

**VILLAGE OF LOCH LLOYD
BOARD OF TRUSTEES
September 24, 2025 Regular Meeting Minutes**

THE VILLAGE OF LOCH LLOYD BOARD OF TRUSTEES MET IN REGULAR SESSION ON SEPTEMBER 24, 2025, IN THE BANQUET ROOM OF THE LOCH LLOYD COUNTRY CLUB LOCATED AT 16750 COUNTRY CLUB DRIVE, VILLAGE OF LOCH LLOYD, MISSOURI. MEMBERS PRESENT INCLUDED CHAIRMAN ETHERINGTON, TRUSTEE/CLERK LAFATA, TRUSTEE WORSTELL-BENJAMIN, TRUSTEE ELSBERRY, AND TRUSTEE MURPHY. VILLAGE ATTORNEY ZERR AND VILLAGE PLANNER SHIRES WERE ALSO IN ATTENDANCE.

CALL TO ORDER

Chairman Etherington called the meeting to order at 7:30 p.m. and requested a roll call to confirm quorum.

PLEDGE OF ALLEGIANCE

Chairman Etherington requested all present, as capable, to join in the pledge of allegiance.

ROLL CALL

Chairman Etherington recognized Village Attorney Zerr who conducted a roll call of the trustees in attendance for confirmation of quorum. Full Board present and quorum achieved. Business may be conducted accordingly.

APPROVAL OF AGENDA

Chairman Etherington opened the floor for a motion to approve the agenda and indicated the potential addition under Old Business, Item (a) for discussion of the surety required by the Development Agreement. Chairman Etherington recognized Trustee Murphy who motioned to amend the agenda as presented to insert a new subsection 6(a) into the agenda for discussion of the Surety. This would move all remaining items of 6 down so that there would be 6(a) and 6(b). Chairman Etherington then inquired as to a second and recognized Trustee Lafata who seconded the motion. Chairman Etherington opened the floor for discussion on the motion. There being no discussion, Chairman Etherington called for a vote.

Motion to amend the agenda passed unanimously 5-0, no abstentions, and no objections.

Chairman Etherington then opened the floor for a motion to approve the agenda, as amended. Chairman Etherington recognized Trustee Worstell-Benjamin who motioned to approve the agenda, as amended. Chairman Etherington then recognized Trustee Murphy who seconded the motion. Chairman Etherington opened the floor for discussion on the motion. There being no discussion Chairman Etherington called for a vote.

Motion to approve the agenda, as amended, was passed unanimously 5-0, no abstentions, and no objections.

APPROVAL OF MINUTES

Chairman Etherington recognized Clerk Lafata who advised that the minutes from the September 16, 2025, Board meeting were distributed via email in advance of the meeting for Trustee review and approval. No proposed revisions were identified prior to the meeting. Chairman Etherington inquired of the Board as to any changes. Receiving no changes, Chairman Etherington opened the floor for a motion to approve the Minutes of September 16, 2025. Chairman Etherington recognized Trustee Murphy who motioned to approve the minutes of September 16, 2025, as presented. Chairman Etherington then inquired as to a second and recognized Trustee Lafata who seconded the motion. Chairman Etherington then opened the floor for discussion on the motion. There being no discussion, Chairman Etherington called for a vote.

Motion passed unanimously 5-0, no abstentions, and no objections.

PUBLIC HEARINGS

- a. None.

OLD BUSINESS

- a. Personal Guarantee.

Chairman Etherington recognized Village Attorney Zerr who provided a recap from the last meeting on September 16, 2025 including the discussions on the Maintenance Agreement and the requirements under the Development Agreement for submission of a Surety. Mr. Zerr noted that given the short turnaround from last week, the developer had undertaken an effort to provide a Personal Guarantee for the improvements contemplated within the Center Cut and remainder of the Sechrest Property in an amount of \$1,000,000.00. Mr. Zerr reported that a letter was submitted from JP Morgan providing confirmation of available funds and restrictions on the depletion of the same. The goal will be to have the Personal Guarantee in place for approximately sixty (60) days, after which time, there will be a performance bond or letter of credit submitted by the developer. The Personal Guarantee provides a satisfactory stop gap for the Development Agreement obligations.

Village Attorney Zerr then provided a point-by-point synopsis of the Personal Guarantee. Mr. Zerr concluded that if there are no questions, the Board could simply motion to approve and accept the Personal Guarantee as presented, thereby accepting the same as reasonable compliance with the obligations for Surety under the Development Agreement for the next sixty (60) days.

