



CITY OF ST. PETERS BOARD OF ALDERMEN

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

October 24, 2019 – 6:30 P.M.

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation
 - 2. Pledge of Allegiance
 - 3. Recognition: Girl Scout Gold Award, Alyssa Miller
 - 4. Recognition: Random Acts of Kindness
 - 5. Proclamation: 29th Annual No Hunger Holiday, Mike Narkawicz
 - 6. Proclamation: “Small Business Saturday”, Scott Tate with Chamber of Commerce
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of October 10, 2019](#); and the [Regular Board of Aldermen meeting of October 10, 2019](#).
- E. Reports of Officers, Boards and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions
 - 2. City Administrator’s Report:
 - 3. Report of Director, Planning, Community and Economic Development:
 - a. PUD Agreement, Christian Church (Disciples of Christ) of Mid America – Powers
 - 4. St. Peters Business Spotlight: None
- F. Open Forum
 - 1. Citizens Petitions and Comments

2. Communications from the Elected Officials
 3. Announcements
- G. Public Hearings: None
- H. Unfinished Business Items: None
- I. New Business Items:
1. [Bill No. 19-146: Bill](#) authorizing and directing the City Administrator of the City of St. Peters, Missouri, to execute a Planned Urban Development Agreement with the Christian Church (Disciples of Christ) of Mid America and L3 Investments, LLC for development of Sunnyside Court
 2. [Bill No. 19-147: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into Permanent Pedestrian/Biking Trail Easement Agreements for the Special District Trail Project (Klondike Partners, L.P., Hannegan Properties LLC, Jerome Burkemper Trust, Mutual Assurance Company Partnership Trust and Klondike Group, Inc.)
 3. [Bill No. 19-148: Bill](#) authorizing the Mayor of the City of St. Peters, Missouri to execute a First Amendment to the Agreement by and between St. Charles County and the City of St. Peters to amend their contract for Use of St. Charles County Transportation Sales Tax Funds for reconstruction and improvement of Spencer Road
 4. [Bill No. 19-149: Bill](#) approving a Record Plat within the City of St. Peters, Missouri, for the purpose of recording in St. Charles County, Missouri (7757 Mexico Road)
 5. [Bill No. 19-150: Bill](#) approving a Record Plat within the City of St. Peters, Missouri, for the purpose of recording in St. Charles County, Missouri (Pecan Tree Subdivision)
 6. [Bill No. 19-151: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into agreements providing for Permanent Drainage and Utility Easements and/or Temporary Construction Easements for construction of the Hunters Valley Storm Water Improvements Project – P-33 (Fisher/Korzenborn/Connelly)
 7. [Bill No. 19-152: Bill](#) accepting for maintenance the dedication of a certain right turn lane on Premier Parkway, certain water main and associated valve, and certain storm sewer lines located within and connected with “Fed Ex” Development (Scannell Properties #300, LLC)
 8. [Bill No. 19-153: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement providing for a Permanent Drainage Easement for construction of the Sun River Village/McClay Meadows Stormwater Improvement Project – P-21 (Celtic Crossing Apartments, LLC)
 9. [Resolution](#) amending Resolution No. 1546 of the City of St. Peters, Missouri, which amended Resolution No. 1458, which amended Resolution No. 1405, which amended Resolution No. 1194, which amended Resolution No. 1086, by deleting the Mission of the Parks and Recreation Advisory Board Statement in its entirety and adding, in lieu thereof, the purpose of the Parks, Recreation and Arts Advisory Board
 10. [Resolution](#) of the City of St. Peters adopting the St. Louis Regional Hazard Mitigation Plan 2020-2025 (Updated 2019)

11. [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: October 21, 2019 at 9:00 a.m.

By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: November 14, 2019



CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
October 10, 2019

The Work Session was called to order at approximately 5:00 p.m. on Thursday, October 10, 2019 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; Board President Bateman; Alderman Barclay; Alderman Reimer; Alderman Reitmeyer; Alderman Townsend; Alderman Trupiano; Burt Benesek, Transportation and Development Services Manager; Rick Oloteo, Recreation and Cultural Services Manager; Bill Malach, Water Environment Services Manager; Jeff Hutsler, Parks and Golf Services Manager; Cathy Pratt, Staff Support Services Manager; Rick Struttman, Police Chief; Russ Batzel, City Administrator; Special Counsel John Young; and Patty Smith, City Clerk. Alderman Hollingsworth and Alderman Violet were absent.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOA ITEMS FOR DISCUSSION

No items were discussed.

MAYOR/CITY ADMINISTRATOR ITEM

UNFINISHED BUSINESS ITEMS: NONE

NEW BUSINESS ITEMS:

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to remove Discussion Regarding the Parking of Commercial Vehicles in Commercial Parking Lots from the agenda for discussion. The motion was approved.

