



# CITY OF ST. PETERS BOARD OF ALDERMEN

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TENTATIVE AGENDA FOR REGULAR MEETING  
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE, ST. PETERS, MO 63376

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September 22, 2016 - 7:00 P.M.

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
  - 1. Invocation
  - 2. Pledge of Allegiance
  - 3. Oath of Office: Police Officer Shaunta Reece
  - 4. Proclamation: Dysautonomia Awareness Month
  - 5. Proclamation: Digital Citizenship Week
  - 6. Presentation: Proposition S - Seniors Count of St. Louis, Program Manager Jamie Opsal
  - 7. Presentation: Missouri Rides, Deana Dothage
- D. Approval of Minutes: [The Board of Aldermen Work Session meeting of September 8, 2016](#); and the [Regular Board of Aldermen meeting of September 8, 2016](#).
- E. Reports of Officers, Boards and Commissions
  - 1. Mayoral Report of Appointments to Boards and Commissions
    - a. [Appointments to the Veterans Memorial Commission](#)
  - 2. City Administrator's Report:
  - 3. Report of Director, Planning, Community and Economic Development:
    - a. [Voluntary Annexation - Baty and Guerdan, 1905 Oak Tree Street](#) - Powers
  - 4. St. Peters Business Spotlight:
    - a. Big Bear Tattoo, 94 Spencer Road (Ward 1)

## F. Open Forum

1. Citizens Petitions and Comments
2. Communications from the Elected Officials
3. Announcements

## G. Public Hearings: None

## H. Unfinished Business Items:

1. [Bill No. 16-145](#): [Bill](#) amending Section 105.050 of the St. Peters City Code pertaining to City wards (continued from 9-08-16) [Sponsor: Mayor Pagano]

## I. New Business Items:

1. [Bill No. 16-171](#): [Bill](#) Annexing Certain Adjacent Territory (Baty and Guerdan, 1905 Oak Tree Street) into the City of St. Peters, Missouri
2. [Bill No. 16-172](#): [Bill](#) amending certain sections of the Corporate Limits and Zoning District Map of the City of St. Peters, Missouri, in response to a Voluntary Annexation of Property (Baty and Guerdan, 1905 Oak Tree Street)
3. [Bill No. 16-173](#): [Bill](#) approving a Record Plat within the City of St. Peters, Missouri, for the purpose of recording in St. Charles County, Missouri (Schmersahl's Partition)
4. [Bill No. 16-174](#): [Bill](#) providing for the Vacation of a portion of right-of-way for Mid Rivers Mall Drive at the southernmost entrance to Dierbergs 94 Crossing Shopping Center
5. [Bill No. 16-175](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement and a Permanent Drainage Easement with Canterbury Park. L.P., for the P-27 Calwood Channel Improvements Project
6. [Bill No. 16-176](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement for the St. Peters Memory Care Project (501 Partnership)
7. [Bill No. 16-177](#): [Bill](#) amending Schedule III and Table III-A, establishing parking restrictions on a portion of Grand Teton Drive, of Title III, Chapter 365, Section 365.030 if the Municipal Code of the City of St. Peters, Missouri
8. [Bill No. 16-178](#): [Bill](#) amending Schedule III and Table III-A, establishing parking restrictions on a portion of Timberbrook Drive, of Title III, Chapter 365, Section 365.030 if the Municipal Code of the City of St. Peters, Missouri
9. [Bill No. 16-179](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement with USR-DESCO Plaza 94, LLC for the P-25A Regency Estates Storm Water Improvement Project

10. [Bill No. 16-180](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to execute a certain intergovernmental agreement with St. Charles County, Missouri, regarding the collecting, accounting for and disbursing of revenues from annual fees charged to certain residential properties in unincorporated St. Charles County for the repair of lateral sewer service lines connected to sanitary sewers owned or served or operated by the City of St. Peters
  11. [Bill No. 16-181](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into a contract with All Purpose Erectors, Incorporated for the installation of athletic field lighting at Woodlands Sports Park Ball Diamond 25
  12. [Bill No. 16-182](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement providing for acquisition of right-of-way, along with a Permanent Drainage Easement, a Permanent Traffic Signal Easement and Temporary Construction Easements for the Mid Rivers Mall Drive – Ohmes Road Intersection Improvement Project (Mercy Health East Communities)
  13. [Bill No. 16-183](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement providing for acquisition of right-of-way, along with a Permanent Drainage Easement, a Permanent Traffic Signal Easement and a Temporary Construction Easement for the Mid Rivers Mall Drive – Ohmes Road Intersection Improvement Project (St. Charles Community College District (formerly known as St. Charles County Community College District))
  14. [Resolution](#) supporting St. Charles County Leadership in adopting a Prescription Drug Monitoring Program for St. Charles County and urging the General Assembly to adopt a Prescription Drug Monitoring Program for the State of Missouri [Sponsors: Mayor & BOA]
  15. [Resolution](#) of official intent of the City of St. Peters, Missouri, toward the issuance of Industrial Revenue Bonds to finance an Industrial Development Project and authorizing certain actions relating thereto
- J. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)
- K. Adjournment

AGENDA Posted at City Hall: September 19, 2016 at 9:00 a.m.  
By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: October 13, 2016



CITY OF ST. PETERS BOARD OF ALDERMEN  
WORK SESSION MINUTES  
September 8, 2016

## BOARD OF ALDERMEN ITEMS FOR DISCUSSION

The Work Session was called to order at approximately 5:00 p.m. on Thursday, September 8, 2016 at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. The following were present: Mayor Pagano; Alderman Aytes; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Board President Reitmeyer; Alderman Shea; Alderman Thomas; Alderman Violet; Russ Batzel, City Administrator; Special Counsel Randy Weber; Jeff Finkelstein, Chief of Police; Cathy Pratt, Staff Support Services Manager; Burt Benesek, Transportation and Development Services Manager; Bill Malach, Water Environment Services Manager; Jeff Hutsler, Parks and Golf Services Manager; Rick Oloteo, Recreation and Cultural Services Manager; Dave Kuppler, Health and Environmental Services Manager; Beth French, Director of Finance; Patty Smith, City Clerk.

## COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

## BOARD OF ALDERMEN ITEMS FOR DISCUSSION

### UNFINISHED (OLD) BUSINESS ITEMS

Alderman Hollingsworth moved and Alderman Violet seconded the motion to remove Discussion/Water Service Line Repair Program from the agenda for discussion. The motion was approved.

### DISCUSSION/WATER SERVICE LINE REPAIR PROGRAM (CONTINUED FROM AUGUST 25, 2016) – THOMAS/REITMEYER

Alderman Thomas recounted the direction by the Board of Aldermen from the August 25, 2016 Work Session that staff further research this item and he requested Bill Malach to share that information. Mr. Malach stated that staff reviewed other water service line repair programs in the area and summarized their findings in an interoffice memo which was emailed to the Mayor and Board of Aldermen prior to tonight's meeting. This memo is attached and made part of these minutes. After discussion of this item, the following recommendations were made: the City contracts with a Leak Locating Service and makes the service available to residents; this service will be reimbursable up to \$300-\$350 and will be applied towards the maximum coverage amount of \$3000 for the repair; cost control options of bidding flat unit rates for a larger quantity of repairs instead of individually bidding each repair and only using seed and straw instead of sod for site restoration; Special Counsel to review with staff the possibility of program funds running out before the end of

the year, and if someone has a leak, what can and should the City do in response to this possibility; and staff to review if a resident turns in a receipt for leak locating, whether it can be reimbursed.

After discussion among the Aldermen on the above recommendations made, Alderman Thomas moved and Alderman Hollingsworth seconded the motion to set the leak detection value amount to \$350. All in favor, the motion was approved. Alderman Hollingsworth moved to have Special Counsel and staff review the policy on what can and should the City do if the program funds run out. Alderman Thomas seconded the motion. Alderman Hollingsworth moved and Alderman Thomas seconded the motion to place this item on next month's Work Session meeting agenda for further discussion. The motion was approved.

#### NEW BUSINESS ITEMS

#### DRAFT RESOLUTION/PRESCRIPTION DRUG MONITORING PROGRAM – BOA/MAYOR

Mayor stated this is a resolution in support of both St. Charles County leadership and State of Missouri leadership in urging the Missouri General Assembly to enact legislation to adopt a prescription drug monitoring program. Alderman Violet moved and Alderman Hollingsworth seconded the motion to place this item on the September 22, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the September 22, 2016 Board of Aldermen meeting agenda for consideration.**

#### MAYOR/CITY ADMINISTRATOR ITEM

#### DISCUSSION/CHAPTER 105 ELECTIONS – MAYOR

Mayor recommended placing this item on hold until the next Work Session meeting agenda. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to place this item on the September 22, 2016 Work Session meeting agenda. The motion was approved. **This item will be placed on the September 22, 2016 Work Session meeting agenda for further discussion.**

Alderman Reitmeyer moved and Alderman Bateman seconded the motion to remove No Parking on Grand Teton Drive between Mid Rivers Mall Drive and Dubray Drive from the agenda for discussion. The motion was approved.

#### NO PARKING ON GRAND TETON DRIVE BETWEEN MID RIVERS MALL DRIVE AND DUBRAY DRIVE – BENESEK

Mr. Benesek advised staff is recommending establishing no parking on Grand Teton Drive between Mid Rivers Mall Drive and Dubray Drive. Mr. Benesek presented a slideshow and background of this concern brought forward by the Police Department and residents regarding congestion with vehicles stopped on Grand Teton near DuBray Drive and DuBray Middle School, traffic backing up to Mid Rivers Mall Drive primarily during the afternoon student pick up time. This congestion causes a safety hazard for drivers turning onto

Grand Teton from Mid Rivers Mall Drive. He advised that staff met with the school principal and discussed the situation with him. The principal advised that prohibiting parking and stopping on Grand Teton would not interfere with their school's drop off/pick up traffic plan and he is notifying parents to only park along Dubray Drive which continues on the north side of Grand Teton. There are currently interim signs in place since August 29<sup>th</sup> which seems to be working well. Questions from the Aldermen were addressed. Alderman Shea moved and Alderman Thomas seconded the motion to place this item on the September 22, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the September 22, 2016 Board of Aldermen meeting agenda for consideration.**

Alderman Reitmeyer moved and Alderman Shea seconded the motion to remove No Parking on Timberbrook Drive near Salt Lick from the agenda for discussion. The motion was approved.

#### NO PARKING ON TIMBERBROOK DRIVE NEAR SALT LICK – BENESEK

As a result of a concern received from Central County Fire and Rescue, who owns property at the northeast corner of Timberbrook and Salt Lick Road, Mr. Benesek is requesting to restrict parking along Timberbrook Drive east of the Salt Lick Road intersection to a point 275 feet east of the intersection. Mr. Benesek displayed an aerial photo on the overhead. Their concern is with vehicles parked near their entrances to the fire station, making it difficult for their large emergency vehicles to get in and out of their site. Staff inspected the area and observed some vehicles parked in that area and agreed with their concern. Currently vehicles are prohibited from parking along both sides of Timberbrook Drive to a point of approximately 100 feet east of Salt Lick and recommends extending this parking restriction along the north side of Timberbrook Drive to the east boundary line of Central County Fire and Rescue's property, which is approximately 275 feet east of Salt Lick Road. Alderman Thomas moved and Alderman Hollingsworth seconded the motion to place this item on the September 22, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the September 22, 2016 Board of Aldermen meeting agenda for consideration.**

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to remove Sewer Lateral Program Intergovernmental Agreement from the agenda for discussion. The motion was approved.

#### SEWER LATERAL PROGRAM INTERGOVERNMENTAL AGREEMENT – MALACH

Mr. Malach explained that at this past election on August 2, 2016, St. Charles voters approved a proposition to assess fees to certain residents in unincorporated St. Charles County to cover approved repairs and/or replacement of private sanitary sewer laterals. He advised that St. Charles County will collect \$28 annually, account for, and disburse funds to cover the approved repairs collected from certain unincorporated County residents that are connected to St. Peters sewers for private sewer lateral repairs that have been contracted by each service provider. He advised that the intergovernmental agreement with St. Charles County, which is in this evenings packet is needed to establish this program for approximately 2100 qualifying residential properties within the City's incorporated area. Mr.

Malach addressed the Mayor's question regarding the City's current reserved plan for maintenance. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to place this item on the September 22, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the September 22, 2016 Board of Aldermen meeting agenda for consideration.**

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to remove Bid Proposal Recommendation/Woodlands Sports Park Field Lighting from the agenda for discussion. The motion was approved.

#### BID PROPOSAL RECOMMENDATION/WOODLANDS SPORTS PARK FIELD LIGHTING – HUTSLER

Mr. Hutsler recommended approval to accept the proposal for ball field lights at Woodlands Sports Park Diamond 25 to All Purpose Erectors from Lebanon, Illinois. He stated the approval of this recommendation will authorize the award of a contract in the amount of \$199,800. The budget for the project is \$200,000. Mr. Hutsler stated that five (5) companies submitted proposals for the project and All Purpose Erectors submitted the lowest cost proposal for field lights at \$184,900 but also included in the proposal specifications a bid option for additional LED parking lot lights near Diamond 25. All Purpose Erectors cost for this option was \$14,900 bringing the total cost to \$199,800. The City has worked with this company on several athletic field lighting projects and are very pleased with their work. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to place this item on the September 22, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the September 22, 2016 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Shea seconded the motion to remove Secretary of State/Records Retention Schedule from the agenda for discussion. The motion was approved.

#### SECRETARY OF STATE/RECORDS RETENTION SCHEDULE – SMITH

City Clerk Smith stated that the Destruction of Records forms provided in this evening's meeting packet necessitate being entered and made a part of the minutes of the Board of Aldermen for September 8, 2016. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to accept the City Clerk's report regarding the Destruction of Record forms provided in the Work Session packet to be entered into the September 8, 2016 minutes of the Board of Aldermen. The motion was approved. **No further Board of Aldermen action is required on this item.**

#### MISCELLANEOUS UPDATES – BATZEL

Mr. Benesek stated as part of the FY16 Transportation Trust Fund, there is \$125,000 budgeted for Joint and Crack Sealing. This is a preventative maintenance program for our concrete and asphalt streets to seal existing expansion joints in concrete pavement as well as any cracking that may take place due to normal age. He advised they are currently out for bid for this program and due on September 13<sup>th</sup>, and requested to place a bid

recommendation on this item before the Board of Aldermen on both the Work Session and the Board of Aldermen meeting agendas for September 22, 2016. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to place these items on both the September 22, 2016 Work Session and Board of Aldermen meeting agendas. The motion was approved. **This item will be placed on the September 22, 2016 Work Session and Board of Aldermen meeting agendas for consideration.**

#### BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

None

#### EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

Alderman Barclay moved and Alderman Shea seconded the motion to enter Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6) and then adjourn the Work Session meeting from the Executive Session. With the motion approved, the Board of Aldermen entered Executive Session at approximately 5:51 p.m. Roll Call was taken as follows: President of the Board of Aldermen, Alderman Reitmeyer: yes; Alderman Hollingsworth: yes; Alderman Thomas: yes; Alderman Bateman: yes; Alderman Violet: yes; Alderman Shea: yes; Alderman Barclay: yes; Alderman Aytes: yes.

#### ADJOURNMENT OF THE EXECUTIVE SESSION AND THE WORK SESSION

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to adjourn the Executive Session and the Work Session meetings. The motion carried and the Executive Session and the Work Session was adjourned at approximately 6:47 p.m. with roll call shown as follows: President of the Board of Aldermen, Alderman Reitmeyer, yes; Alderman Bateman, yes; Alderman Hollingsworth, yes; Alderman Thomas, yes; Alderman Barclay, yes; Alderman Violet, yes; Alderman Shea, yes; Alderman Aytes, yes.

Submitted by,

Patricia E. Smith  
City Clerk



**INTEROFFICE MEMORANDUM**

**TO:** RUSS BATZEL  
**FROM:** BILL MALACH  
**SUBJECT:** WATER SERVICE LINE REPAIR PROGRAM  
**DATE:** SEPTEMBER 6, 2016  
**CC:** TIM MYERS; VANESSA PRINSTER; SUE HAYWOOD

The purpose of this memorandum is to summarize other Water Service Line Repair Programs in the area and propose modifications to keep our program solvent.

**Program Comparison**

Staff reviewed three (3) other governmental agency administered programs and two (2) programs administered by private insurance companies. A summary table is shown below.

Item	St. Peters	St. Charles	Lake St. Louis	STL County	AWR	NLC
Annual Fee	\$12	\$12	\$6	\$12	\$65.88	\$64
Deductible	\$0	\$0	\$0	\$0	\$0	\$0
Max Coverage	\$3,000	80%/\$1500 max	\$3,000	No Max	\$5,000	\$4,000
Leak Detection	No	No	Resident Responsibility but reimbursable up to \$450	No	Not Stated	Not Stated
Bid Solicitation	Provider	Owner	Owner	Provider	Provider	Provider
Restoration	Seed or Sod	Seed	Sod	Seed	Seed	Seed
Water Loss Reimbursement	If usage => 3x normal usage, Resident only responsible for 2x normal usage	No	Not Stated	Determined by Water Company	No	Not Stated

AWR = American Water Resource; NCL=National League of Cities (Both Private)

## Program Budget

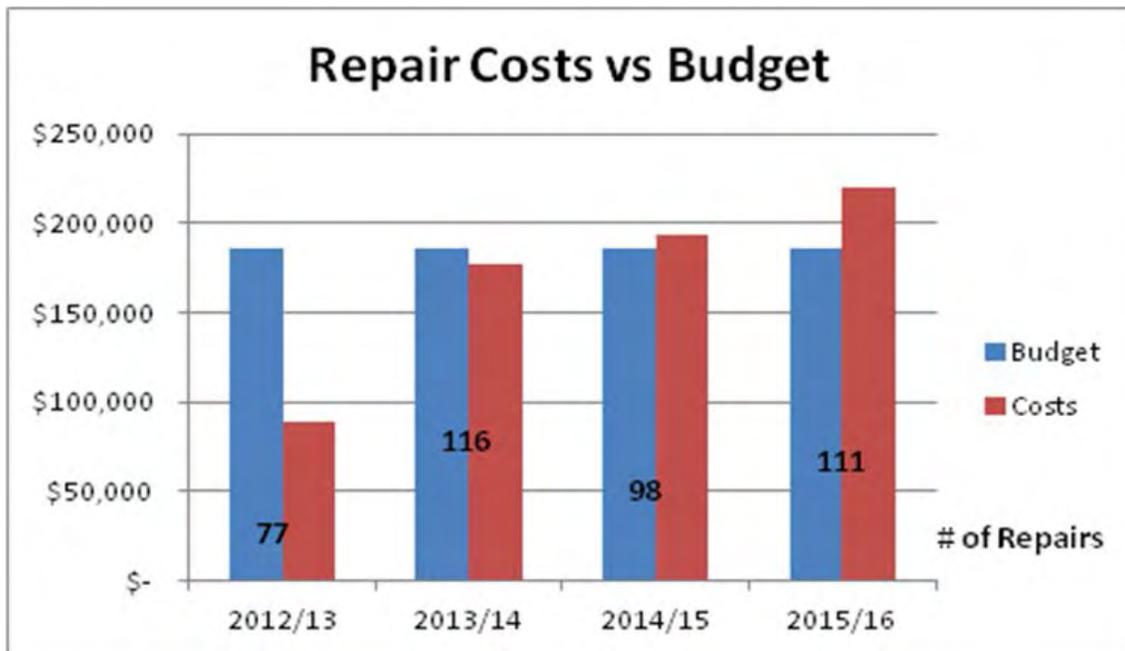
### Revenue

City collects an average of \$223,000 annually to fund the Water Service Line Repair Program. This is funded by a \$12/year assessment to qualified residential units.

### Expenses

Salary & Benefits (0.35 FTE)	\$31,500
Collection Expense and Assessment Fee:	\$5,100
Insurance	\$400
Water Service Line Repairs	\$186,000
<b>Total Expenses</b>	<b>\$223,000</b>

The following chart shows the history of service line repair costs vs. budget. As the chart indicates last fiscal year and current fiscal year costs exceed budget. This current fiscal year we transferred \$85,000 from previous years' savings to cover the overage. This lowered the fund balance reserve to \$94,032. The City has been averaging 100-repairs/FY. The average repair cost has increased from \$1,153 to \$1,981 per repair. The current fiscal year costs are estimated to finish at \$220,000, approximately \$34,000 over budget.



Note: Costs for FY2015/16 are actual costs through August 31(\$192,141) plus the average number of previous year's September repairs (14) times the current average repair cost (\$1,981).

**Options for Controlling Costs and Including Leak Detection Locating**

- 1) Bid flat unit rates for a larger quantity of repairs instead of individually bidding each repair. This should reduce repair costs and will decrease the time the resident has to wait for the repair to be completed.
- 2) Include Leak Detection Locating as part of the program but include leak detection as part of the maximum coverage costs.
- 3) Reduce the maximum coverage costs to from \$3,000/yr to \$2,500/yr.
- 4) Only provide seed and straw for site restoration and eliminate the sod option. Sod increases repair costs by approximately \$600 and is difficult to get sod throughout the entire year and sod is not always the best option for restoration.

