



AGENDA

FOR THE

REGULAR BOARD OF ALDERMEN MEETING

OF

MONDAY, APRIL 4, 2016

AT THE

MANCHESTER POLICE FACILITY
200 HIGHLANDS BOULEVARD DRIVE



REGULAR MEETING OF THE BOARD OF ALDERMEN

NEXT BILL: 16-2255

NEXT ORD: 16-2135

NEXT RES: 16-0559

DATE: MONDAY, APRIL 4, 2016 – 7:00 p.m.

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

CONTINUED PUBLIC
HEARING:

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

PUBLIC HEARING:

Proposed Lafayette Center Community
Improvement District

PUBLIC HEARING:

Special Use Permit Request for
a resale clothing boutique at
801 Second Street

PUBLIC HEARING:

Text amendment to the City's
Code regarding fencing in
residential districts

PUBLIC HEARING:

Text amendment to the City's
Code allowing for a special use
for financial institutions

PUBLIC HEARING:

Special Use Permit Request for
a financial institution with drive
thru at 14422 Manchester Road



NEXT BILL: 16-2255
NEXT ORD: 16-2135
NEXT RES: 16-0559

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 Public Hearing held on Monday, March 21, 2016 1
 - b. Minutes of the Regular Board of Aldermen meeting Monday, March 21, 2016 2 - 8
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. Mayoral Report
7. Reports from the City Administrator
 - a. List of Paid Bills (Warrant dates of 3/20/2016 – 4/2/2016) 9 - 33

8. Reports from Committees
 - a. Planning and Zoning Commission
 - b. Homecoming Committee
 - c. Manchester Arts

9. Action on Old Bills
 - a. Bill # 16-2251 - an Ordinance approving creation for Lafayette Center Community Improvement District – second reading - Alderman Baumann 34 - 67
 - b. Bill # 16-2252 - an Ordinance approving Development Agreement for Lafayette Center – second reading – Alderman Stevens 68 - 117
 - c. Bill # 16-2253 - an Ordinance amending the Code of Ordinances relating to commercial outdoor cooking – second reading - Alderman Clement 118 - 123
 - d. Bill # 16-2254 - an Ordinance authorizing release of escrow deposit for Tuscan Valley – second reading - Alderman Hamill 124 - 127

10. Introduction of New Bills
 - a. Bill approving Special Use Permit for fence extension and new shelter at 948 Carman Road – Alderman Clement 128 - 139
 - b. Bill approving a Special Use Permit for a resale clothing boutique at 801 Second Street – Alderman Stevens 140 - 151
***EMERGENCY LEGISLATION REQUESTED
BY APPLICANT***
 - c. Bill approving a text amendment to the City’s Code of Ordinances regarding fence types and heights in residential districts – Alderman Hamill 152 - 158
 - d. Bill approving a text amendment to the City’s Code of Ordinances regarding special uses of financial institutions – Alderman Ottenad 159 - 166

- e. Bill approving a Special Use Permit for a financial institution with a drive thru at 14422 Manchester Road – Alderman Ottenad 167 - 180
- f. Resolution approving contract with Horner & Shifrin, Inc. for surveying and engineering design services for the Spring Meadows Drive Replacement Project – Alderman Baumann 181 - 226

11. Miscellaneous

- a. Comments from the Public

12. 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, April 01, 2016 at 12:10 p.m.



City of Manchester
14318 Manchester Road
Manchester, Missouri 63011

(636) 227-1385

CONTINUED 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.

*This Public Hearing was continued to April 4, 2016 from the March 21, 2016 meeting.

*[**To be published in the Countian (St. Louis County) on March 25 and April 1**]*

NOTICE OF PUBLIC HEARING

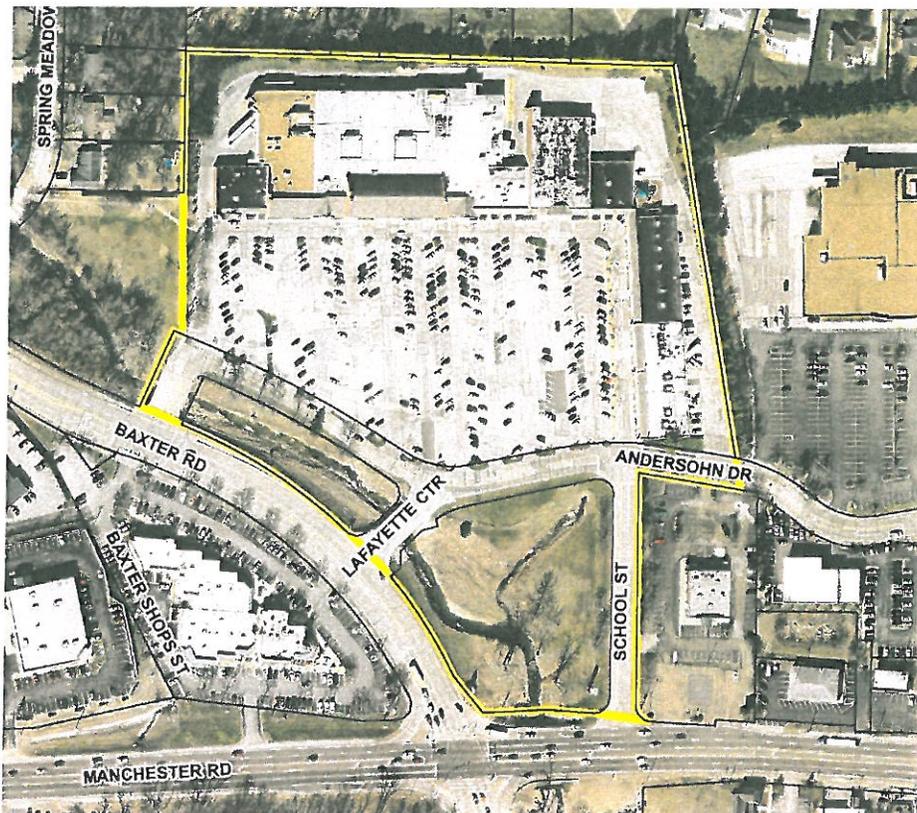
BOARD OF ALDERMEN OF THE CITY OF MANCHESTER, MISSOURI

PLEASE TAKE NOTICE that at 7:00 p.m. on April 4, 2016 at 200 Highlands Boulevard Drive, Manchester, Missouri 63011, the Board of Aldermen of the City of Manchester, Missouri (the “City”) will hold a public hearing pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “Act”). The purpose of the hearing is to consider the approval by the Board of Aldermen of a petition to establish a community improvement district pursuant to the Act to be known as the “Lafayette Center Community Improvement District” (the “Petition”).

All interested persons will be given an opportunity to be heard at this public hearing.

The Petition was filed with the City Clerk on March 8, 2016. A copy of the Petition is on file in the City Clerk’s office and is available for review by any interested party during regular business hours at Manchester City Hall, 14318 Manchester Road, Manchester, Missouri 63011.

The boundaries of the proposed district total approximately 15.5 acres of land and adjoining or intervening rights-of-way of Lafayette Center, Andersohn Drive and School Street as further identified on following map:



Final determination of approval of the Petition will be made by the Board of Aldermen.



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, April 4, 2016 at 7:00 p.m. at the Manchester Police Facility, 200 Highlands Boulevard Drive, to consider the following:

- A. CASE #16-SUP-002** – A request for a Special Use Permit has been made by Ketrill Blanton of Back on the Rack Consignment Boutique to allow the use of resale clothing at 801 Second Street. The property is zoned PBD – Planned Business Development District.



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, April 4, 2016 at 7:00 p.m. at the Manchester Police Facility, 200 Highlands Boulevard Drive, to consider the following:

B. 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.



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, April 4, 2016 at 7:00 p.m. at the Manchester Police Facility, 200 Highlands Boulevard Drive, to consider the following:

C. CASE #16-TXT-002 – A text amendment is proposed to Section 405.285.C.18 of the City of Manchester's Zoning Code to allow for a Special Use of Financial Institutions



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, April 4, 2016 at 7:00 p.m. at the Manchester Police Facility, 200 Highlands Boulevard Drive, to consider the following:

- D. CASE #16-SUP-003** – A request for Special Use Permit has been made by Gary Follman of Follman Real Estate to allow a Financial Institution with a Drive Thru to be located at 14422 Manchester Road. The property is zoned PBD – Planned Business Development District.



**MINUTES OF THE PUBLIC HEARING OF
MONDAY, MARCH 21, 2016
AT 200 HIGHLANDS BOULEVARD DRIVE
REGARDING
A SPECIAL USE PERMIT REQUEST
REGARDING EQUIPMENT AT 948 CARMAN ROAD**

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

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.

The following notice of the public hearing was then read:

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 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.

There being no representative at the meeting from IHC Construction, LLC, or Metro State Transportation, City Attorney Patrick R. Gunn stated the public hearing could be continued to the April 4 meeting.

Mayor Willson closed the public hearing at 7:05 p.m.

Respectfully submitted,

Ruth E. Baker, MMC/MPCC
City Clerk

Note: This is a journal of the Public Hearing held Monday, March 21, 2016 (summary); not a verbatim transcript. If a recording of the public hearing is desired, please contact City Hall.



**MINUTES OF THE REGULAR BOARD OF ALDERMEN MEETING
MONDAY, MARCH 21, 2016
AT 200 HIGHLANDS BOULEVARD DRIVE**

1. CALL TO ORDER

Mayor David L. Willson called the Regular Board of Aldermen meeting to order at 7:05 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 Monday, March 7, 2016

Alderman Clement made the motion to approve the Minutes of the Regular Board of Aldermen meeting of Monday, March 7, 2016. The motion was seconded by Alderman Hamill and carried unanimously, without objection.

4. ESTABLISHMENT OF ORDER OF ITEMS ON THE AGENDA

Alderman Ottenad postponed Agenda Item 10 (e) because the Board of Aldermen could not hold the public hearing under the circumstances, and it was continued to the next meeting.

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

5. CONSIDERATION OF PETITIONS AND COMMENTS FROM THE PUBLIC

a. Comments from the Public

Ms. Gail Howard, 3404 Charleston Place Court, Manchester, MO, appreciates the new stop sign that was placed on Dougherty Ferry Road. She said she lives near there and it has helped with slowing down traffic and providing more safety. She said last year there was a serious head-on accident, and in February, there was another accident at the senior center. She knows it will be a

change for drivers and may be annoying at first, but the overall caring for the community safety is the biggest concern.

Ms. Betty Caldwell, 3458 Charleston Place, Manchester, MO, thanked the City for the installation of the stop sign. She said she has witnessed instances there; there are accidents. She said she wanted to say “thank you” and wants the stop signs to be retained there.

Mr. Lee Presser, 1140 Big Bend Station Drive, Manchester, MO, spoke on behalf of the Big Bend Station Subdivision which includes Charleston Place. He said it has been a challenge to come out of the street, especially during higher traffic times of the day, because people have been going pretty fast. He said that the first stop sign drivers are going to see is past Charleston Place, before these new stop signs were put up. He said he looked at and agreed with the stop signs having been placed. Homeowners, for the most part, are very happy with the stop signs. One individual, however, said when he was coming home, he found himself at 5:30 p.m. stacked up with a number of cars. On the other hand, there have been accidents, and if this stop sign saves someone’s life or prevents someone from being injured; he is in favor of it. He expressed thanks to the City and Public Works Director for getting that taken care of. Mr. Presser said he hopes this will not turn into an issue for the City. He has heard there are some complaints.

6. REPORTS FROM THE MAYOR

a. Introduction of Boy Scout

Mayor Willson introduced Boy Scout William Chen from Troop 750 sponsored by Wren Hollow Elementary School. He is working on his “Citizenship in the Community” Merit Badge.

b. Presentation of Certification Award to City Clerk Ruth Baker

Mayor Willson presented City Clerk Ruth Baker her “Missouri Professional City Clerk” Certification Award. He explained that Ms. Baker has earned the highest certification award possible for a City Clerk through the Missouri State University and the Missouri City Clerks’ and Finance Officers’ Association.

c. Mayoral Report

Mayor Willson reported that he attended the Board of Adjustment dinner. There were interesting and complimentary comments from people about the stop sign.

Mayor Willson announced that three Parkway Schools made the list of “Top Ten Schools” in Missouri and Illinois, and they are Parkway West at number 6; Parkway Central at number 9, and Parkway South at number 10. That is a great accomplishment and feather in the cap of the Parkway School District.

7. REPORTS FROM THE CITY ADMINISTRATOR

a. List of Paid Bills (Warrant dates of March 6 – March 19, 2016)

There were no questions.

8. REPORTS FROM COMMITTEES

a. Planning and Zoning Commission

Alderman Clement stated that at the last meeting, there were six cases: a couple text amendments that will be coming to the Board, two Special Use Permit Requests and a couple site plan approvals. He said these issues will be in front of the Board at the first meeting in April.

b. Homecoming Committee

Alderman Ottenad announced that the next meeting will be May 11 at the Legion Hall at 6:30 p.m.

