



**CITY OF VALLEY PARK  
BOARD OF ALDERMEN MEETING  
7:00 P.M. - FEBRUARY 22, 2022  
VALLEY PARK CITY HALL – 320 BENTON  
STREET – VALLEY PARK, MO 63088**

**\*\*\*\* TENTATIVE AGENDA \*\*\*\***

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. APPROVAL OF MINUTES**
  - a. Board of Aldermen Meeting Minutes – December 20, 2021
  - b. Legislative Committee Meeting Minutes – January 13, 2022
- 5. PUBLIC COMMENT**
- 6. PUBLIC HEARING**
  - a. Conditional Use Permit Request for a RV and boat storage facility at 802 Forest Avenue, 40 Lakehill Drive and 758 Tenth Street
- 7. NEW BUSINESS**
  - a. Matt Schlicter – Cell Tower Update
  - b. Valley Park Municipal Court Update – Judge Kloos
  - c. Finding of Fact – Planning and Zoning Commission
  - d. Conditional Use Permit Request for a RV and boat storage facility at 802 Forest Avenue, 40 Lakehill Drive and 758 Tenth Street
  - e. BILL 2282 Conditional Use Permit
  - f. BILL 2283 VPFD Firehouse Purchase Update
  - g. Permit Fee Update – Inspections of Occupied Units
  - h. Ratification of the Poll of the Board – 2-4-22 Jail Cells
  - i. Emergency Purchase – HVAC Unit Police Department
  - j. Sanitation Contract – Waste Connections
  - k. Handbook Updates
- 8. JANUARY BILLS**
- 9. JANUARY FINANCIAL STATEMENTS**
- 10. REPORTS**
  - a. Mayor Chandra Webster
  - b. City Attorney Tim Engelmeyer
  - c. City Administrator Dusty Hosna
    - i. Clarification on City Attorney resolution
  - d. Public Works Director Gerald Martin
  - e. Parks Director Gil DeNormandie
  - f. Police Report – Lt. Noonan
- 11. EXECUTIVE SESSION**
- 12. ADJOURNMENT**

**VALLEY PARK BOARD OF ALDERMEN  
REGULAR MEETING MINUTES  
DECEMBER 20, 2021**

The regular meeting of the Board of Aldermen of the City of Valley Park, Missouri, was called to order at 7:03 PM on December 20, 2021, 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:		Alderman Rose
Ward 2:	Alderwoman Halker	
Ward 3:	Alderman Young	Alderman Walker
Ward 4:	Alderman Rauls	Alderman White

Also present was:           Dusty Hosna, City Administrator           Tim Engelmeyer, City Attorney  
                                  Lt. Noonan, Detail Commander  
                                  Gerald Martin, Public Works Director  
                                  Gil DeNormandie, Community Development Director

The Pledge of Allegiance was recited.

Mayor Webster noted that agenda item “6a. Ball Field Lighting” would be moved to be discussed after public comments.

A motion was made by Alderwoman Halker, seconded by Alderman Young, to excuse Alderman Bowen and Alderwoman Reynolds from the meeting. **Motion carried** with 6 ayes.

**PUBLIC COMMENTS**

None

**BUSINESS PORTION**

**Ball Field Lighting** – Todd from Musco addressed the Board of Aldermen in regard to lighting the ballfields at the Meramec Recreation Levee Park. He presented two different phases of the project. Discussion was held.

Alderwoman Walker joined the meeting at 7:15pm

Alderwoman Halker made a motion, seconded by Alderman White, to send the Musco lighting proposal to the Finance, Ways and Means Committee for further review.

**Motion passed** with 6 ayes and 2 absent.

**MINUTES**

City Administrator Dusty Hosna explained that items 5a, 5b, 6c and 6d would need tabled for further review.

**Legislative Committee Workshop Meeting – November 9, 2021**

A motion was made by Alderwoman Halker, seconded by Alderman White, to accept the November 9, 2021 Legislative Committee Workshop Meeting minutes.

**Motion passed** with 6 ayes and 2 absent.

**Legislative Committee Meeting – November 9, 2021**

A motion was made by Alderwoman Halker, seconded by Alderman White, to accept the November 9, 2021 Legislative Committee Meeting minutes.

**Motion passed** with 6 ayes and 2 absent.

**Finance, Ways and Means Committee Meeting – June 3, 2021 – June 21, 2021 and June 24, 2021**

A motion was made by Alderman Walker, seconded by Alderman Young, to accept the Finance, Ways and Means Committee Meeting minutes for June 3, 2021 – June 21, 2021 and June 24, 2021.

**Motion passed** with 6 ayes and 2 absent.

**NEW BUSINESS**

**Finance Committee Recommendations**

City Administrator Dusty Hosna explained that the Finance, Ways and Means committee recommended approval of the expenditure of \$344,000 of ARPA funds to be used to further mitigate the effects of Covid 19.

A motion was made by Alderwoman Halker, seconded by Alderman White, to accept the Finance, Ways and Means Committee recommendation.

A roll call vote was taken. **Motion passed** with 6 ayes and 2 absent.

**Resolution 12-20-21 – Appointing City Attorney**

A resolution was presented appointed Engelmeyer Pezzani Firm as the City Attorney.

A motion was made by Alderwoman Halker, seconded by Alderman White, to approve Resolution 12-20-21.

A roll call vote was taken. **Motion passed** with 6 ayes and 2 absent.

Alderwoman Halker made a motion to set the hourly rate for City Attorney at \$190.00 per hour. The motion was seconded by Alderman Walker.

A roll call vote was taken. **Motion passed** with 6 ayes and 2 absent.

**JANUARY BILLS**

A motion was made by Alderman Walker, seconded by Alderwoman Halker, to pay the bills, as listed, for the month of January. **Motion carried** with 7 ayes.

**REPORTS**

Mayor Webster had no report.

City Attorney Engelmeyer gave a brief report and updated the board on the VFW Park progress.

City Clerk Dusty Hosna gave a brief report.

Public Works Director Gerald Martin gave a brief report.

Community Development Director Gil DeNormandie gave a brief report and presented an inspection list.

Lt. Noonan gave a brief report.

**ADJOURNMENT**

Alderwoman Halker made a motion to adjourn regular session at 8:35pm, seconded by Alderman Rosed. **Motion carried** with 6 ayes and 2 absent.

Dusty Hosna, City Clerk

VALLEY PARK LEGISLATIVE COMMITTEE  
320 Benton Street – Valley Park, MO 63088  
Thursday, February 11, 2021

**CALL TO ORDER:** Meeting called to order at 7:03pm.

**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 Administrator  
Alderman Tom Rauls  
Alderman Stephanie Reynolds  
Alderman Eddie Walker  
Gil DeNormandie, Building Commissioner

Alderman Randy Bowen not in attendance.

Pledge of allegiance led by Chairman Betty Halker

3: Approval of Minutes from January 14, 2021 meeting

Motion to approve 1/14/21 minutes by Mike White with following corrections. Item 4a Mike White 2<sup>nd</sup> by Jon Young. Item 4c Betty Halker yes, Mike White yes, Dave Rose yes, Jon Young no. .. 2<sup>nd</sup> by Jon Young. Motion passed.

Motion to amend agenda to include discussion of Residential parking made by Betty Halker. 2<sup>nd</sup> by Mike White. Motion passed. Added as item 4f.

4a: Review of Peace Disturbance Ordinance – Lt. Gomez

Motion to table item by Dave Rose, 2<sup>nd</sup> by Mike White. Motion passed

4b: Review Proposed Amendments to Meeting Ordinance 110.150 – Mayor Webster

City Attorney Tim Engelmeyer presented proposed amendment language revising to indicate at least one Board of Alderman meeting a month to be held the 3<sup>rd</sup> Monday of the month.. Mayor to make decision to have additional meeting if necessary. Mike White made motion to approve language change. 2<sup>nd</sup> by Jon Young. Motion passed. Committee meeting schedule will be Legislative and Personnel will be held 2<sup>nd</sup> Thursday and Finance Ways and Means and

Enhancement committee will be held 1<sup>st</sup> Monday of the month. Committee chairmen to decide if meeting is not needed.

4c: Review Proposed Food Truck Ordinance

After discussion decision made to have City Attorney Tim Engelmeyer and City Administrator Dusty Hosna to come up with proposal in simple language to cover operation of food trucks in the city for committee review at next meeting.

4d: Review Proposed Revisions to Business License Application Other Than Not Paying Fees – Dusty Hosna

City Administrator Dusty Hosna to provide a proposed revision to language regarding liquor license for next committee meeting.

4e. Review Time Restrictions to Building Permits – Gil DeNormandie

Building Commissioner requested revision of Building Permit ordinance 405.850 Section 3 to limiting building permit to 1 year rather than 2 years. Motion to accept revision made by Mike White. 2<sup>nd</sup> by Jon Young. Motion passed.

4f. Discussion of Residential Parking Restrictions – Possible Workshop with P&Z

Planning & Zoning returned the text amendment regarding revisions and changes to Chapter 355, Section 355.110 Parking in Residential Areas with concerns regarding vehicle license and parking of commercial vehicles. Decision to have joint workshop prior to next scheduled Legislative meeting scheduled for 6pm March 11.

Motion to adjourn by Dave Rose. 2<sup>nd</sup> by Mike White .. Motion passed.

Meeting adjourned at 7:58pm

Next meeting scheduled for March 11 , 2021 at 7:pm.

Respectfully submitted.

Betty Halker  
Chairman

Proposed Agenda for 3/11/21

Discussion of revisions to peace disturbance – Lt Gomez

Discussion of Simplified Food Truck Ordinance

Discussion of Revision of Business License changes – Dusty Hosna

# MEMORANDUM

Re: Review of a Conditional Use Permit Request for a RV and boat storage facility at 802 Forest Avenue, 40 Lakehill Drive and 758 Tenth Street  
To: Dusty Hosna, City Administrator  
Kim Gardner, applicant  
Date: 02/17/2022  
From: Anna Krane, AICP

---

Pursuant to your request for review of the RV and boat storage facility proposed at 802 Forest Avenue, also known as the former Lakehill Speedway site, we have provided the following analysis and recommendations.

## Introduction

The three subject addresses represent the three parcels for which the applicant is requesting to cover with a Conditional Use Permit (CUP). These properties are accessed from Forest Avenue via a private road, Lakehill Drive, which crosses through the property addressed 805 Forest Avenue. While all four properties are under the same ownership group, the CUP request does not include 805 Forest Avenue, other than as providing the site access. The property owner and applicant have previously requested to rezone the property and operate an open storage facility. This previous request was denied. The RV and boat storage use currently proposed does not require rezoning of the property.

A public hearing was held before the Planning and Zoning Commission on January 10, 2022. The Planning and Zoning Commission voted to approve the CUP with 40 conditions. The Board of Aldermen is hosting a public hearing for the request on February 22, 2022. After said public hearing, the Board of Aldermen may vote to accept the decision of the Planning and Zoning Commission, vote to approve the request with different conditions than the Planning and Commission attached to the approval, or vote to overrule the Planning and Zoning Commission decision and deny the request.

The following memo is an updated version of the memo drafted for the Planning and Zoning Commission. Additional analysis and information have been added based on the discussion and recommendation from the Planning and Zoning Commission as well as additional discussion with the applicant.

## *Application & Plans Summary*

The original application and plans submitted are dated November 20, 2021. This application is still valid. The plans submitted along with the application have been updated to provide additional information. If there is any information from the plans that is conflicting with more recent submissions, then the most recent submissions apply. The first set of additional information is dated December 6, 2021. The applicant provided responses to questions and comments sent by staff based on the review of the initial submission.

# MEMORANDUM

After a discussion with the applicant, a preliminary turning radius drawing was also submitted. This is not a signed/sealed drawing but was completed by an engineer. A certified drawing will be required prior to operation of the business. Based on the first staff memo, dated December 10, 2021, the applicant provided additional information and revised drawings. The revised site plan, dated January 3, 2022, overrides the previous site plan provided. The applicant also submitted a Trip Generation Report from a certified traffic engineer. A statement of intent letter regarding the construction of a new bridge, dated January 6, 2022, was also submitted prior to the Planning and Zoning Commission meeting.