Majority of other programs, only backfill the excavation, hump up the trench to account for trench settlement and seed and straw on top the trench. The contractor does not have to return to the site for yard work, which saves costs.



CITY OF ST. PETERS CITY HALL  
BOARD OF ALDERMEN MINUTES  
SEPTEMBER 8, 2016

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 7:05 p.m. on September 8, 2016, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. Present were: Mayor Pagano; Alderman Aytes; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Board President Reitmeyer; Alderman Shea; Alderman Thomas; Alderman Violet; Russ Batzel, City Administrator; Randy Weber, Special Counsel; Jeff Finkelstein, Chief of Police; Patty Smith, City Clerk. The Invocation was delivered by Pastor Steve Koeneman. The Pledge of Allegiance was led by Cub Scout Pack 936 with Cubmaster Susie Ochs and fellow Den Leaders of Elks Lodge #690 on St. Peters Howell Road.

PROCLAMATION: DAUGHTERS OF THE AMERICAN REVOLUTION, CONSTITUTION WEEK

Aldermen Shea read and presented the Proclamation to the Daughters of the American Revolution St. Charles Chapter; which designates September 17 – 23, 2016 as Constitution Week.

PRESENTATION: MISSOURI CITY CLERKS ASSOCIATION, CITY CLERK SMITH

Deanna Jones, City Clerk for the City of Berkley and Chairperson for the Missouri City Clerks Association, presented City Clerk Patty Smith with a Certificate of Recognition for her commitment to obtain certification as a Certified Municipal Clerk.

OATH OF OFFICE: POLICE OFFICER JOSHUA HOFFMAN

Chief Finkelstein administered the Ceremonial Oath of Office to Police Officer Joshua Hoffman. Chief Finkelstein spoke of his personal background. Officer Hoffman introduced his family.

APPROVAL OF MINUTES: WORK SESSION MEETING OF AUGUST 25, 2016 AND THE REGULAR BOARD OF ALDERMEN MEETING OF AUGUST 25, 2016

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to approve the Board of Aldermen Work Session meeting minutes of August 25, 2016, and the Regular Board of Aldermen meeting minutes of August 25, 2016. The motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS

APPOINTMENT TO SENIOR ADVISORY COMMITTEE

Alderman Shea moved and Alderman Reitmeyer seconded the motion to approve the appointment of the following individual to serve as member to the Senior Advisory Committee for the term effective immediately and expiring June 30, 2019: Patricia Fuchs, 1309 Wyndham Park Drive, St. Peters, (Ward 1). All in favor, the motion was approved.

#### RE-APPOINTMENTS TO THE PLANNING AND ZONING COMMISSION

Alderman Barclay moved and Alderman Reitmeyer seconded the motion to approve the re-appointments of the following individuals to serve as members to the Planning and Zoning Commission for the term effective October 1, 2016 and expiring September 30, 2020: Denise O'Mara, 31 Harvest Rust Court, St. Peters (Ward 4); Chris Winslow, 44 Marcus Drive, St. Peters (Ward 4); Joseph Markus (alternate member), 204 Mattina Court, St. Peters (Ward 4). All in favor, the motion was approved.

#### CITY ADMINISTRATOR'S REPORT

##### FISCAL YEAR 2016 BOND UPDATE – FRENCH

Beth French, Director of Finance, stated the report for the Fiscal Year 2016 Bond update is located in tonight's packet. Ms. French advised that the City's Bond Compliance Policy requires an annual report on matters related to outstanding bond issues. The report shows bond activity and that the city is in full compliance with all bonds. There were no questions or comments from the Board of Aldermen.

##### CELEBRATE ST. PETERS UPDATE – BEDIAN

Lisa Bedian, Director of Communications, gave an update and slideshow on Celebrate St. Peters; which is occurring on September 16<sup>th</sup> and 17<sup>th</sup>. She stated there will be food, drinks, carnival rides, games and activities for children, vendor booths, entertainment and fireworks. Tickets for unlimited ride vouchers are available until Wednesday prior to the event. There are nearly 70 vendors and have a waiting list for next year's event. Ms. Bedian advised there will be between 2,000 and 4,000 free parking, depending on weather conditions, and still have reserved parking passes available for sale until September 16<sup>th</sup>. There will also be handicapped spaces available near each shuttle stop and new Purple Heart parking spots. She stated that there will be live broadcasts with KSHE-95 on Saturday from 5-7:00 p.m. and KFAV and 100.7 on Friday from 4-7:00 p.m. and Saturday 2-5:00 p.m. Entertainment will be starting each night at 6:30 p.m. with Firefall and Orleans on the big stage on Friday night. On the Celebrate Stage starting at noon on Saturday will be Acoustik Elements and Butch Wax and the Hollywoods. Saturday evening's entertainment on the big stage includes Rogers and Nienhaus then Randy Bachman with fireworks over the lake between their shows. The full schedule of events is available on the City website and a pull out section in the September 7<sup>th</sup> Mid Rivers Newsmagazine.

#### REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

None

#### ST. PETERS BUSINESS SPOTLIGHT

#### ST. CHARLES COUNTY YMCA

Renee Tillman, Executive Director of the St. Charles County Gateway Region YMCA, spoke about why the “Y” is such an important part of the community. Ms. Tillman showed a video presentation of the mission of the YMCA and spoke of programs offered for youth development at local sites and within the school districts.

#### STUDY METRIX RESEARCH

Tim Smith, President and CEO of Study Metrix Research, spoke about his new business at 3862 Mexico Road in St. Peters. He advised they are a clinical trial center which contracts with companies world-wide to conduct trials for new investigational medications, medical devices, or research projects. Mr. Smith advised they are currently looking for volunteers to participate in three migraine studies and stated further information is available on their website at studymetrix.com.

#### OPEN FORUM

#### CITIZENS PETITIONS AND COMMENTS

None

#### COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

Alderman Bateman stepped out of meeting in progress at 7:59 p.m. and returned at 8:03 p.m.

#### ANNOUNCEMENTS

#### PUBLIC HEARINGS

#### PUBLIC HEARING FOR THE PROPOSED TAX RATES FOR CALENDAR YEAR 2016

Mayor Pagano opened the Public Hearing at 8:14 p.m. and Director of Finance Beth French advised this is related to the Ad Valorem tax rate for the calendar year 2016, which generates the revenues for the fiscal year 2017 budget. The estimated proposed tax rate for this calendar year will be \$.77 per \$100 of assessed valuation, based on preliminary assessed valuations, which is the same as the same tax rate that has been in place for the past ten years. Noting that even during the times when property had declined, the board held firm to retain the same tax rate. The current assessed value for the property within the City has gone up to 1.1 billion dollars, which shows the economy continue to strengthen. The bill establishing the ad valorem taxes for all real and tangible personal property is item I-01 on tonight agenda for approval. This will be the last step to work the budget that was adopted at the last meeting. This tax will generate \$8,620,600 for both the general and debt service funds. Mayor Pagano inquired if there were any comments or concerns from the audience. Being no comments from the audience, Mayor Pagano closed the Public Hearing at 8:17 p.m.

#### UNFINISHED (OLD) BUSINESS ITEMS:

None

NEW BUSINESS ITEMS:

MOTION/APPROVED: BILL NO. 16-144: ORDINANCE NO. 6609: AN ORDINANCE ESTABLISHING THE AD VALOREM TAXES FOR ALL REAL AND TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF ST. PETERS, FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-144 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Shea moved and Alderman Violet seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Bateman moved and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-144 was passed becoming Ordinance No. 6609.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/TABLED: BILL NO. 16-145: AN ORDINANCE AMENDING SECTION 105.050 OF THE ST. PETERS CITY CODE PERTAINING TO CITY WARDS

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to table business item I-2, Bill 16-145, to the September 22, 2016 Regular Board of Aldermen meeting. The motion was approved with a roll call vote as follows:

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-146: ORDINANCE NO. 6610: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH MARK J. CARLSON FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Barclay moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Shea seconded the motion to read Bill No. 16-146 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Violet moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Hollingsworth moved and Alderman Barclay seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-146 was passed becoming Ordinance No. 6610.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-147: ORDINANCE NO. 6611: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH BERNARD J. DUBRAY AND JOANN DUBRAY FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Hollingsworth moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read Bill No. 16-147 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Shea moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Hollingsworth moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-147 was passed becoming Ordinance No. 6611.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-148: ORDINANCE NO. 6612: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH CARLETON FANCHER AND AIMEE FANCHER FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Aytes moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Aytes moved and Alderman Barclay seconded the motion to read Bill No. 16-148 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Hollingsworth moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Aytes moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-148 was passed becoming Ordinance No. 6612.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-149: ORDINANCE NO. 6613: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH HENRY JR. FOSTER AND MARILYN J. FOSTER FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Reitmeyer moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Violet seconded the motion to read Bill No. 16-149 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Violet moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-149 was passed becoming Ordinance No. 6613.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-150: ORDINANCE NO. 6614: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH ANTHONY M. GAREY AND MARY GAIL GAREY FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Shea moved and Alderman Aytes seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Aytes seconded the motion to read Bill No. 16-150 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-150 was passed becoming Ordinance No. 6614.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-151: ORDINANCE NO. 6615: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH ROGER D. GREENE AND SHIRLEY A. GREENE FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Barclay moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-151 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Reitmeyer moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Hollingsworth moved and Alderman Barclay seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-151 was passed becoming Ordinance No. 6615.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-152: ORDINANCE NO. 6616: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH STEVEN C. GROTH AND AMY L. GROTH FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Hollingsworth moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Violet seconded the motion to

read Bill No. 16-152 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Aytes moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-152 was passed becoming Ordinance No. 6616.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-153: ORDINANCE NO. 6617: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH ROBERT F. MAHN AND SHU-LIH WU FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Barclay moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Shea seconded the motion to read Bill No. 16-153 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-153 was passed becoming Ordinance No. 6617.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-154: ORDINANCE NO. 6618: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH JOHN W. PEISKER, III FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Shea moved and Alderman Aytes seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Aytes seconded the motion to read Bill No. 16-154 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Barclay moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-154 was passed becoming Ordinance No. 6618.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-155: ORDINANCE NO. 6619: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR FOR TWO (2) PERMANENT DRAINAGE EASEMENTS

WITH ROY H. SCHOENHOLTZ AND CAROLE A. SCHOENHOLTZ, TRUSTEES OF THE SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Barclay moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-155 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Bateman moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Hollingsworth moved and Alderman Bateman seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-155 was passed becoming Ordinance No. 6619.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-156: ORDINANCE NO. 6620: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH BRYAN H. SMITH AND TIFFANY M. SMITH (FORMERLY BOUCHARD) FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Bateman moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Barclay seconded the motion to read Bill No. 16-156 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Aytes moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Shea moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-156 was passed becoming Ordinance No. 6620.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-157: ORDINANCE NO. 6621: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH JAMES CONNELLY AND LORI CONNELLY FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Reitmeyer moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Barclay seconded the motion to read Bill No. 16-157 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-157 was passed becoming Ordinance No. 6621.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes

Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-158: ORDINANCE NO. 6622: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH LEO L. KALIPS, III AND SANDRA L. KALIPS FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Shea moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-158 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Barclay moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-158 was passed becoming Ordinance No. 6622.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-159: ORDINANCE NO. 6623: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH MICHAEL W. KOESTER AND ANNA T. KOESTER FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Hollingsworth moved and Alderman Bateman seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Bateman seconded the motion to read Bill No. 16-159 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Shea moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-159 was passed becoming Ordinance No. 6623.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-160: ORDINANCE NO. 6624: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH HEATH W. MCCANN AND JESSICA L. MCCANN FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-160 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Aytes moved and Alderman Barclay seconded the motion to read the Bill for the

second time. The motion carried and Alderman Aytes read the Bill. Alderman Aytes moved and Alderman Bateman seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-160 was passed becoming Ordinance No. 6624.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-161: ORDINANCE NO. 6625: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH NARCISSA YVETTE OJEDA FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-161 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-161 was passed becoming Ordinance No. 6625.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-162: ORDINANCE NO. 6626: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH JOSEPH P. SCHULTE FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Shea moved and Alderman Bateman seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Bateman seconded the motion to read Bill No. 16-162 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-162 was passed becoming Ordinance No. 6626.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-163: ORDINANCE NO. 6627: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH LEE J. WAGNER AND JOAN L. WAGNER FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

Alderman Barclay moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-163 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Shea moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-163 was passed becoming Ordinance No. 6627.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-164: ORDINANCE NO. 6628: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT CHANGE ORDER WITH M & H CONCRETE CONTRACTORS, INCORPORATED FOR THE 2016 CONCRETE SLAB REPLACEMENT PROGRAM

Alderman Barclay moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Shea seconded the motion to read Bill No. 16-164 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-164 was passed becoming Ordinance No. 6628.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-165: ORDINANCE NO. 6629: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AGREEMENTS FOR PERMANENT DRAINAGE EASEMENTS FOR THE ST PETERS MEMORY CARE PROJECT (KLONDIKE PARTNERS, L.P.)

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-165 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Bateman moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-165 was passed becoming Ordinance No. 6629.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-166: ORDINANCE NO. 6630: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO

ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT AND A PERMANENT WATER LINE EASEMENT FOR THE ST PETERS MEMORY CARE PROJECT (ST. PETERS MEMORY CARE REALTY, LLC)

Alderman Hollingsworth moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read Bill No. 16-166 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Shea moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-166 was passed becoming Ordinance No. 6630.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-167: ORDINANCE NO. 6631: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT WATER LINE EASEMENT FOR THE ST PETERS MEMORY CARE PROJECT (ST. PETER'S SENIOR CARE, LLC)

Alderman Hollingsworth moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read Bill No. 16-167 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Bateman moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Reitmeyer moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-167 was passed becoming Ordinance No. 6631.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-168: ORDINANCE NO. 6632: AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF A CERTAIN TRAFFIC SIGNAL AND APPURTENANCES, PAVEMENT WIDENING ON MID RIVERS MALL DRIVE AND SIDEWALK, CERTAIN WATER DISTRIBUTION LINES, SANITARY SEWER LINES AND STORM SEWER LINES IN AND CONNECTED WITH THE MCKELVEY MARKETPLACE PLAT (CROSS4 MO-2, LLC)

Alderman Reitmeyer moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Violet seconded the motion to read Bill No. 16-168 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Hollingsworth moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-168 was passed becoming Ordinance No. 6632.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes

Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-169: ORDINANCE NO. 6633: AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF A CERTAIN TRAFFIC SIGNAL AND APPURTENANCES, PAVEMENT WIDENING AND SIDEWALKS IN AND CONNECTED WITH THE SPENCER CREEK SHOPPING CENTER PLAT (CROSS4 MO-1, LLC)

Alderman Violet moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Shea seconded the motion to read Bill No. 16-169 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-169 was passed becoming Ordinance No. 6633.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-170: ORDINANCE NO. 6634: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT AGREEMENT WITH KCI CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE STORM WATER PUMP STATION NO. 3 REPLACEMENT PROJECT

Alderman Violet moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-170 for the first time. The motion carried and Alderman Thomas read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-170 was passed becoming Ordinance No. 6634.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes  
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session was called at this time.

#### ADJOURNMENT

Alderman Thomas moved and Alderman Reitmeyer seconded the motion to adjourn the Regular Board of Aldermen meeting. The motion was approved and the Regular Board of Aldermen meeting was adjourned at approximately 8:53 p.m.

Respectfully submitted,

Patricia E. Smith  
City Clerk

DRAFT



CITY OF ST. PETERS, MO

---

**INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF ALDERMEN *Jim Pagano*

**FROM:** MAYOR PAGANO

**SUBJECT:** APPOINTMENTS TO THE VETERANS MEMORIAL COMMISSION

**DATE:** SEPTEMBER 15, 2016

---

I am nominating the following individual for appointment from an alternate member to a member of the Veterans Memorial Commission as follows:

Donald Philips, 6 Country Hill Road, St. Peters, MO 63376 (Ward 1) for the term effective immediately and expiring December 31, 2018. Mr. Philips will be filling the vacancy of Laura Roodhouse, who resigned.

I am nominating the following individual for appointment as an alternate member to the Veterans Memorial Commission as follows:

Brittany Smith, 24 Appletree Drive, St. Peters, MO 63376 (Ward 1), for the term effective immediately and expiring December 31, 2019. Ms. Smith will be filling the vacancy of Donald Philips.

If you have any questions or comments regarding these appointments, please contact me.

## APPLICATIONS

(Applications on file with the City Clerk's Office)

**NOTICE OF INTENT TO ESTABLISH ZONING  
CLASSIFICATION OF NEWLY ANNEXED PROPERTY**

The Planning and Zoning Commission of the City of St. Peters will hold a public hearing at 6:30 p.m. on Wednesday September 7, 2016 at the St. Peters Justice Center. The Justice Center is located at the intersection of Suemandy Drive and Grand Teton Drive. The Planning and Zoning Commission may recommend and the Board of Aldermen may enact by ordinance the zoning classification for the newly annexed property briefly described below. A complete legal description of the property is available for review at City Hall.

All interested citizens will have an opportunity to give written and oral comment. Senior citizens are encouraged to attend and comment. Persons with disabilities needing assistance should contact the government before the meeting by calling or writing to the City Administrator P.O. Box 9, St. Peters Missouri, 63376, Ph: 477-6600 or 278-2244 extension 1670.

Owner	Description	Approximate Acreage	Recommended Zoning
Baty/Guerdan	1905 Oak Tree Steet (Hi Point Acres Lot N of Lot 1)	0.37	R-1 Single-Family Residential

A detailed legal description of this property is available at St. Peters City Hall, One St. Peters Centre Boulevard.

Done by order of the Board of Aldermen.

Patricia Smith

Patricia Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 105.050 OF THE ST. PETERS  
CITY CODE PERTAINING TO CITY WARDS

WHEREAS, the City of St. Peters is divided into four (4) wards; and

WHEREAS, the 2010 Decennial Census Data provides accurate information concerning the City's population as of the date the census is performed; and

WHEREAS, the 2010 Decennial Census Data shows the City's population, as distributed amongst its wards, changed only slightly from the 2000 Decennial Census Data and only in certain areas of the City; and

WHEREAS, the Board of Aldermen nonetheless deems it appropriate to change certain boundaries of the existing wards in the City in order to reflect the 2010 Decennial Census Data.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION NO. 1: Section 105.050 of the St. Peters City Code is hereby amended by deleting the same in its entirety, and substituting in lieu thereof the following:

SECTION 105.050. CITY WARDS.

A. From and after the first day of October 1, 2016, the City of St. Peters, Missouri shall be divided into four (4) separate and distinct political wards, with two (2) aldermen for each ward, and the boundaries of those wards are hereby established as follows:

1. Ward I. All of the following nine (9) parcels of land lying within the corporate limits of the City of St. Peters, Missouri, and more particularly described as follows:
  - a. Parcel 1: All the land north of the Norfolk & Southern Railroad and west of Spencer Creek
  - b. Parcel 2: All the land north of Mexico Road, south of the Norfolk & Southern Railroad, and west of Spencer Road. With the exception of parcels with the following County Account Numbers (400140A001, 387810A000, 387840A000, 387930A000, 387960A000).
  - c. Parcel 3: All the land north of I-70, east of Spencer Creek, south of the Norfolk & Southern Railroad, and west of Executive Centre Parkway.
  - d. Parcel 4: All the land south of I-70, north of Mexico Road, west of Jungermann Road, and east of Spencer Road.