Alderman Baumann stated they are all interested in getting the community more involved.

c. Manchester Arts

Alderman Stevens said Manchester Arts is busy planning new events and getting things ready for the summer. The Art that is on display now is from the honor students of Parkway South.

Alderman Clement advised that the photography show will open Friday, April 1, and the opening reception is from 6:00 – 8:00 p.m. that evening.

Alderman Stevens said this is the fourth year of the photography show, and it has become an event for professionals, as well as all photographers, who want to be included. They are encouraging the young fifth graders and sixth graders to also submit entries and have the opportunity to win awards, too.

Alderman Clement said the number of entries per individual has been cut back, because last year, the event almost ran out of room. They are going to try this to control the growth. There is no other Manchester location to accommodate the show.

9. ACTION ON OLD BILLS

- a. There are none.

10. INTRODUCTION OF NEW BILLS

- a. BILL APPROVING CREATION FOR LAFAYETTE CENTER COMMUNITY IMPROVEMENT

Alderman Baumann introduced Bill # 16-2251, entitled: “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”, by title only.

Ms. Shannon Creighton, Attorney with Gilmore and Bell, Special Counsel in creation with this Community Improvement District, summarized the first two Bills.

Ms. Creighton stated as discussed at the last meeting, Caplaco Six, Inc., an affiliate of Capitol Land Company, has requested the creation of a Community Improvement District (CID) in the Lafayette Center to finance certain costs of improvements, such as the façade, the parking lot, new signage and landscaping throughout the Center. The District would also finance a reimbursement to the City for approximately \$98,000 for costs expended several years ago for the repair of the eastern access bridge off Baxter Road. The project is expected to total approximately \$4.8 million. The first Ordinance will be to consider the creation of that District; it will approve the petition and establish the District as a separate political subdivision of the City, it will appoint the initial Board of Directors, and it will designate the District as a blighted area pursuant to the CID act. Under the CID Act, the District is allowed certain circumstances that can be financed. If blighted, the District can also undertake redevelopment activities of that area. The CID Act specifies what can be considered blight, which is included as an exhibit in the Board of Aldermen packet. She said that Peckham, Guyton, Albers and Viets, Inc., architects, examined the property and prepared a study, and they found conditions that would constitute blight in accordance with the CID Act.

Ms. Creighton stated the second Ordinance approves a Development Agreement among the City, the District and the Developer. While the petition provides a general framework on how the District will operate, the Development Agreement is a specific guideline on how the District will continue to be in existence. It is a working contract between the District, the City, and the Developer.

Mr. Creighton stated the District Project is broken up into two parts; the City portion and the Developer portion. The City's portion of this Project is the repair of the bridge which was undertaken several years ago and is complete. The Developer's portion has yet to be started and under the Agreement they have agreed to substantially have it completed by June 30, 2017. Dierbergs has indicated they would like this project to start immediately and be complete before the holiday season this fall; the June 30, 2017 date is just to allow for unforeseen events.

City Attorney Patrick Gunn informed that Dierbergs will also be making significant improvements to the interior of their store, which is not part of the CID package. He said they will be updating and modernizing their store as part of this renovation, so it should enhance the CID Project.

Ms. Creighton stated the next provision is how the project will be financed over the life of the District; under the agreement, the Developer intends to obtain a temporary construction loan to cover costs of the project. They will submit Certificate of Reimbursable Costs to the City staff to approve for reimbursement. Once construction is complete, the District will refinance that construction loan with a payout of probably 20 years. She stated that the City's reimbursement from the District should take place by November, 2016.

Ms. Creighton stated that while filing the creation of the District, a one percent (1%) sales tax will be imposed on the shopping center. The revenues generated from the tax will be used to pay the costs of operating the District and the remaining amounts will be used to pay down that debt as soon as possible. The District and sales tax can be in place up to 25 years. If the debt is paid off sooner, the District will dissolve and the tax will be repealed at that time. If the debt is not paid off, the note will be cancelled at that time. She stressed that this is not an obligation of the City; it is an

obligation of the District only, payable solely from that sales tax.

Ms. Creighton stated the District will be governed as a separate political subdivision with an independent Board of Directors made up of five representatives of the developer and the City, appointed by the Mayor with approval of Board. Each year, the District will be required to submit to the City a budget along with a report that provides their financial statements and activities. If the City incurs costs related to the administration of that District, the City may request reimbursement of those costs.

Ms. Creighton stated the Developer and District have agreed to fully indemnify the City in connection with any claim related to the creation of the District, the Development Agreement, the blight finding, and any activity other than the construction of the City's portion of the District Project.

City Attorney Gunn asked Ms. Creighton if in the Development Agreement the City is appointing, by approval of this Ordinance, the initial City representatives on the Board, and Ms. Creighton stated that is true. Attorney Gunn stated that the initial representatives for the City are shown to be City Administrator Hixson and Planning and Zoning Director Kennett.

Alderman Hamill said he wanted to make sure that the District does not include the new Joey B's Restaurant. In response, Attorney Gunn stated that Joey B's was not included, because it is located on the outlot.

Alderman Ottenad asked whether when talking about the blighted area and redevelopment, if that means any part of that area can be demolished and rebuilt.

Ms. Creighton answered that is not the case. She stated that under the CID Statute, the CID is created generally for public improvements, roads, parks, etc. She said redevelopment activities require a special finding by the City creating the District that allows CID to finance what would be deemed private improvements, but really it is a redevelopment of the area, a cleaning up of the blighting conditions in the area.

Alderman Clement commented that it had been mentioned the City could be reimbursed for administrative costs, and he wanted to know if her fees are part of what is being paid for.

Ms. Creighton stated her fees are covered by the Preliminary Funding Agreement which was approved by the City a few years ago. She said there were funds deposited by the developer with the City, so there are funds escrowed.

No further action required at this time.

b. BILL APPROVING DEVELOPMENT AGREEMENT FOR LAFAYETTE CENTER

Alderman Stevens introduced Bill # 16-2252, entitled: "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," by title only.

No further action at this time.

- c. BILL AMENDING THE CODE OF ORDINANCES RELATING TO COMMERCIAL OUTDOOR COOKING

City Attorney Gunn explained that it is an Ordinance that is related in part to the Lafayette Center. He stated this is a Bill that appeared on the Board's agenda some time ago that was read and deferred, and that was because the hoped-for progress had not taken place yet for the CID Ordinance. He said now that those are in place, the City is prepared to recommend this process be started.

Alderman Clement then introduced Bill # 16-2253, entitled: "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", by title only.

No further action required at this time.

- d. BILL AUTHORIZING RELEASE OF ESCROW DEPOSIT FOR TUSCAN VALLEY

Alderman Hamill introduced Bill # 16-2254, entitled: "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," by title only.

City Attorney Gunn stated as they noted on page 115 of the Agenda Packet, all monies are being released, but the release is contingent on the developer re-depositing the sum of \$1,500 to cover landscaping for a period of one year.

Mr. Mike Lawless of Tuscan Valley Construction and CJM, LLC, asked if the City is looking for an additional \$1,500.

City Attorney Gunn answered that in the Ordinance, the release of the money is conditioned upon a \$1,500 deposit with the City, as a warranty, to cover the costs of landscaping for one year.

Mr. Lawless verified that they would be depositing \$1,500 more and they would be getting the release. He also verified that the City is accepting the right away, street and lights.

No further action at this time.

- e. BILL APPROVING SPECIAL USE PERMIT FOR FENCE EXTENSION AND NEW SHELTER AT 948 CARMAN ROAD

This item was deferred to the next meeting.

11. MISCELLANEOUS

a. Comments from the Public

Alderman Rich Baumann introduced and invited everyone to Manchester's Trivia Night, which will be Saturday, April 23 at St. Joseph's School. He said that 2/3 of the money will go to Lafayette Industries and 1/3 will go to Police Officers to purchase gift cards to hand out to motorists doing good deeds on the road. He said the 50/50 raffle will be run by Old Trails Historical Society with benefits going to them.

Mr. Jerry Meyer, 620 Applecross Court, asked if Attorney Gunn and Mayor Willson would be sure to speak directly into the microphones when talking.

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.

Alderman Hamill made the motion to go into 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. The motion was seconded by Alderman Clement.

A poll of the Board showed:

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

Mayor Willson announced the vote passed by a vote of 6 – 0.

13. ADJOURNMENT

At 8:05 p.m., after the Executive Session, there being no further business, Alderman Hamill made the motion to adjourn. The motion was seconded by Alderman Clement and carried unanimously, without objection. The meeting adjourned at 8:05 p.m.

Respectfully submitted,

Ruth E. Baker, MMC/MPCC
City Clerk

Note: This is a journal of the Board of Aldermen meeting held Monday, March 21, 2016 (summary); not a verbatim transcript. If a recording of the meeting is desired, please contact City Hall.



Manchester, MO

Check Register

Packet: APPKT00992 - Check Run - 20160323

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
2608	AFLAC	03/23/2016	Regular	0.00	720.68	46246
0010	Ameren Missouri	03/23/2016	Regular	0.00	248.47	46247
0009	Ameren Missouri	03/23/2016	Regular	0.00	6,701.66	46248
2154	Animal Care Service, Inc.	03/23/2016	Regular	0.00	100.00	46249
1029	Aramark Uniform Services	03/23/2016	Regular	0.00	116.11	46250
1448	Arch Engraving Inc.	03/23/2016	Regular	0.00	400.00	46251
0022	Arco Lawn Equipment, Inc.	03/23/2016	Regular	0.00	21.95	46252
2184	Baldwin/Priesmeyer	03/23/2016	Regular	0.00	124.00	46253
1125	Bass Company, LLC	03/23/2016	Regular	0.00	400.50	46254
2156	BeneFlex HR Resources, Inc.	03/23/2016	Regular	0.00	511.15	46255
0052	Bob's Heating & Cooling Co.	03/23/2016	Regular	0.00	315.00	46256
0073	City Lighting Products	03/23/2016	Regular	0.00	290.92	46257
0034	City of Ballwin	03/23/2016	Regular	0.00	11,842.58	46258
1019	City of Ellisville	03/23/2016	Regular	0.00	322.35	46259
2601	Commerce Bank - Commercial Card:	03/23/2016	Regular	0.00	44.42	46260
2600	Commerce Bank - Commercial Card:	03/23/2016	Regular	0.00	122.84	46261
2336	Commerce Bank - Commercial Card:	03/23/2016	Regular	0.00	357.13	46262
2093	Commerce Bank - Commercial Card:	03/23/2016	Regular	0.00	613.87	46263
1902	Commerce Bank - Commercial Card:	03/23/2016	Regular	0.00	1,233.59	46264
2285	Commerce Bank Commercial Card	03/23/2016	Regular	0.00	543.83	46265
0094	Dale Sign Service	03/23/2016	Regular	0.00	58.00	46266
2357	Employee Exp. Reimb.	03/23/2016	Regular	0.00	88.38	46267
2173	Family Support Payment Center	03/23/2016	Regular	0.00	400.00	46268
2173	Family Support Payment Center	03/23/2016	Regular	0.00	213.70	46269
2198	Fire Walker, dba Walker Enterprise,	03/23/2016	Regular	0.00	15.00	46270
0699	Floissant Psychological Services	03/23/2016	Regular	0.00	250.00	46271
0340	Fred Weber, Inc.	03/23/2016	Regular	0.00	390.00	46272
2178	GovDeals	03/23/2016	Regular	0.00	10.00	46273
0890	Gulf States Distributors	03/23/2016	Regular	0.00	387.00	46274
0421	Home Depot Credit Services	03/23/2016	Regular	0.00	201.58	46275
2303	Ideal Landscape Construction, Inc.	03/23/2016	Regular	0.00	96,502.53	46276
1875	International Institute of Municipal	03/23/2016	Regular	0.00	550.00	46277
0803	J. M. Marschuetz Construction Co.	03/23/2016	Regular	0.00	98,562.39	46278
0903	K & K Supply	03/23/2016	Regular	0.00	39.04	46279
0733	Knapheide Truck Equipment Center	03/23/2016	Regular	0.00	515.67	46280
1763	Konica Minolta Business Solutions U	03/23/2016	Regular	0.00	110.85	46281
1275	LeadsOnline, LLC	03/23/2016	Regular	0.00	792.00	46282
0183	Leon Uniform	03/23/2016	Regular	0.00	1,322.65	46283
0185	Mark S. Levitt	03/23/2016	Regular	0.00	1,800.00	46284
1087	Menards	03/23/2016	Regular	0.00	155.65	46285
1137	Mercy Corporate Health	03/23/2016	Regular	0.00	351.00	46286
1279	Michael P. Gunn	03/23/2016	Regular	0.00	1,800.00	46287
2192	Missouri Department of Revenue	03/23/2016	Regular	0.00	35.00	46288
2540	NAPA Auto Parts	03/23/2016	Regular	0.00	63.99	46289
0643	NuWay Concrete Forms, Inc.	03/23/2016	Regular	0.00	92.25	46290
0251	Office Depot	03/23/2016	Regular	0.00	1,462.54	46291
1183	Omni Tree Service, Inc.	03/23/2016	Regular	0.00	2,100.00	46292
1492	Overhead Door Company of St. Loui	03/23/2016	Regular	0.00	230.00	46293
1082	Petty Cash by Eileen Collins	03/23/2016	Regular	0.00	135.65	46294
1179	Republic Services - #346	03/23/2016	Regular	0.00	106,923.06	46295
1291	Simpson Construction Material, LLC	03/23/2016	Regular	0.00	468.06	46296
1038	Southern Computer Warehouse	03/23/2016	Regular	0.00	148.75	46297
201	St. Louis Safety, Inc.	03/23/2016	Regular	0.00	130.20	46298
411	Staples Advantage	03/23/2016	Regular	0.00	268.34	46299