## Background

The subject property is a unique shape located between two railroad lines and with only one point of access via Lakehill Drive. The access road includes a bridge over Grand Glaize Creek and a tunnel under one of the railroad lines. The subject property contains a small pond or lake area and a recessed racing track. The applicant is currently in the process of filling in the pond and racetrack area.

Portions of the site are in the Special Flood Hazard Area and Other Flood Areas. The applicant has stated that the fill process should result in an update to the FEMA flood map, removing areas from the flood hazard designation. The fill process has not been completed and official designation maps from FEMA will not be executed until that time. The analysis contained below is based on the current flood designations of the property.

Outdoor storage of RVs and boats is permitted in the “NU” Non-Urban district with a Conditional Use Permit (CUP). Conditional uses are types of uses that are often desirable, necessary or convenient to residents, but can by nature have impacts to the immediate area that require mitigation on a case-by-case basis such as generating excess traffic, noise and pollution generation, or potential public health or safety impacts. Below is the current definition of an RV contained in the City’s Zoning Regulations and the definition of boat contained in the City’s Traffic Code.

### *RECREATIONAL VEHICLE*

*A vehicle which is:*

- 1. Built on a single chassis;*
- 2. Four hundred (400) square feet or less when measured at the largest horizontal projections;*
- 3. Designed to be self-propelled or permanently towable by a light-duty truck; and*
- 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.*

*Recreational vehicles are also portable structures without permanent foundation, which can be towed, hauled or driven and primarily designed as temporary living accommodations for recreational, camping and travel use and including, but not limited to, travel trailers, truck campers, camping trailers and self-*



# MEMORANDUM

*propelled motor homes. The term used herein shall also include motorcycles and all-terrain vehicles including motorcycle and utility trailers.*

## *BOAT*

*Any device in, upon or by which any person or property may be transported upon water.*

The applicant submitted an original site plan to the City proposing two phases of storage space. Phase 2 is proposed as a future expansion area. The original plan identifies Phase 1 with 265 storage spaces of varying sizes. The revised site plan shows a layout for 309 storage spaces, however, the applicant is only requesting initial approval of 265 spaces. The applicant is requesting approval to expand to 309 spaces upon completion of a new access bridge. The proposed hours of operation seven days a week, 24 hours a day.

## **Conditional Use Permit Review**

**Article X, Section 405.610** of the City Land Use Code outlines regulations for submission, review and adoption of a Conditional Use Permit. Specific criteria for review are listed to guide the analysis of a proposed conditional use in order to facilitate the mitigation of potential impacts. **Section 405.610.B.3** states that “the burden of proof shall rest with the applicant to provide any necessary evidence required by the Commission to clearly indicate that the proposed conditional use shall meet the following criteria.” The CUP criteria is listed below (A-H) with our analysis of each criterion.

- A. *The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.*
- » The applicant is proposing to locate a 100 square-foot office on the property. This structure is noted on the site plan along with five parking spaces. The details of the structure construction will be reviewed under the permitting process. The size location and parking proposed are in conformance with current regulations.
  - » The RV and boat storage use proposed on the subject property is unique, but well-suited for the conditions of the subject property. The railroad lines screen the property and also limit access to the property. The natural or existing screening characteristics of this site would provide mitigation of outdoor storage items that would likely be undesirable if visible directly from a road. In addition, it allows a productive use of the property that otherwise has extremely limited use potential.
  - » The intensity of the proposed use is directly related to the number of RVs and boats stored on the site. The “NU” District provisions do not include capacity limits for the proposed use. One of the reasons for the requirement of a CUP is to allow for the review of a proposed use on a specific property and understand the intensity or capacity limits. The subject property is large and screened in a manner that would

# MEMORANDUM

support a higher intensity of RV and boat storage, however, the site capacity is severely limited by the existing access conditions. Further review of site access and traffic conditions is provided below, under criterion G. The applicant is requesting approval of a CUP for Phase 1. The site plan submitted reflects a maximum capacity of 309 storage spaces, with initial use of a maximum of 265 storage spaces being requested. As further explained in the analysis to follow, the site and proposed plan provides screening and space to support the requested maximum capacity. The use of the area marked as Phase 2 on the site plan would require additional approval through the CUP amendment process. The use of additional spaces will also be contingent upon the completion a new access bridge.

B. *The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.*

- » The proposed use will provide a service to residents and the regional community that is not currently offered in the immediate vicinity. The proposed use is also a creative way to re-purpose a unique property that would be difficult and economically unfeasible to develop for other uses.

C. *The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.*

- » The property is currently vacant and was formerly used as a racetrack. The proposed use will be screened from adjacent property, other than the railroad right-of-way, and will be buffered from surrounding uses. The circumstances of the subject property support the argument that the proposed use should not negatively impact surrounding property.

D. *The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:*

- i. *The location, nature and height of buildings, structures, walls, and fences on the site, and*
  - » The only structure proposed at this time is the office building. The applicant is proposing to mark parking spaces that would be assigned to lessees for storage of a boat or RV. The storage areas cover approximately twelve (12)

# MEMORANDUM

acres of the total 45-acre site, or approximately 27% of the site. The remainder of the property is eligible for development of other uses as permitted under “NU” Non-Urban District regulations. Any additional use(s) of the property that would impact the operation of the CUP would require a CUP amendment. The natural buffering provided by the property is important to the suitability of the site for the proposed use. To ensure maintenance of an appropriate buffer in the future, a buffer zone of a minimum of 15 feet in width shall be provided along the boundary of the storage area. This buffer may be reduced to 10 feet directly along the railroad.

- » Prior to operation of the site, the applicant shall submit a final site plan to the City with each storage area marked by a letter or number. The corresponding letter or number will then be displayed on the pole as shown in the application packet. If the layout of storage areas changes without increasing the total area covered by spaces or increasing the number of storage spaces (multiple areas are consolidated), the applicant should submit a revised site plan to the City. A CUP amendment would need to be requested and approved prior to the total area or number of storage spaces increasing. Each lease agreement for a storage area should also clearly state the storage area label. It will be important for enforcement and safety that the City has an accurate depiction of the site layout and understanding of the maximum potential impact to traffic patterns.
- » The concept site plan submitted by the applicant shows 309 storage spaces. As the number of spaces increases, the number of visitors increases, and that density impacts the traffic generation and potential noise generation. The review and conditions placed on the use are determined by analyzing the potential impacts based on the density of the use proposed. Therefore, this memo covers review of the use with 309 spaces and that layout and intensity should be set as the maximum. With the storage limited to RVs and boats, the raised railroad tracks will provide screening of the items stored, reducing the visual impact of the storage area. With storage of RVs and boats, the frequency of trips generated to a from the site will likely be less than with a general storage facility. These items are not likely used at a high rate throughout the year. There will likely be peaks in vehicle trips during warmer months. The applicant has provided a Trip Generation Report from a traffic consultant providing an estimate and analysis for the proposed operation

# MEMORANDUM

based on operation with 265 storage spaces. The Trip Generation Report estimates 38 daily trips during the peak summer hours.

- ii. *The nature and extent of proposed landscaping and screening on the site.*
  - » As previously stated, the site is heavily screened from adjacent properties by the railroad lines and trees along Forest Avenue.

E. *Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations.*

- » **Article VII, Section 405.340.A** Off-street Parking and Loading Requirements, Design Requirements, requires “areas used for standing and maneuvering of vehicles including driveways [to be] concrete, asphalt, or permeable paving material surfaces, maintained adequately for all-weather use...” The applicant is proposing to pave the main site drive in accordance with this provision and not the storage areas. The provision for surface material has multiple intentions including providing a safe driving surface, reducing the trailing of debris from private property onto public roads, and for channeling of surface run-off. With areas of the site in the floodplain and having previously been all pervious surface, there is a desire to maintain large areas of pervious surfaces to reduce water run-off and potential flooding issues. Given the storage of vehicles and boats on the site, there is also a desire to prevent contaminants from entering the groundwater system. Drainage from the site shall be cleaned or mitigated as required by the Metropolitan St. Louis Sewer District (MSD) or other floodplain regulations. The City’s code does not outline a process for modifying the paving requirement for off-street parking and loading through the review and approval process of a CUP. Based on the regulations and procedures, the applicant would need to obtain a variance from the Board of Adjustment to allow for the use of gravel instead of hard surface paving.
- » Some of the RVs stored on site could be driven by themselves, some will require trailers or hitches for trucks. The size of RVs and boats is also likely to vary. Based on these variations, the internal circulation should accommodate all types. The roadway width must be sufficient to allow lessees to park and remove their RV or boat without issue. The applicant is proposing 24-foot-wide drives. This is a typical width recommended for RV parking on two-way drives.

F. *Adequate utility, drainage, and other such necessary facilities have been or will be provided.*

- » The site does not currently have sewer connections and the applicant is not proposing any new connections. The nature of the proposed use does not require sewer access. The proposed site plan does not identify a trailer dump station. These stations are

## MEMORANDUM

often provided at RV and camping sites for the disposal of stored sewage, flushout of sewage tanks, refilling of tanks, etc. Signs should be posted on the property to prevent unauthorized dumping.

- » The applicant is proposing the installation of area lighting using thirty (30) foot tall LED light poles. The poles will be oriented and installed so as not to spill light onto adjacent properties.
- » As previously stated, portions of the site are in the Special Flood Hazard Area and Other Flood Areas. This makes both water quality and water quantity important issues when reviewing potential drainage impacts. A balance of paving and pervious surface requirements is outlined under E, above. Prior to any construction on the property or installation of paved surfaces, the owner shall provide documentation from MSD approving the plan or outlining any requirements for water treatment or detention.

G. *Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.*

- » The only vehicle access is using Lakehill Drive from Forest Avenue. The site conditions are such that additional access points are not feasible. The proposed use will likely result in visitors throughout the day and not only during AM and PM peak traffic hours. A single access point should be adequate to support the demand of the proposed use; however, there are some concerns with existing elements of the access point.
- » The applicant has stated an intent to replace the existing bridge with a two-lane bridge, however, is proposing to do so after beginning to operate the use on the site. The applicant is proposing to limit the occupancy of the use while the existing bridge remains along with a timeline for new bridge construction. The applicant proposes six months to submit a plan for the new bridge and three years after approval of the plan for construction. The new bridge plan would require Site Plan Approval, which expires in 360 days “if construction has not begun and been pursued diligently on the property.” According to **Section 405.610.F Time Limit of Conditional Use Permits**, a CUP does not expire unless a particular time period is placed on the permit. An initial one-year expiration date was recommended and approved by the Planning and Zoning Commission. After further discussion with the applicant, staff is now recommending that a six-month time limit is placed on the initial approval for operation of the use with the existing bridge. After six months, the CUP will expire unless plans for a new two-lane bridge are submitted. Once a Site Plan for the new bridge is approved, the CUP would remain valid unless 360 days passes, and

# MEMORANDUM

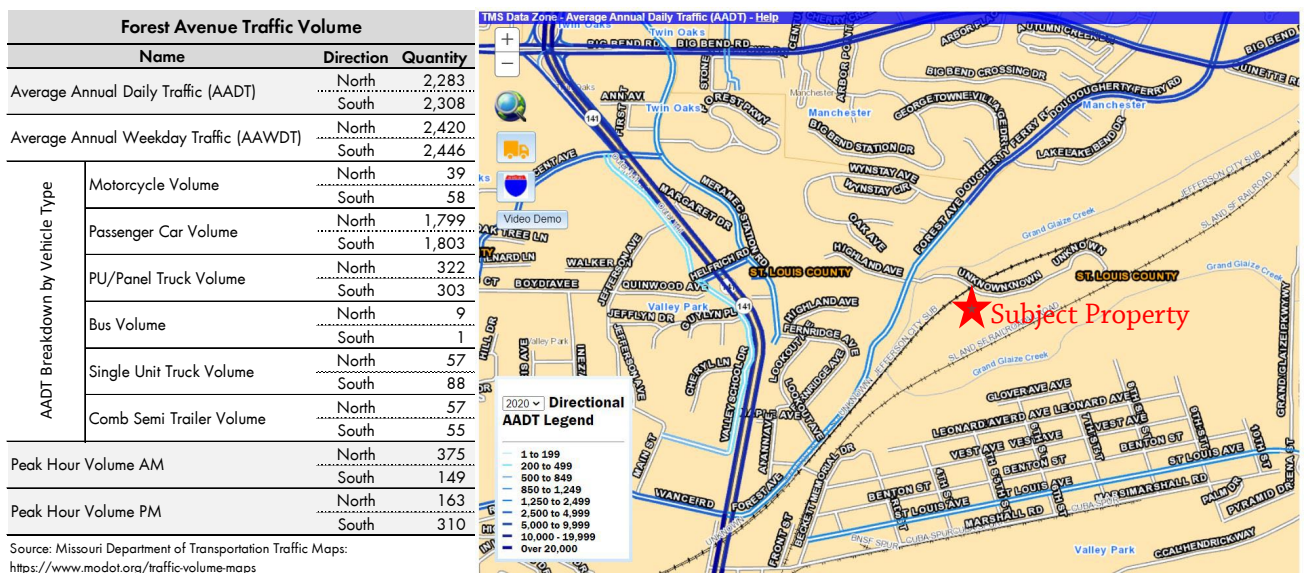
construction has not begun and been pursued diligently. Once the bridge is completed, the CUP would no longer include an expiration date and the owner would be allowed to lease all 309 spaces. A CUP amendment would still be required to operate the use in the area marked as Phase 2.