- e. Parcel 5: All the land west of Jungermann Road, east of Spencer Road, that is south of Mexico Road and north of the northern boundary lines for Orchard Hills and Spencer Creek North subdivisions to a intersection at Gold Run Drive thence north along Gold Run Drive to the intersection of Boone Hills Drive thence west along Boone Hills Drive to Spencer Road.
  - f. Parcel 6: All the land south of Mexico Road and north of the northern property line of the former Marian Dallavelle property and north of the northern boundary line for the Carrington Place and Brookmount Estates subdivisions, west of Spencer Road, and east of the western boundary line of the Ville Du Pre subdivision.
  - g. Parcel 7: All the land south of Mexico Road and north of the southern boundary of the parcels plated as Crystal Lake Estates subdivision, west of South Church Street to the eastern border of Crystal Lake Estates subdivision thence south to the eastern border of parcels plated as Crystal Lakes Estates subdivision, and east of the western borders of Crystal Lakes Estates, Church Street Village, and the parcel with County Account Number of T152900015.
  - h. Parcel 8: All the land west of West Sunny Hill Blvd, east of the western border of Green Forest Estates subdivision, south of Mexico Road, and north of the southern border of the Green Forest Estates subdivision.
  - i. Parcel 9: All the land west of the Green Forest subdivision, south of Mexico Road, and north of latitude 38 Degrees 46 Minutes 56 Seconds
2. Ward II. All of the following four (4) parcels of land lying within the corporate limits of the City of St. Peters, Missouri, and more particularly described as follows:
    - a. Parcel 1: All the land south of Mexico Road, north of Willott Road, west of western boundaries of the Ville Du Pre and Carrington Place subdivisions, and east of Mid Rivers Mall Drive.
    - b. Parcel 2: All the land south of Mexico Road, west of Mid Rivers Mall Drive, and north of 38 Degrees 45 Minutes 49 Seconds north, except those parcels previously described as being in Ward I.
    - c. Parcel 3: All the land south of Willott Road, east of Mid Rivers Mall Drive, west of the eastern boundary of Hickory Ridge subdivision, and north of 38 Degrees 45 Minutes 49 Seconds north.
    - d. Parcel 4: All the land contained in the parcels with the following County Account numbers (400140A001, 387810A000, 387840A000, 387930A000, 387960A000).
3. Ward III. All of the following seven (7) parcels of land lying within the corporate limits of the City of St. Peters, Missouri, and more particularly described as follows:
    - a. Parcel 1: All the land north of the Norfolk & Southern Railroad and east of Spencer Creek.

No.

- b. Parcel 2: All the land south of the Norfolk & Southern Railroad, east of Executive Centre Parkway, and north of I-70
  - c. Parcel 3: All the land south of I-70, east of Jungermann Road to a point intersecting with the northern property line of Tanglewood subdivision thence down the western border of Tanglewood subdivision, north of the southern border of (Tanglewood subdivision and Laurel Park to its eastern border), thence north to the southern border of Huntleigh Estates, thence east following the western and southern border of Hermitage subdivision to Hackman Road.
  - d. Parcel 4: All the land South of Willott Road, west of Jungermann Road, north of the northern boundary of Country Creek subdivision and east of the eastern boundary of Crescent Hills subdivision.
  - e. Parcel 5: All the land West Jungermann Road, north of Willott Road, east of Spencer Road, and south of the southern boundary line described for Parcel 5 of Ward I.
  - f. Parcel 6: All the land east of the western border of Carrington Place subdivision, south of the southern borders of Drovers Crossing and Shadow Creek subdivisions adjacent to Carrington Place subdivision and the parcel with County Account Number of 406290A000, west of Spencer Road, and north of Willott Road.
  - g. Parcel 7: All the land contained within the boundaries of Enwood, Springwood, and Hanover Crossing subdivisions
4. Ward IV. All of the following three (3) parcels of land lying within the corporate limits of the City of St. Peters, Missouri, and more particularly described as follows:
- a. Parcel 1: All the land contained within the boundaries of Crescent Hills, Country Creek, Mills Farm Estates, and Briarwick subdivisions.
  - b. Parcel 2: All the land south of Briarwick subdivision and south of the southern boundary of Parcel 3 of Ward III, and north of State Route 364, with northern limit of 38 Degrees 45 Minutes 49 Seconds north where there are no adjacent parcels.
  - c. Parcel 3: All the land south of State Route 364.

B. The map designated as the “City of St. Peters Aldermanic Ward Map, 2016”, being on file in the office of the City Clerk, and as more particularly described in Section A above, is hereby adopted and approved and made a part of this ordinance by reference.

C. Wherever a ward dividing line is shown as a street, the dividing line shall be the center of such street.

D. Future annexations to the City shall be incorporated into the ward which is contiguous to the property being annexed.

No.

SECTION NO. 2: The City Clerk is hereby instructed to forward to the County Recorder of Deeds a certified copy of this ordinance.

SECTION NO. 3. Effective Date. Upon its final passage and approval, this Ordinance shall be in full force and take effect on October 1, 2016.

SECTION NO. 4. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

SECTION NO. 5. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

No.

BILL NO. 16-171

I-01

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY (BATY AND GUERDAN, 1905 OAK TREE STREET) INTO THE CITY OF ST. PETERS, MISSOURI

WHEREAS, on July 28, 2016, a verified petition signed by all of the owners of the real estate hereinafter described requesting annexation of said territories into the City of St. Peters, Missouri, were filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of St. Peters, Missouri; and

WHEREAS, a Public Hearing concerning said matter was held at the City Hall in St. Peters, Missouri, at the hour of 7:00 p.m. on August 25, 2016; and

WHEREAS, notice of said Public Hearing was given by publication of notice at least seven (7) days prior to the hearing in the St. Charles Post, a newspaper of general circulation in the County of St. Charles, State of Missouri; and

WHEREAS, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexations; and

WHEREAS, no written objection to the proposed annexations were filed with the Board of Aldermen of the City of St. Peters, Missouri within fourteen (14) days after the public hearing; and

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, does find and determine that said annexations are reasonable and necessary to the proper development of the City; and

WHEREAS, the City of St. Peters, Missouri, is able to furnish normal municipal services to said areas within a reasonable time after annexation;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Section 71.012 RSMo 2000, the following described real estate is hereby annexed into the City of St. Peters, Missouri, to wit:

Legal Description

Hi Point Acres Lot N of Lot 1

Together with the street and road rights-of-way abutting said property.

More commonly known as 1905 Oak Tree Street, St. Peters, Missouri 63376

SECTION 2. The boundaries of the City of St. Peters, Missouri are hereby altered so as to encompass the above described tracts of and lying adjacent and contiguous to the present corporate limits.

SECTION 3. That the land described as the Baty and Guerdan Property, in Section 1 of this Ordinance shall be part of Ward 3 of the City of St. Peters.

SECTION 4. The City Clerk of the City of St. Peters is hereby ordered to cause three certified copies of this Ordinance to be filed with the St. Charles County Registrar.

SECTION 5. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 6. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced

to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 7. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CORPORATE LIMITS AND ZONING DISTRICT MAP OF THE CITY OF ST. PETERS, MISSOURI, IN RESPONSE TO A VOLUNTARY ANNEXATION OF PROPERTY (BATY AND GUERDAN, 1905 OAK TREE STREET)

WHEREAS, the Planning and Zoning Commission of the City, Missouri, has recommended approval to the Board of Aldermen of this rezoning for newly annexed property.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, AS FOLLOWS:

SECTION 1. That an amended zoning map of the City of St. Peters shall and hereby is adopted as a part of this Ordinance which zoning map has been amended to include the newly annexed territories brought within the corporate limits by Ordinance Number \_\_\_\_\_ which was passed and approved on September 22, 2016.

The zoning districts of the newly annexed territories within the corporate limits are bounded and defined as shown on a map entitled "Zoning District Map for the City of St. Peters, Missouri", adopted by the Board of Aldermen and certified by the City Clerk, which accompanies and which, with all explanatory matter thereon, is hereby made a part of this Ordinance, which Ordinance establishes the zoning classification for the newly annexed territories.

SECTION 2. The newly annexed tract, which is hereby established as R-1 Single Family Residential District is described as follows:

Legal Description

Hi Point Acres Lot N of Lot 1

Together with the street and road rights-of-way abutting said property.

More commonly known as 1905 Oak Tree Street, St. Peters, Missouri 63376

SECTION 3: The Zoning District Map shall be kept and maintained by the City Clerk and shall be available for inspection and examination by members of the public at all reasonable times as any other public record.

SECTION 4. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Len Pagano, Mayor of St Peters

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF ST. PETERS, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (SCHMERSAHL'S PARTITION)

WHEREAS, the property owner has submitted to the City for review and approval the following record plat:

Schmersahl's Partition

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The record plat, Schmersahl's Partition, is hereby approved.

SECTION 2. The City Clerk will maintain a copy of said Record Plat on file with City Records.

SECTION 3. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF RIGHT-OF-WAY FOR MID RIVERS MALL DRIVE AT THE SOUTHERNMOST ENTRANCE TO DIERBERGS 94 CROSSING SHOPPING CENTER

WHEREAS, this portion of Mid Rivers Mall Drive is no longer needed for right-of-way nor functions as part of the adjacent public roadway; and

WHEREAS, the Planning and Zoning Commission for the City of St. Peters has recommended that a portion of Mid Rivers Mall Drive right-of-way, as traveled, be vacated.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That areas described as follows contained within Mid Rivers Mall Drive right-of-way shall be and are hereby vacated:

A tract of land in part of U.S. Surveys 58 and 1785, Township 46 North, Range 3 East, in St. Charles County, Missouri, and described as follows:

Commencing at the southeast corner of Outlot "P" of Dierberg Plaza 94, a subdivision according to the plat thereof recorded in Book 33, Page 171 of the St. Charles County Records; thence along the eastern property line of said outlot "P" North 03 degrees 00 minutes 51 seconds west 221.95 feet to the point of beginning; thence continuing along the eastern property lines of said outlot "P", lot D, and outlot "O" of Dierberg 94 Plaza north 03 degrees, 00 minutes, 51

seconds west 343.38 feet to a point of curvature; thence along a curve to the left having a radius of 2323.46 feet and an arc distance of 90.96 feet; thence leaving said eastern line of outlot "O" along a line 55 feet west of and parallel to the centerline of Mid Rivers Mall Drive (variable width), south 12 degrees 03 minutes 34 seconds east 419.18 feet; thence leaving said parallel line south 69 degrees 23 minutes 03 seconds west 67.27 feet back to the point of beginning, containing 0.312 acres, more or less.

SECTION 2. The City Clerk is hereby directed to cause this ordinance to be recorded in the office of the St. Charles County Records.

SECTION 3. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall be in force and take effect from and after its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

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As Mayor and as Presiding Officer

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Draft

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT DRAINAGE EASEMENT WITH CANTERBURY PARK. L.P., FOR THE P-27 CALWOOD CHANNEL IMPROVEMENTS PROJECT

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Calwood stream channel; and

WHEREAS, the improvements to said watershed necessitates obtaining a Temporary Construction Easement and a Permanent Drainage Easement from Canterbury Park, L.P.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The City does hereby accept and agrees to said Temporary Construction Easement and Permanent Drainage Easement, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Temporary Construction Easement Agreement and a Permanent Drainage Easement Agreement in substantially the forms attached hereto and made a part hereof, with Canterbury Park, L.P. for the P-27 Calwood Channel Improvements Project.

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

No.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

---

Len Pagano, Mayor of St Peters

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

No.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Len Pagano, Mayor of St Peters

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Draft

No.

## Permanent Drainage Easement Agreement

*This Agreement*, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Canterbury Park, L.P., a Missouri Limited Partnership, whose mailing address is 206 Peach Way, P.O. Box 7688, Columbia, Missouri 65205, (hereinafter referred to as “GRANTOR”), and the City of St. Peters, Missouri, a fourth class city and a political subdivision of the State of Missouri, whose mailing address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376 (hereinafter “GRANTEE”).

*Witnesseth*, that the GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Perpetual Right and Easement*, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits “A” and “B”, attached hereto and incorporated by reference herein (the “Easement Area”). The GRANTEE shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof GRANTEE covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the GRANTOR outside of the Easement Area to substantially its prior condition, to the extent practicable.

**GRANTOR** covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object, including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

**GRANTEE**, at its sole cost and expense, shall maintain and repair the Easement Area except to the extent repairs are required due to the negligence or willful misconduct of **GRANTOR**. Such maintenance and repair work shall be completed in a good and workmanlike manor in accordance with the St. Peters City Code.

Each party to this Agreement will indemnify, defend, and hold harmless the other, to the extent permitted by law, from and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of the use or enjoyment of the Easement Areas and caused by such party's own negligence.

**GRANTOR**, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

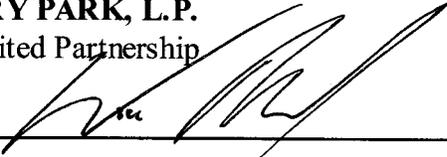
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

*To Have and to Hold* the said *Easement*, together with all rights and appurtenances to the same belonging unto the said **GRANTEE**, and to its successors and assigns forever.

*In Witness Whereof*, the said GRANTOR and GRANTEE have executed these presents as of the day and year first above written.

**GRANTOR:**

**CANTERBURY PARK, L.P.**  
a Missouri Limited Partnership

By: 

Name: Will Markel

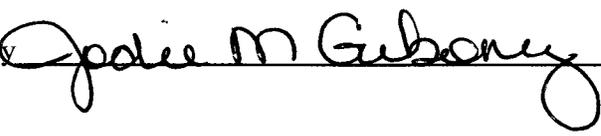
Title: Executive VP

STATE OF MISSOURI                    }  
  }SS.  
COUNTY OF ST. CHARLES         }

On this 29 day of August, 2016, before me personally appeared Will Markel, of Canterbury Park, L.P., known to me to be the person who executed the within Permanent Drainage Easement Agreement on behalf of said partnership and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Notary 

My Commission Expires: 7/12/20

**JODIE M GIBONEY**  
Notary Public - Notary Seal  
State of Missouri, Boone County  
Commission # 16801929  
My Commission Expires July 12, 2020

**GRANTEE:**

**CITY OF ST. PETERS MISSOURI**

a Missouri municipal corporation

By: \_\_\_\_\_  
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI            }  
  }SS.  
COUNTY OF ST, CHARLES    }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

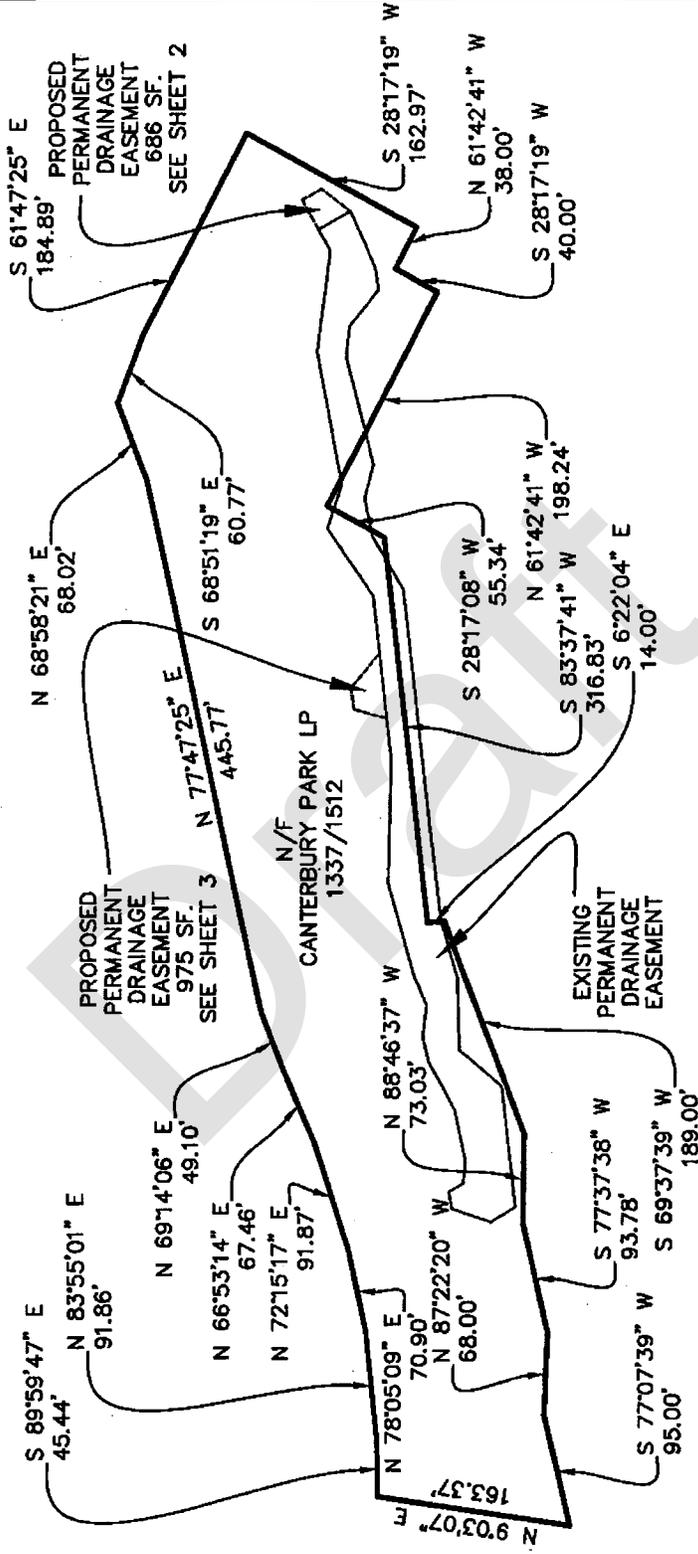
\_\_\_\_\_  
Notary Public

My Commission Expires:

# EASEMENT EXHIBIT

## A TRACT OF LAND BEING PART OF SECT. 35 TOWNSHIP 47 NORTH, RANGE 3 EAST 1337/1512

### ST CHARLES COUNTY, MISSOURI



**EXHIBIT 'A'**

**INITIALS:**

**SCALE:**  
1"=150'

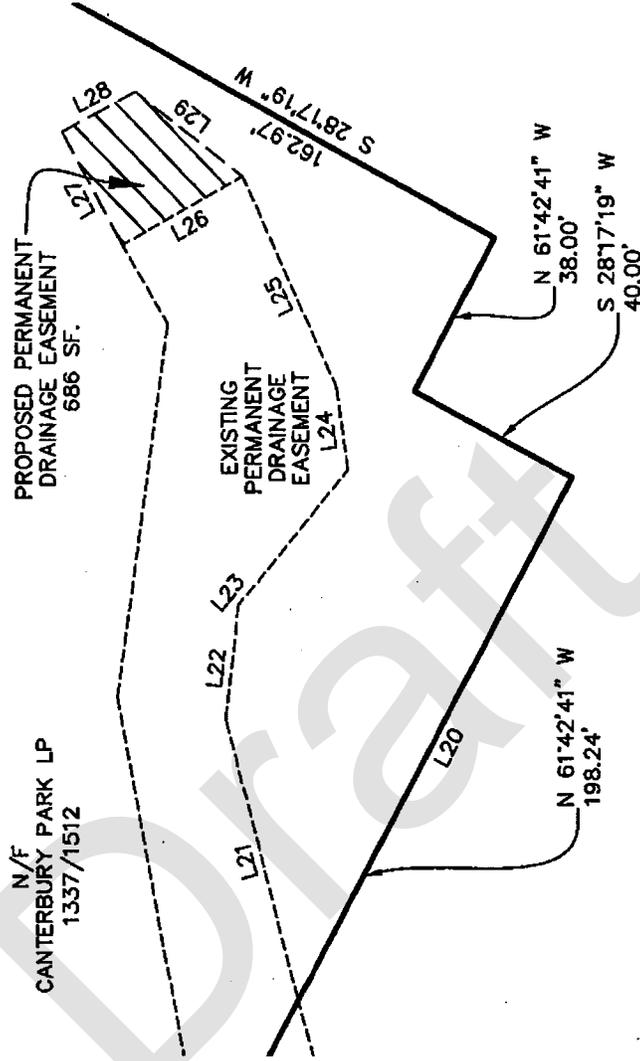
REVISED: -

SHEET 1 OF 3

	<b>ST. CHARLES ENGINEERING &amp; SURV., INC.</b> 801 S. FIFTH STREET, SUITE 202 ST. CHARLES, MO 63301 TEL: (636) 947-0607 FAX: (636) 947-2448	
	<b>ORDER NO.</b> 160806	<b>DATE</b> 04/08/16

**EASEMENT EXHIBIT**  
**A TRACT OF LAND BEING PART OF SECT. 35**  
**TOWNSHIP 47 NORTH, RANGE 3 EAST**  
**1337/1512**

**ST CHARLES COUNTY, MISSOURI**



Line Table		
Line #	Direction	Length
L20	N61° 42' 41"W	129.58'
L21	N75° 17' 08"E	63.59'
L22	S83° 28' 48"E	25.26'
L23	S49° 47' 55"E	38.25'
L24	N82° 08' 12"E	18.35'
L25	N65° 09' 09"E	50.57'
L26	N28° 45' 24"W	31.02'
L27	N61° 08' 20"E	27.92'
L28	S27° 51' 45"E	18.49'
L29	S36° 45' 15"W	30.36'

