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.

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SACHS PROPERTIES®

November 18, 2008

Mayo 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.

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.
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:
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 - N. A. 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.

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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,
    MGaisf@chesterfield.mo.us, RJJohnson@chesterfield.mo.us,
    HeggieRob@aol.com, ANassif@chesterfield.mo.us, BMcGowne@chesterfield.mo.us,
    Haggier@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.
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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.
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@metaexchangeCorp.com); Randy Logan

10/2/2009
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
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.

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 FIASCOS AS A CAMPAIGN ISSUE Then there was this email from Councilwoman Connie Fults to Mike Herring.
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.

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

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: Wednesday, February 09, 2011 11:10 AM
To: Rob Heggie
Subject: FW: Deerack 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

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

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**LATHROPP & GAGE**

**FOR SETTLEMENT PURPOSES ONLY**

VIA REGULAR U.S. MAIL
Robert M. Heggie
Stewart, Mittlemann, 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)

(Paragraph 4)

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

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@smhlaw.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 ad 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.