



**CITY OF VALLEY PARK  
BOARD OF ALDERMEN MEETING  
AT 7:00 P.M. ON JULY 20, 2020  
VIA VIDEO CONFERENCING (ZOOM)  
PURSUANT TO RSMO 610.015  
VALLEY PARK CITY HALL, 320 BENTON  
STREET, VALLEY PARK, MISSOURI 63088**

**\*\*\*\* AGENDA\*\*\*\***

- 1. ROLL CALL**
- 2. APPROVAL OF MINUTES**
  - a. 03-09-2020 Planning and Zoning Commission meeting minutes
  - b. 05-14-20 Legislative Committee meeting minutes
  - c. 05-21-20 Finance, Ways and Means Committee meeting minutes
  - d. 06-01-20 Board of Aldermen meeting minutes
  - e. 06-11-20 Legislative Committee meeting minutes
  - f. 06-22-20 Planning and Zoning Committee meeting minutes
  - g. 06-25-20 Finance, Ways and Means Committee meeting minutes
- 3. NEW BUSINESS**
  - a. Resolution 07-20-2020-01 – Equipment Lease
  - b. Resolution 07-20-2020-02 – Park Grant
  - c. Resolution 07-20-2020-03 – Real WC Soccer Club Contract
  - d. Resolution 07-20-2020-04 – PGAV Contract
  - e. Bill 2242 – Amending Fence Code Section 500.050
  - f. Bill 2243 – Amending Sign Code Section 515.060
  - g. Bill 2244 – Amending Conditional Use Permit Code Section 405.610
  - h. Sewer Lateral Bids for 1537 Hanna Road
  - i. Ratification of a Poll of the Board
    - i. June 30, 2020 – Real WC Soccer Club Contract
- 4. JUNE BILLS**
- 5. REPORTS**
  - a. City Attorney Report – Tim Engelmeyer
  - b. City Clerk Report – Dusty Hosna
  - c. Public Works Report – Gerald Martin
  - d. Community Development Report – Gil DeNormandie
  - e. Police Report – Lt. Francis Gomez
  - f. Mayor Report – Mayor Webster
- 6. ADJOURNMENT**

Posted on 10:03 am at 7/17/2020 by 

## Agenda Synopsis

**a. Resolution 07-20-2020-01 – Equipment Lease**

An Equipment Lease for a truck that Public Works Director purchased. The purchase was approved in the FY 2020 budget.

**b. Resolution 07-20-2020-02 – Park Grant**

A Resolution Authorizing the Parks Director to apply for the Municipal Park Grant for upgrades to the Brignole Center and playground area.

**c. Resolution 07-2020-03 – Real WC Soccer Contract**

A Resolution approving the original contract presented in Resolution 06-29-20-02. The Board agreed to approve the resolution with an added 5% increase each year. Real WC would not commit to those terms and the Board was asked via the 06-30-2020 Poll of the Board to consider the original contract as presented.

Resolution 07-2020-03 is needed to approve the contract as originally presented in accordance with the 06-30-2020 Poll of the Board.

**d. Resolution 07-20-2020-04 – PGAV Contract**

The City of Valley Park, on occasion, needs consultation and other planning services from a professional planning group. The city has been utilizing PGAV for several years. This contract would allow for these services to continue at the same rates that are billed currently.

**e. Bill 2242 – Amending Fence Code Section 500.050**

On June 4, 2020, the Board of Adjustment was presented with a variance from Sec 500.050. Part of this code states that:

*C. No application shall be accepted or permit issued unless it is shown that the fence shall conform to the following requirements:*

*1. No fence shall exceed a height of forty-eight (48) inches in residential districts except those located within the side and rear areas of a lot at such minimum distance from the side and rear lines as is established for buildings within the district so located, provided that no fence shall exceed six (6) feet in height.*

*2. Fences shall not be erected or constructed on any lot or portion thereof beyond the front building setback line, or more than six (6) inches inside and from any rear or side lot lines.*

The variance addressed a resident that wanted to leave a portion of his yard unfenced due to it being heavily wooded. The Board of Adjustment made the following motion:

*Motion to approve the variance with the stipulation that the Legislative Committee consider changes to Section 500.050 and the requirements of erecting a fence within 6 inches from the lot lines.*

- *Minutes from the June 4, 2020 Board of Adjustment meeting*

The Legislative Committee considered this request at their meeting on July 9, 2020 and the following minutes were recorded:

*Item brought to Legislative per request of Board of Adjustment for clarification. Item 2 indicates "or more than six (6) inches inside and from any rear of side lot lines. Request to add " or allowable at discretion of Building Commissioner" Motion to add clarification to ordinance by Mike White. 2nd by Jon Young. Motion passed.*

- *Minutes from the July 9, 2020 Legislative Committee*

Bill 2242 repeals in its entirety and replaces Sec. 500.050(C)(2) to include the highlighted language as seen below:

- C. *No application shall be accepted or permit issued unless it is shown that the fence shall conform to the following requirements:*
  - 1. *No fence shall exceed a height of forty-eight (48) inches in residential districts except those located within the side and rear areas of a lot at such minimum distance from the side and rear lines as is established for buildings within the district so located, provided that no fence shall exceed six (6) feet in height.*
  - 2. *Fences shall not be erected or constructed on any lot or portion thereof beyond the front building setback line, or more than six (6) inches inside and from any rear or side lot lines unless permitted at the discretion of the Building Commissioner.*

Staff has studied the proposed change and found that it is in-line with zoning and permitting processes performed by neighboring municipalities.

**f. Bill 2243 – Amending Sign Code Section 515.060**

Staff requested that the Legislative Committee discuss Section 515.060 as it related to signs that were on the public right-of-way. The code currently states the following:

- A. *The following signs and advertising devices are hereby declared to be unlawful:*

1. *Animated signs;*
2. *Any sign erected in a location prohibited by this Chapter;*
3. *Any sign erected in a public easement or right-of-way;*
4. *Any sign erected so as to prevent free ingress to or egress from any door or window, or any other exit way required by the Building or Fire Codes of the City;*
5. *Any sign attached to any public utility pole, tree, fire hydrant, curb, sidewalk or other surface located on public property;*
6. *Any sign erected in any location where, by reason of its location, it will obstruct the view of any authorized traffic sign, signal, or other traffic control device. Nor may any sign, by reason of its shape, position or color, interfere with or be confused with any authorized traffic signal, sign or device. Further, no sign shall be erected in a location where it will obstruct vision of the public right-of-way to a vehicle operator during ingress to, egress from, or while traveling on the public right-of-way;*
7. *Any on-premises sign advertising an article or product not manufactured, assembled, processed, repaired or sold or a service not rendered upon the premises upon which the sign is located; in the event an on-premises sign ceases to be an on-premises sign because a conveyance of the property on which it is located separates it from the establishment to which it refers, that sign shall become prohibited as of the effective date of the conveyance;*
8. *Any sign or advertising device such as banners and pennants affixed on poles, wires, ropes or streamers, wind-operated devices, fluttering signs, pinwheels, streamers, banners, street banners, and "A" frames or other portable signs of like nature, and other similar contraptions or techniques except that these devices may be used for a period of thirty (30) days in any twelve (12) month period by permit from the Code Enforcement Officer;*
9. *Vehicle signs, except for standard advertising or identification markings which are painted on or permanently attached to the side of a business or commercial vehicle. Such business or commercial vehicles shall not be parked in any required parking space, nor in any excess parking space adjacent to a street right-of-way;*
10. *Off-site or off-premises signs except as provided in this Chapter;*
11. *Flashing signs, however, not including signs which carry constant or moving messages which shall not grow, melt, x-ray, twinkle, snow or flash;*
12. *Portable signs, signs not permanently affixed to the ground; and*
13. *Signs which contain characters, cartoons, or contain statements, words or pictures of an obscene, indecent, prurient, or immoral character.*

The Legislative Committee discussed Section 515.060 at the July 9, 2020 meeting. The following discussion was held:

*City Clerk explained that existing ordinance did not specify not allowing signs in public right of way. Brief discussion of listing types of signs. Motion by Mike White to amend existing ordinance adding no signs to be allowed on public right of way and shall be removed by the city or police. 2nd by Jon Young. Motion passed.*

- *Minutes from July 9, 2020 Legislative Committee meeting*

Bill 2243 allows for removal of such signs by adding the following Section (B) to Sec. 515.060:

**B. Any sign in violation of sub-section A can be removed by the City of Valley Park and will be held by the Director of Public Works for a period of ten (10) days after which the sign(s) will be disposed.**

### **G. Bill 2244 – Amending the Conditional Use Permit Process Sec 405.610**

During a Conditional Use Permit process (CUP), the Planning and Zoning Commission and the Board of Aldermen have the power to, among other things, place conditions on each of these permits that are issued. The code requires that a public hearing be held before the Planning and Zoning Commission but not the Board of Aldermen. Staff, with the recommendation of the Mayor, felt that it was important to document the opinions of all interested parties and scheduled public hearings before the Board of Aldermen as well.

Staff asked the Legislative Committee and the Planning and Zoning Commission to consider changes to the Conditional Use Permit process to require public hearings at both levels so to keep in-line with current practices.

The Planning and Zoning Commission along with the Legislative Committee discussed the change briefly and unanimously voted to request that the Board of Aldermen make the change to require a public hearing during the Conditional Use Permit process before the Board of Aldermen.

Bill 2244 recommends amending a part of Sec 405.610 to include the additional highlighted language:

*Permit effective, when. Unless the Board of Aldermen exercises its power of review, or a duly filed protest is received by the City Clerk, a conditional use permit, or an amendment thereto, shall become **effective following a public hearing pursuant to Section 405.920** and the regularly scheduled meeting of the Board of Aldermen at which the report of the Planning and Zoning Commission concerning the proposed conditional use permit is received. In the event that a conditional use permit is filed in conjunction with a change of zoning, the permit shall not become effective until the date of enactment of the ordinance authorizing the zoning change. In the event that some additional approval is required by some other governmental authority or agency, the permit shall not become effective until that approval is received.*

**H. Sewer Lateral Bids for 1537 Hanna Road**

Public Works Director Gerald Martin will present bids to Board for a Sewer Lateral project at 1537 Hanna Road.

**I. Ratification of a Poll of the Board – June 30, 3030**

This is to ratify the Poll of the Board that was conducted to accept the original contract as presented at the June 29, 2020 Board of Aldermen Meeting. See section “C” above for more information.

VALLEY PARK PLANNING & ZONING COMMISSION  
Monday, March 9, 2020

**CALL TO ORDER:** Meeting called to order at 7:00pm by Chairman Mike Cyr

**ATTENDANCE:** Mike Cyr, Chairman  
Alderwoman Betty Halker  
Alderman Randy Bowen  
Rich Schmitt  
Alva Roberts  
Dave Fowler  
Mayor, Chandra Webster

**NON MEMBERS IN ATTENDANCE:**

Emily Kalla, City Attorney  
Gil DeNormandie, Building Commissioner  
Alderman Mike White  
Alderwoman Stephanie Reynolds  
Alderman Ed Walker

Pledge of Allegiance led by Chairman Mike Cyr.

**3. Approval of Minutes**

Motion to approve minutes of 2/20/20 meeting made by Alva Roberts , 2<sup>nd</sup> by Randy Bowen..  
Motion passed

**4. Public Hearing – Conditional Use Permit – 47.51 and 55 Crescent**

Public hearing opened at 7:05. Paul Boyer, architect for Valley Park Fire District described new fire house which would replace existing House #2 on Crescent Avenue. Project would include demolishing existing house on property. Property is 6.08 acres and new structure would use 4.03 of the lot. Existing fire house would remain on balance of lot.

Jeff Whitaker spoke on ADA sidewalks on Valley Park side of Crescent. None are planned per architect.

Lora Clark expressed concern about entrance to Twin Oaks Park and traffic issues there. Fire truck traffic would only enter from Crescent side and exit onto Valley School Drive.

Public hearing closed at 7:17pm.

**5. Public Hearing – Planned Development Amendment – Meramec Valley Plaza**

Public hearing opened at 7:18pm Tom Mauer, property owner and Bill Berthold, Pitzmen Surveying addressed board requesting boundary adjustment. Dusty Hosna, City Clerk., stated that this request was for an amendment to a planned development which is why it came back to P&Z for action.

No speakers. Public hearing closed at 7:22pm

6a. Site Plan Review – 900 block of Benton – Bergfeld Recreation

Charlie Bergfeld spoke on plans to use property as office and display space for playground equipment. Wants to convert house to office space. Wants to have outdoor displays allowed before buying property. Dave Fowler moved to table discussion until future plans presented to board. 2<sup>nd</sup> by Alva Roberts. Motion passed.

6b. Conditional Use Permit – Site Plan Review – 47 51 & 55 Cescent Avenue

Dave Fowler wanted more information on setbacks and location of generator and fuel tank. Also asked about site lighting on northwest side of development. Architect stated photometrics study had not been completed but assured they would meet city requirements.

Dusty Hosna advised that Board of Adjustment decision on development was contingent on approval of P&Z.

Dave Fowler moved to approve site plan. 2<sup>nd</sup> by Alva Roberts. Rich Schmitt and Randy Bowen abstained. Motion passed.

6c. Planned Development Amendment – Meramec Valley Plaza

Discussion on reasoning for request. Tom Mauer explained the reason for splitting out this property was due to flexibility with refinancing. Also stated that there would not be any dedicated parking for separate building but would have a cross access parking agreement for any future development. Rich Schmitt made motion to approve request. 2<sup>nd</sup> by Randy Bowen. Mike Cyr – no, Rich Schmitt – yes, Alva Roberts – yes, Dave Fowler – yes, Randy Bowen – yes, Betty Halker- yes. Motion passed.

Rich Schmitt made motion to adjourn. 2<sup>nd</sup> by Dave Fowler. Motion passed.

Meeting adjourned at 8:00pm.

Respectfully submitted by

Mike Cyr  
Chairman



VALLEY PARK LEGISLATIVE COMMITTEE  
320 Benton Street – Valley Park, MO 63088  
Thursday, May 14, 2020

**CALL TO ORDER:** Meeting called to order at 7:02pm by Chairman Betty Halker

**ATTENDANCE:** Chairman Betty Halker  
Alderman Jon Young  
Alderman Dave Rose  
Alderman Mike White (Came in late)

**NON MEMBERS IN ATTENDANCE:**  
Chandra Webster, Mayor  
Tim Engelmeyer, City Attorney  
Dusty Hosna, City Clerk  
Gil DeNormandie, Community Development Director  
Alderman Stephanie Reynolds  
Alderman Randy Bowen  
Alderman Tom Rauls

Pledge of allegiance led by Chairman Betty Halker

**3a: Approval of Minutes from 4/9/20 meeting.**

Motion to approve minutes of 4/9/20 meeting made by Jon Young. 2<sup>nd</sup> by Mike White. Motion passed.

**3b: Medical Marijuana Ordinance Discussion**

Mike White wished to revisit the existing ordinance 2027 regarding medical marijuana. Specifically tax revenue, number of dispensaries and locations, Dusty Hosna to confirm the tax percentage which the city would receive from businesses. Mike White made motion to send Ordinance 2027 to Planning & Zoning to work with the city planner, PGAV, to make sure the information from the original ordinance is still pertinent. 2<sup>nd</sup> by Jon Young. Motion passed.

**3c: Shared Parking Discussion**

Mike White made motion to table item until Alderman Ed Walker, who originally requested review, was present.

**3d: Excavation Permit Discussion**

Motion made by Mike White to hold item over to next meeting in order that all information would be available to committee. 2<sup>nd</sup> by Jon Young. Motion passed.

**3e: Outdoor Storage Regulations Discussion**

Dusty Hosna, Gil DeNormandie and Tom Promisey requested city planner to present information for Section 405.170 regarding outdoor storage regulations in order to tighten up definitions of indoor/outdoor storage. Mike White made a motion to forward to Planning & Zoning for review and consideration and to forward their recommendations to Board for Alderman for further action. 2<sup>nd</sup> by Jon Young. Motion passed.

Jon Young made a motion to adjourn. 2<sup>nd</sup> by Mike White. Motion passed.

Meeting adjourned at 7:47pm

Next meeting scheduled for June 11, 2020 at 7:pm.

Respectfully submitted.

Betty Halker

Chairman

**Finance Ways and Means Committee Minutes**  
**May 21, 2020**

At 6:02 P.M. the meeting was called to order and all in attendance recited the Pledge of Allegiance.

Committee members in attendance were Alderman Young, Alderman Halker and Alderman White. Alderman Reynolds absent.

Mayor Webster, Dusty Hosna and Tim Engelmeyer were also in attendance.

The City Clerk presented the health care renewal to the FWM Committee. Suzanne Ruhman our Healthcare Benefit Coordinator provided information on the UHC Current Plan, the UHC Mapped Renewal and the UHC Option 1 plan. The FWM Committee decided to not take action at this time and to get input from all Board of Alderman members. Suzanne Ruhman stated the FWM committee would need to decide by June 15, 2020.

The City Clerk presented the St. Louis County Police Contract renewal in the amount of \$1,605,308.00. He stated that the City of Valley Park had entered into a five-year contract with St. Louis County to cap expenses at no more than 5%. We are in year 3 of that contract. If the City of Valley Park did not enter into this 5-year contract, our renewal would have been \$142,417.56 more. Alderman White made a motion to accept the St. Louis County Police renewal in the amount of \$1,605,308.00. Alderman Halker seconded. All in favor 3-0, one absent.