**EXHIBIT 'A'**



**SCALE:**  
1"=40'



REVISED: -

SHEET 2 OF 8

**S|C** ST. CHARLES ENGINEERING & SURV., INC.  
 801 S. FIFTH STREET, SUITE 202  
 ST. CHARLES, MO 63801  
**E|S**

ORDER NO. 160806

DATE 04/06/16

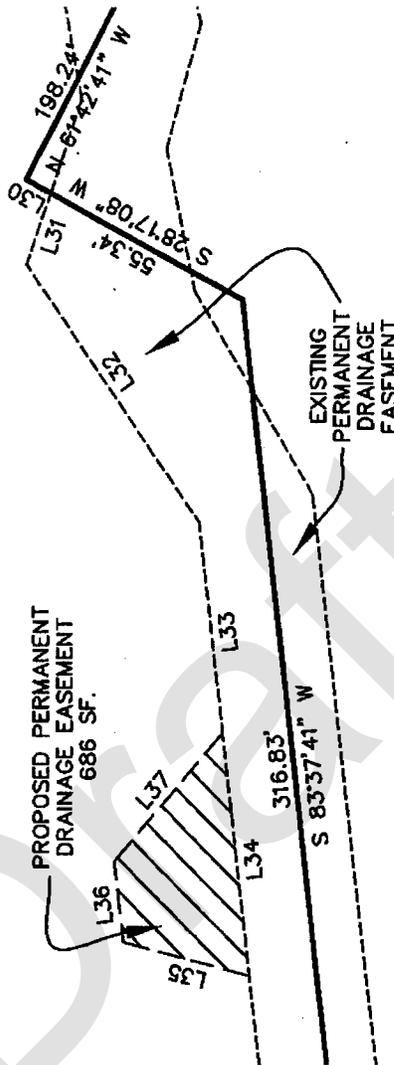
1503050EED PLOT.DWG

**INITIALS:**

**EASEMENT EXHIBIT**  
**A TRACT OF LAND BEING PART OF SECT. 35**  
**TOWNSHIP 47 NORTH, RANGE 3 EAST**  
**1337/1512**  
**ST CHARLES COUNTY, MISSOURI**

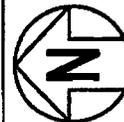
N/F  
 CANTERBURY PARK LP  
 1337/1512

Line Table		
Line #	Direction	Length
L30	S28° 17' 08" W	6.22'
L31	N70° 47' 14" W	16.60'
L32	S55° 08' 51" W	68.24'
L33	S83° 41' 12" W	46.32'
L34	S83° 41' 12" W	53.28'
L35	N14° 53' 34" E	29.29'
L36	N83° 18' 24" E	17.85'
L37	S48° 29' 24" E	37.00'



**EXHIBIT 'A'**

**SCALE:**  
 T=40'



REVISED: -



**ST. CHARLES ENGINEERING & SURV., INC.**  
 801 S. FIFTH STREET, SUITE 202  
 ST. CHARLES, MO 68801  
 TEL: (636) 947-0607 FAX: (636) 947-2448

**INITIALS:**

SHEET 2 OF 8

ORDER NO.  
 150806

DATE  
 04/06/16

EXHIBIT B (PAGE 1 OF 2)

PERMANENT DRAINAGE EASEMENT #1

A TRACT OF LAND BEING PART OF SECTION 35, TOWNSHIP 47 NORTH, RANGE 3 EAST, ST. CHARLES COUNTY, MISSOURI, AND BEING PART OF THE PROPERTY CONVEYED TO CANTEBURY PARK, LP. BY THE INSTRUMENT RECORDED IN BOOK 1337, PAGE 1512 OF THE ST. CHARLES COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERN LINE OF SAID CANTEBURY PARK LP PROPERTY AND THE WESTERN RIGHT OF WAY LINE OF SALT LICK ROAD; THENCE ALONG AFORESAID SOUTHERN LINE, NORTH 61 DEGREES 42 MINUTES 41 SECONDS WEST, 38.00 FEET; THENCE SOUTH 28 DEGREES 17 MINUTES 19 SECONDS WEST, 40.00 FEET; THENCE NORTH 61 DEGREES 42 MINUTES 41 SECONDS WEST, 129.58 FEET; THENCE LEAVING SAID SOUTHERN LINE, NORTH 75 DEGREES 17 MINUTES 06 SECONDS EAST, 63.59 FEET; THENCE SOUTH 83 DEGREES 28 MINUTES 48 SECONDS EAST, 25.26 FEET; THENCE SOUTH 49 DEGREES 47 MINUTES 55 SECONDS EAST, 38.25 FEET; THENCE NORTH 82 DEGREES 08 MINUTES 12 SECONDS EAST, 18.35 FEET; THENCE NORTH 65 DEGREES 09 MINUTES 09 SECONDS EAST, 50.57 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 28 DEGREES 45 MINUTES 24 SECONDS WEST, 31.02 FEET; THENCE NORTH 61 FEET 08 MINUTES 20 SECONDS EAST, 27.92 FEET; THENCE SOUTH 27 DEGREES 51 MINUTES 45 SECONDS EAST, 18.49 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 15 SECONDS WEST, 30.36 FEET TO THE POINT OF BEGINNING, CONTAINING 686 SQUARE FEET, MORE OR LESS.

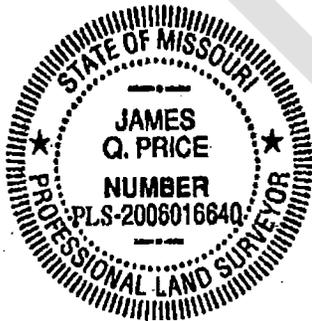


EXHIBIT B (PAGE 2 OF 2)  
PERMANENT DRAINAGE EASEMENT #2

A TRACT OF LAND BEING PART OF SECTION 35, TOWNSHIP 47 NORTH, RANGE 3 EAST, ST. CHARLES COUNTY, MISSOURI, AND BEING PART OF THE PROPERTY CONVEYED TO CANTEBURY PARK, LP. BY THE INSTRUMENT RECORDED IN BOOK 1337, PAGE 1512 OF THE ST. CHARLES COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERN LINE OF SAID CANTEBURY PARK LP PROPERTY AND THE WESTERN RIGHT OF WAY LINE OF SALT LICK ROAD; THENCE ALONG AFORESAID SOUTHERN LINE, NORTH 61 DEGREES 42 MINUTES 41 SECONDS WEST, 38.00 FEET; THENCE SOUTH 28 DEGREES 17 MINUTES 19 SECONDS WEST, 40.00 FEET; THENCE NORTH 61 DEGREES 42 MINUTES 41 SECONDS WEST, 198.24 FEET; THENCE SOUTH 28 DEGREES 22 MINUTES 24 SECONDS WEST, 6.22 FEET, THENCE LEAVING SAID SOUTHERN LINE, NORTH 70 DEGREES 48 MINUTES 57 SECONDS WEST, 16.59 FEET; THENCE SOUTH 55 DEGREES 08 MINUTES 51 SECONDS WEST, 68.24 FEET; THENCE SOUTH 83 DEGREES 41 MINUTES 12 SECONDS WEST, 46.32 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 83 DEGREES 41 MINUTES 12 SECONDS WEST, 53.43 FEET; THENCE NORTH 15 DEGREES 09 MINUTES 04 SECONDS EAST, 29.34 FEET; THENCE NORTH 83 DEGREES 18 MINUTES 24 SECONDS EAST, 17.85 FEET; THENCE SOUTH 48 DEGREES 29 MINUTES 24 SECONDS EAST, 37.00 FEET TO THE POINT OF BEGINNING CONTAINING 975 SQUARE FEET, MORE OR LESS.



## Temporary Construction Easement Agreement

*This Instrument*, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Canterbury Park, L.P., a Missouri Limited Partnership, whose mailing address is 206 Peach Way, P.O. Box 7688, Columbia, Missouri 65205, hereinafter “GRANTOR,” and the CITY OF ST. PETERS, MISSOURI, a fourth class city of the State of Missouri, whose mailing address is P.O. Box 9, St. Peters, Missouri 63376-0090, hereinafter “GRANTEE.”

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Temporary Construction Easement*, as more particularly described on Exhibits “A-1” & “A-2” and “B-1” & “B-2”, attached hereto and incorporated by reference herein (the “Easement Areas”, for the purpose of surveying, staking, cutting, filling, sloping embankments, altering the existing grade of, reshaping and otherwise using the easement in order to construct **P-27 Calwood Channel Improvements Project** adjacent thereto and all other necessary improvements in connection therewith. GRANTEE covenants and agrees that after any such work done on and to the temporary construction easement herein granted, that it will restore the surface of the easement as nearly as practicable to its prior condition. This Temporary Construction Easement shall cease and terminate upon the completion of construction of the **P-27 Calwood Channel Improvements Project** and all other improvements to be installed in connection therewith.

Each party to this Instrument will indemnify, defend, and hold harmless the other, to the extent permitted by law, from and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of the use or enjoyment of the Easement Areas and caused by such party’s own negligence.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

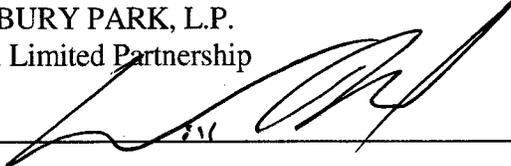
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

**To Have and to Hold** the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns.

**In Witness Whereof**, the said GRANTOR and GRANTEE have executed these presents the day and year first above written.

**GRANTOR:**

CANTERBURY PARK, L.P.  
a Missouri Limited Partnership

By: 

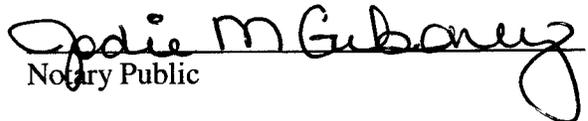
Name: Will Markel

Title: Executive VP

STATE OF MISSOURI )  
 )SS.  
COUNTY OF ST. CHARLES )

On this 29 day of August, 2016, before me, personally appeared Will Markel of Canterbury Park, L.P., known to me to be the person who executed the within Temporary Construction Easement Agreement on behalf of said partnership and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public

My Commission Expires: 7/12/20

**JODIE M GIBONEY**  
Notary Public - Notary Seal  
State of Missouri, Boone County  
Commission # 19901929  
My Commission Expires July 12, 2020

**GRANTEE:**

**CITY OF ST. PETERS, MISSOURI**

By: \_\_\_\_\_  
Russell W. Batzel, City Administrator

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF ST. CHARLES    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

EXHIBIT "A-1"

LEGAL DESCRIPTION  
P-27 CALWOOD CHANNEL IMPROVEMENTS PROJECT  
CANTURBURY PARK COMMON GROUND  
TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING PART OF CANTERBURY PARK, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI ACCORDING TO THE PLAT RECORDED IN ST. CHARLES COUNTY, MISSOURI RECORDS AS CONVEYED TO CANTERBURY PARK, L.P., BY INSTRUMENT RECORDED IN DEED BOOK 2520 PAGE 1 OF THE ST. CHARLES COUNTY , MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

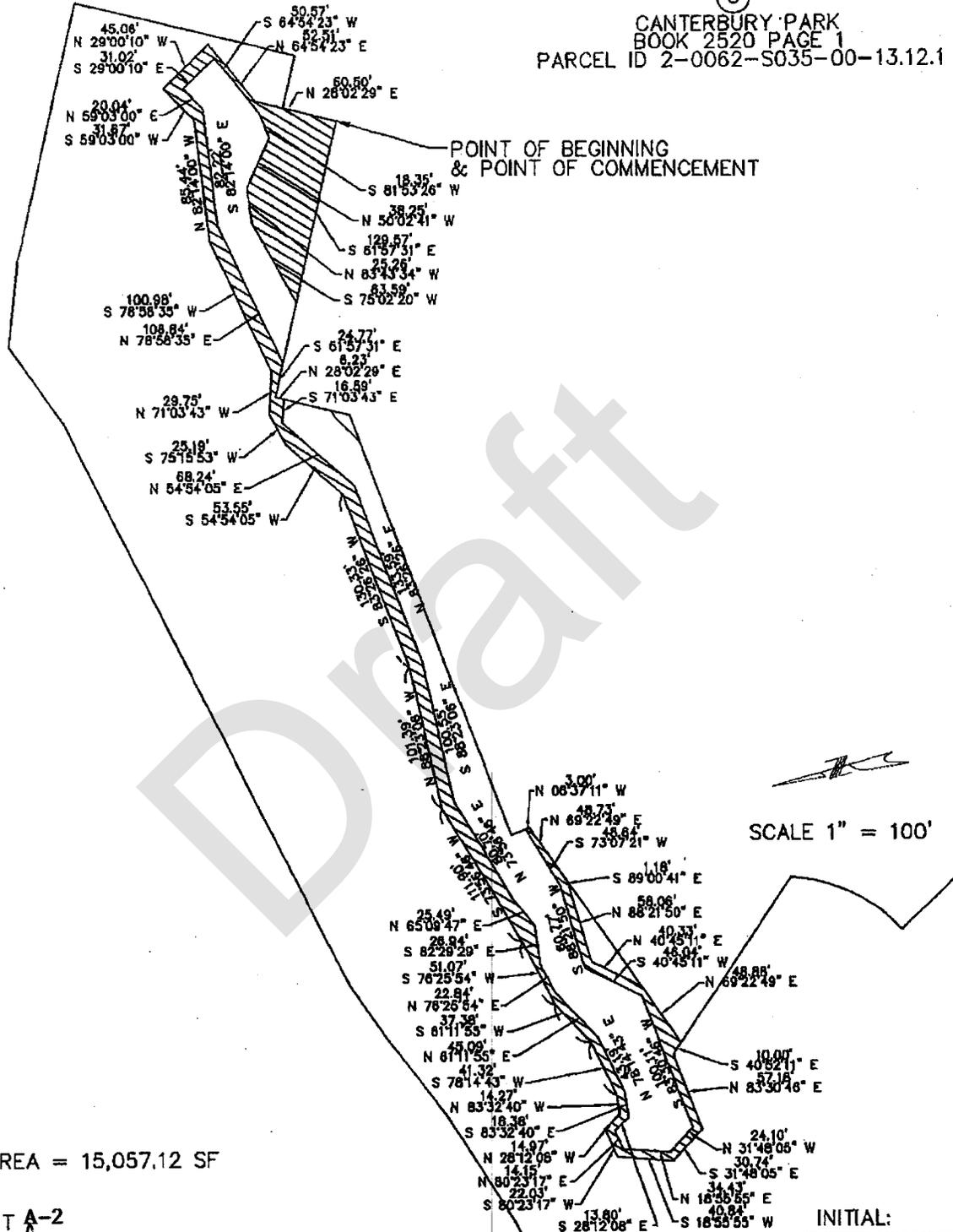
COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, ALSO KNOWN AS THE POINT OF BEGINNING; THENCE NORTH 28 DEGREES 02 MINUTES 29 SECONDS EAST, 60.50 FEET; THENCE NORTH 64 DEGREES 54 MINUTES 23 SECONDS EAST, 52.51 FEET; THENCE NORTH 29 DEGREES 00 MINUTES 10 SECONDS WEST, 45.06 FEET; THENCE SOUTH 59 DEGREES 03 MINUTES 00 SECONDS WEST, 31.67 FEET; THENCE NORTH 82 DEGREES 14 MINUTES 00 SECONDS WEST, 85.44 FEET; THENCE SOUTH 78 DEGREES 58 MINUTES 35 SECONDS WEST, 100.98 FEET; THENCE NORTH 71 DEGREES 03 MINUTES 43 SECONDS WEST, 29.75 FEET; THENCE SOUTH 75 DEGREES 15 MINUTES 53 SECONDS WEST, 25.19 FEET; THENCE SOUTH 54 DEGREES 54 MINUTES 05 SECONDS WEST, 53.55 FEET; THENCE SOUTH 83 DEGREES 26 MINUTES 26 SECONDS WEST, 130.33 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 06 SECONDS WEST, 101.39 FEET; THENCE SOUTH 73 DEGREES 56 MINUTES 46 SECONDS WEST, 111.90 FEET; THENCE SOUTH 76 DEGREES 25 MINUTES 54 SECONDS WEST, 51.07 FEET; THENCE SOUTH 61 DEGREES 11 MINUTES 55 SECONDS WEST, 37.38 FEET; THENCE SOUTH 78 DEGREES 14 MINUTES 43 SECONDS WEST, 41.32 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 40 SECONDS WEST, 14.27 FEET; THENCE NORTH 28 DEGREES 12 MINUTES 08 SECONDS WEST, 14.97 FEET; THENCE SOUTH 80 DEGREES 23 MINUTES 17 SECONDS WEST, 22.03 FEET; THENCE SOUTH 18 DEGREES 55 MINUTES 55 SECONDS WEST, 40.84 FEET; THENCE SOUTH 31 DEGREES 48 MINUTES 05 SECONDS EAST, 30.74 FEET; THENCE NORTH 83 DEGREES 30 MINUTES 46 SECONDS EAST, 57.18 FEET; THENCE SOUTH 40 DEGREES 52 MINUTES 11 SECONDS EAST, 10.00 FEET; THENCE NORTH 69 DEGREES 22 MINUTES 49 SECONDS EAST, 48.88 FEET; THENCE NORTH 40 DEGREES 45 MINUTES 11 SECONDS EAST, 40.33 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 50 SECONDS EAST, 58.06 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 41 SECONDS EAST, 1.18 FEET; THENCE NORTH 69 DEGREES 22 MINUTES 49 SECONDS EAST, 48.73 FEET; THENCE NORTH 06 DEGREES 37 MINUTES 11 SECONDS WEST, 3.00 FEET; THENCE SOUTH 73 DEGREES 07 MINUTES 21 SECONDS WEST, 48.64 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 50 SECONDS WEST, 60.77 FEET; THENCE SOUTH 40 DEGREES 45 MINUTES 11 SECONDS WEST, 46.04 FEET; THENCE SOUTH 83 DEGREES 30 MINUTES 46 SECONDS WEST, 100.11 FEET; THENCE NORTH 31 DEGREES 48 MINUTES 05 SECONDS WEST, 24.10 FEET; THENCE NORTH 18 DEGREES 55 MINUTES 55 SECONDS EAST, 34.43 FEET; THENCE NORTH 80 DEGREES 23 MINUTES 17 SECONDS EAST, 14.15 FEET; THENCE SOUTH 28 DEGREES 12 MINUTES 08 SECONDS EAST, 13.80 FEET; THENCE SOUTH 83 DEGREES 32 MINUTES 40 SECONDS EAST, 18.38 FEET; THENCE NORTH 78 DEGREES 14 MINUTES 43 SECONDS EAST, 43.19 FEET; THENCE NORTH 61 DEGREES 11 MINUTES 55 SECONDS EAST, 45.09 FEET; THENCE NORTH 76 DEGREES 25 MINUTES 54 SECONDS EAST, 22.84 FEET; THENCE SOUTH 82 DEGREES 29 MINUTES 29 SECONDS EAST, 26.94 FEET; THENCE NORTH 65 DEGREES 09 MINUTES 47 SECONDS EAST, 25.49 FEET; THENCE NORTH 73 DEGREES 56 MINUTES 46 SECONDS EAST, 80.70 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 06 SECONDS EAST,

100.55 FEET; THENCE NORTH 83 DEGREES 26 MINUTES 26 SECONDS EAST, 133.59 FEET; THENCE NORTH 54 DEGREES 54 MINUTES 05 SECONDS EAST, 68.24 FEET; THENCE SOUTH 71 DEGREES 03 MINUTES 43 SECONDS EAST, 16.59 FEET; THENCE NORTH 28 DEGREES 02 MINUTES 29 SECONDS EAST, 6.23 FEET; THENCE SOUTH 61 DEGREES 57 MINUTES 31 SECONDS EAST, 24.77 FEET; THENCE NORTH 78 DEGREES 58 MINUTES 35 SECONDS EAST, 106.84 FEET; THENCE SOUTH 82 DEGREES 14 MINUTES 00 SECONDS EAST, 82.22 FEET; THENCE NORTH 59 DEGREES 03 MINUTES 00 SECONDS EAST, 20.04 FEET; THENCE SOUTH 29 DEGREES 00 MINUTES 10 SECONDS EAST, 31.02 FEET; THENCE SOUTH 64 DEGREES 54 MINUTES 23 SECONDS WEST, 50.57 FEET; THENCE SOUTH 81 DEGREES 53 MINUTES 26 SECONDS WEST, 18.35 FEET; THENCE NORTH 50 DEGREES 02 MINUTES 41 SECONDS WEST, 38.25 FEET; THENCE NORTH 83 DEGREES 43 MINUTES 34 SECONDS WEST, 25.26 FEET; THENCE SOUTH 75 DEGREES 02 MINUTES 20 SECONDS WEST, 63.59 FEET; THENCE SOUTH 61 DEGREES 57 MINUTES 31 SECONDS EAST, 129.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.057.12 SQUARE FEET OR 0.346 TOTAL ACRES IN EASEMENTS, MORE OR LESS

Draft

5

CANTERBURY PARK  
BOOK 2520 PAGE 1  
PARCEL ID 2-0062-S035-00-13.12.1



TCE AREA = 15,057.12 SF

EXHIBIT A-2

TEMPORARY CONSTRUCTION EASEMENT PLAT  
CANTERBURY PARK  
BOOK 2520 PAGE 1  
ST. PETERS, ST. CHARLES COUNTY, MISSOURI

EXHIBIT "B-1"

LEGAL DESCRIPTION  
P-27 CALWOOD CHANNEL IMPROVEMENTS PROJECT  
CANTERBURY PARK COMMON GROUND  
TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING PART OF CANTERBURY PARK, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI ACCORDING TO THE PLAT RECORDED IN ST. CHARLES COUNTY, MISSOURI RECORDS AS CONVEYED TO CANTERBURY PARK, L.P., BY INSTRUMENT RECORDED IN DEED BOOK 2520 PAGE 1 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT #1 DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, ALSO KNOWN AS THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 34 MINUTES 20 SECONDS EAST, 31.45 FEET; THENCE SOUTH 80 DEGREES 37 MINUTES 11 SECONDS EAST, 78.31 FEET; THENCE NORTH 32 DEGREES 20 MINUTES 08 SECONDS EAST, 50.56 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 49 SECONDS EAST, 79.04 FEET; THENCE NORTH 51 DEGREES 06 MINUTES 21 SECONDS EAST, 53.37 FEET; THENCE SOUTH 57 DEGREES 15 MINUTES 18 SECONDS EAST, 75.83 FEET; THENCE SOUTH 75 DEGREES 32 MINUTES 15 SECONDS EAST, 24.01 FEET; THENCE NORTH 60 DEGREES 25 MINUTES 00 SECONDS EAST, 27.34 FEET; THENCE NORTH 09 DEGREES 35 MINUTES 50 SECONDS EAST, 32.69 FEET; THENCE NORTH 17 DEGREES 49 MINUTES 30 SECONDS WEST, 24.80 FEET; THENCE NORTH 77 DEGREES 33 MINUTES 27 SECONDS WEST, 6.95 FEET; THENCE SOUTH 17 DEGREES 49 MINUTES 30 SECONDS EAST, 33.35 FEET; THENCE SOUTH 09 DEGREES 35 MINUTES 50 SECONDS WEST, 20.15 FEET; THENCE SOUTH 60 DEGREES 25 MINUTES 00 SECONDS WEST, 20.18 FEET; THENCE NORTH 75 DEGREES 32 MINUTES 15 SECONDS WEST, 24.10 FEET; THENCE NORTH 57 DEGREES 15 MINUTES 18 SECONDS WEST, 81.44 FEET; THENCE SOUTH 51 DEGREES 06 MINUTES 21 SECONDS WEST, 39.24 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 49 SECONDS WEST, 92.35 FEET; THENCE SOUTH 25 DEGREES 40 MINUTES 18 SECONDS WEST, 9.65 FEET; THENCE SOUTH 32 DEGREES 20 MINUTES 08 SECONDS WEST, 45.95 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 28 SECONDS WEST, 17.36 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 05 SECONDS WEST, 21.80 FEET; THENCE NORTH 65 DEGREES 34 MINUTES 05 SECONDS WEST, 30.28 FEET; THENCE SOUTH 50 DEGREES 52 MINUTES 22 SECONDS WEST, 38.27 FEET; THENCE SOUTH 80 DEGREES 57 MINUTES 08 SECONDS WEST, 29.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,881.45 SQUARE FEET OR 0.135 TOTAL ACRES IN EASEMENT #1, MORE OR LESS.

