

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

STEPHANIE REYNOLDS, et al.)	
)	
)	
Plaintiffs,)	
)	Cause No.: 07CC-001420
v.)	
)	Division: 31
CITY OF VALLEY PARK, MO,)	
)	
Defendant.)	

**PLAINTIFFS' MOTION FOR RECONSIDERATION
OF ORDER OF DISMISSAL OR, ALTERNATIVELY, FOR AN AWARD
OF ATTORNEY'S FEES AND COSTS AND MEMORANDUM IN SUPPORT**

Plaintiffs move this Court to reconsider the Order of dismissal and judgment entered on August 3, 2007. Alternatively, in the event this Court denies reconsideration, Plaintiffs move this Court to enter an order finding that they were the “catalyst” to Defendant’s repeal of the challenged ordinance and are thus entitled to an award of attorneys’ fees and costs.

MEMORANDUM

I. THE ORDER OF DISMISSAL IS ERRONEOUS

Plaintiffs respectfully submit that the Order dismissing this case is patently erroneous. For one thing, the Order is based on an issue (*i.e.*, whether a legal action challenging an ordinance can be mooted by a repeal of that ordinance) that was finally decided by the Honorable Barbara Wallace in a nearly identical case between the same parties; thus, under the doctrine of collateral estoppel, this Court’s contradictory finding is clearly erroneous.

Furthermore, this case simply is not moot. Defendant remains free to reenact the same identical ordinance which it repealed only after months of litigation. Indeed, Defendant refused to enter a consent judgment making the temporary injunction permanent to ensure that the

ordinance would not be reenacted (the undersigned counsel, by her signature, attests that she discussed this option with Defendant and it was rejected). However, instead of ensuring that this case would end in a non-controversial manner by utilizing this approach, Defendant insisted that the case be dismissed with no injunction preventing reenactment of the repealed ordinance. Defendant's outright refusal to consent to a permanent injunction enjoining enforcement of the current ordinance makes clear that its intent is to preserve the right to reenact the ordinance at its whim. Because Defendant retains such a right this case simply is not moot.

Defendant's recent actions illustrate its intent. Just days after this Court apparently issued its order dismissing this case, Defendant continued its pursuit of immigration ordinances. It called a special meeting of the Board of Alderman (and without providing adequate notice of the meeting as required by MO.REV.STAT. § 610.020.2) proposed passage of Ordinance No. 1736 directed at the employment of "illegal aliens." If enacted, Ordinance No. 1736 will be *in direct contravention of a permanent injunction* issued by the Honorable Barbara Wallace prohibiting enforcement of a nearly ordinance and *in direct contravention* of the City's own June 18 resolution not to approve any new laws addressing illegal immigration. *See* Ordinance No. 1736 attached as Exhibit A hereto and June 18 Resolution attached hereto as Exhibit B.

Furthermore, and in any event, the Missouri Supreme Court has made clear that when a party files suit seeking to void a local ordinance, a defendant cannot unilaterally moot the litigation by repealing the ordinance. *See R.E.J., Inc. v. City of Sikeston*, 142 S.W.2d 744 (Mo. banc. 2004). For all of these reasons, Plaintiffs respectfully request that this Court reconsider its Order of August 3, 2007, dismissing this case.

II. PLAINTIFFS ARE ENTITLED TO AN AWARD OF FEES

Alternatively, in the event this Court does not reconsider its Order of dismissal, it should find that Plaintiffs are entitled to an award of attorneys' fees and costs, and order Plaintiffs to submit a statement of the fees and costs so that an award can be calculated. Plaintiffs were the "catalyst" to the repeal of the challenged ordinance, and thus are the true prevailing parties in this Declaratory Judgment Act case. *See Lett v. City of St. Louis*, 24 S.W.3d 157, 164 (Mo.App. 2000) (indicating "catalyst" theory "extends prevailing party status to some plaintiffs even though they have not obtained an enforceable judgment or comparable relief through a consent decree or settlement"). Lawyers for Defendant, the mayor, and alderman all concede that they repealed the "offensive" aspects of the ordinance in response to this litigation. *See* Selected Newspaper attached hereto as Exhibit C. Alderman Adams candidly admitted: "If we thought we could win, we'd still be going." *Id.*

And, under the auspices of MO.REV.STAT. § 527.100, courts have broad discretion to award attorneys' fees as costs in an action brought under the Missouri Declaratory Judgment Act, upon proof of "special" or "unusual" circumstances. *See, e.g., David Ranken, Jr. Tech. Inst. v. Boykins*, 816 S.W.2d 189, 193 (Mo. banc 1991). Notably, at least one court has allowed an award of attorneys' fees in a declaratory judgment act case brought against a municipality MO.REV.STAT. § 527.100. *See Law v. City of Maryville*, 933 S.W.2d 873, 878 (Mo.App. – W.D. 1996).

"Unusual circumstances" exist in this case which support an award of attorneys' fees. Indeed, Plaintiffs have become the standard-bearers in combating unconstitutional ordinances aimed at illegal immigrants enacted by local municipalities acting outside the scope of their delegated authority. Defendants have attempted to change the course of the multiple judicial

proceedings challenging such ordinances through legislative activities by enacting multiple ordinances governing the same subject matter and/or modifying them each time they are attacked. These tactics have resulted in delay, and have unnecessarily complicated this litigation resulting in the expenditure of exorbitant fees and costs.

Furthermore, it is the public policy of this state, declared through legislative enactment, that those governmental entities covered by insurance should reimburse individuals harmed by the wrongful actions and inactions of those governmental entities. Specifically, Missouri law provides that a governmental unit

... may purchase liability insurance for tort claims ... [and] [s]overeign immunity for the state of Missouri and its political subdivisions is waived only to the maximum amount of and only for the purposes covered by such policy of insurance.

MO.REV.STAT. § 537.610. In other words, if Defendant City of Valley Park has purchased an insurance policy for torts, and one of the “purposes” of that policy is to cover attorney fee claims in a case like this, it is not “immune” from being held accountable for the monetary results of its wrongful conduct. *See, e.g., Kunzie v. City of Olivette*, 184 S.W.3d 570, 574 (Mo. banc 2006) (in case where the plaintiff brought claims for wrongful discharge and retaliation, court held that “if the city maintains insurance that covers these types of claims, then it will have waived its immunity ... A municipality’s procurement of insurance constitutes an absolute and complete waiver of all immunities”).

Defendant Valley Park has an insurance policy which provides coverage for any award of attorneys’ fees made in this case. *See* Copy of Insurance Policy, attached hereto as Exhibit D. When a political subdivision purchases insurance that provides coverage for a specific claim, they are waiving any immunity they have from such claim and thereby consenting to be liable to

a claimant up to the limits of the insurance purchased. *See* MO.REV.STAT. § 537.610. Plaintiffs thus are entitled to an award of attorneys fees.

III. PLAINTIFFS ARE ENTITLED TO AN AWARD OF COSTS

Plaintiffs brought this action to enjoin enforcement of an unconstitutional ordinance. Plaintiffs effectively succeeded in this effort, in that their efforts have resulted in a repeal of the challenged ordinance. A judgment was entered in favor of Defendant only because it waived the white flag, and surrendered to the relief Plaintiffs were seeking. Plaintiffs are thus the true prevailing party entitled to costs.