Agenda Item 7a

Check Register

Packet: APPKT00992-Check Run - 20160323

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2784	Temporary Construction Easement /	03/23/2016	Regular	0.00	2,860.00	46300
0324	Terrafile Incorporated	03/23/2016	Regular	0.00	288.00	46301
1307	The Pointe at Ballwin Commons	03/23/2016	Regular	0.00	194.86	46302
2761	Tom Kaplan - Piano Technician	03/23/2016	Regular	0.00	95.00	46303
0310	Treasurer, St. Louis County	03/23/2016	Regular	0.00	170.50	46304
0973	Universal, Inc.	03/23/2016	Regular	0.00	1,867.88	46305

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	60	0.00	347,080.57
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
	84	60	0.00	347,080.57



Manchester, MO

Check Register

Packet: APPKT01006 - Check Run - 20160330

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
2688	Angel Audio	03/30/2016	Regular	0.00	165.00	46329
1029	Aramark Uniform Services	03/30/2016	Regular	0.00	116.11	46330
0047	Barnes Care	03/30/2016	Regular	0.00	64.00	46331
1299	Belson Outdoors, Inc.	03/30/2016	Regular	0.00	3,719.00	46332
0060	Bussen Quarries, Inc.	03/30/2016	Regular	0.00	582.75	46333
2455	Charter Communications	03/30/2016	Regular	0.00	121.35	46334
2414	Chuck's Boots	03/30/2016	Regular	0.00	699.01	46335 - VOIDED
2715	City of St. Louis	03/30/2016	Regular	0.00	79.42	46336
1688	CK Power Products Corp.	03/30/2016	Regular	0.00	664.08	46337
1970	Copying Concepts	03/30/2016	Regular	0.00	72.00	46338
2673	D. Flynn Plumbing	03/30/2016	Regular	0.00	124.60	46339
2074	David Willson	03/30/2016	Regular	0.00	31.54	46340
0113	Erb Equipment Company, Inc.	03/30/2016	Regular	0.00	11.27	46341
2173	Family Support Payment Center	03/30/2016	Regular	0.00	213.70	46342
0122	Froesel Oil Co.	03/30/2016	Regular	0.00	1,824.95	46343
0926	Greenscape Gardens	03/30/2016	Regular	0.00	34.18	46344
1031	Horner & Shifrin, Inc.	03/30/2016	Regular	0.00	20,057.47	46345
2764	John Coyle	03/30/2016	Regular	0.00	44.40	46346
0903	K & K Supply	03/30/2016	Regular	0.00	169.76	46347
0733	Knapehide Truck Equipment Center	03/30/2016	Regular	0.00	867.20	46348
0174	Laclede Gas Company	03/30/2016	Regular	0.00	578.36	46349
0874	Lawson Products, Inc.	03/30/2016	Regular	0.00	235.82	46350
2779	Legal Shield	03/30/2016	Regular	0.00	106.90	46351
0715	Magellan Behavioral Health	03/30/2016	Regular	0.00	472.68	46352
1060	Meier Shoe Company, Inc.	03/30/2016	Regular	0.00	135.00	46353
1410	Metropark Communications, Inc.	03/30/2016	Regular	0.00	2,253.47	46354
1445	Missouri State Hwy. Patrol Academy	03/30/2016	Regular	0.00	450.00	46355
0306	Municipal League of Metro St. Louis	03/30/2016	Regular	0.00	20.00	46356
2792	Negwer Door Systems	03/30/2016	Regular	0.00	36.00	46357
1878	Petty Cash by Finance Dept.	03/30/2016	Regular	0.00	13.86	46358
0274	Police Dept. Petty Cash	03/30/2016	Regular	0.00	115.28	46359
2789	Ram Leather Care	03/30/2016	Regular	0.00	200.00	46360
0284	Safety-Kleen Systems, Inc.	03/30/2016	Regular	0.00	167.25	46361
0380	St. Louis Area Insurance Trust-New	03/30/2016	Regular	0.00	2,538.60	46362
1201	St. Louis Safety, Inc.	03/30/2016	Regular	0.00	42.00	46363
0316	Strothkamp's	03/30/2016	Regular	0.00	17.99	46364
0319	Superior Industrial Supply, Inc.	03/30/2016	Regular	0.00	320.86	46365
1945	Supreme Turf Products	03/30/2016	Regular	0.00	34.00	46366
1652	Tope Plumbing, Inc.	03/30/2016	Regular	0.00	4,370.00	46367
2177	TOTALFUNDS BY HASLER	03/30/2016	Regular	0.00	1,000.00	46368

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	55	40	0.00	42,769.86
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
	55	40	0.00	42,769.86



Manchester, MO

Check Register

Packet: APPKT01008 - Check Run 2 - 20160330

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK 2414	Chuck's Boots	03/30/2016	Regular	0.00	829.00	46369

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	1	0.00	829.00
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
	3	1	0.00	829.00



Manchester, MO

Check Register

Packet: APPKT00994 - Check Run - 20160401

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
2661	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	25.00	46306
2662	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	125.00	46307
2660	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	50.00	46308
2658	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	100.00	46309
2657	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	175.00	46310
2659	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	75.00	46311
0141	Patrick R. Gunn	04/01/2016	Regular	0.00	2,775.00	46312
2090	The Lincoln National Life Insurance C	04/01/2016	Regular	0.00	910.17	46313
1112	United HealthCare	04/01/2016	Regular	0.00	63,410.11	46314

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	9	0.00	67,645.28
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
	9	9	0.00	67,645.28



Manchester, MO

Check Register

Packet: APPKT00996 - Check Run 2 - 20160401

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
2662	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	100.00	46315
2660	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	150.00	46316
2658	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	75.00	46317
2659	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	50.00	46318
2657	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	100.00	46319
2661	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	125.00	46320

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	600.00
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
	6	6	0.00	600.00



Manchester, MO

Check Register

Packet: APPKT00998 - Check Run 3 - 20160401

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
2660	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	100.00	46321
2659	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	125.00	46322
2661	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	75.00	46323
2657	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	75.00	46324
2658	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	150.00	46325
2708	Manchester Arts FOCUS 2016 Photo	04/01/2016	Regular	0.00	200.00	46326
2791	Manchester Arts FOCUS Photograph	04/01/2016	Regular	0.00	200.00	46327
2790	Manchester Arts Reception Musiciar	04/01/2016	Regular	0.00	150.00	46328

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	8	0.00	1,075.00
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
	8	8	0.00	1,075.00



Manchester, MO

Check Register

Packet: APPKT01009 - Check Run - 20160401

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK 2454	Guardian - Appleton	04/01/2016	Regular	0.00	8,242.78	46370

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	8,242.78
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	8,242.78



Manchester, MO

Board Approval Report By Vendor Name

Payment Dates 3/20/2016 - 3/26/2016

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
Vendor: 0009 - Ameren Missouri							
03/23/2016	05910-25009 - 3/17/16	Service to various City locations - 1/26-2/24/16	Service to City Hall - 1/26-2/24/16	Electric	10-420-4235	03/17/2016	481.72
03/23/2016	05910-25009 - 3/17/16	Service to various City locations - 1/26-2/24/16	Service to various Park locations - 1/26-2/24/16	Electric	10-460-4235	03/17/2016	367.27
03/23/2016	05910-25009 - 3/17/16	Service to various City locations - 1/26-2/24/16	Service to Pub. Wks Bldg - 1/26-2/24/16	Electric	10-470-4235	03/17/2016	485.27
03/23/2016	05910-25009 - 3/17/16	Service to various City locations - 1/26-2/24/16	Service to various Pub.Wks locations - 1/26-2/24/16	Street Lighting	10-470-4236	03/17/2016	177.70
03/23/2016	14431-19054 - 3/16/16	Service to Police Facility - 2/15-3/14/16	Service to Police Facility - 2/15-3/14/16	Electric	10-440-4235	03/16/2016	3,623.11
03/23/2016	30810-59007 - 3/15/16	Service to Aquatic Center - 2/112-3/13/16	Service to Aquatic Center - 2/112-3/13/16	Electric	10-450-4235	03/15/2016	1,566.59
Vendor: 0010 - Ameren Missouri							6,701.66
03/23/2016	1359097012 - 3/15/16	Service to Park Maint - 2/11-3/13/16	Service to Park Maint - 2/11-3/13/16	Electric	10-460-4235	03/15/2016	183.28
03/23/2016	1755105002 - 3/15/16	Service to 910 Hazelfalls Dr - 2/11-3/13/16	Service to 910 Hazelfalls Dr - 2/11-3/13/16	Electric	10-460-4235	03/15/2016	12.69
03/23/2016	2592605110 - 3/17/16	Service to 740 Sherwick Terr - 2/16-3/16/16	Service to 740 Sherwick Terr - 2/16-3/16/16	Street Lighting	10-470-4236	03/17/2016	24.28
03/23/2016	9852605111 - 3/15/16	Service to Park - 2/11-3/13/16	Service to Park - 2/11-3/13/16	Electric	10-460-4235	03/15/2016	28.22
Vendor: 2154 - Animal Care Service, Inc.							248.47
03/23/2016	FEB 2016	Removal of deceased deer - 1487 Big Bend Rd.	Removal of deceased deer - 1487 Big Bend Rd.	Waste Management Progra	10-470-4360	02/29/2016	100.00
Vendor: 1029 - Aramark Uniform Services							100.00
03/23/2016	452-0880705	Uniforms cleaned, Mats & Shop towels, Mats - 3/16/16	Mats - 3/16/16	Uniforms & Equipment	10-460-4160	03/16/2016	9.50
03/23/2016	452-0880705	Uniforms cleaned, Mats & Shop towels, Mats - 3/16/16	Uniforms cleaned - 3/16/16	Uniforms & Equipment	10-470-4160	03/16/2016	72.66
03/23/2016	452-0880705	Uniforms cleaned, Mats & Shop towels, Mats - 3/16/16	Mats & Shop towels - 3/16/16	Building - Maintenance & Re	10-470-4295	03/16/2016	33.95
Vendor: 1029 - Aramark Uniform Services Total:							116.11

Agenda Item ^{7a}

Board Approval Report	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/20/2016 - 3/26/2016	Amount
Payment Date Vendor: 1448 - Arch Engraving Inc. 03/23/2016	619477	Wall mounting display case - Officer Recognition	Wall mounting display case - Officer Recognition	Field Supplies	10-440-4220	02/26/2016		400.00
Vendor: 0022 - Arco Lawn Equipment, Inc. 03/23/2016	167467	(2)Carburetor Gasket, (2) Insulator Gasket,Air Filt	(2)Carburetor Gasket, (2) Insulator Gasket,Air Filt	Equipment - Maintenance &	10-460-4290	03/04/2016	Vendor 1448 - Arch Engraving Inc. Total:	400.00
Vendor: 2184 - Baldwin/Priesmeyer 03/23/2016	104071	Replacement parts - West entr. marker flagpole	Replacement parts - West entr. marker flagpole	Building - Maintenance & Re	10-470-4295	03/03/2016	Vendor:0022 - Arco Lawn Equipment, Inc. Total:	21.95
Vendor: 1125 - Bass Company, LLC 03/23/2016	100484	Park & Pool Forms	(550) Season Pass Application forms	Office Supplies	10-450-4215	03/01/2016	Vendor 2184 - Baldwin/Priesmeyer Total:	124.00
03/23/2016	100484	Park & Pool Forms	(600) Swim Lesson Reg. For	Office Supplies	10-450-4215	03/01/2016		107.50
03/23/2016	100484	Park & Pool Forms	(500)Resident ID Forms	Office Supplies	10-450-4215	03/01/2016		112.75
03/23/2016	100484	Park & Pool Forms	(350) Park Program Forms	Office Supplies	10-460-4215	03/01/2016		97.75
Vendor: 2156 - BeneFlex HR Resources, Inc. 03/23/2016	95668	Benny Card & HRA Fees - March	Benny Card & HRA Fees - March	Professional Fees	10-430-4165	03/15/2016	Vendor 1125 - Bass Company, LLC Total:	400.50
Vendor: 0052 - Bob's Heating & Cooling Co. 03/23/2016	24113	Annual A/C Units Serviced - City Hall/Pub Wks.	Annual A/C Units Serviced - City Hall/Pub Wks.	Building - Maintenance & Re	10-470-4295	03/15/2016	Vendor 2156 - BeneFlex HR Resources, Inc. Total:	511.15
Vendor: 0073 - City Lighting Products 03/23/2016	5905856	(2) Repl. LED Lamps - Manchester Rd. lights	(2) Repl. LED Lamps - Manchester Rd. lights	Streets - Maintenance & Rep	10-470-4310	02/29/2016	Vendor 0052 - Bob's Heating & Cooling Co. Total:	315.00
Vendor: 0034 - City of Ballwin 03/23/2016	March '16 Dispatching	Dispatching Contract Pmt. - March	Dispatching Contract Pmt. - March	Dispatching Contract	10-440-4330	03/22/2016	Vendor 0073 - City Lighting Products Total:	315.00
Vendor: 1019 - City of Ellisville 03/23/2016	Egg Hunt Proceeds	Ellisville's portion of Egg Hunt Proceeds	Ellisville's portion of Egg Hunt Proceeds	Program Supplies	10-460-4210	03/23/2016	Vendor 0034 - City of Ballwin Total:	290.92
Vendor: 1902 - Commerce Bank - Commercial Cards 03/23/2016	0000-0220-0202-3/11/16	Credit Card Chgs. - Feb.	Ring Central Fee - February	Equipment Rental	10-425-4280	03/11/2016	Vendor 1019 - City of Ellisville Total:	11,842.58
								322.35
								322.35
								101.87