At 7:04 P.M. Alderman Halker made a motion to adjourn. Alderman White seconded. All in favor, motion carried.

Respectfully submitted,  
Jon Young, FWM Chairman

**VALLEY PARK BOARD OF ALDERMEN  
REGULAR MEETING MINUTES  
JUNE 1, 2020**

The regular meeting of the Board of Aldermen of the City of Valley Park, Missouri, was called to order at 7:04 PM on June 1, 2020, by Mayor Chandra Webster, at the Valley Park City Hall at 320 Benton Street, Valley Park, MO 63088. On a roll call, the following members were present:

Ward 1:	Alderwoman Reynolds	Alderman Rose
Ward 2:	Alderwoman Halker	Alderman Bowen
Ward 3:	Alderman Young	Alderman Walker
Ward 4:	Alderman Rauls	Alderman White

Also present was:           Dusty Hosna, City Clerk                               Gil DeNormandie, Parks Director  
                                  Gerald Martin, Public Works Director  
                                  Gil DeNormandie, Community Development Director

The Pledge of Allegiance was recited.

## **BUSINESS PORTION**

### APPROVAL OF MINUTES

#### **05-04-2020 Board of Aldermen Regular Session Meeting Minutes**

A motion was made by Alderwoman Halker, seconded by Alderman White, to approve the 05-04-2020 Board of Aldermen Regular Session Meeting Minutes. **Motion passed** with 8 ayes.

### MAY FINANCIALS

City Clerk Dusty Hosna explained that we currently have a surplus of money that will be moved to the reserves when the FY budget closes later this month.

### REPORTS

Mayor Webster gave a brief report.

City Attorney Tim Engelmeyer reported that the court will resume using video court. He also reported that he met with representatives over the levee enhancements. Discussion was held on billing.

City Clerk Dusty Hosna gave a brief report. He mentioned that the budget is underway and that the city has more experience in this year. He spoke about the positive effects that budget meetings had. He reported funds that were released in the Azavar audit. Discussion was held on billboard issues.

Public Works Director Gerald Martin gave a brief report and spoke about the 408 permit process to apply a permanent fix to the levee.

Community Development Director Gil DeNormandie gave a brief report. Discussion was held on inspections status and the potential renting of bicycles on the trailhead and the permitting of these types of rentals.

Alderwoman Reynolds made a motion to have the Legislative Committee discuss they process of rentals. Alderman Bowen seconded the motion. Discussion was held. City Attorney Engelmeyer described that the Parks Director was doing everything according to the ordinances with these bicycle rentals.

Alderwoman Reynolds further clarified the motion to have the Legislative Committee consider allowing the Board of Aldermen to have more oversight in the process of approving contracts for services at our parks. Discussion was held.

A roll call vote was taken.

Ayes: Reynolds, Rose, Bowen

Nays: Rauls, Halker, Walker, Young, White

**Motion Failed.**

Alderman Walker made a motion to allow the Parks Director to move forward with the bicycle contract and ask legislative to consider future uses of rentals in the parks. A roll call vote was taken:

Ayes: Young, Halker, White, Bowen, Rauls, Rose, Walker

**Motion Passed.**

Lt. Gomez gave a brief report.

Mayor Webster gave a brief report.

ADJOURNMENT

Alderman Halker made a motion to adjourn regular session at 7:42pm, seconded by Alderman Rose. **Motion carried** with 7 ayes.

Dusty Hosna, City Clerk

VALLEY PARK LEGISLATIVE COMMITTEE  
320 Benton Street – Valley Park, MO 63088  
Thursday, June 11, 2020

**CALL TO ORDER:** Meeting called to order at 6:46pm by Chairman Betty Halker

**ATTENDANCE:** Chairman Betty Halker  
Alderman Jon Young  
Alderman Dave Rose  
Alderman Mike White

**NON MEMBERS IN ATTENDANCE:**  
Chandra Webster, Mayor  
Tim Engelmeyer, City Attorney  
Dusty Hosna, City Clerk  
Gil DeNormandie, Community Development Director  
Alderwoman Stephanie Reynolds  
Alderman Randy Bowen  
Alderman Tom Rauls  
Alderman Eddie Walker

Pledge of allegiance led by Chairman Betty Halker

3a: Discussion of Problem Properties Unit Contract

City Attorney Engelmeyer discussed the city going into a contract with the St. Louis County Problem Properties. Officer Rink, Code Enforcement Officer with that department was invited to provide details as to how they would work with the city. They work with different organizations to provide assistance to citizens who are unable to maintain their properties. Their department does have authority to go into extreme situations but they can enter a property where they have been granted access. They work with the fire department as well as St. Louis County Police in identifying situations which where assistance is needed.

The contract is flexible as to how long it is in effect as well as rough estimates as to costs for specific services requested by the city. Causes for problem properties range from health, mental illness, physical issues or combination of all. Residents would be removed only under catastrophic conditions where the property is a threat to them or their neighbors. They work with residents to help find alternative housing.

Motion made by Mike White to draw a contract with Problem Properties Unit. Alderman Eddie Walker made a request to add list of individuals who would have authority to forward requests for service. 2<sup>nd</sup> by Jon Young. Motion passed

3b: Public Hearing change for CUP

City Clerk Dusty Hosna requested a clarification with requirements for CUP public hearings to be held with both Planning & Zoning and Board of Alderman. Present section of code only specifies Planning & Zoning public hearings. However, the city has also been having CUP public hearings with Board of Aldermen.

Motion made by Mike White to present a draft ordinance to Board of Aldermen to reflect CUP public hearings for both Planning & Zoning and Board of Aldermen. 2<sup>nd</sup> by Jon Young. Motion passed.

3c: Excavation Permit Discussion

Both City Attorney Tim Engelmeyer and Building Commissioner Gil DeNormandie have reviewed the proposed excavation permit and have approved it.

Motion by Mike White to begin using the new excavation permit as presented. 2<sup>nd</sup> by Jon Young. Motion passed.

3e: Outdoor Storage Regulations Discussion

Dusty Hosna, Gil DeNormandie and Tom Promisey requested city planner to present information for Section 405.170 regarding outdoor storage regulations in order to tighten up definitions of indoor/outdoor storage. Mike White made a motion to forward to Planning & Zoning for review and consideration and to forward their recommendations to Board for Alderman for further action. 2<sup>nd</sup> by Jon Young. Motion passed.

Jon Young made a motion to adjourn. 2<sup>nd</sup> by Mike White. Motion passed.

Meeting adjourned at 7:27pm

Next meeting scheduled for July 9, 2020 at 7:pm.

Respectfully submitted.

Betty Halker  
Chairman

**VALLEY PARK PLANNING & ZONING COMMISSION**  
**Monday, June 22, 2020**

**CALL TO ORDER:** Meeting called to order at 6:17 pm by Chairman Mike Cyr

**ATTENDANCE:** Mike Cyr, Chairman  
Alderwoman Betty Halker  
Rich Schmitt  
Alva Roberts  
Dave Fowler  
Mayor, Chandra Webster

**NON MEMBERS IN ATTENDANCE:**

Tim Engelmeyer, City Attorney  
Gil DeNormandie, Building Commissioner  
Dusty Hosna, City Clerk  
Anna Krane , PGVA  
Alderman Mike White  
Alderman Tom Rauls  
Alderman Ed Walker

Motion to excuse Alderman Randy Bowen made by Alderwoman Betty Halker. 2<sup>nd</sup> by Rich Schmitt. Motion passed

Pledge of Allegiance led by Chairman Mike Cyr.

**3. Approval of Minutes**

Motion to approve minutes of 5/15/20 meeting made by Dave Fowler. 2<sup>nd</sup> by Rich Schmitt. Motion passed.

**4a. Site Plan Review 839 Meramec Station Road**

Anna Krane, PGAV, had submitted a memo with their recommendations for the site plan. Their recommendations included removing the excess pavement from the front yard and install grass with a new walkway to front of the building, providing planters with mixed plantings which would include evergreens which would provide screening throughout the year, providing EIFS for the east and west openings of the building in a gray color to match the existing concrete block, and painting the accent stripe a black and yellow to match the logo. Owner to replace the existing sign to coordinate with existing sign requirements. Owner Jason Carrodo agreed to the recommendations. Ryan Beasley, architect was also present for the discussion. Rich Schmitt made a motion to approve the site plan with PGVA recommendations. 2<sup>nd</sup> by Dave Fowler. Motion passed.



Motion to adjourn by Alderwoman Betty Halker. 2<sup>nd</sup> by Rich Schmitt.

Meeting adjourned at 7:40pm

Respectfully submitted by

Mike Cyr  
Chairman

Next meeting is a work shop to discuss the marijuana ordinance scheduled for Monday, July 13, 2020 at 7pm.

Regular meeting scheduled for Monday, August 20, 2020 at 7pm.

**Finance Ways and Means Committee Minutes  
June 25, 2020**

At 7:00 P.M. the meeting was called to order and all in attendance recited the Pledge of Allegiance.

Committee members in attendance were Alderman Young, Alderman Rose, Alderman Halker and Alderman White.

Mayor Webster, Alderman Rauls, Alderman Walker and Alderman Bowen were also in attendance.

Dusty Hosna, Tim Engelmeyer, Gerald Martin, Gil DeNormandie, Angela Turner and Rose Legrand were also in attendance.

Alderman Halker made a motion to approve the Finance Ways and Means Committee minutes from June 11, 2020. Alderman Rose seconded. All in favor, motion carried.

The City Clerk presented a recap of the 2019/2020 budget. He announced the General Fund had a surplus of \$108,807.28. The City Clerk presented a recap of the sanitation Fund. The FWM Committee announced that they would address this at their meeting in July 2020.

The City Clerk presented a balance budget of the General Fund for 2020/2021. Due to the Covid 19 impact on sales tax, the revenue projections were much lower. Because of lower revenue projections, all departments presented lower expenses for next year budget. The FWM Committee agreed to revisit and modify the budget in September 2020 once actual numbers of revenues are reported.

Alderman Halker made a motion to recommend the General Fund and Sanitation Fund budget to the Board of Alderman. Alderman White seconded.

The City Clerk will present the Special Funds budget to FWM Committee on June 29, 2020.

At 8:04 P.M. Alderman Halker made a motion to adjourn. Alderman White seconded. All in favor, motion carried.

Respectfully submitted,  
Jon Young, FWM Chairman

**A RESOLUTION APPROVING AN EQUIPMENT LEASE WITH  
MERAMEC VALLEY BANK**

WHEREAS, the Board of Aldermen has approved the purchase by the City of Valley Park, Missouri, of the following:

2020 Freightliner M2106 VIN# 2ALACXFE6LDME5877 for \$122,452.00  
And Attachments to body

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF VALLEY PARK, MISSOURI, AS FOLLOWS:

**Section One**

The City is authorized to enter into a municipal lease with an option to purchase with Meramec Valley Bank for the purchase of said equipment, Chandra L. Webster, Mayor of City of Valley Park has full power and authority to execute the Municipal Lease Agreement.

**Section Two**

This Resolution shall become effective from and after its passage and upon approval by the Mayor.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Chandra L. Webster**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**Dusty Hosna**  
City Clerk

Total Lease=\$122,452.00

MERAMEC VALLEY BANK  
199 CLARKSON ROAD  
ELLISVILLE, MO 63011

**Municipal Lease-Purchase Agreement  
COMMERCIAL CLOSE-ENDED  
EQUIPMENT LEASE  
BUSINESS USE**

DATE: July 15, 2020

**1. LESSOR AND LESSEE:**

Lessor, MERAMEC VALLEY BANK, (herein referred to as we, our, ours, and us) hereby lease to Lessee, City of Valley Park located at 320 Benton, Valley Park, MO 63088, (herein referred to as you, your, and yours) the following vehicle on the terms and conditions provided in this lease:

**2. DESCRIPTION OF EQUIPMENT:**

2020 Freightliner M2106 VIN# 3ALACXFE6LDME5877 w/attachments

**3. LEASE TERM:**

Interest rate to be 4.75%. Amount to be funded at closing is \$122,452.00  
First payment of \$22,885.31 is due on 07/16/2020 and annual payments of \$22,885.31 will be due thereafter until maturity, on 07/16/2025.

**4. PAYMENT DUE AT INCEPTION:**

a. First Payment	\$22,885.31
b. Refundable Security Deposit	0
c. Prorated Cost of Funds Payment	0
d. Official Fees Paid by You:	
___ Sale/Use Tax	0
_X_ Filing Fees Notice of Lien	\$6.00
_X_ UCC Filing/Termination	\$20.00
___ State and City License Tax	0
___ Other as Applicable	0
e. Other Charges	0
f. Total Payment Due at Inception of the Lease Term (total of a, b, c, d, e, f)	\$22,911.31

**5. ANNUAL PAYMENT (due the 16th of each July starting 07/16/2021:  
\$22,885.31**

## **6. INSURANCE**

During the term of this Lease and thereafter, so long as Lessee has possession of any item, Lessee, at its own expense, shall insure the vehicle against such risks, and in such amounts, as Lessor may reasonably require with carriers reasonably acceptable to Lessor, Lessee shall also maintain comprehensive public general liability insurance in such amounts and with such carriers, as is reasonable to Lessor. Each policy for such insurance shall (1) name Lender as a loan payee and as additional insured (2) provide that it may not be terminated, cancelled or altered without at least 30 days prior written notice thereof being given to Lessor, and (3) provide that the coverage afforded to Lessor there under shall not be rescinded, impaired, or invalidated by any act or omission to act by Lesser. Upon Lessor's request, Lessee shall promptly supply to Lessor a certificate of insurance with respect to the insurance required by this section. If Lessee shall have repaired or replaced an item after it has been lost or damaged, Lessee shall be entitled to resolve any insurance proceeds relating to such loss or damage.

## **7. ESTIMATED WHOLESALE VALUE OF VEHICLE AT END OF LEASE TERM**

**\$1.00**

### **Warranties**

Lessee acknowledges that Lessor has made no representation or warranty of the vehicle, or its merchant ability or fitness for a particular purpose, or with respect to the vehicle infringing any patent or other intellectual property right. Lessor shall have no liability to Lessee for any claim, loss or damage of any kind or nature whatsoever, including without limitation, the active or passive negligence or strict liability of Lessor nor shall there be any abatement of any rental or other payment due hereunder for any reason whatsoever, including without limitation, claims arising out of or in connection with (1) any deficiency or defect in, or inadequacy of, the vehicle, whether or not known or disclosed to Lessor, (2) the use or performance of the vehicle, or (3) any loss of business or other consequential, incidental or special loss or damage, whether or not resulting from any of the foregoing.

### **NON-APPROPRIATION OF FUNDS, NON-SUBSTITUTION**

Notwithstanding anything contained in this Lease to the contrary, in the event no funds or sufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of each occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were reserved without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease

payments herein agreed upon for which funds shall have been appropriated an budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the equipment to Lessor or its assignee on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the equipment.

Notwithstanding the foregoing, Lessee agrees (1) that it will not cancel this Lease under the provisions of the section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing functions similar to the equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (2) that it will not during the Lease term give priority in the application of funds in any other financially similar equipment. This paragraph will not be construed so as to permit Lessee to terminate the Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which equipment is intended.

#### **LATE CHARGE**

None

#### **EXTENSION CHARGE**

If we agree to a change in the payment date specified in Paragraph 3 above, allowing an extension of time for payment, you shall be required to pay an extension charge equal to \$50.00 at the time this change is made.

#### **TAXES**

Lessee shall be liable for and shall timely pay all taxes, as hereinafter defined and shall timely file, with the appropriate tax authorities, all report and returns with respect to taxes required under applicable law. The term "taxes", as used herein, shall mean all taxes, fees and assessments due, assessed or levies by any foreign, federal, state or local government or taxing authority, including, without limitation, any income, sales or use tax, and any penalties, liens or interest thereon which are imposed against or upon the vehicle, its purchase by Lessor, its lease hereunder, its use, operation, or ownership, or the rentals or receipts due under this lease, during or with respect to the term of this Lease and any extensions or renewals thereof.

#### **MAINTENANCE, REPAIRS, AND OPERATING EXPENSES**

During the term of this lease, Lessee shall at is sole expense, keep the vehicle in good working order, repair, condition and appearance, reasonable wear and tear excepted, and make all necessary adjustments and repairs thereto, and replacements of part thereof, all of which shall become the property of Lessor.

