

EX ALDERMAN NEWSLETTER 255 AND CHESTERFIELD 200



By John Hoffmann

We are starting with what is an out and out scandal in Chesterfield where a former mayor and former city attorney who is now a county judge constantly broke the Missouri Sunshine Open Records Law. This exposé goes on for 19 pages. I know a lot of people don't want to invest that kind of time, reading emails, minutes and letters where officials admit breaking the law. If that is the case we do have 20 pages of other news after this.

UNAPPROVED CHESTERFIELD NEWSLETTER 200



December 09, 2016

**A BOONDOGGLE TURNS INTO A SCANDAL AS CITY OFFICIALS
BREAK THE LAW AND HIDE PUBLIC RECORDS.**

**FORMER CITY ATTORNEY AND CURRENT SITTING JUDGE
KNOWINGLY BROKE OPEN RECORDS LAW TRYING TO HIDE
DOORACK LEASE: He wasn't the only one. Former Mayor and GM of
Metro Transit John Nations and City Administrator Mike Herring
clearly were trying to hide the deal from the public:**

We filed a Missouri Sunshine Law Open Records request for all documents and e-mails and letters associated with the Doorack 10-year lease deal with an option to buy a 1.4 acre vacant lot for \$1,000,000. We received 315 pages in response to our request. Normally when you receive that much paper work someone is trying to bury you in paperwork. I did receive three and four duplicate documents, but I almost got nothing as the City Council was about to continued breaking the law after 7-1/2 years.

In November of 2016 The City Council voted whether or not to release public documents under the Missouri Law Open Records Law to the public. It was a close vote.

Barry Flachsbart, Bridget Nations, Randy Logan and Bruce DeGroot voted **NOT TO ALLOW THE PUBLIC TO SEE DOCUMENTS BY LAW ARE IN THE PUBLIC DOMAIN**. Frankly I don't see why anyone should ever vote for these four again. They were breaking the Missouri Open Records Law and voted to continue to break the Missouri Sunshine Open Records Law, since By Missouri Law all this material associated with a lease was supposed to be open records. But that apparently was not the case in Chesterfield. From 2009 until November 16, 2016 it was intentionally withheld from the public, with the knowledge and approval of Mayor John Nations, City Administrator Mike Herring and City Attorney Rob Heggie.

Barb McGuinness, Dan Hurt, Tom DeCampi and Guy Tilmann voted to follow the law and release the records. Mayor Bob Nation broke the tie by voting to release the records. Mayor Nation had been fighting against this lease since 2008 when it was first proposed.

SACHS PROPERTIES HELD THE LEASE AND WANTED TO UNLOAD IT: The first reason the city should not have been involved in this deal was that Sachs Properties held a lease with the Doorack Family and they wanted to unload it. (Rumors have it that Sachs leased the property to keep Quick Trip from buying the property.) That should have been a red flag alone. Also Sachs Properties owns so much commercial property that the City of Chesterfield regulates and enforces zoning and building ordinances over, the idea of entering into a business deal with them is suspect at best and smells of **BAD GOVERNMENT** being led by Mayor John Nations (Councilwoman Bridget Nations' husband) along with then Michael Herring the only person who had been city administrator over 20 years and City Attorney Rob Heggie.

Here is the first document from Sachs Properties to the City about leasing the vacant lot.



SACHS PROPERTIES®

November 18, 2008

Mayor John Nations
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Re: Doorack Property

Dear John:

I have enclosed for your review the redlined version of the Ground Lease and Purchase Option for the Doorack property at Old Chesterfield Road and Baxter Road. I have also enclosed a copy of the Assignment and Assumption of Lease to the City of Chesterfield per our recent discussion.

After reviewing, please call to discuss. Thank you.

Sincerely,

SACHS PROPERTIES, INC.

Kathleen Higgins
President

On December 2, 2008 Sachs Properties sent the lease and a letter to Mrs. Bea Doorack for her to sign.

In February of 2009 Dan Hurt wanted the matter moved up to the March 2009 agenda. Hurt was very much in favor of the lease and wanted to be able to vote for it before he stepped down from the Council in April of 2009. Interestingly by 2016 Hurt believed the city was wrong to hide the lease and related documents and voted to release them. Here is part of two emails between Mayor John Nations and City Attorney Rob Heggie.

Subj: **Re: Dorrack**
Date: 2/5/2009 9:25:31 A.M. Central Standard Time
From: jnations@ArmstrongTeasdale.com
To: heggierob@aol.com

Do it.

From: Heggierob@aol.com
To: John M. Nations
Cc: MHerring@chesterfield.mo.us
Sent: Thu Feb 05 09:22:18 2009
Subject: Dorrack

Mayor:

Just a FYI, Dan Hurt called me this morning and wanted to know if it was possible to get the Dorrack deal done before he leaves Council. He indicated strong support for the plan and thought the pricing was good, but wanted to get an appraisal. His last meeting would be March 16 according to my calculations.

We can probably get Tom McReynolds for an appraisal.

Thanks

Robert M. Heggie
Attorney at Law

WRONG INFORMATION FROM CITY ATTORNEY TO CITY STAFF AND CITY COUNCIL. Before the ordinance was passed for the lease, City Attorney Heggie sent a letter to Mike Herring telling him that if the city defaulted on the lease the lease would revert back to Sachs Properties. Four years later this turned out to be completely untrue.

STEWART, MITTLEMAN, HEGGIE & HENRY L.L.C.
ATTORNEYS AT LAW

March 11, 2009

Mr. Michael G. Herring, ICMA-CM
City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Re: Dorrack Brickyard Property

Dear Mike:

CONFIDENTIAL

✓ jgg → EXEC. SESSION
3/11/09 3/16/09

paragraph three:

The assignment also obligates the City to reassign the property to Sachs if the City fails to pay the annual rent or the City decides not to exercise its option to purchase the property before the lease terminates. Sachs retains the right to review the City's development plans for the site and request reasonable changes that would be paid for by Sachs. Sachs also retains the right of first refusal for 20 years if the City exercises the purchase option and then wishes to sell the property. Sachs would have to purchase the property on the same terms as any future purchaser from the City under this right.

So Heggie incorrectly tells the city administrator they can get out of the lease and if they want to do anything with the property it has to be approved by Sachs Properties. All this later turned out not to be true.

The lease was actually for \$6,500 a month but the city had to pay real estate taxes the Dooracks were responsible for. The lease payment broken down over a yearly amounted to slightly above \$8,000 a month.

THE VOTE: At the March 16, 2009 City Council meeting, the council went into secret executive session. There they voted on the Doorack lease. Here is the outcome of the vote per the previously unreleased minutes:



CONFIDENTIAL

Doorack

**CHESTERFIELD CITY COUNCIL MEETING
MONDAY, MARCH 16, 2009
MINUTES - EXECUTIVE SESSION (closed meeting)**

BILL NO. 2697 - ACCEPTS ASSIGNMENT OF A LEASE FOR A 1.4-ACRE TRACT OF LAND LOCATED AT 16659 OLD CHESTERFIELD ROAD, CURRENTLY OWNED BY DOORACK BRICK CONTRACTING CO. AND LEASED TO CHESTERFIELD VILLAGE, INC.