- » The City has requested a load capacity rating for the bridge to be completed by a professional engineer registered in the state of Missouri. The capacity of the existing bridge will be used to limit the size and type of vehicles accessing the site and stored on the site prior to construction of a new bridge. The capacity rating will also be used by the Valley Park Fire Protection District to determine if emergency vehicles would be able to safely access the site to provide services. The certified report to determine the weight limit of the existing bridge has not been provided to the City yet and is a recommended condition should the Board of Aldermen vote to approve the CUP. The Valley Park Fire Protection District Chief has stated that they will need to review the existing bridge engineering report and other code or permitting documents, such as fire hydrant requirements, prior to providing any approval of the proposed use and operations.
- » Lakehill Drive and Lakehill Bridge are both one lane. With the use focused on RVs and boats, most trips to and from the site are likely to involve trailers or larger vehicles. The maneuvering of the vehicles involved with the use is more limited. While the frequency of trips to and from the site is not likely to be as high as with general storage sites or commercial uses, there is still a likelihood of vehicles traveling in opposite directions needing to pass on Lakehill Drive. The applicant is proposing to widen Lakehill Drive between the bridge and the railroad underpass to 24-feet to allow two vehicles to pass in opposite directions between the narrow points of the bridge and underpass.
- » Lakehill Drive can only be accessed from Forest Avenue, which also provides access to single family residential neighborhoods. Vehicle trips generated to and from the proposed use are likely to be spread throughout the day, which will lower the potential for traffic congestion on Forest Avenue. Many of the individuals storing items on the site will also visit infrequently due to the nature of the items being stored. The applicant has provided turning radius diagrams for review as part of the CUP application. Some the turns depicted require the vehicle to cross over the centerline of the road. This is a potentially dangerous traffic condition. When a new bridge is constructed, re-alignment of the bridge to match the intersection of Forest Avenue and Highland Avenue is recommended to create a safer intersection. The new bridge access and apron shall also be designed so that vehicles may turn in and out of the property without crossing the centerline of Forest Avenue. As a temporary

# MEMORANDUM

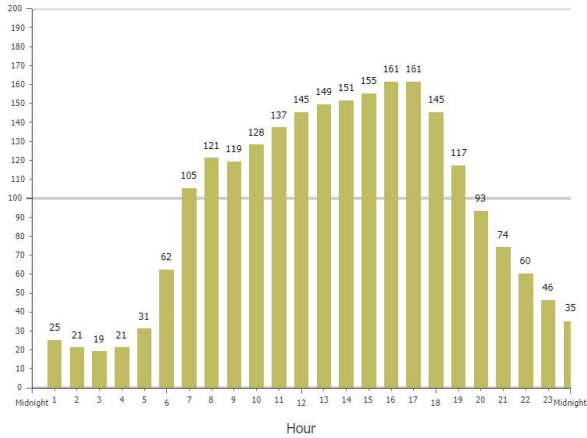
condition, staff is recommending that the stop sign for the southbound lane of Forest Avenue is shifted north to align with Lakehill Drive. This will allow for additional space at the intersection to accommodate turning vehicles with less potential interference from a vehicle at the stop sign. The exact location of the relocated stop sign will be determined by the Director of Public Works.

- » The Trip Generation Report provided by the applicant estimates 38 daily trips (19 in and 19 out) during peak summer months. The Trip Generation Report also notes that these trips are likely to be spread throughout the day and concentrated on weekend days. Review of Missouri Department of Transportation (MoDOT) traffic data helps create a picture of the potential impacts of the trips on Forest Avenue. The total Average Annual Daily Traffic (AADT) for this portion of Forest Avenue where the property is located is 4,591 trips. According to the Daily Traffic Volume graphs, most trips along Forest Avenue occur between 7am and 8pm. The Trip Generation Report estimated that trips to and from the site will be dispersed throughout the day, resulting in one to five trips per hour from 7am to 9pm. The peak of five trips is estimated to occur between 2pm and 3pm, which sees an average of 305 trip along Forest Avenue, according to MoDOT. This ratio indicates a high likelihood of a vehicle traveling Forest Avenue being at the stop sign when a vehicle is entering or exiting Lakehill Drive. Limiting use of the site to a maximum of 200 storage spaces is likely to reduce the traffic in and out, and therefore reduce the potential for traffic congestion and traffic incidents. The remaining spaces may not be leased until after completion of a new two-lane bridge.

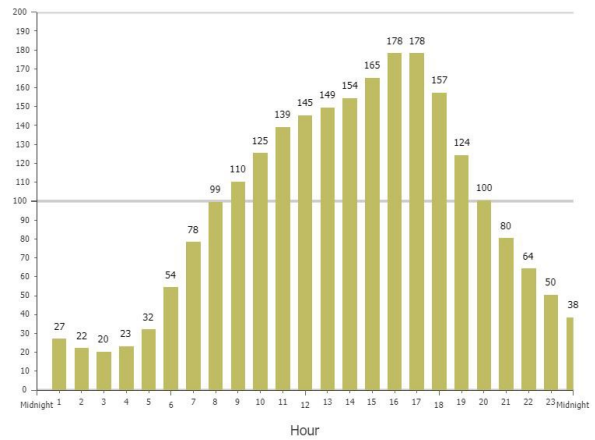


# MEMORANDUM

Daily Traffic Volume: Forest Ave. northbound



Daily Traffic Volume: Forest Ave. southbound



- » The existing Lakehill Drive apron on Forest Avenue should be replaced to meet City standards to allow for better turning access in and out of the site. The existing entrance has broken concrete, asphalt and gravel to support the turning radius of larger vehicles. The apron shall be designed with the appropriate curb design so that the gravel is no longer necessary, and a 20-foot axel length vehicle can make the turn to and from Forest Avenue.

H. *The proposed uses are deemed consistent with good planning practice and are not inconsistent with the goals, objectives, and policies of the Comprehensive Plan; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; are deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City.*

- » The Comprehensive Plan calls for park and open space uses on the subject property. The property is removed from the public right-of-way and would not be easily developed into a public park. The proposed use is an appropriate use for the site given the context.
- » The adjacent residential, commercial and industrial uses will not be impacted by the proposed storage facility in ways that could not be mitigated by conditions of the CUP. The site is not visible from most of the adjacent property and will be improved in a manner that is compatible with industrial property.



# MEMORANDUM

## Conclusion

The proposed RV and boat storage facility is an appropriate use for the subject property based on the traffic and vehicle access, surrounding uses, and restrictions of the property. The proposed use and site are unique and therefore, conditions should be placed on the operation to help mitigate potential impacts to the surrounding community and businesses. The Planning and Zoning Commission voted to approve the proposed CUP with the following conditions as outlined in the Planning and Zoning Commission decision report. Some slight modifications to the Planning and Zoning Commission decision are recommended by staff and reflected in the conditions listed below. The recommended conditions provide additional clarity about the paving requirements and role of the Board of Adjustment and recommend a stricter timeline for construction of the bridge. The modified conditions are identified in bold.

1. The storage of hazardous materials of any form or mass storage of controlled substances or chemicals shall be prohibited.
2. Canister storage of gasoline, oil, or other flammable liquids shall not be permitted, excluding the fuel tank of a vehicle.
3. All recreation vehicles or boats stored on site shall have current registration and license plates and be in operable or usable condition.
4. No equipment shall be utilized that creates a nuisance due to odor, vibration, noise, electrical interference or fluctuation in line voltage beyond the property line.
5. Storage areas, recreational vehicles, and boats stored shall not be used for the operation of a business on the site i.e. office space, purchasing of goods or services by patrons, construction or manipulation of materials, manufacturing of goods, or similar.
6. Storage areas, recreation vehicles or boats, shall not be used for habitation for any duration of time when located on the property.
7. **All roadways and parking areas shall be paved in accordance with Section 405.340, unless a variance is approved by the Board of Adjustment allowing for alternative paving or surface methods.**
8. **All driveway, parking, and storage areas shall be covered with an appropriate surface to provide level surfaces suitable for this use and to minimize tracking of mud or other debris on to roadways outside the area; such areas shall be maintained in good condition; and it shall be the responsibility of the property owner and/or tenants to clean up any mud or debris that is deposited on the public roadways outside the property boundary.**
9. All site roads or driveways shall be a minimum of 24-feet wide for two-way drives and a minimum of 20-feet wide for one-way drives.
10. Lakehill Drive, between the bridge and railroad underpass, shall be widened to 24-feet.

## MEMORANDUM

11. No storage operations, other than access provided by Lakehill Drive, shall be located on the properties addressed 805 Forest Avenue and 855 Forest Avenue.
12. The property shall be maintained substantially in accordance with the site plan filed with the City. Any changes to the site layout or storage areas shall be submitted to the City prior to construction of such changes.
13. The storage use shall cover a maximum of twelve (12) acres with a landscaped buffer a minimum of 15-feet wide, which can be reduced to 10-feet wide along the railroad.
14. The hours of operation shall be seven days a week, 24 hours a day.
15. The capacity rating of the Lakehill Drive Bridge as determined by a registered professional engineer licensed in the State of Missouri shall be provided to the City prior to issuing a business license for operation of the storage facility, the appropriate capacity signage shall be posted at the property entrance or bridge entry prohibiting entry of vehicles with gross combined vehicle, trailer, and/or equipment weight in excess of the posted limit. The maximum weight limits on this bridge shall be included in all leases for storage spaces within the facility.
16. A safe turning radius to/from the Forest Hill Avenue/Lakehill Drive as determined by a registered professional engineer licensed in the State of Missouri shall be provided to the City prior to issuing a business license for operation of the storage facility. The limits on the combined length of vehicles (including trailers) accessing the site shall be posted at appropriate locations at the intersection. The maximum length of vehicles (including trailers) permitted to enter the site shall be included in all leases for storage spaces within the facility.
17. The Lakehill Drive apron shall be replaced to meet current City standards and to support turn of a 20-foot axel vehicle to and from Forest Avenue.
18. The primary entrance to the facility must be secured by a system that prevents unauthorized parties from accessing the overall site but must be readily accessible to police and other emergency responders and must be approved by such entities.
19. A 24-hour video surveillance system must be in place and operable. Such system need not cover parts of the site the along access drive(s) not leased but such system must cover the main gate or entry area. Surveillance cameras shall be monitored and recorded with recordings maintained in a format accessible to law enforcement agencies for at least ninety (90) days.
20. All fencing must be chain link type, at least six (6) feet in height but cannot have slats, canvas or other types of covering that prevents visibility from the access drive(s).
21. All fencing and gates must be maintained in good condition.
22. A weatherproof label (letter or number) shall be posted in plain view. Each label shall correspond to the label of the storage area on the site plan filed with the City. Said labels shall display letters or numbers of sufficient size to be readable from a distance of not less than twenty-five (25) feet and shall be maintained in fully-legible condition.