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/20/2016 - 3/26/2016	
							Amount	
03/23/2016	0000-0220-0202-3/11/16	Credit Card Chgs. - Feb.	Staff Cop Std - Software utility purchase	Small Tools & Equipment	10-425-4320	03/11/2016	43.43	
03/23/2016	0000-0220-0202-3/11/16	Credit Card Chgs. - Feb.	Dell - (5) OptiPlex 390 4GB RAM 250GB HDD Computer	Expendable Equipment	10-425-6100	03/11/2016	897.39	
03/23/2016	0000-0220-0202-3/11/16	Credit Card Chgs. - Feb.	Amazon.com - Patrol Recharge - Flashlight batterie	Field Supplies	10-440-4220	03/11/2016	94.95	
03/23/2016	0000-0220-0202-3/11/16	Credit Card Chgs. - Feb.	Amazon.com - Patrol flashlight bulb module	Field Supplies	10-440-4220	03/11/2016	16.18	
03/23/2016	0000-0220-0202-3/11/16	Credit Card Chgs. - Feb.	Amazon.com-(4)Patrol Flashlight Switch Module	Field Supplies	10-440-4220	03/11/2016	55.12	
03/23/2016	0000-0220-0202-3/11/16	Credit Card Chgs. - Feb.	Amazon.com-(5)Patrol Flashlight Repl. Lens	Field Supplies	10-440-4220	03/11/2016	24.65	
Vendor: 2093 - Commerce Bank - Commercial Cards							Vendor 1902 - Commerce Bank - Commercial Cards Total:	1,233.59
03/23/2016	0000-0220-0210 - 3/11/16	Credit Card Chgs - Feb/Mar.	Krispy Kreme - Donuts for EGG staffers	Public Relations	10-460-4170	03/11/2016	16.98	
03/23/2016	0000-0220-0210 - 3/11/16	Credit Card Chgs - Feb/Mar.	Constant Contact Fee - February	Public Relations	10-460-4170	03/11/2016	40.00	
03/23/2016	0000-0220-0210 - 3/11/16	Credit Card Chgs - Feb/Mar.	Holiday Inn-Columbia - MPRA Conf.-E. Collins	Travel/Meetings	10-460-4175	03/11/2016	287.81	
03/23/2016	0000-0220-0210 - 3/11/16	Credit Card Chgs - Feb/Mar.	Holiday Inn-Columbia-MPRA Conf. - S. Hardesty	Travel/Meetings	10-460-4175	03/11/2016	269.08	
Vendor: 2336 - Commerce Bank - Commercial Cards							Vendor 2093 - Commerce Bank - Commercial Cards Total:	613.87
03/23/2016	0000-0248-3642 - 3/11/16	Credit Card Chgs - Feb/Mar.	GFOA Spring Conf. Regis.- C. Sweeney,D.Tuberty	Travel/Meetings	10-430-4175	03/11/2016	250.00	
03/23/2016	0000-0248-3642 - 3/11/16	Credit Card Chgs - Feb/Mar.	Lunch w/Auditor's - Dave,Chris,Eric,Mollie,Krista	Business Lunch/Dinner	10-430-4180	03/11/2016	98.76	
03/23/2016	0000-0248-3642 - 3/11/16	Credit Card Chgs - Feb/Mar.	USPS - Postage for mailing 1099's & W-2's	Postage	10-430-4265	03/11/2016	8.37	
Vendor: 2600 - Commerce Bank - Commercial Cards							Vendor 2336 - Commerce Bank - Commercial Cards Total:	357.13
03/23/2016	0000-0886-5263-3/11/16	Credit Card Chgs - Feb/Mar.	Stamps.com fee - February	Equipment Rental	10-425-4280	03/11/2016	24.99	
03/23/2016	0000-0886-5263-3/11/16	Credit Card Chgs - Feb/Mar.	1 night Room Reserved- MACA Conf - 5/22/16	Travel/Meetings	10-480-4175	03/11/2016	97.85	
Vendor: 2601 - Commerce Bank - Commercial Cards							Vendor 2600 - Commerce Bank - Commercial Cards Total:	122.84
03/23/2016	0000-0886-5230-3/11/16	Credit Card Chgs - Feb.	USPS - Media Mail - 2/22/16	Postage	10-420-4265	03/11/2016	3.72	
03/23/2016	0000-0886-5230-3/11/16	Credit Card Chgs - Feb.	Utrecht Art Supplies - (2) Push L-Pins 100 Pk	Program Supplies	85-485-4210	03/11/2016	40.70	
Vendor: 2285 - Commerce Bank Commercial Card							Vendor 2601 - Commerce Bank - Commercial Cards Total:	44.42
03/23/2016	0000-0237-2688 - 3/11/16	Credit Card Chgs - Feb/Mar.	Red Wing Shoe Store - Safety Shoes - B. Ruck	Uniforms & Equipment	10-470-4160	03/11/2016	130.00	

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/20/2016 - 3/26/2016	Amount
	03/23/2016	0000-0237-2688 - 3/11/16	Credit Card Chgs - Feb/Mar.	APWA Spring Conf. Registration - R. Ruck	Travel/Meetings	10-470-4175	03/11/2016		175.00
	03/23/2016	0000-0237-2688 - 3/11/16	Credit Card Chgs - Feb/Mar.	APWA Lunch/Mtg - Feb.25th - R. Ruck	Business Lunch/Dinner	10-470-4180	03/11/2016		20.00
	03/23/2016	0000-0237-2688 - 3/11/16	Credit Card Chgs - Feb/Mar.	Amazon.com - Cables for TV at City Hall Admin.	Machinery and Equipment	50-470-6410	03/11/2016		18.84
	03/23/2016	0000-0237-2688 - 3/11/16	Credit Card Chgs - Feb/Mar.	Best Buy - TV for City Hall Admin. Area	Machinery and Equipment	50-470-6410	03/11/2016		199.99
Vendor: 0094 - Dale Sign Service	03/23/2016	126372	2'x3' Alum. composite Sign - "Performance Series"	2'x3' Alum. composite Sign - "Performance Series"	Program Supplies	85-485-4210	03/16/2016	Vendor 2285 - Commerce Bank Commercial Card Total:	543.83
Vendor: 2357 - Employee Exp. Reimb.	03/23/2016	R. Baker Conf. Reimb	Reimb to R. Baker - Meals at MOCCFOA Conf.3/6-10/16	Reimb to R. Baker - Meals at MOCCFOA Conf.3/6-10/16	Travel/Meetings	10-420-4175	03/22/2016	Vendor 0094 - Dale Sign Service Total:	58.00
Vendor: 2198 - Fire Walker, dba Walker Enterprise, Inc.	03/23/2016	111791	Recharge ABC#5, Extinguisher O-ring, SCV Coll	Recharge ABC#5, Extinguisher O-ring, SCV Coll	Building - Maintenance & Re	10-470-4295	02/29/2016	Vendor 2357 - Employee Exp. Reimb. Total:	88.38
Vendor: 0699 - Florissant Psychological Services	03/23/2016	Pre-Empl. - M. Berges	Pre-employment testing - M. Berges	Pre-employment testing - M. Berges	Recruitment/Employment	10-420-4157	03/08/2016	Vendor 2198 - Fire Walker, dba Walker Enterprise, Inc. Total:	15.00
Vendor: 0340 - Fred Weber, Inc.	03/23/2016	532868	(6.0) Tons COML HMA Aspha	(6.0) Tons COML HMA Aspha	Streets - Maintenance & Rep	10-470-4310	03/02/2016	Vendor 0699 - Florissant Psychological Services Total:	250.00
Vendor: 2178 - GovDeals	03/23/2016	1993-022016	Fee for sales on GovDeals	Fee for sale of Hay Bales on GovDeals	Miscellaneous Park	10-561-5620	02/29/2016	Vendor 0340 - Fred Weber, Inc. Total:	390.00
	03/23/2016	1993-022016	Fee for sales on GovDeals	Fee for sale of Dias& Chairs on GovDeals	Miscellaneous	10-570-5750	02/29/2016		5.00
Vendor: 0890 - Gulf States Distributors	03/23/2016	1238911-IN	Training Ammo	Hornady 83276 duty ammo	Field Supplies	10-440-4220	03/10/2016	Vendor 2178 - GovDeals Total:	10.00
Vendor: 0421 - Home Depot Credit Services	03/23/2016	0014275	16 Gall Wet/Dry Vac	16 Gall Wet/Dry Vac	Small Tools & Equipment	10-470-4320	02/18/2016	Vendor 0890 - Gulf States Distributors Total:	387.00
	03/23/2016	1010148	(11)Door pull handles for vehicle storage boxes	(11)Door pull handles for vehicle storage boxes	Equipment - Maintenance &	10-470-4290	03/08/2016		39.88
	03/23/2016	2010042	24" Pushbroom	24" Pushbroom	Building - Maintenance & Re	10-470-4295	03/07/2016		51.64

Board Approval Report		Payment Dates: 3/20/2016 - 3/26/2016				
Payment Date	Payable Number	Description (Payable)	Account Name	Account Number	Post Date	Amount
03/23/2016	2014730	3 pc Wood chisel set, 2 1/8" Carb. Hole Saw w/mand	Small Tools & Equipment	10-470-4320	02/26/2016	18.66
03/23/2016	2134679	(2) Keys for City Hall	Building - Maintenance & Re	10-470-4295	02/26/2016	3.74
03/23/2016	2162844	Basement Server Rm door	Building - Maintenance & Re	10-470-4295	02/26/2016	12.97
03/23/2016	6072935	Sngl Cyl. Deadbolt - City Hall	Building - Maintenance & Re	10-470-4295	02/22/2016	7.74
03/23/2016	7024413	Semi-gloss/Fit Wht. Touch-up Paint - City Hall	Building - Maintenance & Re	10-470-4295	03/02/2016	50.97
		(2) 4' LED ceiling tube lamps, Flood lamp				
Vendor: 2303 - Ideal Landscape Construction, Inc.						
03/23/2016	Application #6	2015 Channel B -Century Oaks - Feb.	Storm Water Projects	60-470-6510	03/16/2016	92,832.53
03/23/2016	Application #6	2015 Channel B -Century Oaks - Feb.	Storm Water Projects	60-470-6510	03/16/2016	3,670.00
Vendor: 1875 - International Institute of Municipal Clerks R. Baker Registration-2016						
03/23/2016		Registration for Int'l Inst.Muni. Clerks -R. Baker	Travel/Meetings	10-420-4175	03/22/2016	550.00
Vendor: 0803 - J. M. Marschuetz Construction Co.						
03/23/2016	0007610-IN	2016 Concrete Street Slab Replacement Project	Concrete Street Replacemen	50-470-6310	03/18/2016	98,562.39
Vendor: 0903 - K & K Supply						
03/23/2016	539268	(4) Rubber Washers	Equipment - Maintenance &	10-460-4290	02/26/2016	39.04
Vendor: 0733 - Knapheide Truck Equipment Center						
03/23/2016	SLS43591	Snow plow Lift cylinder for freightliner trucks	Equipment - Maintenance &	10-470-4290	03/01/2016	500.19
03/23/2016	SLS43632	Hydraulic system oil filter element - Truck 155	Vehicle - Maintenance & Rep	10-470-4285	03/04/2016	15.48
Vendor: 1763 - Konica Minolta Business Solutions USA, Inc.						
03/23/2016	9002196436	Qtrly Copier Maint.- Pub Wks. -11/28/15-2/28/16	Equipment Rental	10-425-4280	02/27/2016	110.85
Vendor: 1275 - LeadsOnline, LLC						
03/23/2016	235539	Annual TotalTrack Service Pkg - 5/1/16-4/30/17	Dues & Subscriptions	10-440-4260	03/01/2016	792.00
Vendor 1275 - LeadsOnline, LLC Total: 792.00						
Vendor 0421 - Home Depot Credit Services Total: 201.58						
Vendor 2303 - Ideal Landscape Construction, Inc. Total: 96,502.53						
Vendor 1875 - International Institute of Municipal Clerks Total: 550.00						
Vendor 0803 - J. M. Marschuetz Construction Co. Total: 98,562.39						
Vendor 0903 - K & K Supply Total: 39.04						
Vendor 0733 - Knapheide Truck Equipment Center Total: 515.67						
Vendor 1763 - Konica Minolta Business Solutions USA, Inc. Total: 110.85						
Vendor 1275 - LeadsOnline, LLC Total: 792.00						