A motion was made by Councilmember Hurt and seconded by Councilmember Casey for the FIRST READING of Bill No. 2697. A voice vote was taken, with a unanimous affirmative result and Bill No. 2697 was read for the first time.

A motion was then made by Councilmember Hurt, seconded by Councilmember Geiger, for the SECOND READING of Bill No. 2697. A voice vote was taken, with a unanimous affirmative result and Bill No. 2697 was read for the second time.

A roll call vote was then taken, for passage and approval of Bill No. 2697, with the following results: AYES: Schenberg, Erickson, Casey, Geiger,

Fults, Hurt; NAYS - None. Whereupon Mayor Nations declared Bill No. 2697 approved, passed it and it became **ORDINANCE NO. 2513**.

A motion was then made by Councilmember Hurt, seconded by Councilmember Geiger, to transfer \$70,000 from General Fund Fund Reserves to the Parks Sales Tax Fund, to cover the costs of this lease, as well as any associated insurance costs. A roll call vote was taken, with the following results: AYES: Erickson, Geiger, Fults, Hurt, Casey, Hurt; NAYS - None. Mayor Nations declared the motion as passed.

There being no further business to discuss, the meeting was adjourned at 6:58PM.

Bills are supposed to have first and second readings at different meetings to allow councilpersons to do research or obtain opinions or reaction from constituents. Since this process was held in secret it would be impossible to get reaction from the public, plus Dan Hurt wanted to vote for it and he would be out of office at the April meeting.

THE SMOKING GUN: When the lease was approved the records, emails and the vote should all have been available to the public. But that did not happen for seven years. City Attorney Rob Heggie was clearly aware for two reasons that the lease agreement for Doorack was being illegally withheld from the public. First he was sent an email summary of the meeting where the first item stated "Details (of lease) to be provided to the appropriate individuals."

Here is the first item in the email from City Administrator Mike Herring to department heads and Heggie.

Subj: **Summary - 3/16/09 City Council meeting**
Date: 3/17/2009 9:22:29 A.M. Central Daylight Time
From: MHerring@chesterfield.mo.us
To: DDunkle@chesterfield.mo.us, KVaughn@chesterfield.mo.us, LMalberg@chesterfield.mo.us,
MGeisel@chesterfield.mo.us, RJohnson@chesterfield.mo.us
CC: Heggierob@aol.com, ANassif@chesterfield.mo.us, BMcGownd@chesterfield.mo.us,
JNaggian@chesterfield.mo.us, KJohnson@chesterfield.mo.us, PShelton@chesterfield.mo.us,
SJarvis@chesterfield.mo.us

 In Exec. Session, City Council approved passage of Bill No. 2697, which became Ord. No. 2513. Details to be provided to the appropriate individuals.

Then the minutes from the February 23, 2011 Secret Executive Session confirmed the City Attorney was actively violating the sunshine law. The minutes from this meeting showed that Heggie had kept the lease at his law office instead of City Hall so if someone requested to see it they could claim it was part of attorney-client privilege. Here is that portion from the minutes.



*File
Doorack*

CONFIDENTIAL

**CITY OF CHESTERFIELD
EXECUTIVE SESSION – CLOSED MEETING
MINUTES – February 23, 2011**

Discussion ensued. Councilmember Nation indicated his desire to obtain a copy of the appraisal, so that he could adequately evaluate it. Mr. Heggie stated that he would recommend that the lease remain, at his office, where it is protected from public scrutiny. Councilmember Nation could visit Mr. Heggie's office and review the appraisal, at that time. City Council agreed with that approach.

Another red flag: Although the lease was with the Doorack family on April 6, 2009 it was sent by Heggie to Sachs Properties via courier ref the lease. All the correspondence to this point was not with Doorack or their attorney but with Sachs Properties.

ONE-MAN OPPOSITION: Bob Nation, a councilman in 2009 contacted City Administrator Mike Herring wanting a revote on the lease placed on a council agenda. Herring wrote back that Nation could not request such a vote, only someone who voted for the lease could request a revote.

ONE MAN WAR GETS SHOT DOWN AGAIN: On October 2, 2009 Bob Nation wanted to discuss the lease in executive session. He was turned down by City Attorney Heggie, who quotes the Sunshine Law saying since the lease had been approved and signed it could not be discussed in Executive Session. However for the next four years under the guidance of Heggie there will be numerous Secret Executive Session meetings about this lease that he is hiding at his law office. It was still discussed in executive session last month.

From: Bob Nation [mailto:BNation@chesterfield.mo.us]
Sent: Friday, October 02, 2009 10:42 AM
To: Michael Herring; RSNation@aol.com
Cc: Barry Flachsbart ; BRUCE GEIGER (bgeiger001@charter.net); CONNIE FULTS (cfults@charter.net); John M. Nations (jnations@ArmstrongTeasdale.com); Lee Erickson; Matt Segal (matthewsegal@hotmail.com); Mike Casey (mcasey@metalexchangecorp.com); Randy Logan

10/2/2009

90

(rlogan@wallachtrading.com); Rob Heggie
Subject: RE: Doorack Lease

Mike,

Since the subject matter deals with the lease or purchase of real estate, I thought it would only be appropriate to discuss in executive session. In the past, we have always discussed these matters in executive session. I am willing to discuss the matter in either type of meeting

I am further concerned to find that, according to appraiser Tom McReynolds, there never was an appraisal done on the property. I am further disturbed by the fact that since I tried to contact him regarding this, he has been evasive and not returned phone calls after having told me that he would. In my last conversation with him, he indicated that he had been directed not to speak with me and that if I had any questions, I should direct them to Mr. Heggie.

It is further my understanding that this lease can be terminated by the city at any time. If the city is interested in eventually purchasing the property I would suggest attempting to pay fair market value for it now versus paying \$85,000/year for ten years and then paying \$1,000,000 for the property. St. Louis county records reflect that the property is 1.24 acres versus 1.4 and is valued at \$272,000 versus the \$800,000 that someone has suggested it is worth. While I acknowledge that the St. Louis County appraised value may be significantly inaccurate, I seriously doubt the property is worth anywhere near the .8 million figure. Even if the property were accurately valued at \$.8 million, in my mind in today's market that would not be nearly enough to justify the annual lease/cost of \$85,000 for a vacant lot that is not producing any income. Beyond this, I do not believe it appropriate for a municipality to speculate on the value of commercial property with taxpayer dollars. This is especially true since there is no specific plan for this property other than the suggestion that it could be a trailhead for the levee trail and that it is located in an historic area.

I realize my persistence in this matter has more that ruffled feathers, but I assure you that I am only focusing on the facts and I ask the same in return.

