Marking Products, Inc.							Vendor 2788 - American Stamp & Marking Products, Inc. Total:	79.99
03/15/2016	452-0855599	Uniforms cleaned, Mats & Shop towels, Mats - 3/9/16	Mats - 3/9/16	Uniforms & Equipment	10-460-4160	03/09/2016	9.50	
03/15/2016	452-0855599	Uniforms cleaned, Mats & Shop towels, Mats - 3/9/16	Uniforms cleaned - 3/9/16	Uniforms & Equipment	10-470-4160	03/09/2016	72.66	
03/15/2016	452-0855599	Uniforms cleaned, Mats & Shop towels, Mats - 3/9/16	Mats & Shop towels - 3/9/16	Building - Maintenance & Re	10-470-4295	03/09/2016	33.95	
Vendor: 1029 - Aramark Uniform Services							Vendor 1029 - Aramark Uniform Services Total:	116.11
03/15/2016	166560	Mower parts & supplies	1/2 price - 14" 3/8" .050 Picco Low-vibe	Equipment - Maintenance &	10-460-4290	02/25/2016	9.99	
03/15/2016	166560	Mower parts & supplies	14" 3/8" .050 Picco Low-Vibe	Equipment - Maintenance &	10-460-4290	02/25/2016	39.98	
03/15/2016	166560	Mower parts & supplies	5/32" Swiss File	Equipment - Maintenance &	10-460-4290	02/25/2016	5.99	
03/15/2016	166560	Mower parts & supplies	Woodcutter Bar Oil - 1 Gal	Equipment - Maintenance &	10-460-4290	02/25/2016	11.99	
03/15/2016	166560	Mower parts & supplies	5 lb .105 X-line Neon green	Equipment - Maintenance &	10-460-4290	02/25/2016	59.99	
03/15/2016	166560	Mower parts & supplies	35cm 14" 3005 Scabbard	Equipment - Maintenance &	10-460-4290	02/25/2016	2.99	
Vendor: 0299 - AT&T							Vendor 0299 - Arco Lawn Equipment, Inc. Total:	130.93
03/15/2016	314A73-06908624-2/25/16	Phone Service 2/25-3/24/16	Phone Service 2/25-3/24/16	Telephone	10-420-4245	02/25/2016	282.64	
Vendor: 0050 - Blue Chip Exterminating, Inc.							Vendor 0299 - AT&T Total:	282.64
03/15/2016	9125978	Gen Pest Control Maint. - City Hall & Maint. Bldg	Gen Pest Control Maint. - City Hall & Maint. Bldg	Building - Maintenance & Re	10-470-4295	03/01/2016	68.00	
03/15/2016	9127491	Gen. Pest & Rodent Control Maint. - Police Facility	Gen. Pest & Rodent Control Maint. - Police Facility	Building - Maintenance & Re	10-470-4295	03/01/2016	89.00	
Vendor: 2785 - BRI - A Cogent Company							Vendor 0050 - Blue Chip Exterminating, Inc. Total:	157.00
03/15/2016	5361247	Labor & parts to Repair to Aurora Pump	Labor & parts to Repair to Aurora Pump	Building & Site Improvement	60-450-6210	02/22/2016	765.00	
Vendor: 2785 - BRI - A Cogent Company							Vendor 2785 - BRI - A Cogent Company Total:	765.00

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Board Approval Report	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/13/2016 - 3/19/2016	Amount
Vendor: 0060 - Bussen Quarries, Inc.	190550	(15.94) Tons 1" Down Stone, (5.58) Tons 1" Down	(5.58) Tons 1" Down Stone	Parks-Maintenance & Repair	10-460-4312	02/22/2016		31.25
Vendor: 0060 - Bussen Quarries, Inc. Total:								89.26
Vendor: 2414 - Chuck's Boots	16-8827	Boots - S. Waterhouse	Boots - S. Waterhouse	Uniforms & Equipment	10-440-4160	02/22/2016		119.99
Vendor: 1970 - Copying Concepts	1115924	City Hall Copier lease - 3/1-3/31/16	City Hall Copier lease - 3/1-3/31/16	Equipment Rental	10-425-4280	03/03/2016		194.00
Vendor: 2460 - Crest Industries, Inc.	2300281	Hardware to repair snowplow latch - Truck 195	Hardware to repair snowplow latch - Truck 195	Equipment - Maintenance &	10-470-4290	02/25/2016		8.17
Vendor: 2460 - Crest Industries, Inc. Total:								210.44
Vendor: 1301 - Deep Kleen and Maintenance, LLC	2016-502	Janitorial Svices - February	Janitorial Svices - February	Building - Maintenance & Re	10-470-4295	03/01/2016		1,850.00
Vendor: 0111 - Energy Petroleum Co.	6030909	(190.2) Gal #2 Prem Dyed Diesel fuel	(190.2) Gal #2 Prem Dyed Diesel fuel	Gas & Oil	10-460-4315	03/07/2016		334.36
Vendor: 0111 - Energy Petroleum Co. Total:								334.36
Vendor: 0699 - Florissant Psychological Services	Jan. 2016 Services	Pre-employment evaluation - L. Lewis	Pre-employment evaluation - L. Lewis	Recruitment/Employment	10-420-4157	02/10/2016		250.00
Vendor: 0699 - Florissant Psychological Services Total:								250.00
Vendor: 0340 - Fred Weber, Inc.	531354	(3.99) Tons COML HMA Asphalt	(3.99) Tons COML HMA Asphalt	Streets - Maintenance & Rep	10-470-4310	02/22/2016		279.30
Vendor: 0340 - Fred Weber, Inc. Total:								280.00
Vendor: 1272 - Frost Electric Supply Co.	53605762.001	(4) Electronic Balast Instant Start Fluor. Lights	(4) Electronic Balast Instant Start Fluor. Lights	Building - Maintenance & Re	10-460-4295	02/15/2016		54.74
Vendor: 1272 - Frost Electric Supply Co. Total:								54.74

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/13/2016 - 3/19/2016	Amount
Vendor: 0142 - Guth Laboratories, Inc.	03/15/2016	1554861-IN - 1/11/16	(6) .10% Certified Premix Solution	(6) .10% Certified Premix Solution	Field Supplies	10-440-4220	02/01/2016		55.20
Vendor: 1533 - Hasty Awards	03/15/2016	02160237 - 2/11/16	(120) Gold 2.5" Eclipse Baseball awards w/Ribbon	(120) Gold 2.5" Eclipse Baseball awards w/Ribbon	Program Supplies	10-460-4210	03/01/2016	Vendor 0142 - Guth Laboratories, Inc. Total:	55.20
Vendor: 0153 - Industrial Soap	03/15/2016	1002342	Towels, Toilet tissue, soap, polyliners	Case - Enmotion wht Roll Towel	Parks-Maintenance & Repair	10-460-4312	02/26/2016	Vendor 1533 - Hasty Awards Total:	191.66
	03/15/2016	1002342	Towels, Toilet tissue, soap, polyliners	Case - Lemonex Disinfectant cleaner	Parks-Maintenance & Repair	10-460-4312	02/26/2016		237.60
	03/15/2016	1002342	Towels, Toilet tissue, soap, polyliners	Case - LVI VPG Facial Tissue, wht,	Parks-Maintenance & Repair	10-460-4312	02/26/2016		38.16
	03/15/2016	1002342	Towels, Toilet tissue, soap, polyliners	Pink Pearl Antibacterial Soap	Parks-Maintenance & Repair	10-460-4312	02/26/2016		24.28
	03/15/2016	1002342	Towels, Toilet tissue, soap, polyliners	Case - Tork, Universal Multifold Towels	Parks-Maintenance & Repair	10-460-4312	02/26/2016		39.80
	03/15/2016	1002342	Towels, Toilet tissue, soap, polyliners	Case - Jr. JRT Bath Tissue, w	Parks-Maintenance & Repair	10-460-4312	02/26/2016		80.88
	03/15/2016	1002342	Towels, Toilet tissue, soap, polyliners	Case - Polyliner Envirotex 17X18	Parks-Maintenance & Repair	10-460-4312	02/26/2016		146.64
	03/15/2016	1002342	Towels, Toilet tissue, soap, polyliners	Case - Roll Towel, 2 ply wht.	Parks-Maintenance & Repair	10-460-4312	02/26/2016		25.00
Vendor: 0764 - Intoximeters	03/15/2016	520025 - 1/11/16	Drygas 108L/272PPM	Drygas 108L/272PPM	Field Supplies	10-440-4220	02/01/2016	Vendor 0153 - Industrial Soap Total:	612.33
Vendor: 0502 - Joe Machens Ford Lincoln	03/15/2016	106988	2016 Ford F250	2016 Ford F250	Machinery and Equipment	50-470-6410	03/11/2016	Vendor 0764 - Intoximeters Total:	154.00
Vendor: 2764 - John Coyle	03/15/2016	DARE - 2/29/16	2.5 hrs - DARE - Printing of Certificates	2.5 hrs - DARE - Printing of Certificates	Public Relations	10-440-4170	02/29/2016	Vendor 0502 - Joe Machens Ford Lincoln Total:	26,192.00
	03/15/2016	DARE - 3/7/16	2 hrs. DARE classes	2 hrs. DARE classes	Public Relations	10-440-4170	03/07/2016		55.50
Vendor: 0183 - Leon Uniform	03/15/2016	372359-01	(2)SGT Micro Zip Shirt, Pr Navy Trousers- B. Yount	(2)SGT Micro Zip Shirt, Pr Navy Trousers- B. Yount	Uniforms & Equipment	10-440-4160	02/24/2016	Vendor 2764 - John Coyle Total:	44.40
	03/15/2016	373344	EVO 8" Zip Boot - A. Davis	EVO 8" Zip Boot - A. Davis	Uniforms & Equipment	10-440-4160	02/24/2016		99.90
								Vendor 0183 - Leon Uniform Total:	168.00
									120.00
									288.00

Agenda Item

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Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/13/2016 - 3/19/2016	Amount
	03/15/2016	2016 Annual Fee	Annual Major Case Squad Participating Fee	Annual Major Case Squad Participating Fee	Dues & Subscriptions	10-440-4260	02/01/2016		250.00
	Vendor: 1653 - McMaster-Carr Supply Co.								
	03/15/2016	50944323	Steel Tee Nut, Routing Eyebolt, Poly covered cord,	Steel Tee Nut for wood, zinc-plated, 1/4" PK 100	Parks-Maintenance & Repair	10-460-4312	02/25/2016		10.46
	03/15/2016	50944323	Steel Tee Nut, Routing Eyebolt, Poly covered cord,	Poly covered elastic cord 3/8"x200'	Parks-Maintenance & Repair	10-460-4312	02/25/2016		176.00
	03/15/2016	50944323	Steel Tee Nut, Routing Eyebolt, Poly covered cord,	Pk.Routing Eyebolt, zinc-plated, 1/4"-20 thread	Parks-Maintenance & Repair	10-460-4312	02/25/2016		26.91
	03/15/2016	50944323	Steel Tee Nut, Routing Eyebolt, Poly covered cord,	Grip tight poly. rope - 5/8", 460 lb capacity	Parks-Maintenance & Repair	10-460-4312	02/25/2016		216.98
	Vendor 0781 - Major Case Squad of Greater St. Louis Total: 250.00								
	Vendor: 1137 - Mercy Corporate Health								
	03/15/2016	292890 - 1/10/16	Pre-employment testing - M. Christmann	Pre-employment testing - M. Christmann	Recruitment/Employment	10-420-4157	02/01/2016		89.54
	03/15/2016	293001 - 1/10/16	Pre-employment testing - J. Cockrell	Pre-employment testing - J. Cockrell	Recruitment/Employment	10-420-4157	02/01/2016		351.00
	Vendor 1137 - Mercy Corporate Health Total: 440.54								
	Vendor: 0198 - Metropolitan Glass Co.								
	03/15/2016	F030139	Windshield replacement - Truck 155	Windshield replacement - Truck 155	Vehicle - Maintenance & Rep	10-470-4285	02/26/2016		308.72
	Vendor: 1038 - MSU Outreach								
	03/15/2016	MACA Conf. Registration Massey, J. Ziegler	MACA Conf. Registration - C. Massey, J. Ziegler	MACA Conf. Registration - C. Massey, J. Ziegler	Travel/Meetings	10-480-4175	03/14/2016		550.00
	Vendor: 2540 - NAPA Auto Parts								
	03/15/2016	139278	(2) Wiper Blades - Truck 220	(2) Wiper Blades - Truck 220	Vehicle - Maintenance & Rep	10-470-4285	02/02/2016		30.58
	03/15/2016	139803	Pipe plugs to eliminate engine block heater-JD2155	Pipe plugs to eliminate engine block heater-JD2155	Vehicle - Maintenance & Rep	10-470-4285	02/08/2016		1.76
	03/15/2016	140023	(2) Batteries -Car 425 & 500	(2) Batteries -Car 425 & 500	Vehicle - Maintenance & Rep	10-470-4285	02/11/2016		170.24
	03/15/2016	140029	(6) Antifreeze coolant - shop supplies	(6) Antifreeze coolant - shop supplies	Vehicle - Maintenance & Rep	10-470-4285	02/11/2016		113.94
	03/15/2016	140114	(12) Windshield washer fluid - shop supplies	(12) Windshield washer fluid - shop supplies	Vehicle - Maintenance & Rep	10-470-4285	02/12/2016		35.88
	03/15/2016	140132	(3) Batteries - Cars 402 & 425, Truck 145	(3) Batteries - Cars 402 & 425, Truck 145	Vehicle - Maintenance & Rep	10-470-4285	02/12/2016		142.50
	03/15/2016	140465	Windshield washer pump - Truck 150	Windshield washer pump - Truck 150	Vehicle - Maintenance & Rep	10-470-4285	02/16/2016		15.99
	03/15/2016	141127	(4) Engine oil filters - stock	(4) Engine oil filters - stock	Vehicle - Maintenance & Rep	10-470-4285	02/23/2016		13.74
	Vendor 1038 - MSU Outreach Total: 550.00								

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/13/2016 - 3/19/2016	Amount
03/15/2016	141429	Battery - Car 400	Battery - Car 400	Vehicle - Maintenance & Rep	10-470-4285	02/26/2016	Vendor 2540 - NAPA Auto Parts Total:	85.12 609.75
03/15/2016	Regist. - J. Gibbs - 4/4/16	NRA Law Enforc.Firearm Dev. School -Gibbs-4/4-8/16	NRA Law Enforc.Firearm Dev. School -Gibbs-4/4-8/16	Training	10-440-4130	03/11/2016		595.00
03/15/2016	Refund	Refund for overpayment of fine	Refund for overpayment of fine	Fines & Court Costs	10-540-5410	03/09/2016	Vendor 2786 - National Rifle Association Total:	595.00
03/15/2016	R 00600489	Gas Cylinder Rental - Februar	Gas Cylinder Rental - Februar	Equipment Rental	10-460-4280	02/29/2016	Vendor 1077 - Overpayment of Fine Total:	25.50 25.50
03/15/2016	March'16 Pmt -SMTDD	March Pmt - Traffic Light - SMTDD	March Pmt - Traffic Light - SMTDD	Street Light Installation or Re	50-470-5560	03/15/2016		5,110.62
03/15/2016	72485489	Monthly Acetylene cylinder rental - Feb.	Monthly Acetylene cylinder rental - Feb.	Equipment Rental	10-470-4280	02/29/2016	Vendor 2494 - Pace Properties, LLC Total:	5,110.62
03/15/2016	'16 Dues-Walsh,Rehm,Skagg	2016 Member dues - PIC Council - Walsh,Rehm,Skagg	2016 Member dues - PIC Council - Walsh,Rehm,Skagg	Dues & Subscriptions	10-440-4260	03/09/2016	Vendor 0268 - Praxair Distribution Inc. Total:	101.53 75.00
03/15/2016	INV0046537	February Rejis Fees	February Rejis Fees	REJIS Expenses	10-425-4345	02/15/2016	Vendor 0390 - Professional Investigators Council, Inc. Total:	75.00
03/15/2016	INV0046537	February Rejis Fees	February Rejis Fees	Telephone	10-440-4245	02/15/2016	Vendor 0279 - Rejis Commission Total:	547.61 470.00 1,017.61
03/15/2016	3342008	Sanitizing of contaminated jail cell	Sanitizing of contaminated jail cell	Waste Management Progra	10-470-4360	03/09/2016		100.00
03/15/2016	9409632395	Shredding service - 3/2/16 - City Hall	Shredding service - 3/2/16 - City Hall	Equipment - Maintenance &	10-425-4290	03/02/2016	Vendor 2787 - Servpro Oakville-Mehlville Total:	100.00
03/15/2016	9409632396	Shredding service - 2/22/16 - Police Facility	Shredding service - 2/22/16 - Police Facility	Equipment - Maintenance &	10-425-4290	03/02/2016	Vendor 2772 - Shred-it USA,, LLC Total:	18.72 37.44 56.16

Agenda Item

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Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/13/2016 - 3/19/2016	Amount
Vendor: 0292 - Sirchie Finger Print Laboratories	03/15/2016	0243455-IN	(2) Test 05 Dequenois-Levine, Test 07-S. Reagent (15) Sirchmark Evidence Tape - Red/Wht	(2) Test 05 Dequenois-Levine, Test 07-S. Reagent (15) Sirchmark Evidence Tape - Red/Wht	Field Supplies	10-440-4220	02/25/2016		75.30
Vendor: 0292 - Sirchie Finger Print Laboratories	03/15/2016	0243616-IN	(2) Test 05 Dequenois-Levine, Test 07-S. Reagent (15) Sirchmark Evidence Tape - Red/Wht	(2) Test 05 Dequenois-Levine, Test 07-S. Reagent (15) Sirchmark Evidence Tape - Red/Wht	Field Supplies	10-440-4220	02/26/2016		166.38
Vendor: 2038 - Southern Computer Warehouse									
	03/15/2016	IN-000321109	(10) Cables to Go- 6" USB 2.0 Male to Female ext. Segate Empty NAS 2 Bay	(10) Cables to Go- 6" usb 2.0 Male to Female ext. Segate Empty NAS 2 Bay	Small Tools & Equipment	10-425-4320	02/15/2016		20.40
	03/15/2016	IN-000321161	(2) Seagate 2TB NAS Hard Drives for NAS Server	(2) Seagate 2TB NAS Hard Drives for NAS Server	Small Tools & Equipment	10-425-4320	02/15/2016		152.35
	03/15/2016	IN-000321288	(2) Seagate 2TB NAS Hard Drives for NAS Server	(2) Seagate 2TB NAS Hard Drives for NAS Server	Small Tools & Equipment	10-425-4320	02/15/2016		203.44
Vendor: 1201 - St. Louis Safety, Inc.									
	03/15/2016	551044 - 1/14/16	(2) Bx Disp. shoe covers	(2) Bx Disp. shoe covers	Field Supplies	10-440-4220	02/01/2016		51.46
Vendor: 2350 - Stock & Associates Consulting Engineers, Inc.									
	03/15/2016	61630	Const. Inspection Services for Channel B - Feb.	Construction Inspection Services for Channel B	Storm Water Projects	60-470-6510	03/03/2016		2,100.00
	03/15/2016	61631	Surveying & Engineering Channel "F" - Feb.	Surveying & Engineering Contract	Storm Water Projects	60-470-6510	03/03/2016		655.00
Vendor: 0318 - Superior Equipment, Inc.									
	03/15/2016	S-26847	Labor & Parts - Repair to fuel pump - City Hall	Labor & Parts - Repair to fuel pump - City Hall	Equipment - Maintenance &	10-470-4290	03/02/2016		656.34
Vendor: 1307 - The Pointe at Ballwin Commons									
	03/15/2016	Family Bingo-3/3/16	Portion due to Ballwin for Family Bingo - 3/3/16	Portion due to Ballwin for Family Bingo - 3/3/16	Program Supplies	10-460-4210	03/09/2016		86.00
Vendor: 2516 - The UPS Store #5061									
	03/15/2016	INV#00000016696	Shipping fees	Shipping fees	Postage	10-440-4265	02/08/2016		13.77
Vendor: 1652 - Tope Plumbing, Inc.									
	03/15/2016	104693	910 LaBonne - Sewer Repair	910 LaBonne - Sewer Repair	Capital Improvement	70-470-4500	03/06/2016		2,875.00
	03/15/2016	104694	728 Country Heights - Sewer Repair	728 Country Heights - Sewer Repair	Capital Improvement	70-470-4500	03/06/2016		3,204.00
	03/15/2016	104695	1501 Sunnyside - Sewer Repair	1501 Sunnyside - Sewer Repair	Capital Improvement	70-470-4500	03/06/2016		3,420.00
Vendor: 1307 - The Pointe at Ballwin Commons Total:									
									86.00
Vendor: 2516 - The UPS Store #5061 Total:									
									13.77
Vendor: 0318 - Superior Equipment, Inc. Total:									
									656.34
Vendor: 1201 - St. Louis Safety, Inc. Total:									
									51.46
Vendor: 2038 - Southern Computer Warehouse Total:									
									376.19
Vendor: 2350 - Stock & Associates Consulting Engineers, Inc. Total:									
									2,755.00

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Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/13/2016 - 3/19/2016	Amount
03/15/2016	104696	812 Windsor Gardens - Sewer Repair	812 Windsor Gardens - Sewer Repair	Capital Improvement	70-470-4500	03/07/2016		3,020.00
Vendor: 1043 - Westport Pools, Inc.								
03/15/2016	459113	(2) BECSYS. Co2 Controller	(2) BECSYS. Co2 Controller	Building & Site Improvement	60-450-6210		Vendor 1652 - Tope Plumbing, Inc. Total:	12,519.00
03/15/2016	1150526	{24} pr Brown flash mirror lens glasses	{24} pr Brown flash mirror lens glasses	Uniforms & Equipment	10-460-4160	03/09/2016	Vendor 1043 - Westport Pools, Inc. Total:	1,200.00
Vendor: 0604 - Wise El Santo Co., Inc.								
03/15/2016		Architecture & Design - Jan-Feb. 2016	Architecture & Design	Building & Site Improvement	60-460-6210	02/29/2016	Vendor 0604 - Wise El Santo Co., Inc. Total:	139.99
03/15/2016		Architecture & Design - Jan-Feb. 2016	Reimbursables	Building & Site Improvement	60-460-6210	02/29/2016		138.11
Vendor 1021 - Wolfe Architecture & Design Total:								
							Grand Total:	18,738.11
							Grand Total:	98,840.79

INTRODUCED BY ALDERMAN BAUMANN

BILL NO. 16-

ORDINANCE NO. 16-

AN ORDINANCE ESTABLISHING THE LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT; DESIGNATING A PORTION OF THE CITY OF MANCHESTER, MISSOURI, AS A BLIGHTED AREA PURSUANT TO THE COMMUNITY IMPROVEMENT DISTRICT ACT, SECTIONS 67.1401 TO 67.1571 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED; APPROVING THE APPOINTMENT OF THE INITIAL BOARD OF DIRECTORS TO THE DISTRICT; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), authorizes the governing body of any municipality, upon receipt of a proper petition and a public hearing, to adopt an ordinance establishing a community improvement district; and,

WHEREAS, on March 8, 2016, Caplaco Six, Inc. (the "Developer") and the City of Manchester, Missouri (the "City") filed a petition (the "Petition"), attached as **Exhibit A** hereto and incorporated herein by reference, with the City Clerk pursuant to the CID Act, which proposed the formation of the Lafayette Center Community Improvement District (the "District") to pay for certain costs associated with the renovation, reconstruction and rehabilitation of a site located in the City and the boundaries of the District generally known as the Lafayette Center (the "Development"); and,

WHEREAS, pursuant to the Petition, the Developer and the City (collectively, the "Owners") are seeking a determination that the District is a "blighted area," as defined in Section 67.1401.2 of the CID Act; and,

WHEREAS, Peckham Guyton Albers & Viets, Inc., on behalf of the City, has prepared a report entitled "The Lafayette Center Community Improvement District Qualifications Analysis" attached as **Exhibit B** hereto and incorporated herein by reference (the "Blight Study") describing the conditions that qualify the District as a "blighted area"; and,

WHEREAS, the City Clerk has verified that the Petition complies with the CID Act and set a public hearing with all proper notice being given in accordance with the CID Act; and,

WHEREAS, on April 4, 2016, the Board of Aldermen held a public hearing regarding the creation of the District and all persons interested in the formation of the District were allowed an opportunity to speak and the Board of Aldermen heard all protests and received all endorsements; and,

WHEREAS, following closure of the public hearing and upon due consideration of the comments received, the Board of Aldermen has determined that it is necessary and in the interest of the public health, safety, morals and general welfare of the people of the City to create the District and declare the District as a "blighted area."

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, MISSOURI, AS FOLLOWS:

Section One: Pursuant to Section 67.1411.3 of the CID Act, the Lafayette Center Community Improvement District is hereby formed as a political subdivision of the State of Missouri having the powers and purposes set forth in the Petition, subject to the provisions of this Ordinance, the Development Agreement (as defined in **Section Two**) and the CID Act.