#### **DAMAGE AND LOSS**

a. Lessor hereby assumes, and shall bear, the entire risk of loss and damage whether or not insured against, of the vehicle, from any and every cause whatsoever, commencing upon the delivery of the VEHICLE to Lessee. No loss or damage to the vehicle, or any part thereof, shall affect any obligations of Lessee under the Lease, which shall continue in full force and affect.

b. In the event of loss or damage of any kind to any item, Lessee shall promptly report such loss or damage to Lessor and shall use all reasonable efforts to place the item in good repair, condition and working order, to the satisfaction of Lessor, within 30 days of the occurrence of such loss or damage, unless Lessor determines, within such 30-day period, that such item has been irreparably damaged, effect such replacements by replacing such item with REPLACEMENT VEHICLE (as hereinafter defined), such that Lessor had good and marketable and valid title thereto, and Lessee shall execute and deliver to Lessor all documents and instruments necessary to vest such title in Lessor, : "Replacement vehicle" as used herein, shall mean vehicle which (1) has a fair market value as determined by Lessor, at the time of such replacement equal to, or greater than, the fair market value, prior to such loss or damage, of the items being replaced, and (2) is the same type and has at least equal performance characteristics, as the respective items being replaced. Any Replacement Vehicle shall become subject to all of the terms and conditions of this lease. Lessee shall indemnify Lessor, for any loss of the Tax Benefits arising out of or related to the loss or damage and replacement of any item.

c. For the purpose of this Lease, the term "fair market value" shall mean the price that would be obtained in an arm's length transaction between an insured and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. If Lessor and Lessee are unable to agree upon the fair market value of an item, such value shall be determined, at Lessee's expense, in accordance with the foregoing definition, by three independent appraisers, one to be appointed by Lessee, one to be appointed by Lessor and the third to be appointed by the first two appraisers

#### **DEFAULT AND REMEDIES**

a. We can terminate this lease in the event you default. Each of the following is an event of default:

1. You fail to pay when due any annual payment or other sums due under this lease
2. You fail to keep the required insurance in effect.
3. You fail to perform or observe any other agreements, term or condition of this lease.
4. Bankruptcy or other proceeding of debtor relief is commenced by or against you.
5. We believe there is a reasonable prospect that your ability to make payments on this lease is impaired.

#### **b. REMEDIES UPON DEFAULT**

If you default, we have the right to demand and receive immediate possession of the vehicle and to exercise any other remedies we have against you under the terms of this lease or otherwise. If you fail to surrender possession of the vehicle to us on default, termination or expiration of this lease, we shall have the right to enter upon any premises where the vehicles may be located and to remove the vehicle. Willful failure to return the vehicle may result in fines or imprisonment. In the event you default, we shall be entitled to recover from you, in addition to damages, all costs and expenses, including court costs and attorneys' fees incurred by us to enforce our right under this lease, as well as to declare all payments provided for in this lease immediately due and payable, notwithstanding what would otherwise have been the due dates of such payments.

#### **PURCHASE OPTION**

You have the option to purchase the vehicle at the end of the lease term for the Estimated Wholesale Value stated in Paragraph 7 of this lease. You must notify us in writing 30 days prior to lease end if you intend to purchase the vehicle. Upon payment in cash of the Estimated Wholesale Value, we will deliver the vehicle title to you. You will be responsible for paying all sales/use taxes in connection with your purchase of the vehicle.

#### **END OF TERM LIABILITY**

If you have not exercised your option to purchase the vehicle, upon termination of this lease, you agree to deliver the vehicle to us at our premises. We will sell the vehicle. If the actual sale price of the vehicle is greater than the Estimated Wholesale Value of the vehicle upon such termination, you will be entitled to a refund of the surplus when the vehicle is sold. If the actual sale price of the vehicle is less than the Estimated Wholesale Value of the vehicle at the end of the lease term, you will be liable for any difference.

#### **METHOD OF PAYMENT**

Unless otherwise specified by us, all payments under this lease shall be mailed to Meramec Valley Bank, 199 Clarkson Rd, Ellisville, MO 63011.

#### **INDEMNITY**

You agree to indemnify us and hold us harmless from any and all loss, damage, claim, demand, expense, and cost which we may incur by reason of any breach or violation of any term or provision of this lease; or by reason of your failure to observe or perform any term or provisions hereof; or as a result of any loss, damage, theft, or destruction of the VEHICLE or related to or arising from the use, operation or condition thereof.



**ASSIGNMENT**

You agree that this lease or any rentals may be assigned by us. You have no right to assign this lease.

**NOTICE**

Any notice required or permitted to be given hereunder shall be in writing, sent by certified mail, postage prepaid. If such notice is sent to us, it shall be addressed as follows: Meramec Valley Bank, 199 Clarkson Rd, Ellisville, MO 63011, Attention: Loan Administration.

**OWNERSHIP**

This is a lease only and we remain the owner of the vehicle, notwithstanding the fact that the vehicle may be titled in the name of the Lessee for tax purposes. Lessor and Lessee agree that the vehicle may be titled in the name of the Lessee, at the option of the Lessor, and in such event Lessee shall hold the vehicle for the benefit of Lessor, subject to the terms of this lease. For purposes of assessment of any and all taxes, as defined above, the vehicle shall be considered to be titled in the name of the Lessee. You will not transfer, sublease, rent, or do anything to interfere with our ownership of the vehicle.

**DISPUTES REGARDING WARRANTIES**

In the event of a dispute regarding the manufacture's warranties, you will continue making annual payments to us. You may not withhold payments from us, and you agree that the annual payment is not subject to any defenses, set-offs, counterclaim or recoupment related to claims you may have against the manufacturer, dealer or any third party.

**NON APPROPRIATION**

Notwithstanding any other provision of this Agreement to the contrary, in the event sufficient funds shall not be appropriated or are not otherwise legally available by any means whatsoever for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original term or Renewal term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current Original or Renewal term. Lessee agrees to deliver notice to Lessor of such termination at least ninety (90) days prior to the end of the then current Original or Renewal term. If this Agreement is terminated, Lessee agrees, at Lessee's cost and expense, to deliver peaceably the vehicle to Lessor. If this Agreement is terminated to the extent lawful, Lessee shall not, until the date on which the next occurring Renewal term would have ended, expend any funds for the purchase or use of vehicle similar to the vehicle subject to this Agreement.

**ENTIRE AGREEMENT AND SEVERABILITY**

You understand and agree that this lease is our entire agreement and may not be changed without the written consent of both parties. You understand and agree that this lease shall be construed, interpreted and determined by laws of the State of Missouri. You understand and agree that if any provision of this lease is found unenforceable by any court, the remaining provisions of the lease shall remain in full force and effect.

**LESSEE ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED EXACT COPY OF THIS VEHICLE LEASE/DISCLOSURE STATEMENT.**

**Lessee: The City of Valley Park**

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**Chandra L Webster, Mayor**

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**Lessor: Meramec Valley Bank**

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**Michael Zalman, Commercial Lender**



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
100022156	City Of Valley Park		07/15/20	MEZ
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$122,452.00	Not Applicable	4.750%	07/16/25	Commercial
Creditor Use Only				

**PROMISSORY NOTE**  
(Commercial - Single Advance)

**DATE AND PARTIES.** The date of this Promissory Note (Note) is July 15, 2020. The parties and their addresses are:

**LENDER:**

**MERAMEC VALLEY BANK**  
199 Clarkson Road  
Ellisville, MO 63011  
Telephone: (636) 230-3500

**BORROWER:**

**CITY OF VALLEY PARK**  
a Missouri Other  
320 Benton  
Valley Park, MO 63088

**1. DEFINITIONS.** As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

**2. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$122,452.00 (Principal) plus interest from July 15, 2020 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

**3. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.750 percent (Interest Rate).

- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, plus an additional 3.000 percent, until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. Statutory Authority.** The amount assessed or collected on this Note is authorized by the Missouri usury laws under Mo. Rev. Stat. §§ 408.020-.096.
- D. Accrual.** Interest accrues using an Actual/360 days counting method.



4. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

**A. Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

**Notice of Lien.** A(n) Notice of Lien fee of \$6.00 payable from separate funds on or before today's date.

**UCC Termination/Lien Release.** A(n) UCC Termination/Lien Release fee of \$10.00 payable from separate funds on or before today's date.

**UCC Recording.** A(n) UCC Recording fee of \$10.00 payable from separate funds on or before today's date.

5. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

**A. Late Charge.** If a payment is more than 10 days late, I will be charged 10.000 percent of the Amount of Payment or \$50.00, whichever is greater. I will pay this late charge promptly but only once for each late payment.

6. **PURCHASE MONEY LOAN.** You may include the name of the seller on the check or draft for this Note.

7. **PAYMENT.** I agree to pay this Note on demand, but if no demand is made, I will make 6 payment(s) of Principal and Interest in the amount of \$22,885.31 beginning July 16, 2020 and on the 16th day in July in each year thereafter.

Payments will be rounded down to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Interest only payments will be applied first to any charges I owe other than late charges, then to accrued, but unpaid interest, then to late charges. Principal only payments will be applied first to the amount of the scheduled Principal payment, then to any late charges.

Payments of Principal and interest will be applied first to interest that is due, then to principal that is due, then to escrow that is due, then to any charges that I owe other than principal and interest, and finally to late charges that are due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is purchase truck.

10. **ADDITIONAL TERMS.** Guaranty dated \_\_\_\_\_ executed by \_\_\_\_\_

11. **SECURITY.** The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Security Agreement - City Of Valley Park	City Of Valley Park

12. **DEFAULT.** I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur:

- A. Payments.** I fail to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.
- C. Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.
- D. Other Documents.** A default occurs under the terms of any other Loan Document.
- E. Other Agreements.** I am in default on any other debt or agreement I have with you.
- F. Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.



**G. Judgment.** I fail to satisfy or appeal any judgment against me.

**H. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**I. Name Change.** I change my name or assume an additional name without notifying you before making such a change.

**J. Property Transfer.** I transfer all or a substantial part of my money or property.

**K. Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

**L. Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

**13. DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

**14. WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**A. Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**15. REMEDIES.** After I default, you may at your option do any one or more of the following.

**A. Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.

**B. Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

**C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

**D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

**E. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**F. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any



remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**16. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses, as allowed by law. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**17. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**18. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

**19. INSURANCE.** I agree to obtain the insurance described in this Loan Agreement.

**A. Property Insurance.** I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.

**B. Insurance Warranties.** I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

**20. COLLATERAL PROTECTION INSURANCE NOTICE.** Unless I provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including the insurance premiums, interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of the insurance I may be able to obtain on my own.

**21. APPLICABLE LAW.** This Note is governed by the laws of Missouri, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Missouri, unless otherwise required by law.

**22. JOINT AND SEVERAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my successors and assigns.

**23. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.



24. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

25. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

26. **CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

27. **ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

**ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

28. **SIGNATURES.** By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

**BORROWER:**

City Of Valley Park

By \_\_\_\_\_  
Chandra L. Webster, Mayor

**LENDER:**

Meramec Valley Bank

By \_\_\_\_\_ Date \_\_\_\_\_  
Michael E. Zalman, VP Commercial Lending



# DISBURSEMENT AUTHORIZATION AND CASH PAYMENT SUMMARY

**DATE AND PARTIES.** The date of this Disbursement Authorization and Cash Payment Summary is July 15, 2020. The parties and their addresses are:

**LENDER:**

MERAMEC VALLEY BANK  
199 Clarkson Road  
Ellisville, MO 63011  
Telephone: (636) 230-3500

**BORROWER:**

CITY OF VALLEY PARK  
a Missouri Other  
320 Benton  
Valley Park, MO 63088

**Loan Number:** 100022156

**1. DEFINITIONS.** As used in this Disbursement Authorization and Cash Payment Summary, the terms have the following meanings:

**A. Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization and Cash Payment Summary, individually and together. "You" and "Your" refer to the Lender.

**B. Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization and Cash Payment Summary.

**2. DISBURSEMENT SUMMARY.** The following summarizes the disbursements from the Loan.

Loan		\$122,452.00
Cash Paid In	\$26.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$26.00
Disbursed to Borrowers	\$0.00	
Disbursed to Lender	\$20.00	
Disbursed to Other Payees	\$122,458.00	
Total Amounts Disbursed		\$122,478.00
Amount Remaining To Be Disbursed		\$0.00
Undisbursed Fees/Charges		\$0.00

**3. DISBURSEMENT AUTHORIZATION.** I authorize you to disburse the following amounts from my Loan.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Disbursements to Borrower:		\$0.00
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$122,452.00
Truck Centers, Inc., Check #	07/15/2020	\$122,452.00
<b>TOTAL DISBURSED:</b>		<b>\$122,452.00</b>

**4. CASH PAYMENT SUMMARY.** The following loan charges are cash payments collected prior to or at settlement.





DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Cash Fees & Charges disbursed to Lender:	07/15/2020	\$20.00
UCC Termination/Lien Release		\$10.00 B
UCC Recording		\$10.00 B
Cash Fees & Charges disbursed to third parties:		\$6.00
Missouri Department of Revenue:	07/15/2020	\$6.00
Notice of Lien		\$6.00 B
Items marked with an asterisk (*) have been paid outside of closing in whole or in part		
Items marked with a (B) are paid by borrower, Items marked with a (S) are paid by seller, Items marked with a (L) are paid by lender, Items marked with a (T) are paid by third party		
<b>TOTAL OF CASH PAYMENTS:</b>		<b>\$26.00</b>

Amount remaining to be disbursed, if any: \$0.00

I acknowledge receipt of a copy of this Disbursement Authorization and Cash Payment Summary on July 15, 2020.

**BORROWER:**

City Of Valley Park

By \_\_\_\_\_  
Chandra L. Webster, Mayor



Meramec Valley Bank  
 199 Clarkson Road  
 Ellisville, MO 63011  
 (636) 230-3500

# Commercial Loan Application

**Important Applicant Information:** Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

(Creditor Name, Address and Telephone Number)

1. TYPE OF CREDIT REQUESTED.			
<input type="checkbox"/> Joint Credit Requested: We intend to apply for joint credit. (initials) _____			
<input checked="" type="checkbox"/> New Credit <input type="checkbox"/> Refinance or Consolidation <input type="checkbox"/> Renewal/Extension (No New Advances) <input type="checkbox"/> Renewal with New Advance <input type="checkbox"/> Modification	<i>For refinance/consolidation, renewal, extension or modification only</i>		
	Loan Number	Balance	Lender Name and Address
	1. 100022129	\$ 93,494.00	1. Meramec Valley Bank 199 Clarkson Rd. Ellisville, MO 63011
	2.	\$	2.
	3.	\$	3.
<input type="checkbox"/> See Addendum for additional credits			

2. APPLICANT. Applicant General Information.		
Legal Name City Of Valley Park	Organizational Form, Where and When Organized (ex., Corporation, Delaware, 1984) Other, Missouri,	
<input type="checkbox"/> Franchise, in full force and without defaults, with (Name of Franchiser) Name(s) of Affiliated Entities		
Current Tradename(s) _____ Other Tradenames Used in Last 10 Years _____		
Local Address 320 Benton Valley Park, MO 63088	Principal Executive Office Address	
Phone No: Fax No:	Phone No: Fax No:	
Tax Identification Number	Nature of Business	NAICS Code 0, 0
Principals' Names, Addresses, Position Title and Social Security Numbers		
Accountant Name, Address, and Phone Number		
Financial Statements. (Check all that apply and attach statements to this application.)		
Fiscal Year _____ Calendar Year _____		
<input type="checkbox"/> Financial Statements covering _____ to _____		
<input type="checkbox"/> Accounts Receivable Schedule covering _____ to _____		
<input type="checkbox"/> Inventory Schedule covering _____ to _____		
<input type="checkbox"/> Income Tax/Informational Returns for tax years _____		
<input type="checkbox"/> Other (Specify) _____		
Other Statements. (Check all that apply and attach statements to this application.)		
<input type="checkbox"/> Business Plan dated _____		
<input type="checkbox"/> Project Plans & Specifications <input type="checkbox"/> Project Budget dated _____		
<input type="checkbox"/> Franchise Agreement, FTC Franchiser Disclosure Statement		
<input type="checkbox"/> List of outstanding judgments or threatened lawsuits, arbitration, or other proceeding against loan applicant.		
<input type="checkbox"/> Other (Articles of Incorporation, Resolutions, etc.) _____		



**3. LOAN REQUEST AND SOURCES OF REPAYMENT.**

Amount Requested \$ 122,452.00

Commercial Purpose Credit  
 Agricultural Purpose Credit

Use of Proceeds (Brief Description of Intended Use):  
 Purchase Collateral

Loan Advances (Choose One)  
 Single Advance/Closed End  
 Revolving Draw Line of Credit  
 Draw Loan  
 Construction/Permanent Loan  
 Revolving Draw Construction Line of Credit  
 Draw Construction Loan

Loan Payment (Choose One)  
 Principal and Interest  
 Principal, plus Interest  
 Interest Only  
 Single Payment  
 Other (describe) Irregular

Requested Payment Amount \$ 22,885.31  with Balloon \$ \_\_\_\_\_  
 Requested First Payment Date 07/16/2020 Requested Loan Term 60 months

Payment Frequency (if Installment)  Monthly  Quarterly  Semi-Annually  Other (describe) \_\_\_\_\_  
 Requested Interest Rate  Fixed  Variable Index (if Variable) \_\_\_\_\_

List of primary and secondary sources of repayment for this Credit:

**4.  LOAN SECURITY. The requested loan will be secured. (Complete this section if checked)**

All loan proceeds will be for purchase of collateral.  \$ \_\_\_\_\_ of the proceeds will be for purchase of collateral.  
 Description of purchase money collateral: 2020 Freightliner Appraised value of purchase money collateral \$ \_\_\_\_\_

Brief description of non-purchase money collateral: \_\_\_\_\_ Description of current property insurance on non-purchase money collateral  
 Type: \_\_\_\_\_ Deductible: \_\_\_\_\_  
 Appraised value \$ \_\_\_\_\_ Coverage: \_\_\_\_\_ Term: \_\_\_\_\_  
 Liens on collateral (List any collateral with liens on it, the amount of underlying debt, the names and addresses of collateral's lienholders)

Non-Applicant owners of collateral. Attach a separate list with name(s), address(es), and phone number(s) of any other owner(s) of the collateral.