Respectfully, Bob Nation

1/2009

Robert Heggie

From: Rob Heggie [rheggie@smhhlaw.com]
Sent: Friday, October 02, 2009 2:14 PM
To: 'Bob Nation'; 'Michael Herring'; 'RSNation@aol.com'
Cc: 'Barry Flachsbart'; 'BRUCE GEIGER (bgeiger001@charter.net)'; 'CONNIE FULTS (cfults@charter.net)'; 'John M. Nations (jnations@ArmstrongTeasdale.com)'; 'Lee Erickson'; 'Matt Segal (matthewsegal@hotmail.com)'; 'Mike Casey (mcasey@metalexchange.com)'; 'Randy Logan (rlogan@wallachtrading.com)'

Subject: RE: Doorack Lease

Councilmember:

Mr. Herring and the Mayor asked me to reply to your email this morning and voice mail to Mike.

First I do not see anyway to discuss this in executive session. The Missouri Sunshine law permits the City to discuss the purchase, lease or sale of real estate in executive session only until while the transaction is pending and if discussion of the matters in an open meeting could affect the price. This lease has been signed for some months now and the lease terms and purchase option are a matter of public record.

As to Mr. McReynolds, the appraiser, in my letter to Council, dated March 11, 2009, I clearly indicated that the City had not received a formal appraisal on the Doorack property. We have used Tom McReynolds on the Eberwein, Rotokan, Levee trails and Holtzman matters and he agreed to visit the site for us. He had done an appraisal for a nearby parcel and is very familiar with the area. He told me that the monthly lease rate of \$ 6500.00 was fair and that he thought the current value of the property was \$ 800,000.00. He had no opinion on what the value might be in 2016 when the purchase option for \$1,000,000 begins. I relayed the same information to you when you called me, on September 14, 2009.

While I know you were visiting your brother in Arizona the night Council considered this matter, I again, based on your phone call to me on March 16, 2009, relayed your concerns about the value of the property to the Council during the Executive Session. I told the Council again, verbally, that no formal appraisal had been completed.

Since Council unanimously approved and supported this deal and due to Council's direction to close this deal as soon as possible, so as to not lose this property and so that it could be done before Councilman Hurt retired, we did not complete the formal appraisal and were not charged any fee by Mr. McReynolds for the work he had done.

Mr. McReynolds is bound by the attorney-client privilege and the client in the matter is the City and, until directed by vote of the Council, he cannot and should not have conversations with an individual Council member. The City acts only through the vote and direction of the entire Council and one Councilmember acting without the direction of the entire Council has no right to negate the attorney-client privilege enjoyed by the City. Mr. McReynolds could be compelled to testify in court about any conversations he had with you or any City official. Only his conversations with me are protected by the attorney-client privilege.

Thanks

Rob

What is really amazing here is that Heggie is quoting the Sunshine Law but is illegally keeping the lease at his office so the public can't see it.

CITY ADMINISTRATOR COMPLAINS ABOUT BOB NATION TO MAYOR JOHN NATIONS AND HEGGIE. One October 22, 2009 Rob Heggie again incorrectly advised the Council they could get out of the lease. In the same exchange of emails City Administrator Herring complains about Bob Nation's relentless attack of the Doorack lease and of an appraisal of the 1 1/4 acre vacant lot.

From: Michael Herring [mailto:mherring@chesterfield.mo.us]
Sent: Thursday, October 22, 2009 1:40 PM
To: Rob Heggie
Cc: John Nations
Subject: FW: FW: Council packet information for November 2 meeting

Rob: This guy just flat wears me out.....Please advise as to what you think we should do. I already told me that I would copy whatever he provides to me, in advance and that I would not research and go to the time/effort of gathering this stuff myself. I'm a bit concerned regarding his desire to discuss "confidential communications" submitted by you and discussed by City Council, in Exec. Session.....MGH

Chesterfield wastes public's money on law firm. In an e-mail from July 29, 2009 Harry O'Rourke of Rob Heggie's office sent an email to the Council apologizing for an error in a prior email about Doorack. All this points out that Chesterfield had no business in using Heggie or O'Rourke for advice on the Doorack lease. Heggie and O'Rourke practice FAMILY LAW, not municipal law and are grossly unqualified to advise the city about much of anything.

Less than two years after signing the great Doorack lease, the council votes to get the property appraised again in an attempt to renegotiate the lease with the Dooracks. On December 12, 2010 the Council voted in secret executive session to get another appraisal of the vacant lot. By February 2011 Herring has not released the results of the appraisal to the Council. When the appraisal numbers were finally given to the Council they were \$950,000. Bob Nation did not believe this and after being elected mayor in 2013 he obtained in 2016 a third appraisal came in at \$400,000 on a piece of property the city was going to buy for \$1,000,000 at the end of the lease in 2019. That number is still being withheld from the public but was in an email from 11/23/16 that we obtained.

FULTS FEARS BOB NATION WILL USE DOORACK FIASCO AS A CAMPAIGN ISSUE Then there was this email from Councilwoman Connie Fults to Mike Herring.

From: cfults@charter.net [mailto:cfults@charter.net]
Sent: Friday, February 04, 2011 10:27 AM
To: Michael Herring
Subject: confidential

Mike, I am very concerned that he wants this number to use in his campaign...the appraisal is still confidential as it relates to executive session, land negotiation correct? C

City Administrator sends an email to the City Attorney Rob Heggie asking him to provide a new appraisal verbally only so there is not a written document for the public to find.

Robert Heggie

From: Michael Herring [mherring@chesterfield.mo.us]
Sent: Wednesday, February 09, 2011 11:10 AM
To: Rob Heggie
Subject: FW: Doorack Appraisal

Rob: If you decide to share the appraisal with Bob, I would suggest doing so VERBALLY; however, you would need to provide the same information to the rest of City Council, including Acting-Mayor Flachsbart, at the same time. Keep in mind that your charge was to secure an appraisal of the land and then, based upon that appraisal, to develop a proposal, for consideration by City Council, of if/how we should now approach the owners of the land and attempt to re-negotiate the lease.....TY! MGH

August 4, 2011 Mayor Bruce Geiger, two years after voting for this lease as a councilman now wants to get out of it. City Attorney Heggie now does a 180 and writes that city can't get out of lease.

From: Michael Herring [mailto:mherring@chesterfield.mo.us]
Sent: Thursday, August 04, 2011 1:18 PM
To: rheggie@smhhlaw.com
Subject: CONFIDENTIAL

Rob: Mayor Geiger and I just spoke.....he wants to know what would be involved with ENDING the Doorack lease.....it's becoming increasingly difficult to justify the \$84,000/year (\$7000/month????).....Please respond to me CONFIDENTIALLY! FYI, I perceive a desire, on his part, to stop the bleeding, sooner, rather than later.....SO, please forward an exec. summary of the specific steps that we will have to take, along with the notice requirements, if any. TY! MGH

Michael G. Herring, ICMA-CM
City Administrator
City of Chesterfield

From: Rob Heggie [mailto:rheggie@smhhlaw.com]
Sent: Thursday, August 04, 2011 1:34 PM
To: Michael Herring
Subject: RE: CONFIDENTIAL

Mike,

I will take a look at this, but am fairly certain there not be any good answers. We are in a long-term lease with an option to buy. Unless Sachs or the Doorack's think they can get more money from someone else, I don't see them releasing us from the lease without some significant compensation and or some significant litigation which would endanger our credit. If we want to end the financial cost we should probably be thinking about a sale or lease of the property to a commercial user.