DISCUSSION REGARDING THE PARKING OF COMMERCIAL VEHICLES IN COMMERCIAL PARKING LOTS – MAYOR/REITMEYER/TOWNSEND

Mayor advised he initially received a resident complaint of commercial vehicles parked on residential streets in the Country Hill Subdivision. After contact with the vehicles' owner, the commercial vehicles were then moved to the Country Hill Plaza. After a resident complained to the plaza owner, the commercial vehicles were then moved to another lot. Discussion ensued on how to prevent commercial vehicles from parking on privately owned parking lots; and possibly address this from a zoning code enforcement. After a discussion among the Aldermen and recommendations made, Aldermen agreed to have staff to look into ideas to

further review and rectify this situation. **No further Board of Aldermen action is required on this item.**

Alderman Reitmeyer moved and Alderman Reimer seconded the motion to remove Recommendation for Towing Service Contract from the agenda for discussion. The motion was approved.

RECOMMENDATION FOR TOWING SERVICE CONTRACT – STRUTTMANN

Chief Struttman stated the City received three (3) bids for the Police Department's Towing Service Contract. Bidders provided costs for their towing services for police authorized tows, City authorized tows, and private request tows. After a thorough review, staff is recommending awarding A-One for the City towing services contract and storage services. Questions from the Board of Aldermen were addressed. No further comments or questions. **This is business item I-04 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Townsend moved and Alderman Bateman seconded the motion to remove Draft Resolution/ Regional 2020-2025 Updated Hazard Mitigation Plan from the agenda for discussion. The motion was approved.

DRAFT RESOLUTION/ REGIONAL 2020-2025 UPDATED HAZARD MITIGATION PLAN – HICKEY

Lieutenant Tim Hickey, Director of Emergency Management, gave a PowerPoint presentation overview on the Updated 2020-2025 St. Louis Regional Hazard Mitigation Plan. The Mitigation Plan was prepared by East-West Gateway Council of Governments; it covers St. Louis City, St. Louis, St. Charles, Jefferson, and Franklin Counties; and is required to be renewed every five years. He explained the purpose of the plan, what the plan covers, and what the plan factors in. The partnerships within the governments, businesses, and community will suggest mitigation plans, provide education programs, identify and respond to special needs issues and warning and evacuation measures.

Federal Emergency Management Agency (FEMA) requires local governments and school districts to adopt an updated plan by resolution every five years. By adopting the plan, the City of St. Peters will be eligible to apply for federal or state financial aid in implementing pre-disaster mitigation projects. With Board approval, a draft resolution will be placed on the October 24, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to place this item on the October 24, 2019 Board of Aldermen meeting agenda. **The motion was approved. This item will be placed on the October 24, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Reitmeyer seconded the motion to remove 1st Amendment Agreement with St. Charles County for Spencer Road Reconstruction Project from the agenda for discussion. The motion was approved.

1ST AMENDMENT AGREEMENT WITH ST. CHARLES COUNTY FOR SPENCER ROAD RECONSTRUCTION PROJECT – BENESEK

Mr. Benesek recounted that in 2018, the City of St. Peters was awarded St. Charles County Road Board funds for 80% of the total estimated cost of the Spencer Road Reconstruction project. This project will remove, replace and upgrade Spencer Road from Willott Road to Thoele Road/Springwood Drive, to provide more durable pavement, control vehicle speeds and improve pedestrian safety. In 2019, this project was also awarded 80% federal reimbursement funding for construction only. To account for the federal funds now allocated to the project, St. Charles County has requested the Road Board funding agreement be amended to reduce the St. Charles County Road Board funding to allow funds to be reallocated to other approved projects. With Board approval, a draft ordinance will be placed on the October 24, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to place this item on the October 24, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the October 24, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Reimer seconded the motion to remove Draft Resolution Amending Parks, Recreation and Arts Advisory Board By-Laws from the agenda for discussion. The motion was approved.

DRAFT RESOLUTION AMENDING PARKS, RECREATION AND ARTS ADVISORY BOARD BY-LAWS – HUTSLER

Mr. Hutsler informed that the Parks, Recreation and Arts Advisory Board recently approved their by-laws. In order to be consistent with other City Boards and Commissions, they are changing their mission statement and purpose statement. In addition, they are including the word “arts” to be included in the purpose statement. Changes to the by-laws require Board of Aldermen approval in the form of a Resolution, which was included in tonight’s Work Session packet. With Board approval, a draft resolution will be placed on the October 24, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to place this item on the October 24, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the October 24, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Townsend seconded the motion to remove Draft Ordinances to Execute Agreements with SCC Ambulance District and Central County Fire and Rescue from the agenda for discussion. The motion was approved.