**5.  LOAN GUARANTY. The requested loan will be guaranteed. (Complete this section if checked)**

Legal name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone No: \_\_\_\_\_

Guarantor or affiliate were declared bankrupt within the last 10 years.  
 There are outstanding judgments against Guarantor. (Attach Summary)  
 On a separate sheet, list each threatened or pending lawsuit, arbitration, or other proceeding and its amount claimed.

Guarantor Financial Statements. If checked, Guarantor is an entity and will provide financial statements upon request by Lender.  
 Security. Brief description of collateral to secure this guaranty \_\_\_\_\_ Description of current property insurance on existing collateral  
 Type: \_\_\_\_\_ Deductible: \_\_\_\_\_  
 Coverage: \_\_\_\_\_ Term: \_\_\_\_\_  
 Appraised value of guaranty collateral \$ \_\_\_\_\_  
 Liens on collateral (List any collateral with liens on it, the amount of underlying debt, and the names and addresses of collateral's lienholders):

Non-Guarantor owners of collateral. If checked, attach a separate list with the name(s), address(es), and phone number(s) of any other owner(s) of the collateral.

**Equal Credit Opportunity Notice**

**CREDIT DENIAL NOTICE.** If your gross revenues were \$1,000,000 or less in your previous fiscal year, or you are requesting trade credit, a factoring agreement, or similar types of business credit in this Commercial Loan Application, and if your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement please contact (Name, address, and telephone number of the person or office from which the statement of reasons can be obtained):  
**Michael E. Zalman, Meramec Valley Bank 199 Clarkson Road, Ellisville, Missouri 63011 (636) 230-3500**  
 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The notice that follows describes additional protections extended to you.

**NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:  
**FDIC Consumer Response Center  
 110 Walnut St., Box #11  
 Kansas City, Missouri 64106-**



**Important Applicant Information:** Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**SIGNATURES.** By signing below, Loan Applicant submits this application and the information provided on all accompanying financial statements and schedules for the purpose of obtaining credit and represents that the information submitted is accurate and complete. Loan Applicant acknowledges that representations made in this application will be relied on by Lender in evaluating this application and, if approved, in extending credit. Loan Applicant represents that none of the parties named in this application have relied on advice from the Lender in applying for or receiving any credit. Loan Applicant acknowledges that Lender has not made any commitment to approve this application and extend credit, unless otherwise agreed to in writing. Lender is authorized to conduct any inquiries it decides are necessary to verify the accuracy of the information contained in this application and to use any reasonable method to determine the creditworthiness of the Loan Applicant. Lender is also authorized to answer any questions from others about Lender's credit experience with the parties in this application. Loan Applicant will promptly notify Lender of any subsequent changes which would affect the accuracy of this application, and will provide all documents and information that Lender decides are necessary to complete this application. Loan Applicant authorizes Lender to retain this application, whether or not Lender approves any extension of credit. Any intentional misrepresentation of the information contained herein could result in criminal action under federal law.

In addition, each individual signing below authorizes the Creditor to check their individual credit account and employment history and have a credit reporting agency prepare a consumer credit report on them.

City Of Valley Park  
Applicant Name

By X \_\_\_\_\_ Mayor  
for Applicant Chandra L. Webster Date Title

By X \_\_\_\_\_  
for Applicant Date Title

For Creditor's Use Only					
Date Application Received	Received By Michael E. Zalman	Decision <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Decision By	Date of Notification	Notification Given <input type="checkbox"/> Email or Text <input type="checkbox"/> Face-To-Face <input type="checkbox"/> Mail or Fax <input type="checkbox"/> Telephone
HMDA Reportable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Census Tract	Account No. or HMDA ULI 100022156		Instruction: If this application for credit is HMDA reportable and one or more applicants are a natural person, have the separate HMDA Demographic Information form completed. Even if HMDA-reportable, do not complete the HMDA Demographic Information form for any guarantor.	
The HMDA Demographic information was provided through:	<input type="checkbox"/> Mail or Fax <input type="checkbox"/> Telephone Interview	<input type="checkbox"/> Email or Internet <input type="checkbox"/> Face-To-Face Interview (includes Electronic Media with Video Component)			



## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester.  
Do not send to the IRS.

Print or type See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City Of Valley Park</b></p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes:  <input type="checkbox"/> Individual/sole proprietor or single-member LLC                    <input type="checkbox"/> C Corporation                    <input type="checkbox"/> S Corporation                    <input type="checkbox"/> Partnership                    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):                  Exempt payee code (if any) _____                  Exemptions from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i></p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <b>320 Benton</b></p> <p>6 City, state, and ZIP code <b>Valley Park, MO 63088</b></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional). <b>Meramec Valley Bank</b> <b>199 Clarkson Road</b> <b>Ellisville, MO 63011</b></p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *how to get a TIN*, later.

**Note.** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	<b>43-6003873</b>

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

\*\*\*\*\*  
A RESOLUTION OF SUPPORT  
AUTHORIZING AN APPLICATION TO THE  
MUNICIPAL PARKS GRANT COMMISSION  
ROUND 21 FOR BRIGNOLE PARK IMPROVEMENTS  
\*\*\*\*\*

WHEREAS, the City of Valley Park deems it necessary to improve a public park or facility, more specifically known as Leonard Park to serve its citizens as well as those in the metropolitan area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VALLEY PARK OF THE COUNTY OF ST. LOUIS, AS FOLLOWS:

1. An application be made to the Municipal Parks Grant Program in the County of St. Louis for a grant-in-aid for some or all the costs of the project, reimbursable by the Commission upon completion by the city.
2. That a project proposal be prepared and submitted to the Municipal Parks Grant Commission.
3. The governing body hereby authorizes Chandra L. Webster, Mayor to sign and execute the necessary documents for forwarding the project proposal application and later execute an agreement for a grant-in-aid from the Municipal Parks Grant Commission.
4. If a grant is awarded, the City of Valley Park will enter into an agreement or contract with the Commission regarding said grant.

PASSED AND RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHANDRA L. WEBSTER – MAYOR

ATTEST:

\_\_\_\_\_  
Dusty Hosna  
City Clerk

**RESOLUTION NO. 07-20-2020-03**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH REAL WC ST. LOUIS SOCCER CLUB**

**WHEREAS**, the City of Valley Park has designed and constructed six (6) soccer/lacrosse fields and four (4) baseball/softball fields for use by the public; and

**WHEREAS** the City of Valley Park has been approached by various organizations desiring to use these fields for a fee; and

**WHEREAS**, following negotiation, staff has fully vetted the various proposals received by the city; and

**WHEREAS**, staff is recommending Real WC Soccer Club be selected as their proposal satisfies the city's needs financially while also allowing for a sufficient resident and local high school use.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE  
CITY OF VALLEY PARK, MISSOURI, AS FOLLOWS:**

**Section 1.** The Mayor is instructed and authorized to execute the contract attached as Exhibit A to this resolution that will allow Real WC St. Louis Soccer Club to begin operations in earnest on July 1, 2020.

**Section 2.** This resolution shall become effective from and after its passage and upon approval by the Mayor.

**PASSED** by the Board of Aldermen of the City of Valley Park, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chandra L. Webster, Mayor

ATTEST:

\_\_\_\_\_  
Dusty Hosna, City Clerk



## REAL WC ST. LOUIS SOCCER CLUB FACILITY AGREEMENT

**THIS Real WC FACILITY AGREEMENT** (this “Agreement”) is entered into as of this 1<sup>st</sup> day of July, 2020, by and between the **CITY OF VALLEY PARK** (the “City”), in the State of Missouri and **REAL WC ST. LOUIS SOCCER CLUB** (the “Facility User”), (“RWC”) a 501-C3 nonprofit corporation organized under the laws of the State of Missouri. The City and Facility User are sometimes collectively referred to herein as the “Parties,” and individually as a “Party,” as the context may require.

### RECITALS:

- A. The City desires to maintain and further develop its Meramec Levee Recreational Park Recreational complex consisting of baseball/softball, soccer and other recreational Facilities (the “Valley Park Complex”) for the use of citizenry.
- B. For the purposed of this Agreement, the area of consequence is currently classified as soccer fields 1, 2, 3, 4, 5 and 6 and the immediate surroundings as shown in Exhibit A that is Attached.
- C. The Facility User desires to utilize the RWC Facility portion of the Valley Park Complex to host soccer practices and matches and in consideration of such use, agrees to operate and maintain the RWC Facility as described in this Agreement.
- D. Field 1 will be used for REAL WC Lacrosse practice and games. Expanding the complex into another community sport.

### AGREEMENT:

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

#### Section 1. Representations and Warranties of the City.

(a) The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with said terms.



**Section 2. Expenses of the RWC Facility.** The Parties acknowledge that the City will Responsible for the upkeep and maintenance of the facility, including but not limited to the regular mowing normally on Mondays and Fridays as per the City's normal park operations and maintenance of the Valley Park Complex.

The Facility User agrees to cooperate in furtherance of the delivery of the upkeep and maintenance of RWC Facility, as may reasonably be requested by the City. The City will provide soccer goals 11v11 on Field 2 & Field 3.

The City will provide four Lacrosse goals on Field 1. The City will be responsible for certain other Expenses, as outlined in **Section 3 (a) (i)**, below.

**Section 3. Operation and Maintenance of the RWC Facility.** The Valley Park Complex, including RWC Facility, will continue to be operated and maintained in accordance with the following terms:

(a) **Permit.** The City hereby grants the Facility User a permit (the "RWC Facility Permit") to Lease, use, operate and maintain the RWC Facility subject to the terms of this Agreement. The RWC Facility Permit shall allow the Facility User to:

(i) Subject Section 4 below, host soccer practices and matches at the RWC Facility provided that no use of the RWC Facility will be permitted during times that the Valley Park Complex is closed to the public, including but not limited to overnight use or during a flood event. Soccer practices will generally be held on weekdays normally form 6-9 pm each weekday and 8am-9pm on weekends.

Matches would generally be held on weekends at various times. Match times are generally dictated by The ST. Louis Youth Soccer Association's ("SLYSA") soccer league schedules. Some matches may be played on weekdays at the RWC Facility, subject to them being scheduled during the Valley Park Complex's times of operation unless the City agrees to later times; RWC has the right to use 7 days a week, 365 days, but subject to City's approval. RWC also knows there are times **RWC must work around the Valley Park High School schedules and City events.**

(ii) Store equipment, such as soccer training equipment, Lacrosse EQUIPMENT or light towers (if any), at Locations within or in close proximity to the RWC Facility or elsewhere on the Valley Park Complex that are mutually acceptable to the City and the Facility User and which do not interfere with the City's operation of the Valley Park Complex as a public park (provided, however, that the Facility User will be solely responsible for any damage or theft of its equipment stored at the RWC Facility or elsewhere on the Valley Park Complex); and

(iii) Display permanent signs and/or banners that direct attention to the areas

That are part of the RWC Facility. Display temporary banners and signs relating to any event hosted by the Facility User and its sponsors that are compliant with the terms of this Agreement. All temporary banners and signs will be removed by the day after such events or within a reasonable time thereafter. All banners and signs must comply with any applicable City ordinance or regulation. Some seasonal/yearly banners or signs currently have approval from the city by RWC.

(b) **Maintenance.** In consideration of the RWC Facility Permit, the RWC Facility shall be maintained as follows:

- (i) The City, as per its park maintenance system, shall regularly mow within the RWC Facility as well as mow the RWC Facility's immediate surrounding areas. The Facility User will line stripe the soccer fields/Lacrosse as needed for the RWC needs. However, the City will line fields for their needs or High School usage for practices or games.
  - (ii) Whenever the Facility User has official matches, the City agrees to mow Monday and Fridays the relevant playing surfaces or as both parties agree.
- (c) **Lighting charges.** The Parties acknowledge that lighting service for the RWC Facility will be provided through portable light towers by RWC. At some point the city plans to have permanent lighting poles but the time frame is unknown and may be years away. The RWC crank up lights are for RWC teams only and not for use by the city or high school unless written permission is given by RWC.
- (d) **Sanitation.** The parties acknowledge that for health and sanitation reasons temporary restrooms for the fields will be needed. RWC will provide 3 portable restrooms with a weekly clean schedule from July 1<sup>st</sup> – November 30<sup>th</sup>. No restrooms provide from December 1<sup>st</sup>- February 30<sup>th</sup> . Those winter months are consider closed with very limited use. Portable restrooms will be placed back on fields from March 1<sup>st</sup> –July 1 which at that time each new season begins the repetitive cycle. The city may also add portable restrooms for their needs for high school etc.
- (e) **Post Event Clean-Up.** The City shall provide and place an appropriate number of trash receptacles in accessible locations within the RWC Facility. The City shall be responsible for emptying and removing all trash from its trash receptacles as part of its regular park maintenance.

#### **Section 4 Use of RWC Facility by the City and Valley Park Visitors.**

- (a) The Facility User shall notify the Parks Director of the specific days, times, and portions of the RWC Facility that the Facility User intends to use. (Seasonal schedule). If a third party is using the field(s), the parties agree that the park ranger/police may be used to remove any third-party user that directly interferes with the scheduled use of the RWC facility by the facility user.
- (b) The Facility User acknowledges that the City of another city entity, such as Valley Park High School, may from time to time, host community events, including but not limited to concerts, outdoor movies, Valley Park G=High School soccer practices and games, festivals at the Valley Park Complex. The City and the Facility User shall cooperate in good faith regarding the schedule of any community event that might impact the use of the RWC Facility by the facility user. The city shall take reasonable care during any such community event to prevent damage to the RWC facility. The City shall also be responsible for any damages to the playing surfaces during such events and would be expected, in good faith, to repair any such damages on a timely basis.

#### **Section 5 Financial Lease Agreements**

- (a) The parties agree that the facility user shall lease the RWC facility from the city for a three year period. The facility user shall pay an annual fixed cost (annual lease payment) for the

use of the RWC facility each fiscal year (July 1<sup>st</sup>-June 30<sup>th</sup>) to the city for each year of this agreement. The facility user shall pay this annual lease payment no later than July 31<sup>st</sup> each year.

- (b) City fields 1,2,and 3 at \$6,000 per field, per year (3 years/\$54,000)
- (c) City fields 4,5, and 6 at \$6,500 per field, per year ( 3 years/\$58,500)
- (d) City fields 1, 2, and 3 will require over seeding and additional fertilization provided by the city during summer 2020 just to get them ready for the fall in the Blue grass.
- (e) City fields 1 through 3 will require some weed treatment provided by the city.
- (f) City fields 4 through 6 will require some weed treatment provide by the city and back up to normal standards. An additional round of fertilization maybe required mid-summer. On field 4 through 6.

**Section 6 Insurance. The facility user shall maintain the following insurance policies throughout the term of this Agreement:**

*General Liability.* The facility user shall maintain a general liability policy. The certificate of insurance will be held through the facility user's member organization, the Missouri Youth Soccer Association ("MYSA"). Any such policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least 10 days' prior written notice to the City. The City shall be listed as an additional insured (certificate holder) on such policy and the facility user shall provide certificates of insurance as evidence of compliance with this subsection. The certificate must be provided simultaneously with the execution of this agreement and upon renewal of any existing insurance policy or procurement of any new insurance policy.

**Section 7 Event of Default; Remedies; and Early Termination.**

- (a) If either party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement and such non-compliance continues for 30 days after the non-defaulting party has given written notice to the defaulting party of specifying such default and an opportunity to cure, such event shall constitute an "Event of Default" under this agreement.
- (b) If any Event of Default has occurred and is not remedied 30 days after notification as specified in (a) above then the non-defaulting party may (i) terminate this agreement or (ii) by mandamus or other suit, action or legal proceeding or in equity, compel the defaulting party to perform the duties and obligation, required by the provisions of this Agreement. The rights and remedies reserved by the parties under this Agreement and those provided by law shall be constructed as cumulative and continuing rights. No one remedy shall be exhausted by the exercise of another remedy on one or more occasions.
- (c) Either party, for whatever reason, may terminate this agreement at any time without penalty as long as the other party agrees to such termination. The party that wishes to terminate the Agreement must provide written notice at least six months prior to such requested termination. Either party has the right to reject early termination of this agreement unless as outlined in (a) and (b) above.

**Section 8 Term of Agreement; Renewal and right of First Refusal.**

- (a) The initial term of this Agreement shall be from its execution until the third anniversary of its execution, unless terminated sooner following an Even of Default as provided in section 7. The parties may mutually agree to extend this Agreement for three year increments by executing the "Renewal Term Agreement" attached here to as Exhibit F.
- (b) If another entity, (a "Third-Party Entity"), makes a request to enter into a lease Agreement with the city for the space occupied by the RWC facility, and offers terms that the city considers to be more favorable to the city than this Agreement, the city shall first offer to allow the facility user to manage and maintain the RWC facility under the same terms offered by the third-party entity. If the facility user is not willing to accept those terms for renewal of the Agreement, the city may contract with the third-party entity at the end of its current Agreement with the facility user and not entity's interest in leasing the space occupied by the RWC facility, and must do so at least six months prior to the termination of the initial term of this Agreement, or the termination of any subsequent renewal Agreement(s) into which the parties might enter. The same right of refusal terms will apply to any subsequent renewal Agreement(s).