TCE EASEMENT #2 DESCRIPTION SCRIPT

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 10 DEGREES 09 MINUTES 27 SECONDS WEST, 277.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 09 MINUTES 27 SECONDS WEST, 12.11 FEET; THENCE NORTH 65 DEGREES 50 MINUTES 00 SECONDS EAST, 38.16 FEET; THENCE SOUTH 80 DEGREES 09 MINUTES 28 SECONDS EAST, 35.12 FEET; THENCE NORTH 81 DEGREES 05 MINUTES 20 SECONDS EAST, 18.39 FEET; THENCE NORTH 39 DEGREES 06 MINUTES 56 SECONDS EAST, 41.71 FEET; THENCE NORTH 71 DEGREES 26 MINUTES 57 SECONDS EAST, 19.52 FEET; THENCE NORTH 78 DEGREES 28 MINUTES 17 SECONDS WEST, 17.12 FEET; THENCE SOUTH 45 DEGREES 35 MINUTES 34 SECONDS WEST, 46.74 FEET; THENCE SOUTH 81 DEGREES 05

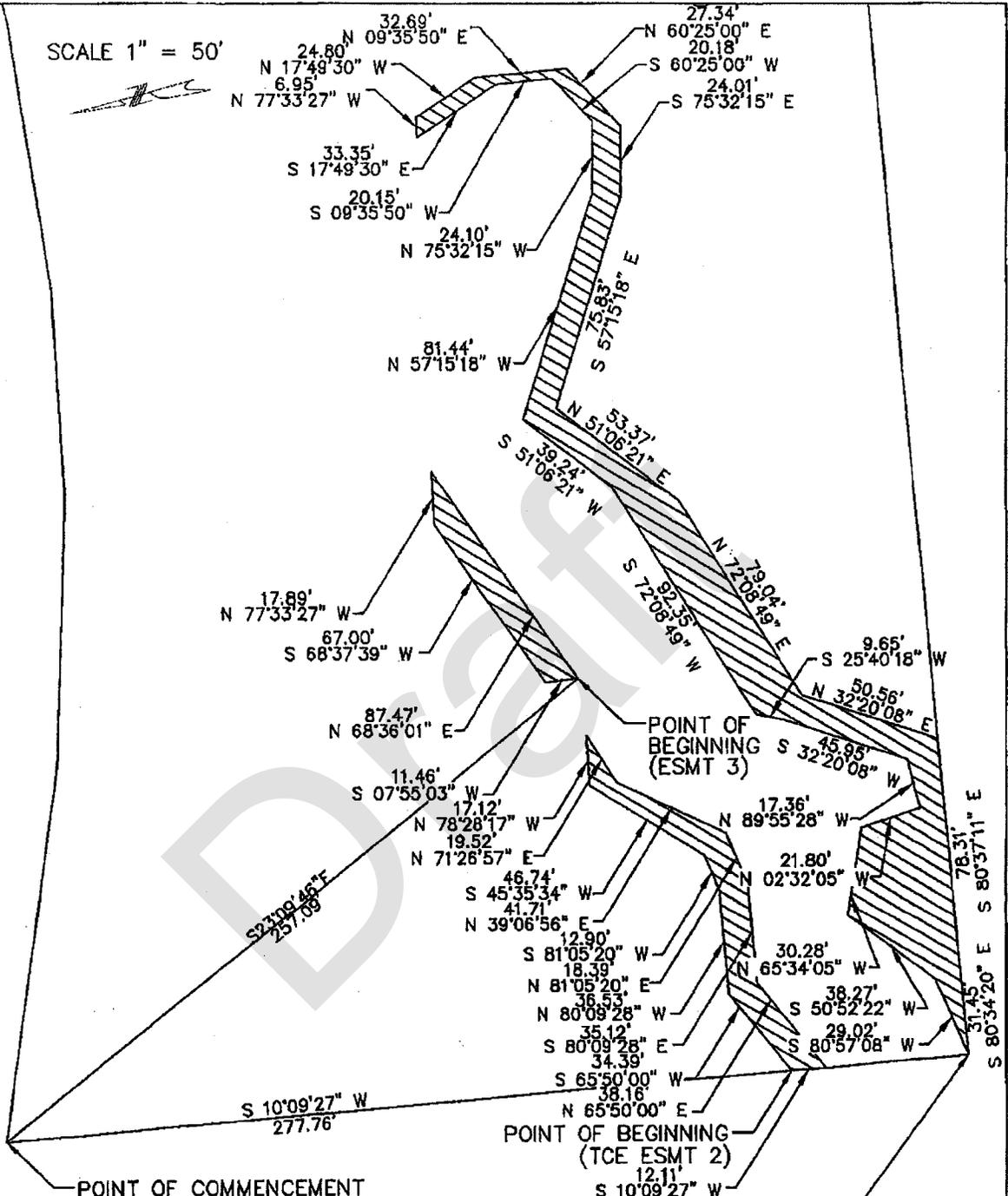
MINUTES 20 SECONDS WEST, 12.90 FEET; THENCE NORTH 80 DEGREES 09 MINUTES 28 SECONDS WEST, 36.53 FEET; THENCE SOUTH 65 DEGREES 50 MINUTES 00 SECONDS WEST, 34.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,302.11 SQUARE FEET OR 0.030 TOTAL ACRES IN EASEMENT #2, MORE OR LESS.

TCE EASEMENT #3 DESCRIPTION SCRIPT

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 23 DEGREES 09 MINUTES 46 SECONDS EAST, 257.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES 36 MINUTES 01 SECONDS EAST, 87.47 FEET; THENCE NORTH 77 DEGREES 33 MINUTES 27 SECONDS WEST, 17.89 FEET; THENCE SOUTH 68 DEGREES 37 MINUTES 39 SECONDS WEST, 67.00 FEET; THENCE SOUTH 07 DEGREES 55 MINUTES 03 SECONDS WEST, 11.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 770.66 SQUARE FEET OR 0.018 TOTAL ACRES IN EASEMENT #3, MORE OR LESS.

Draft

SCALE 1" = 50'



POINT OF COMMENCEMENT (TCE ESMT 2 & 3)

TCE AREA = 7,954.22 SF

POINT OF BEGINNING (ESMT 3)

POINT OF BEGINNING (TCE ESMT 2)

POINT OF BEGINNING & POINT OF COMMENCEMENT (TCE ESMT 1)

5

CANTERBURY PARK BOOK 2520 PAGE 1

PARCEL ID 2-0062-S035-00-13.12.1

EXHIBIT B-2

INITIAL:

TEMPORARY CONSTRUCTION EASEMENT PLAT  
 CANTERBURY PARK  
 BOOK 2520 PAGE 1  
 ST. PETERS, ST. CHARLES COUNTY, MISSOURI

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT FOR THE ST PETERS MEMORY CARE PROJECT (501 PARTNERSHIP)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that easements be acquired for improvements to and maintenance of the City's water line system and storm sewer system; and

WHEREAS, the improvements to said watershed necessitates obtaining a Permanent Drainage Easement from 501 Partnership.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The City does hereby accept and agrees to said Permanent Drainage Easement, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Permanent Drainage Easement, in substantially the form attached hereto and made a part hereof, with 501 Partnership, for the St. Peters Memory Care Project.

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement to be recorded in the office of the St. Charles County, Missouri Recorder of Deeds Office.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would

have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of St. Peters, Missouri.

Read two times, passed, and approved this 22<sup>nd</sup> day of day of September, 2016.

\_\_\_\_\_  
Len Pagano, Mayor of St Peters

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Len Pagano, Mayor of St Peters

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

No.

## Permanent Drainage Easement Agreement

*This Agreement*, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between 501 Partnership, a Missouri general partnership, whose mailing address is 501 First Capital Drive, St. Charles, Missouri 63301, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

*A Perpetual Right and Easement*, for the purpose of constructing, re-constructing, using, operating, maintaining, adding to the number of, and patrolling storm sewers, including, but not limited to, other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said storm sewer system, or other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

**GRANTOR**, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

**To Have and to Hold** the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

**In Witness Whereof**, the said GRANTOR and GRANTEE have executed these presents as of the day and year first above written

**GRANTOR:**

**501 PARTNERSHIP**  
a Missouri general partnership

By: *Doyle W. Shockley*  
Doyle W. Shockley, Partner

STATE OF MISSOURI *Maine*,  
*Lincoln* ) SS  
COUNTY OF ST. CHARLES )

On this 6<sup>th</sup> day of Sept, 2016, before me personally appeared DOYLE W. SHOCKLEY, Partner of 501 Partnership, known to me to be the person who executed the within Permanent Drainage Easement Agreement in behalf of said partnership and acknowledged said instrument to be the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Christina Stevens*  
Notary *Christina Stevens*

My Commission Expires:  
*4/11/2022*

**GRANTOR:**

**501 PARTNERSHIP**

a Missouri general partnership

By: *D. Scott Shockley*  
D. Scott Shockley, Partner

STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF ST. CHARLES         )

On this 7<sup>th</sup> day of September, 2016, before me personally appeared D. SCOTT SHOCKLEY, Partner of 501 Partnership, known to me to be the person who executed the within Permanent Drainage Easement Agreement in behalf of said partnership and acknowledged said instrument to be the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Monique C. Stock*  
Notary

My

Commission

Expires:



**GRANTEE:**

**CITY OF ST. PETERS MISSOURI**

a Missouri municipal corporation

By: \_\_\_\_\_  
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI                    }  
  }SS.  
COUNTY OF ST, CHARLES            }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

"BDY. ADJ. LOT  
1A-1 AND LOT 1B"

PLAT BOOK 46, PAGE 345

N/F  
501 Partnership,  
a Mo. Gen. Partnership  
Bk. 5784, Pg. 1322

Adjusted LOT 1A-1

"BDY. ADJ. LOT  
1A-2 AND LOT 1B"

PLAT BOOK 47, PAGE 15

N/F  
Norden, et al  
Bk. 1676, Pg. 1771

Adjusted LOT 1A-2

10'W. Esmt. per P.B. 45, Pg. 314  
10'W. Esmt. per P.B. 45, Pg. 314

Q Prop.  
10'W. Esmt.

N.32°49'01"W.  
15.46'

319.93' 10'W. Esmt. per

265.60' P.B. 45, Pg. 314

N.89°11'19"E.

7.15'



"MEMORY CARE  
PLAT BOOK

LOT 1

"ST. PETERS"  
47, PAGE 296

LOT 2

SCALE: 1" = 50  
0 25 50

**EXHIBIT "A"**

INITIAL:

PERMANENT DRAINAGE EASEMENT  
PART OF ADJUSTED LOT 1A-1 OF BDY. ADJUST. OF  
"ST. PETERS CORPORATE CENTRE 3", PB. 46, PG. 345  
PT. OF FRAC. SEC. 29, T.47N., R.4E.  
ST. CHARLES COUNTY, MISSOURI

**"EXHIBIT B"**

**LAND DESCRIPTION**

Permanent Drainage Easement  
10 feet wide  
Part of Adjusted Lot 1A-1 of  
"Boundary Adjustment Plat of  
Lot 1B and Lot 1A-1 of  
St. Peters Corporate Centre 3"  
Plat Book 46, Page 345  
City of St. Peters, Mo.

155 sq. ft.

August 08, 2016

A tract of land for purposes of easement delineation being part of Adjusted Lot 1A-1 of "Boundary Adjustment Plat of Lot 1B and Lot 1A-1 of St. Peters Corporate Centre 3", as recorded in Plat Book 46, Page 345 of the St. Charles County Office of Recorder of Deeds and being more particularly described as follows:

Commencing at a point being the point of intersection of the common line of said Adjusted Lot 1A-1 of the Boundary Adjustment Plat of Lot 1B and Lot 1A-1 of St. Peters Corporate Centre 3 and Adjusted Lot 1A-2 of the Boundary Adjustment Plat of Lot 1A-2 of St. Peters Corporate Centre 3 and Lot 1B of the Re-subdivision of Lot 1 of I-70 Executive Centre, as recorded in Plat Book 47, Page 15, with the South line of said Adjusted Lot 1A-1, as is depicted on said Plat Book 46, Page 345; thence along said South line, South 89 degrees 11 minutes 19 seconds West, a distance of 7.15 feet to a point, said point being on the centerline of the 10 feet wide permanent easement herein described, said point being also the TRUE POINT OF BEGINNING of the tract of land herein described:

Thence leaving said South line of Adjusted Lot 1A-1, along the centerline of the herein described 10 feet wide permanent easement, North 32 degrees 49 minutes 01 seconds West, a distance of 15.46 feet to a point, said point being also the point of terminus of the herein described easement centerline and containing 155 square feet, more or less.

ORDINANCE NO.

AN ORDINANCE AMENDING SCHEDULE III AND TABLE III-A., ESTABLISHING PARKING RESTRICTIONS ON A PORTION OF GRAND TETON DRIVE, OF TITLE III, CHAPTER 365, SECTION 365.030 OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS, MISSOURI

WHEREAS, the City of St. Peters adopted the Model Traffic Ordinance, Chapter 300, Revised Statutes of Missouri, as amended, as and for the Traffic Ordinance of the City with passage of Ordinance No. 496, as amended, and Title III Table III-B and Table III-A, list streets within the City limits that prohibit parking, standing and stopping of vehicles at all times on certain streets; and

WHEREAS, a traffic study of Grand Teton Drive, between Mid Rivers Mall Drive and Dubray Drive, was conducted to consider action to control certain traffic conditions; and

WHEREAS, parking, standing and stopping of vehicles along both sides of Grand Teton Drive, between Mid Rivers Mall Drive and Dubray Drive, presents a traffic safety hazard and disrupts the proper flow of traffic; and

WHEREAS, in order to provide for improved safety for our residents, it is deemed necessary to prohibit parking, standing and stopping of vehicles along the both sides of Grand Teton Drive, between Mid Rivers Mall Drive and Dubray Drive;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. Title III, Schedule III, Table III-A, of the Municipal Code of the City of St. Peters, Missouri, is hereby amended to add the following:

Grand Teton Drive – Between At All Times  
Mid Rivers Mall Drive and Dubray Drive

SECTION 2. In accordance with Title III of the Municipal Code of the City of St. Peters, Missouri, and when signs are erected giving notice thereof, no person shall park, stand or stop a vehicle on a certain section of Grand Teton Drive at any time as follows:

Grand Teton Drive – Between Mid Rivers Mall Drive and Dubray Drive

SECTION 3. Savings Clause. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the

City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

---

As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this 22<sup>nd</sup> day of September, 2016.

---

Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

No.

ORDINANCE NO.

AN ORDINANCE AMENDING SCHEDULE III AND TABLE III-A, ESTABLISHING PARKING RESTRICTIONS ON A PORTION OF TIMBERBROOK DRIVE, OF TITLE III, CHAPTER 365, SECTION 365.030 OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS, MISSOURI

WHEREAS, the City of St. Peters adopted the Model Traffic Ordinance, Chapter 300, Revised Statutes of Missouri, as amended, as and for the Traffic Ordinance of the City with passage of Ordinance No. 496, as amended, and Title III Table III-B and Table III-A, list streets within the City limits that prohibit parking on certain streets at certain times; and

WHEREAS, Central County Fire and Rescue, who operates a facility along the north side of Timberbrook Drive at Salt Lick Road, has requested that the City consider taking action to control certain traffic conditions along Timberbrook Drive; and

WHEREAS, parking of vehicles along the north side of Timberbrook Drive, from Salt Lick Road to a point 300 feet east on Timberbrook Drive and along the south side of Timberbrook Drive, from Salt Lick Road to a point 100 feet east on Timberbrook Drive, presents a traffic hazard; and

WHEREAS, in order to provide for improved traffic safety, it is deemed necessary to prohibit parking along the north side of Timberbrook Drive, from Salt Lick Road to a point 300 feet east on Timberbrook Drive and along the south side of Timberbrook Drive, from Salt Lick Road to a point 100 feet east on Timberbrook Drive;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. Title III, Schedule III, Table III-A, of the Municipal Code of the City of St. Peters, Missouri, is hereby amended to add the following:

Timberbrook Drive – North side of  
Timberbrook Drive from Salt Lick Road  
to a point 300 feet east At All Times

Timberbrook Drive – South side of  
Timberbrook Drive from Salt Lick Road  
to a point 100 feet east At All Times

SECTION 2. In accordance with Title III of the Municipal Code of the City of St. Peters, Missouri, and when signs are erected giving notice thereof, no person shall park a vehicle on a certain sections of Timberbrook Drive at any time as follows:

Timberbrook Drive – North side of Timberbrook Drive from Salt Lick road to a point 300 feet east on Timberbrook Drive.

Timberbrook Drive – South side of Timberbrook Drive from Salt Lick Road to a point 100 feet east on Timberbrook Drive.

SECTION 3. Savings Clause Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

---

As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

No.

Approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Draft

No.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH USR-DESCO PLAZA 94, LLC FOR THE P-25A REGENCY ESTATES STORM WATER IMPROVEMENT PROJECT

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Regency Estates stream channel; and

WHEREAS, the improvements to said watershed necessitates obtaining a Temporary Construction Easement from USR-DESCO Plaza 94, LLC for underbrush and invasive vegetation removal to allow for design survey.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The City does hereby accept and agrees to said Temporary Construction Easement, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Temporary Construction Easement Agreement in substantially the forms attached hereto and made a part hereof, with USR-DESCO Plaza 94, LLC for the P-25A Regency Estates Stormwater Improvements Project.