Chairman Etherington opened the floor for a motion and recognized Trustee Lafata who motioned to accept the Personal Guarantee as presented, and accepting the same as reasonable compliance with the obligations for Surety under the Development Agreement for the next sixty

(60) days. Chairman Etherington then inquired as to a second and recognized Trustee Murphy who seconded the motion. Chairman Etherington opened the floor for discussion on the motion.

Chairman Etherington recognized Trustee Elsberry for comments, concerns, and suggestions. Trustee Elsberry raised questions related to the amount of the obligations presented in the Personal Guarantee and the transition of the same to the final Surety. Village Attorney Zerr provided input and analysis of this concern.

Trustee Elsberry then inquired of the enforcement options and confirmed with Village Attorney Zerr that failure to pay according to the Personal Guarantee would qualify as a breach of the Development Agreement, the Personal Guarantee requirements, and the Maintenance Agreement. It could also include a cause of action for fraud and misrepresentation. Trustee Elsberry also pointed out that there would normally be a third party from which to collect on under the Surety. Village Attorney Zerr confirmed that and noted the information from JP Morgan Chase including the affirmation that the funds would not be allowed to be depleted by the guarantors as long as the Personal Guarantee was in place. Trustee Elsberry inquired as to what state the bank was located in under the Personal Guarantee. Confirmation provided of New York by Chairman Etherington.

Trustee Worstell-Benjamin inquired as to the calculation of the amount included in the Personal Guarantee and why the Board was not being presented with the actual letter of credit. Village Attorney Zerr provided response on the same including avoidance of the potential breach under the Maintenance Agreement and Development Agreement. Confirmation from Chairman Etherington that this is essentially a stop-gap allowing them to execute the Water District Agreement and Maintenance Agreement. It also allows them to start working on the Center Cut improvements.

Trustee Lafata inquired as to the date of when the letter of credit would be submitted and when the Personal Guarantee would be replaced. Village Attorney Zerr and Chairman Etherington provided responses to the same. The letter of credit will be submitted by the Developer.

Trustee Elsberry raised a question under Paragraph 3(iii) for the termination date. Village Attorney Zerr indicated that it would be payable if there is a breach and we've collected the \$1,000,000. Chairman Etherington agreed that the "guaranteed maximum" would be swapped out in place of the "all amounts due" provision.

There being no further discussion on the matter, Chairman Etherington called for a vote on the motion to approve.

Motion to accept the Personal Guarantee as presented, and accept the same as reasonable compliance with the obligations for Surety under the Development Agreement for the next sixty (60) days passed unanimously 5-0, no abstentions, and no objections.

b. Maintenance Agreement

Chairman Etherington opened the next discussion item and recognized Village Attorney Zerr who indicated that during the last meeting, Trustee Elsberry proposed comments and suggested changes to the Maintenance Agreement which were incorporated and distributed to all of the members of the Board of Trustees for additional review and input. Any comments and suggestions received back from the Trustees were incorporated as a redline version and presented to the developer. Approximately 99% of the changes were approved. Contradictory suggestions were discussed with the developer and Chairman Etherington to create cohesion within the document. The developer accepted all of the proposed changes with only minor typographical changes. The draft presented this evening is the conglomeration of the input from the Board as accepted by the developer.

Chairman Etherington commented on an additional provision that the developer requested be included as of today. This was circulated to the Board of Trustees at the meeting this evening for incorporation into Section 3.05. Village Attorney Zerr suggested that the proposed motion would be to amend the proposed Maintenance Agreement with the new Section 3.05 to read, "the Company shall furnish a performance bond, payment bond, letter of credit or other form of surety acceptable to the Village to ensure the complete and faithful performance of the rehabilitation, improvement, and maintenance obligations required under Section 3.01 herein, and the timely payment of all subcontractors, laborers, and material suppliers until completion of the Center Cut improvements identified within the Development Agreement as determined by the Village Board of Trustees in an amount not less than \$1,000,000. The proposed language from the Developer would be to add,

"Upon reaching substantial completion of the obligations in 3.01, the Company and the Village shall schedule an inspection to be completed within 30 days by the Village Engineer and/or Village Consultant. Upon achieving substantial completion as determined by the Village Engineer and/or Village Consultant, a completion certificate will be furnished and the surety which was procured pursuant to this section shall be released."

If the Village Board is so inclined, the Maintenance Agreement could be accepted subject to the proposed amendment above.