**Section 9 Assignment.** This Agreement may not be assigned by the facility user without the prior written permission of the city.

**Section 10 Notices.** Any notice or other communication to be given under this Agreement may be given in writing by mailing or delivering the same as follows:

- (a) To the City:  
City of Valley Park  
320 Benton Street  
Valley  
Park, Missouri 63088  
Attention: Gil DeNormandie, Parks Director
- (b) To the Facility User:  
Real WC St. Louis  
1304 West Lark Industrial Drive  
Fenton, Missouri 63026  
Attention: Chris Fuchs, Club Director

**Section 11 Severability; Effect of Invalidity.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected thereby.

**Section 12 Governing Law.** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Missouri.

**Section 13 Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

**Section 14 Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior Agreements, representations, negotiations and understandings, both written and oral, between the city and the facility user with respect to the subject matter of this Agreement. This Agreement shall not be modified except by written Agreement signed on behalf of the city and the facility user by their duly authorized representatives.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the date first written above.

**CITY OF VALLEY PARK**

By: \_\_\_\_\_  
Gil DeNormandie, Parks Director

**ATTEST:**

By: \_\_\_\_\_  
Dusty, Hosna, City Clerk

**Real WC Soccer Club**

By: \_\_\_\_\_

Name: Christopher J Fachs

Title: \_\_\_\_\_ Club Director \_\_\_\_\_

Google Maps



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 200 ft

Exhibit A

**RESOLUTION NO. 07-20-2020-04**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH PGAV PLANNERS LLC FOR PROFESSIONAL SERVICES**

**Whereas**, the City of Valley Park has determined that among its core functions is the ongoing planning, zoning, economic development, and redevelopment of the community; and

**Whereas**, the City of Valley Park from time to time requires special expertise and assistance in these activities; and

**Whereas**, the City of Valley Park wishes to secure technical assistance for review and analysis for a variety of assignments relating to planning and zoning matters; redevelopment of existing properties; revenue analysis; and other such urban planning-related assignments for which the City may seek assistance; and

**Whereas**, PGAV has experience in performing such assignments for the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE  
CITY OF VALLEY PARK, MISSOURI, AS FOLLOWS:**

**Section 1.** The Mayor is instructed and authorized to execute the contract attached as Exhibit A.

**Section 2.** This resolution shall become effective from and after its passage and upon approval by the Mayor.

**PASSED** by the Board of Aldermen of the City of Valley Park, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chandra L. Webster, Mayor

ATTEST:

\_\_\_\_\_  
Dusty Hosna, City Clerk

## AGREEMENT FOR PROFESSIONAL SERVICES

### BETWEEN THE CITY OF VALLEY PARK, MISSOURI AND PGAV PLANNERS LLC.

**THIS AGREEMENT**, is entered into on the date and by execution shown hereafter between the City of Valley Park, Missouri, hereinafter referred to as the "City", and PGAV PLANNERS LLC., hereinafter referred to as "PGAV".

**Whereas**, the City has determined that among its core functions is the ongoing planning, zoning, economic development, and redevelopment of the community; and

**Whereas**, the City from time to time requires special expertise and assistance in these activities; and

**Whereas**, the City wishes to secure technical assistance for review and analysis for a variety of assignments relating to planning and zoning matters; redevelopment of existing properties; revenue analysis; and other such urban planning-related assignments for which the City may seek assistance; and

**Whereas**, PGAV has experience in performing such assignments for the City;

**Therefore**, the parties hereto do mutually agree as follows:

#### I. SCOPE OF SERVICES

PGAV will provide the services as set forth below.

- A. Assistance to City staff in determining and/or interpreting zoning code applicability to situations presented by property owners or developers;
- B. Amendments to existing components of the City's development codes (i.e. zoning, subdivision, signage, etc.);
- C. Update of existing municipal planning and zoning-related mapping;
- D. Amendments to the comprehensive plan;
- E. Assistance with compliance with required noticing, posting, and other procedures related to the requirements of the City's zoning and subdivision code;
- F. Assistance with review of applications and associated submission documents for zoning changes, site plans, development plans, and subdivision plats;
- G. Review of requests for development incentives (i.e. tax abatement, tax increment financing, community improvement or transportation development districts, etc.) including review of revenue projections submitted by others or preparation of revenue projections for evaluation of project financing or economic benefit;
- H. Attendance at meetings of the Planning and Zoning Commission, Board of Adjustment, or the Board of Aldermen that are part of formal development code requirements and are needed to provide the services as outlined herein; and,
- I. Other urban planning and zoning-related matters as the City may request of PGAV;



## **II. INFORMATION TO BE PROVIDED BY THE CITY**

Depending upon where such information may be located and maintained, the City will provide to PGAV available data as follows:

- A. Data and/or contact persons who may provide information regarding proposed plans or projects that are contemplated including a graphic depiction of the proposed plan for redevelopment (i.e. proposed site plan), if applicable;
- B. Data which the City has or which may be readily acquired without extensive research which may assist in conducting the work as outlined in Part I, above, including information regarding, but not necessarily limited to, existing master development plans or conditional use permits, building code violations, fire data, and infrastructure problems or other such factors as may impact, either positively or negatively, the areas or tract that is the subject of an assignment;
- C. The services of the City Attorney, the City Clerk, Community Development Director, or other staff, if necessary, for review of preliminary documents prepared by PGAV and assistance in establishing meetings with the City Council, Planning and Zoning Commission, property owners or developers (or their representatives, or other parties as may be required to conduct the work.

## **III. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT**

The scope of work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this agreement:

- A. Preparation of redevelopment plans and related documents under any of the Missouri redevelopment statutes;
- B. Preparation of any legal descriptions associated with the creation of a redevelopment area;
- C. Provision of engineering services that may be required to perform any task provided for in the Scope of Services (Part I) of this agreement; and
- D. Complete rewrite of City development code.

These services shall be considered additional work beyond the scope of this agreement. The City may acquire the provision of such services by PGAV (either directly or via a PGAV sub-contractor) at an additional cost to be negotiated and provided for in the form of an addendum to this agreement.

## **IV. TIMING OF PERFORMANCE**

The services of PGAV will be available immediately upon acceptance of this Agreement and task request by the City. Any task request by the City will be confirmed in writing and will restate the requested services, estimated cost, and time of completion. Any such task will be undertaken and completed in accordance with the stated schedule.

The overall term of this Agreement shall be for a period of twelve (12) months from the execution of this Agreement subject to the ability of PGAV to establish meetings associated with any assigned task with City staff, the City Council, the Plan Commission, or other parties as the City may dictate in a timely manner.

**V. FEE AND METHOD OF COMPENSATION**

- A. Except as specifically provided for below, compensation shall be made to PGAV on an hourly basis in accord with the hourly rates as set forth below. The overall fee for the services as set forth herein including all such tasks as may be assigned shall not exceed \$30,000 (Thirty Thousand Dollars) exclusive of reimbursable expenses.
- B. The applicable hourly rates shall apply as set forth below. Any invoice issued for an assigned task will be based on the hourly rate of the PGAV staff involved in conducting the assignment.

Project Staff	Hourly Rate
Vice President	\$235
Senior Director	\$200
Director	\$200
Senior Project Manager	\$180
Project Manager/GIS Manager	\$140
Administrative/Technical Assistance	\$90

- C. Official meetings of the Planning and Zoning Commission, the Board of Aldermen, or Board of Adjustment requiring attendance by a PGAV staff member will be billed at a flat rate of \$200 without regard for the length of time spent at the meeting. Note that meetings that occur during normal PGAV business hours will be charged at the hourly rates as outlined above for the individual(s) in attendance at such meetings.
- D. Reimbursable expenses will consist of mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.
- E. If the City fails to make payment due PGAV for services and reimbursable expenses within 60 days after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.
- F. If for any reason the City determines that a task properly initiated under the terms of this Agreement should not proceed, the City will inform PGAV in writing that they wish to terminate the task. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy). The City will pay to PGAV an amount representing the work performed to the date of termination in accordance with the hourly rate schedule herein for the classification of personnel involved with the work plus any reimbursable expenses which have been incurred by PGAV to that date.

**VI. PROJECT STAFFING & MANAGEMENT**

PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Agreement.

**VII. OWNERSHIP OF DOCUMENTS**

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the City or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this Agreement and submitted to the City or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this Agreement, including rights of copying and distribution.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**CITY OF VALLEY PARK, MISSOURI**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chandra Webster,  
Mayor

**ATTEST:**

**PGAV PLANNERS, LLC**

  
\_\_\_\_\_  
John W. Brancaglione  
Senior Director

  
\_\_\_\_\_  
Andy Struckhoff  
Vice President

\*\*\*\*\*  
 AN ORDINANCE REPEALING AND REPLACING SECTION SEC. 500.050(C)(2), OF THE CITY  
 CODE REGARDING FENCES  
 \*\*\*\*\*

Whereas, the Board of Adjustment and the Legislative Committee recognize and seek to address an apparent conflict and unintended application of Sec. 500.050(C)(2),

Whereas, the literally interpretation of Sec. 500.050(C)(2) has led to inequitable, unjust and unintended results for property owners seeking fence erection permits in the City of Valley Park,

Whereas, the Board of Adjustment and the Legislative Committee seek to address the potential inequitable, unjust and unintended consequences of a literal interpretation of Sec. 500.050(C)(2) and recognize the need to allow the Building Commissioner limited discretion to consider and approve the erection of fences under Sec. 500.050(C)(2),

Whereas, the Building Commissioners will apply his or expertise and common sense to interpret an application made under Sec. 500.050(C)(2) to determine the issuance of each Fence Permit pursuant to Sec. 500.050.

Whereas, the Board of Aldermen, after due consideration, desires to repeal Section Sec. 500.050(C)(2) in its entirety and replaced with language that provides the Building Commissioner discretion to consider and approve fence permits within Sec. 500.050(C)(2) in the City of Valley Park, Missouri.

BE IT ORDAINED, by the Board of Aldermen of the City of Valley Park, Missouri as follows:

Section One

SECTION 500.050(C)(2) shall be repealed in its entirety and replaced to read as follows:

Section 500.050. Fences.

- A. It shall be unlawful for any person to erect or construct a fence within the City without first securing a permit for such purpose from the City.
- B. An application for a permit under this Section shall be on such form as is supplied by the City and shall be accompanied by such other and further information as may be required, including sketches, diagrams, plans and other information without limitation. Each application shall be accompanied by a fee in the sum of three dollars (\$3.00), which shall be returned to the applicant only if the application is denied.
- C. No application shall be accepted or permit issued unless it is shown that the fence shall conform to the following requirements:
  - 1. No fence shall exceed a height of forty-eight (48) inches in residential districts except those located within the side and rear areas of a lot at such minimum distance from the side and rear lines as is established for buildings within the district so located, provided that no fence shall exceed six (6) feet in height.

2. Fences shall not be erected or constructed on any lot or portion thereof beyond the front building setback line, or more than six (6) inches inside and from any rear or side lot lines unless permitted at the discretion of the Building Commissioner.
  3. Any hedges, barberry or other type of growing vegetation fence shall be kept well trimmed and shall not exceed five (5) feet up to the building line; and from there to the street, same shall not exceed three (3) feet; provided however, that hedges, barberry or other types of growing vegetation fences shall not exceed two and one-half (2½) feet on corner lots and same shall be kept well trimmed and off of the street line.
  4. The finished side of the fence shall be on the exterior of the closure, or if the area is not enclosed, then on the side visible by abutting property owners.
- D. It shall be unlawful for any person to construct a fence along the side of any corner lot, running parallel with an intersecting street, any closer to said street than the side line on which the building or other structure is already located; and if no building or other structure has been constructed or erected on said lot, then no closer than the proposed side building line as shown on the plat or as shown on the plot plan.
- E. The City may require, if in its discretion it deems it advisable, as a condition precedent to the granting of a permit to construct a fence, that the applicant furnish at applicant's cost a bond, in a form and amount satisfactory to the City, which shall be given to the City prior to the issuance of any such permit, which shall, while in force, provide for the payment to the City of an amount of the bond in the event of the violation by the applicant of any part of this Section; said bond may be sued upon in the name of the City for the collection of any fees, fines, penalties or forfeitures, the payment of which the bond is given to secure, and in the name of the City, for the use and benefit of any person damaged by the breach of any conditions thereof.
- F. In addition to other penalties and any other rights and remedies given the City under this Section, the City shall have the right, in the event of violation of this Section, to take any and all civil actions, and avail itself of any and all legal remedies in any court having jurisdiction thereof for itself, or for the use and benefit of any person affected by the violation of this Section, for the purpose of preventing or stopping the erection of any fence, or to secure the removal of such fence, and may seek in addition damages for such violation.

#### Section Two

This Ordinance shall become effective from and after its passage and approval by the Mayor.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS \_\_\_\_ DAY OF JULY, 2020.

---

Mayor Chandra Webster

To approve Bill #2242

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Reynolds	___	___
Halker	___	___
Walker	___	___
White	___	___

	<u>Aye</u>	<u>Nay</u>
Rauls	___	___
Rose	___	___
Young	___	___
Bowen	___	___

Absent: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Dusty Hosna

City Clerk

\*\*\*\*\*  
 AN ORDINANCE REPEALING AND REPLACING SECTION SEC. 515.060 OF THE CITY CODE  
 REGARDING PROHIBITED SIGNS  
 \*\*\*\*\*

Whereas, the Legislative Committee recognize and seek to address an apparent conflict in Sec. 515.060,

Whereas, the Legislative Committee recognize the need to allow for the removal of signs for public safety reasons by adding the appropriate language in Sec. 515.060,

Whereas, the Board of Aldermen, after due consideration, desires to repeal Section Sec. 515.060 in its entirety and replaced with language that allows for the removal of unlawful signage as listed in Sec. 515.060(A) in the City of Valley Park, Missouri.

BE IT ORDAINED, by the Board of Aldermen of the City of Valley Park, Missouri as follows:

Section One

SECTION 516.060 shall be repealed in its entirety and replaced to read as follows:

Section 515.060 Prohibited Signs

A. The following signs and advertising devices are hereby declared to be unlawful:

1. Animated signs;
2. Any sign erected in a location prohibited by this Chapter;
3. Any sign erected in a public easement or right-of-way;
4. Any sign erected so as to prevent free ingress to or egress from any door or window, or any other exit way required by the Building or Fire Codes of the City;
5. Any sign attached to any public utility pole, tree, fire hydrant, curb, sidewalk or other surface located on public property;
6. Any sign erected in any location where, by reason of its location, it will obstruct the view of any authorized traffic sign, signal, or other traffic control device. Nor may any sign, by reason of its shape, position or color, interfere with or be confused with any authorized traffic signal, sign or device. Further, no sign shall be erected in a location where it will obstruct vision of the public right-of-way to a vehicle operator during ingress to, egress from, or while traveling on the public right-of-way;
7. Any on-premises sign advertising an article or product not manufactured, assembled, processed, repaired or sold or a service not rendered upon the premises upon which the sign is located; in the event an on-premises sign ceases to be an on-premises sign because a conveyance of the property on which it is located separates it from the establishment to which it refers, that sign shall become prohibited as of the effective date of the conveyance;

8. Any sign or advertising device such as banners and pennants affixed on poles, wires, ropes or streamers, wind-operated devices, fluttering signs, pinwheels, streamers, banners, street banners, and "A" frames or other portable signs of like nature, and other similar contraptions or techniques except that these devices may be used for a period of thirty (30) days in any twelve (12) month period by permit from the Code Enforcement Officer;
9. Vehicle signs, except for standard advertising or identification markings which are painted on or permanently attached to the side of a business or commercial vehicle. Such business or commercial vehicles shall not be parked in any required parking space, nor in any excess parking space adjacent to a street right-of-way;
10. Off-site or off-premises signs except as provided in this Chapter;
11. Flashing signs, however, not including signs which carry constant or moving messages which shall not grow, melt, x-ray, twinkle, snow or flash;
12. Portable signs, signs not permanently affixed to the ground; and
13. Signs which contain characters, cartoons, or contain statements, words or pictures of an obscene, indecent, prurient, or immoral character.

B. Any sign in violation of sub-section A can be removed by the City of Valley Park and will be held by the Director of Public Works for a period of ten (10) days after which the sign(s) will be disposed.

Section Two

This Ordinance shall become effective from and after its passage and approval by the Mayor.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS \_\_\_\_ DAY OF JULY, 2020.

\_\_\_\_\_  
Mayor Chandra Webster

To approve Bill #2243

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>		<u>Aye</u>	<u>Nay</u>
Reynolds	___	___	Rauls	___	___
Halker	___	___	Rose	___	___
Walker	___	___	Young	___	___
White	___	___	Bowen	___	___

Absent: \_\_\_\_\_



ATTEST:

---

Dusty Hosna

City Clerk

\*\*\*\*\*  
 AN ORDINANCE AMENDING SECTION SEC. 405.610(5) OF THE CITY CODE REGARDING  
 CONDITIONAL USE PERMIT PROCEDURE  
 \*\*\*\*\*

Whereas, the Legislative Committee and the Planning and Zoning Commission recognize the need to expand the ability for the general public to address the Board of Aldermen during the Conditional Use Permit Procedure in Sec. 405.610(5),

Whereas, the Legislative Committee and the Planning and Zoning Commission seek to require a public hearing before the Board of Aldermen prior to the formal presentation of a Conditional Use Permit to the Board of Aldermen for approval pursuant to Sec 405.610 by adding the appropriate language in Sec. 405.610(5),

Whereas, the Legislative Committee and Planning & Zoning Commission desire that the public hearing as described conform to the requirements of Sec. 405.920.