## MEMORANDUM

23. There must be general area lighting sufficient along access roadways (0.3 foot-candles to 0.6 foot-candles) but without spillover to adjacent residential properties. Lighting is not required to be any greater than that for a residential street.
24. Any business leasing a storage area shall obtain and maintain a business license with the City.
25. Any portable sanitation units either for general tenant use or for use within a leased area must be provided by a recognized third-party supplier of such units, maintained in good condition, and regularly serviced in accord with the appropriate standards.
26. No trailer dump station shall be constructed on the property. Signage shall be posted prohibiting dumping of sewer facilities on the property. Notice of such prohibition shall also be included in all leases.
27. A valid contract for trash and recycling services for the property shall be maintained with a recognized third-party vendor. Trash and recycle containers shall be located adjacent to the main service road for use by patrons. Containers shall be on the property addressed 802 Forest Avenue and shall not be visible from Forest Avenue.
28. The property owner or manager shall maintain lease agreements for each storage area on site including current and accurate contact information for each storage area lease holder.
29. The property shall be maintained and operated so as not to cause any offenses pursuant to Chapter 210 or any nuisances pursuant to Chapter 215.
30. The property and use shall be maintained and operated in conformance with Article X, Division 5 Open and Outdoor Storage.
31. The owner shall provide the City with documentation from the Metropolitan St. Louis Sewer District outlining any requirements for water quality and/or quantity mitigation for the development.
32. Inspections by the City shall be allowed during normal hours of operation or as otherwise necessary to allow the City to confirm conformance with this Conditional Use Permit.
33. A minimum of five parking spaces shall be provided adjacent to the office.
34. This Conditional Use Permit shall lapse and become void if for any reason the business ceases operation for a period of one (1) year or more.
35. This Conditional Use Permit shall not be assigned, sold, conveyed, or operated by another party or entity without prior approval according to the provisions of Article X, Section 405.610.I.
36. A maximum of 200 storage spaces may be leased until a two-lane Lakehill Drive bridge is constructed. After completion of a two-lane bridge, a maximum of 309 storage spaces may be leased.
37. The new two-lane bridge shall be aligned with Highland Avenue and designed to support a safe turning radius of vehicles to and from Forest Avenue.
- 38. This Conditional Use Permit shall expire six months from the approval date unless a Site Plan application and documents are submitted for the construction of a two-lane Lakehill Drive bridge. This Conditional Use Permit shall expire six months from the**

## MEMORANDUM

**date of submission of a Site Plan Application if all approvals and permits for the bridge are not being pursued diligently by the owner.**

39. Upon Site Plan approval for the two-lane bridge, the Conditional Use Permit shall not expire unless 360 days passes, and construction of the bridge has not begun and been pursued diligently.
40. The Conditional Use Permit shall expire three-years from the approval dated if construction of the new two-lane bridge is not completed. The Board of Aldermen may grant extensions if just cause for delay outside of the control of the owner is proven.
41. In addition to any requirements from MSD, the owner shall provide a drainage area map and impact calculation for the proposed impervious coverage prior to construction. The requested document shall be provided to the City for review by the City's contracted engineer.

\*\*\*\*\*

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO AMBASSADOR DEVELOPMENT, LLC TO ALLOW A BOAT AND RV STORAGE BUSINESS ON A CERTAIN TRACT OF LAND AT 802 FOREST AVENUE WITHIN THE CITY OF VALLEY PARK, MISSOURI

\*\*\*\*\*

**WHEREAS**, Ambassador Development, LLC filed for a Conditional Use Permit on Nov 20, 2021, to allow for a RV and Boat Storage Business at 802 Forest Avenue within the City of Valley Park; and

**WHEREAS**, in accordance with Appendix A: List of Permitted and Conditional Zoning District Uses, “Boat and RV Storage” is a conditional use allowed within the NU – Non Urban District, pursuant to the conditions of the approved Conditional Use Permit; and

**WHEREAS**, in accordance with Article X, Section 405.610 Conditional Use Permit Procedure and Article XII, Section 405.720 Hearings Before Public Bodies, public notice has been given for the request for the Conditional Use Permit through: 1) the publication of a Public Hearing advertisement in a paper of general circulation, 2) the notification of adjacent property owners, and 3) the posting of a sign on the subject property; and

**WHEREAS**, a Public Hearing was held on July 10, 2021, by the Planning and Zoning Commission regarding the request by Ambassador Development, LLC for the Conditional Use Permit; and

**WHEREAS**, following the Public Hearing by the Planning and Zoning Commission and after consideration of the request and testimony presented therein, the Planning and Zoning Commission finds it is in the public interest to approve the Conditional Use Permit requested by Ambassador Development, LLC to allow a “Boat and RV Storage” facility at 802 Forest Avenue, subject to the conditions set forth herein; and

**WHEREAS**, the Planning and Zoning Commission submitted a report of their decision to approve the Conditional Use Permit to the Board of Aldermen; and

**WHEREAS**, upon review of the Planning and Zoning Commission decision report, the Board of Aldermen finds the decision acceptable.

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

## Section One

Pursuant to the provisions of Article X, Section 405.610 Conditional Use Permit Procedure, of Title IV Land Use, of the Valley Park City Code, the Board of Aldermen hereby approves a Conditional Use Permit to allow a “Boat and RV Storage” facility at 802 Forest Avenue.

## Section Two

Pursuant to the provisions of Article X, Section 405.610 Conditional Use Permit Procedure, of Title IV Land Use, of the Valley Park City Code, the Board of Aldermen hereby approves a Conditional Use Permit to allow a “Boat and RV Storage” facility at 802 Forest Avenue, subject to the provisions of the City Code and, additionally, the following Conditions of Approval:

1. The storage of hazardous materials of any form or mass storage of controlled substances or chemicals shall be prohibited.
2. Canister storage of gasoline, oil, or other flammable liquids shall not be permitted, excluding the fuel tank of a vehicle.
3. All recreation vehicles or boats stored on site shall have current registration and license plates and be in operable or usable condition.
4. No equipment shall be utilized that creates a nuisance due to odor, vibration, noise, electrical interference or fluctuation in line voltage beyond the property line.
5. Storage areas, recreational vehicles, and boats stored shall not be used for the operation of a business on the site i.e. office space, purchasing of goods or services by patrons, construction or manipulation of materials, manufacturing of goods, or similar.
6. Storage areas, recreation vehicles or boats, shall not be used for habitation for any duration of time when located on the property.
7. All roadways and parking areas shall be paved in accordance with Section 405.340, unless a variance is approved by the Board of Adjustment allowing for alternative paving or surface methods.
8. All driveway, parking, and storage areas shall be covered with an appropriate surface to provide level surfaces suitable for this use and to minimize tracking of mud or other debris on to roadways outside the area; such areas shall be maintained in good condition; and it shall be the responsibility of the property owner and/or tenants to clean up any mud or debris that is deposited on the public roadways outside the property boundary.
9. All site roads or driveways shall be a minimum of 24-feet wide for two-way drives and a minimum of 20-feet wide for one-way drives.
10. Lakehill Drive, between the bridge and railroad underpass, shall be widened to 24-feet.
11. No storage operations, other than access provided by Lakehill Drive, shall be located on the properties addressed 805 Forest Avenue and 855 Forest Avenue.

12. The property shall be maintained substantially in accordance with the site plan filed with the City. Any changes to the site layout or storage areas shall be submitted to the City prior to construction of such changes.
13. The storage use shall cover a maximum of twelve (12) acres with a landscaped buffer a minimum of 15-feet wide, which can be reduced to 10-feet wide along the railroad.
14. The hours of operation shall be seven days a week, 24 hours a day.
15. The capacity rating of the Lakehill Drive Bridge as determined by a registered professional engineer licensed in the State of Missouri shall be provided to the City prior to issuing a business license for operation of the storage facility, the appropriate capacity signage shall be posted at the property entrance or bridge entry prohibiting entry of vehicles with gross combined vehicle, trailer, and/or equipment weight in excess of the posted limit. The maximum weight limits on this bridge shall be included in all leases for storage spaces within the facility.
16. A safe turning radius to/from the Forest Hill Avenue/Lakehill Drive as determined by a registered professional engineer licensed in the State of Missouri shall be provided to the City prior to issuing a business license for operation of the storage facility. The limits on the combined length of vehicles (including trailers) accessing the site shall be posted at appropriate locations at the intersection. The maximum length of vehicles (including trailers) permitted to enter the site shall be included in all leases for storage spaces within the facility.
17. The Lakehill Drive apron shall be replaced to meet current City standards and to support turn of a 20-foot axel vehicle to and from Forest Avenue.
18. The primary entrance to the facility must be secured by a system that prevents unauthorized parties from accessing the overall site but must be readily accessible to police and other emergency responders and must be approved by such entities.
19. A 24-hour video surveillance system must be in place and operable. Such system need not cover parts of the site the along access drive(s) not leased but such system must cover the main gate or entry area. Surveillance cameras shall be monitored and recorded with recordings maintained in a format accessible to law enforcement agencies for at least ninety (90) days.
20. All fencing must be chain link type, at least six (6) feet in height but cannot have slats, canvas or other types of covering that prevents visibility from the access drive(s).
21. All fencing and gates must be maintained in good condition.

22. A weatherproof label (letter or number) shall be posted in plain view. Each label shall correspond to the label of the storage area on the site plan filed with the City. Said labels shall display letters or numbers of sufficient size to be readable from a distance of not less than twenty-five (25) feet and shall be maintained in fully-legible condition.
23. There must be general area lighting sufficient along access roadways (0.3 foot-candles to 0.6 foot-candles) but without spillover to adjacent residential properties. Lighting is not required to be any greater than that for a residential street.
24. Any business leasing a storage area shall obtain and maintain a business license with the City.
25. Any portable sanitation units either for general tenant use or for use within a leased area must be provided by a recognized third-party supplier of such units, maintained in good condition, and regularly serviced in accord with the appropriate standards.
26. No trailer dump station shall be constructed on the property. Signage shall be posted prohibiting dumping of sewer facilities on the property. Notice of such prohibition shall also be included in all leases.
27. A valid contract for trash and recycling services for the property shall be maintained with a recognized third-party vendor. Trash and recycle containers shall be located adjacent to the main service road for use by patrons. Containers shall be on the property addressed 802 Forest Avenue and shall not be visible from Forest Avenue.
28. The property owner or manager shall maintain lease agreements for each storage area on site including current and accurate contact information for each storage area lease holder.
29. The property shall be maintained and operated so as not to cause any offenses pursuant to Chapter 210 or any nuisances pursuant to Chapter 215.
30. The property and use shall be maintained and operated in conformance with Article X, Division 5 Open and Outdoor Storage.
31. The owner shall provide the City with documentation from the Metropolitan St. Louis Sewer District outlining any requirements for water quality and/or quantity mitigation for the development.
32. Inspections by the City shall be allowed during normal hours of operation or as otherwise necessary to allow the City to confirm conformance with this Conditional Use Permit.
33. A minimum of five parking spaces shall be provided adjacent to the office.



34. This Conditional Use Permit shall lapse and become void if for any reason the business ceases operation for a period of one (1) year or more.
35. This Conditional Use Permit shall not be assigned, sold, conveyed, or operated by another party or entity without prior approval according to the provisions of Article X, Section 405.610.I.
36. A maximum of 200 storage spaces may be leased until a two-lane Lakehill Drive bridge is constructed. After completion of a two-lane bridge, a maximum of 309 storage spaces may be leased.
37. The new two-lane bridge shall be aligned with Highland Avenue and designed to support a safe turning radius of vehicles to and from Forest Avenue.
38. This Conditional Use Permit shall expire six months from the approval date unless a Site Plan application and documents are submitted for the construction of a two-lane Lakehill Drive bridge. This Conditional Use Permit shall expire six months from the

### Section Three

In acting upon this application, the Board of Aldermen has accepted into the record the Ordinances of the City of Valley Park, Missouri, the Comprehensive Plan for the City of Valley Park, Missouri, and the Conditional Use Permit Application and other records submitted by the applicant or gathered by the City relative to said application.

### Section Four

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 FEBRUARY, 2022.