Agenda Item 79

Board Approval Report			Payment Dates: 3/20/2016 - 3/26/2016				
Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
Vendor: 0183 - Leon Uniform							
03/23/2016	368500-02	SP+2LE Vision w/Thor STP+2 Navy Vest	SP+2LE Vision w/Thor STP+2 Navy Vest-Cockrell	Uniforms & Equipment	10-440-4160	02/29/2016	675.00
03/23/2016	373343	Duty boots, alum. hand cuff key - J. Banas	Duty boots, alum. hand cuff key - J. Banas	Uniforms & Equipment	10-440-4160	02/24/2016	127.99
03/23/2016	373670	(2) Pr Mens Enforcer Hi-gloss Oxford - Lancey	(2) Pr Mens Enforcer Hi-gloss Oxford - Lancey	Uniforms & Equipment	10-440-4160	02/29/2016	125.00
03/23/2016	373784	(2) Pr Wmms Trousers - L. Lewis	(2) Pr Wmms Trousers - L. Lewis	Uniforms & Equipment	10-440-4160	03/01/2016	197.98
03/23/2016	373879	1 pr. Mens Trousers - J. Gibbs	1 pr. Mens Trousers - J. Gibbs	Uniforms & Equipment	10-440-4160	03/02/2016	85.99
03/23/2016	374021	Duty boots - D. Rehm	Duty boots - D. Rehm	Uniforms & Equipment	10-440-4160	03/03/2016	110.69
Vendor: 0183 - Leon Uniform							1,322.65
03/23/2016	Retainer - March 2016	March Retainer - Prosecutor	March Retainer - Prosecutor	Professional Fees	10-480-4165	03/22/2016	1,800.00
Vendor: 1087 - Menards							1,800.00
03/23/2016	57233 - Acct.#33100259	(110) 2x2x36" Sq. end green wood pickets	(110) 2x2x36" Sq. end green wood pickets	Parks-Maintenance & Repair	10-460-4312	03/01/2016	95.70
03/23/2016	57318	120W Flood lamps for City Hall meeting room	120W Flood lamps for City Hall meeting room	Building - Maintenance & Re	10-470-4295	03/02/2016	19.99
03/23/2016	57367 - #33100259	(2) 120W Flood lamps - City hall meeting room	(2) 120W Flood lamps - City hall meeting room	Building - Maintenance & Re	10-470-4295	03/03/2016	39.96
Vendor: 1137 - Mercy Corporate Health							155.65
03/23/2016	312804	Pre-Employment testing - M. Berges	Pre-Employment testing - M. Berges	Recruitment/Employment	10-420-4157	03/01/2016	351.00
Vendor: 1279 - Michael P. Gunn							351.00
03/23/2016	Retainer - March 2016	March Retainer - Judge	March Retainer - Judge	Professional Fees	10-480-4165	03/22/2016	1,800.00
Vendor: 2192 - Missouri Department of Revenue							1,800.00
03/23/2016	49263	Monthly Sales Tax Report - February	Monthly Sales Tax Report - February	Professional Fees	30-475-4165	03/11/2016	35.00
Vendor: 2540 - NAPA Auto Parts							35.00
03/23/2016	141451	Battery - Car 400	Battery - Car 400	Vehicle - Maintenance & Rep	10-470-4285	02/26/2016	63.99
Vendor: 0643 - NuWay Concrete Forms, Inc.							63.99
03/23/2016	912353	(2) 2016, (2) 2017 Concrete Date Stamps	(2) 2016, (2) 2017 Concrete Date Stamps	Concrete Street Replacemen	50-470-6310	02/29/2016	92.25
Vendor: 0643 - NuWay Concrete Forms, Inc. Total:							92.25

Board Approval Report	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/20/2016 - 3/26/2016
Payment Date	March '16 Reimb.	Petty Cash Reimb. - March	Dollar Stop - Bingo Prizes for Family Bingo	Program Supplies	10-460-4210	03/23/2016	Amount
03/23/2016	March '16 Reimb.	Petty Cash Reimb. - March	Office Depot - Roll of tickets Five Below - Pirzes, Candy - Teen Egg Hunt	Program Supplies	10-460-4210	03/23/2016	31.00
03/23/2016	March '16 Reimb.	Petty Cash Reimb. - March	Refund from vending machin VFW - Soda For Homecoming Mtg - 3/9/16	Miscellaneous Business Lunch/Dinner	10-460-4325 65-465-4180	03/23/2016	9.99
03/23/2016	March '16 Reimb.	Petty Cash Reimb. - March				03/23/2016	79.80
							1.00
							5.00
Vendor: 2179 - Republic Services - #346							135.65
03/23/2016	0346-017943181	Trash services for month of March	Trash services for month of March	Waste Management Progra	10-470-4360	03/15/2016	106,923.06
Vendor: 0291 - Simpson Construction Material, LLC							106,923.06
03/23/2016	6227130	(8.07) Tons COMM Hot Mix Asphalt	(8.07) Tons COMM Hot Mix Asphalt	Streets - Maintenance & Rep	10-470-4310	02/29/2016	468.06
Vendor: 2038 - Southern Computer Warehouse							468.06
03/23/2016	IN-000324534	Modem Cables for Police Dept.	Tripp Lite 18" USB Univ. Rev. Cable Right	Small Tools & Equipment	10-425-4320	02/29/2016	32.56
03/23/2016	IN-000324534	Modem Cables for Police Dept.	Tripp Lite 1' DMS59 to 2 HD15 VGA Fem Splitter	Small Tools & Equipment	10-425-4320	02/29/2016	50.79
03/23/2016	IN-000324534	Modem Cables for Police Dept.	Cables to Go 1m USB 2.0 Male to female ext.	Small Tools & Equipment	10-425-4320	02/29/2016	27.80
03/23/2016	IN-000324534	Modem Cables for Police Dept.	Tripp Lite 1' DMS 59 to 2 DVI I Cable	Small Tools & Equipment	10-425-4320	02/29/2016	37.60
Vendor: 1201 - St. Louis Safety, Inc.							148.75
03/23/2016	552200	(24)Pr Smk mirror glasses, (12)Org PVC Therm.Glove	(24)Pr Smoke mirror glasses, Knit wrist org.glove	Field Supplies	10-470-4220	02/26/2016	130.20
Vendor: 2411 - Staples Advantage							130.20
03/23/2016	8038234086	Office Supplies - February	(3) Cases Copy Paper	Office Supplies	10-440-4215	02/27/2016	101.97
03/23/2016	8038234086	Office Supplies - February	Pk #2 Pencils, Note seal gold labels, Label Tape	Office Supplies	10-440-4215	02/27/2016	12.94
03/23/2016	8038234086	Office Supplies - February	(7) 1" Binder,Box-Top tab w/Pocket Folder	Office Supplies	10-440-4215	02/27/2016	45.77
03/23/2016	8038234086	Office Supplies - February	Scotch Tape, (2) Dz Pens, AA Batteries	Office Supplies	10-440-4215	02/27/2016	17.08
03/23/2016	8038234086	Office Supplies - February	HP 80A Blk Toner, (12) 8.5x11 Pads, Paper Clips	Office Supplies	10-440-4215	02/27/2016	90.58
Vendor 2411 - Staples Advantage Total:							268.34

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/20/2016 - 3/26/2016	Amount	
Vendor: 2784 - Temporary Construction Easement Administrative Settlement 03/23/2016	P. Waldman - Parcel#6	Temp. Constr. Easement Adm. Settlement - 328 Henry	Temp. Constr. Easement Adm. Settlement - 328 Henry	Concrete Street Replacemen	50-470-6310	03/22/2016		2,860.00	
Vendor: 0324 - Terrafil Incorporated 03/23/2016	0000008410	(4) Loads Sewer lat. excavation mat. to Landfill	(4) Loads Sewer lat. excavation material to landfill	Vendor 2784 - Temporary Construction Easement Administrative Settlement Total:					2,860.00
03/23/2016	0000008452	(2) Loads Pavement millings to Landfill	(2) Loads Pavement millings to Landfill	Capital Improvement	70-470-4500	03/02/2016		192.00	
Vendor: 1307 - The Pointe at Ballwin Commons 03/23/2016	Egg Hunt Proceeds	City of Ballwin Egg Hunt Proceeds	City of Ballwin Egg Hunt Proceeds	Streets - Maintenance & Rep	10-470-4310	03/04/2016		96.00	
Vendor: 2761 - Tom Kaplan - Piano Technician 03/23/2016	151	Piano tuning - City Hall	Piano tuning - City Hall	Program Supplies	10-460-4210	03/23/2016		194.86	
Vendor: 0310 - Treasurer, St. Louis County 03/23/2016	T03061600094006	(1) House inspection, (1) Apt. Inspection	(1) House inspection, (1) Apt. Inspection	Miscellaneous	85-485-4325	03/01/2016		95.00	
Vendor: 0973 - Universal, Inc. 03/23/2016	03160039	Drum of Weed Em Out - vegetaion killer	Drum of Weed Em Out - vegetaion killer	Professional Fees	10-475-4165	03/06/2016		170.50	
					Vendor 0310 - Treasurer, St. Louis County Total:			170.50	
					Vendor 1307 - The Pointe at Ballwin Commons Total:			194.86	
					Vendor 2761 - Tom Kaplan - Piano Technician Total:			95.00	
					Vendor 0973 - Universal, Inc. Total:			1,867.88	
					Grand Total:			345,746.19	



Manchester, MO

Board Approval Report By Vendor Name

Payment Dates 3/27/2016 - 4/2/2016

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
03/30/2016	310 - 2/28/16	Equip Rental & show labor - Chamber Music 2/28/16	Equip Rental & show labor - Chamber Music 2/28/16	Program Supplies	85-485-4210	03/03/2016	165.00
Vendor: 1029 - Aramark Uniform Services							
03/30/2016	452-0905746	Uniforms cleaned, Mats & Shop Towels, Mats - 3/23/16	Mats - 3/23/16	Uniforms & Equipment	10-460-4160	03/23/2016	9.50
03/30/2016	452-0905746	Uniforms cleaned, Mats & Shop Towels, Mats - 3/23/16	Uniforms cleaned - 3/23/16	Uniforms & Equipment	10-470-4160	03/23/2016	72.66
03/30/2016	452-0905746	Uniforms cleaned, Mats & Shop Towels, Mats - 3/23/16	Mats & Shop Towels - 3/23/16	Building - Maintenance & Re	10-470-4295	03/23/2016	33.95
Vendor 1029 - Aramark Uniform Services Total:							116.11
Vendor: 0047 - Barnes Care							
03/30/2016	00511501-00	Random drug testing - 3/8/16 - M. Belpulsi	Random drug testing - 3/8/16 - M. Belpulsi	Professional Fees	10-420-4165	03/10/2016	64.00
Vendor: 1299 - Belson Outdoors, Inc.							
03/30/2016	136639	(5) 36"x30" Concrete Round Planters	(5) 36"x30" Concrete Round Planters	Building & Site Improvement	60-460-6210	03/18/2016	3,719.00
Vendor 1299 - Belson Outdoors, Inc. Total:							3,719.00
Vendor: 0060 - Bussen Quarries, Inc.							
03/30/2016	191706	(61.34) Tons MSD1 Stone	(61.34) Tons MSD1 Stone - Sewer Lateral	Capital Improvement	70-470-4500	03/07/2016	582.75
Vendor 0060 - Bussen Quarries, Inc. Total:							582.75
Vendor: 2455 - Charter Communications							
03/30/2016	8345780320194701-3/17/16	Charter Spectrum TV Cable - March	Charter Spectrum TV Cable - March	Dues & Subscriptions	10-440-4260	03/17/2016	121.35
Vendor 2455 - Charter Communications Total:							121.35
Vendor: 2414 - Chuck's Boots							
03/30/2016	16-8872	(6) Pr Boots - Gibbs, Clark, Logan, Roybal, Lewis, Weis	(6) Pr Boots - Gibbs, Clark, Logan, Roybal, Lewis, Weis	Uniforms & Equipment	10-440-4160	03/07/2016	709.00
03/30/2016	16-8941	Duty boots - J. Cockrell	Duty boots - J. Cockrell	Uniforms & Equipment	10-440-4160	03/20/2016	129.99
03/30/2016	CR-16-8941 Adj.	Credit for exchanged boots - J. Cockrell	Credit for exchanged boots - J. Cockrell	Uniforms & Equipment	10-440-4160	03/20/2016	-9.99
Vendor 2414 - Chuck's Boots Total:							829.00