The Dooracks and their attorneys keep telling the city they will **not** consider rewriting the lease.

CITY ADMINISTRATOR ADMITS IN WRITING THAT THE CITY HAS NO USE FOR THE DOORACK PROPERTY! THE CITY THEN THREATENS TO REZONE THE PROPERTY TO MAKE IT WORTHLESS. In a July 14, 2013 email Mike Herring admitted in all capital letters that the City of Chesterfield had no interest in the Doorack Property. In the same email Herring threatened to rezone the commercial Doorack property to "Parks" making it worthless when the lease is up.

Rob Heggie

From: Michael Herring <mherring@chesterfield.mo.us>
Sent: Sunday, July 14, 2013 5:22 PM
To: rheggie@smhhlaw.com
Subject: FW: Doorack
Attachments: Doorack Ltr to M. Bakewell July 12, 2013.docx

Regarding the attached letter, it's obviously your sense that our **threat** to rezone the property to "Parks/Scenic" is enough of a CONCERN, to Mr. Bakewell and his clients, to cause him/them to agree to re-negotiate the current lease in terms more favorable to them.....and to us! I would suggest that you make clear that each of the three options that you've listed is INDEPENDENT and NOT RELATED to the others. In other (Paragraph 2)

read as follows: "Reduce the current lease term to that it ends in one year and then the City would purchase the property for \$250,000 and acknowledge a charitable contribution from the Dooracks in the amount of \$750,000." - Rob: While the City has NO USE for this property, as far as I can tell, it might still be worth \$250K to have it (also Paragraph 2)

NEW DOORACK LAWYER CALLS CITY BLUFF: By October 3, 2013 the Dooracks have a new lawyer. A property and zoning lawyer, who I personally consider a sleaze-ball, John King. He let the city know in no uncertain terms that the Dooracks were not going to put up with any shit and threats from the City of Chesterfield.

LATHROP & GAGE^{LLP}

JOHN P. KING
DIRECT LINE: 314.613.2809
EMAIL: JPKING@LATHROPGAGE.COM
WWW.LATHROPGAGE.COM

PIERRE LACLEDE CENTER
7701 FORSYTH BOULEVARD, SUITE 500
CLAYTON, MISSOURI 63105
PHONE: 314.613.2800
FAX: 314.613.2801

October 3, 2013

FOR SETTLEMENT PURPOSES ONLY

VIA REGULAR U.S. MAIL

Robert M. Heggie
Stewart, Mittleman, Heggie, Henry & Albin L.L.C.
222 South Central Avenue, Suite 501
St. Louis, Missouri 63105

Re: City of Chesterfield Sublease – Doorack Brick Contracting Company Property
Matter – Doorack Brick Contracting Company

Dear Mr. Heggie:

Please be advised that this firm represents the Doorack Brick Contracting Company (“Doorack”). We are in receipt of your July 17, 2013, correspondence outlining City of Chesterfield, Missouri’s (“City”) position as it relates to the Ground Lease and Purchase Option Agreement, which was assigned to City by Chesterfield Village, Inc., on or about April 1, 2009 (the “Agreement”).

Please be advised that Doorack’s position is that the City has entered into a valid and enforceable Agreement which sets forth the specific terms under which the City is to perform. Please be further advised that the original zoning of the property at issue is classified as a C-7 General Extensive Commercial District zoning. I have enclosed a copy of the zoning ordinance for your review.

With all due respect, it is clear that the City is giving my client an ultimatum –Doorack must let City out of the Agreement, or the City will move forward with rezoning the property. Please be advised that my client views the City’s position as a threat and does not take the same lightly.

(Paragraphs 1, 2 & 3)

(Paragra

you know, under the C-7 zoning, my client is unconditionally and unequivocally permitted to use and develop the property in line with the uses outlined in Paragraph 2 of the City’s Code. The City’s attempt to rezone the property to Parks and Scenic District zoning will drastically devalue the property and would be considered a regulatory taking and inverse condemnation by the City, not to mention the tortious interference with my client’s future business expectancies.

(Paragraph 4)

Page 2

With regards to Paragraph 2 of the Agreement, your client has been performing under the terms of the Agreement since April 1, 2009; accordingly, has been paying the rent due and owing each month for nearly four and a half years. It seems the City wants to now renege on its responsibilities under the Agreement – however, the tactic employed by the City by threatening to rezone the property does not sit well with Doorack, nor do any of your suggestions made in your July 17, 2013 correspondence.

(Paragraph 5)

Please be advised that any attempt to initiate any rezoning proceedings will be greeted with immediate court intervention, including but not limited to the filing of a Temporary Restraining Order and Permanent Injunction, which will require the City to post a bond equal to the amount of the value of the property and/or the purchase option value of the property as stated in the Agreement, which far exceeds the amount due and owing by your client under the Agreement. Further, please note that my client is entitled to attorney's fees under the Agreement and pursuant to Missouri law.

(Paragraph 7)

On December 10 the city offers to buy property for \$450,000. It was promptly is turned down.

Robert Heggie

From: Michael Herring <mherring@chesterfield.mo.us>
Sent: Wednesday, October 09, 2013 9:45 AM
To: Robert Heggie
Subject: CONFIDENTIAL

Rob: Thanks for your comments, on my behalf and for letting me know about the 10/21 Exec. Session that the Mayor has requested. As I know you are aware and I'm sure your letter will explain, PURCHASING this property for \$500,000 does NOT save us \$1 million.....We have NO OBLIGATION to purchase this property, at the end of the current lease! Spending \$500,000 to acquire this land would only "save" us from having to continue to make the lease payments, from now until 2017 or 2018.....ALL IN, we currently spend \$85,000/year (lease payments + taxes).....\$85,000 X 4 years remaining on the lease = \$340,000 savings. \$85,000 X 5 year remaining on the lease = \$425,000 savings. Until/unless we identify some tangible use for the property, that would justify owning it, it's still CHEAPER for us just to continue making the lease/tax payments, until the lease expires and we can then WALK AWAY. The property is on the wrong side of the levee, to serve as a "trailhead".....etc. etc. etc. I know Connie wants us to buy this property, due to the political repercussions if the property were ever developed. Dan wants us to buy the property, since he always wants us to buy more land. I would hope/trust that everyone else would see things more rationally and just say "NO".....Thanks, again, Rob!

Michael G. Herring
City Administrator

On March 11, 2014 or 5 years after the city signed the 10 year lease, City Attorney Rob Heggie, who originally maintained that the city could get out of the lease at any time, sent another email to Mayor Bob Nation again stating there is no getting out of the lease.