DRAFT ORDINANCES TO EXECUTE AGREEMENTS WITH SCC AMBULANCE DISTRICT AND CENTRAL COUNTY FIRE AND RESCUE – BATZEL

Mr. Batzel stated that intergovernmental agreements with St. Charles County Ambulance and Central County Fire and Rescue are needed for the Medline Industries Project in Premiere 370. He stated that both district Boards have passed agreements to approve up to 50% tax abatement for their districts, consistent with their terms and conditions that the

City will impose on the Chapter 100 for the Medline Project. The final Chapter 100 ordinance will be on the November Board of Aldermen meeting agenda. **This is business items I-06 and I-07 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Reitmeyer 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 October 10, 2019. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to accept the City Clerk's report regarding the Destruction of Record forms that are provided in the Work Session packet and to be entered into the October 10, 2019 minutes of the Board of Aldermen. The motion was approved. **No further Board of Aldermen action is required on this item.**

MISCELLANEOUS UPDATES – BATZEL

- 2019 CELEBRATE ST. PETERS REVIEW - BEDIAN

Lisa Bedian, Director of Communications, gave a "wrap up" update on 2019 Celebrate St. Peters. She thanked the elected officials, sponsors, staff, volunteers, and residents for attending Celebrate St. Peters on September 20-21 and informed that there were over 20,000 attendees over the two days of festivities. Staff will review suggestions and ideas for planning next year's event; which will be September 18-19, 2020. She stated the format will remain with the country theme on Friday evening and classic rock theme for Saturday entertainment next year. She also thanked the weekend's many sponsors. The Aldermen provided a couple of suggestions for next year regarding the handicapped parking and the drop off area near the concert location.

Ms. Bedian invited everyone to the St. Peters 30th Anniversary Tree Lighting ceremony on December 6th at 6:30 p.m. with special guests Butch Wax and the Hollywoods performing a Holiday Hop. No further comments or questions from the Board of Aldermen.

BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

Mr. Batzel stated that this is not a revision but reported that City Clerk Smith did email to the Mayor and Board of Aldermen yesterday, the attachment to Business Item I-07 on tonight's Board of Aldermen meeting agenda.

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 OF THE WORK SESSION

Alderman Reitmeyer moved and Alderman Reimer seconded the motion to adjourn the Work Session meeting. The motion was approved and the Work Session meeting was adjourned at approximately 6:09 p.m.

Submitted by,

Patricia E. Smith
City Clerk

DRAFT



CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN REGULAR MEETING MINUTES
OCTOBER 10, 2019

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 6:30 p.m. on October 10, 2019, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. Present were: Mayor Pagano; Alderman Barclay; Board President Bateman; Alderman Reimer; Alderman Reitmeyer; Alderman Townsend; Alderman Trupiano; Special Counsel Young; Chief Struttman; City Administrator Batzel; and City Clerk Smith. Alderman Hollingsworth and Alderman Violet were absent. City Clerk Smith delivered the Invocation. Cub Scout Pack 936 led the Pledge of Allegiance and the following Scouts attended the meeting: Dylan, Clayton, Conner, Max and Geoff.

CENSUS BUREAU, RECRUITER JIM PEPPER

Mr. Jim Pepper, a member of the 2020 Census Bureau is recruiting people to work with them at the Census Bureau for various positions. Mr. Pepper stressed the importance of an accurate census including federal dollars and grants for your community. Questions were addressed from the Board of Aldermen and staff.

PRESENTATION: BARNES-JEWISH ST. PETERS & PROGRESS WEST FOUNDATION, KRISTIN WILLIAMS

Ms. Kristin Williams gave a video presentation for Barnes-Jewish St. Peters and Progress West Foundation. Ms. Williams spoke of the numerous programs and benefits available with the Foundation.

PROCLAMATION: 85TH ANNIVERSARY OF THE KIEL OPERA HOUSE, ED GOLTERMAN

Alderman Barclay presented Ed Golterman with a Proclamation for the 85th anniversary of the Kiel Opera House. Mr. Golterman spoke on the benefits of arts in the community.

APPROVAL OF MINUTES: THE BOARD OF ALDERMEN WORK SESSION MEETING OF SEPTEMBER 26, 2019; AND THE REGULAR BOARD OF ALDERMEN MEETING OF SEPTEMBER 26, 2019

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to approve the Board of Aldermen Work Session meeting minutes of September 26, 2019; and the Regular Board of Aldermen meeting minutes of September 26, 2019. All in favor, the motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS

None

CITY ADMINISTRATOR'S REPORT

None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

None

ST. PETERS BUSINESS SPOTLIGHT: None

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS

None

COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

ANNOUNCEMENTS

PUBLIC HEARINGS

None

UNFINISHED BUSINESS ITEMS

None

NEW BUSINESS ITEMS

MOTION/APPROVED: BILL NO. 19-139: ORDINANCE NO. 7211: AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A CONTRACT WITH JOE MACHENS FORD LINCOLN FOR THE PURCHASE OF EIGHT POLICE INTERCEPTOR UTILITY SUV VEHICLES

Alderman Reitmeyer moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read Bill No. 19-139 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-139 passed becoming Ordinance No. 7211.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Absent Bateman: Yes Townsend: Yes
AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 2 MAYOR:

MOTION/APPROVED: BILL NO. 19-140: ORDINANCE NO. 7212: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT WITH SCHULTE SUPPLY FOR THE PURCHASE OF RESIDENTIAL AND COMMERCIAL WATER METERS AND MISCELLANEOUS METER COMPONENTS

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. 19-140 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Reitmeyer moved and Alderman Townsend 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 Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-140 passed becoming Ordinance No. 7212.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Absent Bateman: Yes Townsend: Yes
AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 2 MAYOR:

MOTION/APPROVED: BILL NO. 19-141: ORDINANCE NO. 7213: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN SUBRECIPIENT AGREEMENT BETWEEN ST. CHARLES COUNTY (GRANTEE) AND THE CITY OF ST. PETERS (SUBRECIPIENT) FOR CONDUCTING CITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS WITH 2019 FEDERAL FUNDING

Alderman Reimer moved and Alderman Townsend seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Townsend seconded the motion to read Bill No. 19-141 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Townsend moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-141 passed becoming Ordinance No. 7213.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Absent Bateman: Yes Townsend: Yes
AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 2 MAYOR:

Alderman Reitmeyer stepped out of the meeting in progress at 7:35 p.m.

MOTION/APPROVED: BILL NO. 19-142: ORDINANCE NO. 7214: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CONTRACT FOR THE TOWING SERVICES AGREEMENT WITH A-ONE TOWING, L.L.C.

Alderman Reimer moved and Alderman Trupiano seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Trupiano seconded the motion to read Bill No. 19-142 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Bateman moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-142 passed becoming Ordinance No. 7214.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Absent
Trupiano: Yes Violet: Absent Bateman: Yes Townsend: Yes
AYES: 5 NAYS: 0 ABSTENTIONS: 0 ABSENT: 3 MAYOR:

Alderman Reitmeyer returned to the meeting in progress at 7:36 p.m.

MOTION/APPROVED: BILL NO. 19-143: ORDINANCE NO. 7215: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A TERMINATION OF TEMPORARY CONSTRUCTION EASEMENTS FOR TWO (2) TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR THE CONSTRUCTION OF SPENCER ROAD (TRUSTEES OF FRANK DALLAVALLE)

Alderman Townsend moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Townsend moved and Alderman Reimer seconded the motion to read Bill No. 19-143 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Barclay moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-143 passed becoming Ordinance No. 7215.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Absent Bateman: Yes Townsend: Yes
AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 2 MAYOR:

MOTION/APPROVED: BILL NO. 19-144: ORDINANCE NO. 7216: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE AN AGREEMENT WITH CENTRAL COUNTY FIRE & RESCUE FOR THE MEDLINE INDUSTRIES, INC. PROJECT

Alderman Reitmeyer moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read Bill No. 19-144 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Trupiano read the Bill. Alderman Reitmeyer moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-144 passed becoming Ordinance No. 7216.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Absent Bateman: Yes Townsend: Yes
AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 2 MAYOR:

MOTION/APPROVED: BILL NO. 19-145: ORDINANCE NO. 7217: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE AN AGREEMENT WITH ST. CHARLES COUNTY AMBULANCE DISTRICT FOR THE MEDLINE INDUSTRIES INC. PROJECT

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. 19-145 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman

Townsend moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Townsend moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-145 passed becoming Ordinance No. 7217.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Absent Bateman: Yes Townsend: Yes
AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 2 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 called at this time.

ADJOURNMENT

Alderman Bateman moved and Alderman Townsend seconded the motion to adjourn the Regular Board of Aldermen meeting. Motion approved and the Regular Board of Aldermen meeting adjourned at approximately 7:42 p.m.

Respectfully submitted,

Patricia E. Smith
City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A PLANNED URBAN DEVELOPMENT AGREEMENT WITH THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF MID AMERICA AND L3 INVESTMENTS, LLC FOR DEVELOPMENT OF SUNNYSIDE COURT

WHEREAS, The Christian Church (Disciples of Christ) of Mid America, are owners owner and L3 Investments, LLC are owner under contract of an approximately 2.62 acre tract of land; and

WHEREAS, L3 Investments, LLC is desirous of developing the property for single family homes; and

WHEREAS, all parties believe it to be in their mutual best interests to amend the terms and conditions as set forth in the Planned Urban Development Agreement, in substantially the form attached hereto.

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 is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a PUD Agreement with The Christian Church (Disciples of Christ) of Mid America and L3 Investments, LLC for development of a tract of land in substantially the form attached hereto and marked as Exhibit A.

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 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 24th day of October, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

Exhibit A

PLANNED URBAN DEVELOPMENT AGREEMENT Sunnyside Court

THIS PUD DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of October, 2019, by and among the CITY OF ST. PETERS, MISSOURI, a Fourth Class City in the County of St. Charles, Missouri, and a municipal corporation organized and existing under the laws of the State of Missouri (hereinafter collectively referred to as “City”) and The Christian Church (Disciples of Christ) of Mid America, a Missouri corporation (hereinafter referred to as “Owner”) and L3 Investments, LLC, a Missouri limited liability company, (hereinafter referred to as “Owner under Contract”) (Owner and Owner Under Contract hereinafter sometimes referred to collectively as “Property Owner”).