---

Mayor Chandra Webster

To approve Bill #

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 Administrator/Clerk

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

AN ORDINANCE AUTHORIZING THE CITY OF VALLEY PARK, MISSOURI TO ENTER INTO A PURCHASE AGREEMENT WITH THE VALLEY PARK FIRE PROTECTION DISTRICT FOR THE PURCHASE OF A BUILDING AND REAL PROPERTY LOCATED AT 55 CRESCENT AVENUE, IN VALLEY PARK, MISSOURI 63088

\*\*\*\*\*

WHEREAS, the City of Valley Park has designated funds for the purchase, design and construction of a new city hall at 55 Crescent Avenue, Valley Park, Missouri; and

WHEREAS, the City’s existing city hall has become outdated and does not offer enough space for its employees, aldermen, officers and citizens to properly serve the needs of a city the size of Valley Park;

WHEREAS, following discussion, debate, review, input from the public and feasibility studies, the Board of Aldermen feel it is in the best interest of the City to purchase the former firehouse located at 55 Crescent Avenue for use as its new City Hall.

BE IT ORDAINED BY THE CITY OF VALLEY PARK, MISSOURI, AS FOLLOWS:

**Section One**

The contract to purchase a building and real property from the Valley Park Fire District in the amount of \$150,000 for use as its new City Hall as attached hereto as Exhibit A, is hereby approved by the City, and the Mayor is authorized to endorse said contract on behalf of the City.

**Section Two**

This Ordinance shall become effective from and after its passage.

Passed and approved this 22nd day of February, 2022.

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

(Seal)  
ATTEST:

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

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (“Agreement”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between Valley Park Fire Protection District , a Missouri political subdivision organized pursuant to Chapter 321.010 et al. (“Seller”); and City of Valley Park, a municipal entity organized pursuant to Chapter 79 RSMo (“Purchaser”).

### **WITNESSETH:**

**WHEREAS**, Seller is the owner of a parcel (or parcels as the case may be) of real property containing approximately 2 acres located in the County of St. Louis, State of Missouri, currently known and located at 55 Crescent Avenue, Valley Park, Missouri 63088; and

**WHEREAS**, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller approximately 2 acres of the Parcel and building located on the parcel, the actual size, boundaries and legal description to be as determined by the parties in accordance with the terms hereof, together with any and all improvements, appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or pertaining thereto, and any right, title and interest of Seller in, on, over, above and to any land lying in the bed of any highway, road, street or right-of-way (open or proposed) to the centerline thereof, in front of or adjoining said tract, piece or parcel of land, and together with any strips and gores relating to said tract, piece or parcel of land and all mineral rights owned by Seller with respect thereto, and together with all buildings, improvements and structures situated thereon, and together with all personal property located thereon (the “Property”).

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sale of Property.** Seller agrees to sell, transfer and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, the Property.

2. **Purchase Price and Payment.** The purchase price (“Purchase Price”) for the Property shall be One Hundred Fifty Thousand Dollars (\$150,000.00) based on the actual size, boundaries and legal description to be as determined by the parties in accordance with the terms hereof, subject to prorations and adjustments as hereinafter set forth. The Purchase Price shall be paid as follows:

a. **Earnest Money Deposit.** Within Ten (10) business days following Seller’s acceptance of this Agreement and the delivery of a fully executed original copy of this Agreement to Purchaser, Purchaser shall deliver an earnest money deposit of \$10,000 Thousand (\$10,000.00) to True Title Company (“Title Company”), to be held in escrow by the Title Company in accordance with this Agreement and deposited in an interest bearing account acceptable to the Purchaser. Said earnest money deposit, together with interest accrued thereon, if any, are collectively referred to in this Agreement as the “Earnest Money”. All of the Earnest Money shall be applied to the Purchase Price at the closing of the purchase of the Property, hereinafter described (“Closing”).

b. **Payment at Closing.** At Closing, Purchaser shall pay the balance of the Purchase Price subject to prorations and adjustments, by cashier’s check or by federal wire transfer of funds.

3. **Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:

a. **Taxes.** All ad valorem real estate taxes and special assessments (“Taxes”) imposed on the Property for the year in which the Closing occurs or any prior year shall be prorated and adjusted to the Closing Date, based on the latest information available with respect to Taxes and shall be added or deducted from the

Purchase Price as appropriate. Once the amount of Taxes is ultimately determined, the parties hereby agree to re-prorate the Taxes based upon the actual tax bill. All prorations will be on the basis of a 365 day year with the Closing Date being charged to Seller.

b. Other Prorated Items. Subdivision assessments, common area charges, fees and charges for utilities, if any, shall be prorated to the Closing Date and the amount thereof shall be added to or deducted from the Purchase Price as the case may be. All such expenses shall be prorated and adjusted on the basis of thirty (30) days to the month with the Closing Date charged to Seller.

c. Release of Encumbrances. On or before the Closing Date, Seller shall cause, at Seller's cost, any and all assessments, liens, leases or tenancies and other encumbrances affecting the Property, including, without limitation, any mechanic's lien, security interest, mortgage or deed of trust to be satisfied and released.

d. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any liens and recording costs to release any liens, Seller's attorneys' fees, real estate transfer or documentary taxes, if any, and such other expenses provided to be paid by Seller herein. Purchaser shall be responsible to pay for Purchaser's attorneys' fees, Purchaser's tests and inspections of the Property, the recording fee for the general warranty deed, Purchaser's title insurance premiums and title examination costs, and such other expenses provided to be paid by Purchaser herein. Each party shall pay one-half (1/2) of the customary escrow and closing fees charged by the Title Company.

e. Utilities. All utility charges for the Property shall be adjusted and prorated as of the Closing Date, Seller paying through and including the Closing Date.

4. Representations, Warranties and Covenants. In order to induce Purchaser to enter into this Agreement, and in addition to any other representations, warranties or covenants contained herein, Seller makes the following representations, warranties and covenants, each of which is material to the Purchaser and each of which is effective as of the date of this Agreement and will be effective as of the Closing Date and shall survive the Closing:

a. Title to Property. Seller is the sole owner of the Property and has good and marketable fee simple title to the Property, subject only to existing zoning ordinances, and liens, easements and restrictions of record. There are no purchase agreements, leases, options or other agreements of any kind, written or oral, choate or inchoate, formal or informal, whereby any person or entity other than Seller has acquired or has any basis to assert any right, title, estate or interest in, or right to possession, use, enjoyment or proceeds of all or any portion of the Property, except any documents of record as of the date hereof.

b. Violations of Law. The condition of the Property does not violate any zoning, building, health, fire or similar statute, ordinance, regulation or code and the Seller has not received any notice, written or otherwise, from any governmental agency alleging any such violations.

c. Litigation. There are no pending or, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

d. Access. No fact or condition exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways, and Seller has no knowledge of any planned or pending street or road improvement plan which would impair access to or the value of the Property.

e. Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Seller and the signatories of Seller hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not conflict with or result in breach of any of the terms or provisions of, or

constitute default under any agreement, arrangement, understanding, accord, document or instrument by which Seller or the Property is bound.

f. Hazardous Substances. To the best of Seller's knowledge, there has been no generation, storage or disposal of any hazardous substances on the Property and no hazardous substances are located on the Property. For the purposes of this section, "hazardous substances" shall mean (i) any "hazardous substance," "toxic substance" or "solid waste" as such terms are presently defined in CERCLA, RCRA and the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any material, waste or substance which is (A) petroleum, (B) asbestos or asbestos containing material, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (E) flammable explosives; or (F) radioactive materials; and (iv) any additional substances or materials which are now considered to be "hazardous substances" (including, without limitation, any asbestos containing materials) under any applicable law, rule or regulation (whether local, state or Federal) relating to the Property.

g. Conduct Prior to Closing Date. From and after the date of this Agreement, and while this Agreement is in effect: (i) Seller will not enter into any agreements affecting the Property without the prior written consent of Purchaser; (ii) Seller shall not solicit, initiate or negotiate a sale of the Property or any portion thereof with any person other than Purchaser and Seller shall not enter into any agreement or lease with or grant any option or right to any person other than Purchaser with respect to the sale, transfer or conveyance of the Property or any portion thereof; and (iii) Seller shall not take any other action which would cause any representation, warranty or covenant set out herein to be untrue as of Closing Date without Purchaser's prior consent.

5. Breach of Representations, Warranties or Covenants. In the event of a breach of any representation, warranty or covenant made herein or elsewhere in this Agreement by Seller, which is not discovered by Purchaser until after the Closing Date, Seller hereby agrees to indemnify, protect, defend and hold Purchaser harmless from and against all claims, demands, causes of action, losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees and litigation costs), and charges arising as a direct or indirect consequence of such breach, including all incidental and consequential damages. If any of the foregoing representations and warranties become untrue or inaccurate on or before the Closing Date, Seller shall immediately notify Purchaser, and Purchaser shall thereupon have the right and option at any time up to and including the Closing Date to cancel and terminate this Agreement whereupon the Earnest Money with interest thereon shall immediately be paid to Purchaser and neither party shall have any further obligations hereunder.

6. Items to be Delivered to Purchaser. Within five (5) days following the date of this Agreement, Seller shall deliver to Purchaser, in the form of executed originals or photocopies of executed originals, the following items or, with respect to all or a portion of any such items that do not exist, a statement declaring that the same do not exist:

a. Engineering Reports, Environmental Audits, Surveys, Plats and Plans. A true and accurate copy of any and all engineering reports, environmental audits, surveys, plats and plans of the Property which are in the possession or under the control of Seller.

b. Title Information. A true and accurate copy of any abstracts of title, certificates of title, title insurance policies or title insurance commitments, covering the Property which are in the possession or under the control of Seller.

c. Deeds. A true and accurate copy of the deed or deeds conveying the Property to Seller.

d. Governmental Notices. A schedule and summary of any oral notices and a copy of any written notices received from any governmental or quasi-governmental authority or utility company relating to

violations of any laws, regulations or ordinances affecting the Property which have not been corrected as of the date of this Agreement.

e. Other Reasonable Documents. Copies of such other documents or information concerning the Property as Purchaser may reasonable request.

Seller represents and warrants all such items will be true and complete and will include any and all amendments, modifications or changes thereto. If Seller fails to deliver any of the items required to be delivered to Purchaser (or, if appropriate, fails to supply Purchaser with a written statement that all or a portion of such items do not exist) within such five (5) day period, then, at any time thereafter until Seller has delivered all such items and/or written statements to Purchaser, Purchaser may at its sole option cancel and terminate this Agreement by written notice thereof to Seller, and thereupon all Earnest Money and interest thereon shall be refunded to Purchaser.