Section Two: The length of time for the existence of the District shall be not more than twenty-five (25) years from the effective date of this Ordinance. Notwithstanding the foregoing, the existence of the District shall automatically terminate if the District, the City and the Developer have not, within one hundred and twenty (120) days of the effective date of this Ordinance, duly approved and executed a binding development agreement (the "Development Agreement") in substance and form acceptable to the City. The time for performance of the obligations set forth in this Section is subject to extension approved in writing by the City Administrator.

Section Three: The Board of Aldermen hereby finds that the District is a "blighted area," as defined in Section 67.1401.2 of the CID Act. As documented in the Blight Study, the District, by reason of the predominance of unsafe conditions and deterioration of site improvements constitutes a social liability and a menace to the public health, safety, morals or welfare in its present condition and use, and is, therefore, blighted.

Section Four: Pursuant to Section 67.1451.5 of the CID Act, the Mayor hereby appoints and the Board of Aldermen of the City hereby approves the appointment of the District's initial Board of Directors as follows:

<u>Name</u>	<u>Initial Term</u>
John Powderly	4 years from date of appointment
Patrick Cunningham	4 years from date of appointment
Andrew Hixson	2 years from date of appointment
Sharon Wagner	2 years from date of appointment
Erika Kennett	2 years from date of appointment

The date of appointment for each of the initial Board of Directors shall be the date of passage of this Ordinance. No further action by the Mayor or Board of Aldermen of the City for appointment of the initial Board of Directors is necessary.

Section Five: The Board of Directors of the District shall have its initial meeting on such date and at such time when a quorum of the Board of Directors is available.

Section Six: Pursuant to Section 67.1421.6 of the CID Act, the City Clerk shall notify in writing the Missouri Department of Economic Development of the District's creation.

Section Seven: The City Administrator is hereby authorized and directed, on behalf of the City, to execute the City's ballot in any election held pursuant to the CID Act among the owners of real property within the boundaries of the District to authorize the imposition of the Sales Tax (as defined in the Petition) subject to the limitations set forth in this Ordinance, the Petition and the Development Agreement and to execute all other documents or certificates and take such actions as he may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

Section Eight: The officers of the City are hereby authorized and directed to execute all documents, certificates and instruments and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the foregoing documents herein approved, authorized and confirmed which they may approve and the execution of such action shall be conclusive evidence of such necessity or advisability.

Section Nine: The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section Ten: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval by the Mayor.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

CITY OF MANCHESTER, MISSOURI

(SEAL)

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

EXHIBIT A

PETITION FOR CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

**PETITION FOR THE CREATION OF
LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT**

To the Board of Aldermen of the City of Manchester, Missouri (the "City"):

The undersigned (together, "Petitioner"), representing:

- (1) the owners collectively owning more than 50% by assessed value of the real property within the boundaries of the hereinafter described community improvement district, and
- (2) more than 50% per capita of all owners of real property within the boundaries of the hereinafter described community improvement district,

does hereby petition and request that the Board of Aldermen of the City of Manchester (the "Board of Aldermen") create a Community Improvement District as described herein under the authority of Sections 67.1401 to 67.1571, inclusive, RSMo (the "CID Act").

- A. Proposed District Name. The name for the proposed community improvement district (the "District") is: **Lafayette Center Community Improvement District.**
- B. Legal Description and Map. A legal description of the District is attached hereto as Exhibit A. A map of the District is attached hereto as Exhibit B. The proposed District is located entirely within corporate boundaries of the City.
- C. Five-Year Plan. A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make, and an estimate of costs of those services and improvements to be incurred is included in the District Management Plan attached hereto as Exhibit C.
- D. Establishment as Political Subdivision. The District will be established as a political subdivision under the CID Act.
- E. Appointment of Directors. The District will be governed by a Board of Directors, which will consist of five members who shall be appointed as specified below and who shall serve staggered terms, all in accordance with Section 67.1451.5 of the CID Act. Each Director shall, during his or her entire term, be (1) at least eighteen years of age, and (2) be an owner, as defined in Section 67.1401 of the CID Act, of real property within the District, or a legally authorized representative of such an owner; provided, however, that since there are less than five owners of real property located within the District, the Board of Directors may be comprised of up to five legally authorized representatives of any of the owners of real property located within the District.

The initial Directors and their respective terms, subject to appointment by the Mayor with the consent of the Board of Aldermen, will be as follows:

- John Powderly 4 years
- Patrick Cunningham 4 years
- Sharon Wagner 2 years
- Andrew Hixon 2 years
(or successor as City Administrator)
- Erika Kennett 2 years
(or successor as City Planning, Zoning
and Economic Development Director)

Successor Directors shall also be appointed by the Mayor with the consent of the Board of Aldermen. Successor Directors shall each serve for a term of four years. In the event that a successor appointment is not made, a sitting Director shall continue to serve beyond the stated term for such Director until a replacement Director is appointed. In the event of a vacancy on the Board of Directors, the remaining Directors shall elect an interim Director to fill the vacancy for the unexpired term.

In any event and notwithstanding anything to the contrary, at all times at least three (3) of the Directors shall be legal representatives of the owner(s) of the Developer Land described on Exhibit A and shall be designated by such owner(s).

F. Total Assessed Value. The total assessed value of all real property in the District is \$3,525,020. Ownership and assessed value information is as follows:

Developer/Owner:	Caplaco Six, Inc. c/o Capitol Land Company 11850 Studt Avenue St. Louis, Missouri 63141
Parcel IDs:	22R320466 22R320457 22R320484
Assessed Value:	\$3,525,020.00
City/Owner:	City of Manchester, Missouri 14318 Manchester Road Manchester, Missouri 63011
Parcel ID:	N/A
Assessed Value:	\$0.00 - Exempt

G. Blighted Area. Petitioner is seeking a determination that the District is a “blighted area” under the CID Act.

H. Term of Existence. The length of time proposed for the existence of the District is twenty-five (25) years from the effective date of the ordinance approving this Petition.

Agenda Item 10a

- I. Sales Tax. The qualified voters of the District will be asked to approve a sales tax of up to one percent (1%) (the "Sales Tax") in accordance with the CID Act in order to assist in the funding, financing and refinancing of certain services and public improvements serving the property within the District. Additional details about the Sales Tax are set forth in the District Management Plan attached as Exhibit C.
- J. Real Estate Tax and Business License Tax. Petitioner will not seek to submit to the qualified voters of the District any proposition for approval of a real property tax levy or business license taxes.
- K. No Special Assessment. Petitioner will not seek to submit to the qualified voters of the District any proposition for approval of a Special Assessment.
- L. No Borrowing Capacity Limitation. Petitioner does not seek limitations on the borrowing capacity of the District.
- M. No Revenue Limitations. Petitioner does not seek limitations on the revenue generation of the District.
- N. No Power of Eminent Domain. Petitioner does not seek any power of eminent domain.
- O. No Other Limitations. Petitioner does not, however, propose any limitations on the powers of the District other than those expressly set forth in the foregoing provisions of this Petition.
- O. Petitioner Withdrawal Right Notice. The signature of the signers of this Petition may not be withdrawn from this Petition later than seven days after the filing hereof with the City Clerk.

[SIGNATURE PAGES FOLLOW]

**EXECUTION PAGE FOR PETITION FOR THE CREATION OF
LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT**

Name of Property Owner: Caplaco Six, Inc.
Property Owner's telephone number: 314.991.8900
Property Owner's mailing address: c/o Capitol Land Company
11850 Studt Avenue
St. Louis, Missouri 63141

<u>Parcel Number</u>	<u>Assessed Valuation</u>
22R320466	\$3,524,700.00
22R320457	\$160.00
22R320484	\$160.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition as a duly authorized officer of the property owner named immediately above.

Date: March 7, 2016

CAPLACO SIX, INC.
a Missouri corporation

By: George K. Capps
George K. Capps, President
Signer's telephone number: 314.991.8900
Signer's mailing address: c/o Capitol Land Company
11850 Studt Avenue
St. Louis, Missouri 63141

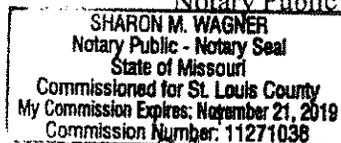
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 7th day of March, 2016, before me, a Notary Public, personally appeared George K. Capps, President of Caplaco Six, Inc., a Missouri corporation, known to me to be the person described in the foregoing instrument and who, pursuant to due authority, executed the same on behalf of said corporation.

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

Sharon M. Wagner
Notary Public

My Commission Expires: 11/21/19
4389357



**EXECUTION PAGE FOR PETITION FOR THE CREATION OF
LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT**

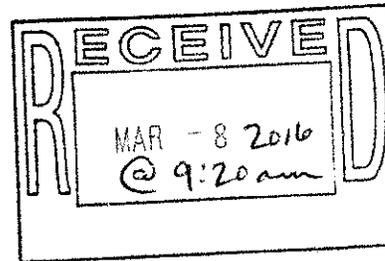
Name of Property Owner: City of Manchester, Missouri
Property Owner's telephone number: 636.227.1385
Property Owner's mailing address: 14318 Manchester Road
Manchester, Missouri 63011

<u>Parcel Number</u>	<u>Assessed Valuation</u>
N/A	EXEMPT - \$0.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition as a duly authorized officer of the property owner named immediately above.

Date: March 8, 2016

CITY OF MANCHESTER, MISSOURI



By: Andrew Hixson
Andrew Hixson, City Administrator

Signer's telephone number: 636.227.1385
Signer's mailing address: 14318 Manchester Road
Manchester, Missouri 63011

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

On this 8th day of March, 2016, before me, a Notary Public, personally appeared Andrew Hixson, City Administrator of the City of Manchester, Missouri, a Missouri fourth-class city, known to me to be the person described in the foregoing instrument and who, pursuant to due authority, executed the same on behalf of said city.

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

Michelle Melugin
Notary Public

My Commission Expires:



MICHELLE MELUGIN
My Commission Expires
June 16, 2017
Jefferson County
Commission #13404190

EXHIBIT A

**BOUNDARY DESCRIPTION AND MAP OF THE
LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT**

Developer Land

PARCEL 1: A tract of land being part of that parcel conveyed to Caplaco Six, Inc., by Deed recorded in Book 6968 page 45 of the St. Louis County Records, situated within Section 36, Township 45 North, Range 4 East, in the City of Manchester, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Eastern line of "Baxter Acres Amended," a Subdivision, according to the plat thereof recorded in Book 76 page 17 of the St. Louis County Records, at the Southwestern corner of Lot 322 of "Royal Village Plat 2," a Subdivision, according to the plat thereof recorded in Book 201 pages 34 and 35 of the St. Louis County Records, thence along the Southern line of "Royal Village Plat 2," South 89 degrees 05 minutes 00 seconds East, 803.35 feet to a point; thence South 11 degrees 59 minutes 40 seconds East, 672.82 feet to a point on the Northern line of a tract of land conveyed to the City of Manchester (for the dedication of Andersohn Drive, fifty feet wide) by Deed recorded in Book 6968 page 48 of the St. Louis County Records; thence along said Northern line, North 81 degrees 48 minutes 40 seconds West, 160.53 feet to a point of curvature; thence Southwestwardly 95.99 feet along a curve to the left, having a radius of 275.00 feet and a chord bearing South 88 degrees 11 minutes 20 seconds West to a point of tangency; thence South 78 degrees 11 minutes 20 seconds West, 188.78 feet to a point of curvature; thence Northwestwardly, 202.33 feet along a curve to the right, having a radius of 235.00 feet and a chord bearing North 77 degrees 08 minutes 46 seconds West to a point of reverse curvature; thence Northwestwardly, 234.65 feet along a curve to the left, having a radius of 891.70 feet and a chord bearing North 60 degrees 01 minute 11 seconds West to a point of tangency; thence North 67 degrees 33 minutes 30 seconds West, 117.73 feet to a point on the Eastern line of "Baxter Acres Amended," as aforementioned; thence along said Eastern line, North 00 degrees 08 minutes 45 seconds West, 484.28 feet to the point of beginning. (Locator #22R320466)

PARCEL 2: A tract of land being part of that parcel conveyed to Caplaco Six, Inc., by Deed recorded in Book 6968 page 45 of the St. Louis County Records, situated within Section 36, Township 45 North, Range 4 East, in the City of Manchester, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of a tract of land conveyed to the State of Missouri (for the widening of Missouri State Highway 100, known as Manchester Road, variable width), by the instrument recorded in Deed Book 4671 page 272 of the St. Louis County Records, said point being the Southwestern corner of a tract of land dedicated to the City of Manchester (for the widening of School Street) by Plat recorded in Book 288 page 34 of the St. Louis County Records; thence along said Northern line, North 86 degrees 13 minutes 00 seconds West, 74.87 feet to a point; thence South 87 degrees 27 minutes 40 seconds West, 106.68 feet to a point on the Eastern line of a tract of land conveyed to St. Louis County (for the relocation of Baxter

Road, variable width) by the instrument recorded in Deed Book 7370 page 2484 of the St. Louis County Records; thence along said Eastern line, North 39 degrees 57 minutes 46 seconds West, 78.56 feet to a point; thence Northwestwardly, 192.56 feet along a curve to the left having a radius of 759.20 feet and a chord bearing North 32 degrees 58 minutes 39 seconds West to the Southern most corner of a tract of land dedicated to the City of Manchester by Plat recorded in Book 288 pages 35 and 36 of the St. Louis County Records; thence along the Southeastern line of said tract, Northeastwardly, 30.12 feet along a curve to the right, having a radius of 20.00 feet and a chord bearing North 02 degrees 54 minutes 15 seconds East to a point of tangency; thence North 46 degrees 03 minutes 07 seconds East, 75.57 feet to a point of curvature; thence Northeastwardly, 77.40 feet along a curve to the right, having a radius of 138.00 feet and a chord bearing North 62 degrees 07 minutes 14 seconds East to a point of tangency; thence North 78 degrees 11 minutes 20 seconds East, 217.77 feet to a point of curvature being the Northwestern corner of the tract of land dedicated to the City of Manchester for the widening of School Street, as aforementioned; thence along the Eastern line of said tract, Southeastwardly, 44.70 feet along a curve to the right, having a radius of 25.00 feet and a chord bearing South 50 degrees 35 minutes 20 seconds East to a point of tangency; thence South 00 degrees 38 minutes 00 seconds West, 332.19 feet to a point of curvature; thence Southwestwardly, 40.64 feet along a curve to the right, having a radius of 25.00 feet and a chord bearing South 47 degrees 12 minutes 30 seconds West to the point of beginning. (Locator #22R320448)

PARCEL 3: A tract of land being part of that parcel conveyed to Caplaco Six, Inc., by Deed recorded in Book 6968 page 45 of the St. Louis County Records, situated within Section 36, Township 45 North, Range 4 East, in the City of Manchester, St. Louis County, Missouri, being more particularly described as follows:

Beginning a point on the Eastern line of a tract of land conveyed to St. Louis County (for the relocation of Baxter Road, variable width) by the instrument recorded in Deed Book 7370 page 2484 of the St. Louis County Records, at the Westernmost corner of a tract of land dedicated to the City of Manchester by Plat recorded in Book 288 pages 35 and 36 of the St. Louis County Records; thence along said Eastern line, Northwestwardly, 251.16 feet along a curve to the left, having a radius of 759.20 feet and a chord bearing North 57 degrees 10 minutes 24 seconds West to a point of tangency; thence North 66 degrees 39 minutes 03 seconds West, 65.86 feet to a point; thence North 22 degrees 06 minutes 17 seconds West, 21.38 feet to a point on the Southern line of a tract of land conveyed to the City of Manchester (for the dedication of Andersohn Drive, fifty feet wide) by Deed recorded in Book 6968 page 48 of the St. Louis County Records; thence along said Southern line, North 22 degrees 26 minutes 30 seconds East, 66.31 feet to a point; thence South 67 degrees 33 minutes 30 seconds East, 68.83 feet to a point of curvature; thence Southeastwardly, 221.49 feet along a curve to the right, having a radius of 841.70 feet and a chord bearing South 60 degrees 01 minute 11 seconds East to a point of reverse curvature; thence Southeastwardly, 70.29 feet along a curve to the left, having a radius of 285.00 feet and a chord bearing South 59 degrees 32 minutes 48 seconds East to a point of reverse curvature at the Northern most corner of the tract of land dedicated to the City of Manchester by Plat recorded in Book 288 pages 35 and 36, as aforementioned; thence along the Northwestern line of said tract, Southeastwardly, 39.33 feet along a curve to the right, having a radius of 20.00 feet and a chord bearing South 10 degrees 16 minutes 48 seconds East to a point of tangency; thence South 46 degrees 03 minutes 07 seconds West, 40.07 feet to a point; thence South 75

degrees 39 minutes 47 seconds West, 40.41 feet to the point of beginning. (Locator #22R320457)

- and -

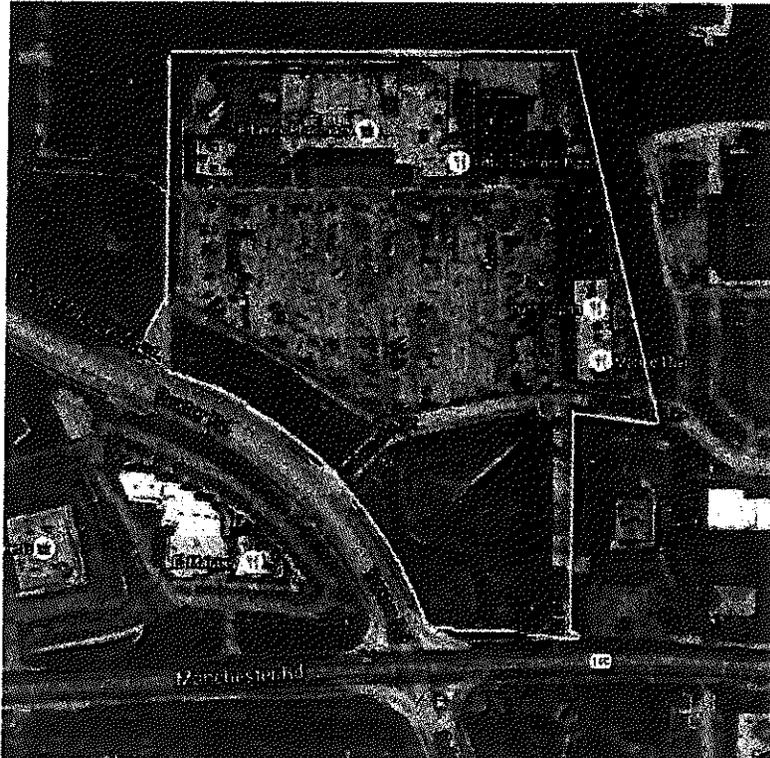
City Land

A tract of land being a composite of that tract of land dedicated to the City of Manchester by plat recorded in Plat Book 288, Pages 35 and 36 and those tracts of land conveyed to the City of Manchester by deed recorded in Deed Book 19361, Page 1228 of the St. Louis County Records, situated within Section 36, Township 45 North, Range 4 East, in the City of Manchester, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Eastern line of a tract of land conveyed to St. Louis County (for the relocation of Baxter Road, variable width) by instrument recorded in Deed Book 7370, Page 2484 of the St. Louis County Records, at the Westernmost corner of a tract of land dedicated to the City of Manchester by plat recorded in Plat Book 288, Pages 35 and 36 of the St. Louis County Records; thence Northeasterly, along the Western line of the aforementioned property dedicated to the City of Manchester, North 75 degrees 39 minutes 47 seconds East, 40.41 feet to a point; thence North 46 degrees 03 minutes 07 seconds East, 40.07 feet to a point of curvature on the Western line thereof; thence Northwesterly, along a curve to the left having a radius of 20.00 feet, an arc distance of 39.33 feet (North 10 degrees 16 minutes 48 seconds West, 33.29 feet on its chord) to the Northwestern corner of said property dedicated to the City of Manchester, being a point of cusp; thence Southeasterly, along the Northeastern line of said property dedicated to the City of Manchester, along a curve to the left having a radius of 285.00 feet, an arc distance of 175.09 feet (South 84 degrees 12 minutes 42 seconds East, 172.35 feet on its chord) to the Northeastern corner thereof, being a point of cusp; thence Southwesterly, along the Eastern line of said property conveyed to the City of Manchester, South 78 degrees 11 minutes 20 seconds West, 42.60 feet to a point of curvature; thence Southwesterly, along a curve to the left having a radius of 138.00 feet, an arc distance of 54.67 feet (South 66 degrees 50 minutes 20 seconds West, 54.32 feet on its chord) to the most Northern corner of the most Northern tract of land conveyed to the City of Manchester by deed recorded in Deed Book 19361, Page 1228 of the St. Louis County Records; thence Southeasterly, along the Eastern line of said most Northern tract of land, South 14 degrees 48 minutes 37 seconds East, 12.63 feet to a point; thence Southwesterly, along the Southern line thereof, South 75 degrees 11 minutes 23 seconds West, 26.49 feet to the most Western corner thereof, being a point on the Eastern line of property dedicated to the City of Manchester, as aforementioned; thence Southwesterly, along the Eastern line thereof, South 46 degrees 03 minutes 07 seconds West, 48.98 feet to the most Northern corner of the most Southern tract of land conveyed to the City of Manchester by the aforementioned deed recorded in Deed Book 19361, Page 1228 of the St. Louis County Records, thence Southwesterly, along the Eastern line thereof, South 00 degrees 11 minutes 23 seconds West, 27.62 feet to an angle point therein; thence Southwesterly, continuing along the Eastern line thereof, South 49 degrees 07 minutes 53 seconds West, 20.68 feet to the most Southern corner of said property conveyed to the City of Manchester, being a point on the Eastern line of relocated Baxter Road, as aforementioned; thence Northwesterly, along a curve to the left having a radius of 759.20 feet, an arc distance of 98.75 feet (North 43 degrees 58 minutes 11 seconds West, 98.68 feet on its chord) to the point of beginning.

The District also includes all streets, roads, bridges and right-of-ways currently owned by the City of Manchester, Missouri located in the boundaries of the District.

EXHIBIT B
DISTRICT MAP



Legend

-  Community Improvement District Boundary
-  City Land
-  Developer Land

EXHIBIT C

DISTRICT MANAGEMENT PLAN

Introduction

The Lafayette Center Community Improvement District (the "District") is proposed to provide funding for the construction of various public improvements (the "Project") within the District located at the corner of Manchester Road and Baxter Road in the City of Manchester, Missouri (the "City"). The District is being formed and will be operated under the authority of Sections 67.1401 to 67.1571, inclusive, RSMo (the "CID Act").

The District will issue or cause to be issued obligations, which may include the issuance of notes and/or bonds, the proceeds of which will be used to fund, finance and refinance all or a certain portion of the costs associated with the Project. The District will impose a sales tax on the commercial uses within the District, the revenues of which will be used, subject to annual appropriation by the District, to repay the District's obligations and to pay administrative costs of the District and other eligible (under the CID Act) costs of the District. If notes and/or bonds are issued by or on behalf of the District, the notes and/or bonds will not be a financial obligation of the City.

The District will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five members -- all appointed by the Mayor with the consent of the Board of Aldermen, and all legally authorized representatives of Caplaco Six, Inc., a Missouri corporation, or successor owner(s) of the Developer Land within the District (the "Developer/Owner") or the City or successor owner(s) of the City Land within the District (the "City/Owner"; the Developer/Owner and the City/Owner sometimes referred to herein together as the "Owner").

Section 1. District Formation

The District's formation requires submission of a signed petition from a group of property owners:

- collectively owning more than 50% by assessed value of the real property within the District; and
- representing more than 50% per capita of all owners of real property within the District.

The Petition, to which this Plan is attached as **Exhibit C**, meets these signature requirements.

Section 2. Project

Location:

The Project area is located generally at the corner of Manchester Road and Baxter Road in Manchester, Missouri. The District includes approximately 15.565 acres of land owned by Developer/Owner within the Project area and approximately 0.21 acres of land owned by City/Owner within the Project area as right-of-way consisting of a municipal bridge and street, together with adjacent City right-of-way consisting of other municipal streets and bridges.

The District is generally depicted on the map included on Exhibit B attached to the Petition.

Assessed Value of District:

The total assessed value of the land and improvements comprising the real property within the District on the date of the Petition is \$3,525,020.

Purposes:

The purpose of the District is to enhance and transform the public appearance of the Project area and eliminate blight conditions, providing assistance to or constructing, reconstructing, installing, repairing, and maintaining improvements as part of the Project, providing services and activities within the District's boundaries associated with the Project, and imposing funding mechanisms to finance and administer those improvements and services.

Project:

The District will cause the design and implementation of the Project for the benefit of the Project area. The Project may be undertaken in multiple phases or may occur in one phase. The improvements and services which may be included as part of the Project and funded by the District consist of all improvements and services authorized under the CID Act, except that the District shall have no authority to acquire property by condemnation.