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify,

supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

## Temporary Construction Easement Agreement

*This instrument*, made and entered into this 13<sup>th</sup> day of September, 2016, by and between USR-Desco Plaza 94, LLC, a Delaware limited liability company, whose mailing address is c/o The DESCO Group, 125 N. Brentwood Boulevard, St. Louis, Missouri 63105, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, a Missouri municipal corporation, its successors and assigns, whose address is One St. Peters Centre Blvd., St. Peters, Missouri 63376, hereinafter referred to as GRANTEE.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Temporary Construction Easement*, over that certain area located approximately sixty feet (60') off the center line of the existing creek channel, as more particularly shown cross-hachured on Exhibit "A", attached hereto and incorporated by reference herein (the "Easement Area"), for the purpose of clearing, surveying, staking, and otherwise using the Easement Area, subject at all times to the rights of other parties to such Easement Area as set forth in the documentation of record affecting the Easement Area, including, but not limited to: (a) that certain Easement granted to Shell Pipe Line Corporation per instrument recorded in Book 915, Page 250; and (b) that certain Easement granted to Union Electric Company per instrument recorded in Book 950, Page 528, of the St. Charles County, Missouri Recorder of Deeds' Office. GRANTEE covenants and agrees that after any construction work done on and to the temporary construction easement herein granted, that it will: (i) restore the ground surface to substantially its prior condition, to the extent practicable; (ii) repair and/or replace any structure, fence, or other item damaged or demolished as a result of any construction work or activity in the Easement Area and any of Grantor's adjacent land thereto; and (iii) remove any and all debris, brush, branches, or other vegetation cleared from the Easement Area from Grantor's property. Should Grantor be required to remove such debris or material from the Easement Area or Grantor's adjacent land as a result of Grantee's work in the Easement Area, Grantee shall reimburse Grantor for the cost of such removal. All such work done by GRANTEE with respect to activities within the Easement Area shall be at GRANTEE'S sole cost and expense, and shall be done in a manner so as to not endanger or unduly interfere with GRANTOR'S operation and use of any improvements constructed upon GRANTOR'S adjacent land. This Temporary Construction Easement shall cease and terminate November 30, 2016. Notwithstanding anything to the contrary contained herein, GRANTOR shall permit GRANTEE to access the Easement Area through the driveways at the rear of the Shopping Center PROVIDED, however, at no time shall GRANTEE be permitted to block or interfere with delivery trucks utilizing such driveways, and further provided, GRANTEE shall be permitted to deliver its earth working equipment to the Easement Area and park the skid loader or other transportation vehicle for such earth working equipment ONLY in the parking area designated on said Exhibit A (the "Parking Area").

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the GRANTEE, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of GRANTOR or its agents, contractors, volunteers, or resident related in any manner to GRANTEE'S clearing of the Easement Area, and GRANTEE'S equipment employed

thereon for such purposes. Notwithstanding anything to the contrary herein, should Grantee's activities in the Easement Area interfere with the rights of third parties as provided in the documentation of record affecting the Easement Area, Grantee shall indemnify Grantor for any damages related to such interference.

GRANTEE shall maintain a commercial general liability insurance policy providing coverage against any and all loss or damage, including reasonable attorneys' fees, to property, including GRANTOR'S adjacent land, and for any loss, damage, or liability for injury or death to any person or persons and claims thereof to the extent arising out of the negligence or willful misconduct of Grantee in the construction, installation, operation, inspection, maintenance, repair, replacement or use of the Easement Area or GRANTEE'S exercise of its rights hereunder for which it, as a political subdivision, is legally obligated under Missouri Law to pay, and shall maintain limits of coverage in an amount equal to the current value of the limitation on awards as published annually in the Missouri Register pursuant to Section 537.610, RSMo., as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo 2000, as amended.

Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. *et. seq.*, for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

If the City elects to use contractors who are not covered under the City's insurance policies to perform any or all of its obligations under this Agreement, the City shall cause its contractors and agents performing work pursuant to this Agreement to maintain comprehensive general liability insurance, with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence, and \$1,000,000 for damage or destruction of property in any one occurrence, and \$2,000,000 in the aggregate. Each contractor or agent shall carry workers' compensation insurance as required by applicable law.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

***To Have and to Hold*** the said ***Easement***, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

*In Witness Whereof*, the said GRANTOR and GRANTEE hereto have executed these presents as of the day and year first above written.

**GRANTOR:**

**USR-DESCO PLAZA 94, LLC,**  
a Delaware limited liability company

By: USR-Desco Member, LLC,  
a Delaware limited liability company,  
its sole Member

By: USR-Desco, LLC,  
a Delaware limited liability company,  
its sole Member

By: Desco 2, L.L.C.,  
a Missouri limited liability company,  
its Managing Member

By: The DESCO Group, Inc.,  
a Missouri corporation, its sole Manager

By: Mark J. Schnuck  
Mark J. Schnuck, President

STATE OF MISSOURI )  
 )SS.  
COUNTY OF ST. LOUIS )

On this 13<sup>th</sup> day of September, 2016, before me personally appeared Mark J. Schnuck, President of The DESCO Group, Inc., a Missouri corporation, sole Manager of Desco 2, L.L.C., a Missouri limited liability company, Managing Member of USR-Desco, LLC, a Delaware limited liability company, sole Member of USR-Desco Member, LLC, a Delaware limited liability company, sole Member of USR-Desco Plaza 94, LLC, a Delaware limited liability company, known to me to be the person who executed the within Temporary Construction Easement Agreement in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Kathleen Wildhaber  
Notary Public

My Commission Expires:



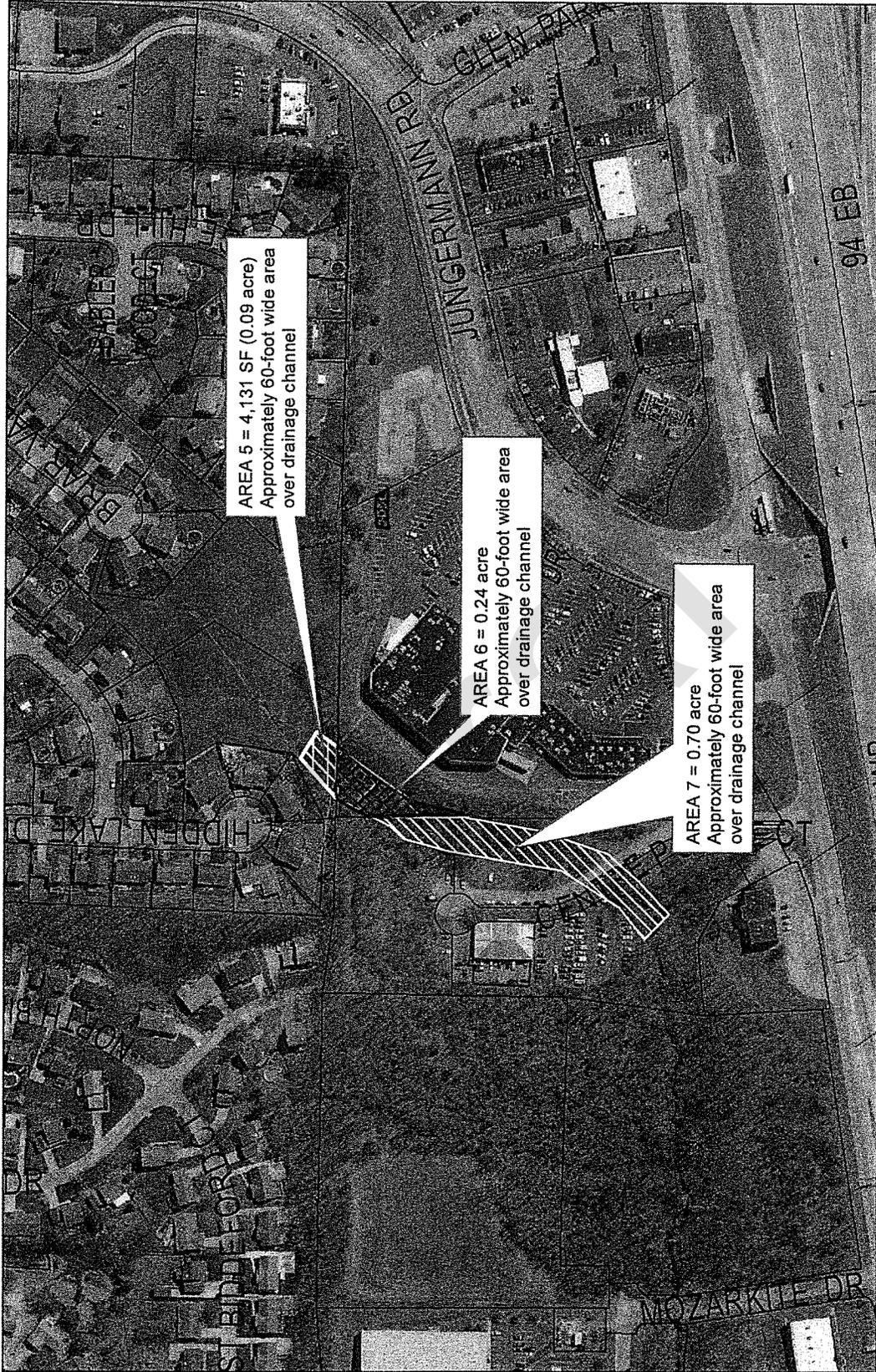


**Exhibit A**

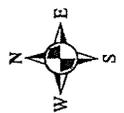
See attached.

Draft

Exhibit A



P-25A



Area proposed for pre-survey vegetation clearing

Proposed access from Schnucks Property

**Legend**

 Park Ridge Common Ground

 = Easement Area

 = Parking Area

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH ST. CHARLES COUNTY, MISSOURI, REGARDING THE COLLECTING, ACCOUNTING FOR AND DISBURSING OF REVENUES FROM ANNUAL FEES CHARGED TO CERTAIN RESIDENTIAL PROPERTIES IN UNINCORPORATED ST. CHARLES COUNTY FOR THE REPAIR OF LATERAL SEWER SERVICE LINES CONNECTED TO SANITARY SEWERS OWNED OR SERVED OR OPERATED BY THE CITY OF ST. PETERS

WHEREAS, under Section 249.422, RSMo, any city, town or village and certain counties may, upon approval by a majority of the voters voting on the proposal, adopt an ordinance authorizing the levy and imposition on certain residential properties of an annual fee not to exceed fifty dollars for the repair of lateral sewer service lines connecting certain residential properties to public sanitary sewers; and

WHEREAS, St. Charles County found that it is in the public interest that owners of certain residential properties in unincorporated St. Charles County, which are served by public sanitary sewers operated by municipalities, may participate in programs for the repair of lateral sewer service lines and to submit to voters the approval of annual fees to fund said programs; and

WHEREAS, on August 2, 2016, the voters in St. Charles County approved a proposition to levy annual fees to fund programs for the repair of lateral sewer service lines of certain residential properties in unincorporated St. Charles County served by various providers, including, but not limited to the City of St. Peters; and

WHEREAS, St. Charles County and the City of St. Peters desire to enter into an intergovernmental agreement to set forth the obligations of each in the administration and performance of a lateral sewer service line repair program for certain residential properties in unincorporated St. Charles County that are served by said City.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the Mayor of the City of St. Peters, Missouri, be and is hereby authorized to execute an **Intergovernmental Agreement For Collecting, Accounting For And**

**No.**

**Disbursing Revenues From Annual Fees Charged To Certain Residential Properties In Unincorporated St. Charles County, For The Repair Of Lateral Sewer Service Lines Serving Those Properties Which Are Connected To Sanitary Sewers Owned Or Served Or Operated By The City of St. Peters** between St. Charles County and the City of St. Peters, Missouri, for a lateral sewer service line program for certain residential properties in St. Charles County served by the City of St. Peters, in substantially the form attached hereto and incorporated by reference herein as Exhibit "A".

SECTION 2. That the City Administrator be and is hereby authorized to negotiate, execute and administer said Agreement on behalf of the City of St. Peters

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

---

As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

No.

Approved this 22<sup>nd</sup> day of September, 2016.

---

Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Draft

No.

Exhibit A

INTERGOVERNMENTAL AGREEMENT  
FOR COLLECTING, ACCOUNTING FOR AND DISBURSING REVENUES  
FROM ANNUAL FEES CHARGED TO CERTAIN RESIDENTIAL PROPERTIES IN  
UNINCORPORATED ST. CHARLES COUNTY,  
FOR THE REPAIR OF LATERAL SEWER SERVICE LINES  
SERVING THOSE PROPERTIES WHICH ARE CONNECTED  
TO SANITARY SEWERS OWNED OR SERVED OR OPERATED BY THE CITY OF  
ST. PETERS

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by St. Charles County, Missouri, a charter county organized pursuant to Article VI, Section 18 of the Constitution of the State of Missouri under the St. Charles County Charter (“County”), and the City of St. Peters, a municipal corporation and political subdivision of the State of Missouri (“City”), for collecting, accounting for and disbursing revenues from annual fees charged to certain residential properties in unincorporated St. Charles County, for the repair of lateral sewer service lines serving those properties which are connected to sanitary sewers owned or served or operated by City.

WITNESSETH:

WHEREAS, under Section 249.422, RSMo, any city, town or village and certain counties may, upon approval by a majority of the voters voting on the proposal, adopt an ordinance authorizing the levy and imposition on certain residential properties of an annual fee not to exceed fifty dollars for the repair of lateral sewer service lines connecting certain residential properties to public sanitary sewers; and

WHEREAS, pursuant to the St. Charles County Charter Article I, Section 1.501 (2014), St. Charles County may exercise all powers given by applicable law to this county; and

WHEREAS, in Ordinance 15-011, St. Charles County found that it is in the public interest that owners of residential properties in unincorporated St. Charles County that are served by public sanitary sewers operated by municipalities may participate in programs for funding the repair of lateral sewer service lines; and

WHEREAS, in Ordinance 15-011, St. Charles County further found that if the voters approve the annual fees described above, it is in the public interest to provide for the collection, administration and use of those fees for the repair of lateral sewer service lines under intergovernmental agreements with municipalities

that provide sanitary sewer service in St. Charles County; and

WHEREAS, in Ordinance 15-011, St. Charles County submitted to the voters the approval of the annual fees described above; and

WHEREAS, on August 2, 2016, the voters approved that proposition; and

WHEREAS, pursuant to Section 70.220, RSMo, as amended, and the St. Charles County Charter Article II, section 2.528, and Article X, section 10.502 (2014) St. Charles County may form such intergovernmental agreements for this common service with such cities or municipalities.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND REPRESENTATIONS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS.

Section 1. Purpose. County and City enter into this agreement for the common service of collecting annual fees to fund the repair of lateral sewer service lines on certain residential properties in unincorporated St. Charles County that are served by sanitary sewer mains owned and operated by City (hereinafter “County Residential Customers”), on the same terms that City collects such annual fees from owners of qualifying residential properties within City’s incorporated area.

Section 2. Duties of the County. The County shall:

- 1) Collect and account for the annual fees authorized by St. Charles County Ordinance 15-011;
- 2) Impose those annual fees only in amounts authorized by Section 7.A.2.b of St. Charles County Ordinance 15-011;
- 3) Provide inspection services for the lateral repairs but waive its own permit and inspection fees for repair projects undertaken pursuant to this Agreement;
- 4) Remit all proceeds of those annual fees collected by County from County Residential Customers during the previous calendar year to City by February 1 of each following calendar year;

- 5) Certify any changes in Ordinance 15-011 and the fee authorized by it to the City or Municipality; and
- 6) Audit every three years the special County fund into which the City or Municipality deposits the annual fees authorized by Ordinance 15-011.

Section 3. Duties of City. The City shall:

- 1) Certify to the County any changes in the amount of the City's own annual fee; and
- 2) Deposit the funds received from the County pursuant to St. Charles County Ordinance 15-011 in a special fund, and use that special fund as provided in Section 249.422.3, RSMo, as amended, for County Residential Customers only; and
- 3) Make records of such City special fund available for audit by the County Auditor every three years.

Section 4. Use of Special Fund. The City's special fund mentioned above shall be used only for projects authorized by Section 249.422.3, RSMo, as amended, and for City's associated costs of overseeing such projects by, for example, but not as a limitation thereon, soliciting bids, oversight of contractors and inspecting work as it relates to the lateral sewer line connection to the City's sewer main. Those associated costs shall be calculated at the same rates charged for projects on residential properties within City.

Section 5. Claims for Eligible Properties in Unincorporated St. Charles County. The City's programs for serving County eligible properties in unincorporated St. Charles County shall be identical to the City's program for serving eligible properties within the City, except that claims for eligible properties in unincorporated St. Charles County shall be capped at \$2800.00, per claim. County may amend that cap annually and notify City of the amended cap by February 1 of each calendar year.

Section 6. Notices.

The parties shall provide notices to each other in writing mailed or faxed to the persons identified on the signature page of this Agreement, or to such officials as those persons may designate in writing, and shall be deemed given when

received by the other party, whether by U.S. mail or facsimile transmission.

Section 7. Term, Renewals, Termination, Effective Date of Start of Program.

- A. This Agreement shall be for an initial term beginning on the day it is fully executed and expiring on December 31, 2021, unless terminated as provided herein.
- B. This Agreement shall renew automatically for additional periods of three (3) years unless terminated as provided herein.
- C. This Agreement may be terminated at any time, without cause, upon sixty (60) days' prior written notice by one party to the other.
- D. The City's duties under Section 3 above shall commence upon the County's first remittance of funds under Section 2 above, on February 1, 2017.

Section 8. Compensation. In consideration of the County's authorization of annual fees pursuant to St. Charles County Ordinance 15-011, the County's meeting its obligations under this Agreement, and the parties' mutual agreement and understanding in this Agreement, the City agrees not to charge the County fees for the administration of the City special fund into which the County's annual fees are deposited, and to use that special fund as provided in Section 4, above.

Section 9. Miscellaneous Provisions.

- A. This Agreement is subject to the provisions of Section 249.422, RSMo, as amended, and St. Charles County Ordinance 15-011.
- B. This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.
- C. This Agreement constitutes the entire undertaking between the parties hereto with respect to the subject matter hereof.
- D. This Agreement is not assignable and is to be exercised solely by the City or Municipality subject to the provisions of Section 249.422,

RSMo, as amended and St. Charles County Ordinance 15-011.

- E. The parties to this Agreement are independent entities, and neither is an agent of the other. No employee of either party is entitled to the benefits provided by the other party to its employees, including, but not limited to, group insurance or pension plan.
  
- F. The City shall, as permitted by law and subject to the limitation on awards as published annually in the Missouri Register pursuant to Section 537.610, RSMo., as amended, indemnify, defend, protect and hold harmless the County from and against any loss, cost, claim, demand, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, and including payment under any workmen's compensation law, subject to the statutory limits as provided in Chapter 287, RSMo, 2000, as amended, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the City, its agents, servants or employees in performing its obligations under this Agreement.

Anything to the contrary contained herein notwithstanding, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600, RSMo. et seq., for any monetary amount whatsoever, or of an other defenses, howsoever named, that are, or in the future may become, available to the City by statute or common law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

Executed by the County this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Municipality this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ST. CHARLES COUNTY, MISSOURI

CITY OF ST. PETERS, MISSOURI

---

Steve Ehlmann  
County Executive  
100 North Third Street  
St. Charles, Missouri 63301  
Tel: 636-949-7520  
Fax: 636-949-7521  
Email: [executive@sccmo.org](mailto:executive@sccmo.org)

---

Russell W. Batzel  
City Administrator  
One St. Peters Centre Blvd.  
St. Peters, Missouri 63376  
Tel: 636-477-6600  
Fax: 636-926-2047  
Email: [Rbatzel@stpetersmo.net](mailto:Rbatzel@stpetersmo.net)

ATTEST:

ATTEST:

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Ruth Miller, County Registrar

---

Patricia E. Smith, City Clerk

Draft

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH ALL PURPOSE ERECTORS, INCORPORATED FOR THE INSTALLATION OF ATHLETIC FIELD LIGHTING AT WOODLANDS SPORTS PARK BALL DIAMOND 25.

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, deems it to be in the best interest of the City and its citizenry for additional athletic field lighting; and

WHEREAS, funds have been appropriated by the Board of Aldermen for the completion of this project; and

WHEREAS, the City recently solicited bids for the addition of athletic field lighting; and

WHEREAS, bid proposals were received from five (5) bidders on August 18, 2016; and

WHEREAS, it is recommended that the contract be awarded to All Purpose Erectors, Incorporated in the amount of \$199,800.00.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to enter into a contract with All Purpose Erectors, Incorporated in the amount of \$199,800.00 for the addition of athletic field lighting at Woodlands Sports Park Ball Diamond 25.

SECTION 2. The City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City of St. Peters.

SECTION 3. The Project approved by this Ordinance is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Non-compliance with this ordinance will be investigated and adjudicated by the Department of Labor and Industrial Relations pursuant to RSMo 292.675.