CONCLUSION

FOR RELIEF Plaintiffs respectfully request that this Court reconsider the Order of dismissal and judgment apparently entered on August 3, 2007. Alternatively, in the event this Court denies reconsideration, Plaintiffs respectfully request that this Court enter an order finding that they are entitled to an award of attorneys' fees and costs.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document was served via U.S. mail, postage prepaid, on the 10th day of August on the following counsel of record:

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BILL NO. 1885

ORDINANCE NO. 1736

**AN ORDINANCE AMENDING ORDINANCE 1722
AS AMENDED BY ORDINANCES 1724 AND 1732 BY
MAKING THE ORDINANCE EFFECTIVE IMMEDIATELY
BUT STAYING THE ENFORCEMENT OF
SECTIONS 2, 3, 4, 5 AND 6 AND NOT ACCEPTING
COMPLAINTS THEREUNDER UNTIL DECEMBER 1, 2007**

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

Section One

Ordinance 1722, as amended by Ordinance 1724 and Ordinance 1732, is hereby amended by deleting Section Seven therefrom and, in lieu thereof, inserting a new Section Seven so that Ordinance 1722, as amended by Ordinances 1724 and 1732, shall read as follows:

"Section One

Ordinance No. 1715 and sections one, two, three and four of Ordinance No. 1708 are hereby repealed and the following is enacted in lieu thereof:

Section Two

FINDINGS AND DECLARATION OF PURPOSE.

The people of the City of Valley Park find and declare:

- A. That state and federal law require that certain conditions be met before a person may be authorized to work in this country.
- B. That unlawful workers and illegal aliens, as defined by this Ordinance and state and federal law, do not normally meet such conditions as a matter of law when present in the City of Valley Park.
- C. That the unlawful employment of, harboring of, and crimes committed by, illegal aliens harm the health, safety, and welfare of residents of the City of Valley Park. Illegal immigration leads to higher crime rates, subjects our hospitals to fiscal hardship and our residents to substandard quality of care, contributes to other burdens on public services, increasing their costs and diminishing their availability, diminishes our overall quality of life, and

endangers the security and safety of the homeland. Employment of unauthorized aliens reduces the wages of, and may result in the unemployment of, U.S. citizens and aliens who are authorized to work in the United States.

- D. That the City of Valley Park is authorized to enact ordinances to promote the health, safety, and welfare of its residents and to abate public nuisances, including the nuisance of illegal immigration, by diligently prohibiting the acts and practices that facilitate illegal immigration, in a manner consistent with federal law and the objectives of Congress.
- E. This Ordinance seeks to secure to those lawfully present in the United States and this City, whether or not they are citizens of the United States, the right to live in peace free of the threat of crime, to enjoy the public services provided by this City without being burdened by the cost of providing goods, support and services to aliens unlawfully present in the United States, and to be free of the debilitating effects on their economic and social well being imposed by the influx of illegal aliens, to the fullest extent that these goals can be achieved consistent with the Constitution and Laws of the United States and the State of Missouri.
- F. The City shall not construe this Ordinance to prohibit the rendering of emergency medical care, emergency assistance, or legal assistance to any person.

Section Three

DEFINITIONS.

When used in this chapter, the following words, terms and phrases shall have the meanings ascribed to them herein, and shall be construed so as to be consistent with state and federal law, including federal immigration law:

- A. "Business entity" means any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.
 - (1) The term business entity shall include, but not be limited to, self-employed individuals, partnerships, corporations, contractors, and subcontractors.
 - (2) The term business entity shall include any business entity that possesses a business license, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without such a business license.

- B. "City" means the City of Valley Park, Missouri.
- C. "Contractor" means a person, employer, subcontractor or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a subcontractor, contract employee, or a recruiting or staffing entity.
- D. "Illegal Alien" means an alien who is not lawfully present in the United States, according to the terms of United States Code Title 8, section 1101 et seq. The City shall not conclude that a person is an illegal alien unless and until an authorized representative of the City has verified with the federal government, pursuant to United States Code Title 8, subsection 1373(c), that the person is an alien who is not lawfully present in the United States.
- E. "Unlawful worker" means a person who does not have the legal right or authorization to work due to an impediment in any provision of federal, state or local law, including, but not limited to, a minor disqualified by nonage, or an unauthorized alien as defined by United States Code Title 8, subsection 1324a(h)(3).
- F. "Work" means any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including, but not limited to, all activities conducted by business entities.
- G. "Basic Pilot Program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a); United States Code Title 8, subsection 1324a, and operated by the United States Department of Homeland Security (or a successor program established by the federal government.)

Section Four

BUSINESS PERMITS, CONTRACTS, OR GRANTS.

- A. It is unlawful for any business entity to knowingly recruit, hire for employment, or continue to employ, or to permit, dispatch, or instruct any person who is an unlawful worker to perform work in whole or part within the City. Every business entity that applies for a business license to engage in any type of work in the City shall sign an affidavit, prepared by the City Attorney, affirming that they do not knowingly utilize the services or hire any person who is an unlawful worker.

B. Enforcement: The Valley Park Code Enforcement Office shall enforce the requirements of this section.

- (1) An enforcement action shall be initiated by means of a written signed complaint to the Valley Park Code Enforcement Office submitted by any City official, business entity, or City resident. A valid complaint shall include an allegation which describes the alleged violator(s) as well as the actions constituting the violation, and the date and location where such actions occurred.
- (2) A complaint which alleges a violation on the basis of national origin, ethnicity, or race shall be deemed invalid and shall not be enforced.
- (3) Upon receipt of a valid complaint, the Valley Park Code Enforcement Office shall, within three (3) business days, request identify information from the business entity regarding any persons alleged to be unlawful workers. The Valley Park Code Enforcement Office shall suspend the business permit of any business entity which fails, within three (3) business days after receipt of the request, to provide such information.
- (4) The Valley Park Code Enforcement Office shall suspend the business license of any business entity which fails to correct a violation of this section within three (3) business days after notification of the violation by the Valley Park Code Enforcement Office.
- (5) In any case in which the alleged unlawful worker is alleged to be an unauthorized alien, the Valley Park Code Enforcement Office shall not suspend the business license of the business entity if prior to the date of the violation, the business entity had verified the work authorization of the alleged unlawful worker using the Basic Pilot Program.
- (6) The suspension shall terminate one (1) business day after a legal representative of the business entity submits, at a City office designated by the City Attorney, a sworn affidavit stating that the business entity has corrected the violation, as described in Section 5.B.
 - (a) The affidavit shall include a description of the specific measures and actions taken by the business entity to correct the violation, and shall include the name, address and other adequate identifying information of the unlawful workers related to the complaint.