The improvements contemplated as part of the Project will include, without limitation, construction, demolition, removal and replacement, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to demolition, earth work, erosion control, paving, drainage systems and retention, and improvements to storefront and building facades, pedestrian walkways, walls, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, planters, islands, landscaping, fences, retaining walls, drives, sidewalks, patios, signage and other fixtures, and associated or other traffic or parking improvements, crosswalks, utilities, lighting and landscaping, and streets, bridges and/or public rights-of-way.

The Project will also include, without limitation, provisions for, and costs associated with, operation and maintenance of the Project; third party consents; environmental engineering; surveying, title services, legal, architectural, engineers' and other professional fees; construction cost financing, placement fees and interest; builder's risk insurance, design, engineering,

development, project management, architect and contractor fees; other professional costs, including legal and accounting; permits and inspections fees; temporary construction licenses and business interruption payments necessary to facilitate the timing and extent of construction activities; and costs of issuing the District's obligations.

On an ongoing basis, the Project will also include, without limitation, providing and defraying costs of establishment of the District, operating the District, maintenance and administration of the District, and contracting and personnel services necessary to carry out the purposes of the District, including legal and accounting services, insurance coverages and auditing services, as well as advertising and promotions to attract further investment within the District.

Method of Financing:

The District will assist in the funding of the Project. It is anticipated that the District will issue or cause to be issued notes, bonds or incur other obligations, as defined in Section 67.1401.2(10) of the Revised Statutes of Missouri, to pay for, finance and refinance the Project. The District will impose a sales tax on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, except the sale of motor vehicles, trailers, boats or outboard motors and sales to public utilities, all as allowed by Sections 67.1461 and 67.1545 of the Revised Statutes of Missouri (the "Sales Tax").

The revenue collected from the Sales Tax will be used, subject to annual appropriation by the District, to repay the notes, bonds or other obligations that are issued to fund, finance and refinance the costs of construction of the Project, as well as to pay administrative costs of the District and other eligible (under the CID Act) costs of the District.

The notes, bonds or other obligations issued to fund the Project may be refinanced and refunded by the issuance of new notes, bonds and obligations from time to time.

Costs:

The total estimated cost associated with the initial improvements for the Project and the estimated initial annual cost of administering and operating the District are set forth in Exhibit C-1 to this Plan.

City Services:

Section 67.1461.5 of the CID Act states that the City shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the financial burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the City discriminate in the provision of the publicly funded services between areas included in such District and areas not so included.

Duration:

The District will operate for a maximum term of twenty-five (25) years from the effective date of the ordinance approving the Petition. The proposed duration of the term of the District

represents a sufficient period of time for completion of the Project and for the revenue from Sales Tax to remain in place to fully fund the costs to be funded by the District.

Administration:

The District's budgets and policies will be refined annually, within the limitations set forth in this Plan and the CID Act, by the District's Board of Directors. The District will enter into a contract or otherwise work with the City to coordinate construction, maintenance and financing activities of the District with the City.

Section 3. District Boundaries

Approximately 15.565 acres of land owned by Developer/Owner within the Project area and approximately 0.21 acres of land owned by City/Owner within the Project area as right-of-way consisting of a municipal bridge and streets, together with adjacent City right-of-way consisting of other municipal streets and bridges, are within the boundaries of the District, as depicted on the map of the District included on Exhibit B to the Petition.

Section 4. Facilities and Services to be Provided

During the first five years, the District will be used as a mechanism to fund, finance and refinance the cost of constructing the Project. The District will also provide funding for operating costs, including administrative and legal services.

Section 5. Governing the Lafayette Center Community Improvement District

Board of Directors for the District:

The District's Board of Directors shall be legally authorized representatives of the owner(s) of the real property within the boundaries of the District and appointed by the City, as set forth above, and shall serve such terms as permitted in Section 67.1451 of the Revised Missouri Statutes.

Coordination with the City and Department of Revenue:

The District will coordinate with the City regarding the construction of the Project, the issuance of notes, bonds or other obligations to fund, finance and refinance construction and maintenance of the Project, and any other relevant aspects of the overall financing for the Project and administration and operation of the District. The District will coordinate with the Missouri Department of Revenue regarding the imposition and collection of the Sales Tax. Pursuant to Section 67.1461.3, RSMo, a development agreement between the District and the City will also provide for the annual reimbursement to the City for the reasonable and actual expenses incurred by the City to establish the District and review annual budgets and reports of the District, which are required to be submitted to the City.

Section 6. District Rules and Regulations

1. The District shall operate at all times in accordance with bylaws that shall be adopted by the District's Board of Directors and in accordance with the CID Act.
2. The District will meet on an annual or more frequent basis.
3. The District will annually prepare a budget (the "Budget") and an annual report (the "Report") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Administrator for review and comment prior to approval by the District's Board of Directors.

Section 7. Five-Year Plan

The purposes of the District, the improvements contemplated within the District within the first five years and the administration of the District are described in the Introduction above and in Sections 1-6 above. The estimates of the costs of those improvements are described on **Exhibit C-1** attached to this Plan.

Upon establishment, the District will finalize design drawings and gather appropriate project improvement authority approvals, where applicable, to proceed with the construction of the Project as permitted under the CID Act. It is anticipated that the improvements for the Project will be substantially completed by 2017. It is anticipated that notes, bonds or other obligations will be issued to fund, finance and refinance the costs of the Project.

Throughout the period of construction and development of the Project, subject to annual appropriation, the District may apply revenue collected from the Sales Tax to fund or otherwise reimburse eligible costs and fees. Following completion of the improvements for the Project and continuing through the term of existence of the District, subject to annual appropriation, revenue collected from Sales Tax may be applied or otherwise used to fund or reimburse ongoing administrative costs of the District and other eligible (under the CID Act) costs of the District, and to repay notes, bonds or other obligations issued to fund, finance and refinance the Project.

This five-year plan is intended to be a working document that will be reviewed annually to maintain and fulfill the vision of the District.

Estimated Timeframe for Five-Year Plan

2016

- Creation of the District
- Appointment of the Board of Directors
- Levy of the Sales Tax
- Approval of a Development Agreement with the City
- Implementation of construction documents for the Project
- Commencement of construction of the Project

- Issuance of District obligations (“CID Obligations”) payable from the Sales Tax revenues to finance the Project

2017

- Imposition, collection and administration of Sales Tax
- Provision of ongoing services, maintenance and security functions within the District
- Completion of construction of the Project
- Payment of debt service on CID Obligations
- Issuance of additional CID Obligations payable from the Sales Tax revenues to finance the Project

2018

- Collection and administration of Sales Tax
- Payment of debt service on CID Obligations

2019

- Collection and administration of Sales Tax
- Payment of debt service on CID Obligations

2020

- Collection and administration of Sales Tax
- Payment of debt service on CID Obligations

The District will monitor progress of the construction and development within the District boundaries and perform ongoing administration and oversight of the District. The District may contract the administration duties, including, without limitation, registering tenants for the collection of the sales tax imposed, administering board activity, monitoring District revenues, performing State compliance filings and managing the audit process.

Upon commencement of the Sales Tax collections, the District will ensure the remittance of taxes collected in order to forward net proceeds for application toward its payment and reimbursement obligations.

EXHIBIT C-1

Five-Year Management Plan

ESTIMATED COST OF IMPROVEMENTS ON THE DEVELOPER LAND FOR THE PROJECT

Site Preparation (grading , hauling and site prep)	\$358,705
Construction (land, retaining walls, and pavement)	\$966,900
Building Façade Renovation (construction improvements to building exterior, signage, lighting)	\$1,902,554
Infrastructure Improvements	\$190,637
Landscaping and Enhancements	\$333,143
Professional Fees	\$587,560
General Conditions, Overhead and Contingency 7.5%	<u>\$320,757</u>
 Subtotal	 <u>\$4,660,256</u>

ESTIMATED COST OF THE IMPROVEMENTS ON THE CITY LAND FOR THE PROJECT

Bridge Replacement and Street Repair	<u>\$98,414</u>
 Subtotal	 <u>\$98,414</u>

ESTIMATED COST OF THE IMPROVEMENTS FOR THE PROJECT \$4,758,670

ESTIMATED ANNUAL COST OF ADMINISTRATION AND OPERATION OF THE DISTRICT

Administrative and Operation (Annual)	\$25,000*
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**Subject to annual escalation based on increases in the CPI-U (Consumer Price Index for all Urban Consumers)*

Agenda Item 10a

EXHIBIT B
BLIGHT STUDY

EXHIBIT "B"

The Lafayette Center Community Improvement District Qualifications Analysis

March 16, 2016

TABLE OF CONTENTS

SECTION/SUB-SECTION TITLE	PAGE NUMBER
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DETERIORATION OF SITE IMPROVEMENTS	2
ECONOMIC LIABILITY	2
ECONOMIC UNDERUTILIZATION	3
SUMMARY	3
 APPENDIX	
• EXHIBIT A – COMMUNITY IMPROVEMENT DISTRICT BOUNDARY MAP	
• EXHIBIT B – PHOTO APPENDIX	

ANALYSIS OF BLIGHTED AREA FACTORS

INTRODUCTION

The Community Improvement District Act, Sections 67.1401 to 67.1571, R.S.Mo., as amended, (the "CID Act"), allows for a variety of community development activities within a Community Improvement District and also provides for the effectuation of specific redevelopment activities (e.g., demolition, removal, renovation, reconstruction or rehabilitation) within that portion of a Community Improvement District that has been found to be a "blighted area," as defined by the CID Act.

This Section identifies and analyzes the existing conditions that support a finding that the proposed Lafayette Center Community Improvement District (the "District") is a "blighted area" under the CID Act. The District is comprised of three parcels and adjoining or intervening rights-of-way of Lafayette Center, Andersohn Drive and School Street totaling approximately 18 acres of land and identified on **Exhibit A - Community Improvement District Boundary Map**, attached hereto (the "Study Area"). This analysis is based upon on-site investigations of the Study Area conducted by PGAV staff on July 14, 2014, September 17, 2014, and December 8, 2015.

A map of the boundary of the proposed District is included herein at **Exhibit A - Community Improvement District Boundary Map**. PGAV staff also relied upon its extensive experience, knowledge of the real estate market, and professional expertise in the preparation of the analysis. Photographs illustrating representative blighting conditions were taken during the site visit and are displayed in **Exhibit B - Photo Index**. This report will not reflect changes in conditions or events that have occurred subsequent to the date of the site visit or the publication of this report.

The CID Act defines a "Blighted Area" as follows:

By reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use...
(R.S. Mo. 67.1401.2(3)(a))

EXISTING CONDITIONS

As indicated above, PGAV Staff conducted field investigations and identified the following conditions within the Study Area that constitute blighting factors in accordance with the CID Act.

UNSAFE CONDITIONS

Unsafe conditions may be found with respect to the current state or configuration of existing structures or can be found with respect to the current state or configuration of site improvements, such as public roads and associated ingress and egress and recurring instances of flooding or debris inhibiting or obstructing the proper flow of vehicular or pedestrian traffic.

Summary of Findings Regarding Defective or Inadequate Street Layout:

The Lafayette Shopping Center lacks pedestrian access. The only direct pedestrian access to the shopping center is from a sidewalk along the northern right-of-way of Andersohn Drive that connects to the pedestrian walkway associated with the strip retail building on the eastern portion of the shopping center. Public transit users do not have a direct pedestrian link to the shopping center from the nearest Metro bus stop. For example, were one to disembark a Metro bus at the intersection of Manchester Road and Baxter Road and walk to the shopping center, one would walk along Baxter Avenue to the bridge at Andersohn Drive, turn right and walk across the bridge. Shortly after crossing the bridge, the sidewalk ends. Where the sidewalk ends is a slope that appears to be compliant with the Americans with Disabilities Act requirements and which directs the pedestrian across Andersohn Road to the shopping center. The sidewalk-ending at the northern end of the bridge, pictured below, is placed too far away from the intersection, is not met with a formal pedestrian crossing and has no companion pedestrian facility on the other side of Andersohn Road. For wheelchair-bound pedestrians in particular, this poorly laid out intersection can present a safety hazard as one would be directed into traffic and then left only with the option of navigating through the parking lot to reach the shopping center.

DETERIORATION OF SITE IMPROVEMENTS

Deterioration may be evident in defects in primary and secondary building components where the defects cannot be cured in the course of normal maintenance. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, siding, fascia materials, etc. Deterioration may also be evident in buildings with sound primary and secondary components, due to such things as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. Deterioration may also be evident in surface improvements, related to the structures, such as asphalt or concrete paving, curbs, gutters and road surfaces.

Summary of Findings Regarding Deterioration of Site Improvements:

Site improvements in the Study Area are comprised of a Dierbergs grocery store and associated strip retail buildings all constructed in 1978. Other site improvements include retaining walls, paved parking, exterior lighting standards, roadways, and two bridges which pass over a creek. Deterioration was also observed to affect each of the following:

- *Deteriorated paved parking surfaces were observed throughout the main parking area. This deterioration is largely in the form of "alligator cracking" which indicates deterioration not only of the surface pavement material but also of the base layer material indicating that a full replacement is likely required;*
- *Exterior walls, bricks and mortar were observed to be deteriorated along the roof line and rear portions of the buildings within the Study Area;*
- *Concrete and asphalt curbs at various locations, particularly in the rear of the retail buildings, were observed to be broken and deteriorated;*
- *A wooden fence at the southern end of the strip retail building is deteriorated;*
- *A wooden retaining wall behind Dierbergs is deteriorated; and*
- *Roadway pavement throughout the Study Area was observed to be deteriorated.*

SOCIAL LIABILITY

Social liability is caused by the Study Area's present condition and use. The Study Area's present condition is characterized by deterioration of site improvements and unsafe conditions. The deterioration indicates a lack of investment and improvement for the benefit and safety of visitors to the Study Area. The lack of safe and proper accommodations for pedestrian movement through the Study Area creates a hazardous condition and a social liability.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE

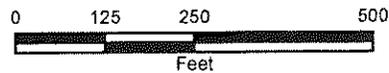
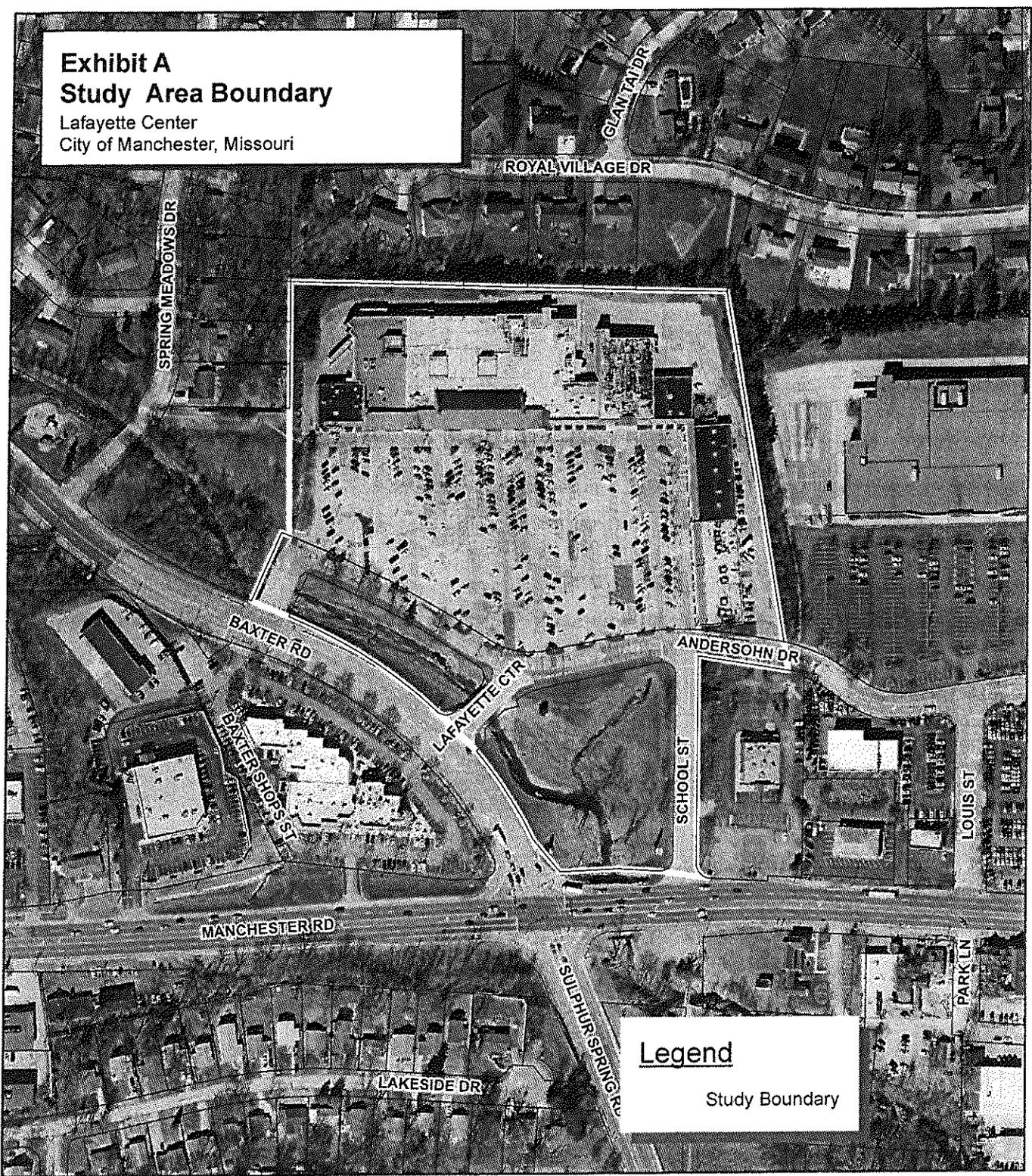
In its present condition and use, the Study Area suffers from deterioration and unsafe conditions. The lack of adequate pedestrian accommodations creates an unsafe environment for pedestrians walking through the Study Area and creates an environment that is a menace to the public health, safety, morals or welfare.

SUMMARY

The Study Area meets the definition of a "Blighted Area" as such term is defined in the CID Act. The Study Area is an area which, by reason of the predominance of deterioration of site improvements and unsafe conditions constitutes a social liability and a menace to the public health, safety, morals or welfare in its present condition and use.

APPENDIX

Exhibit A
Study Area Boundary
Lafayette Center
City of Manchester, Missouri



March 2016

APPENDIX C - EXISTING CONDITIONS PHOTOS
BLIGHTING ANALYSIS - LAFAYETTE CENTER

MANCHESTER, MISSOURI

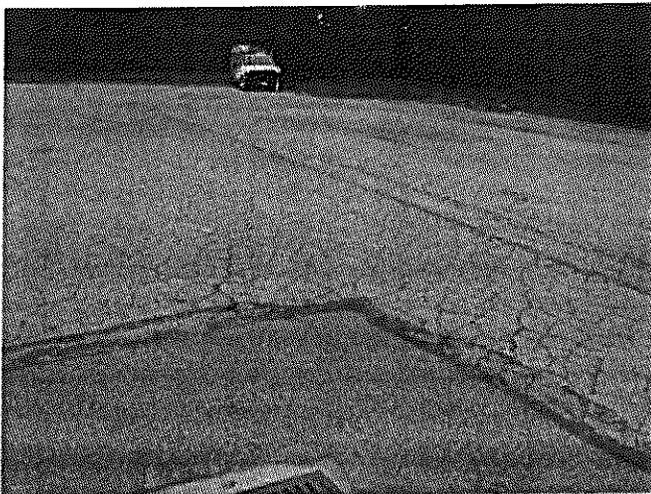
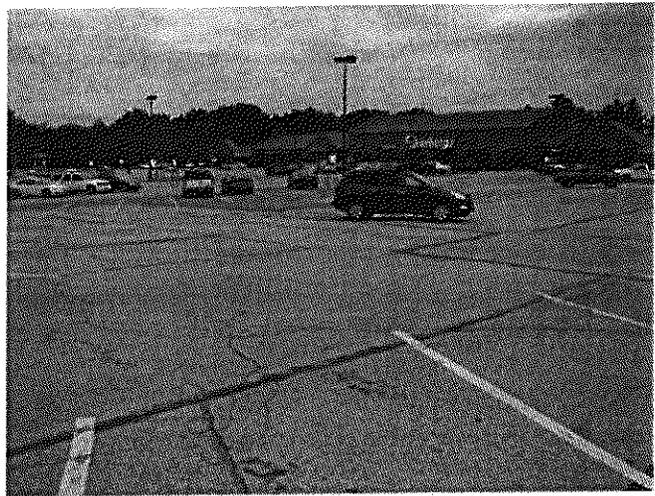
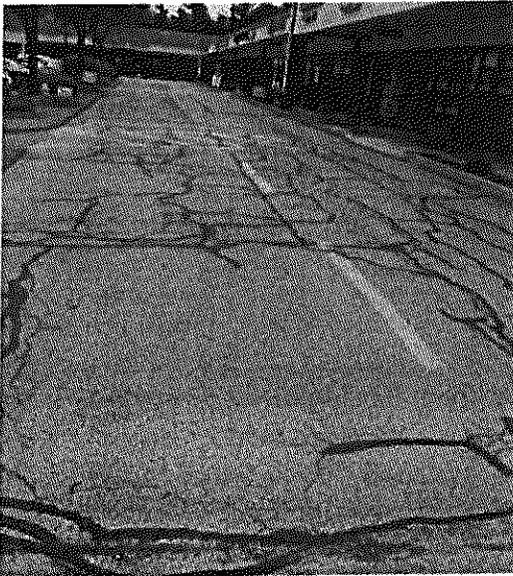
On July 14, 2014 and September 17, 2014 PGAV PLANNERS staff conducted a field review of the Study Area. The following pages contain a series of photos taken on those dates. These photos are grouped according to various factors for designation of a "Blighted area" as such term is defined in the Community Improvement District Act.

Overview

The Study Area is located at the northeast corner of Manchester Road and Baxter Road and primarily consists of the mixed commercial uses making up Lafayette Center.

Deterioration of Site Improvements

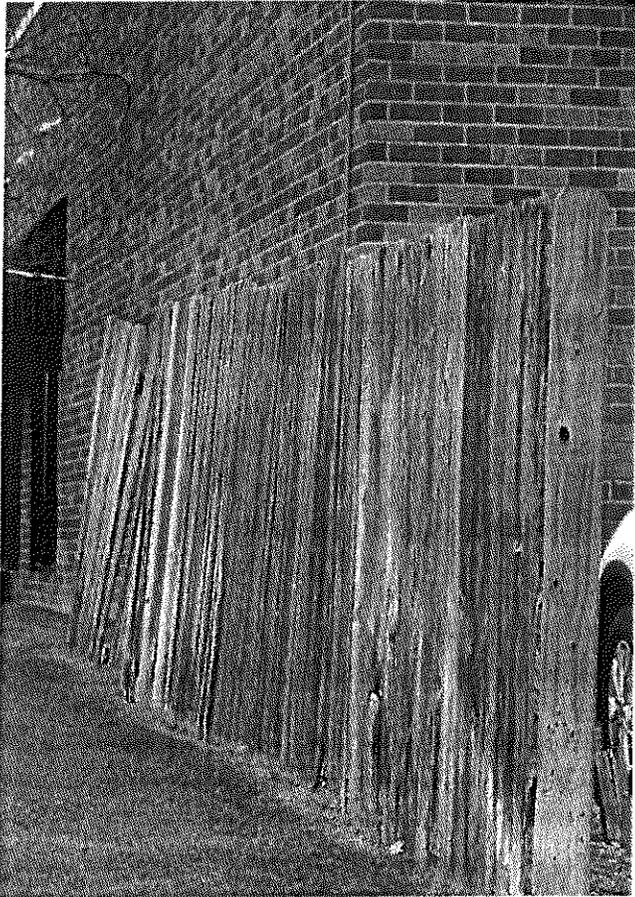
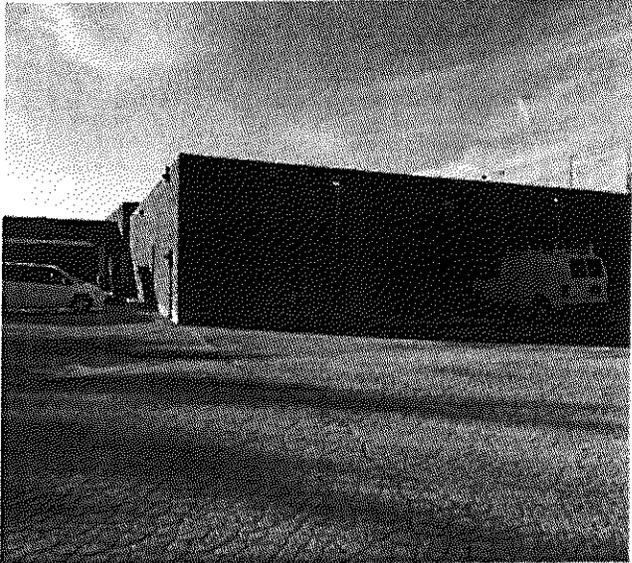
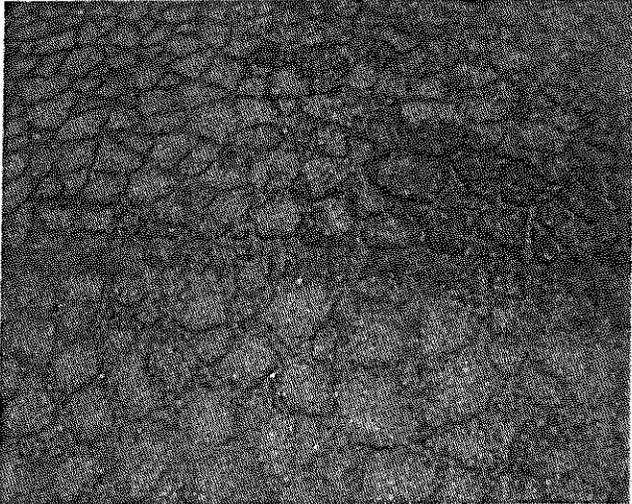
This page illustrates examples of deterioration found throughout Lafayette Center.