SECTION 4. Savings Clause. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
As Mayor and Presiding Officer  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia e. Smith, City Clerk

Approved this 22<sup>nd</sup> day of September, 2016

\_\_\_\_\_  
As Mayor and as Presiding Officer  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT PROVIDING FOR ACQUISITION OF RIGHT-OF-WAY, ALONG WITH A PERMANENT DRAINAGE EASEMENT, A PERMANENT TRAFFIC SIGNAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE MID RIVERS MALL DRIVE – OHMES ROAD INTERSECTION IMPROVEMENT PROJECT (MERCY HEALTH EAST COMMUNITIES)

WHEREAS, the City of St. Peters has long been an advocate of improved transportation systems and facilities to promote the general health, safety and welfare of the community; and

WHEREAS, improvements of the Mid Rivers Mall Drive – Ohmes Road intersection necessitates obtaining right-of-way, along with a permanent drainage easement, a permanent traffic signal easement and temporary construction easements from Mercy Health East Communities; and

WHEREAS, The Mercy Health East Communities and the City of St. Peters are desirous of entering in an Agreement providing for the acquisition of roadway right-of-way, a permanent drainage easement, a permanent traffic signal easement and temporary construction easements.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, an Agreement with Mercy Health East Communities providing for the acquisition of roadway right-of-way, by Special Warranty Deed, a permanent drainage easement, a permanent traffic signal easement and temporary construction easements, in substantially the forms attached hereto and made a part hereof, for the Mid Rivers Mall Drive – Ohmes Road Intersection Improvements.

SECTION 2. The City Clerk is hereby directed to cause said Special Warranty Deed, Permanent Drainage Easement Agreement and Permanent Traffic Signal Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings.

Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

SECTION 4. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

## Permanent Drainage Easement Agreement

*This Instrument*, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Mercy Health Communities, a Missouri nonprofit corporation, whose mailing address is 14528 South Outer 40 Road, Suite 100, Chesterfield, Missouri 63017-5743, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Perpetual Right and Easement*, for the purpose of constructing, re-constructing, using, operating, maintaining, adding to the number of, and patrolling storm sewer lines, including, but not limited to, conduits and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits “A” and “B”, attached hereto and incorporated by reference herein (the “Easement Area”). The GRANTEE shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said storm sewer system, and appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over, across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restriction, conditions and rights of way, now of record, if any.

*To Have and to Hold* the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Draft





## Permanent Traffic Signal Easement Agreement

*This Instrument*, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Mercy Health Communities, a Missouri nonprofit corporation, whose mailing address is 14528 South Outer 40 Road, Suite 100, Chesterfield, Missouri 63017-5743, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Perpetual Right and Easement*, for the purpose of constructing, re-constructing, using, operating, and maintaining a traffic signal system, including, but not limited to, traffic signals and appurtenant structures thereto in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits “A” and “B”, attached hereto and incorporated by reference herein (the “Easement Area”). The GRANTEE shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said traffic signal system and appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over, across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restriction, conditions and rights of way, now of record, if any.

*To Have and to Hold* the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Draft





## SPECIAL WARRANTY DEED

*This Deed*, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Mercy Health East Communities, a Missouri nonprofit corporation, whose mailing address 14528 South Outer 40 Road, Suite 100, Chesterfield, Missouri 63017-5743, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents **Bargain and Sell, Convey and Confirm** unto the said GRANTEE, the following described Real Estate, situated in the County of St. Charles, and State of Missouri, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY  
REFERENCE HEREIN

**To Have and to Hold**, the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever. The said GRANTOR hereby covenanting that it and its successors and assigns shall and will **Warranty and Defend** the title to the premises unto the said GRANTEE, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under GRANTOR, but none other, expecting, however, the general taxes for the calendar year 2016 and thereafter, and the special taxes becoming a lien after the date of this deed.

*In Witness Whereof*, the said GRANTOR and GRANTEE hereto have executed these presents as of the day and year first above written.

**GRANTOR:**

**MERCY HEALTH EAST COMMUNITIES**

a Missouri nonprofit corporation

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did state that he/she is the \_\_\_\_\_ of Mercy Health East Communities, a Missouri nonprofit corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:



## Temporary Construction Easement Agreement

*This Instrument*, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Mercy Health East Communities, a Missouri nonprofit corporation, whose mailing address is 14528 South Outer 40 Road, Suite 100, Chesterfield, Missouri 63017-5743, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Temporary Construction Easement*, as more particularly described on Exhibits “A” and “B”, attached hereto and incorporated by reference herein, for the purpose of surveying, staking, sloping, altering the existing grade of, reshaping and otherwise using the easement area. GRANTEE covenants and agrees that after any construction work done on and to the temporary construction easement herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable, and will repair and/or replace any structure, fence, shrubbery or other item damaged or demolished as a result of any construction work or activity on the easement granted. This Temporary Construction Easement shall cease and terminate thirty (30) days after the construction work on the Mid Rivers Mall Drive – Ohmes Road Intersection Improvement Project is accepted by the City of St. Peters, Missouri.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

*To Have and to Hold* the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

*In Witness Whereof*, the said GRANTOR and GRANTEE hereto have executed these presents as of the day and year first above written.

**GRANTOR:**

**MERCY HEALTH EAST COMMUNITIES**  
a Missouri nonprofit corporation

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did state that he/she is the \_\_\_\_\_ of Mercy Health East Communities, a Missouri nonprofit corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:



## ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT PROVIDING FOR ACQUISITION OF RIGHT-OF-WAY, ALONG WITH A PERMANENT DRAINAGE EASEMENT, A PERMANENT TRAFFIC SIGNAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE MID RIVERS MALL DRIVE – OHMES ROAD INTERSECTION IMPROVEMENT PROJECT (ST. CHARLES COMMUNITY COLLEGE DISTRICT (FORMERLY KNOWN AS ST. CHARLES COUNTY COMMUNITY COLLEGE DISTRICT))

WHEREAS, the City of St. Peters has long been an advocate of improved transportation systems and facilities to promote the general health, safety and welfare of the community; and

WHEREAS, improvements of the Mid Rivers Mall Drive – Ohmes Road intersection necessitates obtaining right-of-way, along with a permanent drainage easement, a permanent traffic signal easement and a temporary construction easement from St. Charles Community College District (formerly known as St. Charles County Community College District); and

WHEREAS, The St. Charles Community College District (formerly known as St. Charles County Community College District) and the City of St. Peters are desirous of entering in an Agreement providing for the acquisition of roadway right-of-way, a permanent drainage easement, a permanent traffic signal easement and a temporary construction easement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, an Agreement with St. Charles Community College District (formerly known as St. Charles County Community College District) providing for the acquisition of roadway right-of-way, by Special Warranty Deed, a permanent drainage easement, a permanent traffic signal easement and a temporary construction easement, in substantially the forms attached hereto and made a part hereof, for the Mid Rivers Mall Drive – Ohmes Road Intersection Improvements.

SECTION 2. The City Clerk is hereby directed to cause said Special Warranty Deed, Permanent Drainage Easement Agreement and Permanent Traffic Signal Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings.

Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

SECTION 4. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

Approved this 22<sup>nd</sup> day of September, 2016.

\_\_\_\_\_  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

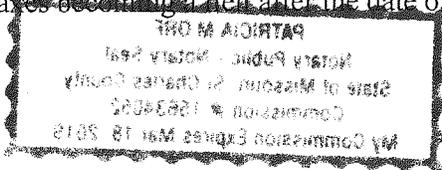
## SPECIAL WARRANTY DEED

*This Deed*, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between St. Charles Community College District (formerly known as St. Charles County Community College District), a junior college district of the State of Missouri, whose mailing address 4601 Mid Rivers Mall Drive, Cottleville, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Bargain and Sell, Convey and Confirm* unto the said GRANTEE, the following described Real Estate, situated in the County of St. Charles, and State of Missouri, to-wit:

SEE EXHIBITS "A" AND "B", ATTACHED HERETO AND INCORPORATED  
BY REFERENCE HEREIN

*To Have and to Hold*, the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever. The said GRANTOR hereby covenanting that it and its successors and assigns shall and will *Warranty and Defend* the title to the premises unto the said GRANTEE, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under GRANTOR, but none other, expecting, however, the general taxes for the calendar year 2016 and thereafter, and the special taxes becoming a lien after the date of this deed.







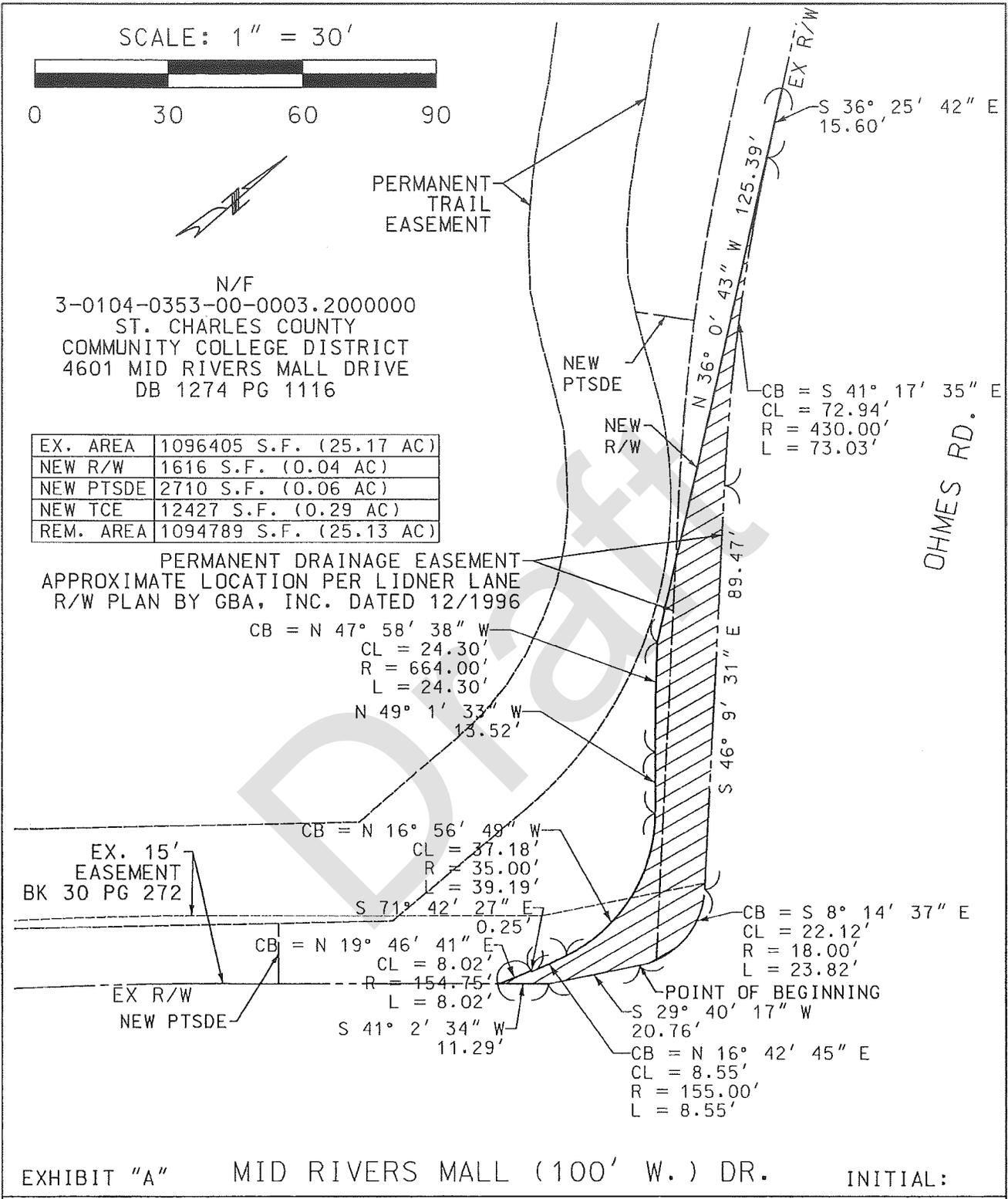


EXHIBIT "A" MID RIVERS MALL (100' W.) DR. INITIAL:

RIGHT OF WAY PLAT  
ST. CHARLES COMMUNITY COLLEGE DISTRICT  
DEED BOOK 1274 PAGE 1116, T46N, R3E  
CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

**RIGHT-OF-WAY**

A tract of land in "St. Charles Community College District", a subdivision according to the plat thereof recorded in Deed Book 1274 Page 1116 of the St. Charles County Records, Township 46 North - Range 3 East, St. Peters, Missouri and being more particularly described as:

Beginning at the northeast corner of the land thereof recorded in the St. Charles County Records, thence South 29 degrees 40 minutes 17 seconds West a distance of 20.76 feet to a point; thence South 41 degrees 2 minutes 34 seconds West a distance of 11.29 feet to a point; thence along a curve to the left having a radius of 154.75 feet, an arc distance of 8.02 feet, having a chord length of 8.02 feet and a chord direction of North 19 degrees 46 minutes 41 seconds East to a point; thence South 71 degrees 42 minutes 27 seconds East a distance of 0.25 feet to a point; thence along a curve to the left having a radius of 155.00 feet, an arc distance of 8.55 feet, having a chord length of 8.55 feet and a chord direction of North 16 degrees 42 minutes 45 seconds East to a point; thence along a curve to the left having a radius of 35.00 feet, an arc distance of 39.19 feet, having a chord length of 37.18 feet and a chord direction of North 16 degrees 56 minutes 49 seconds West to a point; thence North 49 degrees 1 minute 33 seconds West a distance of 13.52 feet to a point; thence along a curve to the right having a radius of 664.00 feet, an arc distance of 24.30 feet, having a chord length of 24.30 feet and a chord direction of North 47 degrees 58 minutes 38 seconds West to a

Exhibit "B"  
Page 2 of 2

PROJECT: Mid Rivers Mall Dr. – Ohmes Rd.  
PARCEL NO.: 1  
OWNER: St. Charles County  
Community College District  
April 12, 2016  
Page 2 of 2

point; thence North 36 degrees 0 minutes 43 seconds West a distance of 125.39 feet to a point; thence South 36 degrees 25 minutes 42 seconds East a distance of 15.60 feet to a point; thence along a curve to the left having a radius of 430.00 feet, an arc distance of 73.03 feet, having a chord length of 72.94 feet and a chord direction of South 41 degrees 17 minutes 35 seconds East to a point; thence South 46 degrees 9 minutes 31 seconds East a distance of 89.47 feet to a point; thence along a curve to the right having a radius of 18.00 feet, an arc distance of 23.82 feet, having a chord length of 22.12 feet and a chord direction of South 8 degrees 14 minutes 37 seconds East to the Point of Beginning.

The described tract contains 1616 square feet or 0.04 acres more or less.

## Permanent Traffic Signal Easement Agreement

*This Instrument*, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between St. Charles Community College District (formerly known as St. Charles County Community College District), a junior college district of the State of Missouri, whose mailing address is 4601 Mid Rivers Mall Drive, Cottleville, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Perpetual Right and Easement*, for the purpose of constructing, re-constructing, using, operating, and maintaining a traffic signal system, including, but not limited to, traffic signals and appurtenant structures thereto in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The GRANTEE shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said traffic signal system and appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over, across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restriction, conditions and rights of way, now of record, if any.

*To Have and to Hold* the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Draft



**GRANTEE:**

CITY OF ST. PETERS, MISSOURI

By: \_\_\_\_\_  
Russell W. Batzel, City Administrator

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF ST. CHARLES    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

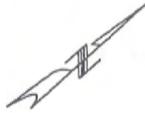
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:



SCALE: 1" = 30'



N/F  
 3-0104-0353-00-0003.2000000  
 ST. CHARLES COUNTY  
 COMMUNITY COLLEGE DISTRICT  
 4601 MID RIVERS MALL DRIVE  
 DB 1274 PG 1116

EX. AREA	1096405 S.F. (25.17 AC)
NEW R/W	1616 S.F. (0.04 AC)
NEW PTSDE	2710 S.F. (0.06 AC)
NEW TCE	12427 S.F. (0.29 AC)
REM. AREA	1094789 S.F. (25.13 AC)

PERMANENT DRAINAGE EASEMENT  
 APPROXIMATE LOCATION PER LIDNER LANE  
 R/W PLAN BY GBA, INC. DATED 12/1996

CB = N 31° 13' 9" W  
 CL = 97.62'  
 R = 90.00'  
 L = 103.17'

N 71° 42' 27" W  
 0.25'

CB = S 19° 46' 41" W  
 CL = 8.02'  
 R = 154.75'  
 L = 8.02'

EX. 15'  
 EASEMENT  
 BK 30 PG 272

N 1° 37' 19" E  
 38.20'

EX R/W NEW PTSDE

N 49° 1' 20" W  
 13.32'

N 39° 50' 3" E  
 25.53'

S 41° 2' 34" W  
 49.39'

S 41° 2' 34" W  
 11.29'

POINT OF BEGINNING

S 29° 40' 17" W  
 20.76'

CB = S 16° 42' 45" W  
 CL = 8.55'

R = 155.00'  
 L = 8.55'

CB = S 43° 48' 25" E  
 CL = 36.11'  
 R = 440.00'  
 L = 36.12'

NEW R/W

S 46° 9' 31" E  
 17.12'

S 36° 0' 43" E  
 18.54'

CB = S 47° 58' 38" E  
 CL = 24.30'  
 R = 664.00'  
 L = 24.30'

S 49° 1' 33" E  
 13.52'

CB = S 16° 56' 49" E  
 CL = 37.18'  
 R = 35.00'  
 L = 39.19'

OHMES RD.

EX R/W

N 49° 12' 30" E  
 13.09'

N 64° 3' 37" W  
 15.87'

EXHIBIT "A" MID RIVERS MALL (100' W.) DR. INITIAL:

PERMANENT TRAFFIC SIGNAL & DRAINAGE EASEMENT PLAT  
 ST. CHARLES COMMUNITY COLLEGE DISTRICT  
 DEED BOOK 1274 PAGE 1116, T46N, R3E  
 CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

**PERMANENT TRAFFIC SIGNAL & DRAINAGE EASEMENT**

A tract of land in "St. Charles Community College District", a subdivision according to the plat thereof recorded in Deed Book 1274 Page 1116 of the St. Charles County Records, Township 46 North - Range 3 East, St. Peters, Missouri and being more particularly described as:

Beginning at the northeast corner of the land thereof recorded in the St. Charles County Records, thence South 29 degrees 40 minutes 17 seconds West a distance of 20.76 feet to a point; thence South 41 degrees 2 minutes 34 seconds West a distance of 11.29 feet to the Actual Point of Beginning; thence South 41 degrees 2 minutes 34 seconds West a distance of 49.39 feet to a point; thence North 49 degrees 1 minute 20 seconds West a distance of 13.32 feet to a point; thence North 39 degrees 50 minutes 3 seconds East a distance of 25.53 feet to a point; thence North 1 degree 37 minutes 19 seconds East a distance of 38.20 feet to a point; thence along a curve to the left having a radius of 90.00 feet, an arc distance of 103.17 feet, having a chord length of 97.62 feet and a chord direction of North 31 degrees 13 minutes 9 seconds West to a point; thence North 64 degrees 3 minutes 37 seconds West a distance of 15.87 feet to a point; thence North 61 degrees 48 minutes 48 seconds West a distance of 2.18 feet to a point; thence North 49 degrees 12 minutes 30 seconds East a distance of 13.09 feet to a point; thence along a curve to the left having a radius of 440.00 feet, an arc distance of 36.12 feet, having a chord length of 36.11 feet and a chord direction of South 43

## Permanent Drainage Easement Agreement

*This Instrument*, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between St. Charles Community College District (formerly known as St. Charles County Community College District), a junior college district of the State of Missouri, whose mailing address is 4601 Mid Rivers Mall Drive, Cottleville, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Perpetual Right and Easement*, for the purpose of constructing, re-constructing, using, operating, maintaining, adding to the number of, and patrolling storm sewer lines, including, but not limited to, conduits and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The GRANTEE shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said storm sewer system, and appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over, across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

degrees 48 minutes 25 seconds East to a point; thence South 46 degrees 9 minutes 31 seconds East a distance of 17.12 feet to a point; thence South 36 degrees 0 minutes 43 seconds East a distance of 18.54 feet to a point; thence along a curve to the left having a radius of 664.00 feet, an arc distance of 24.30 feet, having a chord length of 24.30 feet and a chord direction of South 47 degrees 58 minutes 38 seconds East to a point; thence South 49 degrees 1 minute 33 seconds East a distance of 13.52 feet to a point; thence along a curve to the right having a radius of 35.00 feet, an arc distance of 39.19 feet, having a chord length of 37.18 feet and a chord direction of South 16 degrees 56 minutes 49 seconds East to a point; thence along a curve to the right having a radius of 155.00 feet, an arc distance of 8.55 feet, having a chord length of 8.55 feet and a chord direction of South 16 degrees 42 minutes 45 seconds West to a point; thence North 71 degrees 42 minutes 27 seconds West a distance of 0.25 feet to a point; thence along a curve to the right having a radius of 154.75 feet, an arc distance of 8.02 feet, having a chord length of 8.02 feet and a chord direction of South 19 degrees 46 minutes 41 seconds West to the Actual Point of Beginning.

The described tract contains 2710 square feet or 0.06 acres more or less.