- (b) Where two or more of the unlawful workers are verified by the federal government to be unauthorized aliens, the legal representative of the business entity shall submit to the Valley Park Code Enforcement Office, in addition to the prescribed affidavit, documentation acceptable to the City Attorney which confirms that the business entity has enrolled in and will participate in the Basic Pilot Program for the duration of the validity of the business permit granted to the business entity.
- (7) For a second or subsequent violation, the Valley Park Code Enforcement Office shall suspend the business permit of a business entity for a period of twenty (20) days. After the end of the suspension period, and upon receipt of the prescribed affidavit, the Valley Park Code Enforcement Office shall reinstate the business permit. The Valley Park Code Enforcement Office shall forward the affidavit, complaint, and associated documents to the appropriate federal enforcement agency, pursuant to United States Code Title 8, section 1373. In the case of an unlawful worker disqualified by state law not related to immigration, the Valley Park Code Enforcement Office shall forward the affidavit, complaint, and associated documents to the appropriate state enforcement agency.
- C. All agencies of the City shall enroll and participate in the Basic Pilot Program.
- D. As a condition for the award of any City contract or grant to a business entity for which the value of employment, labor or, personal services shall exceed \$10,000, the business entity shall provide documentation confirming its enrollment and participation in the Basic Pilot Program.

Section Five

IMPLEMENTATION AND PROCESS

- A. Prospective Application Only. The default presumption with respect to Ordinances of the City of Valley Park - that such Ordinances apply only prospectively - shall pertain to the provisions of this Ordinance, which shall apply only to employment contracts, agreements to perform service or work, and agreements to provide a certain product in exchange for valuable consideration that are entered into or renewed after the date that this Ordinance becomes effective and any judicial injunction prohibiting its implementation is removed.
- B. Correction of Violations-Employment of Unlawful Workers. The correction of a violation with respect to the employment of an unlawful worker shall include any of the following actions:

- (1) The business entity terminates the unlawful worker's employment.
 - (2) The business entity, after acquiring additional information from the worker, requests a secondary or additional verification by the federal government of the worker's authorization, pursuant to the procedures of the Basic Pilot Program. While this verification is pending, the three business day period described in Section 4.B.(4) shall be tolled.
 - (3) The business entity attempts to terminate the unlawful worker's employment and such termination is challenged in a Court of the State of Missouri. While the business entity pursues the termination of the unlawful worker's employment in such forum, the three business day period described in Section 4.B(4) shall be tolled.
- C. Procedure if Verification is Delayed. If the federal government notifies the City of Valley Park that it is unable to verify whether an individual is authorized to work in the United States, the City of Valley Park shall take no further action on the complaint until a verification from the federal government concerning the status of the individual is received. At no point shall any city official attempt to make an independent determination of any alien's legal status, without verification from the federal government, pursuant to United States Code Title 8, Subsection 1373(c).
- D. Venue for Judicial Process. Any business entity subject to a complaint and subsequent enforcement under this Ordinance, or any individual employed by or seeking employment with such a business entity who is alleged to be an unlawful worker, may challenge the enforcement of this Ordinance with respect to such entity or individual before the Board of Adjustment of the City of Valley Park, Missouri, subject to the right of appeal to the St. Louis County Circuit Court.
- E. Deference to Federal Determinations of Status. The determination of whether an individual is an unauthorized alien shall be made by the federal government, pursuant to United States Code Title 8, Subsection 1373(c). The Board of Adjustment of the City of Valley Park, Missouri, may take judicial notice of any verification of the individual previously provided by the federal government and may request the federal government to provide automated or testimonial verification pursuant to United States Code Title 8, Subsection 1373(c).

Section Six

CONSTRUCTION AND SEVERABILITY

- A. The requirements and obligations of this section shall be implemented in a manner fully consistent with federal law regulating immigration and protecting the civil rights of all citizens and aliens.
- B. If any parts of or any provision of this Chapter is in conflict or inconsistent with applicable provisions of federal or state statutes, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or such provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Chapter shall not be affected thereby.

Section Seven

This Ordinance shall become effective from and after its passage and approval by the Mayor in repealing Ordinances 1708 and 1715, provided that the enforcement of the provisions contained within Sections Two, Three, Four, Five and Six shall be stayed and no complaints thereunder shall be accepted by the City of Valley Park until December 1, 2007."

Section Two

This Ordinance shall become effective from and after its passage and approval by the Mayor.

PASSED this _____ day of _____, 2007.

APPROVED this _____ day of _____, 2007.

JEFFERY J. WHITTEAKER, MAYOR

ATTEST:

MARGUERITE WILBURN
City Clerk

Linda Martinez

RESOLUTION NO. 6-18-07-1

**A RESOLUTION RELATING TO FUTURE
ORDINANCES REGARDING ILLEGAL IMMIGRATION**

WHEREAS, the City of Valley Park, Missouri, is currently engaged in the defense of three separate lawsuits challenging the Constitutionality of its anti-immigration ordinances, and

WHEREAS, the City is committed to defending those actions to a conclusion, however, following the outcome of the litigation, the City does not currently desire to implement further ordinances dealing with unlawful immigration,

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

Section One

The City will not knowingly implement any future actions relating to illegal immigration that will engage it in further litigation.

Section Two

This Resolution passed this _____ day of June, 2007, by a vote of _____ ayes and _____ nays.

JEFFERY J. WHITTEAKER, MAYOR

ATTEST:

MARGUERITE WILBURN
City Clerk

EXHIBIT
B

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NEWS

Valley Park aldermen rescind immigration law

Legal costs factor in decision

By Mary Shapiro

Wednesday, March 28, 2007 11:09 AM CDT

A controversial law regarding illegal immigration in Valley Park could be dropped.

But Mayor Jeff Whitteaker's signature - or veto - may not ultimately determine whether a vote by the Board of Aldermen to rescind the law leads to opponents dropping a new lawsuit filed March 14 against the city.

Instead, if Whitteaker doesn't sign the ordinance into law, a supermajority of the board - six of the eight members - could override his veto, as early as the board's April 2 meeting. By the Journal's deadline Monday afternoon, Whitteaker had not signed the legislation.

Some aldermen said they didn't plan to change their votes on the rescinding legislation.

Alderman Don Carroll said Friday, March 23, he felt "there's probably enough of us that could override a veto - but I would hope it doesn't come to that."

But Alderman Mike White said Friday he "didn't feel comfortable answering right now" the question of whether he still supports the rescinding legislation.

Whitteaker would have to explain to the board, as early as April 2, his reasons for not signing the legislation into law.

Hours after public comments by almost two dozen persons, aldermen went into executive session just before 10 p.m. March 19 during the Board of Aldermen meeting, where the rescinding legislation was approved.

Many of the Valley Park speakers were opposed to the legislation regarding hiring and renting to illegal immigrants and its legal costs. Most speakers from other communities were in support of the law.

EXHIBIT
C

Due to the board meeting room's capacity, some Valley Park residents couldn't get inside before the meeting started at 7 p.m. Residents said those from outside the community unfairly outnumbered them in the meeting room. Altogether, about 70 people were able to get into the board chambers.

At 11 p.m. the board, in open session, voted 7-1, with only Alderman Randy Helton opposed, to pass legislation that would take the city's laws relating to property maintenance codes and inspections back to their pre-July 2006 status.

After July, that status had included provisions mandating proof of citizenship before an occupancy permit could be issued.

St. Louis County Circuit Court Judge Barbara Wallace March 12 struck down the two old laws passed in July by Valley Park to halt anyone in the city employing or renting to illegal aliens. Afterward, one landlord filed a new lawsuit March 14 targeting new laws the city had created in February to replace the old laws Wallace had struck down.

The new lawsuit attempts to halt the enforcement of the laws passed in February. The suit also contends the city's laws would promote housing discrimination, lead to racial profiling and violate federal and state laws.

