

# Trust Issue #6

A weekly series focused on the current issues we are facing as citizens of Crystal City

The mayor and some of the city council members don't feel answerable to anyone. They have acted with no regard to legality and citizen input. They *mislead* us to believe that they are doing the best thing for us and the surrounding communities.

## The TRUTH is...

If this were as good a project as they would have us believe, you would not have to ask to see any plans or drawings of the proposed smelter project. They would be on display on all the walls of the City Hall. ***The reason they are not on display is because the city doesn't have them.*** If you were planning on building a new home, you would have to submit more plans than Wings has had to for a billion dollar project.

### COUNCIL MEETINGS

Why does this administration feel that they have the right to make decisions without consulting the citizens? They continually read and pass ordinances at one meeting; unlike other cities that read ordinances at one meeting, wait and get the reaction of the public before final passage at the next session. ***Do our officials feel we should not have any say in the laws that are passed in our city?*** This has gone way beyond arrogance; it is on the verge of dictatorship.

### LEADERS NOT MISLEADERS

On 09/24/07, the Mayor was asked ***"What was the hurry to sign the lease after acquiring the PPG property?"*** [The Mayor's response was](#) *"We went into Executive Session, talking to the attorneys, talking to Mr. Kennedy, going through things time and time again. Just like I said, we countered, countered, countered, countered, countered and on that night, (Monday 09/10/07) I did not have a clue that we were going to sign that night. Did it take you by surprise? ... it took me by surprise too, to be honest with you. But this council made a decision to move forward, and that's what we did. Was it a hasty decision? I don't think so."*<sup>1</sup>

### FACT

- > The [final draft of the ordinances](#) authorizing the signing of the papers was actually finalized that afternoon (09/10/07) by the city's attorneys, along with the PPG sales contract and the lease with Wings.<sup>2</sup>
- > [Attorneys](#) were looking into ways NOT to release records under the Sunshine Law three weeks before the signing of the PPG sales contract and the lease agreement with Wings.<sup>3</sup> If there was nothing wrong with these actions, why would they be trying to hide them from the public?

### POLLUTION

Mayor Schilly and Ben DeClue have continually told us about the "State of the Art" Tecored "non-polluting" iron refining facility that Wings Enterprises is proposing to build. MoDNR bases their permits and findings on B.A.C.T. (Best Available Control Technology). That doesn't mean it is good, it's just the best available at the time. 40% cleaner is still 60% dirtier than what we have now. Where is the dust free coal that is not going to pollute or settle over everything as it is brought into town either by truck or rail and then dumped until needed? Why has the city continually refused to even discuss the possibility of including a clause in the lease that would prohibit the former PPG property from ever being used as a lead smelter?

**You don't have to publicly voice your disappointment with the city's actions ...  
Let your VOTE be your voice!**

*continued on back*

The city has chosen not to adopt any ordinances concerning air, water, or ground pollution or ordinances concerning noise, gas, odor, vibration, dust or smoke to protect citizens. The city says not to worry, that any questions regarding noise levels and setbacks will be answered during the permitting phase. Did they read the agreement they signed? Will they be able to pass any ordinances to protect us? **Article II Section 2.1 of the Lease Agreement signed 09/10/07 states:** "Landlord will not impose any restrictions or change land use laws by ordinance that would harm or obstruct the development of the proposed project on the (PPG) Demised Premises." <sup>4</sup> If our city officials had done their jobs and passed the necessary ordinances to protect our town, there would be much less for anyone to worry about.

### WARD ONE BUYOUTS

Councilman Ben DeClue in his [radio interview on KJFF](#) said that it may be necessary for buyouts in Ward One, but he will see to it that everyone gets a fair price for their property.<sup>5</sup> Does Mr. DeClue realize that if you don't want to sell your home, there is no such thing as a fair price? If you were to get \$75,000 to \$100,000 for your home and all the houses that were on the market were \$150,000 or above, would you think that was a good deal?

### AMENDMENT TO LEASE AGREEMENT

The City signed the [Amendment to Lease Agreement](#) with Wing's Enterprises on 12/10/07 – which states that Wings will reimburse the city for any expense "it may incur in the future in defense of any claim pending or made in the future relating to pending or future claims of 'Sunshine Law' violations"<sup>6</sup> (James Kennedy is willing to pay the city officials to break the law.) It was reported at the 03/10/08 council meeting by Councilman Rick Mead (Ward 4) that the city has **spent over \$50,000 with attorneys for legal work and Sunshine Law requests** pertaining to the smelter project. Councilman Mead obviously doesn't realize that there would be no need for all these attorney fees if they were doing things **properly and not in secret**.

The Agreement also states that in the event the purchase of the real estate or lease is voided by the courts, "the parties shall have one year to negotiate in good faith to enter into a new Lease Agreement or the Tenant (Wings) shall have the right to [purchase the PPG property for one dollar](#)."<sup>7</sup> What is the incentive for James Kennedy (Wings) to negotiate a lease, when after one year he can buy the property for **ONE DOLLAR!** With no controls on it.

### RECENTLY DISCOVERED ON 03/13/08

- 12/11/07** [Letter from Thomas Schilly to Richard Marks \(PPG\)](#) – "This is to notify you of matters found from the survey and title report which are unacceptable to buyer ..."<sup>8</sup>
- 12/13/07** [Letter from Maurice Pecini, Vice President, PPG to Robert French](#) – "Pursuant to Section 8(c) of the Agreement of Sale, please accept this letter as notice that PPG refuses to cure any of the City's Title Objections. Pursuant to Section 8(a) of the Agreement of Sale, the city had until expiration of the Due Diligence Period (as described in the Agreement of Sale) to raise any title objections or else such objections would be deemed to be waived. Once the Due Diligence Period expired on December 11, 2007, the City waived its right to make any additional title objections."<sup>9</sup>
- 12/18/07** [Letter from Thomas Schilly to Richard C. Marks \(PPG\)](#). "The city...is willing to waive the Title Objections as set forth in the city's earlier letter dated 12/11/07 and to proceed to closing under the contract." "The City plans to close on 12/21/07 as agreed in the extension of Due Diligence Agreement executed 11/26/07."<sup>10</sup>

The City choose to take James Kennedy's money and close on the PPG property without knowing the outcome of pending lawsuits. Now they are obligated to him for \$2.2 million dollars. Do you think they would have done something this RECKLESS if it were their personal money?

## VOTE April 8th for an OPEN & HONEST GOVERNMENT

<sup>1-10</sup> View this insert online, with clickable links to view these letters, documents and videos in full length. [http://www.clearpillar.com/Trust/CCCC\\_insert\\_week6.pdf](http://www.clearpillar.com/Trust/CCCC_insert_week6.pdf)

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for Crystal City

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