Bob Nation, Mayor
City of Chesterfield
314 249-8725

- > On Mar 11, 2014, at 3:13 PM, Robert Heggie <rheggie@smhhlaw.com> wrote:
- >
- > Mayor,
- >
- > Attached is an email from the John King regarding the Dooracks. Our written offer of December 10, subject to Council approval, is attached and it was for the City to pay the remaining lease payments (about \$ 400,000) and then pay an additional \$ 50,000 as a purchase.
- >
- > The City Council on October 21, 2013 authorized staff and me to try and either buyout the lease for some sum or purchase to property out right. Staff was authorized to start the process to rezone the property to Parks & Scenic.
- >
- > The Dooracks have expressed no interest in being bought out of the lease.

The Players:



City attorney and now Associated Circuit Family Division Judge Rob Heggie is at the top of the list. As city attorney he knowingly conspired with then Mayor John Nations and the City Administrator Mike Herring to keep the public from being able to view the Doorack lease and all documents concerning the lease in violation of Missouri Open Records Law.

Two years after he began this cover-up, in executive session minutes he suggested that the Doorack lease remain at his office to protect it from public view under a phony "attorney-client privilege." He also gave completely false advice that the city could get out of the Doorack Lease anytime they wanted to. It turns out the City was locked into the deal.

Heggie was also instrumental in the threats against the elderly Dooracks to rezone the property as a park and make it worthless when the lease expired.

For any Chesterfield resident who wants to make a complaint to the Missouri Office of Chief Disciplinary on lawyers about Heggie violating the Missouri Open Records Law, let me know and I'll forward you the PDFs I have of some of the documents.



Co-conspirator #2 Michael Herring Herring was Chesterfield's first and only city administrator from 1988 until his retirement at the end of March 2016. He wrote the email to department heads and Heggie about Bill 2697 passing but how the information about the bill could only be released to "appropriate individuals" which is a clear violation of the Missouri Open Records Law. Further he was aware that the Doorack lease was at City Attorney Rob Heggie's office so the City could illegally claim "Attorney-Client Privilege" if anyone attempted to see the lease.

Herring complained to Heggie about the councilman, now mayor Bob Nation's constant inquiring about the lease and appraisals. He also wrote the secret executive session minutes where Heggie continued to offer to keep the lease at his office. Herring had a reputation of running the city with as little input from elected councilpersons as possible.

In the past he had recommended renewing a trash service contract without taking bids with a company where his son held a management position.



Co-conspirator #3 John Nations. Nations had been mayor for six years when the Doorack lease/purchase agreement came up. Nations is a lawyer and should have known that the city's actions were violations of the Missouri Open Records Law. This is proven in emails between Nations and the other two co-conspirators, Heggie and Herring. .



The guy who flat wears out Herring: Bob Nation as a councilman could tell something was rotten with the Doorack proposal from the beginning. He was out of town when the vote was taken. There were not separate dates for the First Reading and Second Reading. He complained from day one. However, he never went public with the Doorack deal. Once he was mayor he never made a statement during a meeting about it either.

When Elliot Davis first reported about the Doorack lease (in general terms) and cornered the Councilwoman Connie Fults I wondered how he found out about it. The lease itself was finally made public in late March of 2016 after the Elliott Davis arrival, but not the rest of the minutes, correspondence and other documents. They remained hidden from the public until my Sunshine request and a vote by the council that ended in a 4-4 tie with Bob Nation breaking the tie finally got the records in the public view.



THE MAN WHO MADE AN ABOUT FACE: Councilman Dan Hurt not only voted for the Doorack lease/purchase, he requested it be at a meeting where he could vote before he left office. Hurt owns a local business and should have recognized what a white elephant this deal was for the city. He didn't. This should be held against him, with one exception. He returned to the City Council by trouncing Randy Logan in 2013. For several months this year he has been pushing to make the deal public.

"The public has a right to know what we have spent their money on," he said at one meeting where the vote was one short to make the thing public.



MISSING FROM THE MINUTES: In 2009 the City Council, City Clerk, City Attorney and City Administrator surely noticed when the minutes of the March 16 meeting were approved that passage of the bill for the Doorack Lease was not listed. I searched the minutes of the meetings going back to 2009. There was no mention of the Doorack lease. This was clearly the work of Herring, Mayor John Nations and Heggie.

I sent a Sunshine request to the city clerk trying to get the lease in March of 2016. This should not have had to be a Sunshine Request as it should have been a record on the city's website.

Now there are more emails between the new City Administrator, the new City Attorney and the council marked "Confidential" discussing the Doorack property. A resolution needs to be passed that anything about the Doorack Property will be a public matter, discussed in public with all records made public even if it involves a lawyer.



The vacant lot in question at Old Chesterfield Airport Road and Baxter.

Town and Country News:



By John Hoffmann

December 09, 2016

SEVERAL ALDERPERSON GET CROSSWISE AT TOWN SQUARE

MEETING: After the regular Board of Aldermen meeting on November 28 there was a two-hour long "Town Square Meeting" in the community room featuring the board of aldermen and **Bob Brinkmann**.

First off **Ald. Jon Benigas** said he wanted the restaurant closer to the water. Brinkman said he wanted in the center.

Ald. Gussie Crawford took more of a Reagan Republican approach. "If you buy the commercial property you get to put it where you want and use it as you want," she said.

Next **Fred Meyland-Smith**, the guy who is against LED signs, new lights in the canopy of a gas station a flagpole at a church, got into it with Brinkman.

Meyland-Smith wanted Brinkman to agree not to rent any space for dentist or doctor offices, lawyer offices, hair salons or barbershops. Meyland-Smith said those kind of places do not generate sales taxes.

"I'll have \$2,000,000 invested here and if they (retail spaces) are vacant I want the same rights they have next door at Mason Woods Village," said Brinkmann.

"Then you will have me maybe as the only one as a sticking point," said blowhard Meyland-Smith making a threat that Brinkmann seemed happy to ignore.

"We are going to be putting a lot of money on this. I see no reason to have a dentist office or a hair salon. This may need deed restrictions," said Benigas.



Bob Brinkmann, a guy who is not going to take a whole lot of crap from the likes of Meyland-Smith and Benigas, If it looks like Benigas is about to nod off, that is not unusual for Benigas and he left the halfway through meeting.

"I want to put what you want there. But if you have deed restrictions it will affect bank loans," said Brinkmann.

"It would really bother me to see a title company there," said Meyland-Smith.

"If I'm sitting here two years and I can't lease the space, I need to do something," said Brinkmann.

Besides the 10,000-12,000 square feet retail area anchored by a higher-end restaurant, Brinkmann's plan calls for a 1 acre concrete plaza. It was mentioned that if you just did it as solid concrete it would look like a helipad. Brinkmann recommended using special hand crafted concrete sections that would give it a checkerboard look and drive the price up.



The last entertainment of the evening was a flare up between **Ald. Lindsey Butler** and **Ald. Lynn Wright**. Lindsey seemed to win this on the common sense meter. There is a berm planned for behind the water retention pond/basin (that all elected officials insist on calling a lake). Brinkmann wants to put a trail on top of the berm.

However Lindsey Butler objects as strangers could look into the backyards and windows of houses on King's Glen.

"Keep the trails away from the backyards on King's Glen," said Butler.