In September 2006, Wallace had issued a temporary injunction preventing enforcement of the July laws. Three landlords and the Metropolitan St. Louis Equal Housing Opportunity Council were the plaintiffs.

In this month's ruling, Wallace said the old laws can't be enforced because they conflict with state laws and that the city can't levy damaging penalties against businesses. Linda Martinez of the Bryan Cave law firm, an attorney representing plaintiffs in the challenge to the city's laws, said the March judicial ruling had set a precedent on the new laws adopted in February.

She consulted with City Attorney Eric Martin during the Monday board meeting on the wording of the latest, rescinding legislation, something which riled Helton.

"I don't like her saying how we're going to do our enforcing," he told Martin. In regard to the vote on that legislation, Helton said that it "looks like the damndest joke; it's an embarrassment to me, and I'll vote no."

Whitteaker said he felt the board was rescinding the February law "for the financial future of the city; I don't think it's the board's real desire, but dollars and cents are coming into play."

"And I don't believe (the rescinding) is right for Valley Park or the United States as a whole," he said.

"I don't agree with anybody illegal being in Valley Park," the mayor said. "By no means is that what we're condoning (with the rescinding legislation)."

Whitteaker previously had told those attending the board meeting that the cost of fighting the lawsuits so far had come to about \$56,000, with that amount reduced about \$8,000

from community donations.

Alderman Dan Adams insisted the issue, to him, was not one of dollars and cents "but for a noble cause; each alderman, from the onset, had supported the ordinances."

"But we went through this process, a ruling was made, and we were unsuccessful," Adams said. "Despite what we tried to do, illegal aliens have been left in a vulnerable spot, still able to be abused (by unscrupulous employers and landlords). And even if we had won in Valley Park, a victory here would not have (affected) Missouri or (elsewhere).

"If we thought we could win, we'd still be going. Also, there has been a racial overtone cast on this issue □□. and I don't want that under my belt."

Martinez said that if the mayor signs the legislation, the newest lawsuit would be dropped, "because the (rescinding) law effectively brings the city back to the way it was in July before the illegal immigration laws."

"I look forward to the mayor signing it," Martinez said.

The original laws approved last July said landlords could be fined at least \$500 for renting to illegal immigrants and that businesses could be denied business permits; denied the renewal of such permits; and denied city contracts and grants for at least five years for hiring such immigrants.

The February law instead deleted the fine for landlords, replacing that with a provision that no new occupancy permit could be obtained if landlords or property owners are discovered renting to illegal immigrants. Martin said it would not entail revoking any previously issued occupancy permit.

Last year, Valley Park officials also approved legislation making English the city's official language.

At the March 19 meeting, residents from Union, High Ridge, Kirkwood, Lonedell, Florissant, Bridgeton, Wildwood, Millstadt, Ill., and other communities were among those saying they supported the city's effort to control illegal aliens.

Janet Renner of Wildwood, founder of Missourians Against Illegal Immigration, insisted, "While I'm an outsider here, all of us, wherever we live, are paying an enormous amount for health care, education and crime due to illegal aliens."

Donna Ivanovich of Kirkwood, Missouri state chairman of the Constitution Party, said, "It bothers me some people support those who are breaking the laws of Valley Park. I support Mayor Whitteaker and the board 100 percent."

Leo Anglo of Valley Park said, "My concern is the financial burden this legislation has created. Some may like the ordinance but not want to bankrupt the city, and Valley Park doesn't have the finances to survive a long, drawn-out legal fight.

"When this is all done, the outside big-money interests supporting both sides of this conflict won't be here. Those left paying the bills and healing the wounds will be those in

Valley Park. This has nothing to do with patriotism but with being prudent financially."

You can contact Mary Shapiro at mshapiro@yourjournal.com.

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Valley Park changes strategy on illegal immigrants

By Stephen Deere

ST. LOUIS POST-DISPATCH
07/24/2007

VALLEY PARK — The city has abandoned efforts to enforce an ordinance that targets landlords who rent to illegal immigrants, but it will still fight to keep one that prohibits employers from giving them jobs.

For months, the city of 6,500 has wrestled with the costs of defending itself in three lawsuits challenging the ordinances. Thus far, the suits have cost the city more than \$80,000.

On July 16, for the second time in five months, the Board of Aldermen voted to repeal parts of its housing code that denied occupancy permits to landlords renting to illegal immigrants.

Mayor Jeffery Whitteaker had vetoed earlier legislation, but this past week decided to sign it.

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Whitteaker did not return phone messages seeking comment.

Kris Kobach, a University of Missouri-Kansas City law professor who is working for Valley Park, said the mayor's actions reflected a change in legal strategy, "not a concession."

Kobach said the city still plans to fight a lawsuit in federal court that challenges Valley Park's right to have an ordinance prohibiting the employment of illegal immigrants.

Kobach accused the American Civil Liberties Union and attorneys from the Bryan Cave

law firm of trying to "bankrupt a small town" with a barrage of lawsuits.

"It's a typical strategy for the ACLU," he said, adding that it was less costly for the city to fight for the employment ordinance.

Valley Park landlords have complained that they have no expertise in determining who is in the country illegally and that they could not follow the city's ordinance. They've also said that the ordinance could lead them to discriminate against Hispanic tenants to avoid being penalized.

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Florence Streeter, a Valley Park landlord and plaintiff in one of the lawsuits, called the development a victory.

"We are no longer put in a position where we have to discriminate," she said.

sdeere@post-dispatch.com | 314-340-8116


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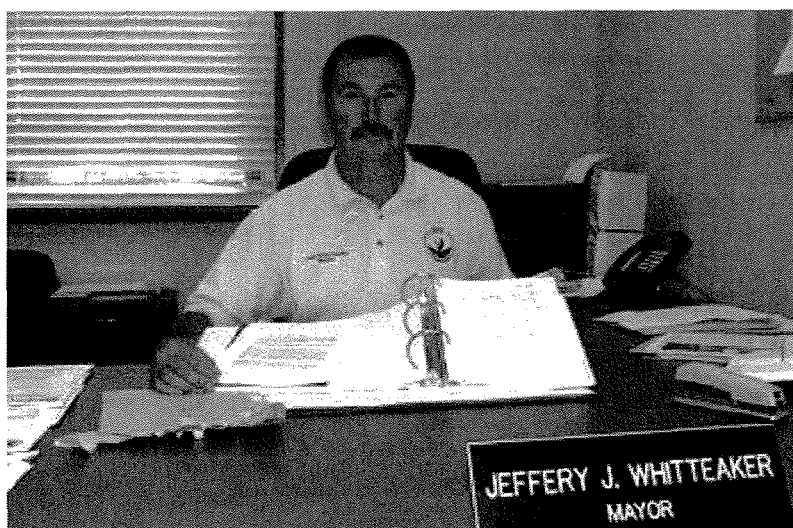
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NEWS

Valley Park mayor considers vetoing immigration bill

By Mary Shapiro
Monday, July 23, 2007 2:39 PM CDT

Mayor Jeff Whitteaker is leaning toward vetoing legislation, passed July 16 by the Board of Aldermen, that would remove part of its law relating to illegal immigrants, which had banned landlords from renewing occupancy permits if they rent to those individuals.