WITNESSETH:

WHEREAS, Owner is the fee simple owner of an approximately 2.62 acre tract of land legally described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the “Property”); and

WHEREAS, Owner Under Contract is desirous of developing the Property for single-family residences; and

WHEREAS, the City and Property Owner desire to enter into an agreement setting forth Owner Under Contract’s intended development of the Property, as contemplated by the City’s Zoning and Subdivision Regulations established by Title IV. Land Use, Chapter 405 of the St. Peters City Code, along with any amendments thereto (the “Zoning Ordinance”); and

WHEREAS, the Property is zoned R-1 Single Family Residential District; and

WHEREAS, Property Owner is requesting approval of a Planned Urban Development to include single family residences; and

WHEREAS, City and Property Owner desire that a Planned Urban Development, as defined and provided for by the appropriate sections of the Zoning Ordinance, be established upon the Property, and that the Property be developed in a manner consistent with the Site Plan and/or Preliminary Plat attached hereto as Exhibit B and incorporated herein by this reference (the “Development Plan”); and

WHEREAS, City, in approving the Planned Urban Development (PUD) designation for the Property, along with approval of the Development Plan, requires that a contract be entered into for the purpose of providing for completion of the Development Plan so approved and restricting the land uses to those indicated in the Development Plan.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property Owner will proceed with construction of the Planned Urban Development in accordance with the aforementioned Development Plan (or in accordance with a revised Development Plan, if any such be proposed by the Property Owner, or its successors or assigns, and subsequently be approved by the City, all in conformance with the then controlling sections of the Zoning Ordinance).
2. Property Owner will cause to be prepared and submitted to the City for its approval, all necessary plans for the installation of public streets, street lights, storm and sanitary sewers, waterlines, sidewalks, street signs and other appurtenant public structures required, if any.
3. Property Owner will cause to be prepared and submitted to the City for its approval, a final plat, suitable for recording with the County Recorder of Deeds, upon which will be shown all land, if any, to be dedicated for public street purposes, and all easements necessary for the installation or maintenance of public utilities, if any.
4. Property Owner agrees that construction of the public improvements will be commenced on the Property within a period of two (2) years from the date of this Agreement. In the event that such construction is not commenced on the Property within said two (2) year period, then the Development Plan approved by the Board of Aldermen, hereinafter referred to as the "Board", shall terminate and be deemed null and void unless such time period is extended by the Planning and Zoning Commission, hereinafter referred to as the "Commission", for due cause shown, and approved by the Board. Upon termination of the Development Plan, the Planning and Zoning Commission shall review any changes in the Zoning District Map approved herein. If the Commission finds said changes to no longer be appropriate, the Commission shall recommend to the Board that the map be revised in accordance with the procedures for changes and amendments.

The Property Owner further agrees that the construction of all public improvements shall be completed within three (3) years from the start of such construction, or five (5) years from the date hereof, whichever is less, unless such periods are extended by the Commission, for due cause shown, and approved by the Board.

5. The City agrees that Property Owner (or its successors in interest) are entitled to develop the land described in Exhibit A in conformance with the Development Plan, except that as concerns those matters not addressed therein, Property Owner will comply with the Ordinances of the City.
6. Property Owner agrees that it will develop the Property for single-family residential uses only as shown on the Development Plan, to be submitted to the City consistent with the requirements of the Zoning Ordinance, and Property Owner and City further agree that if construction of the public improvements for the Property is not completed in accordance with the terms of Section 4 hereof and the aforesaid Development Plan, or such extension thereof as may be granted by the City, then the remaining undeveloped portion of the Property may not be developed nor will any building permits be issued unless and until a new Agreement is approved by the City and Property Owner, or unless the undeveloped portion of the Property is first rezoned.
7. City will issue building permits with respect to the Property in as timely a manner as practicable, or will enumerate in writing the reasons, if any, why such permits cannot be issued, so that Property Owner may efficiently pursue completion of the Development Plan within the time frames set forth herein.
8. Property Owner, having to the best of its knowledge provided City with all information required by the appropriate sections of the Zoning Ordinance pertaining to a Planned Urban Development, agrees that any information inadvertently omitted will be provided upon request, as soon as it may reasonably be obtained.
9. The uses permitted on the Property shall include single-family dwellings.
 - a. Each unit shall include a two car garage that shall comply with the minimum standards of the R-1 Single Family District set forth in Section 405.130 of the Zoning Ordinance.
10. Building setbacks shall be as follows:
 - a. All residences and accessory structures shall comply with the setback regulations of the R-1 Single Family District set forth in Section 405.130 of the Zoning Ordinance.
11. Access and Roadways:
 - a. The development shall be accessed via a single road from Sunnyside Drive at a location approved by St. Charles County Highway Department.
12. Management of stormwater shall comply with the St. Peters City Code.
13. City trash service shall serve the Property, including recycling services, until such time as not required by the City of St. Peters.