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/27/2016 - 4/2/2016	Amount
Vendor: 2715 - City of St. Louis								
03/30/2016	INV0000929	Earnings Tax	Earnings Tax	City payroll tax payable	10-200-2131	01/07/2016		10.54
03/30/2016	INV0000948	Earnings Tax	Earnings Tax	City payroll tax payable	10-200-2131	01/21/2016		11.33
03/30/2016	INV0000965	Earnings Tax	Earnings Tax	City payroll tax payable	10-200-2131	02/04/2016		12.23
03/30/2016	INV0000981	Earnings Tax	Earnings Tax	City payroll tax payable	10-200-2131	02/18/2016		10.84
03/30/2016	INV0000998	Earnings Tax	Earnings Tax	City payroll tax payable	10-200-2131	03/03/2016		11.10
03/30/2016	INV0001015	Earnings Tax	Earnings Tax	City payroll tax payable	10-200-2131	03/17/2016		10.96
03/30/2016	INV0001029	Earnings Tax	Earnings Tax	City payroll tax payable	10-200-2131	03/31/2016		12.42
Vendor: 1688 - CK Power Products Corp.							Vendor 2715 - City of St. Louis Total:	79.42
03/30/2016	SVI035798	Service & Parts - Pub. Wks. Kohler Generator	Service & Parts - Pub. Wks. Kohler Generator	Building - Maintenance & Re	10-470-4295	03/09/2016		664.08
Vendor: 1970 - Copying Concepts								
03/30/2016	1124773	Police Copier lease - 3/12-4/11/16	Police Copier lease - 3/12-4/11/16	Equipment Rental	10-425-4280	03/15/2016		72.00
Vendor: 2673 - D. Flynn Plumbing							Vendor 1970 - Copying Concepts Total:	72.00
03/30/2016	2150	Replace temperature & pressure valve	Replace temperature & pressure valve	Building - Maintenance & Re	10-450-4295	03/10/2016		124.60
Vendor: 2074 - David Willson								
03/30/2016	March Mileage - 2016	Mileage Reimb - March Muni. League Mtg	Mileage Reimb - March Muni. League Mtg	Mileage	10-410-4176	03/28/2016		31.54
Vendor: 0113 - Erb Equipment Company, Inc.							Vendor 2673 - D. Flynn Plumbing Total:	124.60
03/30/2016	130305	Fuel Filter - John Deere 1445 Mower	Fuel Filter - John Deere 1445 Mower	Equipment - Maintenance &	10-470-4290	03/09/2016		11.27
Vendor: 0122 - Froesel Oil Co.							Vendor 2074 - David Willson Total:	31.54
03/30/2016	000259281	Bulk Diesel Fuel Purchase - 1200 Gal.	Bulk Diesel Fuel Purchases	Gas & Oil	10-470-4315	03/23/2016		1,824.95
Vendor: 0926 - Greenscape Gardens							Vendor 0122 - Froesel Oil Co. Total:	1,824.95
03/30/2016	302407	Annual Flat, Pottix mix 2 cu ft	Annual Flat, Pottix mix 2 cu ft	Parks-Maintenance & Repair	10-460-4312	03/15/2016		34.18
Vendor: 2454 - Guardian - Appleton							Vendor 0926 - Greenscape Gardens Total:	34.18
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	10-420-4140	04/01/2016		395.60
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April LTD Premium	Disability Insurance	10-420-4150	04/01/2016		70.70
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	10-425-4140	04/01/2016		58.61
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April TD Premium	Disability Insurance	10-425-4150	04/01/2016		4.74
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	10-430-4140	04/01/2016		161.16

Agenda Item 7a

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Amount
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April LTD Premium	Disability Insurance	10-430-4150	04/01/2016	37.89
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	10-440-4140	04/01/2016	3,648.28
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April LTD Premium	Disability Insurance	10-440-4150	04/01/2016	636.67
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	10-460-4140	04/01/2016	783.07
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April LTD Premium	Disability Insurance	10-460-4150	04/01/2016	143.63
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	10-470-4140	04/01/2016	1,318.62
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April LTD Premium	Disability Insurance	10-470-4150	04/01/2016	200.72
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	10-475-4140	04/01/2016	351.66
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April LTD Premium	Disability Insurance	10-475-4150	04/01/2016	51.39
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	10-480-4140	04/01/2016	293.05
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April LTD Premium	Disability Insurance	10-480-4150	04/01/2016	33.52
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April Dental Premium	Dental Insurance	70-470-4140	04/01/2016	43.94
04/01/2016	00-468234- April 2016 Premi	April Dental & LTD Premium	April LTD Premium	Disability Insurance	70-470-4150	04/01/2016	9.53
Vendor: 1031 - Horner & Shiffrin, Inc.							8,242.78
03/30/2016	12 - 2/15/16	LPA Consultant Serv,PE	LPA Consultant Services - Henry Ave Project	Concrete Street Replacemen	50-470-6310	03/01/2016	1,704.91
03/30/2016	13	LPA Consultant Serv-	LPA Consultant Serv- Henry Ave Project	Concrete Street Replacemen	50-470-6310	03/10/2016	1,736.97
03/30/2016	50359 - 2/25/16	PE2/29/16 - Henry Ave Projec	PE2/29/16 - Henry Ave Projec	Professional Fees	10-420-4165	03/01/2016	4,638.10
03/30/2016	50359 - 2/25/16	Engineering Services - PE	Engineering Services - PE	Bridge Repair/Replacement	50-470-6160	03/01/2016	2,042.00
03/30/2016	50359 - 2/25/16	1/31/16	1/31/16	Professional Fees	10-420-4165	03/01/2016	3,649.35
03/30/2016	50359 - 2/25/16	Engineering Services - PE	Eng.Services - PE 1/31/16 - Howard George TIP App.	Bridge Repair/Replacement	50-470-6160	03/01/2016	1,800.14
03/30/2016	50359 - 2/25/16	1/31/16	1/31/16	Professional Fees	10-420-4165	03/01/2016	2,737.00
03/30/2016	50359 - 2/25/16	Engineering Services - PE	Eng.Services - PE 1/31/16- Howard George TIP App.	Concrete Street Replacemen	50-470-6310	03/01/2016	1,517.00
03/30/2016	50530	1/31/16	1/31/16	Professional Fees	10-420-4165	03/01/2016	232.00
03/30/2016	50530	2/29/16	2/29/16	Building & Site Improvement	60-460-6210	03/14/2016	
03/30/2016	50530	2/29/16	2/29/16	Bridge Repair/Replacement	50-470-6160	03/14/2016	
03/30/2016	50530	2/29/16	2/29/16	Concrete Street Replacemen	50-470-6310	03/14/2016	
03/30/2016	50530	2/29/16	2/29/16	Building & Site Improvement	60-460-6210	03/14/2016	
Vendor: 1031 - Horner & Shiffrin, Inc. Total:							20,057.47
03/30/2016	DARE - 3/14/16	(2) Hrs. DARE class - 3/14/16	(2) Hrs. DARE class - 3/14/16	Public Relations	10-440-4170	03/28/2016	44.40
Vendor: 2764 - K & K Supply							44.40
03/30/2016	10480	1 day Rental of 4" Trencher w/trailer	1 day Rental of 4" Trencher w/trailer	Equipment Rental	10-470-4280	03/07/2016	110.00
03/30/2016	10964	Bar oil reservoir fill caps - for chain saws	Bar oil reservoir fill caps - for chain saws	Equipment - Maintenance &	10-470-4290	03/09/2016	55.17

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/27/2016 - 4/2/2016	Amount
	03/30/2016	11023	Bar oil discharge nozzle - Stihl MS 193T chain saw	Bar oil discharge nozzle - Stihl MS 193T chain saw	Equipment - Maintenance &	10-470-4290	03/10/2016		4.59
Vendor: 0733 - Knapheide Truck Equipment Center									
	03/30/2016	SLS43717	Advantage control panel - Salt Spreader -Truck 120	Advantage control panel - Salt Spreader -Truck 120	Vehicle - Maintenance & Rep	10-470-4285	03/11/2016	Vendor 0903 - K & K Supply Total:	169.76
Vendor: 0174 - Laclede Gas Company									
	03/30/2016	0214411000 - 3/23/16	Service to Pub. Wks Bldg - 2/22-3/22/16	Service to Pub. Wks Bldg - 2/22-3/22/16	Gas	10-470-4240	03/23/2016	Vendor 0733 - Knapheide Truck Equipment Center Total:	867.20
	03/30/2016	2439570000 - 3/23/16	Service to City Hall - 2/22-3/22/16	Service to City Hall - 2/22-3/22/16	Gas	10-420-4240	03/23/2016		288.46
	03/30/2016	8269201000 - 3/23/16	Service to Park Maint. - 2/22-3/22/16	Service to Park Maint. - 2/22-3/22/16	Gas	10-460-4240	03/23/2016		177.47
									112.43
Vendor: 0874 - Lawson Products, Inc.									
	03/30/2016	9303865278 - 2/3/16	Flashlight bulbs, Grease cartridge, screw extract.	Ato 20 Auto Fuse	Small Tools & Equipment	10-460-4320	03/01/2016	Vendor 0174 - Laclede Gas Company Total:	578.36
	03/30/2016	9303865278 - 2/3/16	Flashlight bulbs, Grease cartridge, screw extract.	15 Amp Autofuse	Small Tools & Equipment	10-460-4320	03/01/2016		21.85
	03/30/2016	9303865278 - 2/3/16	Flashlight bulbs, Grease cartridge, screw extract.	Can Lube TMP MXXII 1 lb	Small Tools & Equipment	10-460-4320	03/01/2016		5.05
	03/30/2016	9303865278 - 2/3/16	Flashlight bulbs, Grease cartridge, screw extract.	Kryp Flashlight mini Bulb	Small Tools & Equipment	10-460-4320	03/01/2016		25.92
	03/30/2016	9303865278 - 2/3/16	Flashlight bulbs, Grease cartridge, screw extract.	Mini Flashlight bulbs	Small Tools & Equipment	10-460-4320	03/01/2016		11.40
	03/30/2016	9303865278 - 2/3/16	Flashlight bulbs, Grease cartridge, screw extract.	Extractor, Screw, No.6-No 8	Small Tools & Equipment	10-460-4320	03/01/2016		11.90
	03/30/2016	9303865278 - 2/3/16	Flashlight bulbs, Grease cartridge, screw extract.	Persist Grease 14.5 oz Cartridge	Small Tools & Equipment	10-460-4320	03/01/2016		23.38
									136.32
Vendor: 0715 - Magellan Behavioral Health									
	03/30/2016	0031142649	Prof. EAP Service - Apr-Jun.2016	Prof. EAP Service - Apr-Jun.2016	Professional Fees	10-430-4165	03/08/2016	Vendor 0874 - Lawson Products, Inc. Total:	235.82
Vendor: 2708 - Manchester Arts FOCUS 2016 Photography Exhibition Judge									
	04/01/2016	R. Allen - Judge 2016	2016 Photography Exhibition Judge	2016 Photography Exhibition Judge	Public Relations	85-485-4170	03/25/2016	Vendor 0715 - Magellan Behavioral Health Total:	472.68
Vendor: 2657 - Manchester Arts FOCUS 2016 Photography Exhibition									
	04/01/2016	M. Steinmeyer - 2016	Best of Show - 2016 Photography Exhibition	Best of Show - 2016 Photography Exhibition	Public Relations	85-485-4170	03/24/2016	Vendor 2708 - Manchester Arts FOCUS 2016 Photography Exhibition Judge Total:	200.00
	04/01/2016	L. Othman - 2016	2nd Place Ages -14-20 2016 Photography Exhibition	2nd Place Ages -14-20 2016 Photography Exhibition	Public Relations	85-485-4170	03/25/2016		175.00
									100.00