APPENDIX C - EXISTING CONDITIONS PHOTOS
BLIGHTING ANALYSIS - LAFAYETTE CENTER

MANCHESTER, MISSOURI

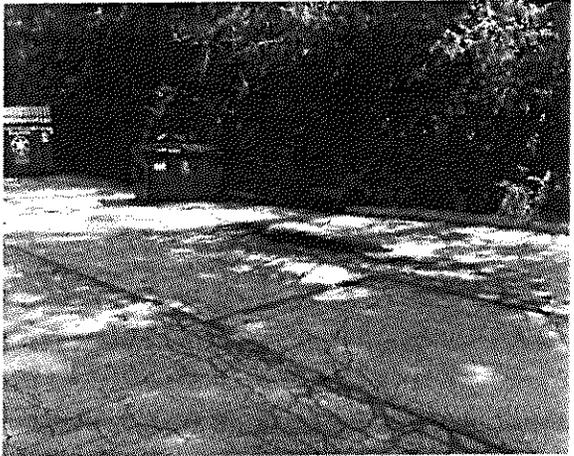
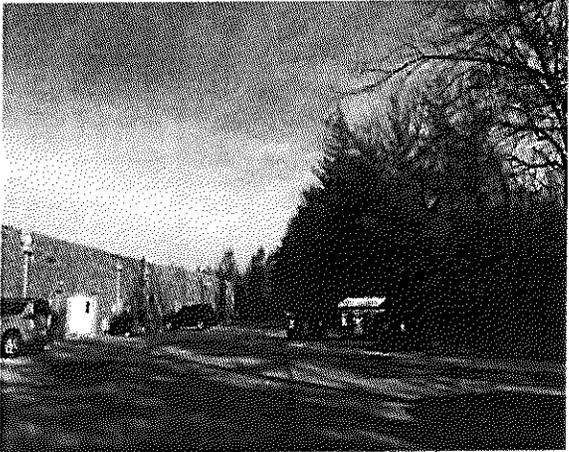
Deterioration of Site Improvements (con't)



APPENDIX C - EXISTING CONDITIONS PHOTOS
BLIGHTING ANALYSIS - LAFAYETTE CENTER

MANCHESTER, MISSOURI

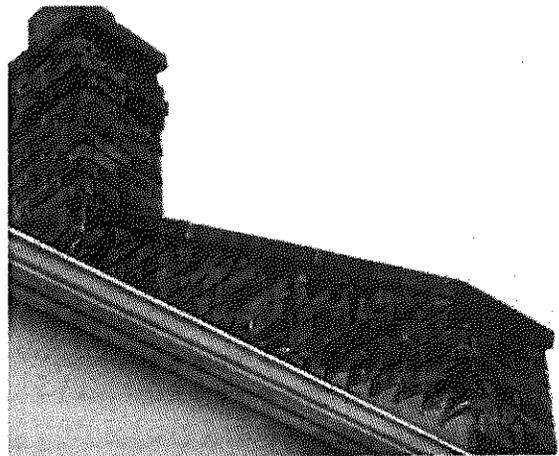
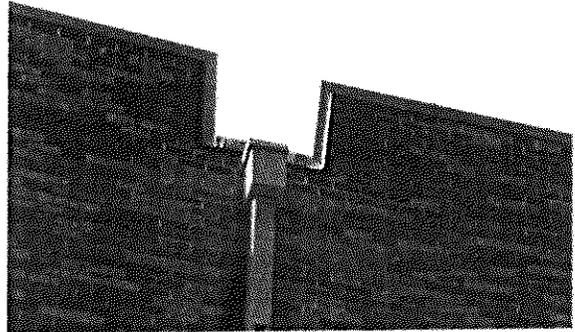
Deterioration of Site Improvements (con't)



APPENDIX C - EXISTING CONDITIONS PHOTOS
BLIGHTING ANALYSIS - LAFAYETTE CENTER

MANCHESTER, MISSOURI

Deterioration of Site Improvements (con't)



APPENDIX C - EXISTING CONDITIONS PHOTOS
BLIGHTING ANALYSIS - LAFAYETTE CENTER

MANCHESTER, MISSOURI

Unsafe Conditions

The sidewalk-ending at the northern end of the bridge, pictured below, is placed too far away from the intersection, is not met with a formal pedestrian crossing and has no companion pedestrian facility on the other side of Andersohn Road.



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INTRODUCED BY ALDERMAN STEVENS

BILL NO. 16-

ORDINANCE NO. 16-

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF MANCHESTER, MISSOURI, THE LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT AND CAPLACO SIX, INC., AND DIRECTING AND AUTHORIZING CITY OFFICIALS TO TAKE CERTAIN ACTIONS RELATED TO THE SAME

WHEREAS, on March 8, 2016, Caplaco Six, Inc. (the "Developer") and the City of Manchester, Missouri (the "City") filed a petition (the "Petition") with the City Clerk pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), which proposed the formation of Lafayette Center Community Improvement District (the "District") to pay for certain costs associated with the renovation, reconstruction and rehabilitation of a site located in the City and the boundaries of the District generally known as the Lafayette Center (the "Development"); and,

WHEREAS, the Board of Aldermen of the City, pursuant to Ordinance No. _____ passed and approved on _____, 2016, (1) created the District in accordance with the CID Act and (2) found and declared that the District is a "blighted area," as defined in Section 67.1401.2 of the CID Act; and,

WHEREAS, the City, the District and the Developer desire to enter into a Development Agreement, in substantially the form attached hereto as **Exhibit A** (the "Agreement") to provide for the process by which the District will reimburse the Developer for Reimbursable Project Costs (as defined in the Agreement), to provide for the payment of operating costs of the District and to provide assurances to the City regarding the implementation of the District Project (as defined in the Agreement); and,

WHEREAS, the Board of Aldermen hereby determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to authorize and approve the Agreement and the transactions contemplated thereby.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, MISSOURI, AS FOLLOWS:

Section One: The Agreement, in substantially the form attached hereto as **Exhibit A** and presented to the Board of Aldermen, is hereby approved with such changes therein as shall be approved by the officers of the City executing the same. The City Administrator is hereby authorized and directed to execute the Agreement, on behalf of the City, and the City Clerk is hereby authorized and directed to attest, and affix the seal of the City to, the Agreement.

Section Two: The officers of the City are hereby authorized and directed to execute all documents, certificates and instruments and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the foregoing documents herein approved, authorized and confirmed which they may approve and the execution of such action shall be conclusive evidence of such necessity or advisability.

Section Three: The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section Four: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval by the Mayor.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016.

CITY OF MANCHESTER, MISSOURI

(SEAL)

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Agenda Item 10b

EXHIBIT A

DEVELOPMENT AGREEMENT

[On file with the Office of the City Clerk]

DEVELOPMENT AGREEMENT

among the

CITY OF MANCHESTER, MISSOURI,

the

LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT,

and

CAPLACO SIX, INC.

dated as of

April 4, 2016

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- Exhibit A – Description of the District Project
- Exhibit A-1 – District Map
- Exhibit B – Form of Certificate of Reimbursable Project Costs
- Exhibit C – Certificate of Substantial Completion
- Exhibit D – Legal Description of the District

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into as of this April 4, 2016, among the **CITY OF MANCHESTER, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (together with all successors and assigns, the **"City"**), **CAPLACO SIX, INC.**, a Missouri Corporation (together with all successors and assigns, the **"Developer"**) and, upon formation and ratification of this Agreement, the **LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (together with all successors and assigns, the **"District"**). The City, the Developer, and the District being collectively referred to herein as the **"Parties,"** and individually as a **"Party,"** as the context so requires.

WITNESSETH:

WHEREAS, on March 8, 2016, the Developer and the City filed a petition with the City Clerk of the City (the **"Creation Petition"**) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the **"CID Act"**), which proposed the formation of the District to pay for certain costs associated with the renovation, reconstruction and rehabilitation of a site located in the City and the boundaries of the District generally known as the Lafayette Center (the **"Development"**); and

WHEREAS, the City, pursuant to Ordinance No. _____ passed and approved on _____, 2016 (the **"Formation Ordinance"**), created the District in accordance with the CID Act and found and declared that the District is a "blighted area," as defined in Section 67.1401.2 of the CID Act; and

WHEREAS, the District is authorized under the CID Act to (1) undertake the District Project (as defined herein), which includes certain improvements and the remediation of blighting conditions within the District, and (2) impose the District Sales Tax (as defined herein), which will be used to reimburse the Developer for Reimbursable Project Costs (as defined herein) and to pay the Operating Costs (as defined herein) of the District; and

WHEREAS, the Parties desire to enter into this Agreement to provide (1) the process by which the District will reimburse the Developer for Reimbursable Project Costs, (2) the payment of Operating Costs, and (3) assurances to the City regarding the implementation of the District Project; and

WHEREAS, the Board of Aldermen of the City hereby finds and determines that the action to be taken pursuant to this Agreement is reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose and that the District Project is necessary and advisable and in the best interest of the City and of its inhabitants in order to promote the public interest.

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

ARTICLE 1

DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this **Section 1.1**, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Agreement” shall mean this Development Agreement.

“Annual Operating Fund Deposit” shall mean (a) for the fiscal year ending December 31, 2016, an amount not to exceed \$25,000; and (b) for each fiscal year of the District thereafter, an amount not to exceed \$25,000, plus a percentage increase equal to the average percentage increase in the Consumer Price Index for the immediately preceding fiscal year (the **“CPI Increase”**), plus the cumulative CPI Increases for all prior fiscal years, plus up to an additional amount equal to one percent (1%) of the District Sales Tax Revenues for such fiscal year to reimburse the City in accordance with **Section 6.2(c)**; provided that, any such amounts remaining unspent at the end of each fiscal year shall be carried over to the following fiscal year and shall be deemed, to the extent thereof, as a funding of the Annual Operating Fund Deposit. Notwithstanding the foregoing, if, in any fiscal year, the District incurs extraordinary Operating Costs with respect to litigation defense and/or the indemnification costs pursuant to **Section 8.2** in excess of the Annual Operating Fund Deposit for such fiscal year, the Annual Operating Fund Deposit for such year may be increased to pay all or a portion of such extraordinary Operating Costs with the prior written approval of the City Administrator, which approval shall not be unreasonably withheld, conditioned or delayed so long as such extraordinary Operating Costs are reasonable in amount and proper under this Agreement.

“Authorized City Representative” means the City Administrator or such other person or persons from time to time designated by the Board of Aldermen as the person or persons authorized to act on behalf of the City under this Agreement.

“Authorized District Representative” means the Chairman or such other person or persons from time to time designated by the Board of Directors as the person or persons authorized to act on behalf of the District under this Agreement.

“Board of Aldermen” means the governing body of the City.

“Board of Directors” means the governing body of the District, as appointed by the Mayor with the consent of the Board of Aldermen, in accordance with the CID Act, the Petition, the Formation Ordinance and this Agreement.

“Bond Counsel” means Gilmore & Bell, P.C., or another an attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the City and the District.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the City are required or authorized by law to close.

“Certificate of Reimbursable Project Costs” means a certificate identifying Reimbursable Project Costs in the form of **Exhibit B** attached hereto.

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit C** attached hereto, delivered by the Developer to the District and the City in accordance with this Agreement and which, upon the City’s acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants to perform the District Project.

“CID Act” means the Community Improvement District Act, Sections 67.1401, *et seq.*, of the Revised Statutes of Missouri, as amended.

“City” means the City of Manchester, Missouri, a fourth-class city and political subdivision of the State of Missouri, and all successors and assigns.

“City Code” means the municipal code of the City, as amended.

“City Land” means the portion of the District identified as the City Land on **Exhibit D**.

“City Portion of the District Project” means the work identified as the City Portion of the District Project and described on **Exhibit A**, attached hereto and incorporated herein by this reference.

“Construction Inspector” means the engineer or architect designated by the City who may be an employee of the City, or firm of engineers or architects appointed by the City.

“Construction Loan” means the loan obtained by the Developer to pay and/or finance the costs of the design, construction and installation of the Development Portion of the District Project.

“Construction Loan Financing Costs” means all origination fees and points, loan brokerages fees, fees and expenses of the Developer’s attorneys and accountants, fees and expenses of the lender’s attorneys and appraisers, loan documentation costs, loan closing costs, construction period interest, carrying costs, and payoff expenses associated with the Construction Loan.

“Costs of Issuance” means all costs reasonably incurred by the Parties in furtherance of the issuance of the District Obligations including, but not limited to, the fees and expenses of the District’s attorneys, Bond Counsel, the City’s attorney, the City’s administrative fees and expenses (including fees and costs of consultants), the fees and expenses of the Developer’s attorney incurred to form the District and negotiate this Agreement, the fees and expenses of the lender’s attorney, loan fees, costs or fees incurred by the District for credit enhancement and/or guaranties of the District Obligations and capitalized interest.

“County Recorder” means the St. Louis County, Missouri Recorder of Deeds.

“Developer” means Caplaco Six, Inc., a Missouri corporation, and all successors and assigns, including any successor(s)-in-interest to fee title to the Developer Land.

“Developer Land” means the portion of the District identified as the Developer Land on **Exhibit D**.

“Development” shall have the meaning set forth in the recitals to this Agreement.

“Development Portion of the District Project” means the work described on **Exhibit A**, attached hereto and incorporated herein by this reference, other than the work identified as the City Portion of the District Project.

“District” means the Lafayette Center Community Improvement District, a community improvement district and political subdivision of the State of Missouri, and all successors and assigns.

“District Obligations” means, collectively, (a) the notes, bonds, loans or other obligations issued by or on behalf of the District to pay, finance and/or refinance Reimbursable Project Costs (including, without limitation, any notes, bonds, loans or other obligations issued to refund and/or refinance the Construction Loan), and (b) the notes, bonds, loans or other obligations issued by or on behalf of the District to refund and/or refinance any prior District Obligation.

“District Project” means, collectively, the City Portion of the District Project and the Development Portion of the District Project.

“District Sales Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the amount not to exceed one percent (1%).

“District Sales Tax Revenues” means the money actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax. District Sales Tax Revenues shall not include (a) the amount retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum.

“Event of Default” means any event specified in **Section 7.1**.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, unusually adverse weather or wet soil conditions, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party’s failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligations hereunder in a timely manner. Subject to **Section 7.5**, Excusable Delays shall extend the time of performance for the period of such excusable delay.

“Formation Ordinance” means Ordinance No. _____ passed and approved by the Board of Aldermen on April 4, 2016, creating the District in accordance with the CID Act.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for implementation and construction of the District Project.

“Guaranty Agreement” means an agreement entered into between the purchaser of the District Obligations and the Developer and/or one or more third party guarantors securing payments under the District Obligations.

“Maximum Reimbursement Amount” means the aggregate sum of the following:

(a) any amounts advanced or otherwise paid by the Developer under the Preliminary Funding Agreement pursuant to **Section 4.8(a)**;

(b) \$98,414 to be paid to the City by the Developer pursuant to **Section 4.8(b)** to reimburse the City for the design, construction and installation costs of the City Portion of the District Project;

(c) up to \$4,660,256 advanced or otherwise paid by the Developer in connection with the design, construction and installation of the Development Portion of the District Project pursuant to **Section 4.8(c)**;

(d) the Construction Loan Financing Costs;

(e) any amounts advanced or otherwise paid by the Developer as Operating Costs pursuant to **Section 3.4**;

(f) any amounts advanced or otherwise paid by the Developer as Costs of Issuance pursuant to **Section 5.3(b)**; and

(g) any amounts paid by any third party guarantors (including, without limitation, any affiliates of the Developer) and/or the Developer on behalf of the District to the holders of the District Obligations under any Guaranty Agreement with respect to any District Obligations.

“Operating Costs” means overhead expenses of the District for administration and operation of the District and supervision and inspection incurred in connection with the District Project. Operating Costs include, without limitation, the following: (a) reimbursement to the City for expenses incurred by the City in connection with its review of the District’s activities pursuant to Section 67.1461.3 and Section 67.1511.2(3) of the CID Act and **Section 6.2** (provided that the annual reimbursement to the City shall not exceed one percent (1%) of the District Sales Tax Revenues collected by the District in such year); (b) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 67.1461.1(5) of the CID Act; (c) reimbursement to the Developer for the costs of filing and defending the Petition and all publication and incidental costs incurred in obtaining the City’s approval of the Petition; (d) costs related to any authorized indebtedness of the District, including the Costs of Issuance and the repayment of principal of, interest on and fees applicable to the District Obligations pursuant to Section 67.1461.1(12) and Section 67.1491 of the CID Act; (e) the cost of insurance obtained by the District pursuant to Section 67.1461(3) of the CID Act; (f) the cost of any audit pursuant to Section 67.1461.1(5) of the CID Act; (g) expenses incurred by the District in the exercise of any

of the powers granted under Section 67.1461 of the CID Act; and (h) for any other lawful purpose of the District.

“Operating Fund” means the fund established by the District from which Operating Costs shall be paid. The Operating Fund shall be funded from District Sales Tax Revenues on deposit in the Trust Fund in an amount equal to the Annual Operating Fund Deposit.

“Petition” means the Petition for the Creation of Lafayette Center Community Improvement District, filed with the City on March 8, 2016 and approved pursuant to the Formation Ordinance.

“Plans” means the plans and specifications, elevations, site depictions, schematics and drawings for the Development Portion of the District Project attached as **Exhibit A** hereto and incorporated herein by reference, as the same may be modified from time to time in accordance with **Section 4.4**.

“Preliminary Funding Agreement” means the Preliminary Funding Agreement dated September 2, 2014, by and between the City and the Developer.

“Reimbursable Project Costs” means all actual and reasonable costs and expenses that are incurred by or at the direction of the Developer, acting as agent of the District, with respect to construction of the District Project, including the amounts paid to the City pursuant to **Section 4.8(b)**, the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Project that is constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Project, including, but not limited to, the following:

(a) all actual and reasonable costs, direct or indirect, of the District Project, including but not limited to those categories of costs listed on **Exhibit A** attached hereto;

(b) all Costs of Issuance advanced or otherwise paid by the Developer pursuant to **Section 5.3(b)**;

(c) all planning, legal, administrative and other costs associated with the District Project including, but not limited to, amounts advanced or otherwise paid by the Developer pursuant to the Preliminary Funding Agreement, and other legal and administrative costs incurred or charged by the City in connection with the creation of the District and the negotiation of this Agreement;

(d) all Construction Loan Financing Costs;

(e) all Operating Costs advanced or otherwise paid by the Developer pursuant to **Section 3.4**;

(f) any amounts paid by any third party guarantors (including, without limitation, any affiliates of the Developer) and/or the Developer on behalf of the District to the holders of the District Obligations under any Guaranty Agreement with respect to any District Obligations; and

(g) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the Developer under the CID Act.

In no event shall Reimbursable Project Costs include any cost of construction, reconstruction, installation, repair or maintenance of the interior of any building (including, but not limited to, interior tenant finishes) at the Development.

“State” means the State of Missouri.

“Trust Fund” means the “Lafayette Center Community Improvement District Sales Tax Trust Fund” created pursuant to **Section 3.2(b)**.

ARTICLE 2

REPRESENTATIONS OF PARTIES

Section 2.1. Representations by the District. As of the effective date of this Agreement, the District represents that:

(a) The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State, including particularly the CID Act.

(b) By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

(d) There is no litigation or proceeding pending or, to the District’s knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

(e) Construction of the District Project is of significant value to the District, the property within the District and the general public. The District Project will promote the economic welfare and the development of the City and the State through: (i) the creation of temporary and permanent jobs; and (ii) increasing local and state tax revenues. Further, the District finds that the District Project conforms to the purposes of the CID Act.

Section 2.2. Representations by the City. As of the effective date of this Agreement, the City represents that:

(a) The City is duly organized and existing under the Constitution and laws of the State as a fourth-class city.

(b) The City is authorized to enter into this Agreement and to carry out its obligations under this Agreement and the City Administrator has been duly authorized to execute and deliver this Agreement.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. As of the effective date of this Agreement, the Developer represents that:

(a) The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any members or owners of the Developer relating to the District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) The Developer is in compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations within the District as contemplated by this Agreement. As used in this **Section 2.3(d)** and elsewhere in this Agreement, the term “compliance” with respect to applicable laws and codes shall take into account current non-conforming uses or conditions existing as of the date of this Agreement and future non-conforming uses or conditions where compliance is achieved by “grandfathering” of such non-conforming uses and conditions after changes in the applicable laws or codes.

(e) The Developer is in compliance with Section 285.530 of the Revised Statutes of Missouri, as amended, and has provided a sworn affidavit and documentation to the City affirming its enrollment and participation in a federal work authorization program as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, as evidence thereof.

ARTICLE 3

COLLECTION OF FUNDS

Section 3.1. Imposition of the District Sales Tax. Prior to the issuance of the District Obligations, the District shall approve a resolution that, subject to qualified voter approval, imposes the District Sales Tax within its boundaries.

Section 3.2. Administration and Collection of the District Sales Tax.

(a) The Parties expect the District Sales Tax to be collected by the Missouri Department of Revenue, as provided in the CID Act. The Parties shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the District Sales Tax.

(b) Upon receipt of District Sales Tax Revenues, the District shall deposit the same into a special trust account to be established by the District and known as the “Lafayette Center Community Improvement District Sales Tax Trust Fund” (the “**Trust Fund**”), and shall apply, subject to annual appropriation by the Board of Directors, the money in the Trust Fund as follows: first, to make deposits into the Operating Fund and to apply the money therein in accordance with **Section 3.4**; and second, as set forth in **Section 5.5**.

(c) Unless the Parties agree to modify the terms of this Agreement, the Board of Directors and the Developer shall take such actions as may be necessary to repeal the District Sales Tax and to cause the District to be dissolved as further described in **Section 6.4**.

Section 3.3. Collection Fee for the District Sales Tax. The Parties hereby acknowledge that the Missouri Department of Revenue may deduct from District Sales Tax Revenues its own collection and administrative fees as provided for in the CID Act or other applicable law.

Section 3.4. Operating Costs. Money in the Operating Fund shall be used to pay Operating Costs as determined by the Board of Directors of the District and as permitted under the CID Act. The expected Operating Costs shall be included in the District’s annual budget, as provided in **Section 6.2**, but shall not exceed the Annual Operating Fund Deposit for such fiscal year. If District Sales Tax Revenues are not sufficient to fund the Annual Operating Fund Deposit in any given year, such unfunded amount shall be paid by the Developer. All funds

advanced or otherwise paid by the Developer in the event of a shortfall in the Annual Operating Fund Deposit pursuant to this **Section 3.4** shall be considered Reimbursable Project Costs, and may be paid to the Developer under this Agreement from the proceeds of District Obligations and/or, subject to annual appropriation, from District Sales Tax Revenues upon approval by the Board of Directors of the District in its sole discretion. The District shall maintain records of all payments made pursuant to this subsection (including itemized invoices, receipts or other information that will evidence that the costs related to such payments have properly been incurred), however, no Certificate of Reimbursable Project Costs shall be required to be submitted, accepted or approved as a condition to such payment and/or reimbursement.

Section 3.5. Enforcement of the District Sales Tax.

(a) The District shall take all actions necessary for collection and enforcement of the District Sales Tax. The District may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of the District Sales Tax. The Developer covenants to cooperate and take all reasonable actions necessary to assist the District in the collection and enforcement of the District Sales Tax.

(b) The District shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect the District Sales Tax in a timely manner as provided for in the Sales Tax Law. If the Missouri Department of Revenue notifies the District that it refuses to undertake enforcement of the District Sales Tax, the District shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the District is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the District, reasonably expected to exceed the amount of revenues sought to be collected.

Section 3.6. Records of the District Sales Tax. The District shall keep accurate records of the District Sales Tax Revenue collected. Any District records pertaining to the District Sales Tax shall be provided, upon written request, to any person authorized to receive and review such records under applicable law.