7. Contingencies. From and after the date of the Agreement, Seller grants to Purchaser and its agents and representatives the full right of access to the Property, and Purchaser may, through its agents and representatives, conduct a complete inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, environmental and hazardous waste and substance investigations, and such other physical, engineering and mechanical inspections and investigations as Purchaser may require, in Purchaser's sole and absolute discretion, including but not limited to the following items (collectively, the "Contingencies"):

- a. General Investigation. Purchaser's satisfaction with the investigations, information disclosed by Seller, physical, archeological, historic, environmental, access, utilities and overall condition of the Property including, without limitation, Purchaser's approval of such surveys, soil, environmental and other inspection reports desired by Purchaser. Purchaser's determination that the development of the Property as contemplated by Purchaser is economically feasible, taking into account condition of the Property, access to the Property, utility easements affecting the Property, Purchaser's ability to effect the project at a cost satisfactory to Purchaser based upon the opinion of engineers and architects chosen by Purchaser, engineering and architectural tests and studies, and other relevant matters, in Purchaser's sole and absolute discretion.
- b. Title. Purchaser's approval of a commitment for an ALTA owner's policy of title insurance ("Commitment"), which Purchaser shall procure at Purchaser's cost from the Title Company reflecting good and marketable fee simple title to the Property and all easements and other rights benefiting the Property in a condition approved by Purchaser with such coverage and including such endorsements as Purchaser may require, such Commitment being in a form satisfactory to Purchaser.
- c. Survey Matters. Purchaser's approval of an ALTA/ACSM land title survey of the Property reflecting the Property configuration as agreed upon by Purchaser and Seller, which shall be provided by Seller to Purchaser at Seller's 's sole cost and expense, certified to Purchaser, Seller, the Title Company and the Purchaser's lender, if any ("Survey"). Purchaser must be satisfied in the Purchaser's sole and absolute discretion that there are no encroachments, protrusions, flood plains, wetlands, encroachments, overlaps, or boundary line disputes, any easements or rights of way not of record, any strips, gaps or gores, the location of any easements or other matters of record, or any other matters which are unsatisfactory to Purchaser. Notwithstanding anything contained herein to the contrary, Seller shall provide the Survey to Purchaser within thirty (30) days of the effective date of this Agreement.
- d. Zoning, Permits, Plats and Approvals. Purchaser shall have obtained from all applicable federal, state, county, city, district, Missouri Department of Natural Resources (if applicable), pond removal, municipal and other authorities and private and public utilities including plan commissions and legislative bodies, all permits, ordinances, resolutions, licenses and approvals including, without limitation, the obtaining of the proper zoning, use classifications, special uses, set back and building separation approvals, variances, planned unit development approvals, subdivision plats, subdivision, boundary adjustment and/or lot split approvals, site plan, curb cut and easement vacation approvals, architectural approvals and permits,

grading, building and sign permits, and environmental approvals and permits, so as to permit, to the satisfaction of Purchaser, the use by Purchaser of the Property (collectively, the "Zoning"). The attachment or imposition to any rezoning, permits or approvals by any federal, state, county, city, district, or municipal authority or public or private utility company of conditions objectionable to Purchaser shall be deemed to prevent the fulfillment of this contingency by satisfaction. Furthermore, any such approvals or permits shall not be deemed obtained until they become non-appealable. Notwithstanding anything contained herein to the contrary, Seller shall procure at Seller's sole cost and expense the Zoning for the Property for the use by Purchaser of the Property, said Zoning satisfactory to Purchaser in Purchaser's sole and absolute discretion,

- e. Economic Feasibility. Purchaser's determination in Purchaser's sole and absolute discretion that the economic feasibility of the Purchaser's use of the Property is satisfactory to the Purchaser.
- f. Utilities. Purchaser's satisfaction that public water, gas, electrical, telephone, sanitary sewer lines and storm sewer lines or detention or drainage areas are and will be adequate, available and accessible at the boundary lines of the Property.
- g. Access and Roadways. Purchaser's satisfaction that the Property possesses, or that Seller will otherwise provide evidence documenting, free and unrestricted access to and from the Property and dedicated public rights-of-way abutting the Property at such locations as are satisfactory to Purchaser in Purchaser's sole and absolute discretion.

Purchaser shall indemnify and hold Seller harmless from any and all liability, loss, damage, cost and expense, including reasonable attorneys' fees and court costs, which Seller may sustain or incur by reason of any entry or testing performed upon the Property. Purchaser shall restore the Property to substantially the same condition as it existed prior to such investigations.

If Purchaser does not give written notice to Seller on or before the Contingency Date that the contingencies herein have either been satisfied or waived by Purchaser, then this Agreement shall be terminated and of no further force or effect and the Earnest Money Deposit and interest thereon shall be returned to Purchaser, and thereafter neither party shall have any further liability or obligation hereunder, except for Purchaser's indemnity under Section 9 of this Agreement which will survive termination of this Agreement. If Purchaser gives timely written notice of satisfaction of the contingencies under this Section received by Seller on or before the expiration of the Contingency Date, then this Agreement shall remain in full force and effect and the parties shall proceed to close on the purchase and sale of the Property in accordance with the terms of this Agreement.

8. Contingency Period. In the event that Purchaser elects in its sole and absolute discretion, for any reason or no reason not to proceed with the acquisition of the Property, Purchaser shall, on or before the date that is sixty (60) days from the date of this Agreement (the "Contingency Date"), provide Seller with written notice of its election to terminate this Agreement. If Purchaser delivers such notice, this Agreement shall be terminated, Purchaser shall be entitled to a return of all Earnest Money and neither party shall have any further rights or obligations hereunder or otherwise and this Agreement shall be terminated. If Purchaser fails to provide or elects not to terminate this Agreement on or before the Contingency Date, this Agreement shall remain in full force and effect.

Purchaser shall have two (2) option(s) to extend the Contingency Date for an additional thirty (30) days per option (each such extension option being referred to herein as an "Extension Option"). Each Extension Option may be exercised by Purchaser by notifying Seller in writing of Purchaser's election to extend the Contingency Date. Upon the exercise of an Extension Option the Contingency Date shall automatically be extended by the number of days identified above.

Purchaser, at Purchaser's option, shall have the right to shorten the Contingency Date, by prior written notice to Seller at any time prior to the expiration of the Contingency Date, to a date selected by Purchaser. In the



event that Purchaser elects to shorten the Contingency Date and notifies Seller in writing as provided herein, all references herein to "Contingency Date" shall be deemed to refer to the Contingency Date as shortened to the date specified by Purchaser in writing to Seller.

9. Closing.

a. Place and Closing Date. The parties have agreed that closing shall take place on May 31<sup>st</sup>, 2022 at True Title.

b. Possession. At Closing, Seller shall deliver possession of the Property to Purchaser free and clear of all leases, tenants, tenancies, occupancies or rights of possession of any person or entity.

c. Seller's Obligations at Closing. At Closing, Seller shall, in addition to any other obligations of Seller as set forth in this Agreement, deliver or cause to be delivered to Purchaser, the following items, all of which shall be duly executed and acknowledged in recordable form, where appropriate:

i. Deed. A General Warranty Deed (the "Deed") in a form approved by Purchaser prior to Closing, conveying fee simple title to the Property to Purchaser in accordance with the requirements of the Purchaser's title commitment, subject only to real estate taxes for the year of the Closing which are not then due and payable and those exceptions to title raised in the Purchaser's title commitment other than those objected to by Purchaser.

ii. Releases. Written release of any lien, security interest, mortgage or deed of trust, mechanic's lien or other encumbrance affecting the Property which is not assumed by Purchaser.

iii. Seller's Affidavit. A Seller's Affidavit in form satisfactory to Purchaser and customarily used by the Title Company to permit Purchaser to obtain the owner's policy of title insurance without the standard or general pre-printed title exceptions shown on the Purchaser's title commitment and in conformance with the provisions of this Agreement.

iv. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.

v. Miscellaneous. Any other documents reasonably required by this Agreement or the Title Company to be delivered by Seller or necessary to implement and effectuate the Closing hereunder.

d. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement:

i. Purchase Price. Deliver the balance of the Purchase Price (less interest on the Earnest Money) to Seller by cashier's check or by federal wire transfer (subject to adjustment and proration as hereinbefore provided).

ii. Miscellaneous. Deliver any other documents required by this Agreement or the Title Company to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, documents, consents and approvals from Purchaser satisfactory to Seller.

10. Eminent Domain. In the event that at any time prior to the Closing Date, any notice of or proceeding shall be commenced or consummated for the taking of all or any part of the Property for public or quasi-public use pursuant to the power of eminent domain or otherwise, Seller shall promptly give written notice thereof to Purchaser.

The commencement or completion of any such proceeding shall have no effect on this Agreement unless Purchaser, by reason thereof, elects at its option, within ten (10) days after receipt by it of Seller's notice of such taking, to cancel this Agreement by giving written notice thereof to Seller to such effect, and upon the giving of such notice, the Earnest Money with interest thereon shall be refunded to Purchaser, and thereupon this Agreement shall become null and void and of no further force or effect, with neither party having any further rights or liabilities hereunder. If Purchaser shall elect to proceed with the performance of this Agreement, notwithstanding the commencement of any such proceedings described herein, or the completion of any such taking, then Seller shall assign any and all awards and other compensation for any such taking to Purchaser, and Seller shall convey all or such portion of the Property, if any, as shall be left after such taking in accordance with the terms of this Agreement.

11. Risk of Loss or Damage. The risk of loss or damage to the Property by fire or otherwise, is assumed by Seller until Closing of this transaction. In the event of such loss or damage, the Purchaser may, at Purchaser's option, (i) terminate this Agreement and secure an immediate refund of all Earnest Money and interest thereon, (ii) reduce the Purchase Price herein by the amount of any such loss or damage, or (iii) purchase the Property as is in which event all insurance proceeds shall be paid to Purchaser.

12. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered on the Closing Date, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) sent by electronic mail, facsimile, telecopier or similar transmission, at the number set forth below, followed with mailing by regular United States mail postage prepaid, (b) deposited for overnight delivery with an overnight courier such as FedEx, United Parcel Service, or other overnight courier service, or (c) deposited in the U. S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

If to Seller: Daniel McLaughlin  
710 South Kirkwood Rd.  
Kirkwood, MO 63122

and

If to Purchaser: Dusty Hosna  
City Administrator  
320 Benton St.  
Valley Park, MO 63088

With a copy to Purchaser's attorney: Timothy Engelmeyer  
13321 N. Outer Forty Rd. #300  
Chesterfield, MO 63017

The parties may change their respective addresses and/or facsimile numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

13. Broker's Commissions. Seller and Purchaser hereby represent and warrant to the other party that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or through such party's actions (or claiming through such party) is entitled to compensation as a consequence of this transaction. Seller shall be responsible to pay Brokers a commission at Closing pursuant to a separate agreement between Seller and Brokers. Seller hereby agrees to indemnify, defend and hold Purchaser harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents or affiliates in connection with this Agreement. The indemnifying party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.

14. Defaults and Remedies

a. Default by Seller. In the event that any of Seller's representations or warranties contained herein are untrue (either when made or at the Closing Date) or if Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by Seller, and Seller shall not have cured said failure within ten (10) days after written notice thereof, then Purchaser, at its option may cancel and terminate this Agreement and in such event all Earnest Money shall immediately be paid to Purchaser and/or Purchaser may pursue any and all remedies available at law or in equity including the right to specific performance. Seller shall be responsible to pay for all of Purchaser's damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees and litigation costs.

b. Default by Purchaser. If Purchaser shall fail to close the purchase of the Property as contemplated hereby due to the default of Purchaser hereunder, and Purchaser shall not have cured said default within ten (10) days after written notice thereof, the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for such default, Seller hereby specifically waiving any and all rights which it may have to damages or specific performance as a result of Purchaser's default under this Agreement.

15. Miscellaneous.

a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

b. Confidentiality. The parties each agree that they will keep confidential any information designated as such by the other or not otherwise publicly available which is derived from access, investigation or information furnished by either party in connection with this Agreement, including the negotiations conducted in connection herewith, and, if the transactions contemplated hereby are not consummated, will promptly return to the other all such information and will not thereafter use such information.

c. Person Defined. The word "person" as used herein shall include all individuals, partnerships, corporations, or any other entities whatsoever.

d. Time Periods. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

e. Agreement Separable. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

g. Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri without resort to its rules on the conflicts of laws, shall be construed to have been negotiated and entered into in the County of St. Louis, State of Missouri, the exclusive situs and venue for the resolution of any dispute arising hereunder shall be the Circuit Court of the County of St. Louis, State of Missouri, the parties hereto hereby submit to the jurisdiction of the Circuit Court of the County of St. Louis, State of Missouri, this Agreement may be enforced or litigated in either a court of law or a court of equity.

h. Survival of Representations. The representations, warranties, covenants, obligations, and indemnifications contained herein shall not merge in any document delivered at Closing and shall survive Closing and be binding upon and enforceable between the parties hereto thereafter.

i. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

j. Assignment. Purchaser may at any time freely assign this Agreement or any of its rights hereunder without the consent of Seller.

k. Attorneys' Fees and Costs. In the event Purchaser commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement, Purchaser shall be entitled to recover reasonable attorneys' fees and costs from Seller.

l. Time of Essence. Time shall be of the essence in this Agreement.

m. Offer and Acceptance. This Agreement, as signed by the Purchaser and submitted to the Seller, shall constitute an offer, which shall automatically expire on May 31st, 2022 at 5:00 p.m. CST unless accepted by Seller and a fully executed copy of this Agreement is delivered to the Purchaser prior thereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date first above written.