Mary Shapiro photo/ Valley Park Mayor Jeff Whitteaker is shown here in his office at City Hall with letters and e-mails in support of the city's laws related to illegal immigration.

"I have until the next board meeting on August 6 to decide if I'll veto the bill," he said.

Whitteaker said that since the laws were passed, the city has spent \$89,533 on legal expenses to defend itself against various lawsuits. He told the board, "We're nearly at the end of the bridge (with lawsuits opposing the laws). Only a small amount of additional money will be spent before the judge makes a ruling, on something could affect the whole country, and I hope we can finish this out."

The board voted 5-3 in favor of the law. John Brust, Don Carroll, Mike Pennise, Ed Walker and Mike White were in favor, while Dan Adams, Randy Helton and Steve Drake were opposed.

In June, the board approved a resolution to not pass any new laws addressing illegal immigration. However, officials will continue their legal defense of three lawsuits challenging the constitutionality of the city's existing illegal-immigration laws.

City Attorney Eric Martin said the repeal action July 16 was taken based on advice from

special legal counsel "so we can concentrate on provisions of the laws affecting employers (who hire illegal immigrants)."

Pennise said that while many living outside the city have indicated they support Valley Park's efforts, "we're not getting enough help from them - and we don't have that kind of money (to continue fighting lawsuits)."

"The federal government has let us down (in not passing effective new laws or by enforcing existing ones) - and our state doesn't care," he said.

Pennise asked aldermen to consider repealing all illegal immigration laws, but the board declined.

"I'm tired of fighting and wasting money," he said.

Carroll agreed. He said, "The federal and state governments should handle this issue, not a city of 6,500 people. We can't keep up financially with those suing us, and we need to put a stop to this by getting out (of litigation) as quick and easy as possible. This is too expensive. It was a good idea, but we can't afford to continue."

White said the city's laws "were started for the right reasons.

"People tell us we're doing the right thing, but they fall away when it's time to financially support us," White said.

Resident Leo Anglo said, "It is irresponsible for the city to expose itself to such an expense. He said repealing illegal immigration laws would allow the city to focus on issues that will have more impact on the city.

Adams, while agreeing with Pennise on the lack of state and federal government help on the issue, asked, "Do we just allow illegal aliens to roam freely, unchecked?"

"This issue will affect the ability of my children and grandchildren to find good-paying jobs. It will take small communities to move this issue forward."

Drake said, "This fight is paramount. It's about our community and country."

Whitteaker insisted, "I'm not a quitter, and I'd do all this again tomorrow."

You can contact Mary Shapiro at mshapiro@yourjournal.com.

Write in your Journal!

Name:

Comments:

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I, Marguerite Wilburn, City Clerk within and for the City of Valley Park, St. Louis County, Missouri, do hereby certify that the foregoing constitutes a full, true and complete copy of AIG (American International Companies) insurance policy with the City of Valley Park from 1/1/06 to 1/1/07.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix the seal of the City of Valley Park, Missouri, at my office in said City, this 23rd day of February 2007.

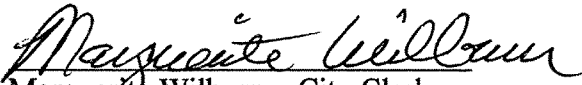

Marguerite Wilburn – City Clerk

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NOTICE: THIS IS A CLAIMS MADE FORM. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE DEDUCTIBLE FOR THIS POLICY SHALL APPLY TO BOTH DAMAGES AND DEFENSE COSTS.

REPLACEMENT OF POLICY NUMBER: *978-28-31*

POLICY NUMBER: *494-84-73*

DECLARATIONS

ITEM 1. PUBLIC ENTITY: *VALLEY PARK, CITY OF*

ADDRESS: *320 BENTON STREET
VALLEY PARK, MD 63088-1735*

ITEM 2. POLICY PERIOD: FROM: *January 1, 2006* TO: *January 1, 2007*
(At 12:01 AM Standard Time at the Address of the Public Entity stated in ITEM 1.)

ITEM 3. LIMIT OF LIABILITY *\$1,000,000* Aggregate

ITEM 4. (a) DEDUCTIBLE: *\$15,000* Each Wrongful Act other than an
Employment Practices Violation

(b) DEDUCTIBLE: *\$25,000* Each Employment Practices Violation

1038221

ITEM 5. PREMIUM: \$3,211

STATE TAX _____
STAMPING FEE _____
BROKER FEE \$250.00
POLICY FEE _____

ITEM 6. NAME AND ADDRESS OF THE COMPANY (hereinafter "Company")
(This policy is issued only by the insurance company indicated below.)

Illinois National Insurance Company
175 Water Street
New York, NY 10038

ITEM 7. ADDITIONAL COVERED OPERATIONS

- | | |
|--|--|
| <input type="checkbox"/> Port Authority | <input type="checkbox"/> Housing Authority |
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| <input type="checkbox"/> Water/Sewer Authority | |

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**POLICYHOLDER DISCLOSURE STATEMENT
UNDER
TERRORISM RISK INSURANCE ACT OF 2002**

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$50 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

COPY OF DISCLOSURE SENT WITH ORIGINAL QUOTE


Insured Name: *VALLEY PARK, CITY OF*

Policy Number: *494-84-73*

Policy Period Effective Date From: *January 1, 2006* To: *January 1, 2007*

IN WITNESS WHEREOF, the Company has caused this policy to be signed on the Declarations Page by its President, a Secretary and a duly authorized representative of the Company.

Elizabeth M. Tuck
SECRETARY


PRESIDENT


AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE & DATE

COUNTERSIGNED AT

CRC INSURANCE SERVICES INC.
14001 N. DALLAS PARKWAY
SUITE M100
DALLAS, TX 75240-4350

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PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY POLICY



MuniProSM

In consideration of the premium charged, and in reliance upon the statements in the Application attached hereto and made a part hereof, and subject to the Limit of Liability stated in Item 3 of the Declarations and the terms and conditions contained herein, the Company and the Insured agree as follows:

1. INSURING AGREEMENTS

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages resulting from any Claim first made against the Insured during the Policy Period or the Discovery Period (if applicable) and reported to the Company pursuant to the terms of this policy for any Wrongful Act of the Insured in the performance of duties for the Public Entity.

2. DEFENSE PROVISIONS

- (a) The Company shall, in addition to the Limit of Liability, appoint an attorney and defend any Claim against the Insured alleging a Wrongful Act, even if such Claim is groundless, false or fraudulent; and pay on behalf of the Insured Defense Costs.
- (b) The Insured shall not admit liability or settle any Claim or incur any cost or expense without the written consent of the Company. The Company shall have the right to make such investigation and negotiations and, with the written consent of the Public Entity, such settlement of any Claim as the Company deems expedient. If the Public Entity refuses to consent to any settlement recommended by the Company, the Insured shall thereafter negotiate or defend such Claim independently of the Company and the liability of the Company shall not exceed the amount for which the Claim could have been settled plus Defense Costs incurred with the Company's consent up to the date of such refusal.
- (c) The Company shall not be obligated to pay any Damages or Defense Costs or to undertake or continue defense of any Claim after the Limit of Liability has been exhausted by payment of Damages or after deposit of the applicable limit of the Company's liability in a court of competent jurisdiction, and in such case the Company shall have the right to withdraw from the further defense thereof by tendering control of said defense to the Insured.