**GRANTOR:**

**ST. CHARLES COMMUNITY COLLEGE DISTRICT**  
(formerly known as St. Charles County Community College District)

Signature: 1 *Barbara Krawiec*

Printed Name: BARBARA KRAWIEC

Title: 9-14-16

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. CHARLES )

On this 14<sup>th</sup> day of September, 2016, before me appeared Barbara Krawiec, to me personally known, who, being by me duly sworn, did state that he/she is the President of St. Charles Community College District (St. Charles County Community College District), a junior college district of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said district, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees; and said President acknowledged said instrument to be the free act and deed of said district.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Patricia M Orf*  
Notary Public

My Commission Expires: march 18, 2019



GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

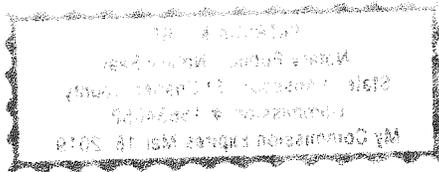
All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restriction, conditions and rights of way, now of record, if any.

*To Have and to Hold* the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

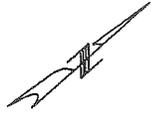
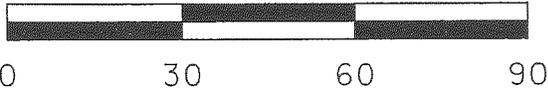
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Draft





SCALE: 1" = 30'



N/F  
 3-0104-0353-00-0003.2000000  
 ST. CHARLES COUNTY  
 COMMUNITY COLLEGE DISTRICT  
 4601 MID RIVERS MALL DRIVE  
 DB 1274 PG 1116

EX. AREA	1096405 S.F. (25.17 AC)
NEW R/W	1616 S.F. (0.04 AC)
NEW PTSDE	2710 S.F. (0.06 AC)
NEW TCE	12427 S.F. (0.29 AC)
REM. AREA	1094789 S.F. (25.13 AC)

PERMANENT DRAINAGE EASEMENT  
 APPROXIMATE LOCATION PER LIDNER LANE  
 R/W PLAN BY GBA, INC. DATED 12/1996

CB = N 31° 13' 9" W  
 CL = 97.62'  
 R = 90.00'  
 L = 103.17'

N 71° 42' 27" W  
 0.25'

CB = S 19° 46' 41" W

CL = 8.02'  
 R = 154.75'  
 L = 8.02'

EX. 15'  
 EASEMENT  
 BK 30 PG 272

N 1° 37' 19" E  
 38.20'

EX R/W NEW PTSDE

N 49° 1' 20" W  
 13.32'

N 39° 50' 3" E  
 25.53'

S 41° 2' 34" W  
 49.39'

S 41° 2' 34" W  
 11.29'

POINT OF BEGINNING

S 29° 40' 17" W  
 20.76'

CB = S 16° 42' 45" W  
 CL = 8.55'

R = 155.00'  
 L = 8.55'

N 49° 12' 30" E  
 13.09'

N 64° 3' 37" W  
 15.87'

CB = S 43° 48' 25" E  
 CL = 36.11'  
 R = 440.00'  
 L = 36.12'

NEW R/W  
 S 46° 9' 31" E  
 17.12'

S 36° 0' 43" E  
 18.54'

CB = S 47° 58' 38" E  
 CL = 24.30'  
 R = 664.00'  
 L = 24.30'

S 49° 1' 33" E  
 13.52'

CB = S 16° 56' 49" E  
 CL = 37.18'  
 R = 35.00'  
 L = 39.19'

OHMES RD.

EXHIBIT "A" MID RIVERS MALL (100' W.) DR. INITIAL:

PERMANENT TRAFFIC SIGNAL & DRAINAGE EASEMENT PLAT  
 ST. CHARLES COMMUNITY COLLEGE DISTRICT  
 DEED BOOK 1274 PAGE 1116, T46N, R3E  
 CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

**PERMANENT TRAFFIC SIGNAL & DRAINAGE EASEMENT**

A tract of land in "St. Charles Community College District", a subdivision according to the plat thereof recorded in Deed Book 1274 Page 1116 of the St. Charles County Records, Township 46 North - Range 3 East, St. Peters, Missouri and being more particularly described as:

Beginning at the northeast corner of the land thereof recorded in the St. Charles County Records, thence South 29 degrees 40 minutes 17 seconds West a distance of 20.76 feet to a point; thence South 41 degrees 2 minutes 34 seconds West a distance of 11.29 feet to the Actual Point of Beginning; thence South 41 degrees 2 minutes 34 seconds West a distance of 49.39 feet to a point; thence North 49 degrees 1 minute 20 seconds West a distance of 13.32 feet to a point; thence North 39 degrees 50 minutes 3 seconds East a distance of 25.53 feet to a point; thence North 1 degree 37 minutes 19 seconds East a distance of 38.20 feet to a point; thence along a curve to the left having a radius of 90.00 feet, an arc distance of 103.17 feet, having a chord length of 97.62 feet and a chord direction of North 31 degrees 13 minutes 9 seconds West to a point; thence North 64 degrees 3 minutes 37 seconds West a distance of 15.87 feet to a point; thence North 61 degrees 48 minutes 48 seconds West a distance of 2.18 feet to a point; thence North 49 degrees 12 minutes 30 seconds East a distance of 13.09 feet to a point; thence along a curve to the left having a radius of 440.00 feet, an arc distance of 36.12 feet, having a chord length of 36.11 feet and a chord direction of South 43

degrees 48 minutes 25 seconds East to a point; thence South 46 degrees 9 minutes 31 seconds East a distance of 17.12 feet to a point; thence South 36 degrees 0 minutes 43 seconds East a distance of 18.54 feet to a point; thence along a curve to the left having a radius of 664.00 feet, an arc distance of 24.30 feet, having a chord length of 24.30 feet and a chord direction of South 47 degrees 58 minutes 38 seconds East to a point; thence South 49 degrees 1 minute 33 seconds East a distance of 13.52 feet to a point; thence along a curve to the right having a radius of 35.00 feet, an arc distance of 39.19 feet, having a chord length of 37.18 feet and a chord direction of South 16 degrees 56 minutes 49 seconds East to a point; thence along a curve to the right having a radius of 155.00 feet, an arc distance of 8.55 feet, having a chord length of 8.55 feet and a chord direction of South 16 degrees 42 minutes 45 seconds West to a point; thence North 71 degrees 42 minutes 27 seconds West a distance of 0.25 feet to a point; thence along a curve to the right having a radius of 154.75 feet, an arc distance of 8.02 feet, having a chord length of 8.02 feet and a chord direction of South 19 degrees 46 minutes 41 seconds West to the Actual Point of Beginning.

The described tract contains 2710 square feet or 0.06 acres more or less.



## Temporary Construction Easement Agreement

*This Instrument*, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between St. Charles Community College District (formerly known as St. Charles County Community College District), a junior college district of the State of Missouri, whose mailing address is 4601 Mid Rivers Mall Drive, Cottleville, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

*Witnesseth*, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

*A Temporary Construction Easement*, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, sloping, altering the existing grade of, reshaping and otherwise using the easement area. GRANTEE covenants and agrees that after any construction work done on and to the temporary construction easement herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable, and will repair and/or replace any structure, fence, shrubbery or other item damaged or demolished as a result of any construction work or activity on the easement granted. This Temporary Construction Easement shall cease and terminate thirty (30) days after the construction work on the Mid Rivers Mall Drive – Ohmes Road Intersection Improvement Project is accepted by the City of St. Peters, Missouri.

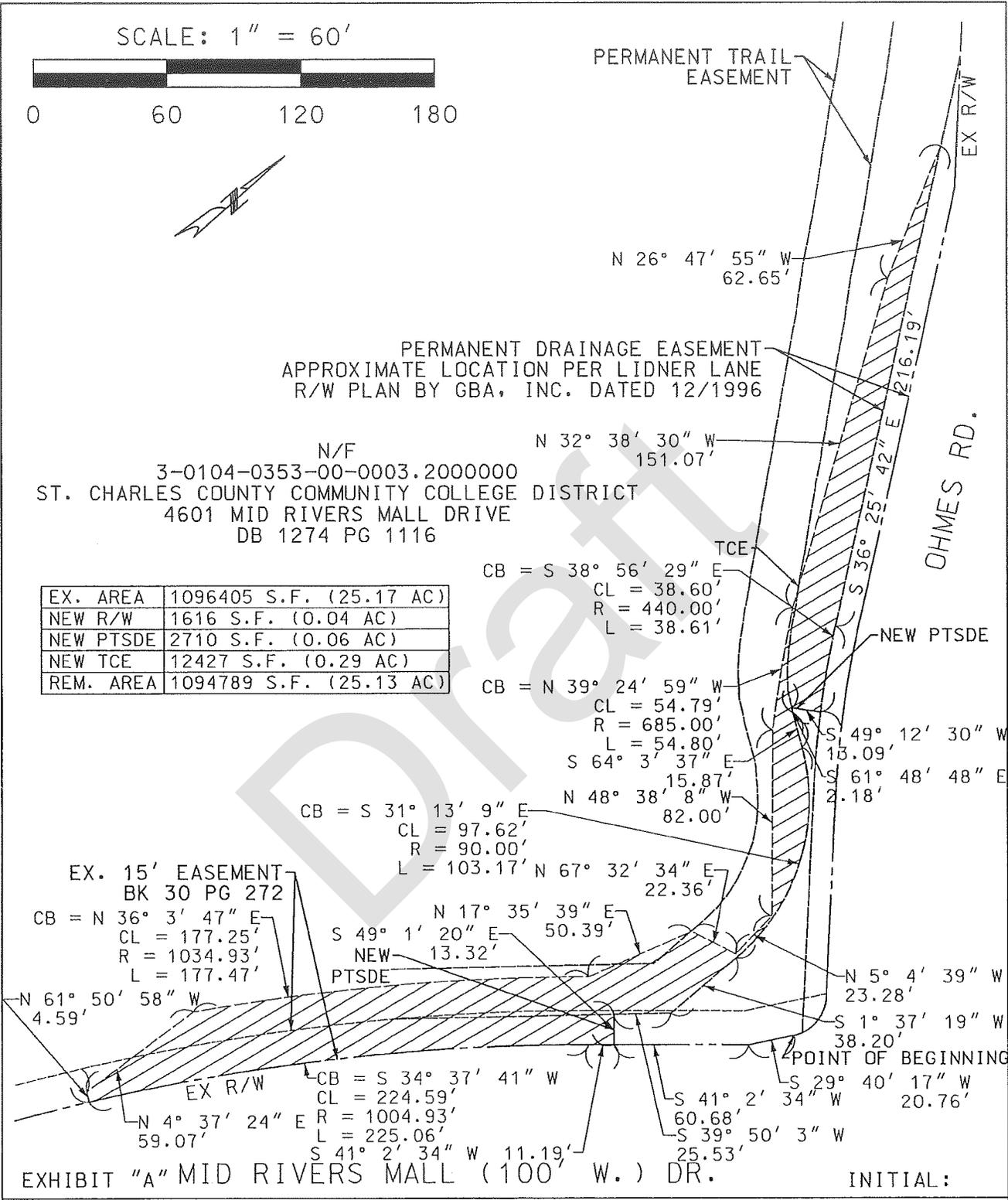
All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

*To Have and to Hold* the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

*Mid Rivers Mall Drive – Ohmes Road Intersection Improvements*





TEMPORARY CONSTRUCTION EASEMENT PLAT  
ST. CHARLES COMMUNITY COLLEGE DISTRICT  
DEED BOOK 1274 PAGE 1116, T46N, R3E  
CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

**TEMPORARY CONSTRUCTION EASEMENT**

A tract of land in "St. Charles Community College District", a subdivision according to the plat thereof recorded in Deed Book 1274 Page 1116 of the St. Charles County Records, Township 46 North - Range 3 East, St. Peters, Missouri and being more particularly described as:

Beginning at the northeast corner of the land thereof recorded in the St. Charles County Records, thence South 29 degrees 40 minutes 17 seconds West a distance of 20.76 feet to a point; thence South 41 degrees 2 minutes 34 seconds West a distance of 60.68 feet to the Actual Point of Beginning; thence South 41 degrees 2 minutes 34 seconds West a distance of 11.19 feet to a point; thence along a curve to the left having a radius of 1004.93 feet, an arc distance of 225.06 feet, having a chord length of 224.59 feet and a chord direction of South 34 degrees 37 minutes 41 seconds West to a point; thence North 61 degrees 50 minutes 58 seconds West a distance of 4.59 feet to a point; thence North 4 degrees 37 minutes 24 seconds East a distance of 59.07 feet to a point; thence along a curve to the right having a radius of 1034.93 feet, an arc distance of 177.47 feet, having a chord length of 177.25 feet and a chord direction of North 36 degrees 3 minutes 47 seconds East to a point; thence North 17 degrees 35 minutes 39 seconds East a distance of 50.39 feet to a point; thence North 67 degrees 32 minutes 34 seconds East a distance of 22.36 feet to a point; thence North 5 degrees 4 minutes 39 seconds West a distance of 23.28 feet to a point; thence North 48 degrees 38

Exhibit "B"  
Page 2 of 2

PROJECT: Mid Rivers Mall Dr. – Ohmes Rd.  
PARCEL NO.: 1  
OWNER: St. Charles County  
Community College District  
April 12, 2016  
Page 2 of 2

minutes 8 seconds West a distance of 82.00 feet to a point; thence along a curve to the right having a radius of 685.00 feet, an arc distance of 54.80 feet, having a chord length of 54.79 feet and a chord direction of North 39 degrees 24 minutes 59 seconds West to a point; thence North 32 degrees 38 minutes 30 seconds West a distance of 151.07 feet to a point; thence North 26 degrees 47 minutes 55 seconds West a distance of 62.65 feet to a point; thence South 36 degrees 25 minutes 42 seconds East a distance of 216.19 feet to a point; thence along a curve to the left having a radius of 440.00 feet, an arc distance of 38.61 feet, having a chord length of 38.60 feet and a chord direction of South 38 degrees 56 minutes 29 seconds East to a point; thence South 49 degrees 12 minutes 30 seconds West a distance of 13.09 feet to a point; thence South 61 degrees 48 minutes 48 seconds East a distance of 2.18 feet to a point; thence South 64 degrees 3 minutes 37 seconds East a distance of 15.87 feet to a point; thence along a curve to the right having a radius of 90.00 feet, an arc distance of 103.17 feet, having a chord length of 97.62 feet and a chord direction of South 31 degrees 13 minutes 9 seconds East to a point; thence South 1 degree 37 minutes 19 seconds West a distance of 38.20 feet to a point; thence South 39 degrees 50 minutes 3 seconds West a distance of 25.53 feet to a point; thence South 49 degrees 1 minute 20 seconds East a distance of 13.32 feet to the Actual Point of Beginning.

The described tract contains 12427 square feet or 0.29 acres more or less.

RESOLUTION NO.

A RESOLUTION SUPPORTING ST.CHARLES COUNTY LEADERSHIP IN ADOPTING A  
PRESCRIPTION DRUG MONITORING PROGRAM FOR ST. CHARLES COUNTY AND  
URGING THE GENERAL ASSEMBLY TO ADOPT A PRESCRIPTION DRUG  
MONITORING PROGRAM FOR THE STATE OF MISSOURI

WHEREAS, overdose deaths involving prescription opioids have quadrupled since 1999, as have sales of these prescription drugs; and

WHEREAS, at least half of all U.S. opioid overdose deaths each year involve a prescription opioid; and

WHEREAS, in 2014, almost 2 million Americans abused or were dependent on prescription opioids; and

WHEREAS, the United States has a prescription drug abuse problem that does not appear to be dissipating in the near future; and

WHEREAS, prescription drug databases can be used to track the filling and dispensing of prescriptions drugs to ensure appropriate prescribing practices and assist in combating prescription drug abuse; and

WHEREAS, 49 states in the United States have enacted a prescription drug database to identify people who are acquiring excess prescription drugs and the physicians who are distributing those prescription drugs; and

WHEREAS, Missouri is the only state in the United States to have not implemented a prescription drug database; and

WHEREAS, St. Charles County is considering adopting its own prescription drug monitoring program; and

WHEREAS, the Board of Aldermen of the City of St. Peters finds and determines that it is in the interest of the general health, safety and welfare of the residents of the City to support the St. Charles County Council in adopting a prescription drug monitoring program and to urge

the Missouri General Assembly to enact legislation to adopt a prescription drug monitoring program.

NOW THEREORE, BE IT RESOLVED BYT TH BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

Section 1. That the City of St. Peters, Missouri supports the St. Charles County Council in adopting a prescription drug monitoring program and urges the General Assembly of the State of Missouri to become the 50<sup>th</sup> state to enact a prescription drug monitoring program to assist in combating prescription drug abuse.

Section 2. That a copy of this Resolution be forwarded to members of the St. Charles County Council and to our St. Charles County Legislative Delegation.

Read and adopted this 22<sup>nd</sup> day of September, 2016.

---

As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk

No.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF OFFICIAL INTENT OF THE CITY OF ST. PETERS, MISSOURI, TOWARD THE ISSUANCE OF INDUSTRIAL REVENUE BONDS TO FINANCE AN INDUSTRIAL DEVELOPMENT PROJECT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO**

**WHEREAS**, the City of St. Peters, Missouri (the “City”) is authorized and empowered under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

**WHEREAS**, Duke Realty Limited Partnership, an Indiana Limited Partnership (“Duke”) and Best Buy Company of Minnesota, a Minnesota corporation (“Best Buy”), have requested the City issue its industrial development revenue bonds in an approximate principal amount of \$15,000,000 (the “Bonds”) to provide funds to pay certain costs of acquiring and constructing a facility to be located at 2000 Premier Parkway, within the 370 Business Park in the City, to be used for warehouse purposes (the “Project”); and

**WHEREAS**, the bonds will be payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to Duke or Best Buy; and

**WHEREAS**, the City has determined that it is necessary and desirable to declare the official intent of the City to finance the costs of the Project from the proceeds of the Bonds, subject to certain terms and conditions set forth in this Resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:**

**Section 1. Finding of Public Benefit.** The Board of Aldermen hereby finds and determines that the Project will promote the economic well-being and industrial development of the City and the taxing districts encompassing the area of the Project, and that the issuance of the Bonds to pay the cost of the Project will be in furtherance of the public purposes set forth in the Act.

**Section 2. Declaration of Intent.** The Board of Aldermen hereby declares the intent of the City to issue the Bonds to provide funds to finance the costs of the Project, subject to the conditions set forth in this Resolution.

**Section 3. Limited Obligations.** The Bonds shall be limited special revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to Duke or Best Buy. The Bonds and the interest thereon shall not be a debt of the City or the State of Missouri, and neither the City nor the State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

**Section 4. Conditions to Issuance of Bonds.** This Resolution constitutes a statement of intent of the Board of Aldermen. The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are subject, in the sole discretion of the City, to the following conditions:

- (a) approval by the Board of Aldermen of a plan for industrial development in accordance with Section 100.050 of the Act;
- (b) authorization by ordinance of the Board of Aldermen;
- (c) obtaining any other necessary governmental approvals for the Project;
- (d) agreement by the City, Duke, Best Buy and the purchaser of the Bonds on (1) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (2) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, the sale of which Bonds is the sole responsibility of Duke and Best Buy; and
- (e) receipt by the City of satisfactory indemnification for all matters relating to the Project.

**Section 5. Reimbursement for Project Costs.** Duke and Best Buy are hereby authorized to proceed with the purchase and construction of the Project, including the entering of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. If the Bonds are issued, Duke and Best Buy may be reimbursed solely out of the proceeds thereof for expenditures paid or incurred in connection with the Project.

**Section 6. Notice to Taxing Districts.** The City Clerk, on behalf of the Board of Aldermen, shall send such notices as are required by the Act in connection with the issuance of the Bonds.

**Section 7. Preparation of Documents.** The City Attorney and Gilmore & Bell, P.C., as Bond Counsel, and the officers, employees and representatives of the City, are hereby authorized to work with the Purchaser of the Bonds, Duke, Best Buy, their counsel and others, to prepare for submission to and final action by the Board of Aldermen all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project.

**Section 8. Further Authority.** The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the structure and sale of the Bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

**Section 9. Cancellation.** If for any reason the Bonds are not issued within one year after the date of adoption of this Resolution, this Resolution shall be deemed canceled, and neither party will thereafter have any rights under this Resolution against the other, except that Duke and Best Buy will reimburse the City for all fees and out-of-pocket expenses incurred by the City, its counsel and Bond Counsel in connection with the Project.

**Section 10. No Priority of Issuance.** Nothing in this Resolution restricts the City or the State of Missouri or any agency or political subdivision thereof, in determining the order or priority of the issuance of Bonds by the City or to require the City to give the Bonds priority as to issuance or time of issuance over any other bonds previously or subsequently approved by the City.

**Section 11. Effective Date.** This Resolution shall be in full force and effect from and after the date of its passage.

Read and adopted this 22<sup>nd</sup> day of September, 2016.

(SEAL)

---

As Presiding Officer and as Mayor  
Len Pagano, Mayor

Attest: \_\_\_\_\_  
Patricia E. Smith, City Clerk