“Purchaser”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“Seller”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Memo

**To:** Mayor Chandra Webster  
Board of Aldermen

**From:** Dusty Hosna

**cc:**

**Date:** February 22, 2022

**Re:** Poll of the Board – February 4, 2022 – Jail Cells

---

On February 4, 2022, a poll of the Board of Aldermen was performed asking the following question:

The jail cells will be removed from the PD soon due to renovations. The previous Lieutenant and others have reached out to several agencies in an attempt to salvage these cells.

No one has been interested enough to even come look at them. The removal of them would be least time consuming if are just removed in the easiest way possible.

We have made several attempts to keep these things in one piece but the time has come for these renovations to go out for bid. Because the cells are considered city property, we will need permission to get rid of them. Again, we tried several times to find a home for these items but we feel we need to move forward.

**Do you approve the removal and disposal of the two jail cells currently located in the city hall police department?**

**Yes**

**No**

Votes:

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

No vote recorded: Reynolds, Halker, Bowen

## City of Valley Park

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

Vendor ID	Vendor Name	Invoice Number	Invoice Amount	Cash Required
100	84 Lumber Company	12622 lumber	929.59	929.59
114	ARMOR EQUIPMENT	130779- in	31.44	31.44
120	Paylocity Corporation	inv1070397	219.50	219.50
130	BUSSEN QUARRIES INC.	j388067	170.46	170.46
135	CEEKAY SUPPLY INC.	1642879 1646918	238.08	238.08
138	CINTAS CORPORATION	5094662070	224.21	224.21
154	EASTER FENCE INC.	4434	20.00	20.00
157	Energy Petroleum Company	137694	180.40	180.40
157	Energy Petroleum Company	ro48741	222.04	222.04
158	ENGELMEYER & PEZZANI LLC	2578	4,180.00	4,180.00
158	ENGELMEYER & PEZZANI LLC	vp paf feb 2022	800.00	800.00
167	Frost Electric Supply Co. Inc.	s4347718.002	287.00	287.00
181	Core & Main LP	q251102	316.80	316.80
187	Johnny on the Spot	0347-000251443	111.51	111.51
189	K & K SUPPLY	294401 295277	217.77	217.77
189	K & K SUPPLY	295173 296690	165.00	165.00
196	Luby Equipment Services	pos055894-1/559...	203.00	203.00
205	Method Technologies Inc.	21722 MTI	2,500.00	2,500.00
209	Midwest Systems Truck Equipment, Inc.	77189	868.49	868.49
209	Midwest Systems Truck Equipment, Inc.	77193	181.70	181.70
209	Midwest Systems Truck Equipment, Inc.	77230	59.82	59.82
214	MISSOURI LAWYERS MEDIA	745313045	19.72	19.72
245	REJIS COMMISSION	478666	59.00	59.00
249	SAFETY-KLEEN CORPORATION	88044105	230.36	230.36
263	ST. LOUIS COMPOSTING INC.	316342	47.50	47.50
266	ST. LOUIS COUNTY TREASURER	141593	140,464.45	140,464.45
271	STONEGATE AUTO PARTS INC	13122 SGAP	753.24	753.24
279	TRAFFIC CONTROL COMPANY	15129-in	343.93	343.93
281	TRUCK CENTERS INC.	f150694428:01	222.24	222.24
286	United Health Care	589716406473	32,931.89	32,931.89
290	VALLEY PARK ELEVATOR	12822 VPE	260.36	260.36
306	WEX BANK - EXXON MOBILE	78437202	3,728.83	3,728.83
315	Advance Professional	5817200470292/...	409.78	409.78
334	PGAV Planners	114615	6,343.75	6,343.75
346	Royal Papers	l149656	402.38	402.38
369	Dobbs Tire & Auto Centers	09-499375	99.95	99.95
369	Dobbs Tire & Auto Centers	09-499395	644.40	644.40
369	Dobbs Tire & Auto Centers	9-499457	99.95	99.95
377	Knapheide Truck Eq Center	sls64871	12.00	12.00
385	Dave Sinclair Ford	881146 648986	505.88	505.88
387	Kirkwood Material Supply	14627 14639	270.00	270.00
431	Pomp's Tire Service, Inc.	1240029892	41.00	41.00
433	SC Engineering, LLC DBA Cochran	sc7171	1,528.38	1,528.38
440	Republic Services Recycling South - 30...	3015-000032187	828.09	828.09
457	Interstate Billing Service, Inc.	192618ca	161.62	161.62
474	Meramec Valley Transfer Station	4360-000007547	8,282.46	8,282.46
483	LAWN CARE EQUIPMENT CO	33284	75.27	75.27
484	Club Car Wash Operating	inv1972	80.00	80.00
580	Azavar	155325	125.00	125.00
591	Compass Minerals America	932884	2,817.99	2,817.99
591	Compass Minerals America	947321	5,495.49	5,495.49
591	Compass Minerals America	948677	5,300.19	5,300.19
591	Compass Minerals America	949988	1,620.99	1,620.99
591	Compass Minerals America	951320	2,429.91	2,429.91
653	New Frontier Materials	12530255	402.40	402.40
653	New Frontier Materials	12530786	158.40	158.40

# 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>
653	New Frontier Materials	12532789	<u>160.80</u>	<u>160.80</u>
Report Total			<u>229,484.41</u>	<u>229,484.41</u>



City of Valley Park  
Invoices Selected for Payment - LIST FOR BOARD APPROVAL

Vendor Name	Invoice/Credit Description	Invoice Amount
84 Lumber Company	wood/framing/roofing felt/washed pin	929.59
ARMOR EQUIPMENT	oil level sight / temp gauge	31.44
Paylocity Corporation	HRA, FSA Monthly Fees for 2/21 to 3/21/22	219.50
BUSSEN QUARRIES INC.	2 clean for 738 Benton	170.46
CEEKAY SUPPLY INC.	acetylene, argon mixture, oxygen, ac100 acetylene cylinder	238.08
CINTAS CORPORATION	Frist aid Supply for Garage	224.21
EASTER FENCE INC.	Black wire ties for Brignole fence	20.00
Energy Petroleum Company	Diesel exhaust fluid closed drum	180.40
Energy Petroleum Company	Diesel #2 Ultra Is Dyed winter	222.04
ENGELMEYER & PEZZANI	Attorney fee for 12/01 to 12/29/21	4,180.00
ENGELMEYER & PEZZANI	Feb 2022 Prosecuting Attorney Fees	800.00
Frost Electric Supply Co. Inc.	Hi Visibility Safety Gear 10 Hooded Sweatshirt	287.00
Core & Main LP	6 pvc sdr35 swr pipe 14' for 738 benton	316.80
Johnny on the Spot	1 Standard Restroom for 1111 Cal Hedrick way	111.51
K & K SUPPLY	broom, sprayer hose, 48" General Purpose Concrete finis	217.77
K & K SUPPLY	3/4 Yard Track Concrete Buggy	165.00
Luby Equipment Services	Filter Hydraulic oil, Engine oil	203.00
Method Technologies Inc.	Feb 2022 Monthly Managed Services	2,500.00
Midwest Systems Truck Equipment, Inc.	Pivot pin, pivot bar kit, spinner motor # 17	868.49
Midwest Systems Truck Equipment, Inc.	Pivot plates Plate side ps #17	181.70
Midwest Systems Truck Equipment, Inc.	Meyer blue Hydraulic oil	59.82
MISSOURI LAWYERS MEDIA	Conditional use Permit for RV Storage Covering	19.72
REJIS COMMISSION	118 Pams/Show me courts Case for 1/01 to 1/31/22	59.00
SAFETY-KLEEN	5g parts washer Solvent	230.36
ST. LOUIS COMPOSTING INC.	Yard waste for Jan 2022	47.50
ST. LOUIS COUNTY	Full Service Contracts for Feb 2022	140,464.45
STONEGATE AUTO PARTS INC	oil, filter, radial seal, wipers, sparks plugs, led lights	753.24
TRAFFIC CONTROL COMPANY	Signs Beckett mem/Marshall re/Equestrian symbol/Horse cross	343.93
TRUCK CENTERS INC.	Crankcase ventilation kit	222.24

City of Valley Park  
Invoices Selected for Payment - LIST FOR BOARD APPROVAL

United Health Care	Health insurance for City Employee for March 2022	32,931.89
VALLEY PARK ELEVATOR	Chain, hooks, calcium chloride, paint, rollers and supplies	260.36
WEX BANK - EXXON MOBILE	Fuel city Vehicles for 1-16 to 2-15-22	3,728.83
Advance Professional	Battery lawn/garden, Battery Gold bucket truck/ air filters	409.78
PGAV Planners	lakehile cup/ us motors/ cameras with twin oaks/ BBC Electri	6,343.75
Royal Papers	Trash Can liner, towel, Tolet tissue	402.38
Dobbs Tire & Auto Centers	Thrust angle alignment unit 10	99.95
Dobbs Tire & Auto Centers	245/75r17 wrl workhorse at e bls/disposal	644.40
Dobbs Tire & Auto Centers	Thrust Angle alignment unit 2	99.95
Knapheide Truck Eq Center	shop supplies for # 2 and 17	12.00
Dave Sinclair Ford	Grille assy radiator /ran check on vehicle repaired leak	505.88
Kirkwood Material Supply	Top Soil for Brignole and 235 Valley View Ridge	270.00
Pomp's Tire Service, Inc.	md tk fl rep out/ str on veh shop	41.00
SC Engineering, LLC DBA Cochran	sc18-809 St Louis ave Phase 1	1,528.38
Republic Services Recycling South - 3015	Recycling for jan 2022	828.09
Interstate Billing Service, Inc.	Hose for unit 6	161.62
Meramec Valley Transfer	Trash for 1/01 to 1/31/2022	8,282.46
LAWN CARE EQUIPMENT CO	pto belt 460 gravelly	75.27
Club Car Wash Operating	Car washes for city Vehicles 2 com dev, 2 parks, 4 streets	80.00
Azavar	contingency payment 15 of 36 for gas audit	125.00
Compass Minerals America	Bulk coarse la- hwy	2,817.99
Compass Minerals America	Bulk Coarse LA HWY	5,495.49
Compass Minerals America	bulk Corase LA- Hwy	5,300.19
Compass Minerals America	Bulk Coarse LA - HWY	1,620.99
Compass Minerals America	Bulk coarse la-hwy	2,429.91
New Frontier Materials	coml c hma pg64-22 for Brignole	402.40
New Frontier Materials	coml c for potholes	158.40
New Frontier Materials	Coml c hma (gp64-22) potholes	<u>160.80</u>

229,484.41

Jan-22 VISA BREAKDOWN # 355

Date	Customer	Description	gl	amount
1/28/2022	Visa	Rebate Credit	01-0000-5175	(\$64.20)
12/29/2021	Flowershop	Flowers for Mike Behan Funeral	01-1000-6045	\$76.86
1/22/2022	Microsoft	Jan Monthly Billing	01-1000-6124	\$12.00
1/28/2022	Amazon	surface pro x lpad for BOA	01-1000-6124	\$7,273.00
1/12/2022	Adode Export	software for adobe	01-1000-6126	\$23.88
1/9/2022	Amazon	Clock and Planner for office	01-1000-6126	\$37.98
1/16/2022	Amazon	w2 and 1099 form and cell phone case for rose	01-1000-6126	\$60.98
12/31/2021	Amazon	Carbide tool set	01-1100-6116	\$29.38
1/12/2022	Amazon	2 55 Gallon Drum and Grabage Dolly	01-1100-6117	\$70.44
1/7/2022	Amazon	Front air break hose for Unit 6	01-1100-6127	\$78.10
1/24/2022	Petro Mart	Gas for Vehicle bp card not working	01-1100-6135	\$63.91
1/5/2022	Amazon	Control Cables for Leaf Vacuum	01-1100-6137	\$49.98
1/26/2022	Amazon	surface pro x ipad for com dev	01-1400-6124	\$4,156.00
1/6/2021	Amazon	Surface pro x keyboard and case	01-1400-6124	\$332.28
1/11/2022	Home Depot	GAF timbelina hd2 Charcoal	17-1200-6265	\$180.00
1/11/2022	Home Depot	Shingles for Brignole	17-1200-6265	\$76.50
1/11/2012	Home Depot	Brown galv roof edge for brignole	17-1200-6265	\$28.74
1/18/2022	Cardinal building	Fascia for brignole	17-1200-6265	\$77.33
1/24/2022	Cardinal building	Fascia for brignole	17-1200-6265	\$46.10
12/30/2021	Home Depot	Shingles for Brignole	17-1200-6265	\$236.00
1/3/2022	Home Depot	Pvc Board, Grab bars	17-1200-6265	\$129.64
1/10/2022	Home Depot	Brown galv roof edge for brignole	17-1200-6265	\$38.32
1/10/2022	Home Depot	Common board, Roof Edge for Brignole	17-1200-6265	\$181.08
1/11/2022	Cardinal building	Screws, roof edge	17-1200-6265	\$97.40
<b>Grand Total</b>				<b>\$13,291.70</b>