Whereas, the Board of Aldermen, after due consideration, desires to repeal Section Sec. 405.610(5) in its entirety and replaced with language that requires a public hearing before the Board of Aldermen when considering the passage of a Conditional Use Permit in the City of Valley Park, Missouri.

BE IT ORDAINED, by the Board of Aldermen of the City of Valley Park, Missouri as follows:

Section One

Section 405.610(5) Conditional Use Permit Procedure shall be amended as follows:

5. *Permit effective, when.* Unless the Board of Aldermen exercises its power of review, or a duly filed protest is received by the City Clerk, a conditional use permit, or an amendment thereto, shall become effective **following a public hearing pursuant to Section 405.920** and the regularly scheduled meeting of the Board of Aldermen at which the report of the Planning and Zoning Commission concerning the proposed conditional use permit is received. In the event that a conditional use permit is filed in conjunction with a change of zoning, the permit shall not become effective until the date of enactment of the ordinance authorizing the zoning change. In the event that some additional approval is required by some other governmental authority or agency, the permit shall not become effective until that approval is received.

Section Two

This Ordinance shall become effective from and after its passage and approval by the Mayor.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS \_\_\_\_ DAY OF JULY, 2020.

Mayor Chandra Webster

To approve Bill #2244

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Reynolds	___	___
Halker	___	___
Walker	___	___
White	___	___

	<u>Aye</u>	<u>Nay</u>
Rauls	___	___
Rose	___	___
Young	___	___
Bowen	___	___

Absent: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Dusty Hosna

City Clerk

# Memo

**To:** Board of Aldermen  
**From:** Dusty Hosna  
**cc:**  
**Date:** July 20, 2020  
**Re:** Poll of the Board – June 30, 2020 – Real WC Soccer Contract

---

On June 30, 2020, a poll of the Board of Aldermen was performed asking the following question:

Last night, the Board of Aldermen voted to approve Resolution 06-29-20-1 approving a contract with Real WC Soccer club with the added stipulation of an addition of a 5% increase per year. Mr. DeNormandie presented the modified agreement to them this morning. They are not willing to sign the agreement at this time.

Staff spent several weeks in negotiations with Real Soccer Club to present the Board of Aldermen a contract to benefit both the soccer club and the city. Several meetings were held and several factors were considered when drafting the terms.

Real WC Soccer Club is willing to accept the original Exhibit A that was attached to Resolution 06-29-20-1. It is attached for your review. If the Board were to approve staff's recommendation to allow the Mayor to execute the original contract, we would pass a new resolution at the July 20, 2020 Board of Aldermen Meeting. We have also learned that Real WC Soccer club is in negotiations with the Fenton Athletic Association for similar use of their fields. Therefore, the following question is presented to the Board of Aldermen:

**Do you authorize the Mayor to execute the original contract as presented as "Exhibit A" on Resolution 06-29-20-01 with Real Soccer Club?**

YES

NO

Votes:

	Aye	Nay		Aye	Nay
Reynolds	___	___	Rauls	_X_	___
Halker	_X_	___	Rose	___	___
Walker	_X_	___	Young	_X_	___
White	_X_	___	Bowen	___	___

No vote recorded: Reynolds, Rose, Bowen

## Detailed list of June/July 2020

Vendor Name	Amount	Description
Sumner One	344.71	Lease/Rental on Copier/Printer
FKG Oil	70.07	Fuel for Tom and Gils vehicles
Engelmeyer & Pezzani	800.00	Prosecuting Attorney Fees
Hartford Insurance Co	3,358.00	Flood Ins for City Hall
Hartford Insurance Co	1,499.00	Flood Ins for Small Garage
Hartford Insurance Co	1,997.00	Flood Ins for Brignole Center
Hartford Insurance Co	1,197.00	Flood Ins for Concession Stand at Ball Field
Hartford Insurance Co	843.00	Flood Ins for Ballpark Bathroom
Johnny on the Spot	88.50	VP Parks Dept 1111 Cal Hendrick Way
Johnny on the Spot	184.00	VP Parks Real Wc Soccer 1111 Cal Hendrick way
Rejis	6.00	12 Pams Case for Show Me Courts
St Louis County Police Department	133,775.67	Full Service Contract
St Louis County Justice Service	30.00	Inmate Housing
Zobrio	3,294.00	Abila MIP Support Client Care Agreement for 10/16/20 to 10/15/21
Zobrio	3,408.00	ZAI Banking Annual Subscription (Zobrio Cash Management)
PGAV Planners	2,362.50	Medical Marijuana Ordinance, site plan review, Simpson Annexation and Zoning, Code revisions discussion
Dutch Hollow Supplies	99.95	Pheno D Aerosol Antimicrobial Deodorizer
Cintas	101.35	First Aid Supply for Garage
Royal Papers	352.54	trash can lines, towel, tissue paper
SC Engineering	225.00	Honest Junk Sign, Oil change property training conf call, review of grant application process and updated funding
SC Engineering	118.75	
Farm and Home	53.98	Ratchet straps
Kirkwood Material Supply	132.25	Top Soil for Xavier CT
Lawson Products	102.14	Single Flashstrobe Light
Medart Engine	333.48	Bld Dixie, ecel, dixon
Meramec Valley Transfer	12,303.95	Trash for 6/01 to 6/30/20
Advantage Air	182.00	Repaired burned Wires
Northwest Automotive	15.90	4 way Flat ext 5ft
Energy Petroleum	110.41	pps rotary pump
Simpson Materials	144.00	Com c Ward 1
Simpson Materials	59.80	1' minus xavier
Simpson Materials	266.84	1' minus xavier
Simpson Materials	265.44	com c Lookout
Simpson Materials	523.68	com c Lookout
Stonegate Auto Parts	134.66	Air compressor hose, circuit tester, filter, spin on hydraulic, wire loom
Sydenstriker Nobbe	20.47	Ring, Drain plug
Heavy Duty Equipment	44.40	Retainer Blade
Tire Shredders Unlimited	28.00	12 Tires and 4 Rims
Truck Centers	708.28	Control-HVAC, /Switch HVAC Dual, Function, Switch Pressure Binary, a/c compressor, Receiver-dryer, low, Motor Blower
Valley Materials	4,938.00	7.25 sk. Mer.stone xavier ct
Mercy Occupational Health	74.00	Drug Test Rose Lagrand

Mercy Occupational Health	48.00	Drug Test Jesse Autry
MRC	240.00	Recycling of 6 TV
Valley Park Elevator	202.04	Straw,brush, Concrete, locks, Weed Killer, bolts, cable clamps
Pomps	2,999.99	7 11r22. 5/16 Hankook, brass truck valve
Energy Petroleum	382.59	2 ultra prem ls dyed (all Seasons)
St Louis Composting	612.50	Yard waste for 6/02 to 6/24/20
Republic Services Recycling	1,740.79	Recycling for 6/03 to 6/25/20
Club Car Wash	80.00	Car Washes for City Vehicle
Armor Equipment	1,988.00	4 2 yard hd Rear load Containers
Armor Equipment	71.46	Swivel Caster
Armor Equipment	291.78	XHE054-5956 Tube
A & M Lawn Equipment	370.00	Bolt, clip, wing knob, fuel gauage, pulley, belts

183,623.87

## City of Valley Park

### Invoices Selected for Payment - BILL LIST FOR BOARD APPROVAL

Vendor ID	Vendor Name	Invoice Number	Invoice Amount	Cash Required
101	A & M LAWN EQUIPMENT & SALES	889	370.00	370.00
106	Advantage Air LLC	3655	182.00	182.00
114	ARMOR EQUIPMENT	10019	71.46	71.46
114	ARMOR EQUIPMENT	123128	291.78	291.78
114	ARMOR EQUIPMENT	9873	1,988.00	1,988.00
138	CINTAS CORPORATION	5017808733	101.35	101.35
142	Sumner One	lg06581020	344.71	344.71
157	Energy Petroleum Company	6298509	382.59	382.59
157	Energy Petroleum Company	714902	110.41	110.41
158	ENGELMEYER & PEZZANI LLC	VP PAF Jul 2020	800.00	800.00
165	FKG Oil Company	i-0080133	70.07	70.07
180	Hartford Insurance Company	12655176-13058...	1,197.00	1,197.00
180	Hartford Insurance Company	12655198-13058...	843.00	843.00
180	Hartford Insurance Company	16451550-13058...	1,997.00	1,997.00
180	Hartford Insurance Company	16451554-13058...	1,499.00	1,499.00
180	Hartford Insurance Company	16452431-13058...	3,358.00	3,358.00
187	Johnny on the Spot	0347-000233555	184.00	184.00
187	Johnny on the Spot	0347-000234069	88.50	88.50
202	MEDART INC.	2379090	333.48	333.48
204	MERCY CORPORATE HEALTH	557937	48.00	48.00
204	MERCY CORPORATE HEALTH	558376	74.00	74.00
222	MRC RECYCLING	2020-0609	240.00	240.00
227	Northwest Automotive & Croft Trailer	103429	15.90	15.90
245	REJIS COMMISSION	442260	6.00	6.00
255	Simpson Materials Company, LLC	4356202	266.84	266.84
255	Simpson Materials Company, LLC	4356570	59.80	59.80
255	Simpson Materials Company, LLC	6237820	265.44	265.44
255	Simpson Materials Company, LLC	6237830	523.68	523.68
255	Simpson Materials Company, LLC	6237948	144.00	144.00
263	ST. LOUIS COMPOSTING INC.	63020 ST Comp	612.50	612.50
266	ST. LOUIS COUNTY TREASURER	129258	30.00	30.00
266	ST. LOUIS COUNTY TREASURER	129285	133,775.67	133,775.67
271	STONEGATE AUTO PARTS INC	63020 SGAP	134.66	134.66
277	TIRE SHREDDERS UNLIMITED	295223	28.00	28.00
281	TRUCK CENTERS INC.	f150571561	211.71	211.71
281	TRUCK CENTERS INC.	f150571815	88.92	88.92
281	TRUCK CENTERS INC.	f150572003	272.58	272.58
281	TRUCK CENTERS INC.	f150576480	135.07	135.07
288	VALLEY MATERIAL COMPANY	180376/180683	4,938.00	4,938.00
290	VALLEY PARK ELEVATOR	62920 VPE	202.04	202.04
312	Zobrio	19725	3,294.00	3,294.00
312	Zobrio	19730	3,408.00	3,408.00
323	Farm & Home Supply	1743818	53.98	53.98
331	Lawson Products	9307653937	102.14	102.14
334	PGAV Planners	112379	2,362.50	2,362.50
346	Royal Papers	L973305	352.54	352.54
387	Kirkwood Material Supply	5741/6023	132.25	132.25
431	Pomp's Tire Service, Inc.	1240020020/20349	2,999.99	2,999.99
433	SC Engineering, LLC	SC6082	225.00	225.00
433	SC Engineering, LLC	sc6083	118.75	118.75
440	Republic Services Recycling South - 30...	3015-000028956	1,740.79	1,740.79
474	Meramec Valley Transfer Station	4360 000005556	12,303.95	12,303.95
484	Club Car Wash Operatiing	inv00052	80.00	80.00
511	Heavy Duty Equipment	211203	44.40	44.40
545	Sydenstricker Nobbe Partners	9222795	20.47	20.47
566	Dutch Hollow Supplies	249101	99.95	99.95



# City of Valley Park

## Invoices Selected for Payment - BILL LIST FOR BOARD APPROVAL

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Cash Required</u>
Report Total			183,623.87	183,623.87

# PAYMENT PAGE

Commercial Account 6035 3225 3197 5765  
Statement Date 06/12/20

View, manage and pay your account online at  
[myhomedepotaccount.com](http://myhomedepotaccount.com)



Remit payment and make checks payable to:  
HOME DEPOT CREDIT SERVICES  
DEPT. 32 - 2531975765  
PO BOX 9001043  
LOUISVILLE, KY 40290-1043

Invoices to  
Be Paid

IMPORTANT:

To ensure accurate posting of your payment, please indicate which invoices you are paying by checking the appropriate box below. To apply a credit to an invoice, write in the invoice number of the debit transaction that you would like to have applied to, in the "Invoice Number" column next to the credit. Please remit entire Payment Page(s) when sending payment.

## CURRENT ACTIVITY

Transaction Date	Invoice #	Original Invoice Amount	Amount Due	Payment Due Date	Check if Paying	Payment Amount (if less than Amount Due)
05/13/20	4521597	\$95.91	\$95.91	07/01/20	<input type="checkbox"/>	\$

Page 5 of 8

Your Account Number is 6035 3225 3197 5765



P.O. Box 790420  
St. Louis, MO 63179

For proper credit, please write  
6035 3225 3197 5765  
on your check and enclose  
with this payment coupon.

Statement Date  
Account Balance  
Check here if paying  
all invoices

06/12/20  
\$95.91

Statement Enclosed

Amount Enclosed: \$

--	--	--	--	--	--	--	--	--	--

Print address changes on the reverse side.  
Make Checks Payable to ▼

CITY OF VALLEY PARK  
320 BENTON ST  
STE A  
VALLEY PARK, MO 63088-1735

HOME DEPOT CREDIT SERVICES  
DEPT. 32 - 2531975765  
PO BOX 9001043  
LOUISVILLE, KY 40290-1043



03400 0000000 0009591 0000000 06035322531975765 1207

576504





Commercial Account



# ACCOUNT ACTIVITY STATEMENT

RETURN MAIL ADDRESS  
PO BOX 790420  
ST. LOUIS, MO 63179

Commercial Account: 6035 3225 3197 5765  
Statement Date 06/12/20  
Credit Line \$14,100  
Credit Available \$14,004

CITY OF VALLEY PARK  
320 BENTON ST  
STE A  
VALLEY PARK, MO 63088-1735

**Account Balance \$95.91**

## Account Information

*Please see Payment Page(s) for Amount Due and Payment Due Date(s)*

Current Payments and Unapplied Payments	-\$358.48
Current Purchases and Debits	\$95.91
Current Returns, Exchanges and Adjustments	\$0.00
Previously Billed Invoices	\$0.00



### Your job made easier with truck and van rentals at over 1,600 stores.

For products, pricing, and availability, visit [homedepot.com/rental](http://homedepot.com/rental)



### SPECIAL NOTICE

Don't forget, 1-Year returns credited back to your Home Depot Card\*

Additional benefits available to Commercial Card Holders:

- **60-day Terms:** On new purchases, receive net 60 payment terms with no late fees if paid in full
- **Fuel savings:** Earn Fuel savings for every \$100 of qualifying purchases made using your The Home Depot Commercial Account

Visit [homedepot.com/cardbenefits](http://homedepot.com/cardbenefits) to take advantage of 60-day payment terms and get more information on fuel savings including participating station availability and how to order more redemption cards

\*Refer to The Home Depot Returns Policy for details

**Important Changes:** Our Privacy Notice has changed and can be found at [www.citi.com/privacy](http://www.citi.com/privacy).

### CURRENT PAYMENTS AND UNAPPLIED PAYMENTS

Payments received since the last statement period.  
Please contact us with your instructions on how to apply to specific invoices.