ARTICLE 4

DISTRICT PROJECT

Section 4.1. Design and Construction of District Project.

(a) The Parties acknowledge and agree that the City has constructed and completed the City Portion of the District Project. The City has advanced the costs and expenses necessary for completion of the City Portion of the District Project, which costs and expenses the City hereby certifies (i) total \$98,414 and (ii) are eligible for reimbursement under the CID Act. The City shall be reimbursed for the costs and expenses incurred by the City in connection with the completion of the City Portion of the District Project in accordance with **Section 4.8(b)**.

(b) The Developer, as the District's agent, shall design and construct the Development Portion of the District Project on behalf of the District in accordance with the Plans, and shall substantially complete the Development Portion of the District Project by June 30, 2017, subject to Excusable Delays. The Developer shall advance all costs and

expenses necessary for completion of the Development Portion of the District Project in accordance with **Section 4.8(c)**.

Section 4.2. Developer to Complete or Cause Completion of the Development Portion of the District Project; Relocation.

(a) The Developer shall carry out or cause to be carried out the Development Portion of the District Project in a good and workmanlike manner in accordance with the terms of this Agreement. The Developer may enter into one or more construction contracts to complete the Development Portion of the District Project. Each construction contract shall provide that neither the City nor the District shall have any liability with respect to such contract. The Developer shall comply with all applicable State and local laws relating to the completion of the Development Portion of the District Project.

(b) Following the execution of this Agreement and continuing until substantial completion of the Development Portion of the District Project, the Developer agrees to provide the City with written reports upon the City's request (not more frequently than quarterly) regarding the status of the Development Portion of the District Project.

(c) The parties acknowledge and agree that no occupants or businesses will be displaced from any portion of the Development in connection with completion of the Development Portion of the District Project.

Section 4.3. Application of Prevailing Wage, Public Bidding and Other Laws. To the extent that prevailing wage, public bidding, qualified work authorization or other requirements of State and local laws, codes and regulations (including, but not limited to, the requirement for payment and performance bonds) apply to any portion of the Development Portion of the District Project, the Developer covenants and agrees to take all such actions and file or cause to be filed all such forms as are necessary to comply with such laws, regulations or requirements, and the City and the District shall cooperate with the Developer to the extent required to comply with the foregoing requirements. The Developer shall indemnify and hold harmless the City and the District from any liability resulting to either of them from failure of either the Developer or any contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding, qualified work authorization or other requirements of State and local laws, codes and regulations that apply to any portion of the Development Portion of the District Project.

Section 4.4. Construction Plans.

(a) The Plans as set forth in **Exhibit A** are hereby approved.

(b) Before commencing construction of any portion of the Development Portion of the District Project and during the progress of the Development Portion of the District Project, the Developer may make such reasonable changes to the Plans, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Development Portion of the District Project is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Development Portion of the District Project, and any and all such other changes as site conditions or orderly development may dictate, in the sole determination of the Developer; provided that (i) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City and this Agreement, and (ii) any changes that result in an

extension of the time for the substantial completion of the Development Portion of the District Project beyond June 30, 2017 (as the same may be extended for Excusable Delays) must receive the prior written consent of the City.

(c) The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and the District and to process and timely consider and respond to all applications for Governmental Approvals as received in accordance with the applicable City ordinances and laws of the State.

Section 4.5. Insurance. Before commencing construction of any portion of the Development Portion of the District Project, the Developer shall obtain or shall require that the general contractor selected by the Developer obtain comprehensive general liability insurance together with an owner's contractor's policy with limits against bodily injury and property damage of not less than One Million Dollars (\$1,000,000) and builder's risk insurance coverage in an amount equal to one hundred percent (100%) of the insurable value of such portion of the Development Portion of the District Project at the date of completion. The Developer shall cause evidence of such insurance to be delivered to the District and the City and shall require that such insurance be maintained by any such contractor for the duration of the construction of such portion of the Development Portion of the District Project and shall name the City, the District and the Developer's designated related parties, lender and contractor as additional insureds thereon. The policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least thirty (30) days prior written notice to the City.

Section 4.6. Control of Project. The Developer shall have complete and exclusive control over the completion of the Development Portion of the District Project, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances, building codes, and property maintenance codes. The Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status, or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control at the Development or any portion thereof and said covenant may be enforced by the City.

Section 4.7. Maintenance of the Development.

(a) During the construction of the Development Portion of the District Project or any portion thereof, the Developer shall maintain the portions of the Development owned by Developer in compliance with all provisions of the City Code relating to maintenance and appearance and shall maintain or cause to be maintained reasonable property and liability insurance with respect to the same.

(b) Upon substantial completion of the Development Portion of the District Project, the Developer shall maintain or cause to be maintained the buildings and improvements within the Development owned by the Developer in a good state of repair and condition and in compliance with applicable state and local laws, ordinances and regulations and shall maintain or cause to be maintained reasonable property and liability insurance with respect to the same.

(c) The City agrees that neither the Developer nor the District shall be responsible for maintenance of the City Portion of the District Project or for any bridge, street or other improvement located on the City Land and owned by the City.

Section 4.8. Financing the District Project.

(a) Upon execution of this Agreement, the Developer agrees that funds remaining on deposit with the City pursuant to the Preliminary Funding Agreement may be used to pay or reimburse the City for planning, legal, administrative and other costs associated with the creation of the District, the negotiation of this Agreement and the District Project. All sums advanced to the City under Preliminary Funding Agreement shall constitute Reimbursable Project Costs and may be reimbursed to the Developer under this Agreement. No Certificate of Reimbursable Project Costs shall be required to be submitted, accepted or approved as a condition to such payment. The City hereby certifies that the costs subject to such payment are Reimbursable Project Costs.

(b) On the earlier of (i) November 1, 2016 or (ii) the date of the initial issuance of District Obligations, the Developer shall pay to the City, in immediately available funds, the amount of \$98,414, which amount the City represents is equal to the total costs incurred by the City in connection with the design, construction and installation of the City Portion of the District Project. No Certificate of Reimbursable Project Costs shall be required to be submitted, accepted or approved as a condition to such payment. The City hereby certifies that the costs subject to such payment are eligible for payment under the CID Act and qualify as Reimbursable Project Costs under this Agreement.

(c) The Developer shall advance all costs necessary for the design, construction and installation of the Development Portion of the District Project. Except as provided in **Sections 3.4, 4.8(a), 4.8(b), 4.8(d) and 5.3(b)** with respect to reimbursement and/or payment of costs not requiring any Certificate of Reimbursable Project Costs, all such design, construction and installation costs advanced by the Developer will be eligible for reimbursement upon submission by the Developer, acceptance by the District, and approval by the City of Certificates of Reimbursable Project Costs as set forth in **Section 4.9**.

(d) The Parties acknowledge that the Developer intends to obtain the Construction Loan to obtain funds to pay costs of the Development Portion of the District Project, and the Parties further acknowledge that the Developer may finance all or part of the Construction Loan Financing Costs from the proceeds of the Construction Loan. All Construction Loan Financing Costs not financed from the proceeds of the Construction Loan shall be advanced by the Developer. All Construction Loan Financing Costs shall be considered Reimbursable Project Costs, and may be financed with the proceeds of the Construction Loan and/or, with respect to Construction Loan Financing Costs advanced by the Developer, may be paid to the Developer from the proceeds of District Obligations and/or, subject to annual appropriation, from District Sales Tax Revenues upon approval by the Board of Directors of the District in its sole discretion. The District shall maintain records of all payments made pursuant to this subsection (including itemized invoices, receipts or other information that will evidence that the costs related to such payments have properly been incurred), however, no Certificate of Reimbursable Project Costs shall be required to be submitted, accepted or approved as a condition to such payment and/or reimbursement.

(e) The Parties further acknowledge that, upon substantial completion of the District Project, the District intends to issue, or cause to be issued, the District Obligations to refund the Construction Loan, to pay other costs of the District Project not paid by the Construction Loan, and to provide long-term financing for the District Project. The District is authorized to apply the proceeds of the initial issuance of District Obligations to the refinancing of the Construction Loan and to the payment of such other Reimbursable Project Costs, pursuant to **Section 4.9** and in

accordance with the documents approved by the Board of Directors in conjunction with the initial issuance of District Obligations.

Section 4.9. Reimbursable Project Costs. Costs incurred in connection with the District Project will be eligible for reimbursement as follows:

(a) The Developer may submit to the City and the District no more frequently than once per month, a Certificate of Reimbursable Project Costs in substantially the form attached as **Exhibit B** hereto. Each Certificate of Reimbursable Project Costs shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost has been properly incurred and qualifies for reimbursement pursuant to this Agreement. The categories of costs itemized in **Exhibit A** shall be included among the Reimbursable Project Costs, provided that said costs relate to the District Project, are accepted by the District and approved by the City pursuant to this **Section 4.9** and provided that said costs are otherwise eligible costs for reimbursement by the District under the CID Act.

(b) The City shall notify the Developer in writing within 30 days after each submission of the ineligibility under this Agreement of the costs identified in each Certificate of Reimbursable Project Costs and its approval (or disapproval) of such Certificate of Reimbursable Project Costs. If the City determines that any cost identified as a Reimbursable Project Cost is not a Reimbursable Project Cost under this Agreement or the CID Act, the City shall so notify the Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other costs as Reimbursable Project Costs and/or modify line items for Reimbursable Project Costs, which shall be included with a supplemental application submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 15 days after submission of the ineligibility of the costs identified in the supplemental application and of the City's approval (or disapproval) of such Certificate of Reimbursable Project Costs.

(c) Notwithstanding the foregoing, all Reimbursable Project Costs incurred pursuant to **Sections 3.4, 4.8(a), 4.8(b), 4.8(d)** and **5.3(b)** shall be subject to payment and/or reimbursement as set forth in this Agreement upon prior approval by the Board of Directors of the District in its sole discretion. The District shall maintain records of all payments made pursuant to those subsections (including itemized invoices, receipts or other information that will evidence that the costs related to such payments have properly been incurred), however, no Certificate of Reimbursable Project Costs shall be required to be submitted, accepted or approved as a condition to such payment and/or reimbursement.

(d) Concurrently with the initial issuance of District Obligations, the Developer shall be reimbursed for (i) all Reimbursable Project Costs set forth in those Certificates of Reimbursable Project Costs previously submitted and approved pursuant to **Sections 4.9(a)** and **4.9(b)**, and (ii) any other Reimbursable Project Costs then approved for reimbursement by the Board of Directors of the District pursuant to **Sections 3.4, 4.8(a), 4.8(b), 4.8(d)** and **5.3(b)**. Thereafter, following the initial issuance of District Obligations, the Developer shall be reimbursed for (i) additional Reimbursable Project Costs upon submission and approval of Certificates of Reimbursable Project Costs pursuant to **Sections 4.9(a)** and **4.9(b)** with respect to the categories of costs itemized in **Exhibit A**, including but not limited to costs relating to "punchlist" or other items associated with the design, construction and installation of the Development Portion of the District Project completed and/or set forth in a Certificate of Reimbursable Project Costs after substantial completion of the District Project, and (ii) other

Reimbursable Project Costs upon approval of the Board of Directors of the District in its sole discretion with respect to those costs incurred pursuant to **Sections 3.4, 4.8(a), 4.8(b), 4.8(d) and 5.3(b)**. The aggregate amount of Reimbursable Project Costs to be paid to the Developer pursuant to all Certificates of Reimbursable Project Costs and such other approved requests, however, shall not exceed the Maximum Reimbursement Amount.

(e) The Developer shall provide such information as the City or the District may request, and shall make its books and records available to the City and the District, in order for the City and the District to confirm that any cost qualifies under this Agreement and has been incurred and paid by the Developer. The City and the District may retain such consultants as each such entity deems necessary in connection with such review.

(f) The City agrees to process all submissions of Certificates of Reimbursable Project Costs in good faith and with due diligence, and the City agrees that so long as the costs identified on any Certificate of Reimbursable Project Costs qualify as eligible costs under the CID Act and Reimbursable Project Costs under this Agreement, the City shall approve such Certificate of Reimbursable Project Costs.

Section 4.10. Certificate of Substantial Completion.

(a) The Parties acknowledge and agree that, as of the date of this Agreement, the City Portion of the District Project has been substantially completed.

(b) Promptly after substantial completion of the Development Portion of the District Project in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion. The City, through the Construction Inspector, may, within 30 days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion, and unless the City shall determine such certifications to be inaccurate and shall object to the same in writing (identifying the basis for such objection), the City shall accept the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes the Developer with specific written objections to the status of the Development Portion of the District Project describing such objections and the measures required to correct such objections in reasonable detail.

(c) Upon acceptance of the Certificate of Substantial Completion by the City or, if sooner, upon the lapse of 30 days after delivery thereof to the City without any written objections thereto (at which time the Certificate of Substantial Completion will be deemed accepted by the City), the same shall constitute evidence of the completion by the Developer of the Development Portion of the District Project, and the Developer may thereafter record the Certificate of Substantial Completion with the County Recorder. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit C** hereto.

ARTICLE 5

DISTRICT OBLIGATIONS

Section 5.1. Reimbursement of Costs; Financing Through District Obligations. The District agrees to reimburse the Developer for Reimbursable Project Costs with the

proceeds of the District Obligations, which the District shall issue as provided herein. After the initial issuance of District Obligations, the District may from time to time pay, refund and/or refinance outstanding District Obligations with the proceeds of additional District Obligations issued from time to time. Nothing in this Agreement shall obligate the District to use the proceeds of the District Obligations for any cost that is not either a Reimbursable Project Cost or a District Obligation.

Section 5.2. Limited Obligation. The District Obligations shall be payable solely from the District Sales Tax Revenues or proceeds of the District Obligations and not from any other source. The District Obligations shall be the exclusive responsibility of the District, and shall not constitute a general obligation of the District, the City or the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 5.3. Cooperation Regarding the District Obligations.

(a) The Developer covenants to cooperate and take all reasonable actions necessary to assist the District and its Bond Counsel, lenders and financial advisors in the preparation of all documents necessary for the District to issue the District Obligations, as appropriate. The Developer will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any tenant, but upon the execution of a confidentiality agreement reasonably acceptable to the Developer, the Developer shall provide such information to the District and its Bond Counsel, financial advisors, lender and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) If either the proceeds of the District Obligations or the District Sales Tax Revenues are insufficient to fund the Costs of Issuance, such unfunded amount shall be paid by the Developer. All sums so advanced or otherwise paid by the Developer pursuant to this subsection shall constitute Reimbursable Project Costs, and may be paid to the Developer under this Agreement from the proceeds of District Obligations and/or, subject to annual appropriation, from District Sales Tax Revenues upon approval by the Board of Directors of the District in its sole discretion. The District shall maintain records of all payments made pursuant to this subsection (including itemized invoices, receipts or other information that will demonstrate that the costs related to such payments have properly been incurred), however, no Certificate of Reimbursable Project Costs shall be required to be submitted, accepted or approved as a condition to such payment and/or reimbursement.

Section 5.4. No Other Obligations or Uses of Revenues. The District shall not incur any other indebtedness or obligations secured by the District Sales Tax Revenues generated or to be generated from the District other than the District Obligations provided for under this Agreement.

Section 5.5. Application and Pledge of District Sales Tax Revenues.

(a) Prior to the initial issuance of the District Obligations, the District shall, subject to annual appropriation, transfer the Annual Operating Fund Deposit from the Trust Fund to the Operating Fund (which shall be used to pay Operating Costs of the District or for any other lawful purpose as set forth in **Section 3.4**) and reserve all remaining District Sales Tax Revenues in the Trust Fund until District Obligations have been issued.

(b) Upon the initial issuance of the District Obligations, the District shall, subject to annual appropriation, first, transfer the Annual Operating Fund Deposit from the Trust Fund to the Operating Fund (which shall be used to pay Operating Costs of the District or for any other lawful purpose as set forth in **Section 3.4**) and, second, pledge, transfer and apply all remaining District Sales Tax Revenues on deposit in the Trust Fund to the payment of debt service on District Obligations and other fees and costs related to District Obligations in accordance with this Agreement and the documents approved by the Board of Directors in conjunction with the issuance of District Obligations.

(c) Notwithstanding any provision of this Agreement to the contrary and without the prior written consent of the City, the District is authorized to apply the District Sales Tax Revenues, subject to annual appropriation, to the payment of debt service on the District Obligations or otherwise in payment or other satisfaction and discharge of District Obligations in accordance with the documents approved by the Board of Directors in conjunction with the issuance of District Obligations.

Section 5.6. Conditions Precedent to Issuance of the District Obligations. The District Obligations shall not be issued until:

(a) with respect to the initial issuance of District Obligations, a Certificate of Reimbursable Project Costs has been submitted and accepted by the District and approved by the City pursuant to **Section 4.9**;

(b) with respect to the initial issuance of District Obligations, a Certificate of Substantial Completion has been accepted by the City (or deemed accepted by the City) pursuant to **Section 4.10**;

(c) with respect to any issuance of District Obligations, the District has provided the City with 30 days written notice of its intent to close on the issuance of the District Obligations, which notice shall include copies of the proposed agreements related to the District Obligations, including, but not limited to any applicable Guaranty Agreement and other relevant documents that evidence that the terms of such District Obligations conform to the requirements of this Agreement; and

(d) the District has received the written consent of the City; provided, however, that the City's consent shall not be required if the District Obligations are issued as "taxable" obligations and the interest on the District Obligations is not excluded from gross income for federal income tax purposes.

Section 5.7. District Obligations Terms.

(a) No District Obligations may be issued by or on behalf of the District except in accordance with **Section 5.6** and this **Section 5.7**. The District Obligations may be issued in one or more series.

(b) The District may issue, or cause to be issued on its behalf, District Obligations in an amount sufficient to refund and/or refinance the Construction Loan and to pay other approved Reimbursable Project Costs described in **Sections 3.4, 4.8(a), 4.8(b), 4.8(c), 4.8(d)** and **5.3(b)**(subject to submission and approval of Certificates of Reimbursable Project Costs where required herein, and otherwise subject to approval by the Board of Directors of the District as set forth herein)which are not otherwise included in the Construction Loan being

refunded and/or refinanced but which are outstanding as of the initial issuance of District Obligations and eligible for payment under this Agreement. The interest rate on the District Obligations issued to refund and/or refinance the Construction Loan and to pay such other Reimbursable Project Costs shall not exceed the maximum allowable rate under State law and the term to maturity shall not exceed 20 years from the date of issuance. Interest which remains unpaid on said District Obligations shall not compound. Subject to the provisions of this Agreement, additional terms of said District Obligations shall be negotiated by the District and approved by the Board of Directors.

(c) One or more third party guarantors (including, without limitation, affiliates of the Developer) and/or the Developer may enter into a Guaranty Agreement to provide assurances and guarantees to the holders of the District Obligations issued pursuant to **Section 5.7(b)** or **Section 5.7(e)** of the full and prompt payment of the principal and interest of said District Obligations when and as the same becomes due. If any amounts are paid by any such guarantors and/or the Developer on behalf of the District to the holders of said District Obligations under any Guaranty Agreement, such payments shall be considered Reimbursable Project Costs pursuant to this Agreement and the District may issue, or cause to be issued on its behalf, District Obligations to any such guarantors and/or the Developer in an amount equal to such payment or other satisfaction and discharge. Said District Obligations shall be held by any such guarantors and/or the Developer and bear interest at a fixed rate per annum equal to 6.5%. Interest which remains unpaid on said District Obligations shall not compound. Subject to the provisions of this Agreement, additional terms of said District Obligations shall be negotiated by the District and approved by the Board of Directors.

(d) The District may issue, or cause to be issued on its behalf, District Obligations to the Developer in an amount equal to the Reimbursable Project Costs described in **Sections 3.4, 4.8(a), 4.8(b), 4.8(c), 4.8(d)** and **5.3(b)** (subject to submission and approval of Certificates of Reimbursable Project Costs where required herein, and otherwise subject to approval by the Board of Directors of the District as set forth herein) which are not otherwise included in the Construction Loan and which are not funded from the proceeds of the initial issuance of District Obligations. Said District Obligations shall be held by the Developer and bear interest at a fixed rate per annum equal to 6.5%. Interest which remains unpaid on said District Obligations shall not compound. Subject to the provisions of this Agreement, additional terms of said District Obligations shall be negotiated by the District and approved by the Board of Directors.

(e) The District may issue, or cause to be issued on its behalf, District Obligations to refund and/or refinance any then outstanding District Obligations. Subject to the provisions of this Agreement, additional terms of said District Obligations shall be negotiated and determined by the District and approved by the Board of Directors.

Section 5.8. Covenant with respect to Annual Appropriation. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the District Obligations are outstanding, a request for an appropriation of District Sales Tax Revenues for application to the payment of the District Obligations in accordance with this Agreement.

ARTICLE 6

SPECIAL COVENANTS

Section 6.1. Records of the District.

(a) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall, within 120 days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

(b) The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be an Operating Cost payable pursuant to **Section 3.4**. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties shall at all times during regular business hours be open to the inspection of such consultants (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as the District reasonably requires).

Section 6.2. Annual Budget; Annual Financial Statements.

(a) The District shall, no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board of Directors no later than 30 days prior to the first day of each fiscal year. Each budget for the District shall generally be prepared in accordance with all applicable State statutes including Section 67.010 Revised Statutes of Missouri, as amended. The fiscal year of the District shall be the same as that of the City, which shall be a fiscal year beginning January 1 and ending December 31.

(b) The District shall promptly, and in any event within 180 days after the end of each fiscal year, provide to the Developer and the City copies of the annual financial statements of the District, which annual financial statements shall be audited by an independent certified public accountant for the year in which Substantial Completion shall occur and every third year thereafter, but which annual financial statements shall otherwise be required to be audited only if and to the extent so required under State law.

(c) The District shall annually reimburse the City, upon receipt of an invoice therefor, for all expenses incurred by the City to review annual budgets and reports of the District required pursuant to this **Section 6.2** and the CID Act and all legal fees and expenses and other costs incurred in connection with the administration and monitoring of the District; provided that, such annual reimbursement shall not exceed one percent (1%) of the District Sales Tax Revenues collected by the District in such year. Such reimbursement to the City shall be considered an Operating Cost.

Section 6.3. Governance of the District.

(a) The District's Board of Directors shall consist of five (5) members, to be appointed by the Mayor with the consent of the Board of Aldermen pursuant to the CID Act, the Petition and the Formation Ordinance. The number of persons constituting the Board of Directors shall not be increased by the District without the consent of both the Developer and the City.

(b) Each director must have all of the following characteristics:

- (i) be a citizen of the United States;
- (ii) be a Missouri resident for at least one year prior to appointment to the Board of Directors;
- (iii) be at least eighteen (18) years of age; and
- (iv) be an owner, as defined in Section 67.1401.2(11) of the CID Act, of real property located within the District, or a legally authorized representative thereof.

(c) For so long as the District is in existence, two of the members of the Board of Directors shall be the legally authorized representatives of the City, and three of the members of the Board of Directors shall be the owner(s) of the Developer Land within the District or legally authorized representatives of the owner(s) of the Developer Land.

(d) The City hereby initially appoints (such appointments having been made by the Mayor, with the consent of the Board of Aldermen, concurrently with the City's approval of the Formation Ordinance) the City Administrator of the City, currently Andrew Hixson (or any successor individual duly appointed to such office), for a term of two years, and the Planning, Zoning and Economic Development Director of the City, currently Erika Kennett (or any successor individual duly appointed to such office), for a term of two years, as the legally authorized representatives of the City for the limited purpose of qualifying said individuals to act as directors of the District under the CID Act.

(e) The City hereby initially appoints (such appointments having been made by the Mayor, with the consent of the Board of Aldermen, concurrently with the City's approval of the Formation Ordinance) John Powderly, for a term of four years, Patrick Cunningham, for a term of four years, and Sharon Wagner, for a term of two years, as the legally authorized representatives of the Developer to act as directors of the District under the CID Act.

(f) Successors to the directors of the District initially appointed pursuant to **Sections 6.3(d) and (e)** shall each serve for a term of four years. In the event that an appointment of a successor director is not made, a sitting director shall continue to serve beyond the stated term for such director until a replacement director is appointed. In the event of a vacancy on the District's Board of Directors, the remaining directors shall elect an interim director to fill the vacancy for the unexpired term.

(g) The Developer shall, with respect to any real property owned by the Developer within the District and sold following execution of this Agreement, require that each sale agreement contain a provision obligating such buyer to comply with the provisions of this

Section 6.3. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

Section 6.4. Repeal of the District Sales Tax; Dissolution of the District.

(a) Upon the earliest of (i) all District Obligations having been paid in full or (ii) 25 years following the effective date of the Formation Ordinance, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District. The Developer covenants and agrees to execute all necessary documents and assist the District and the City in the repeal of the District Sales Tax and abolishment of the District in accordance with the CID Act. Upon repeal of the District Sales Tax, the District shall:

- (i) Pay all outstanding Operating Costs; and
- (ii) Retain any remaining District Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

(b) The obligation of the District with respect to any District Obligation terminates upon the earliest of (i) all District Obligations having been paid in full, or (ii) 25 years following the effective date of the Formation Ordinance whether or not the principal amount or interest thereon has been paid in full. The City has no responsibility for the payment of the District Obligations.