14. All electric service serving the Property shall be run underground unless otherwise waived by the City Engineer.
15. All street lighting shall be installed per the St. Peters City Code.
16. All yards, private streets, and other common areas shall be maintained in perpetuity by an organization of homeowners formed concurrent with the recording of a record plat for the subdivision of the Property consistent with the Development Plan.
17. The City shall accept for dedication in accordance with City ordinances any public streets, streetlights, water, storm and sanitary sewer main lines serving the Property. Following the installation of all such public improvements on the Property by Property Owner, the City shall inspect the same and provided they conform to the plans and specifications approved by the City for the same, the City shall accept the same for dedication. The City and Property Owner shall enter into a standard escrow agreement for these public improvements whereby Property Owner shall deposit with the City a construction deposit, a sum for grading and restoration, and a maintenance deposit, all in compliance with and pursuant to Section 405.460.F of the St. Peters City Code.
18. Property Owner may, with the prior written approval of the City, assign its rights and obligations under this Agreement in connection with any conveyance of its interest in all or part of the Property to any third party who is not a signatory to this Agreement, provided that (i) any such assignee agrees to assume the Property Owner's obligations under this Agreement with respect to the Property, (ii) upon such assignment and assumption, Property Owner shall, as relates to the Property, be released from the terms hereof, and (iii) any assignment of the rights or obligations hereunder shall be in writing and shall be recorded in the records of the Office of the Recorder of Deeds of St. Charles County, Missouri. Anything to the contrary contained herein notwithstanding, this Agreement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, and their successors and assigns.
19. In the event the parties hereto desire to make a non-material change to this Agreement, the City Administrator of the City shall have the power to enter into a written agreement incorporating such change into the Agreement and to bind the City thereby. No amendment or change to this Agreement shall be valid unless the same is in writing, signed by both parties.
20. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
21. The City hereby approves the Development Plan attached to this Agreement as Exhibit B, subject to the qualifications contained herein.

22. Property Owner agrees that all public improvements shall be constructed to meet all applicable state and local codes, and shall comply with all of the City's applicable Ordinances and street construction standards.
23. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any alleged breach or default thereof, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.
24. Time is of the essence with respect to this Agreement.
25. This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements and understandings, if any, between the parties hereto or the predecessors in interest of either of them with respect to the subject matter hereof.
26. City, Owner and Owner under Contract each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the City and Property Owner, respectively, except as otherwise specifically set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

SEAL

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

Attest:

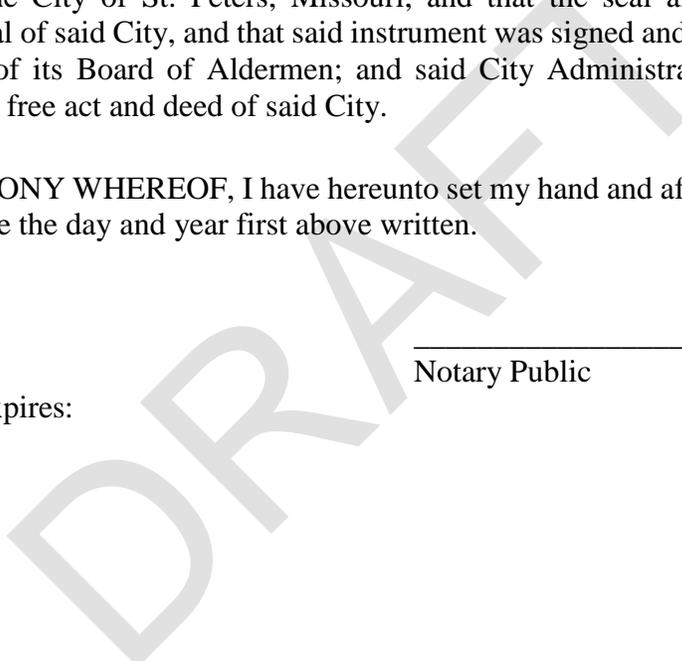
Patricia E. Smith, City Clerk

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

On this ____ day of _____, 2019, before me appeared Russell W. Batzel, City Administrator, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, 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 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 the day and year first above written.