"If we do that then we are not using the whole property," said Wright giving the finger to the homeowners.

Lindsey said to put the trail next to the water not on top of the berm. "Be a good neighbor," said Butler.

To hell with the good neighbor stuff for Wright!

"People have to be aware there could be something built next to them," Wright said.

Brinkmann did not have a problem with being a good neighbor and said it was no big deal to move the trail off the berm.



A smiling good-neighbor Lindsey Butler after what appeared to be a victory over bad-neighbor Lynn Wright.

Missing man: Mayor/Cigarette Lobbyist/Stealer of a Widow's business and land by eminent domain for a nightclub district that never got built Jon Dalton had recused himself saying his law firm had worked for both of the developers competing for the job. He announced he would not be attending the Town Square Meeting.

Ald. Jon Benigas then pointed out that since the Board of Aldermen without his presence voted for a developer, he should no longer have a conflict. Dalton who never ever wants to take sides on any issue big or small, despite being the guy who without directions from the board of alderman made the original deal to purchase the land before getting board approval said he would not attend.

I can't understand why he would not at least sit in the public area and listen. Ald. Linda Rallo also recused herself as her husband as a building/construction consultant had worked from Brinkmann in the past. Dalton suggested that they should go out and party.

There's an idea. Go out with a little guy who overcompensates by over dressing with expensive clothes and jewelry or go home to her husband, a former star athlete at the University of Missouri, a low key guy and father to her kids.

LAWSUIT AGAINST THE OWNER OF CLAYTON ROAD TARA GETS SMALL

REACTION: We reported several weeks ago that Town and Country had sued Frederick Clifford, the owner of the abandoned house that resembles a civil war mansion on Clayton Road east of Ballas. Earlier this year a Town and Country hearing officer held several hearings and Clifford agreed to begin repairing the abandoned house, that has extensive exterior and interior damage. A small amount of work was performed and then all work stopped. Clifford has hundreds of thousands of dollars of judgments against him.

After the lawsuit was filed here is the work we have seen so far:



ANOTHER OFF ROAD CRASH ON MASON ROAD: This is the third off road vehicle crash on Mason Road at Blossom Hill in the curves near where a Park grant proposal calls for a crosswalk and a sidewalk (trail in parks' speak).



This is at least the fourth crash at this location over the last 12 months all of them being off the road. Ald. Lindsey Butler was concern with the plans requiring a cross walk and having the main sidewalk on the east side of the street when the majority of off-road crashes occur in the area. The police were never notified of this collision.

BACK TO CHESTERFIELD:



CHESTERFIELD POLICE BLOTTER: Here is what the cops had to deal with last week. We highlighter in yellow unusual information or locations.

CHESTERFIELD POLICE DEPARTMENT Media Report November 30, 2016 - December 6, 2016

Time of Occurrence Generic Address Business/Location Name Incident Type

12/06/2016, 0010 N WOODS MILL RD & OLIVE BLVD & WOODS MILL RD **Drugs Possession - Misd**
Brief Narrative Description: 19 yo male in possession of marijuana after being stopped for a traffic violation.

10/26/2016, 1200 14XXX POCONO CIR **Fraud Identity Theft**
Brief Narrative Description: Unknown subject used victim's information to open up credit account.

12/05/2016, 2000-2100 17XXX CHESTERFIELD AIRPORT RD **St. Louis Family Church**
Larceny over \$500 Person **Brief Narrative Description:** Unknown subject took victim's cell phone after it was left unattended in church.

11/16/2016, 0700-2200 23XX CLAYMOOR DR **Fraud Credit Card**
Brief Narrative Description: Unknown subject used victim's credit card information to make purchase.

12/06/2016, 1300 1XX HILLTOWN VILLAGE CTR Schnucks **Larceny under \$500 Shoplifting**
Brief Narrative Description: 53 yo male concealed groceries and left store without paying.

11/05/2016, 1500-1700 19XX SANDBURG CT **Fraud Identity Theft**
Brief Narrative Description: Unknown subject used victim's information to open up bank accounts.

06/28/2016, 1700 1 CAPRICE DR Lou Fusz Ford **Larceny under \$500 from Auto**
Brief Narrative Description: Unknown subject took victim's license plates off of vehicle he sold to dealer.

12/04/2016, 1700-12/05/2016, 1900 14XXX RIALTO DR 101 **Larceny under \$500 from Residence** **Brief Narrative Description:** Unknown subject took delivery package from foyer of apartment complex.

12/05/2016, 2005 17XX CLARKSON RD Dierberg's **Larceny under \$500 Shoplifting**
Brief Narrative Description: 57 yo female concealed groceries and left store without paying.

12/04/2016, 1429 1XX THF BLVD Walmart **Fraud Credit Card**
Brief Narrative Description: Unknown subjects used fraudulent credit cards to purchase gift cards.

11/30/2016, 1000 16XXX BRANDSFORD PT **Fraud Identity Theft**
Brief Narrative Description: Unknown subject used victim's information to open up credit card accounts.

12/05/2016, 1245 4XX N WOODS MILL RD **Parkway Central Middle School** **Drugs Poss**
Brief Narrative Description: 13 yo female in possession of marijuana while on school property

12/04/2016, 0600 6XX STONEBROOK CT **Fraud Credit Card**
Brief Narrative Description: Unknown subject used victim's credit card information to make purchase.

12/04/2016, 1555 15XXX BLACK BIRCH DR **Assault Common - Actual Assault**
Brief Narrative Description: 37 yo female bit victim in the arm after argument causing minor injuries.

12/03/2016, 2135 1XX CHESTERFIELD INDUSTRIAL BLVD **Regions Bank Assault Aggravated - With Gun**
Brief Narrative Description: Unknown subject confronted victims in bank parking lot and produced a gun. Suspect and victims fled area. Further investigation ongoing.

11/21/2016, 1200 18XX SCHOETTLER VALLEY DR **Fraud Credit Card**
Brief Narrative Description: Unknown subject used victim's credit cards information to make purchases.

12/04/2016, 1403 18XXX OUTLET BLVD Sunglass Hut **Larceny under \$500 Shoplifting**
Brief Narrative Description: 17 yo male concealed sunglasses and a watch and left store without paying. Also in possession of a tobacco vaporizer.

12/03/2016, 1100-2300 15XXX CONWAY RD Residence Inn **Larceny under \$500 from Person**
Brief Narrative Description: Unknown subject entered victim's hotel room and took prescription medication.

12/03/2016, 1630 2XX CHESTERFIELD MALL Chesterfield Mall **Possession of Stolen Property**
Brief Narrative Description: 35 and 38 yo females in possession of stolen clothing after suspicious person check.

12/03/2016, 1802 1XX THF BLVD Walmart **Larceny under \$500 Shoplifting**
Brief Narrative Description: 18 yo male and 17 yo female concealed alcohol and left store without paying. After contact at suspect's residence, suspects found in possession of marijuana and paraphernalia.

12/03/2016, 0630 15XXX OLIVE BLVD 100 Friendship Village **Larceny over \$500 Person**
Brief Narrative Description: Unknown subject took victim's necklace.