(c) The Parties shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

Section 6.5. Net Worth. The Developer shall either (a) maintain a Net Worth (as defined below) of at least \$1,000,000 or (b) provide a guaranty (in form and substance reasonably acceptable to the City) of the Developer's obligations hereunder by an entity having a Net Worth of at least \$1,000,000. For purposes hereof, "Net Worth" shall mean total assets less total liabilities as reported on the financial statements of the Developer (or the guarantor, as the case may be) as prepared on an income tax basis. Simultaneously with the delivery of this Agreement and annually thereafter throughout the term of the District, the Developer shall provide to the City financial statements demonstrating compliance with this paragraph. Such financial statements shall either be (a) audited by an independent certified public accounting firm or (b) if audited financial statements are not prepared, then as the same are prepared for the Developer's lenders. In either case, the financial statements shall be accompanied by a certificate signed by the Developer's (or the guarantor's, as the case may be) chief financial officer to the effect that (1) the financial statements present fairly and accurately the financial position of the Developer (or the guarantor) as of the dates indicated and the results of its operations for the periods specified, (2) such financial reports and statements have been prepared on an income tax basis consistently applied in all material respects to the periods involved, and (3) the Developer (or the guarantor) has not, since the close of the period for which the financial statements were prepared, incurred any material liabilities and there has been no material adverse change since such date in the financial position of the Developer (or the guarantor). The Developer agrees to provide immediate written notice to the City of the Developer's (or the guarantor's, if applicable) Net Worth falls below \$1,000,000. Notwithstanding anything to the contrary contained herein, the requirements of this subsection

shall terminate upon acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 4.10.**

ARTICLE 7

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. If any Party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default, such event shall constitute an Event of Default under this Agreement.

Section 7.2. Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

Section 7.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. None of the rights and remedies herein shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 7.5. Excusable Delays. No Party shall be deemed to be in default of this Agreement due to Excusable Delays; provided, an Excusable Delay shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, or (c) unless the Party claiming the Excusable Delay provides written notice to the other Parties within 30 days after such Party has actual notice of the claimed event.

ARTICLE 8

MISCELLANEOUS

Section 8.1. Effective Date. This Agreement shall become effective with respect to the City and the Developer on the date set forth herein following the passage of an ordinance by the Board of Aldermen approving the same and execution by such parties. The Parties agree and acknowledge that upon ratification and execution of this Agreement by the District, the

District shall be a party to this Agreement and entitled to the benefits and subject to the burdens of this Agreement.

Section 8.2. Release and Indemnification. The indemnifications and covenants contained in this **Section 8.2** shall survive termination or expiration of this Agreement.

(a) Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the District or the Developer for damages or otherwise if all or any part of the CID Act or any resolution or ordinance adopted in connection with the creation of the District, the finding that all or a portion of the District is a "blighted area" pursuant to the CID Act, the imposition of the District Sales Tax, the District Project or this Agreement, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the District or the Developer are prevented from enjoying the rights and privileges hereof.

(b) The District and the Developer hereby release from and covenant and agree that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agree, to the extent permitted by law, to hold harmless and indemnify the City, its governing body members, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (1) the creation of the District, (2) the finding that all or a portion of the District is a "blighted area" pursuant to the CID Act, (3) the imposition of the District Sales Tax, (4) the Development Portion of the District Project, (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the design, management, development, redevelopment and construction of the Development Portion of the District Project or the maintenance of the Development, (6) the negligence or willful misconduct of the District, its directors, employees, agents or independent contractors in connection with the design, management, development, redevelopment and construction of the Development Portion of the District Project and (7) the District's or the Developer's failure to comply with any applicable State, federal or local laws, regulations and ordinances as applicable to the property within the boundaries of the District; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officers, employees, agents and independent contractors.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee or representative of the City shall be personally liable to the District or the Developer (1) in the event of a default or breach by any Party under this Agreement or (2) for any amount or any District Obligations which may become due to any Party under the terms of this Agreement.

(e) Notwithstanding the foregoing, the Parties hereby agree that the City is not obligated to defend any action, suit or claim resulting from, arising out of, or in any way

connected with: (1) the creation of the District, (2) the finding that all or a portion of the District is a "blighted area" pursuant to the CID Act, (3) the imposition of the District Sales Tax, (4) the construction of the District Project, (5) the conduct of the District or the Developer, their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the District Project, (6) the delivery of the District Obligations, (7) the District's or the Developer's failure to comply with any applicable State, federal or local laws, regulations and ordinances as applicable to the property within the boundaries of the District; provided, however, that the Developer may defend such actions, suits or claims on behalf of the City to the extent necessary to preserve the rights and obligations contemplated by this Agreement; provided further that, if the Developer chooses to defend such actions, suits or claims on behalf of the City and ethical rules of conduct prohibit such dual representation, the City will be entitled to select a separate attorney for such action and the Developer agrees to pay all the City's costs and expenses including court costs and attorneys fees and expenses.

Section 8.3. Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the State, is responsible for compliance with all applicable State laws and the Developer, on behalf of the District, agrees to hold harmless and indemnify the City, its governing body members, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the failure to comply with any applicable State law.

Section 8.4. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.5. Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid and addressed as hereinafter specified.

(a) In the case of the District to:

Lafayette Center Community Improvement District
c/o Caplaco Six, Inc.
11850 Studt Avenue, P.O. Box 419121
St. Louis, Missouri 63141
Attention: George K. Capps

With copy to:

Bryan Cave LLP
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
Attention: George E. Murray, Esq.

(b) In the case of the Developer to:

Caplaco Six, Inc.
11850 Studt Avenue, P.O. Box 419121
St. Louis, Missouri 63141
Attention: George K. Capps

With copy to:

Bryan Cave LLP
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
Attention: George E. Murray, Esq.

(c) In the case of the City to:

City of Manchester
14318 Manchester Road
Manchester, Missouri 63011
Attention: City Administrator

With copies to:

Gunn and Gunn, P.C.
11901 Olive Boulevard, Suite 312
P.O. Box 419002
St. Louis, Missouri 63141
Attention: Patrick R. Gunn, Esq.

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 North Broadway, Suite 2350
St. Louis, Missouri 63102
Attention: Shannon W. Creighton, Esq.

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.

Section 8.6. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. Any action arising out of, or concerning, this

Agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of that court. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 8.7. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.8. Execution of Counterparts. This Agreement 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.

Section 8.9. Assignment; Third Party Beneficiary.

(a) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns, subject to the provisions of **Sections 8.9(b)** and **(c)**.

(b) The Parties hereby agree that, prior to the initial issuance of District Obligations, all or any portion of the interests, powers, privileges, benefits and other rights accruing to or vested in the Developer under this Agreement (i) may be assigned, at any time and from time to time, by the Developer to an individual or entity related to the Developer, or (ii) may be collaterally assigned, at any time and from time to time, by the Developer to a lender to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Portion of the District Project, with any such collateral assignment to permit a transfer of such rights by foreclosure or transfer in lieu of foreclosure and with such lender or transferee upon foreclosure or transfer in lieu of foreclosure to have the right to enforce, as assignee of the Developer, the performance of the obligations of the other Parties as set forth in this Agreement, provided that the Developer shall furnish the City with written notice of such assignment or collateral assignment, and further provided that the Developer named herein shall in all events remain liable hereunder for the substantial completion of the Development Portion of the District Project and that the Developer named herein shall be released from such liability hereunder only upon the City's acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 4.10**.

(c) The Parties hereby agree that, on and after substantial completion of the Development Portion of the District Project and following the City's acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 4.10**, all or any portion of the interests, powers, privileges, benefits and other rights accruing to or vested in the Developer may be assigned to any individual or entity assuming, in writing, the obligations of the Developer hereunder, whereupon the assigning individual or entity shall be released from all obligations of the "Developer" under this Agreement, provided that the assigning individual or

entity shall furnish the City with written notice of such assignment accompanied by such written assumption of the assuming individual or entity.

(d) Notwithstanding any provision of this Agreement to the contrary, no portion of the City Portion of the District Project, the City Land, or any bridge, street or other improvement located on the City Land and owned by the City may be transferred or encumbered at any time by the Developer or its assignee or used to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Portion of the District Project.

Section 8.10. Survival. Notwithstanding the expiration, termination or breach of this Agreement by any party, the agreements contained in **Article 2, Sections 4.6, 4.7(b), 6.3, 6.4, 7.1, 7.2, 7.3, 7.4, 8.2, 8.3, 8.6, 8.7, 8.8 and 8.9** shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

[SEAL]

CITY OF MANCHESTER, MISSOURI

By: _____
Andrew Hixson, City Administrator

ATTEST:

Ruth Baker, City Clerk

ACKNOWLEDGMENT

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

On this _____ day of April, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **ANDREW HIXSON**, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the **CITY OF MANCHESTER, MISSOURI**, a Missouri fourth-class city, and that said instrument was signed in behalf of said city by authority of its Board of Aldermen, and said officer 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.

Name: _____
Notary Public in and for said State
Commissioned in St. Louis County

(SEAL)

My commission expires: _____

**LAFAYETTE CENTER COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Name: _____
Title: Chairman

ACKNOWLEDGMENT

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

On this ____ day of _____, 2016, 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 he is the Chairman of the **LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

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

Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

CAPLACO SIX, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

On this _____ day of _____, 2016, 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 he is the _____ of **CAPLACO SIX, INC.**, a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

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

Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

EXHIBIT A

DESCRIPTION OF THE DISTRICT PROJECT

CITY PORTION OF THE DISTRICT PROJECT:

The improvements comprising the City Portion of the District Project include, without limitation, construction, demolition, removal and replacement, clean-up and enhancement, installation, reconstruction, repair and maintenance of improvements to the easternmost of the two bridges within the District connecting Andersohn Drive to Baxter Road and located generally where depicted in yellow on the conceptual District map included on **Exhibit A-1**, attached hereto and incorporated herein by this reference.

DEVELOPMENT PORTION OF THE DISTRICT PROJECT:

The improvements comprising the Development Portion of the District Project include, without limitation, construction, demolition, removal and replacement, clean-up and enhancement, installation, reconstruction, repair and maintenance of improvements involving, but not restricted to, demolition, earth work, erosion control, paving, drainage systems and retention, and improvements to storefront and building facades, pedestrian walkways, walls, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, planters, islands, landscaping, fences, retaining walls, drives, sidewalks, patios, signage and other fixtures, and associated or other traffic or parking improvements, crosswalks, utilities, lighting and landscaping. The Development Portion of the District Project shall include all "hard" and "soft" costs associated with construction, including, without limitation, third party consents; environmental engineering and abatement; surveying, title services, legal, architectural, engineers' and other professional fees; construction cost financing, placement fees and interest; builder's risk insurance, design, engineering, development, project management, architect and contractor fees; other professional costs, including legal and accounting; permits and inspections fees; and temporary construction licenses and business interruption payments necessary to facilitate the timing and extent of construction activities.

PLANS FOR THE DEVELOPMENT PORTION OF THE DISTRICT PROJECT:

[ON FILE IN THE OFFICE OF THE CITY CLERK
AND THE PLANNING, ZONING AND ECONOMIC DEVELOPMENT DEPARTMENT]

Civil

- C00 Cover Sheet
- C01 Existing Conditions Exhibit
- C02 Site Demolition Plan
- C03 Overall Site Plan
- C04-1 Site Plan Area 1
- C04-2 Site Plan Area 2
- C04-3 Site Plan Area 3
- C04-4 Site Plan Area 4
- C05-1 Grading Plan Area 1
- C05-2 Grading Plan Area 2
- C05-3 Grading Plan Area 3
- C05-4 Grading Plan Area 4
- C06 Construction Detail
- C06-1 SWPPP Details

- C07 Existing Project Site Green Areas
- C08 Proposed Project Site Green Areas

Landscaping

- L-1 Landscaping Plan

Irrigation

- IRR-1 Irrigation Plan

Architectural

- D1 Demolition Floor Plan
- D2 Demolition Elevations
- A1 Floor Plans
 - A1.1 Enlarged Plans and Details
- A2 Reflected Ceiling Plan and Details
- A3 Partial Roof Plans
- A4 Elevations and Details
 - A4.1 Elevations, Details, and Schedules
- A5 Sections and Details
 - A5.1 Sections and Details
 - A5.2 Sections and Details
 - A5.3 Sections and Details
 - A5.4 Sections and Details
 - A5.5 Sections and Details
 - A5.6 Sections and Details
 - A5.7 Sections and Details

Structural

- S1.1 General Notes
- S1.2 Schedules, Details, & Special Inspections
- S1.3 Typical Details
- S2.1 Foundation Plan
- S2.2 Canopy Framing Plan
- S3.1 Foundation Sections
- S3.2 Foundation Sections
- S4.1 Canopy Framing Sections
- S4.2 Canopy Framing Sections
- S4.3 Canopy Framing Sections
- S4.4 Canopy Framing Sections
- S4.5 Canopy Framing Sections
- S4.6 Canopy Framing Sections

Electrical

- E-1 Specification
- E-2 Canopy Lighting

Signage

Building signage

Architect for the Development Portion of the District Project: Dawdy & Associates, Inc.,
Architects & Planners

CATEGORIES OF REIMBURSABLE PROJECT COSTS FOR THE DEVELOPMENT PORTION OF THE PROJECT:

The following categories of costs of the Development Portion of the District Project shall be included among the Reimbursable Project Costs; provided the same are otherwise eligible costs for reimbursement by the District under the CID Act:

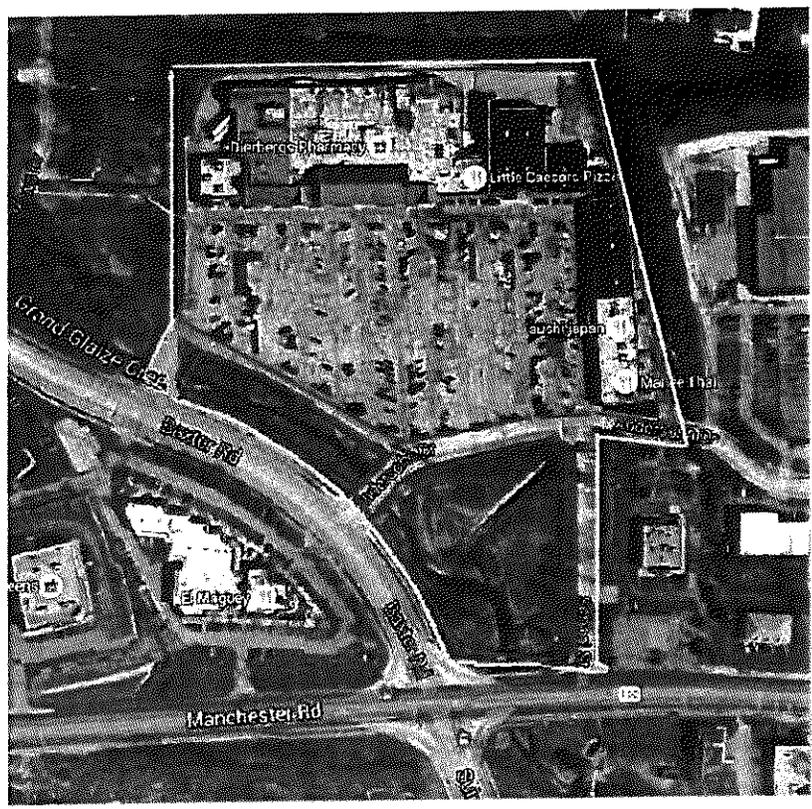
Site Preparation (grading , hauling and site prep)	\$358,705
Construction (land, retaining walls, and pavement)	966,900
Building Façade Renovation (construction improvements to building exterior, signage, lighting)	1,902,554
Infrastructure Improvements	190,637
Landscaping and Enhancements	333,143
Professional Fees	587,560
General Conditions, Overhead and Contingency 7.5%	<u>320,757</u>
Total	<u>\$4,660,256</u>

CATEGORIES OF REIMBURSABLE PROJECT COSTS FOR THE CITY PORTION OF THE PROJECT:

The following categories of costs of the City Portion of the District Project shall be included among the Reimbursable Project Costs:

Bridge Replacement and Street Repair / Total	<u>\$ 98,414</u>
--	------------------

EXHIBIT A-1
DISTRICT MAP



Legend

- Community Improvement District Boundary
- City Land
- Developer Land

EXHIBIT B

CERTIFICATE OF REIMBURSABLE PROJECT COSTS

To: City Administrator, City of Manchester, Missouri
Chairman, Lafayette Center Community Improvement District

Re: Certificate of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of April 4, 2016 (the "Agreement") among the City of Manchester, Missouri (the "City"), the Lafayette Center Community Improvement District (the "District") and Caplaco Six, Inc. (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the establishment of the District, the construction of the Development Portion of the District Project, and/or the funding and financing of the District Project.

2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the District Sales Tax, and no part thereof has been included in any other certificate previously filed with the District.

4. To the extent any item on **Schedule 1** pertains to the construction of the Development Portion of the District Project, there has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. To the extent any item on **Schedule 1** pertains to the construction of the Development Portion of the District Project, all necessary permits and approvals required for the work included in this request have been issued and are in full force and effect.

6. To the extent any item on **Schedule 1** pertains to the construction of the Development Portion of the District Project, all work for which payment or reimbursement is included in this request has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

CAPLACO SIX, INC.

By: _____
Name: _____
Title: _____

Approved for Payment this _____ day of _____, 20____:

CITY OF MANCHESTER, MISSOURI

By: _____
Title: Authorized City Representative

Accepted for Payment this _____ day of _____, 20____:

LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT

By: _____
Title: Authorized District Representative

Agenda Item 10b

SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Expenses

EXHIBIT C

CERTIFICATE OF SUBSTANTIAL COMPLETION

To: City Administrator, City of Manchester, Missouri

Re: Certificate of Substantial Completion

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of April 4, 2016 (the "Agreement") among the City of Manchester, Missouri (the "City"), the Lafayette Center Community Improvement District (the "District"), and Caplaco Six, Inc. (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. As of _____, 20____, the Development Portion of the District Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. All work associated with the Development Portion of the District Project has been performed in a workmanlike manner and in accordance with the construction plans.

3. Lien waivers for applicable portions of the work associated with the Development Portion of the District Project have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Development Portion of the District Project has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all covenants with respect to the Development Portion of the District Project.

6. Acceptance by the City or failure of the City to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Development Portion of the District Project.

This Certificate may be recorded in the office of the County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

Agenda Item 10b

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day
of _____, 20____.

CAPLACO SIX, INC.

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF MANCHESTER, MISSOURI

By: _____
Title: City Administrator or other
Authorized Representative

(Insert Notary Form(s) and Legal Description of District)

APPENDIX A TO CERTIFICATE OF SUBSTANTIAL COMPLETION

**AIA Form G-704
(or substantially equivalent form)**

EXHIBIT D

LEGAL DESCRIPTION OF THE DISTRICT

Developer Land

PARCEL 1: A tract of land being part of that parcel conveyed to Caplaco Six, Inc., by Deed recorded in Book 6968 page 45 of the St. Louis County Records, situated within Section 36, Township 45 North, Range 4 East, in the City of Manchester, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Eastern line of "Baxter Acres Amended," a Subdivision, according to the plat thereof recorded in Book 76 page 17 of the St. Louis County Records, at the Southwestern corner of Lot 322 of "Royal Village Plat 2," a Subdivision, according to the plat thereof recorded in Book 201 pages 34 and 35 of the St. Louis County Records, thence along the Southern line of "Royal Village Plat 2," South 89 degrees 05 minutes 00 seconds East, 803.35 feet to a point; thence South 11 degrees 59 minutes 40 seconds East, 672.82 feet to a point on the Northern line of a tract of land conveyed to the City of Manchester (for the dedication of Andersohn Drive, fifty feet wide) by Deed recorded in Book 6968 page 48 of the St. Louis County Records; thence along said Northern line, North 81 degrees 48 minutes 40 seconds West, 160.53 feet to a point of curvature; thence Southwestwardly 95.99 feet along a curve to the left, having a radius of 275.00 feet and a chord bearing South 88 degrees 11 minutes 20 seconds West to a point of tangency; thence South 78 degrees 11 minutes 20 seconds West, 188.78 feet to a point of curvature; thence Northwestwardly, 202.33 feet along a curve to the right, having a radius of 235.00 feet and a chord bearing North 77 degrees 08 minutes 46 seconds West to a point of reverse curvature; thence Northwestwardly, 234.65 feet along a curve to the left, having a radius of 891.70 feet and a chord bearing North 60 degrees 01 minute 11 seconds West to a point of tangency; thence North 67 degrees 33 minutes 30 seconds West, 117.73 feet to a point on the Eastern line of "Baxter Acres Amended," as aforementioned; thence along said Eastern line, North 00 degrees 08 minutes 45 seconds West, 484.28 feet to the point of beginning. (Locator #22R320466)

PARCEL 2: A tract of land being part of that parcel conveyed to Caplaco Six, Inc., by Deed recorded in Book 6968 page 45 of the St. Louis County Records, situated within Section 36, Township 45 North, Range 4 East, in the City of Manchester, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of a tract of land conveyed to the State of Missouri (for the widening of Missouri State Highway 100, known as Manchester Road, variable width), by the instrument recorded in Deed Book 4671 page 272 of the St. Louis County Records, said point being the Southwestern corner of a tract of land dedicated to the City of Manchester (for the widening of School Street) by Plat recorded in Book 288 page 34 of the St. Louis County Records; thence along said Northern line, North 86 degrees 13 minutes 00 seconds West, 74.87 feet to a point; thence South 87 degrees 27 minutes 40 seconds West, 106.68 feet to a point on the Eastern line of a tract of land conveyed to St. Louis County (for the relocation of Baxter Road, variable width) by the instrument recorded in Deed Book 7370 page 2484 of the St. Louis County Records; thence along said Eastern line, North 39 degrees 57 minutes 46 seconds West, 78.56 feet to a point; thence Northwestwardly, 192.56 feet along a curve to the left having a radius of 759.20 feet and a chord bearing North 32 degrees 58 minutes 39 seconds West to the Southern most corner of a tract of land dedicated to the City of Manchester by Plat

recorded in Book 288 pages 35 and 36 of the St. Louis County Records; thence along the Southeastern line of said tract, Northeastwardly, 30.12 feet along a curve to the right, having a radius of 20.00 feet and a chord bearing North 02 degrees 54 minutes 15 seconds East to a point of tangency; thence North 46 degrees 03 minutes 07 seconds East, 75.57 feet to a point of curvature; thence Northeastwardly, 77.40 feet along a curve to the right, having a radius of 138.00 feet and a chord bearing North 62 degrees 07 minutes 14 seconds East to a point of tangency; thence North 78 degrees 11 minutes 20 seconds East, 217.77 feet to a point of curvature being the Northwestern corner of the tract of land dedicated to the City of Manchester for the widening of School Street, as aforementioned; thence along the Eastern line of said tract, Southeastwardly, 44.70 feet along a curve to the right, having a radius of 25.00 feet and a chord bearing South 50 degrees 35 minutes 20 seconds East to a point of tangency; thence South 00 degrees 38 minutes 00 seconds West, 332.19 feet to a point of curvature; thence Southwestwardly, 40.64 feet along a curve to the right, having a radius of 25.00 feet and a chord bearing South 47 degrees 12 minutes 30 seconds West to the point of beginning. (Locator #22R320448)

PARCEL 3: A tract of land being part of that parcel conveyed to Caplaco Six, Inc., by Deed recorded in Book 6968 page 45 of the St. Louis County Records, situated within Section 36, Township 45 North, Range 4 East, in the City of Manchester, St. Louis County, Missouri, being more particularly described as follows:

Beginning a point on the Eastern line of a tract of land conveyed to St. Louis County (for the relocation of Baxter Road, variable width) by the instrument recorded in Deed Book 7370 page 2484 of the St. Louis County Records, at the Westernmost corner of a tract of land dedicated to the City of Manchester by Plat recorded in Book 288 pages 35 and 36 of the St. Louis County Records; thence along said Eastern line, Northwestwardly, 251.16 feet along a curve to the left, having a radius of 759.20 feet and a chord bearing North 57 degrees 10 minutes 24 seconds West to a point of tangency; thence North 66 degrees 39 minutes 03 seconds West, 65.86 feet to a point; thence North 22 degrees 06 minutes 17 seconds West, 21.38 feet to a point on the Southern line of a tract of land conveyed to the City of Manchester (for the dedication of Andersohn Drive, fifty feet wide) by Deed recorded in Book 6968 page 48 of the St. Louis County Records; thence along said Southern line, North 22 degrees 26 minutes 30 seconds East, 66.31 feet to a point; thence South 67 degrees 33 minutes 30 seconds East, 68.83 feet to a point of curvature; thence Southeastwardly, 221.49 feet along a curve to the right, having a radius of 841.70 feet and a chord bearing South 60 degrees 01 minute 11 seconds East to a point of reverse curvature; thence Southeastwardly, 70.29 feet along a curve to the left, having a radius of 285.00 feet and a chord bearing South 59 degrees 32 minutes 48 seconds East to a point of reverse curvature at the Northern most corner of the tract of land dedicated to the City of Manchester by Plat recorded in Book 288 pages 35 and 36, as aforementioned; thence along the Northwestern line of said tract, Southeastwardly, 39.33 feet along a curve to the right, having a radius of 20.00 feet and a chord bearing South 10 degrees 16 minutes 48 seconds East to a point of tangency; thence South 46 degrees 03 minutes 07 seconds West, 40.07 feet to a point; thence South 75 degrees 39 minutes 47 seconds West, 40.41 feet to the point of beginning. (Locator #22R320457)