Board Approval Report			Payment Dates: 3/27/2016 - 4/2/2016		
Payment Date	Payable Number	Description (Payable)	Account Name	Post Date	Amount
04/01/2016	M. Williams - 2016	4th Place Ages 21-49 - 2016 Photography Exhibition	Public Relations	03/25/2016	75.00
Vendor: 2658 - Manchester Arts FOCUS 2016 Photography Exhibition					
04/01/2016	N. Barton - 2016	1st Place - Age 5-13 Photography Exhibition 2016	Public Relations	03/24/2016	100.00
04/01/2016	M. Donaldson - 2016	3rd Place Ages 14-20 - 2016 Photography Exhibition	Public Relations	03/25/2016	75.00
04/01/2016	J. Shetley - 2016	1st Place Ages 50+ - 2016 Photography Exhibition	Public Relations	03/25/2016	150.00
Vendor: 2659 - Manchester Arts FOCUS 2016 Photography Exhibition					
04/01/2016	R. Moreland - 2016	2nd Place - Ages 5-13 - Photography Exhibition 2016	Public Relations	03/24/2016	75.00
04/01/2016	C. Smith - 2016	4th Place Ages 14-20 - 2016 Photography Exhibition	Public Relations	03/25/2016	50.00
04/01/2016	L. Gatlin - 2016	2nd Place Ages 50+ - 2016 Photography Exhibition	Public Relations	03/25/2016	125.00
Vendor: 2660 - Manchester Arts FOCUS 2016 Photography Exhibition					
04/01/2016	N. Green - 2016	3rd Place - Ages 5-13 - Photography Exhibition 2016	Public Relations	03/24/2016	50.00
04/01/2016	A. Skinner - 2016	1st Place Ages 21-49 - 2016 Photography Exhibition	Public Relations	03/25/2016	150.00
04/01/2016	G. Bolhafner - 2016	3rd Place Ages 50+ - 2016 Photography Exhibition	Public Relations	03/25/2016	100.00
Vendor: 2661 - Manchester Arts FOCUS 2016 Photography Exhibition					
04/01/2016	M. Follmer - 2016	4th Place - Ages 5-13 - Photography Exhibition 2016	Public Relations	03/24/2016	25.00
04/01/2016	E. Yulianova - 2016	2nd Place Ages 21-49 - 2016 Photography Exhibit	Public Relations	03/25/2016	125.00
04/01/2016	J. Shetley #2 - 2016	4th Place Ages 50+ - 2016 Photography Exhibition	Public Relations	03/25/2016	75.00
Vendor: 2662 - Manchester Arts FOCUS 2016 Photography Exhibition					
04/01/2016	M. Piacentino - 2016	1st Place Ages 14-20 - Photography Exhibition 2016	Public Relations	03/24/2016	125.00
04/01/2016	K. Colombo - 2016	3rd Place Ages 21-49 - 2016 Photography Exhibition	Public Relations	03/25/2016	100.00

Board Approval Report	Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/27/2016 - 4/2/2016	Amount
	Vendor: 2791 - Manchester Arts FOCUS Photography Exhibition Judge #2		2016 Photography Exhibition Judge	2016 Photography Exhibition Judge	Public Relations	85-485-4170	03/25/2016		200.00
	Vendor: 2790 - Manchester Arts Reception Musician		Musician for 2016 Photography Exhibition	Musician for 2016 Photography Exhibition	Public Relations	85-485-4170	03/25/2016		150.00
	Vendor: 1060 - Meier Shoe Company, Inc.		Steel toe boot - S. Wolf	Steel toe boot - S. Wolf	Uniforms & Equipment	10-470-4160	03/08/2016		135.00
	Vendor: 1410 - Metropark Communications, Inc.		Phone, Cloud & Web Services -2/25-3/24/16	Phone, Cloud & Web Services -2/25-3/24/16	Telephone	10-420-4245	03/25/2016		2,253.47
	Vendor: 1445 - Missouri State Hwy. Patrol Academy		First Line Supervision School- B. Yount-5/16-20/16	First Line Supervision School- B. Yount-5/16-20/16	Training	10-440-4130	03/07/2016		450.00
	Vendor: 0306 - Municipal League of Metro St. Louis		Training - Program Econ. Dev -D. Tuberty,E. Kennett	Training - Program Econ. Dev -D. Tuberty	Training	10-430-4130	03/23/2016		10.00
	Vendor: 2792 - Negwer Door Systems		(5) M'AF Key Blanks	(5) M'AF Key Blanks	Building - Maintenance & Re	10-460-4295	03/07/2016		36.00
	Vendor: 0141 - Patrick R. Gunn		April Retainer - City Atty.	April Retainer - City Atty.	Professional Fees	10-420-4165	04/01/2016		2,775.00
	Vendor: 1878 - Petty Cash by Finance Dept.		March 2016 Reimb.	R. Baker - Notary Lic. Fee	Dues & Subscriptions	10-420-4260	03/23/2016		3.00
	Vendor: 0274 - Police Dept. Petty Cash		March '16 Reimb.	M. Melugin - Purchase investigate -Kick Ash Vapor	Miscellaneous	10-420-4325	03/23/2016		10.86
	Vendor: 1878 - Petty Cash by Finance Dept.		March '16 Reimb.	Reimb. Chief Walsh - Prof. Invest. Co.Mtg -2/17/16	Business Lunch/Dinner	10-440-4180	03/24/2016		20.00
	Vendor: 1878 - Petty Cash by Finance Dept.		March '16 Reimb.	Chief Walsh & E.Skaggs) at PIC Mtg - 3/16/16	Business Lunch/Dinner	10-440-4180	03/24/2016		40.00

Board Approval Report

Payment Date	Payable Number	Description (Payable)	Description (Item)	Account Name	Account Number	Post Date	Payment Dates: 3/27/2016 - 4/2/2016	Amount
04/01/2016	MANCH-BL-701550 -4/1/16	April Life & ADD Premium	April Life & ADD Premium	Life Insurance	10-480-4145	04/01/2016		26.38
Vendor: 1652 - Tope Plumbing, Inc.								
03/30/2016	104922	335 Glan Tai - Sewer Repair	335 Glan Tai - Sewer Repair	Capital Improvement	70-470-4500	03/20/2016		2,160.00
03/30/2016	104923	728 Rockridge - Sewer Repair	728 Rockridge - Sewer Repair	Capital Improvement	70-470-4500	03/20/2016		2,210.00
Vendor: 2177 - TOTALFUNDS BY HASLER								
03/30/2016	xxxx-xxxx-xxx9-0956-3/13/16	Postage in Meter - City Hall	Postage in Meter - City Hall	Postage	10-420-4265	03/16/2016		1,000.00
Vendor: 1112 - United HealthCare								
04/01/2016	C0040212323	April Health Premium	April Health Premium	Health Insurance	10-420-4135	04/01/2016		2,963.63
04/01/2016	C0040212323	April Health Premium	April Health Premium	Health Insurance	10-425-4135	04/01/2016		222.17
04/01/2016	C0040212323	April Health Premium	April Health Premium	Health Insurance	10-430-4135	04/01/2016		1,872.48
04/01/2016	C0040212323	April Health Premium	April Health Premium	Health Insurance	10-440-4135	04/01/2016		33,651.43
04/01/2016	C0040212323	April Health Premium	April Health Premium	Health Insurance	10-460-4135	04/01/2016		6,474.39
04/01/2016	C0040212323	April Health Premium	April Health Premium	Health Insurance	10-470-4135	04/01/2016		12,275.32
04/01/2016	C0040212323	April Health Premium	April Health Premium	Health Insurance	10-475-4135	04/01/2016		3,137.05
04/01/2016	C0040212323	April Health Premium	April Health Premium	Health Insurance	10-480-4135	04/01/2016		2,268.07
Vendor 1112 - United HealthCare Total: 63,410.11								
Grand Total:								120,142.31

INTRODUCED BY ALDERMAN BAUMANN

BILL NO. 16-2251

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.

- 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

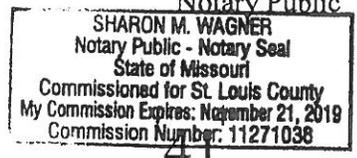
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

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**

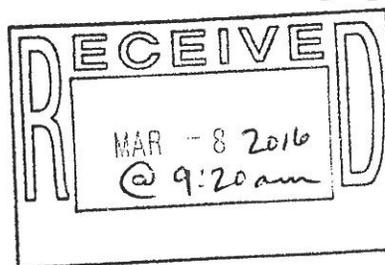
Name of Property Owner: City of Manchester, Missouri
Property Owner's telephone number: 636.227.1385
Property Owner's mailing address: 14318 Manchester Road
Manchester, Missouri 63011

<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 appoint 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 -

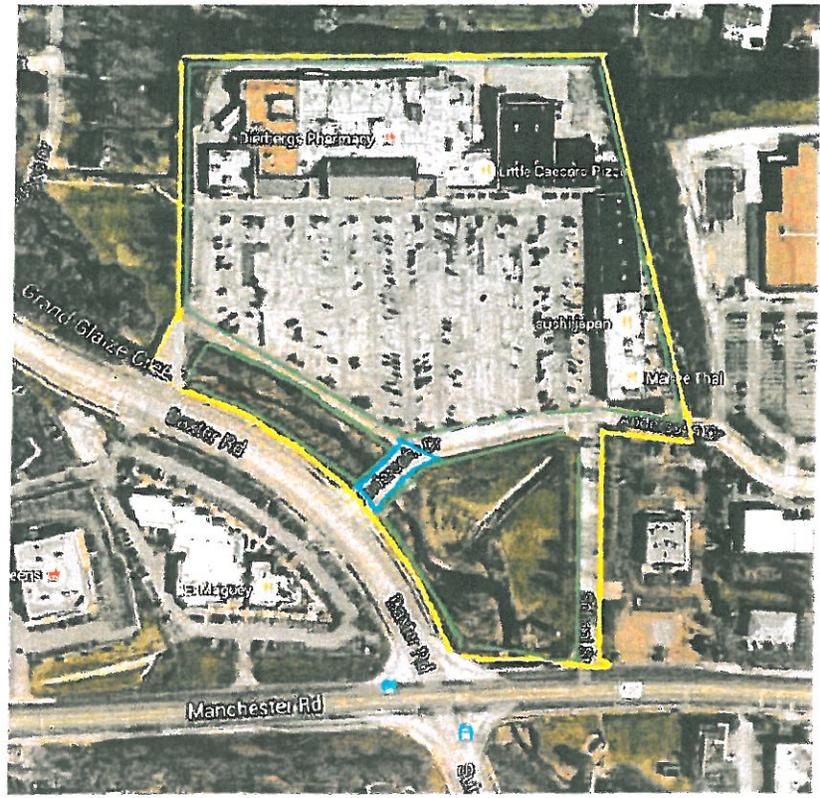
City Land

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

Agenda Item 9a

- 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*
---------------------------------------	-----------

**Subject to annual escalation based on increases in the CPI-U (Consumer Price Index for all Urban Consumers)*

Agenda Item 9a

EXHIBIT B
BLIGHT STUDY

The Lafayette Center Community Improvement District Qualifications Analysis

March 16, 2016

TABLE OF CONTENTS

SECTION/SUB-SECTION TITLE	PAGE NUMBER
INTRODUCTION.....	1
EXISTING CONDITIONS.....	2
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.

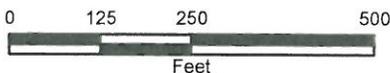
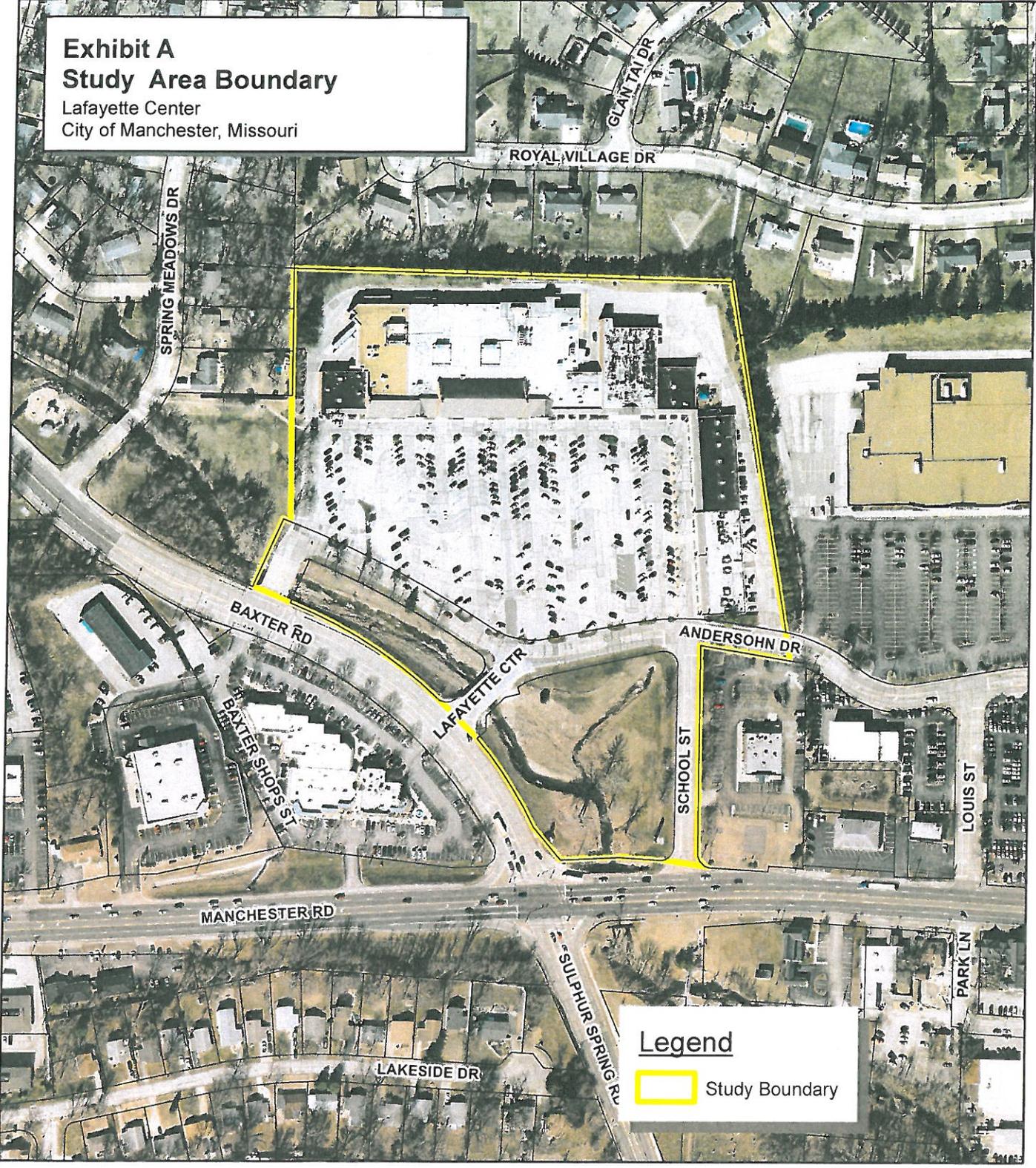
SUMMARY