12/02/2016, 1720 17XXX NORTH OUTER 40 RD Taubman Outlet **Possession of Stolen Property**
Brief Narrative Description: 21 and 31 yo males in possession of stolen clothing after suspicious vehicle investigation.

12/02/2016, 1900 18XXX OUTLET BLVD Gymboree **Peace Disturbance Other**
Brief Narrative Description: Unknown subjects caused disturbance in store after their returns were refused.

12/02/2016, 1949-2009 4X CHESTERFIELD MALL Macy's **Larceny under \$500 Shoplifting**
Brief Narrative Description: 28 and 25 yo females concealed clothing and left store without paying. After arrest, other stolen clothing found in their possession.

11/18/2016, 1200 16XXX NORTH OUTER 40 RD **Ice Sports Complex Larceny over \$500 Employer**
Brief Narrative Description: 19 yo male took safe and money from employer.

12/02/2016, 1025 2XX CHESTERFIELD MALL Children's Place **Larceny under \$500 Shoplifting**
Brief Narrative Description: Unknown subject concealed clothing and left store without paying.

11/29/2016, 1446 2XX THF BLVD Lowe's **Larceny over \$500 Shoplifting**
Brief Narrative Description: Unknown subjects took welder and walked out of store without paying.

12/02/2016, 0805 3XX N WOODS MILL RD **Parkway Central High School** **Drugs**

Paraphernalia

Brief Narrative Description: 17 yo male in possession of marijuana paraphernalia while on school property.

12/01/2016, 1435 2XX CHESTERFIELD MALL Victoria's Secret **Larceny under \$500**

Shoplifting

Brief Narrative Description: Two 15 yo females and one 14 yo female concealed clothing and left store without paying. Also in possession of prohibited theft device and marijuana paraphernalia.

11/29/2016, 1500-1515 18XXX OUTLET BLVD Tommy Hilfiger **Larceny under \$500**

Shoplifting Brief Narrative Description: 25 yo female concealed clothing and left store without paying.

11/30/2016, 2100-12/01/2016, 0700 18XXX CANYON FOREST CT **Larceny under \$500 from Auto Brief Narrative Description:** Unknown subject entered victim's unlocked vehicle and took a wallet and clothing. Credit card later used for purchase.

12/01/2016, 0600-1800 8XX W CHESTERFIELD PKY Homewood Suites **Larceny over \$500**

Person Brief Narrative Description: Unknown subject entered victim's hotel room and took an I pad.

11/26/2016, 1200 15XX TIMBERBLUFF CT **Fraud Identity Theft**

Brief Narrative Description: Unknown subject used victim's information in an attempt to open up a credit card account.

04/21/2014, 1200-11/21/2016, 1200 2XX S WOODS MILL RD St. Louis Pediatrics **Fraud Other**

Brief Narrative Description: 42 yo female defrauded former employer.

12/01/2016, 1648 17XXX CHESTERFIELD AIRPORT RD **Drugs Possession -Misdemeanor**

Brief Narrative Description: 23 yo male in possession of marijuana after being stopped for a traffic violation.

11/30/2016, 1505 4XX SHETLAND VALLEY CT **Fraud Credit Card**

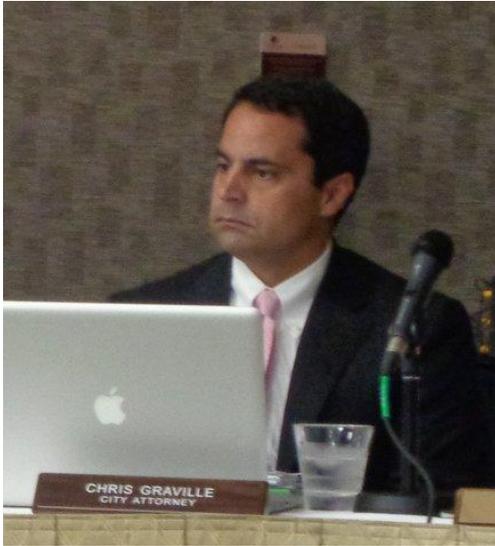
Brief Narrative Description: Unknown subject used victim's credit card information to make purchases.

11/30/2016, 1351 18XXX OUTLET BLVD Burlington Coat Factory **Larceny over \$500**

Shoplifting Brief Narrative Description: 31 and 20 yo females attempted to push carts full of merchandise out of store without paying

CHESTERFIELD ELIMINATES INTERIM CITY ATTORNEY AND RETURNS TO REGULAR CITY ATTORNEY.

The Chesterfield City Council dropped the interim title and made **Chris Graville** the regular city attorney. I would normally say that is a great move. Graville has been a lot better than the last two city attorneys, regular or interim (Rob Heggie and Harry O'Rourke). However 12 days before he is trading "confidential" emails around the Doorack Property. Here is something that needs to be done. A resolution needs to be passed that anything about the Doorack Property will be a public matter, discussed in public with all records made public even if it involves a lawyer.



TAKE YOUR SOCCER BALL AND GO HOME! At the December 5, 2016 Chesterfield City Council meeting, it marked the final Council meeting of 2016 and the final meeting for Councilman Bruce DeGroot, serving in his second term. DeGroot will be sworn in as a member of the Missouri House of Representatives on January 4, 2017. DeGroot who is a basketball nut job, routinely made comments about how much he hates soccer. The Council presented him with a dirty, worn out soccer ball as a going away gift.



I often have not written very positive things about some of Bruce's votes and comments including in this newsletter. However, he would call me if he had a problem with something I wrote and would always take my calls. Both were things I appreciated.

ENTERTAINMENT: There were 160 people at last Friday's Dean Christopher Christmas Show at the Unity Church, or "Club Unity" when they put on entertainment shows. I was disappointed as not one reader of the newsletter elected to see the

funniest Christmas Show in St. Louis. But there was one extra person who is known in West County who was there.

The show was opened by a comedian. The scheduled comedian was in the hospital. The last minute replacement was Rob Durham whose day job is a high school teacher at Marquette High School in Clarkson Valley serving about 1/3 of Chesterfield. Rob was funny to very funny despite playing to a crowd that age wise was two generations above him.



THIS WEEKEND: Since we are getting this newsletter out early we will remind you of another Christmas Show. The Very Manley Christmas at Jazz at the Bistro with two sets on Friday and Saturday. If you show for the first set you can usually move upstairs and stay for the second set too. The \$20 admission is the cheapest at the Bistro this December. If you

have never been, go this weekend.



THE WEBSTER GROVES CHRISTMAS HOUSE NOW FULLY DECORATED: The house is located on W. Jackson 2 doors off of Lockwood.