Date	Amount
05/25/20	-\$358.48
<b>Total</b>	<b>-\$358.48</b>

### CURRENT PURCHASES AND DEBITS

Date	Purchase Location/Description	Invoice #	Purchase Order/Job Name	Customer Agreement #	Amount	Due Date
05/13/20	THE HOME DEPOT ST. LOUIS, MO	4521597	CONCRET		\$95.91	07/01/20
<b>TOTAL</b>					<b>\$95.91</b>	

Questions About Your Account

ACCT MGR ROXY RUSSELL EXT 4676942  
PHONE 1-800-494-1946  
FAX 1-877-969-6282  
EMAIL ROXY.RUSSELL@CITI.COM

Send Billing Inquiries to:  
HOME DEPOT CREDIT SERVICES  
PO Box 790340  
St. Louis, MO 63179-0340

Send a SECURE MESSAGE right now to a customer service professional online at [myhomedepotaccount.com](http://myhomedepotaccount.com)

576502





Commercial Account



Remit payment and make checks payable to:  
HOME DEPOT CREDIT SERVICES  
DEPT. 32 - 2531975765  
PO BOX 9001043  
LOUISVILLE, KY 40290-1043

# INVOICE DETAIL

**BILL TO:**  
Acct: 6035 3225 9197 5765  
CITY OF VALLEY PARK

<b>Amount Due:</b>	<b>Trans Date:</b>	<b>DUE DATE:</b>	<b>Invoice #:</b>
\$95.91	05/13/20	07/01/20	4521597
<b>PO: CONCRET</b>		<b>Store: 3007, ST. LOUIS, MO</b>	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
BLBOOT9	00006028750000900006	1.0000 EA	\$18.00	\$18.00
BLBOOT9	00006028750000900006	1.0000 EA	\$18.00	\$18.00
SIZE 11 BLK PVC BOOTS	00006028780000900006	1.0000 EA	\$19.97	\$19.97
SIZE 11 BLK PVC BOOTS	00006028780000900006	1.0000 EA	\$19.97	\$19.97
SIZE 11 BLK PVC BOOTS	00006028780000900006	1.0000 EA	\$19.97	\$19.97

**Purchased by:** VALLEY PARK ID RQRD CITY  
**Customer #:** 00007

<b>SUBTOTAL</b>	\$95.91
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$95.91

576505



June 2020 VISA BREAKDOWN # 135

Date	Customer	gl	amount
6/1/2020	rebate credit	01-0000-5175	(\$80.33)
		<b>01-0000-5175 Total</b>	<b>(\$80.33)</b>
6/21/2020	Microsoft monthly billing (5/18 to 6/17/20 3 employees	01-1000-6124	\$12.00
6/9/2020	Amazon ( Laptop for Show me courts)	01-1000-6124	\$1,325.00
		<b>01-1000-6124 Total</b>	<b>\$1,337.00</b>
6/2/2020	Late Fee (Enterprise to Credit Back )	01-1000-6126	(\$35.00)
6/2/2020	Interest charge (Enterprise to Credit Back)	01-1000-6126	(\$32.92)
6/1/2020	Amazon (Laptop Sleeve Case for Dusty)	01-1000-6126	\$10.98
		<b>01-1000-6126 Total</b>	<b>(\$56.94)</b>
6/19/2020	Amazon (Tripod for Lt Gomez we alread been reimbursed for	01-1000-6186	\$29.59
		<b>01-1000-6186 Total</b>	<b>\$29.59</b>
6/23/2020	Amazon (17 x30 pack Spring Snap Hooks)	01-1200-6125	\$367.37
		<b>01-1200-6125 Total</b>	<b>\$367.37</b>
6/1/2020	Amazon (Red Cardstock for Tom and Gil)	01-1400-6126	\$26.98
		<b>01-1400-6126 Total</b>	<b>\$26.98</b>
6/5/2020	Zoom for 1 Year to Hold court	17-0000-6203	\$149.90
		<b>17-0000-6203 Total</b>	<b>\$149.90</b>
6/16/2020	Amazon ( High Flo 12 Volt Sprayer)	17-2700-6162	\$127.86
		<b>17-2700-6162 Total</b>	<b>\$127.86</b>
		<b>Grand Total</b>	<b>\$1,901.43</b>



**Account Summary**

Billing Cycle 06/30/2020  
 Days In Billing Cycle 30  
 Previous Balance \$10,982.86  
 Purchases + \$2,049.68  
 Cash + \$0.00  
 Balance Transfers + \$0.00  
 Special + \$0.00  
 Credits - \$148.25  
 Payments - \$10,982.86  
 Other Charges + \$0.00  
 Finance Charges + \$0.00

**NEW BALANCE \$1,901.43**

**Credit Summary**

Total Credit Line \$25,000.00  
 Available Credit Line \$23,098.57  
 Available Cash \$0.00  
 Amount Over Credit Line \$0.00  
 Amount Past Due \$0.00  
 Disputed Amount \$0.00

**Account Inquiries**



Call us at: (844) 697-1178  
 Lost or Stolen Card: (866) 839-3485



Write us at PO BOX 31535, TAMPA, FL 33631-3535

**Payment Summary**

**NEW BALANCE \$1,901.43**  
**MINIMUM PAYMENT \$48.00**  
**PAYMENT DUE DATE 07/25/2020**

*NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.*

**Corporate Activity**

				<b>TOTAL CORPORATE ACTIVITY</b>	<b>\$11,050.78-</b>
Trans Date	Post Date	Reference Number	Transaction Description	Amount	
05/29	06/02	74142960154001203501573	PAYMENT - THANK YOU	\$2,910.84-	
05/29	06/02	74142960154033154471020	LATE FEE - REVERSAL	\$35.00-	
05/31	06/02	74142960154034154572000	FINANCE CHARGE CREDIT	\$32.92-	
06/16	06/17	74142960169001203602614	PAYMENT - THANK YOU	\$8,072.02-	

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT.....

ENTERPRISE BANK & TRUST  
 1281 N WARSON ROAD  
 SAINT LOUIS MO 63132-1805



**Account Number**

#### #### #### 5740

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

<b>Closing Date</b>	<b>New Balance</b>	<b>Total Minimum Payment Due</b>	<b>Payment Due Date</b>
06/30/20	\$1,901.43	\$48.00	07/25/20

\$

BL ACCT 0000296-1000000  
 CITY OF VALLEY PARK  
 320 BENTON ST  
 ATTN: WILLIAM HANKS  
 VALLEY PARK MO 63088



MAKE CHECK PAYABLE TO:



ENTERPRISE BANK & TRUST  
 PO BOX 6818  
 CAROL STREAM IL 60197-6818



BL ACCT 00000296-1000000  
 CITY OF VALLEY PARK  
 Account Number: ##### 5740  
 Page 3 of 3

Cardholder Account Summary					
FEE ACCT 00000296-010000000 ##### 5757	Payments & Other Credits \$80.33-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$80.33-	
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/31	06/01		74142962005000000002650	REBATE CREDIT	\$80.33-

Cardholder Account Summary				
CITY OF VALLEY PARK ##### 2555	Payments & Other Credits \$0.00	Purchases & Other Charges \$2,049.68	Cash Advances \$0.00	Total Activity \$2,049.68

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/01	06/01	PBUS03	24692160153100801391358	AMZN Mktp US*MY4YJ5JB1 Amzn.com/bill WA	\$10.98 ✓
06/01	06/01	PBUS03	24431060153083754281230	AMAZON.COM*M78009UP2 AMZN AMZN.COM/BILL WA	\$26.98 ✓
06/05	06/07	PBUS03	24493980158026461191563	ZOOM.US 888-799-9666 CA	\$149.90 ✓
06/09	06/09	PBUS03	24692160161100072081027	AMZN Mktp US*MY75J7GH2 Amzn.com/bill WA	\$1,325.00 ✓
06/16	06/17	PBUS03	24692160168100010437417	AMZN Mktp US*MS73B2JQ1 Amzn.com/bill WA	\$127.86 ✓
06/20	06/21	PBUS03	24692160172100116795324	AMZN Mktp US*MS06Q2H11 Amzn.com/bill WA	\$29.59 ✓
06/21	06/22	PBUS03	24430990173400813017311	MSFT * E0500BGJDR 800-642-7676 WA	\$12.00 ✓
06/23	06/23	PBUS03	24692160175100539263683	AMZN Mktp US*MS97R0DZ1 Amzn.com/bill WA	\$367.37 ✓

**Additional Information About Your Account**  
 MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO [WWW.EZCARDINFO.COM](http://WWW.EZCARDINFO.COM) AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH EZCARDINFO. ENROLL TODAY!

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM <sup>1</sup>	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
<b>Purchases</b>									
PBUS03 001	PURCHASE	E	\$0.00	0.03685%(D)	13.4900%(V)	\$0.00	\$0.00	0.0000%	\$1,901.43
<b>Cash</b>									
CBUS01 001	CASH	A	\$0.00	0.06418%(D)	23.4900%(V)	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 30		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
<sup>1</sup> FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									

15-0000

Sam club #250

June

date

GL

amount

6/15/2020 Shop towels

01-1100-6117

59.92

6/15/2020 Cleaning Supplies

01-1000-6178

21.76

Soda, water, paper  
plates, deserts,

5/28/2020 chips for meeting

01-1000-6174

73.64

6/23/2020 interest

01-1000-6195

2.28

157.60



# Sam's Club® Credit

**CITY OF VALLEY PARK**  
**Account Number ending in 1794**

**Statement Closing Date 06/23/2020**

Visit [samsclub.com/credit](http://samsclub.com/credit) or Call 1-800-203-5764

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Payment Information	
New Balance	\$157.60
Total Minimum	
Payment Due	\$50.00
Payment Due Date	07/13/2020

Account Summary	
Previous Balance as of 05/24/2020	\$58.68
Payments	-58.61
Purchases/Debits	+155.32
Interest Charges	+2.21
<b>New Balance as of 06/23/2020</b>	<b>\$157.60</b>

Credit Limit	\$2,200
Available Credit	\$2,042
Statement Closing Date	06/23/2020
Days in Billing Cycle	31

To make a payment, please visit us online or mail your payment using the coupon below. Payments are also accepted at your local CheckFreePay\* or MoneyGram locations\*. \* Fees may apply.

### Transaction Summary

Tran	Post	Date	Transaction Reference #	Description	Amount
05/28	05/28		P928000H601FTMVFN	SAM'S CLUB 008182 SAINT LOUIS MO SAM'S/WAL-MART PURCHASE(S)	\$73.64
06/15	06/15		P928000HR01KXGMFZ	SAM'S CLUB 004741 SAINT LOUIS MO SAM'S/WAL-MART PURCHASE(S)	\$81.68
				Total for CITY OF VALLEY PARK	\$155.32
06/06	06/06		P928000HG0143907W	PAYMENT - THANK YOU	-\$58.61
06/23	06/23		*INTEREST CHARGE*	PURCHASES \$2.21	\$2.21

**NOTICE: We may convert your payment into an electronic debit. See reverse side for details, Billing Rights and other important information.**

**MEMBER SERVICE: For Account Information log on to [samsclub.com/credit](http://samsclub.com/credit). This account is not registered. The authentication code is: ZYSV097. Or call toll-free 1-800-203-5764.**

6709 0005 A7H 1 7 23 200623 PAGE 1 of 5 9280 2000 MP17 01EW6709 82203

Detach and mail this portion with your check. Do not include any correspondence with your check.



**sam's club**

Payment Enclosed: Please use blue or black ink.

\$

New address or email? Print changes on back.

Account Number: 6046 0020 3928 1794

Total Minimum Payment Due	Payment Due Date	New Balance
\$50.00	07/13/2020	\$157.60

CITY OF VALLEY PARK  
 HANKS BILL  
 320 BENTON ST  
 VALLEY PARK MO 63088-1735

82203  
 N106



Make Payment to: SAM'S CLUB/SYNCHRONY BANK  
 P.O. BOX 530981  
 ATLANTA, GA 30353-0981



00050000005861 000500000015760 000604600 2039281 79422

**CITY OF VALLEY PARK**

**ACCOUNT #:** 6046 0020 3928 1794      **DATE OF SALE #:** 200528      **P.O. #:**  
**INVOICE#:** 000000      **AUTHORIZATION #:** 000401      **CLUB #:** 8182  
**REFERENCE #:** P928000H601FTMVFN      **TRANSACTION #:** 0      **REGISTER #:** 5

<u>S.K.U</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXT PRICE</u>
030089094	MM PURIFIED WATER	1.000	EA	\$2.9800	\$2.98
050535902	DR PEPPER	1.000	EA	\$6.6800	\$6.68
053415987	SPRITE	1.000	EA	\$10.1800	\$10.18
053460626	PREMIERE MIX	1.000	EA	\$13.3800	\$13.38
053790648	MM 10 1/16 IN PLATE	1.000	EA	\$15.4800	\$15.48
053937321	CHOCOLATE CHUNK	2.000	EA	\$5.9800	\$11.96
054430756	CLASSIC VP	1.000	EA	\$12.9800	\$12.98
<b>SUB \$73.64</b>		<b>TAX \$0.00</b>		<b>TOTAL INVOICE</b>	<b>\$73.64</b>
				<b>CREDITS TOTAL</b>	<b>\$0.00</b>
				<b>BALANCE DUE</b>	<b>\$73.64</b>

**CITY OF VALLEY PARK**

**ACCOUNT #:** 6046 0020 3928 1794      **DATE OF SALE #:** 200615      **P.O. #:**  
**INVOICE#:** 000000      **AUTHORIZATION #:** 000427      **CLUB #:** 4741  
**REFERENCE #:** P928000HR01KXGMFZ      **TRANSACTION #:** 0      **REGISTER #:** 6

<u>S.K.U</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXT PRICE</u>
052158098	PLEDGE	1.000	EA	\$11.8800	\$11.88
053648846	FEBREZE LANDSCAPE	1.000	EA	\$9.8800	\$9.88
054613551	100 PK SHOP TOWELS	4.000	EA	\$14.9800	\$59.92
<b>SUB \$81.68</b>		<b>TAX \$0.00</b>		<b>TOTAL INVOICE</b>	<b>\$81.68</b>
				<b>CREDITS TOTAL</b>	<b>\$0.00</b>
				<b>BALANCE DUE</b>	<b>\$81.68</b>

Prosecuting Attorney Fees

Vendor 158

Engelmeyer & Pezzani LLC

800.00

01-1000-6251

July 15,2020

Inv VP PAF Jul 2020



ARTHUR J GALLAGHER & CO - ST LOUIS  
425 NORTH NEW BALLAS ROAD  
ST LOUIS, MO 63141



**Mail To :**

CITY OF VALLEY PARK  
320 BENTON ST  
VALLEY PARK, MO 630881735

**Agent :** JAMES M AGNEW  
ARTHUR J GALLAGHER & CO - ST LOUIS  
425 NORTH NEW BALLAS ROAD  
ST LOUIS, MO 63141  
(314) 965-4346

**RENEWAL NOTICE**

Your flood insurance policy will expire on 07/30/2020. Please follow renewal instructions on the remittance coupon below.

**Policy Number :** 29080191852019  
**Policy Expiration Date :** 07/30/2020  
**Loan Number :** N/A  
**Billing Date :** 05/31/2020  
**Payor :** Insured  
**Insured Property Location :**  
NE CORNER 200 ST LOUIS  
VALLEY PARK, MO 630880000

*180*  
*concessions street*  
*01-1000-6160*

Coverage Options	Coverage Amounts		Deductibles		Premium	
	Building	Contents	Building	Contents		
A. Current coverage	74,600.00	0.00	2,000.00	0.00		1,197.00
B. Increased coverage	82,100.00	0.00	2,000.00	0.00		1,286.00

This renewal offer is being made on behalf of Hartford Fire Insurance Company  
Follow the instructions below to pay your renewal premium online with a credit card or electronic check.

- Visit <https://TheHartford.ManageFlood.com> and select "Pay Renewal Online".
- Enter your policy information and follow the instructions to select your payment type and available coverage amounts if applicable.
- You will immediately receive a copy of your renewal declarations page.

See reverse of this notice for important additional information

IF PAYING BY CHECK OR MONEY ORDER PLEASE DETACH HERE AND SEND THIS PORTION WITH YOUR PAYMENT.



**Insured Name :** CITY OF VALLEY PARK

**Renewal Date :** 07/30/2020

**Policy No :** 29080191852019

**Bill ID :** 12655176-130581529

**Select One:**  Option A  Option B  
\$1,197      \$1,286

**Amount** \$ .00

**To pay by check or money order :**

- Make payment for the exact amount of the coverage option you selected.
- Full payment is required for the option selected.
- Write your policy number on your check or money order.
- Return this portion in the attached return envelope.

**Make check or money order payable to :**

Hartford Fire Insurance Company  
PO BOX 913385  
DENVER, CO 80291-3385

000012655176 000130581529 6



ARTHUR J GALLAGHER & CO - ST LOUIS  
425 NORTH NEW BALLAS ROAD  
ST LOUIS, MO 63141



Mail To :

CITY OF VALLEY PARK  
320 BENTON ST  
VALLEY PARK, MO 630881735

Agent : JAMES M AGNEW  
ARTHUR J GALLAGHER & CO - ST LOUIS  
425 NORTH NEW BALLAS ROAD  
ST LOUIS, MO 63141  
(314) 965-4346

**RENEWAL NOTICE**

Your flood insurance policy will expire on 07/30/2020. Please follow renewal instructions on the remittance coupon below.

Policy Number : 99058842842019  
Policy Expiration Date : 07/30/2020  
Loan Number : N/A  
Billing Date : 05/31/2020  
Payor : Insured

*180*  
*01-1000*  
*6/160*

Insured Property Location :  
200 SAINT LOUIS AVE  
VALLEY PARK, MO 630880000

*Brignelle Center*

Coverage Options	Coverage Amounts		Deductibles		Premium
	Building	Contents	Building	Contents	
A. Current coverage	300,000.00	50,000.00	1,250.00	1,250.00	1,997.00
B. Increased coverage	350,000.00	100,000.00	1,250.00	1,250.00	2,272.00

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- Enter your policy information and follow the instructions to select your payment type and available coverage amounts if applicable.
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IF PAYING BY CHECK OR MONEY ORDER PLEASE DETACH HERE AND SEND THIS PORTION WITH YOUR PAYMENT.



Insured Name : CITY OF VALLEY PARK

Renewal Date : 07/30/2020

Policy No : 99058842842019

Bill ID : 16451550-130582047

Select One:  Option A  Option B  
\$1,997          \$2,272

Amount \$ 00011997.00

**To pay by check or money order :**

- Make payment for the exact amount of the coverage option you selected.
- Full payment is required for the option selected.
- Write your policy number on your check or money order.
- Return this portion in the attached return envelope.