3. DEFINITIONS

- (a) "Arising Out Of" means originating from, having its origin in, growing out of, flowing from, incident to or having connection with, whether directly or indirectly;
- (b) "Claim" means a judicial proceeding alleging a Wrongful Act that is filed against an Insured in a court of law or equity and which seeks Damages or other relief. Claim shall also mean an administrative proceeding alleging a Wrongful Act, provided an enforceable award of Damages can be made against an Insured at the administrative proceeding.

- (c) "Damages" means a monetary judgment or settlement agreed to with the consent of the Company.
- (d) "Defense Costs" means reasonable and necessary fees, costs, and expenses incurred by the Company, or incurred by the Insured with the written consent of the Company, (including premiums for any appeal bond, attachment bond, or similar bond but without any obligation to apply for or furnish any such bond) resulting from the investigation, adjustment, defense, and appeal of a Claim against any Insured; provided, however, that Defense Costs do not include salaries of employees or officers of the Company.
- (e) "Employment Practice Violation(s)" means any actual or alleged:
- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
 - (2) harassment (including sexual harassment whether "quid pro quo", hostile work environment or otherwise);
 - (3) discrimination, (including but not limited to discrimination based upon age gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
 - (4) Retaliation (including lockouts);
 - (5) employment-related misrepresentation(s) to an employee or applicant for employment with the Public Entity;
 - (6) wrongful failure to employ or promote;
 - (7) wrongful deprivation of career opportunity, wrongful demotion or negligent employee evaluation, including the giving of negative or defamatory statements in connection with an employee reference;
 - (8) wrongful discipline;
 - (9) failure to grant tenure;
 - (10) failure to provide or enforce adequate or consistent policies and procedure relating to any Employment Practices Violation;
 - (11) violation of an individual's civil rights relating to any of the above but only if the Employment Practices Violation relates to an employee or applicant for employment with the Public Entity whether direct, indirect, intentional or unintentional.
- (f) "Insured" means the Public Entity and:
- (1) all persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on behalf of the Public Entity;
 - (2) commissions, boards, or other units, and members and employees thereof, operated by and under the jurisdiction of such Public Entity and within an apportionment of the total operating budget indicated in the application for this policy;

- (3) volunteers acting for or on behalf of, and at the request and under the direction of, the Public Entity;
- (4) officials and employees of the Public Entity appointed at the request of the Public Entity to serve with an outside tax exempt entity.
- (g) "Policy Period" means the period from the inception date of this policy shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancellation of this policy.
- (h) "Public Entity" means the municipality, governmental body, department or unit which is named in Item 1 of the Declarations.
- (i) "Retaliation" means a wrongful act of an Insured relating to or alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an Employee of the Public Entity to a superior or to any governmental agency of any act by an Insured which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an Employee of the Public Entity of any right that such employee has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to Employee rights; (3) the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; (4) Strikes by Employees of the Public Entity or (5) political affiliation:
- (j) "Wrongful Act" means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or Employment Practices Violation by an Insured solely in the performance of duties for the Public Entity.

4. EXTENSIONS

Subject otherwise to the terms hereof, the policy shall cover Claims made against the estates, heirs, or legal representatives of deceased Insureds, and the legal representatives of Insureds in the event of an Insured's incompetency, insolvency or bankruptcy, who were Insureds at the time the Wrongful Acts upon which such Claims are based were committed.

Subject otherwise to the terms hereof, this policy shall cover Claims made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an Insured for all Claims arising solely out of his or her status as the spouse of an Insured, including a Claim that seeks damages recoverable from marital community property, property jointly held by the Insured and the spouse, or property transferred from the Insured to the spouse; provided, however, that this extension shall not afford coverage for any Claim for any Wrongful Act of the spouse, but shall apply only to Claims Arising Out of the Wrongful Acts of an Insured, subject to the policy's terms, conditions and exclusions.

5. EXCLUSIONS

This policy does not apply to any Damages or Claim:

- (a) alleging fraud, dishonesty or criminal acts or omissions; however, the Insured shall be reimbursed for the reasonable amount which would have been collectible under this policy if such allegations are not subsequently proven;
- (b) seeking relief or redress in any form other than Damages, or attorney's fees, costs or expenses which the insured shall become obligated to pay as a result of an adverse judgment or settlement for a Claim seeking such relief; however, the Company shall defend such a Claim in accordance with Clause 2, subject to a Policy Period aggregate limit of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations.
- (c) Arising Out Of (1) false arrest, detention or imprisonment, (2) libel, slander or defamation of character, (3) assault or battery, (4) malicious prosecution or abuse of process, (5) wrongful entry or eviction, or invasion of any right of privacy, (6) any allegation relating to the foregoing exclusions 5(c)(1) through 5(c)(5) that an Insured negligently employed, investigated, supervised or retained any person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such Damages or Claim;
- (d) Arising Out Of (1) bodily injury to, or sickness, disease, emotional distress or death of any person, (2) damage to or destruction of any property, including the loss of use thereof, (3) any allegation relating to the foregoing exclusions 5(d)(1) through 5(d)(2) that an Insured negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such Damages or Claim;
- (e) Arising Out Of inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use;
- (f) Arising Out of strikes, riots or civil commotions;
- (g) Arising Out Of the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption; however, the Company will defend such a Claim but without obligation to pay Damages;
- (h) Arising Out Of the gaining in fact of any profit or advantage to which the Insured is not legally entitled; the return of taxes, assessments, penalties fines or fees; any award of salary, wages or earnings;
- (i) alleging, Arising Out Of, based upon, attributable to, or in any way involving, directly or indirectly;
 - (1) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, or

- (2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants.

"Pollutants" include, but are not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, lead and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed;

- (j) Arising Out Of the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility, or the transportation of nuclear material;
- (k) Arising Out Of a breach of fiduciary duty, responsibility or obligation in connection with any employee benefit or pension plan, or to any amount due under any fringe benefit or retirement program; however, the Company will defend such a Claim but will have no obligation to furnish any benefits due or pay Damages;
- (l) brought by or on behalf of one Insured against another Insured, however, as respects any Claim alleging an Employment Practices Violation, this exclusion shall only apply to cross-claims or counterclaims brought by one Insured against another Insured;
- (m) Arising Out of breach of contract, except this exclusion shall not apply to any Claim alleging an Employment Practices Violation;
- (n) Arising Out Of the operation of or activities of any schools, airports, transit authorities, hospitals, clinics, nursing homes or other health care operations, utilities, housing authorities, jails or detention facilities, law enforcement agencies or fire fighting authorities unless specifically included in Item 7 of the Declarations or by endorsement attached;
- (o) for fines, penalties, or punitive, exemplary or the multiplied portion of multiplied Damages; however, only where permitted by law, this policy shall cover, subject to all the terms, conditions and exclusions contained herein, up to \$50,000 punitive, exemplary or the multiplied portion of multiplied Damages, as part of and not in addition to the Limit of Liability of the Company otherwise afforded by this policy;
- (p) arising from all pending or prior litigation or hearing as well as future Claims Arising Out Of said pending or prior litigation or hearing. If this policy is a renewal of a policy issued by the Company, this exclusion shall only apply with respect to a pending or prior litigation or hearing prior to the effective date of the first policy issued and continuously renewed by the Company;
- (q) Arising Out Of, based upon or attributable to the facts alleged, or to the same or related Wrongful Acts alleged or contained, in any Claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;

- (r) Arising Out Of any Wrongful Act prior to the inception date of the first policy issued by the Company and continuously renewed and maintained, if on or before such date any Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim.