**Account Summary**

Billing Cycle		01/31/2022
Days in Billing Cycle		31
Previous Balance		\$6,385.80
Purchases	+	\$13,355.90
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	+	\$0.00
Payments	-	\$64.20-
Other Charges	-	\$6,385.80-
Finance Charges	+	\$0.00
<b>NEW BALANCE</b>		<b>\$13,291.70</b>

**Credit Summary**

Total Credit Line	\$25,000.00
Available Credit Line	\$11,708.30
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	<b>\$13,291.70</b>
MINIMUM PAYMENT	<b>\$333.00</b>
PAYMENT DUE DATE	<b>02/25/2022</b>

*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**

Trans Date	Post Date	Reference Number	TOTAL CORPORATE ACTIVITY	Transaction Description	Amount
01/24	01/28	20100003	\$6,385.80-	PAYMENT - THANK YOU	\$6,385.80-

**Cardholder Account Summary**

FEE ACCT 00000296-010000000 #### #### #### 5757	Payments & Other Credits \$64.20-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$64.20-
--	--------------------------------------	-------------------------------------	-------------------------	----------------------------

**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/31	01/02		74142962112000000001840	REBATE CREDIT	\$64.20-

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



BL ACCT 0000296-1000000  
 CITY OF VALLEY PARK  
 Account Number: #### #### #### 5740  
 Page 3 of 4

Cardholder Account Summary					
DUSTY HOSNA #### #### #### 0885		Payments & Other Credits \$0.00	Purchases & Other Charges \$23.88	Cash Advances \$0.00	Total Activity \$23.88
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/12	01/13	PBUS03	24943002012700502112334	ADOBE EXPORTPDF SUB 408-536-6000 CA	\$23.88

Cardholder Account Summary					
CHANDRA WEBSTER #### #### #### 0893		Payments & Other Credits \$0.00	Purchases & Other Charges \$381.44	Cash Advances \$0.00	Total Activity \$381.44
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/29	01/02	PBUS03	24717051365163654747635	TLF*FLOWERSHOPPING COM 949-3480497 CA	\$76.86
01/11	01/13	PBUS03	24943012012010192151868	THE HOME DEPOT #3007 ST LOUIS MO	\$76.50
01/11	01/13	PBUS03	24943012012010192151801	THE HOME DEPOT #3007 ST LOUIS MO	\$28.74
01/18	01/19	PBUS03	24275392018900013000146	CARDINAL BUILDING BRIDGETON MO	\$77.33
01/21	01/23	PBUS03	24430992021400818053006	MSFT * E0500HEURB MSBILL.INFO WA	\$12.00
01/24	01/25	PBUS03	24275392024900013400108	CARDINAL BUILDING BRIDGETON MO	\$46.10
01/24	01/25	PBUS03	24122542025744002833356	BP#1490900PETROMART #28 VALLEY PARK MO	\$63.91

Cardholder Account Summary					
JON YOUNG #### #### #### 0901		Payments & Other Credits \$0.00	Purchases & Other Charges \$12,950.58	Cash Advances \$0.00	Total Activity \$12,950.58
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/30	01/02	PBUS03	24692161365100924131378	THE HOME DEPOT 3007 SAINT LOUIS MO	\$236.00
12/31	01/02	PBUS03	24692161365100693822967	AMZN Mktp US*J68X25823 Amzn.com/bill WA	\$29.38
01/03	01/05	PBUS03	24943012004010187628714	THE HOME DEPOT #3004 BALLWIN MO	\$129.64
01/05	01/06	PBUS03	24692162005100632350009	AMZN Mktp US*936LB4VK3 Amzn.com/bill WA	\$49.98
01/06	01/07	PBUS03	24692162006100195472074	AMZN Mktp US*WT2UW2V63 Amzn.com/bill WA	\$332.28
01/07	01/09	PBUS03	24431062007083309333977	AMAZON.COM*MG6065KY3 AMZN AMZN.COM/BILL WA	\$78.10
01/09	01/10	PBUS03	24431062009083349040895	AMZN MKTP US*4B6PY3TQ3 AM AMZN.COM/BILL WA	\$37.98
01/10	01/12	PBUS03	24943012011010189043327	THE HOME DEPOT #3007 ST LOUIS MO	\$38.32
01/10	01/12	PBUS03	24943012011010189035091	THE HOME DEPOT #3004 BALLWIN MO	\$181.08
01/11	01/12	PBUS03	24275392011900012400138	CARDINAL BUILDING BRIDGETON MO	\$97.40
01/11	01/13	PBUS03	24943012012010192151637	THE HOME DEPOT #3007 ST LOUIS MO	\$180.00
01/12	01/13	PBUS03	24431062012083329640222	AMAZON.COM*H447G3BS3 AMZN AMZN.COM/BILL WA	\$70.44
01/16	01/17	PBUS03	24692162016100940002547	AMZN Mktp US*VK7M99T53 Amzn.com/bill WA	\$60.98
01/26	01/27	PBUS03	24692162026100207355438	AMZN Mktp US*7B7JT6Z63 Amzn.com/bill WA	\$4,156.00
01/28	01/30	PBUS03	24431062028083302063980	AMZN MKTP US*0L1SL5FQ3 AM AMZN.COM/BILL WA	\$7,273.00

**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!  
 THE TOTAL FINANCE CHARGE PAID ON YOUR ACCOUNT DURING THE PAST YEAR WAS \$25.38.

# 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: 114615  
Date: 02/01/2022  
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 January 29, 2022

**Consulting Services Continued**

*334  
01-1000-6172*

	Hours	Billing Rate	Billed Amount
Anna Krane	36.00	175.00	6,300.00
Catherine Hamacher	0.25	175.00	43.75
Labor subtotal	36.25		6,343.75
<b>Invoice Total</b>			<b>\$6,343.75</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
114615	02/01/2022	6,343.75	6,343.75				
	Total	\$6,343.75	\$6,343.75	\$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 Continuing Services**

<b>Employee Name</b>	<b>Tasks Completed</b>
Catherine Hamacher	Editing memo.
Anna Krane	Lakehill CUP. US Motors discussion and memo. Lakehill questions. Lakehill CUP review and PZ meeting. Cameras with Twin Oaks meeting and mapping. Residential paving memo. Residential paving memo and review. Legislative Committee meeting. Camera location mapping and zoning update. Land use questions. BBC electric review and memo. BBC electric memo. Marshall Rd review and discussion. 101 Marshall memo.

# ENGELMEYER & PEZZANI, LLC

13321 N Outer Forty Rd Ste 300  
Chesterfield MO 63017  
636-532-9933  
314-863-7793 fax  
www.epfirm.com

158  
01-1000-672

City of Valley Park  
320 Benton St.  
Valley Park, MO 63088

Invoice #: INV2578  
Date: 01-23-2022  
Valley Park City Attorney

Date	Billor	Type	Description of Work/Expense	Discount	Hours	Rate	Total
12-29-2021	Timothy Engelmeyer	Hourly	906 Marshall work. Docs provided to TP. P&C litigation work.		1.00	125.00	125.00
12-29-2021	Timothy Engelmeyer	Hourly	ScrapMart work. Met with RB.		1.00	125.00	125.00
12-29-2021	Timothy Engelmeyer	Hourly	Demo work. Reviewed docs and notes from hearing. Drafted proposed order for consideration. 906 Marshall Rd.		1.70	125.00	212.50
12-28-2021	Timothy Engelmeyer	Hourly	Follow up on 906 Marshall hearing. worked on FOF, edits. P&C litigation work.		2.30	125.00	287.50
12-21-2021	Timothy Engelmeyer	Hourly	Worked on boundary issue. Communicated with Wilson from Drury.		0.40	125.00	50.00
12-20-2021	Timothy Engelmeyer	Hourly	Prepared for BOA meeting. P&C work. Attended BOA meeting.		2.50	125.00	312.50
12-17-2021	Timothy Engelmeyer	Hourly	ScrapMart litigation team meeting. Worked on file.		1.70	125.00	212.50
12-16-2021	Timothy Engelmeyer	Hourly	Prepared for and attended Legislative workshop and FW&M meetings. Follow up.		2.50	125.00	312.50
12-16-2021	Timothy Engelmeyer	Hourly	Handled administrative demolition hearing on 906 Marshall.		1.40	125.00	175.00



12-16-2021	Timothy Engelmeyer	Hourly	Prepared for administrative demolition hearing. Reviewed file, exhibits and created trial outline.		1.50	125.00	187.50
12-15-2021	Timothy Engelmeyer	Hourly	Worked on real estate issues involving Veteran's Park.	62.50	1.50	125.00	125.00
12-15-2021	Timothy Engelmeyer	Hourly	Worked on boundary issue. Call and email to Laneman.		1.50	125.00	187.50
12-14-2021	Timothy Engelmeyer	Hourly	Dealt with ScrapMart. Research and met with counsel.		1.30	125.00	162.50
12-13-2021	Timothy Engelmeyer	Hourly	Worked on 625 Benton.	62.50	1.50	125.00	125.00
12-09-2021	Timothy Engelmeyer	Hourly	Prepared for and attended legislative committee meeting.		1.50	125.00	187.50
12-08-2021	Timothy Engelmeyer	Hourly	Responded to counsel's ScrapMart request. Provided input via email. Provided accompanying documents.		0.60	125.00	75.00
12-07-2021	Timothy Engelmeyer	Hourly	Boundary work. Met with D. Wilson and counsel for McBride. Research.		1.60	125.00	200.00
12-07-2021	Timothy Engelmeyer	Hourly	Staff meeting. Numerous issues.		1.00	125.00	125.00
12-07-2021	Timothy Engelmeyer	Hourly	ScrapMart work. Research. Meeting with contracted counsel.	125.00	3.00	125.00	250.00
12-07-2021	Timothy Engelmeyer	Hourly	Worked on Ranieri release language.		0.40	125.00	50.00
12-06-2021	Emily Kalla	Hourly	Draft Release for additional inlet costs from Ranieri Construction.		0.30	100.00	30.00
12-03-2021	Timothy Engelmeyer	Hourly	P&C litigation work. ScrapMart.	125.00	4.00	125.00	375.00
12-02-2021	Timothy Engelmeyer	Hourly	Board of Adjustment meeting.		0.30	125.00	37.50
12-02-2021	Timothy Engelmeyer	Hourly	P&C litigation work. Prepped for tonight's meeting. Short conf call with DH.		2.00	125.00	250.00
12-01-2021	Timothy Engelmeyer	Hourly	Meeting with Stifel (lunch).	162.50	1.30	125.00	0.00

Total Fees:

\$4,180.00

Pay online with credit card by visiting us at <http://epfirm.com>  
OR directly through our LawPay account at  
<https://secure.lawpay.com/pages/epfirm/trust>

You can also pay by personal check:

Make checks payable to:  
ENGELMEYER & PEZZANI, LLC and send to:  
13321 N. Outer Forty Rd. #300  
Chesterfield, MO 63017

For questions please call 636-532-9933

Thank You

METHOD TECHNOLOGIES  
VENDOR 205

MONTHLY PAYMENT  
FOR MTI MONTHLY MANAGED SERVICES

2500.00

01-1000-6150

JULY 2021

AUG 2021

SEPT 2021

OCT 2021

NOV 2021

DEC 2021

JAN 2022

FEB 2022

MAR 2022

APR 2022

MAY 2022

JUNE 2022

Prosecuting Attorney Fees

Vendor 158

Engelmeyer & Pezzani LLC

800.00

01-1000-6251

Feb 17, 2022

Inv VP PAF Feb 2022