My Commission Expires: _____
Notary Public



OWNER UNDER CONTRACT:

L3 INVESTMENTS, LLC

By: _____
Gregory Loeffler, Member

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2019, before me personally appeared GREGORY LOEFFLER, to me personally known, who, being by me duly sworn, did say that he is a _____ of L3 INVESTMENTS, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and said GREGORY LOEFFLER acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF BEING PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 35, TOWNSHIP 47 NORTH, RANGE 3 EAST, ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 489 OF SUNNY MEADOW ESTATES PLAT THREE AS RECORDED IN PLAT BOOK 15, PAGE 5 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE NORTH LINE OF SAID LOT 489 AND ITS PROLONGATION SOUTH 80 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 308.50 FEET TO A POINT IN THE NORTH LINE OF LOT 500 OF SAID SUNNY MEADOW ESTATES PLAT THREE; THENCE LEAVING SAID NORTH LINE NORTH 12 DEGREES 34 MINUTES 02 SECONDS EAST, A DISTANCE OF 154.53 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND CONVEYED TO JACOB L. & ASHLEY E. OLENDORFF BY THE INSTRUMENT RECORDED IN DEED BOOK 6375, PAGE 2117 OF SAID ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE CONTINUING ALONG THE EAST LINE OF SAID OLENDORFF TRACT NORTH 42 DEGREES 42 MINUTES 14 SECONDS WEST, A DISTANCE OF 152.54 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF THE OLENDORFF TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 60 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 170.22 FEET TO A POINT; THENCE NORTH 40 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 97.23 FEET TO A POINT; THENCE NORTH 86 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 174.36 FEET TO A POINT IN THE WESTERN RIGHT-OF-WAY LINE OF SUNNY SIDE DRIVE (50' WIDE); THENCE ALONG SAID WESTERN LINE SOUTH 01 DEGREES 44 MINUTES 29 SECONDS WEST, A DISTANCE OF 381.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT CONTAINS 114,365 SQUARE FEET OR 2.63 ACRES, MORE OR LESS, AS CALCULATED FROM A SURVEY PERFORMED BY THD DESIGN GROUP, INC. IN AUGUST OF 2019. SUBJECT TO ALL BUILDING LINES, EASEMENTS, CONDITIONS, COVENANTS, CONVEYANCES, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY, RECORDED OR UNRECORDED, IF ANY.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO PERMANENT PEDESTRIAN/BIKING TRAIL EASEMENT AGREEMENTS FOR THE SPECIAL DISTRICT TRAIL PROJECT (KLONDIKE PARTNERS, L.P., HANNEGAN PROPERTIES LLC, JEROME BURKEMPER TRUST, MUTUAL ASSURANCE COMPANY PARTNERSHIP TRUST AND KLONDIKE GROUP, INC.)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the City of St. Peters pedestrian trail system within the Special District; and

WHEREAS, construction of said improvements necessitates obtaining pedestrian/biking trail easements from Klondike Partners, L.P., Hannegan Properties LLC, Jerome Burkemper Trust, Mutual Assurance Company Partnership Trust and the Klondike Group, Inc.

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

SECTION NO. 1. The City does hereby accept and agrees to a permanent pedestrian/biking trail 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 Pedestrian/Biking Trail Easement Agreement, in substantially the form attached hereto and made a part hereof, with Klondike Partners, L.P., Hannegan Properties LLC, Jerome Burkemper Trust and Mutual Assurance Company Partnership Trust, for the Special District Trail Project.

SECTION NO. 2. The City does hereby accept and agrees to a permanent pedestrian/biking trail 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

Pedestrian/Biking Trail Easement Agreement, in substantially the form attached hereto and made a part hereof, with Klondike Group, Inc., for the Special District Trail Project.

SECTION NO. 3. 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, said easement agreements with Klondike Partners, L.P., Hannegan Properties LLC, Jerome Burkemper Trust, Mutual Assurance Company Partnership Trust and the Klondike Group, Inc., for the Special District Trail Project.

SECTION NO. 4. The City Clerk is hereby directed to cause said Permanent Pedestrian/Biking Trail Easement Agreements to be recorded in the office of the St. Charles County, Missouri, Recorder of Deeds.

SECTION NO. 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 NO. 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 NO. 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 24th day of October, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

DRAFT

No.

PERMANENT PEDESTRIAN/BIKING TRAIL EASEMENT AGREEMENT

This instrument, made and entered into this _____ day of _____, 2019, by and between, Klondike Group, Inc., a Missouri corporation, c/o Richard P. Norden, President, whose mailing address is 4680 Mexico Road, St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and the City of St. Peters, a Missouri municipal corporation, whose mailing address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter referred to as GRANTEE.

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

A Perpetual, Non-Exclusive Easement, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of constructing a Pedestrian/Biking Trail in, on, upon, along, over, under, through and across the herein described Easement to be located in accordance with certain plans for St. Peters Apartments Trail Project prepared for the City of St. Peters, Missouri. The GRANTEE shall have the right to survey, stake, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to, and relocate at will, at any time, said walking trail. GRANTEE covenants and agrees that after any construction or repair work done on and to the easement herein granted, that it will restore the surface as nearly as practicable to its prior condition.

GRANTEE shall indemnify and defend GRANTOR against and save GRANTOR and the land upon which the Easement is located, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands, and obligations, including, without limitation, reasonable attorney's fees, for personal injury resulting from the construction, operation, and use of the Easement and improvements thereon by GRANTEE or those acting as agents for GRANTEE.

GRANTOR covenants and agrees that they will not erect or cause to be erected any installation, structure, or other building on the Easement herein granted or interfere with the proper construction or use of said utility structures.