The following exclusions shall also apply to any Claim alleging an Employment Practices Violation(s)

This policy does not apply to any Damages or Claim:

- (s) Arising Out Of any obligations pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; provided, however, this exclusion shall not apply to a Claim for Retaliation;
- (t) Arising Out Of any violation of the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retaining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder and amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to a Claim for Retaliation;
- (u) Arising Out Of any costs or liability incurred by any Insured to modify any building, property or facility to make said building, property or facility more accessible or accommodating to any disabled person as mandated by the Americans With Disabilities Act of 1992, and as amended, or any similar federal, state or local law, regulation or ordinance.

6. LIMIT OF LIABILITY

- (a) The total liability of the Company for all Damages arising from all Claims made against the Insured during the Policy Period and during the Discovery Period, if applicable, shall not exceed the Limit of Liability stated in Item 3 of the Declarations. The inclusion herein of more than one Insured shall not increase the Limit of Liability of the Company. The Limit of Liability stated in Item 3 of the Declarations shall apply to all Claims Arising Out Of the same Wrongful Act or related Wrongful Acts.
- (b) If additional Claims are subsequently made which Arise Out Of the same Wrongful Act or series of continuous, repeated or interrelated Wrongful Acts as Claims already made and reported to the Company, then all such Claims, whenever made, shall be considered first made within the Policy Period or the Discovery Period in which the earliest Claim Arising Out Of such Wrongful Act or series of continuous, repeated or interrelated Wrongful Acts was first made and reported to the Company, and all such Claims shall be subject to one such Limit of Liability.
- (c) If two or more policies of Public Officials and Employment Practices Liability Insurance issued by the Company or any other member company of American International Group, Inc. ("AIG") apply to the same Claim for which the Insured is liable, then the Company shall not be liable under this policy for a greater proportion of Defense Costs and Damages than the liability of the Company under this policy bears to the total liability of the AIG member

companies under all such applicable valid and collectible insurance issued by the AIG member companies; however, the maximum amount payable under all such policies shall not exceed the Limit of Liability of that policy referred to above that has the highest applicable Limit of Liability. In determining the applicable Limit of Liability of any policy for purposes of this paragraph, it shall not be a factor that Defense Costs may be payable as part of the Limit of Liability, in addition to the Limit of Liability or subject to a sublimit of liability. Nothing contained herein shall be construed to increase the Limit of Liability of this policy.

7. DEDUCTIBLE

Subject to the Limit of Liability, exclusions and other terms of this policy, the Company shall only be liable for those Damages and Defense Costs which are in excess of the Deductible stated in Items 4(a) or 4(b) of the Declarations. This Deductible shall apply to each Wrongful Act or Employment Practice Violation or series of continuous, repeated or interrelated Wrongful Acts or Employment Practice Violations and shall be borne by the Public Entity and remain uninsured. The Public Entity shall also be responsible for payment of the Deductible. The Company may direct the Public Entity to make partial or full payment of the Deductible to others.

8. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the Company named in Item 6 of the Declarations at the address indicated in item 6 of the Declarations.

If mailed, the date of the mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice. A Claim shall be considered to have been first made against an Insured when written notice of such Claim is received by any Insured, by the Public Entity on the behalf of any Insured or by the Company, whichever comes first.

- (a) The Public Entity or the Insureds shall, as a condition precedent to the obligations of the Company under this policy, give written notice to the Company of any Claim made against an Insured as soon as practicable and either:
 - (1) anytime during the Policy Period or during the Discovery Period (if applicable)
 - (2) within 30 days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim is reported no later than 30 days after the date such Claim was first made against an Insured.
- (b) If written notice of a Claim has been given to the Company pursuant to Clause 8(a) above, then any Claim which is subsequently made against the Insureds and reported to the Company Arising Out Of the facts alleged in the Claim for which such notice has been given, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in the Claim of which such notice has been given, shall be considered made at the time such notice was given.

- (c) If during the Policy Period or during the Discovery Period (if applicable) the Public Entity or the Insureds shall become aware of any circumstances which may reasonably be expected to give rise to a Claim being made against the Insureds and shall give written notice to the Company of the circumstances and the reasons for anticipating such a Claim, with full particulars as to dates, persons and entities involved, then any Claim which is subsequently made against the Insureds and reported to the Company Arising Out Of such circumstances or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.

9. DISCOVERY CLAUSE

- (a) **Automatic Discovery Period**
If the Company or the Public Entity shall cancel or refuse to renew this policy and the Public Entity does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Public Entity shall have the right to a period of sixty (60) days following the effective date of such cancellation or non-renewal in which to give written notice to the Company of any Claim made against the Insured during said 60 day period for any Wrongful Act before the end of the Policy Period. This Automatic Discovery Period shall immediately expire upon the purchase of replacement coverage by the Public Entity.
- (b) **Optional Discovery Period**
If the Company or the Public Entity shall cancel or refuse to renew this policy, the Public Entity shall have the right, upon payment of an additional premium of 50% of the total policy premium, to a period of twelve (12) months following the effective date of such cancellation or non-renewal in which to give written notice to the Company of any Claim made against the Insured during said twelve (12) month period for any Wrongful Act before the end of the Policy Period. This right shall terminate, however, unless written notice of such election together with the additional premium due is received by the Company within thirty (30) days after the effective date of cancellation or non-renewal. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

10. CANCELLATION CLAUSE

This policy may be canceled by the Public Entity by surrender of this policy or by giving written notice to the Company stating when thereafter such cancellation shall be effective. This policy may also be canceled by the Company by delivering to the Public Entity or by mailing to the Public Entity by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. However, if the Company cancels this policy because the Public Entity has failed to pay a premium when due, or has failed to reimburse the Company such amounts as the company has paid as Damages or Defense Costs within the amount of the applicable Deductible, or excess of the Limit of Liability, this policy may be canceled by the Company by mailing to the Public Entity by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice stating when, not less than ten (10) days thereafter,

the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

If this policy shall be canceled by the Public Entity, the Company shall retain the customary short rate proportion of the premium hereon. If this policy shall be canceled by the Company, the Company shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

11. REIMBURSEMENT OF THE COMPANY

If the Company has paid any Damages in excess of the Limit of Liability or Damages or Defense Costs within the applicable Deductible, the Insureds, jointly and severally, shall be liable to the Company for any and all such amounts and, upon demand, shall pay such amounts to the Company.

12. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights for the Company. The Insured shall do nothing to prejudice such rights. Any amount recovered in excess of the total payment by the Company shall be restored to the Insured, less the cost to the Company of recovery.

13. OTHER INSURANCE

Subject to Clause 6(c), such Insurance as is provided under this policy shall apply only as excess over any other valid and collectible insurance, self insurance, or indemnification or any similar agreement, whether such other insurance or agreement is stated to be primary, pro rata, contributory, excess, contingent or otherwise.

14. COOPERATION CLAUSE

The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements and in the conduct of Claims. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation or incur any expense.