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

03/16/2016

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



APPENDIX C - EXISTING CONDITIONS PHOTOS
BLIGHTING ANALYSIS - LAFAYETTE CENTER

MANCHESTER, MISSOURI

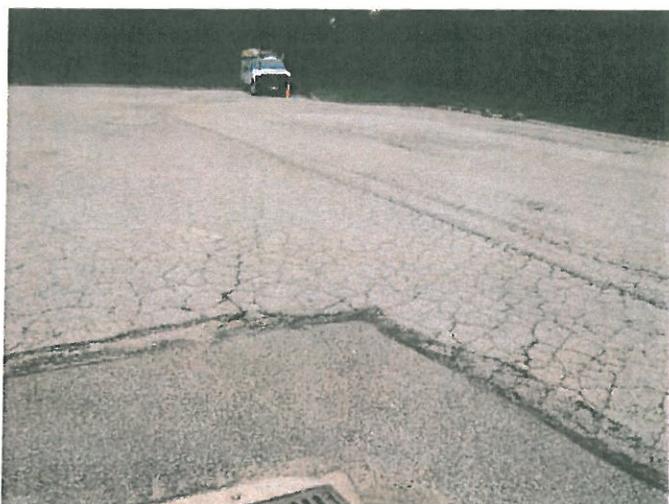
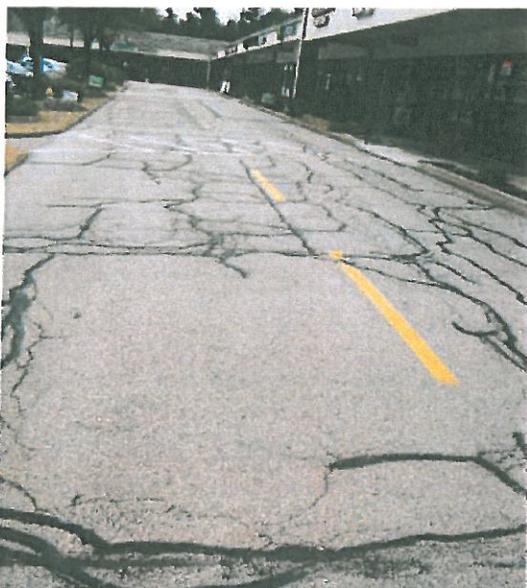
On July 14, 2014 and September 17, 2014 PGAV PLANNERS staff conducted a field review of the Study Area. The following pages contain a series of photos taken on those dates. These photos are grouped according to various factors for designation of a "Blighted area" as such term is defined in the Community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

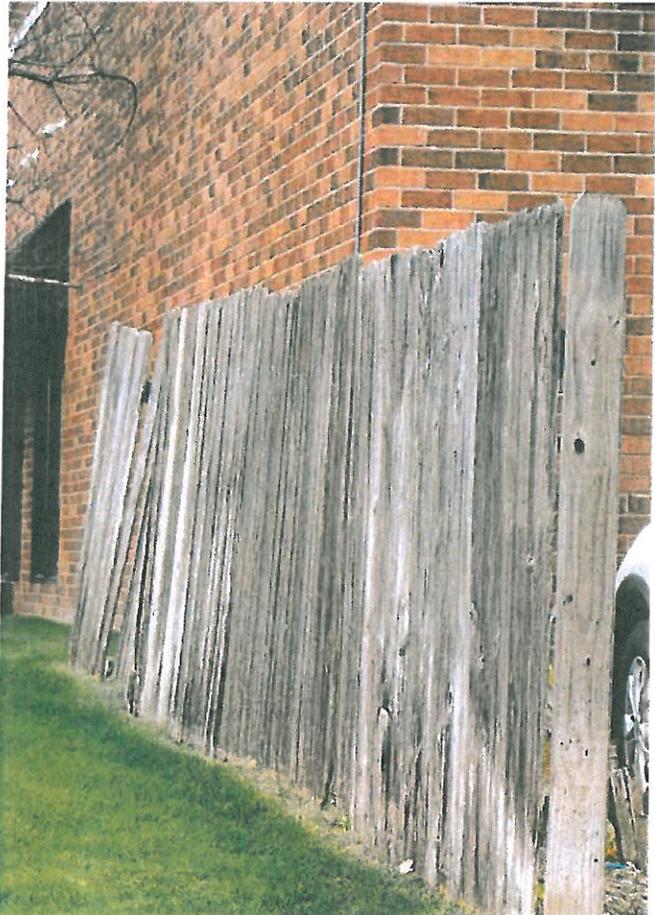
This page illustrates examples of deterioration found throughout Lafayette Center.



APPENDIX C - EXISTING CONDITIONS PHOTOS
BLIGHTING ANALYSIS - LAFAYETTE CENTER

MANCHESTER, MISSOURI

Deterioration of Site Improvements (con't)



Deterioration of Site Improvements (con't)



APPENDIX C - EXISTING CONDITIONS PHOTOS
BLIGHTING ANALYSIS - LAFAYETTE CENTER

MANCHESTER, MISSOURI

Deterioration of Site Improvements (con't)



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.





200 North Broadway, Suite 1000 • Saint Louis, Missouri 63102
1900 West 47th Place, Suite 100 • Westwood, Kansas 66205

www.pgavplanners.com
www.pgav.com

INTRODUCED BY ALDERMAN STEVENS

BILL NO. 16-2252

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

EXHIBIT A

DEVELOPMENT AGREEMENT

[On file with the Office of the City Clerk]

EXHIBIT "A"

DEVELOPMENT AGREEMENT

among the

CITY OF MANCHESTER, MISSOURI,

the

LAFAYETTE CENTER COMMUNITY IMPROVEMENT DISTRICT,

and

CAPLACO SIX, INC.

dated as of

April 4, 2016

TABLE OF CONTENTS

Page

ARTICLE 1

DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1.	Recitals and Exhibits	2
Section 1.2.	Definitions	2

ARTICLE 2

REPRESENTATIONS OF PARTIES

Section 2.1.	Representations by the District.....	7
Section 2.2.	Representations by the City.....	8
Section 2.3.	Representations by the Developer.....	8

ARTICLE 3

COLLECTION OF FUNDS

Section 3.1.	Imposition of the District Sales Tax.....	9
Section 3.2.	Administration and Collection of the District Sales Tax.....	9
Section 3.3.	Collection Fee for the District Sales Tax.....	9
Section 3.4.	Operating Costs	9
Section 3.5.	Enforcement of the District Sales Tax.....	10
Section 3.6.	Records of the District Sales Tax.....	10

ARTICLE 4

DISTRICT PROJECT

Section 4.1.	Design and Construction of District Project.....	10
Section 4.2.	Developer to Complete or Cause Completion of the Development Portion of the District Project; Relocation.....	11
Section 4.3.	Application of Prevailing Wage, Public Bidding and Other Laws.....	11
Section 4.4.	Construction Plans	11
Section 4.5.	Insurance	12
Section 4.6.	Control of Project.....	12
Section 4.7.	Maintenance of the Development.....	12
Section 4.8.	Financing the District Project.....	13
Section 4.9.	Reimbursable Project Costs	14
Section 4.10.	Certificate of Substantial Completion.....	15

ARTICLE 5

DISTRICT OBLIGATIONS

Section 5.1.	Reimbursement of Costs; Financing Through District Obligations	15
Section 5.2.	Limited Obligation.....	16
Section 5.3.	Cooperation Regarding the District Obligations	16
Section 5.4.	No Other Obligations or Uses of Revenues	16
Section 5.5.	Application and Pledge of District Sales Tax Revenues.....	16
Section 5.7.	District Obligations Terms	17
Section 5.8.	Covenant with respect to Annual Appropriation	18

ARTICLE 6

SPECIAL COVENANTS

Section 6.1. Records of the District 19
 Section 6.2. Annual Budget; Annual Financial Statements 19
 Section 6.3. Governance of the District 20
 Section 6.4. Repeal of the District Sales Tax; Dissolution of the District 21
 Section 6.5. Net Worth 21

ARTICLE 7

DEFAULTS AND REMEDIES

Section 7.1. Events of Default 22
 Section 7.2. Remedies on Default 22
 Section 7.3. Rights and Remedies Cumulative 22
 Section 7.4. Waiver of Breach 22
 Section 7.5. Excusable Delays 22

ARTICLE 8

MISCELLANEOUS

Section 8.1. Effective Date 22
 Section 8.2. Release and Indemnification 23
 Section 8.3. Immunities 24
 Section 8.4. Modification 24
 Section 8.5. Notices 24
 Section 8.6. Applicable Law and Venue 25
 Section 8.7. Validity and Severability 26
 Section 8.8. Execution of Counterparts 26
 Section 8.9. Assignment; Third Party Beneficiary 26
 Section 8.10. Survival 27
 Signatures 28

- 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 includibility 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 includibility 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:

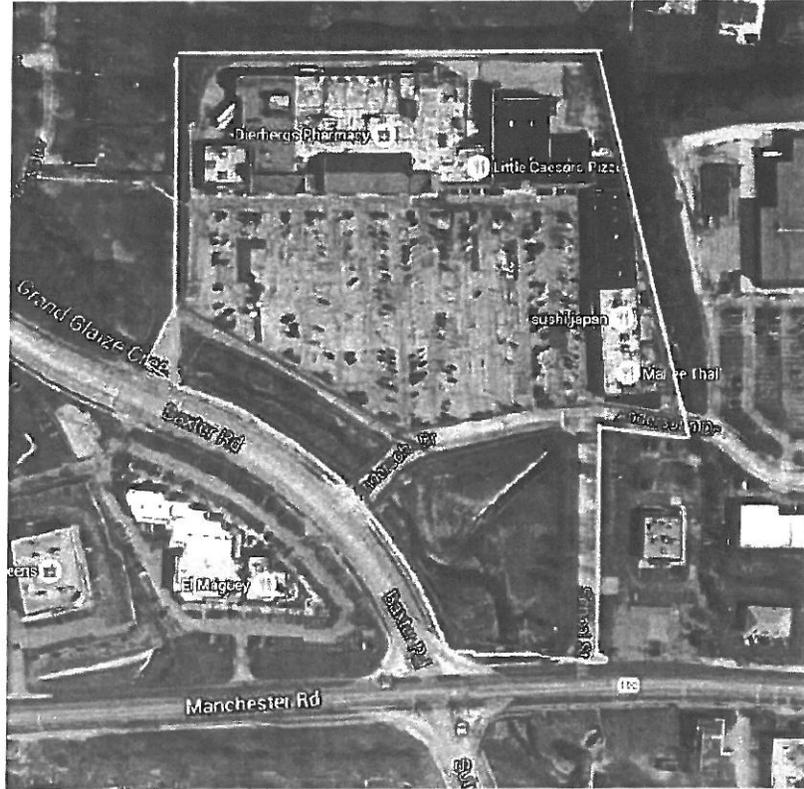
Site Preparation (grading , hauling and site prep)	\$358,705
Construction (land, retaining walls, and pavement)	966,900
Building Façade Renovation (construction improvements to building exterior, signage, lighting)	1,902,554
Infrastructure Improvements	190,637
Landscaping and Enhancements	333,143
Professional 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

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.

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