- and -

City Land

A tract of land being a composite of that tract of land dedicated to the City of Manchester by plat recorded in Plat Book 288, Pages 35 and 36 and those tracts of land conveyed to the City of

Manchester by deed recorded in Deed Book 19361, Page 1228 of the St. Louis County Records, situated within Section 36, Township 45 North, Range 4 East, in the City of Manchester, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Eastern line of a tract of land conveyed to St. Louis County (for the relocation of Baxter Road, variable width) by instrument recorded in Deed Book 7370, Page 2484 of the St. Louis County Records, at the Westernmost corner of a tract of land dedicated to the City of Manchester by plat recorded in Plat Book 288, Pages 35 and 36 of the St. Louis County Records; thence Northeasterly, along the Western line of the aforementioned property dedicated to the City of Manchester, North 75 degrees 39 minutes 47 seconds East, 40.41 feet to a point; thence North 46 degrees 03 minutes 07 seconds East, 40.07 feet to a point of curvature on the Western line thereof; thence Northwesterly, along a curve to the left having a radius of 20.00 feet, an arc distance of 39.33 feet (North 10 degrees 16 minutes 48 seconds West, 33.29 feet on its chord) to the Northwestern corner of said property dedicated to the City of Manchester, being a point of cusp; thence Southeasterly, along the Northeastern line of said property dedicated to the City of Manchester, along a curve to the left having a radius of 285.00 feet, an arc distance of 175.09 feet (South 84 degrees 12 minutes 42 seconds East, 172.35 feet on its chord) to the Northeastern corner thereof, being a point of cusp; thence Southwesterly, along the Eastern line of said property conveyed to the City of Manchester, South 78 degrees 11 minutes 20 seconds West, 42.60 feet to a point of curvature; thence Southwesterly, along a curve to the left having a radius of 138.00 feet, an arc distance of 54.67 feet (South 66 degrees 50 minutes 20 seconds West, 54.32 feet on its chord) to the most Northern corner of the most Northern tract of land conveyed to the City of Manchester by deed recorded in Deed Book 19361, Page 1228 of the St. Louis County Records; thence Southeasterly, along the Eastern line of said most Northern tract of land, South 14 degrees 48 minutes 37 seconds East, 12.63 feet to a point; thence Southwesterly, along the Southern line thereof, South 75 degrees 11 minutes 23 seconds West, 26.49 feet to the most Western corner thereof, being a point on the Eastern line of property dedicated to the City of Manchester, as aforementioned; thence Southwesterly, along the Eastern line thereof, South 46 degrees 03 minutes 07 seconds West, 48.98 feet to the most Northern corner of the most Southern tract of land conveyed to the City of Manchester by the aforementioned deed recorded in Deed Book 19361, Page 1228 of the St. Louis County Records, thence Southwesterly, along the Eastern line thereof, South 00 degrees 11 minutes 23 seconds West, 27.62 feet to an angle point therein; thence Southwesterly, continuing along the Eastern line thereof, South 49 degrees 07 minutes 53 seconds West, 20.68 feet to the most Southern corner of said property conveyed to the City of Manchester, being a point on the Eastern line of relocated Baxter Road, as aforementioned; thence Northwesterly, along a curve to the left having a radius of 759.20 feet, an arc distance of 98.75 feet (North 43 degrees 58 minutes 11 seconds West, 98.68 feet on its chord) to the point of beginning. The District also includes all streets, roads, bridges and right-of-ways currently owned by the City of Manchester, Missouri located in the boundaries of the District.

(Space above reserved for Recorder's use)

Title of Document: DEVELOPMENT AGREEMENT

Date of Document: April 4, 2016

Grantor's Name and Mailing Address: City of Manchester, Missouri
14318 Manchester Road
Manchester, Missouri 63011

Grantees' Names and Mailing Addresses: Lafayette Center Community Improvement District
c/o Caplaco Six, Inc.
11850 Studt Avenue, P.O. Box 419121
St. Louis, Missouri 63141

Caplaco Six, Inc.
11850 Studt Avenue, P.O. Box 419121
St. Louis, Missouri 63141

Legal Description: See **Exhibit D**

After Recording, Return Document To: Shannon W. Creighton
Gilmore & Bell, P.C.
211 North Broadway, Suite 2350
St. Louis, Missouri 63102

INTRODUCED BY ALDERMAN CLEMENT
BILL NO. 16-

ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER, MISSOURI, BY ADDING A NEW SECTION 215.155 RELATING TO OUTDOOR COMMERCIAL COOKING.

WHEREAS, City staff has, after careful consideration, recommended an amendment of the City's Code of Ordinances regarding outdoor commercial cooking; and

WHEREAS, the Board of Aldermen, based on such recommendation, desires to amend the Code of Ordinances by adding a new Section 215.155 to include outdoor commercial cooking within the City, under certain circumstances.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The Code of Ordinances of the City of Manchester is hereby amended by adding a new Section 215.155 which shall, hereafter, read as follows:

SECTION 215.155: OUTDOOR COMMERCIAL COOKING

A. *Definitions.* For purposes of this section, the following definitions shall apply:

Olfactometer. A scentometer or other device used to detect and measure ambient odor dilution of odors.

Outdoor cooking. Any means of cooking or curing food outside the principal building on a lot through the use of heat or smoke, including, but not limited to, cooking by barbeque grill and meat smokers.

Particulate matter. Particles or subdivisions of solid or liquid matter suspended in a gas or liquid.

Scrubber. A device used to remove particulate matter from smoke emissions.

B. *Purpose.* These standards and procedures are enacted pursuant to the City's police powers under Section 79.370 RSMo., "to regulate or prevent the carrying on of any business which may be dangerous or detrimental to the public health" and "pass ordinances for the prevention of nuisances and their abatement" in order to enhance the public health, safety and welfare, and prevent the entrance of excessive odorous fumes and particulate matters into the atmosphere and environment of the City of Manchester, and thereby avoid the creation of nuisances and/or presence of disturbing odors which can unreasonably disturb the peaceful enjoyment of property.

**INTRODUCED BY ALDERMAN CLEMENT
BILL NO. 16-**

ORDINANCE NO. 16-

- C. *Applicability.* The provisions of this section shall be applicable to all outdoor cooking activities in the C-1 and C-2 Commercial Districts of the City by persons and entities engaged in the sale of food or prepared food for sale.

- D. *Exemption.* Outdoor cooking activities conducted by civic, religious and charitable institutions which engage in such activities fewer than two (2) times per calendar year are exempt from the permitting requirements of this section. The Board of Aldermen may also waive the requirements of this section for other infrequent and sporadic outdoor cooking activities associated with charitable or community purposes if the Board believes the frequency, duration, hours of operation, location, surrounding land uses and topography, and other relevant factors make imposition of the permitting requirements hereinafter provided unnecessary.

- E. *Permit required for outdoor commercial cooking activities.* No person or entity that is in the business of selling and/or preparing food shall engage in any outdoor cooking activities without first obtaining an annual permit issued by the City, in accordance with the following standards:
 - 1. The application for the permit or renewal shall be made in writing in form and with such information as is required by the City and an application fee of one hundred dollars (\$100.00).

 - 2. All applications for an initial permit or a renewal application involving a material change in the nature, duration or frequency of the proposed activity or the equipment or location to be utilized shall be accompanied by an odor dissipation study performed by an environmental engineer or other person qualified to complete such a study. An odor dissipation study must consider the following:
 - a. The density and proximity of residential districts to the proposed site of the outdoor cooking activities;

 - b. Prevailing wind patterns, atmospheric conditions and natural barriers such as trees and structures that will affect where and how far odors travel;

 - c. The proximity to existing permitted outdoor cooking activities and the potential effect of cumulative odors;

 - d. The character and strength of the odor;

**INTRODUCED BY ALDERMAN CLEMENT
BILL NO. 16-**

ORDINANCE NO. 16-

- e. The character and density of any particulate matter that would be produced;
 - f. The frequency and duration of intended outdoor cooking activities;
 - g. The results of any odor measurements taken utilizing an olfactometer or any other device commonly used to detect the strength of odors; and
 - h. The effect of any proposed mitigating device or practice, such as the use of scrubbers.
3. In considering an application for an initial permit or a renewal application involving a material change in the nature, duration or frequency of the proposed activity or the equipment or location to be utilized, the City shall consider the findings of the odor dissipation study and the written report of the Fire Marshal on the question of whether the proposed activity and equipment complies in all respects with best practices in fire prevention and control. In addition, and for renewal applications, the City shall also consider any other factors pertinent to the permit application such as the proximity of other land uses, topography of the area, the potential effect of siting and operation of the proposed facility on traffic, parking and public safety, demands on public services, the availability and proximity of cleaning and drainage facilities, and any other circumstances which the City may find relevant in light of the nature, duration and frequency of the proposed activity and existing uses and structures in the vicinity. The City may also condition the issuance of a permit on compliance with any requirements or recommendations of the Fire Marshal, and/or require the installation of mediation devices such as smoke scrubbers, if the City determines such conditions or devices will assist in ameliorating foreseeable adverse consequences of the proposed outdoor cooking activity. For renewal applications the City shall also consider the manner in which the permitted facility has been operated in the past, whether the permittee has consistently complied with all applicable standards and conditions and operated the permitted facility in a clean and healthful manner, and whether the permitted activity has intruded upon the peaceable enjoyment of nearby properties or caused unreasonable particulate or odor pollution.

F. *Safety standards.*

- 1. Outdoor cooking devices shall be constructed from non-combustible materials and shall be securely affixed to the ground at all times in order

**INTRODUCED BY ALDERMAN CLEMENT
BILL NO. 16-**

ORDINANCE NO. 16-

to protect against high winds and inclement weather conditions. Outdoor cooking devices shall be insulated by means of exterior "jacketing" with heat-shielding material.

2. Outdoor cooking devices shall be "skirted" around the bottom in order to mitigate against collection of debris, and the areas surrounding outdoor cooking devices shall be kept in a sufficient state of cleanliness at all times and so as not to attract vermin or insects and so as to avoid litter. Provision shall be made for the capture, collection and removal of ash, drippings, bits of food, and other detritus associated with cooking process in such a manner that the same shall not fall upon the ground.
3. Outdoor cooking devices shall be enclosed by fencing using concrete-filled bollards as fence posts for protection from vehicular traffic and for restriction of pedestrian access. In the event that an outdoor cooking device is subjected to graffiti or otherwise vandalized, immediate steps shall be taken to remove the same and remedy the situation. No signs or banners of any kind (other than a discrete manufacturer's name plate and technical data) may be affixed on or to the cooking device or surrounding equipment unless approved as part of the sign regulations applicable to the property where situated or otherwise in compliance with the City's sign regulations.
4. Outdoor cooking devices must be fueled via dedicated underground natural gas lines; no propane tanks or other removable tanks shall be permitted for fueling outdoor cooking devices.
5. Outdoor cooking devices shall not be installed and/or maintained in any one or more marked parking places on the property where situated if to do so will reduce the number of parking spots provided on the property to a number below that required by the City's Municipal Code.
6. An outdoor cooking device must be located at least three hundred (300) linear feet distant from any residential zoning district lying adjacent to the property where situated.
7. An outdoor cooking device must be located (i) at least fifty (50) linear feet distant from the closest exterior portion of any wall (including any window or door opening on or within the wall) of any building(s) within the property where situated or (ii) if there is a sidewalk alongside and serving any building(s) within the property where situated, then at least fifty (50) linear feet from the outside edge (the edge closest to the street or

**INTRODUCED BY ALDERMAN CLEMENT
BILL NO. 16-**

ORDINANCE NO. 16-

parking lot) of any such sidewalk alongside and serving any building (s) within the property where situated; provided that, upon request of the person or entity making application for a permit under this section, an outdoor cooking device may be located less than fifty (50) linear feet distant from the closest exterior portion of the wall of the building(s) or the closest sidewalk alongside and serving such building(s), subject to the outdoor cooking device being located to the rear of the building(s) and subject to the approval of the City and the Fire Marshal with jurisdiction over the property where the building(s) is (are) located.

- 8. In addition to the foregoing safety standards, construction and placement of outdoor cooking devices shall comply with all applicable fire and building codes.

- G. *Revocation of permit.* If, in the opinion of the City, an outdoor cooking device is operated in a manner that is detrimental to the area by allowing unreasonable, excessive, prolonged, or disturbing odor or smoke so as to unreasonably disturb any person or property, the City may revoke or amend the permit to operate the outdoor cooking device and abate the nuisance created thereby in accord with the procedures of this section. Any person or entity aggrieved by any determination of the City pursuant to this section may appeal the decision to the City Administrator by filing with the City Administrator a written request therefor stating wherein and why the decision is in error and specifying the facts in support of the appellant's position within five (5) days of the decision. Judicial review of the City Administrator's decision may be had by filing a petition therefor pursuant to Chapter 536, RSMo., in the Circuit Court for St. Louis County, Missouri, within ten (10) days of the manager's decision.

- H. *Penalty for violations.* Any person or entity found to have violated the provisions of this section shall be subject to the general penalty and remedy provisions set forth in sections 215.170 and 215.180 of the City's Municipal Code.

- I. Wherever the word "City" is used herein, such shall mean the City Administrator or his/her designee.

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

INTRODUCED BY ALDERMAN CLEMENT
BILL NO. 16-

ORDINANCE NO. 16-

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

CITY OF MANCHESTER, MISSOURI

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

INTRODUCED BY ALDERMAN HAMILL

BILL NO. 16-

ORDINANCE NO. 16-

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF MANCHESTER TO RELEASE ALL FUNDS GUARANTEEING CERTAIN IMPROVEMENTS TO THE PROPERTY NOW KNOWN AS TUSCAN VALLEY CREEK SUBDIVISION AND ACCEPTING THE DEDICATION OF CERTAIN RIGHT-OF-WAY WITHIN TUSCAN VALLEY CREEK SUBDIVISION, ALL AS MORE SPECIFICALLY SHOWN ON EXHIBIT "A" ATTACHED HERETO.

WHEREAS, the Board of Aldermen, on November 7, 2011, by Ordinance No. 11-2014, approved an Escrow Agreement on behalf of the City with CJM Investment, LLC to secure certain improvements for the property known as Tuscan Valley Creek Subdivision; and,

WHEREAS, CJM Investment, LLC has submitted the City certified-as-built drawings and the appropriate Metropolitan Sewer District and St. Louis County Highway Department construction certifications; and,

WHEREAS, CJM Investment, LLC has now completed all phases of the development known as Tuscan Valley Creek Subdivision; and,

WHEREAS, CJM Investment, LLC has requested that the City of Manchester release the balance of the escrow and accept Tuscan Valley Court into the City's street system; and,

WHEREAS, the Board of Aldermen of the City of Manchester, after due investigation and consideration, has determined that the nature and extent of the public use and interest to be subserved is such as to warrant the acceptance of the dedication of certain right-of-way being commonly referred to as Tuscan Valley Court.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI, AS FOLLOWS:

Section One: The City Administrator is hereby authorized to release the balance of the escrow in the amount of One Hundred Fifty-Four Thousand Five Hundred Twenty-Eight Dollars (\$154,528.00), which amount guaranteed certain improvements on the property known as Tuscan Valley Creek Subdivision.

Section Two: The dedication of all that part of the right-of-way described in, and shown in hatch on, Exhibit "A" attached hereto and incorporated herein by reference thereto is hereby accepted by the City of Manchester for public use and maintenance.

Section Three: The City Administrator of the City of Manchester is hereby directed to provide for the recording of a certified copy of this Ordinance (or, if appropriate, to execute on behalf of the City of Manchester the Right-Of-Way Dedication Plat attached hereto as Exhibit "A") so that the public records will reflect the City of Manchester's acceptance of the dedication of the right-of-way described herein. All costs of recording shall be borne by CJM Investment, LLC.

INTRODUCED BY ALDERMAN HAMILL

BILL NO. 16-

ORDINANCE NO. 16-

Section Four: The release of escrow and acceptance of dedication provided for in this Ordinance is **expressly contingent** upon CJM Investment, LLC depositing with the City the amount of One Thousand Five Hundred Dollars (\$1,500.00) to be held by the City for a period of one (1) year to insure the survival of all plantings installed by CJM Investment, LLC in Tuscan Valley Creek Subdivision. The City Administrator shall release such funds deposited under this Section Four following such one-year period should all plantings survive. If all or any part of such plantings do not survive such one-year period, the City Administrator shall require CJM Investment, LLC to replace such plantings that don't survive and, in the event of CJM Investment, LLC's failure to so replace, the City Administrator shall be authorized to expend all or a portion of the amounts held by the City pursuant to this Section.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

CITY OF MANCHESTER, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

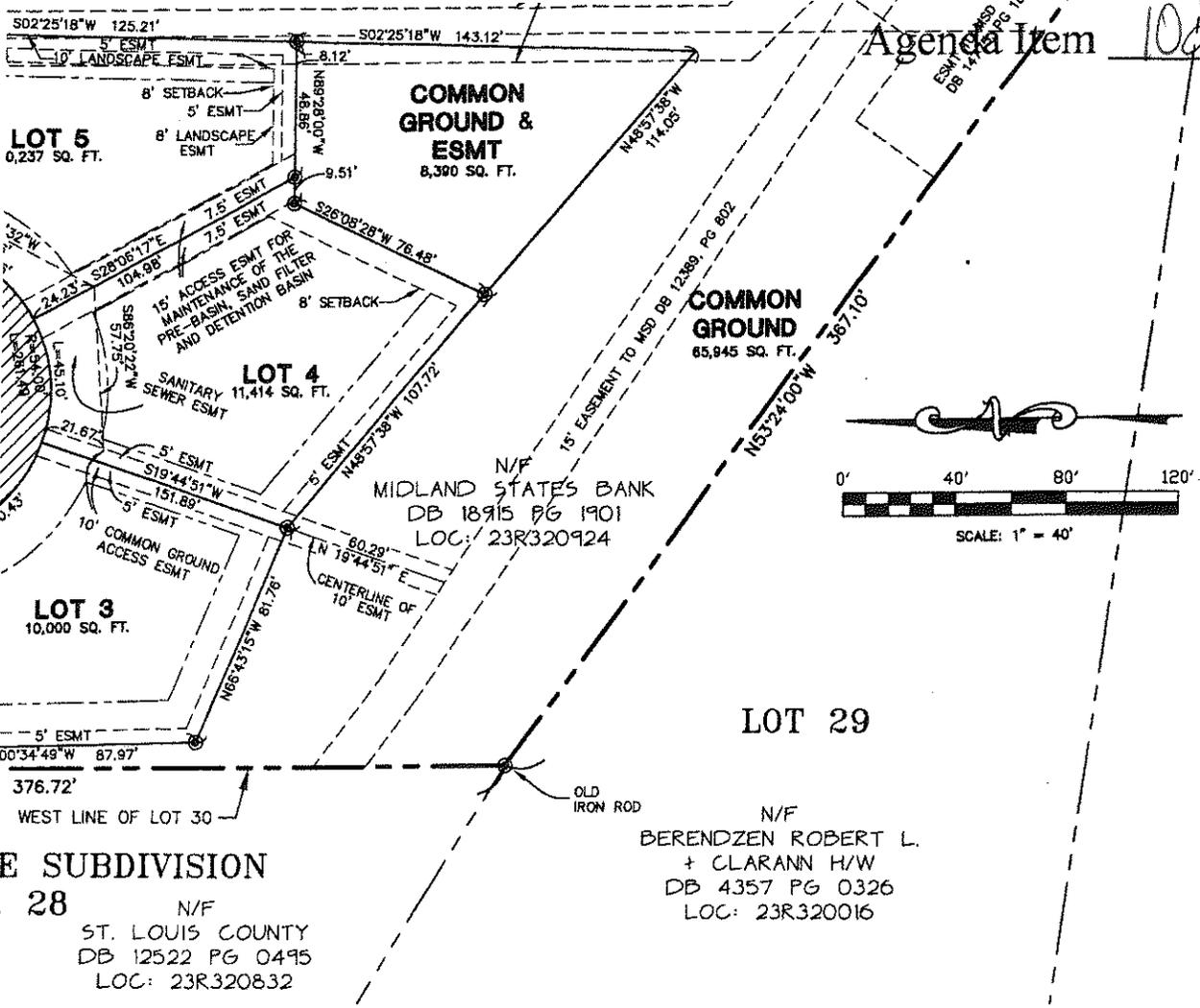
Agenda Item

Suburban L
2007 Bellevue Avenue
(314) 645-7055

TUSCAN VALLEY CREEK
RECORD PLAT
CITY OF MANCHESTER
SAINT LOUIS COUNTY, MISSOURI

PROJECT:
PREPARED FOR:
CJM INVESTMENTS, LLC
5854 CRYSTAL TREE CORNER
ST. LOUIS, MO 63128
W (314) 842-4985

DATE: 03/21/2011
JOB NUMBER: 11016
FILE NAME: RP.dwg
FIELDWORK BY: DLR
DRAWN BY: DLR
CHECKED BY:
SHEET
1 of 1



E SUBDIVISION
28 N/F
ST. LOUIS COUNTY
DB 12522 PG 0495
LOC: 23R320832

N/F
BERENDZEN ROBERT L.
+ CLARANN H/W
DB 4357 PG 0326
LOC: 23R320016

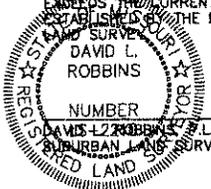
DESCRIPTION OF TRACT SURVEYED:

A TRACT OF LAND BEING PART OF LOT 30 OF HAUHART HOME PLACE, A SUBDIVISION RECORDED IN PLAT BOOK 19 PAGE 28 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, BEING IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 4 EAST, CITY OF MANCHESTER, SAINT LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID LOT 30, AT THE FORMER INTERSECTION OF THE SOUTHERLY LINE OF SULPHUR SPRINGS ROAD AND THE EAST LINE OF SAID HAUHART HOME PLACE; THENCE SOUTHERLY ALONG EAST LINE OF SAID LOT 30, SOUTH 00 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 67.66 FEET TO AN IRON ROD (SET) AT THE TRUE POINT OF BEGINNING OF THE HEREON DESCRIBED TRACT; THENCE LEAVING SAID EAST LINE OF LOT 30 AND ALONG THE WESTERLY LINE OF THE LAND OF THE TRUSTEES OF TOWN AND COUNTRY SOUTH PLAT FOUR, AS RECORDED IN DEED BOOK 17786, PAGE 3715, SAINT LOUIS COUNTY RECORDS, SOUTH 00 DEGREES 44 MINUTES 46 SECONDS EAST A DISTANCE OF 833.79 FEET TO AN IRON ROD (SET) ON THE SOUTHERLY LINE OF SAID LOT 30; THENCE NORTHWESTERLY ALONG THE SOUTHERN LINE OF SAID LOT 30, NORTH 53 DEGREES 24 MINUTES 00 SECONDS WEST A DISTANCE OF 367.10 FEET TO AN IRON ROD (SET) AT THE SOUTHWEST CORNER OF SAID LOT 30; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 30, NORTH 00 DEGREES 32 MINUTES 00 SECONDS EAST A DISTANCE OF 376.72 FEET TO AN IRON ROD (SET) ON THE SOUTHEASTERLY LINE OF RELOCATED SULPHUR SPRINGS ROAD BEING 60 FEET WIDE; THENCE NORTHEASTERLY ALONG SAID SULPHUR SPRINGS ROAD ON A CURVE TO THE LEFT, HAVING A RADIUS POINT WHICH BEARS NORTH 25 DEGREES 12 MINUTES 44 SECONDS WEST 603.69 FEET, AN INCLUDED ANGLE OF 33 DEGREES 37 MINUTES 20 SECONDS, AND AN ARC LENGTH OF 354.26 FEET TO AN IRON ROD (SET) AT A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25 FEET, AN INCLUDED ANGLE OF 85 DEGREES 26 MINUTES 18 SECONDS, AND AN ARC LENGTH OF 37.28 FEET TO AN IRON ROD (SET) AT A POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 23 MINUTES 46 SECONDS EAST A DISTANCE OF 11.26 FEET TO THE POINT OF BEGINNING, CONTAINING 179,190 SQUARE FEET OR 4.114 ACRES MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, IF ANY.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY TO MISSOURI LAND DEVELOPMENT I, LLC, THAT AT THEIR REQUEST, SUBURBAN LAND SURVEY, INC. HAS PREPARED A BOUNDARY SURVEY AND SUBDIVISION PLAT DATED MARCH 21, 2011, OF A TRACT OF LAND BEING PART OF LOT 30 OF HAUHART HOME PLACE SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 19, PAGE 28, SAINT LOUIS COUNTY RECORDS, AND BEING IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 4 EAST, CITY OF MANCHESTER, SAINT LOUIS COUNTY, MISSOURI; THAT THIS PLAT IS BASED UPON A BOUNDARY SURVEY COMPLETED ON THE GROUND; THAT THE RESULTS OF SAID SURVEY ARE SHOWN HEREON; AND THAT THE SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR URBAN CLASS BOUNDARY SURVEYS, AS ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND



DAVID L. ROBBINS, L.S. 2210
SUBURBAN LAND SURVEY, INC. LS-378-D

03/28/2011
DATE

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 16-

ORDINANCE NO. 16-

AN ORDINANCE CREATING A SPECIAL USE PERMIT AND GRANTING THE SAME TO AMERICAN TOWER CORPORATION TO EXTEND THE EXISTING CHAIN LINK FENCE AND CONSTRUCT A NEW SHELTER FOR COMMUNICATION EQUIPMENT AT 948 CARMAN ROAD, AS PROVIDED FOR IN SECTION 405, ARTICLE IX OF THE CODE OF ORDINANCES OF THE CITY OF MANCHESTER

WHEREAS, American Tower Corporation has heretofore made application for a Special Use Permit to extend the existing chain link fence and construct a new shelter for communication equipment at 948 Carman Road; and,

WHEREAS, the Planning and Zoning Commission reviewed said application on February 22, 2016; and,

WHEREAS, the Planning and Zoning Commission did, after due consideration, recommend to the Board of Aldermen of the City of Manchester the granting of said Special Use Permit for 948 Carman Road; and,

WHEREAS, the Board of Aldermen did, on the 21st day of March, 2016, after publication of notice as required by the laws of the State of Missouri and the Ordinances of the City of Manchester, hold a public hearing all in accordance with the provisions of Section 405.550 (D) of the Code of Ordinances of the City of Manchester, and after conducting said public hearing did take the proposed Special Use Permit under advisement; and,

WHEREAS, the Board of Aldermen of the City of Manchester, having fully considered the recommended Special Use Permit, does find that the proposed use would not substantially increase traffic hazards, would not adversely affect the character of the neighborhood, would not adversely affect the general welfare of the community, would not overtax public utilities, and the Board of Aldermen does further find that the proposed use is in the best interest of the public welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, STATE OF MISSOURI AS FOLLOWS:

Section One: A Special Use Permit is hereby granted to American Tower Corporation (sometimes referred to herein as the "Holder") to extend the existing chain fence and construct a new shelter for communication equipment at 948 Carman Road as provided in Section 405.450 (A) (7) (e) of the Code of Ordinances of the City of Manchester.