15. NOTICE AND AUTHORITY

By the acceptance of this policy, the Public Entity agrees to act on behalf of all Insureds with respect to the giving of notice of Claim, the giving or receiving of notice of cancellation or non renewal, the payment of premiums, the receiving of any premiums that may become due under this policy, consenting to any settlement and exercising the right to the Discovery Period. All Insureds agree that the Public Entity shall act on their behalf.

16. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; however, subject otherwise to the terms hereof, this policy shall cover the estate, heirs, legal representatives or assigns of the Insured in the event of the death, bankruptcy or insolvency of the Insured or the Insured being adjudged incompetent.

17. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the obligation of the Insured to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any Insured or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No Insured shall have any right under this policy to join the Company as a party to any action against other Insureds or the Public Entity to determine the Insured's liability, nor shall the Company be impleaded by the Insureds or the Public Entity or their legal representatives. Bankruptcy or insolvency of the Insured or the estate of the Insured shall not relieve the Company of any obligation hereunder.

18. REPRESENTATIONS AND SEVERABILITY

In granting coverage under this policy, it is agreed that the Company has relied upon the statements and representations contained in the application for this policy (including materials submitted thereto and, if this is a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete. All such statements and representations shall be deemed to be material to the risk assumed by the Company, are the basis of this policy and are to be considered as incorporated into this policy.

With respect to such statements and representations, no knowledge or information possessed by any Insured shall be imputed to any other Insured. If any person who executed the application knew that such statement or representation was inaccurate or incomplete, such statement shall not be imputed to any Insured other than such signator and any other Insureds who knew such statement or representation was inaccurate or incomplete.

19. POLICY TERRITORY

This policy applies to Wrongful Acts committed anywhere in the world provided Claim is made in the United States of America, its territories or possessions, or Canada.

20. HEADINGS

The descriptions in the headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

ENDORSEMENT# 1

This endorsement, effective *12:01 am January 1, 2006* forms a part of
policy number *494-84-73*
issued to *VALLEY PARK, CITY OF*

by *Illinois National Insurance Company*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
<i>68929</i>	<i>10/97</i>	<i>MuniPro Admitted Co. DEC</i>
<i>81285</i>	<i>01/03</i>	<i>Tria Dec Disclosure Form</i>
<i>68928</i>	<i>10/97</i>	<i>MuniPro Admitted Co. GUTS</i>
<i>78859</i>	<i>10/01</i>	<i>FORMS INDEX ENDORSEMENT</i>
<i>89644</i>	<i>07/05</i>	<i>COVERAGE TERRITORY ENDORSEMENT (OFAC)</i>
<i>52151</i>	<i>06/91</i>	<i>MISSOURI AMENDATORY - CANCELLATION/NONRENEWAL</i>
<i>80959</i>	<i>10/02</i>	<i>FUNGUS AND MOLD EXCLUSION ENDORSEMENT</i>
<i>76409</i>	<i>07/00</i>	<i>PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY INTELLECTUAL</i>



AUTHORIZED REPRESENTATIVE

END 001

ENDORSEMENT# 2

This endorsement, effective *12:01 am January 1, 2006* forms a part of
policy number *494-84-73*
issued to *VALLEY PARK, CITY OF*

by *Illinois National Insurance Company*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY ENDORSEMENT

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



AUTHORIZED REPRESENTATIVE

END 002

ENDORSEMENT# 3

This endorsement, effective 12:01 am January 1, 2006 forms a part of
policy number 494-84-73
issued to VALLEY PARK, CITY OF

by *Illinois National Insurance Company*

**MISSOURI
AMENDATORY ENDORSEMENT**

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION/NONRENEWAL

It is hereby agreed and understood that the cancellation provision of this policy is amended to read as follows:

A. CANCELLATION

1. The First Named Insured may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.
2. The Insurer may cancel this policy for any of the following reason(s):
 - a. Nonpayment of premium;
 - b. Fraud or misrepresentation affecting the policy or in the presentation of a claim thereunder or a violation of any of the terms or conditions of a policy;
 - c. Changes in conditions after the effective date of the policy which have materially increased the hazards originally insured;
 - d. Insolvency of the Insurer; or
 - e. The Insurer involuntarily loses reinsurance for the policy.
3. The Insurer will mail or deliver to the First Named Insured, written notice of cancellation at least sixty (60) days before the effective date of cancellation. The notice will contain the reason for the cancellation.

B. NONRENEWAL

1. The Insurer will mail or deliver to the First Named Insured written notice of nonrenewal at least sixty (60) days before the effective date of the nonrenewal.
2. The notice will contain the reason for the nonrenewal.

All other terms, conditions and exclusions remain the same.



END 003

AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 4

This endorsement, effective *12:01 am January 1, 2006* forms a part of
policy number *494-84-73*
issued to *VALLEY PARK, CITY OF*

by *Illinois National Insurance Company*

FUNGUS AND MOLD EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the following amendments to the policy shall apply:

1. The Section of the policy entitled "**DEFINITIONS**" is hereby amended to add the following at the end thereof:

"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including Molds, rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and Fungi that produce Molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any Fungus(i), Mold(s), mildew, plants, organisms or microorganisms.

2. The Section of the policy entitled "**EXCLUSIONS**" is amended to add the following at the end thereof:

This policy does not apply to any Damages or Claim:

- (a) alleging, Arising Out Of, based upon, attributable to, or in any way involving, directly or indirectly:

- (1) Fungus(i), Mold(s), mildew or yeast;
- (2) Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mold(s), mildew or yeast;
- (3) substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any Fungus(i), Mold(s), mildew or yeast; or
- (4) material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any Fungus(i), Mold(s), mildew, yeast, or Spore(s) or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to such Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED



AUTHORIZED REPRESENTATIVE

END 004

ENDORSEMENT# 5

This endorsement, effective *12:01 am* *January 1, 2006* forms a part of
policy number *494-84-73*
issued to *VALLEY PARK, CITY OF*

by *Illinois National Insurance Company*

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY
INTELLECTUAL PROPERTY EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Clause
5. EXCLUSIONS is amended to include the following:

This policy does not apply to Damages or Claim:

arising out of any misappropriation of trade secret or infringement of patent,
copyright, trademark, trade dress or any other intellectual property right.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 005

Illinois National Insurance Company
CLAIM REPORTING INFORMATION SHEET

Reporting Under Policy/Bond Number: 494-84-73

Type Of Coverage: MUN1097

Insured's Name, As Given On Policy Declaration(Face Page): _____

VALLEY PARK, CITY OF

Contact Person: _____

Title: _____

Phone: (_____) _____ - _____ Ext _____

Case or Claimant Name: _____

If The Party Involved Is Different From "Insured" Name (As Given On The Policy Declaration)
State _____

Relationship: _____

Insurance Broker/Agent: CRC INSURANCE SERVICES INC.

Address: 14001 N. DALLAS PARKWAY

SUITE M100

DALLAS, TX 75240-4350

Contact: LORRAINE GAFNEA

Phone: _____

Name Of Underwriter (If Known): AIG Broker Services

Please Provide The Information Requested Above So That We Can Expedite Our Service To
You.

Send Notice Of Claims To: Attn: Segmentation
175 Water Street
9th Floor
New York, NY 10038