Following the presentation by Village Attorney Zerr, and there being no further discussion, Chairman Etherington opened the floor for a proposed motion. Chairman Etherington then recognized Trustee Lafata who motioned to amend the Maintenance Agreement in order to incorporate the suggested language into Section 3.05. Chairman Etherington then recognized Trustee Elsberry who seconded the motion. Discussion ensued between Trustee Elsberry and Trustee Lafata over the future enforcement after all improvements are made. Question raised by Trustee Murphy regarding the suggestions from Trustee Elsberry for inclusion of a perpetual surety under the agreement. Village Attorney Zerr pointed out that the language of the agreement allows the Village to: (i) enter the property for any maintenance and repairs that the Developer fails to perform, (ii) complete the repairs, and (iii) bill the costs of the those repairs back on the tax bill of the Developer. Further discussion ensued including comments from Village Attorney Zerr for what an encumbrance on the land would look like under the tax bill.

There being no further discussion on the matter, Chairman Etherington called for a vote on the motion to approve the amendment presented.

Motion to amend the Maintenance Agreement in order to incorporate the suggested language into Section 3.05 was passed unanimously 5-0, no abstentions, and no objections.

Chairman Etherington then opened the floor for approval of Ordinance 2025-09-24-1 authorizing the Village to enter into the Maintenance Agreement with S-9-ReDev, LC, as amended. Ordinance 2025-09-24-1 was then read in full by Trustee Lafata. Following the reading of the Ordinance in full and a second time by title only, Chairman Etherington opened the floor for a proposed motion. Chairman Etherington recognized Trustee Murphy who motioned to approve Ordinance 2025-09-24-1 as presented. Chairman Etherington then inquired as to a second and recognized Trustee Lafata who seconded the motion.

Chairman Etherington then recognized Trustee Elsberry who then motioned to amend the Maintenance Agreement as presented including: (a) Section 3.01(a)(iii) page 3 change to remove the last sentence, (b) changing Section 3.01(i) & (j) to, “or treatment, applicable” in (j) should be moved up to subsection (i), (c) Article III to add a new Section 3.06 to include, “whatever applicable provision would apply (in latin) with all necessary changes and timing”, (d) Section 4.04(f)(iv)...(v) needs to be made its own new paragraph, (v) Section 7.03 severability clause is missing, “To the extent any provisions of this Maintenance Agreement is held to be unenforceable by a Court of competent jurisdiction...”. Chairman Etherington then inquired as to a second and recognized Trustee Worstell-Benjamin who seconded the motion.

Chairman Etherington then opened the matter for further discussion. There being no further discussion on the motion to amend provided by Trustee Elsberry, Chairman Etherington called for a vote on the motion.

Motion to amend the Maintenance Agreement as follows: (a) Section 3.01(a)(iii) page 3 change to remove the last sentence, (b) changing Section 3.01(i) & (j) to, “or treatment, applicable” in (j) should be moved up to subsection (i), (c) Article III to add a new Section 3.06 to include, “whatever applicable provision would apply (in latin) with all necessary changes and timing”, (d) Section 4.04(f)(iv)...(v) needs to be made its own new paragraph, (v) Section 7.03 severability clause is missing, “To the extent any provisions of this Maintenance Agreement is held to be unenforceable by a Court of competent jurisdiction...” was passed unanimously 5-0, no abstentions, and no objections.

Chairman Etherington then opened the matter for any further discussion on approval of Ordinance 2025-09-24-1 authorizing the Village to enter into the Maintenance Agreement with S-9-ReDev, LC, as amended. There being no further discussion on the motion, Chairman Etherington called for a vote on the motion approving Ordinance 2025-09-24-1.

Motion to approve Ordinance 2025-09-24-1 authorizing the Village to enter into the Maintenance Agreement as amended was passed unanimously 5-0, no abstentions, and no objections.

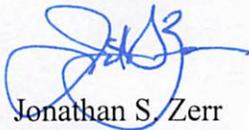
MEETING ADJOURNED

There being no further business set on the agenda, Chairman Etherington opened the floor for a motion to adjourn. Chairman Etherington recognized Trustee Elsberry who motioned to adjourn the regular meeting of the Board of Trustees. Chairman Etherington then recognized Trustee Lafata who seconded the motion. There being no further discussion on the motion, Chairman Etherington called for a vote on the motion.

Motion passed unanimously 5-0, no abstentions, and no objections.

Regular meeting of the Board of Trustees adjourned at 8:40.

Respectfully submitted,



Jonathan S. Zerr
Village Attorney