November 25



December 5

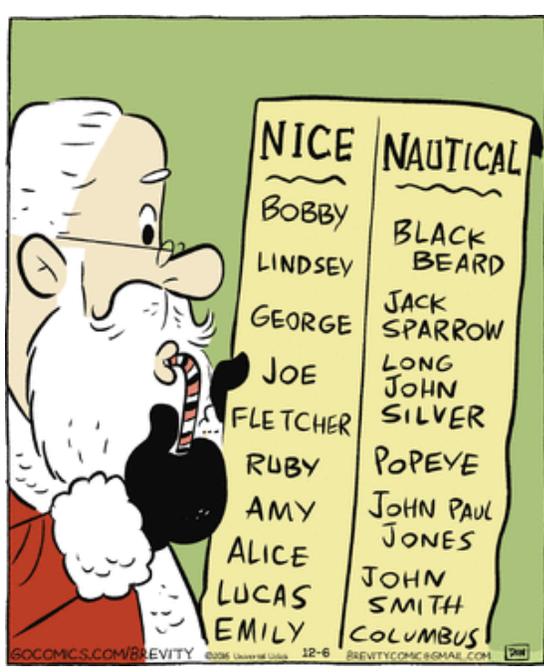
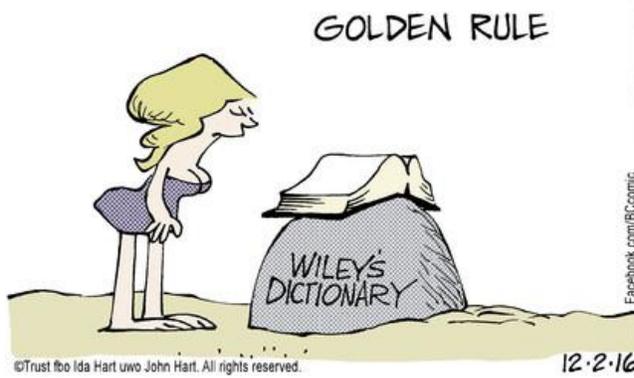
NEWSLETTER HQ NEW SECURITY AGENT TRAINING: Last week the new agent worked on water searching skills. Last week it was reptile removal, this week it is water searches.

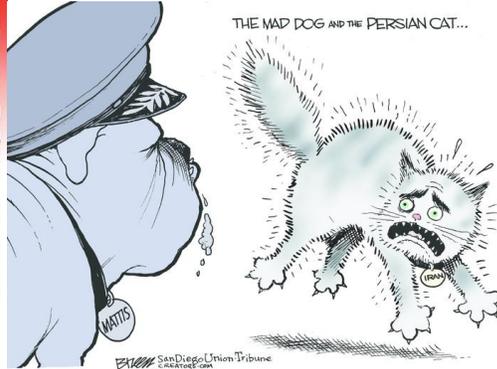


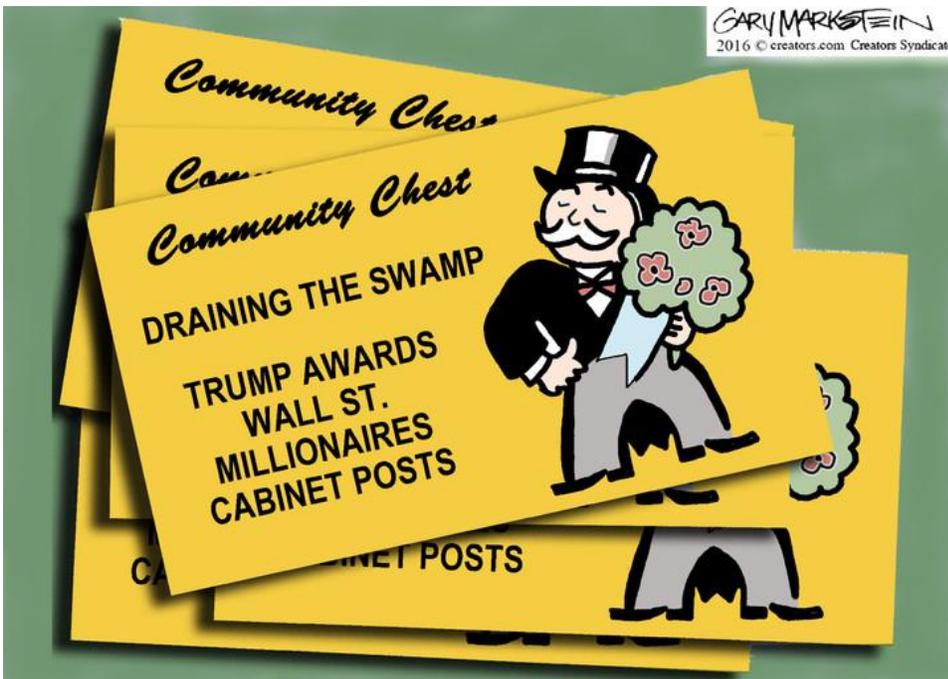


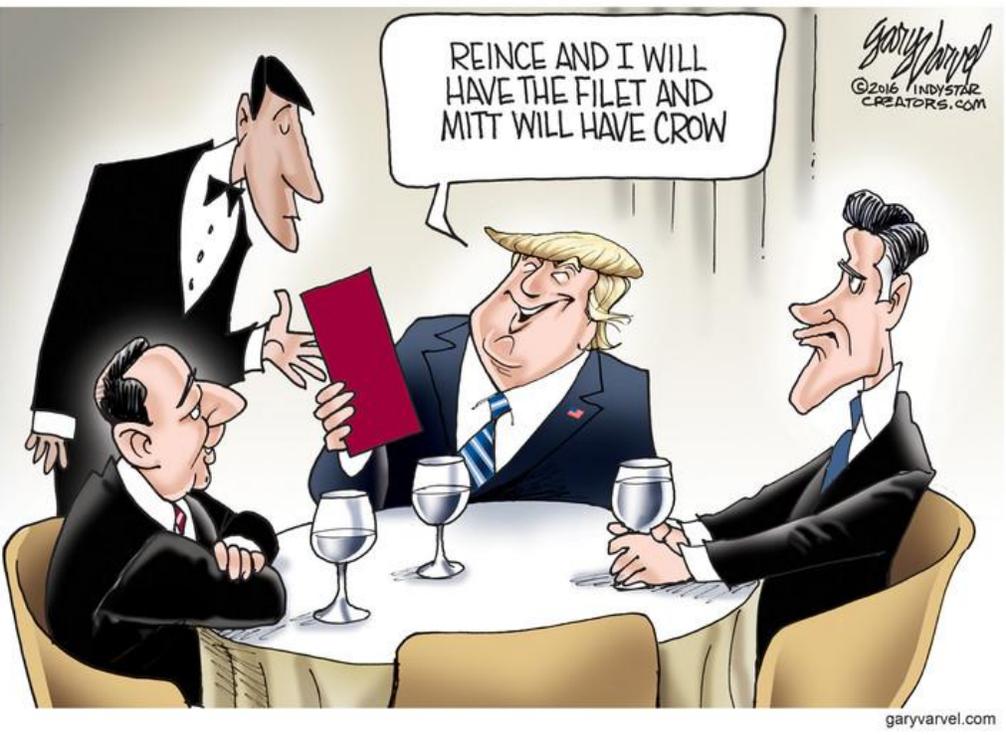
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BY THE
REDEFINING
(WITH ANGLERS)
CREATORS