Section Two: The Holder, by accepting and acting under this Special Use Permit, acquiesces and accepts same subject to the reservations, conditions and restrictions which are made a part hereof, and said Holder, by said action, does agree that any time such requirements are not met, this Special Use Permit may be revoked and terminated, and does further agree that it, its successors and assigns, shall be held to have acquired no special rights, privileges, or immunities by virtue of proceeding to expend money, time or effort in the construction, improvement or maintenance of land herein described and for which this Special Use Permit is granted.

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 16-

ORDINANCE NO. 16-

Section Three: This Special Use Permit shall be non-assignable without the expressed consent of the City of Manchester and is contingent upon the compliance with the Code of Ordinances of the City of Manchester, the Zoning Ordinance of the City, all applicable building codes, fire codes and other governmental regulations.

Section Four: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law, but is expressly subject to the continuous and ongoing satisfaction of the following specific condition:

1. Holder shall afford the City of Manchester full access to the Site at all reasonable times to insure complete compliance with this Ordinance and all other applicable Ordinances of the City of Manchester.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016 .

CITY OF MANCHESTER, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

INTRODUCED BY ALDERMAN OTTENAD

BILL NO. 16-

ORDINANCE NO. 16-

I, _____ of American Tower Corporation, do hereby accept the foregoing Special Use Permit from the City of Manchester upon the terms and conditions above stated, and acknowledge the intention and obligation of American Tower Corporation to fully comply with the terms and conditions of the aforementioned Special Use Permit.

Dated this _____ day of _____, 2016.

AMERICAN TOWER CORPORATION

By: _____
(Name and Title)

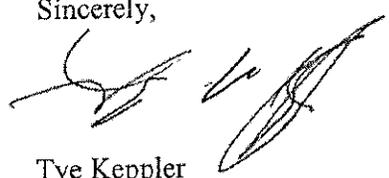
Tye Keppler
IHC Construction
1500 Executive Dr
Elgin, IL 60123
[Date] March 8, 2016

Board of Alderman
City of Manchester

Dear Board of Alderman:

I am requesting an immediate Legislation in regards to the communications property at 948 Carman rd. for BiState Metro. The hearing is set for March 22, 2016. We are extending a fence on an existing property that has two other communications facilities. This project has been in leasing and administrative review for over two years and incurring rent to the tax payers. There is a deadline that has already been extended with the FCC for the licenses to be used. This would require further extensions, and a possibility of losing the license. This is a radio upgrade that pertains to public safety. Thank you for your consideration.

Sincerely,



Tye Keppler
IHC Construction

CITY OF MANCHESTER

**PLANNING AND ZONING COMMISSION
MEETING MINUTES
FEBRUARY 22, 2016**

COMMISSIONERS

Jason Truesdell, Chairman (2018)
James Labit, Secretary (2016)
Joni Korte (2016)
Nelson Nolte (2017)
Jack Fluchel (2019)
Mark Smith (2018)
Dave Willson, Mayor

CITY OFFICIALS AND STAFF

Mike Clement, Alderman, Ex-Officio member
Erika Kennett, Director of Planning & Zoning
Kimberly Fels, Recording Secretary

CASES

- A. **CASE #16-TXT-001** – A text amendment is proposed to Section 405.610 of the City of Manchester’s Zoning Code to modify the Fence Types and Height in Residential Zoning Districts.
- B. **CASE #16-SUP-001** – A request for a Special Use Permit has been made by IHC Construction, LLC on behalf of Metro State Transportation to extend the existing chain link fence and construct new shelter for communication equipment at 948 Carman Road. The property is zoned R-2A Single Family Residential
- C. **CASE #16-SP-002** – A request for Site Plan Approval has been made by Scott Paul of Vanderbilt Homes, Inc. for a new single family dwelling to be constructed at 708 Connie Lane. The property is zoned R-1 Single Family Residential.

REPRESENTATIVES OF CASES

- **Director Erika Kennett**
14318 Manchester Road
Manchester, MO 63011
636-227-1385
- **Tye Keppler**
IHC Construction
1500 executive Drive
Elgin, IL 60123
847-841-7804
- **Scott Paul**
Vanderbilt Homes
2617 Wynncrest Ridge
St. Louis, MO
314-713-8716

1. CALL TO ORDER

Chairman Truesdell called the Planning and Zoning meeting of February 22, 2016 to order at 7:01 p.m.

2. ROLL CALL

Chairman Truesdell asked the Recording Secretary to take roll.

Commissioner/Secretary James Labit	Present	Chairman Jason Truesdell	Present
Commissioner Jack Fluchel	Excused	Commissioner Mark Smith	Present
Commissioner Joni Korte	Present	Alderman Mike Clement	Present
Commissioner Nelson Nolte	Present	Erika Kennett, Director	Excused
Mayor David Willson	Excused	Kimberly Fels, Recording Secy	Present

3. APPROVAL OF MINUTES

Commissioner Labit made the motion to approve the minutes of January 25, 2016. Motion seconded by Commissioner Smith; motion approved by voice vote. The vote taken was recorded as follows:

Ayes	Nays	Abstentions	Excused
5	0	0	2

4. APPROVAL OF AGENDA

Chairman Truesdell asked if there were any changes to the agenda. Commissioner Labit made the motion to approve the agenda as presented. Commissioner Korte seconded; motion approved by voice vote. The vote taken was recorded as follows:

Ayes	Nays	Abstentions	Excused
5	0	0	2

5. OLD BUSINESS

A. CASE #16-TXT-001 – A text amendment was proposed to Section 405.610 of the City of Manchester’s Zoning Code to modify the Fence Types and Height in Residential Zoning Districts.

With Director Kennett unable to represent this case due to an excused absence, the Commission decided to table the case until a time was available for Director Kennett to attend.

Chairman Truesdell made the recommendation to table CASE #16-TXT-001 to gather further information from City Staff. Commissioner Nolte made the motion to table the text amendment on CASE #16-TXT-001. Chairman Truesdell seconded the motion; it was passed by voice vote. The vote taken was recorded as follows:

Ayes	Nays	Abstentions	Excused
5	0	0	2

6. NEW BUSINESS

A. CASE #16-SUP-001 – A request for a Special Use Permit was made by IHC Construction, LLC on behalf of Metro State Transportation to extend the existing chain link fence and construct new shelter for communication equipment at 948 Carman Road. The property is zoned R-2A Single Family Residential

Speaking for the case is Mr. Tye Keppler of IHC Construction. Mr. Keppler is the Project Manager for IHC Construction and this is a project for communications upgrade. The reason for this Special Use Permit request is that an extension for the chain link fence is needed so that further communication equipment can be installed. The communication towers currently on the property were built before the City of Manchester annexed the property from St. Louis County. If the Special Use permit were not granted for the extension of the chain link fence, Mr. Keppler said that there would be unnecessary costs incurred to the builder, a delay in improvement production and change orders, and result in a fence that looks completely different from those already existing.

Chairman Truesdell confirmed with Mr. Keppler that all three existing towers on the property are cellular towers. Mr. Keppler also reminded the Commission that there is a water tower in close proximity of these communication towers and a maximum of only 3 residences within the immediate area. Chairman Truesdell also confirmed with Mr. Keppler that the reason for the fence extension is so

that Bi-State Metro can house new equipment in a shelter that will match the layout and size of other shelters within the St. Louis area.

Staff reported along with the facts discussed already, that the chain link fence is an extension of that which already exists on the property. Staff had no objections to this project.

Commissioner Korte abstained from any questions, comments and voice vote due to an association with Bi-State Metro.

Chairman Truesdell made the motion for approval of the Special Use Permit request of CASE #16-SUP-001. Commissioner Labit seconded the motion; it was passed by voice vote. The vote taken was recorded as follows:

Ayes	Nays	Abstentions	Excused
4	0	0	3

- B. CASE #16-SP-002** – A request for Site Plan Approval was made by Scott Paul of Vanderbilt Homes, Inc. for a new single family dwelling to be constructed at 708 Connie Lane. The property is zoned R-1 Single Family Residential.

Speaking for the case was Mr. Scott Paul of Vanderbilt Homes. Mr. Paul was seeking Site Plan approval for the construction of a new single family residence. The new house will be a 3400 square foot, two-story home.

Chairman Truesdell asked if there was an existing home on the site at this time. Mr. Paul confirmed that there is an existing home at this time with an in ground pool, but the demolition of said home is already scheduled. Staff confirmed a demolition permit has been granted for Mr. Paul to tear down the existing house at 708 Connie Lane. Also, staff had no objections for the Site Plan approval, confirming that the proposed new home is concurrent with the trend of new builds on Connie Lane.

Alderman Clement asked if anything needed to be addressed for drainage. Mr. Paul said that the good thing about this lot and those around is that they are very large lots which absorb a good amount of drainage. Mr. Paul has no concerns regarding drainage for this site. Alderman Clement asked if there would be any re-grading for that location. Mr. Paul said they are required to keep the same drainage areas throughout the location. Alderman Clement confirmed with Mr. Paul that there would be a few trees removed from the property. Mr. Paul said the tree removal is mostly so that cranes and equipment can access the area.

Commissioner Labit asked for clarification regarding the discrepancy of the address printed on the plans verses the address of the Site Plan application. Mr. Paul confirmed that the house proposed for Site Plan approval at 708 Connie is the same house that has been built on Joyce Ann, which made allowance for the discrepancy of the plans address and the application address. The only difference with the houses at different addresses is the color scheme. Mr. Paul also confirmed for Commissioner Labit that the houses built by Vanderbilt homes, including this house at 708 Connie Lane, are stick built homes and not any sort of a manufactured home.

Chairman Truesdell asked about the timeline for this new build at 708 Connie Lane. Mr. Paul said it will take anywhere from 2 – 4 weeks to get everything ready to go after tonight’s meeting. It was also confirmed that the Site Plan does not trigger any mandated storm water quality measures.

Commissioner Labit made the motion for approval of the Site Plan review on CASE #16-SP-002. Commissioner Korte seconded the motion; it was passed by voice vote. The vote taken was recorded as follows:

**CITY OF MANCHESTER
PLANNING AND ZONING DEPARTMENT
STAFF REPORT**

Project Information

February 12, 2016

Case: #16-SUP-001

Applicant: IHC Construction, LLC on behalf of Metro State Transportation

Activity: Special Use Permit to extend the existing chain link fence and construct new shelter for communication equipment.

Zoning District: R-2A Single Family Residential District

Address: 948 Carman Road

Background

The petitioner is looking to alter an existing fence that surrounds a telecommunications tower and add an equipment shelter at 948 Carman Road. This property was located in St. Louis County when the tower was constructed and was grandfathered in due to annexation by the City of Manchester. This would be the first Special Use Permit for this property.

Attached is a copy of the application, the development plans, pictures of the existing property, a map showing the subject property and its zoning classification.

Staff Comments

Based on the information provided, the fence is an extension of the existing chain link fence. This existing chain link fence has been grandfathered but alterations to it must be approved via special use permit. Section 405.450 7a notes equipment shelters and fence regulations.

Staff recommends a favorable recommendation of this Special Use Permit application.



APPLICATION FOR SPECIAL USE PERMIT

City of Manchester, 14318 Manchester Rd., Manchester, MO 63011

Ph: 636 227 1385, Ext. 107; Fax: 636 821 8099

Every application submitted to the Planning and Zoning Commission for review and approval must contain the following:

- A non-refundable fee of \$300.
- Twenty (20) copies of:
 - A plot survey/sketch/site plan, to scale and showing lot/property in question.
 - A letter of intent describing the proposed use of the Special Use Permit. Description can include (but is not limited to) the nature of the business, hours of operation, number of employees, etc.
 - Information on the number of parking spaces assigned to the space.
 - Any other pertinent information for the Commission to review with your application.
- Completed application with name of applicant (or their representative) that will appear before the Commission and Board.

An incomplete application may result in your case being postponed to another future Commission meeting.

PLEASE PRINT

PROPERTY OWNER	American Tower Corporation		
ADDRESS	3500 Regency Parkway Suite 100 Cary NC		
PHONE	919 468 0112	FAX	919 466 5414

CONTRACTOR/ APPLICANT NAME	Tye Keppler		
COMPANY NAME	INC Construction		
ADDRESS	1500 Executive Dr Elgin IL 60123		
PHONE/EXTENSION	847-841-7804	FAX	
PERMIT TO BE PICKED UP BY	<input type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Applicant/Contractor		

ADDRESS OF SPECIAL USE	948 Carman Rd
LEGAL DESCRIPTION OF PROPERTY	Communications tower
LEGAL DESCRIPTION OF PROPERTY (continued)	
PROPOSED SPECIAL USE	extend existing Chain Link fence to accommodate new equipment
EXISTING ZONING	

I hereby certify that the information contained in this application and accompanying drawings and/or plats are correct, and that it will conform to all applicable laws of the City of Manchester.

Owner/Contractor [Signature] Date _____

PLANNING AND ZONING USE ONLY

City of Manchester Permit # _____

Received by _____ Fee Paid On: _____
 Director, Planning and Zoning and Economic Development

Department of Public Works, Div. of Code Enforcement
 St. Louis County Gov Ctr., 41 S. Central Ave, 6th Floor, Clayton, MO 63105

Ph: 314 615 5184

St. Louis County Permit Application # _____

REQUIREMENTS:

1. Completed Application Form.
2. Five (5) copies of construction drawings & site plan/ survey plat showing improvements to scale. (4 of the copies will be stamped and approved for St. Louis County, 1 copy will be kept by the Municipality.)
3. Payment of the appropriate zoning approval fee. (Fee schedule on back side of this page)

THIS IS NOT A PERMIT. Plans must be submitted to St. Louis County for issuance of the building permit and related inspections. Plans must also be submitted for review to the applicable Fire Protection District. Please contact the appropriate fire district for additional information. Contact Dig-Rite at 800 344 7483 prior to any digging. If a dumpster is needed at the project site, a separate permit is required with City of Manchester.

PLEASE PRINT

MUNICIPALITY	CITY OF MANCHESTER		
Project Address	948 Carman Rd		
Owner Name	American Tower Corporation		
Owner Address	3500 Regency Parkway Suite 100 Cary NC		
Phone	919-468-0112	EMAIL / FAX	919-466-5414
Description of Work	add antennas to existing tower, move fence, new shelter and generator		
Tenant Name	D. Steve Metro		

Applicant/Contractor Name	Tee Keppler		
Company Name	IHC Construction		
Company Address	1500 Executive Dr Elgin IL 60123		
Phone	847-772-5843	EMAIL / FAX	TKeppler@IHCconstruction.com
Permit To Be Picked Up By	<input type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Applicant/Contractor		

I hereby certify that the information contained in this application and accompanying plans is correct, and that I will conform to all applicable laws of the City of Manchester and St. Louis County.

Owner/Applicant [Signature] Date 1/4/2016

PLANNING AND ZONING USE ONLY

ZONING APPROVAL City of Manchester Permit # _____
 Municipal Zoning Classification R2A

FLOOD PLAIN APPROVAL- Is this project located in a Flood Plain? Yes No

Approved By _____ Date _____
 Director, Planning and Zoning and Economic Development

Zoning Approval Fees	<input type="checkbox"/> Fee paid on	Amount: \$
-----------------------------	--------------------------------------	------------

Tye Keppler
1500 Executive Ave
Elgin, IL 60123
January 29, 2016

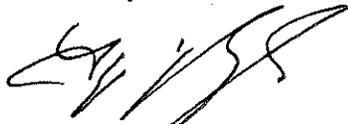
16-SUP-
001

City Of Manchester Zoning Board

To Whom it may concern:

This letter is to request a special use permit for existing communications tower at 948 Carman Rd. We are requesting special use because existing fence will need to be extended to accommodate new shelter for Communications equipment for Metro State Transportation. The new fence will match existing fence, and remain within all specified requirements in current regulations. This method would be the most cost effective measure, and the least amount of disruption to existing facilities.

Sincerely,



Tye Keppler
Project Manager IHC Construction

Corporate Office: 1500 Executive Drive, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610
Underground Contractors' Office/Warehouse: 840 Church Road, Elgin, IL 60123 • Fax: 847-289-3650
Repair and Fabrication Shop/Yard: 1797 N. LaFox Street, South Elgin, IL 60177

De



W-T COMMUNICATION DESIGN GROUP, LLC
 10770 W. BROADWAY
 SUITE 100
 FORT COLLINS, CO 80526

W-T PROJECT NO. 2008082
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____



ATC MANCHESTER

S2

840 MERVILLE STATION ROAD
 BALLWIN, MO 63021

TITLE SHEET

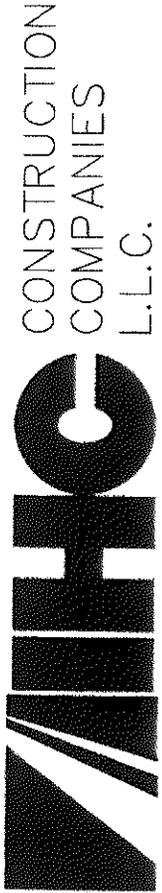
SHEET NUMBER
 T-1

ATC SITE NAME:
MANCHESTER (8)

ATC SITE NUMBER:
305949

METRO SITE ID:
S2

SITE TYPE:
MONOPOLE



SHEET NUMBER	TITLE	DATE
T-1	TITLE SHEET	08-25-11
0-1	GENERAL NOTES	08-25-11
0-2	GENERAL NOTES	08-25-11
0-3	GENERAL NOTES	08-25-11
0-4	GENERAL NOTES	08-25-11
0-5	GENERAL NOTES	08-25-11
0-6	GENERAL NOTES	08-25-11
0-7	GENERAL NOTES	08-25-11
0-8	GENERAL NOTES	08-25-11
0-9	GENERAL NOTES	08-25-11
1-1	ELEVATION	08-25-11
1-2	GENERAL NOTES	08-25-11
1-3	GENERAL NOTES	08-25-11
1-4	GENERAL NOTES	08-25-11
1-5	GENERAL NOTES	08-25-11
1-6	GENERAL NOTES	08-25-11
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1-25	GENERAL NOTES	08-25-11
1-26	GENERAL NOTES	08-25-11
1-27	GENERAL NOTES	08-25-11
1-28	GENERAL NOTES	08-25-11
1-29	GENERAL NOTES	08-25-11
1-30	GENERAL NOTES	08-25-11

CONTACTS

GENERAL CONTRACTOR:
 HCO CONSTRUCTION COMPANIES, LLC
 10770 W. BROADWAY, SUITE 100
 FORT COLLINS, CO 80526
 TEL: (970) 498-0112
 FAX: (970) 498-5414
 CONTACT: BOB

PROJECT TEAM

ARCHITECT:
 W-T COMMUNICATION DESIGN GROUP, LLC
 10770 W. BROADWAY, SUITE 100
 FORT COLLINS, CO 80526
 TEL: (970) 498-0112
 FAX: (970) 498-5414
 CONTACT: BOB

STRUCTURAL ENGINEER:
 AMERICAN TOWER CORPORATION
 100 W. MICHIGAN, SUITE 100
 CHICAGO, IL 60601
 TEL: (312) 467-0112
 FAX: (312) 467-0114
 CONTACT: BOB

ELECTRICAL ENGINEER:
 HCO CONSTRUCTION COMPANIES, LLC
 10770 W. BROADWAY, SUITE 100
 FORT COLLINS, CO 80526
 TEL: (970) 498-0112
 FAX: (970) 498-5414
 CONTACT: BOB

APPROVALS

PERSONS APPROVAL OF THE ASSURANCE THE FOLLOWING PARTIES HAVE REVIEWED THE DESIGN WITH THEIR FUNCTIONAL RESPONSIBILITIES AND HAVE APPROVED THIS PROJECT FOR CONSTRUCTION. CONTRACTORS MAY NOT START CONSTRUCTION WITHOUT A NOTICE TO PROCEED (NTP) FROM METRO.

LANDLORD: _____ SIGNATURE: _____ DATE: _____

OPERATIONS: _____

UTILITIES: _____



UTILITIES

ELECTRIC:
 AMEREN MO
 TEL: (800) 365-7553
 CONTACT: N/A

TELEPHONE:
 AT&T
 TEL: (800) 337-8500
 CONTACT: N/A

FIBER:
 TEL: TEL
 CONTACT: N/A

PROJECT DESCRIPTION

INSTALL NEW SHELTER AND NEW GENERATOR WITH THE EXISTING COMPOUND. INSTALL NEW ANTENNAS ON EXISTING 4150'-0" MONOPOLE. NO NEW WATER OR SEWER IS REQUIRED AS FACILITY IS UNOCCUPIED.

PROJECT INFORMATION

SITE ADDRESS:
 840 MERVILLE STATION ROAD
 BALLWIN, MO 63021
 ST. LOUIS COUNTY

COORDINATOR:
 3637842Z
 LONR: -01300781

PROPERTY OWNER:
 AMERICAN TOWER CORPORATION
 100 W. MICHIGAN, SUITE 100
 CHICAGO, IL 60601
 TEL: (312) 467-0112
 FAX: (312) 467-0114

APPLICABLE CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES:

BUILDING CODE: INTERNATIONAL BUILDING CODE 2009
 ELECTRICAL CODE: NATIONAL ELECTRICAL CODE 2008

DRIVING DIRECTIONS

DIRECTIONS FROM LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

WEST ON I-270 TO I-70. USE RIGHT HAND LANE TO TAKE EXIT 23A TO I-70. MERGE ONTO I-270 S TOWARD MEMPHIS. TAKE EXIT 8 FOR DAUGHERTY FERRY RD. USE THE RIGHT 2 LANES TO TURN RIGHT ONTO DAUGHERTY FERRY RD. (SIGNS FOR BALLWIN, MO) TURN RIGHT ONTO THE ROAD AND CONTINUE STRAIGHT TO RIGHT ON MERVILLE STATION ROAD. TURN RIGHT ONTO 840 MERVILLE ST. ADDRESS IN 63021.