Make check or money order payable to :

Hartford Fire Insurance Company  
PO BOX 913385  
DENVER. CO 80291-3385



ARTHUR J GALLAGHER & CO - ST LOUIS  
425 NORTH NEW BALLAS ROAD  
ST LOUIS, MO 63141



Mail To :

CITY OF VALLEY PARK  
320 BENTON ST  
VALLEY PARK, MO 630881735

Agent : JAMES M AGNEW  
ARTHUR J GALLAGHER & CO - ST LOUIS  
425 NORTH NEW BALLAS ROAD  
ST LOUIS, MO 63141  
(314) 965-4346

**RENEWAL NOTICE**

Your flood insurance policy will expire on 07/30/2020. Please follow renewal instructions on the remittance coupon below.

Policy Number : 99058842862019  
Policy Expiration Date : 07/30/2020  
Loan Number : N/A  
Billing Date : 05/31/2020  
Payor : Insured  
Insured Property Location :  
320 BENTON ST  
VALLEY PARK, MO 630881735

*180*  
*small garage*  
*61-1000-6160*

Coverage Options	Coverage Amounts		Deductibles		Premium	
	Building	Contents	Building	Contents		
A. Current coverage	150,000.00	50,000.00	1,250.00	1,250.00	1,499.00	
B. Increased coverage	200,000.00	100,000.00	1,250.00	1,250.00	1,902.00	

This renewal offer is being made on behalf of Hartford Fire Insurance Company

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- Enter your policy information and follow the instructions to select your payment type and available coverage amounts if applicable.
- You will immediately receive a copy of your renewal declarations page.

See reverse of this notice for important additional information

IF PAYING BY CHECK OR MONEY ORDER PLEASE DETACH HERE AND SEND THIS PORTION WITH YOUR PAYMENT.



To pay by check or money order :

- Make payment for the exact amount of the coverage option you selected.
- Full payment is required for the option selected.
- Write your policy number on your check or money order.
- Return this portion in the attached return envelope.

Insured Name : CITY OF VALLEY PARK

Renewal Date : 07/30/2020

Policy No : 99058842862019

Bill ID : 16451554-130582063

Select One:  Option A  Option B

\$1,499 \$1,902

Amount

\$ .00

Make check or money order payable to :

Hartford Fire Insurance Company  
PO BOX 913385  
DENVER, CO 80291-3385

000016451554 000130582063 0



ARTHUR J GALLAGHER & CO - ST LOUIS  
425 NORTH NEW BALLAS ROAD  
ST LOUIS, MO 63141



**Mail To :**

CITY OF VALLEY PARK  
320 BENTON ST  
VALLEY PARK, MO 630881735

**Agent :** JAMES M AGNEW  
ARTHUR J GALLAGHER & CO - ST LOUIS  
425 NORTH NEW BALLAS ROAD  
ST LOUIS, MO 63141  
(314) 965-4346

**RENEWAL NOTICE**

Your flood insurance policy will expire on 07/30/2020. Please follow renewal instructions on the remittance coupon below.

**Policy Number :** 99058864992019  
**Policy Expiration Date :** 07/30/2020  
**Loan Number :** N/A  
**Billing Date :** 05/31/2020  
**Payor :** Insured  
**Insured Property Location :**  
320 BENTON ST  
VALLEY PARK, MO 630881735

*city hall*

*180  
01-1000-1060*

Coverage Options	Coverage Amounts		Deductibles		Premium
	Building	Contents	Building	Contents	
A. Current coverage	450,000.00	50,000.00	1,250.00	1,250.00	3,358.00
B. Increased coverage	500,000.00	100,000.00	1,250.00	1,250.00	3,868.00

This renewal offer is being made on behalf of Hartford Fire Insurance Company

Follow the instructions below to pay your renewal premium online with a credit card or electronic check.

- Visit <https://TheHartford.ManageFlood.com> and select "Pay Renewal Online".
- Enter your policy information and follow the instructions to select your payment type and available coverage amounts if applicable.
- You will immediately receive a copy of your renewal declarations page.

See reverse of this notice for important additional information

IF PAYING BY CHECK OR MONEY ORDER PLEASE DETACH HERE AND SEND THIS PORTION WITH YOUR PAYMENT.



**Insured Name :** CITY OF VALLEY PARK

**Renewal Date :** 07/30/2020

**Policy No :** 99058864992019

**Bill ID :** 16452431-130582075

**Select One:**  Option A  Option B  
\$3,358                      \$3,868

**Amount** \$   .00

**To pay by check or money order :**

- Make payment for the exact amount of the coverage option you selected.
- Full payment is required for the option selected.
- Write your policy number on your check or money order.
- Return this portion in the attached return envelope.

**Make check or money order payable to :**

Hartford Fire Insurance Company  
PO BOX 913385  
DENVER, CO 80291-3385

000016452431 000130582075 1



Remit To:  
 1741 South Big Bend Blvd  
 St Louis, MO  
 63117  
 (800) 796-4984

# Invoice

Page 1 of 2

**Date**  
**Invoice #**  
**Terms**  
**Due Date**

6/24/2020  
 INV19725

Due on receipt of invoice  
 6/24/2020

**Bill To**

City of Valley Park  
 320 Benton  
 Valley Park MO 63088

Quantity	Employee	Date	Description	Rate	Amount
1.00			<p>Abila MIP Support Client Care Agreement</p> <p>Service period October 16, 2020 through October 15, 2021.</p> <p><b>IMPORTANT NOTICE</b>            Your signature of this quote accepts the Terms of the Zobrio Client Care Agreement elective support service listed on our website at <a href="http://www2.zobrio.com/ccal">http://www2.zobrio.com/ccal</a></p> <p>Client Care Agreement Summary:</p> <p>The Client Care Agreement is an elective support service, which is offered to existing clients that have been users of the software and seek a service agreement at a fixed price point and includes:</p> <ul style="list-style-type: none"> <li>-Provide 800-number for basic helpdesk support relative to the currently licensed software products version level in their original or maintained form</li> <li>-Product enhancements provided, as they become available to the existing version level of the currently licensed software products</li> <li>-Software program operation and documentation materials will be made available to the Client for all of the software products that are currently licensed</li> <li>Payroll tax table updates</li> </ul> <p>Specifically excluded are support needs related to the following:</p> <ul style="list-style-type: none"> <li>-Enhancements or modifications to the software programs at the request of the user; such work would be considered a chargeable service</li> <li>-Support to new software products that are not currently licensed or implemented in a production environment by the client</li> <li>-Data restoration</li> <li>-New hardware or network configuration</li> <li>-Unsupported or sunsetted operating systems, hardware or network configuration</li> <li>-Modification of existing server due to network changes</li> <li>-Maintenance of existing server</li> <li>-New operating systems versions</li> </ul>		3,294.00

312

01-16-20 to 10-15-21



# Invoice



Remit To:  
1741 South Big Bend Blvd  
St Louis, MO  
63117  
(800) 796-4984

Page 2 of 2

**Date**  
**Invoice #**

6/24/2020  
INV19725

Quantity	Employee	Date	Description	Rate	Amount
			-New database or database management system versions -Correction of problems associated with operator error or negligence -Correction of corrupted data caused by other systems not covered by this Agreement -Conversion costs to new version releases -Training by phone for new or existing employees -Year End processing assistance of W-2's, 1099's and Affordable Care Act		

**Total** 3,294.00  
**Amount Due** \$3,294.00



Remit To:  
 1741 South Big Bend Blvd  
 St Louis, MO  
 63117  
 (800) 796-4984

# Invoice

**Date** 6/24/2020  
**Invoice #** INV19730  
**Terms** Due on receipt of invoice  
**Due Date** 6/24/2020

**Bill To**

City of Valley Park  
 320 Benton  
 Valley Park MO 63088

Quantity	Employee	Date	Description	Rate	Amount
1.00			ZAI BANKING- Annual Subscription (formerly known as Zobrio Cash Management).  Includes the following additional Modules: ZAI Cash Book ZAI Payables ZAI ePayments ZAI Attachments  For the service period October 1, 2020 through September 30, 2021.	3,408.00	3,408.00

3/2  
 01-1000-6050

**Total** 3,408.00  
**Amount Due** \$3,408.00

# Invoice



Peckham Guyton Albers & Viets, Inc.  
Architects Destinations Planners

200 North Broadway, Suite 1000  
St. Louis, Missouri 63102

PGAVPlanners.com  
314-231-7318

City Of Valley Park  
Tim Engelmeyer  
320 Benton Street  
Valley Park, MO 63088

Invoice number: 112379  
Date: 07/02/2020  
PGAV Project No: 3114500

Email Invoice: Dusty Hosna <DHosna@valleyparkmo.org>; Angela Turner <aturner@valleyparkmo.org>

### Project Description: Valley Park Continuing Services

Professional Services for the Period Ended June 27, 2020

### Consulting Services

Anna Krane

*Handwritten notes:*  
334  
01-1000-6172

Hours	Billing Rate	Billed Amount
17.50	135.00	2,362.50

**Invoice Total \$2,362.50**

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
112379	07/02/2020	2,362.50	2,362.50				
	Total	2,362.50	2,362.50	0.00	0.00	0.00	0.00

**NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

**Project:** 31145-00 Valley Park, MO - Continuing Services

<b>Employee Name</b>	<b>Tasks Completed</b>
Anna Krane	Medical marijuana ordinance and planning-zoning meeting discussion; PZ meeting (2hr) Medical Marijuana site plan review call 839 Meramec station re site plan review Smizer Mill Dispensary call 839 Meramec Valley site plan review report and Planning Commission Meeting Meeting at City Hall - Simpson Annexation and Zoning; medical marijuana memo Code revisions discussion with city; medical marijuana memo



City of Valley Park  
 Gerald Martin  
 320 Benton Street  
 Valley Park, MO 63088

Invoice number SC6082  
 Date 07/07/2020

Project **SC18-845 Plan Review Services - City of Valley Park**

**Professional Fees**

Engineer 2  
 Kevin J. Wolff  
 Billable Time

433

Date	Hours	Rate	Billed Amount
06/11/2020	1.00	75.00	75.00
<i>Honest Junk Sign Question</i>			
06/12/2020	2.00	75.00	150.00
<i>Drive Thru Question at Oil Change Property</i>			
Subtotal	3.00		225.00
Professional Fees subtotal	3.00		225.00
Invoice total			<b>225.00</b>

01-1400-6169  
 [Signature]

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
SC6082	07/07/2020	225.00	225.00				
Total		225.00	225.00	0.00	0.00	0.00	0.00

Interest of 1.5% per month will be charged to all accounts past due. Please Reference Invoice Number on Check.

**NOTICE TO OWNER:**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

NOTICE: THERE WILL BE A THREE PERCENT (3%) CONVENIENCE FEE ADDED TO ANY PAYMENTS MADE BY CREDIT CARD



City of Valley Park  
 Gerald Martin  
 320 Benton Street  
 Valley Park, MO 63088

Invoice number SC6083  
 Date 07/07/2020

Project **SC18-876 City Engineering Services -  
 City of Valley Park**

**Professional Fees**

433

Andrea K. Lohmeyer

Billable Time

06/18 Training conference call; review of revised grant application process and updated funding, akl

Hours	Rate	Billed Amount
1.25	95.00	118.75

Invoice total **118.75**

01-1200-6169  
 [Signature]

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
SC6083	07/07/2020	118.75	118.75				
	Total	118.75	118.75	0.00	0.00	0.00	0.00

Interest of 1.5% per month will be charged to all accounts past due. Please Reference Invoice Number on Check.

**NOTICE TO OWNER:**

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June 2020 Inspections			
6/2/2020	215 Wynstay Ave	Fail	Fail 24
6/2/2020	1581 Glenn Brooke Woods	Fail	
6/2/2020	145 Crescent Ave	Fail	Re-Inspected 10
6/2/2020	14 Eagle Rock Cove Unit 206	Fail	
6/3/2020	1474 Parkside Commons Unit 103	Occupancy	Passed 57
6/3/2020	604 Park Commons Apt G	Occupancy	
6/3/2020	612 Park Commons Apt E	Occupancy	
6/3/2020	676 Park Commons Apt B	Occupancy	
6/3/2020	680 Park Commons Apt G	Occupancy	
6/3/2020	404 Seton Hall	Deck Framing	
6/4/2020	129 Carnegie Ct.	Fail	
6/4/2020	109 Forest Parkway Apt J	Occupancy	
6/4/2020	165 Forest Parkway Apt A	Occupancy	
6/4/2020	14 Eagle Rock Cove Unit 304	Occupancy	
6/4/2020	117 Wynstay Ave	Fail	
6/8/2020	703 Vest	Porch Final	
6/9/2020	747 Crescent Woods Dr.	Occupancy	
6/9/2020	195 Rutherglen	Fail	
6/9/2020	914 Marshall	Basement Framing	
6/9/2020	438 Benton	Water Heater	
6/9/2020	58 Cheryl La. Apt 5	Occupancy	
6/9/2020	215 Wynstay Ave	Re-Inspection	
6/10/2020	109 Forest Parkway Apt G	Occupancy	
6/10/2020	109 Forest Parkway Apt H	Occupancy	
6/10/2020	117 Forest Parkway Apt D	Occupancy	
6/10/2020	121 Forest Parkway Apt F	Occupancy	
6/10/2020	121 Forest Parkway Apt J	Occupancy	
6/10/2020	133 Forest Parkway Apt F	Occupancy	
6/10/2020	133 Forest Parkway Apt G	Occupancy	
6/10/2020	138 Forest Parkway Apt H	Occupancy	
6/11/2020	727 Leonard	Fail	
6/11/2020	121 Patricia Hill	Fail	
6/11/2020	128 Inverness	Occupancy	
6/11/2020	515 Leonard	Fail	
6/15/2020	124 Patricia Hill	Water Heater	
6/16/2020	5 Wynstay Ave.	Fail	
6/16/2020	117 Inverness	Fail	
6/16/2020	117 Inverness	Plumbing Final	
6/16/2020	759 Crescent Woods	Fail	
6/16/2020	218 Lookout	Fail	
6/17/2020	150 Forest Parkway Apt D	Occupancy	
6/17/2020	157 Forest Parkway Apt B	Occupancy	
6/17/2020	158 Forest Parkway Apt E	Occupancy	
6/17/2020	165 Forest Parkway Apt C	Occupancy	
6/17/2020	180 Forest Parkway Apt D	Occupancy	
6/17/2020	188 Forest Parkway Apt J	Occupancy	

6/17/2020	192 Forest Parkway Apt C	Occupancy
6/17/2020	192 Forest Parkway Apt E	Occupancy
6/18/2020	276 Wynstay Ave	<b>Fail</b>
6/18/2020	117 Wynstay Ave	<b>Re-Inspection</b>
6/18/2020	410 Benton Apt 2	<b>Fail</b>
6/18/2020	617 Vest Ave	<b>Re-Inspection</b>
6/18/2020	54 Cheryl La Apt 4	Occupancy
6/18/2020	113 Forest Parkway Apt C	Occupancy
6/18/2020	192 Forest Parkway Apt F	Occupancy
6/18/2020	914 Marshall	<b>Fail</b>
6/18/2020	195 Rutherglen	<b>Re-Inspection</b>
6/22/2020	129 Carnegie Ct.	<b>Re-Inspection</b>
6/22/2020	117 Inverness	<b>Re-Inspection</b>
6/22/2020	759 Crescent Woods	<b>Re-Inspection</b>
6/22/2020	410 Benton Apt 2	<b>Re-Inspection</b>
6/22/2020	5 Wynstay Ave.	<b>Re-Inspection</b>
6/22/2020	539 Meramec Station Road	Occupancy
6/23/2020	67 Guylyn Pl.	<b>Fail</b>
6/23/2020	149 Forest Parkway Apt F	Occupancy
6/23/2020	149 Forest Parkway Apt H	Occupancy
6/23/2020	142 Forest Parkway Apt B	Occupancy
6/23/2020	144 Bracadale	<b>Fail</b>
6/23/2020	531 Vest	<b>Fail</b>
6/24/2020	701 Overlook Circle Apt F	Occupancy
6/24/2020	708 Overlook Circle Apt B	Occupancy
6/24/2020	732 Overlook Circle Apt B	Occupancy
6/24/2020	732 Overlook Circle Apt D	Occupancy
6/24/2020	733 Overlook Circle Apt F	Occupancy
6/24/2020	756 Overlook Circle Apt G	Occupancy
6/24/2020	756 Overlook Circle Apt D	Occupancy
6/24/2020	902 Dogwood Creek Apt H	Occupancy
6/24/2020	1008 Dogwood Creek Apt I	Occupancy
6/25/2020	914 Forest Ave	<b>Fail</b>
6/25/2020	169 Wynstay	<b>Fail</b>
6/25/2020	656 Park Commons Apt D	Occupancy
6/25/2020	656 Park Commons Apt K	Occupancy
6/25/2020	612 Park Commons Apt G	Occupancy
6/25/2020	55 Planview	<b>Fail</b>
6/25/2020	914 Marshall	<b>Re-Inspection</b>
6/30/2020	336 Jefferson Rear	<b>Fail</b>
6/30/2020	717 Overlook Circle Apt H	Occupancy
6/30/2020	733 Overlook Circle Apt C	Occupancy
6/30/2020	748 Overlook Circle Apt F	Occupancy
6/30/2020	748 Overlook Circle Apt H	Occupancy
6/30/2020	756 Overlook Circle Apt B	Occupancy



**Total Inspections 91**