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 GRANTOR

GRANTEE:

City of St. Peters
a Missouri municipal corporation

SEAL

Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2019, 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 my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

RESUBDIVISION OF LOT
1 OF I-70 EXECUTIVE
CENTRE
PB. 40 PG. 348

N/F
KLONDIKE PARTNERS, L.P.
HANNEGAN PROPERTIES LLC
JEROME BERKEMPER TRUST
MUTUAL ASSURANCE CO.
PARTNERSHIP TRUST
ID# 2-0117-9493-00-001C.00

LOT 1C

N/F
CITY OF ST. PETERS
PRT OF LOT 1C
(ORD. 6778)

N/F
CITY OF ST. PETERS
DB. 6713 PG. 2296
ID# 2-0117-9104-00-000A.00

COMMON GROUND
& UTILITY EASEMENT

LOT 1D-B
N/F
KLONDIKE GROUP INC
ID# 2-0117-9377-00-001D.B0

ST. PETERS
EXECUTIVE CENTRE
PLAT 5
PB. 40 PG. 141

LOT 1D-A
N/F
THOMAS BLYTHE PROPERTIES
LLC
ID# 2-0117-9377-00-001D.00

S02° 11' 12"W 419.95'

GRAPHIC SCALE



(IN FEET)
1 inch = 120 ft.

220.16'
100.07'
100.07'
258.29'
191.53'

N89° 27' 18"E 870.12'

N/F
MACY GRAY HOLDINGS LLC
ID# 2-0063-S032-00-0002.60
#5300 MEXICO RD.

CENTERLINE
16'w PERMANENT
TRAIL & MAINTENANCE
EASEMENT

N87° 36' 53"W 751.30'

MEXICO ROAD

N86° 40' 25"W
127.39'

N03° 38' 56"E 373.47'

EXHIBIT

ST. PETERS CENTRE BLVD.

EASEMENT EXHIBIT

A TRACT OF LAND BEING PART OF LOT 1D-B OF ST. PETERS EXECUTIVE CENTRE PLAT 5
AS RECORDED IN PLAT BOOK 40 PG. 141, TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

DATE 6/30/17

5890\SURVEY\EXHIBIT\TRAIL-ESMT2.DWG

PERMANENT PEDESTRIAN/BIKING TRAIL EASEMENT AGREEMENT

This instrument, made and entered into this ____ day of _____, 2019, by and between, Klondike Partners, L.P., a Missouri limited partnership, c/o Richard Norden, Manager, whose mailing address is 4680 Mexico Road, St. Peters, Missouri 63376; Hannegan Properties LLC, a Missouri limited liability company, c/o J. Michael Hannegan, Manager, whose mailing address is 223 N. Main Street, St. Peters, Missouri 63376; Jerome Burkemper Trust dated 11/23/1993, c/o Timothy J. Burkemper, Trustee, whose mailing address is 1211 S. Duchesne Drive, St. Charles, Missouri 63301; and Mutual Assurance Company Partnership Trust, whose mailing address is 219 Caliburn Court, Weldon Spring, Missouri 63304, each as to an undivided ¼ interest, hereinafter referred to as GRANTOR, and the City of St. Peters, a Missouri municipal corporation, whose mailing address is #1 St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376, hereinafter referred to as GRANTEE.

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

A Perpetual, Non-Exclusive Easement, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of constructing a Pedestrian/Biking Trail in, on, upon, along, over, under, through and across the herein described Easement to be located in accordance with certain plans for St. Peters Apartments Trail Project prepared for the City of St. Peters, Missouri. The GRANTEE shall have the right to survey, stake, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to, and relocate at will, at any time, said walking trail. GRANTEE covenants and agrees that after any construction or repair work done on and to the easement herein granted, that it will restore the surface as nearly as practicable to its prior condition.

GRANTEE shall indemnify and defend GRANTOR against and save GRANTOR and the land upon which the Easement is located, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands, and obligations, including, without limitation, reasonable attorney's fees, for personal injury resulting from the construction, operation, and use of the Easement and improvements thereon by GRANTEE or those acting as agents for GRANTEE.

GRANTOR covenants and agrees that they will not erect or cause to be erected any installation, structure, or other building on the Easement herein granted or interfere with the proper construction or use of said utility structures.

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 GRANTOR and GRANTEE 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.

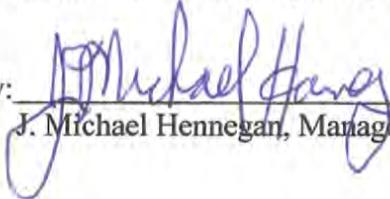
To Have and to Hold the said ***Easement***, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

Hannegan Properties LLC
a Missouri limited liability company

By: 
J. Michael Hennegan, Manager

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

On this 26th day of September, 2019, before me personally appeared J. MICHAEL HANNEGAN, Manager, of Hannegan Properties LLC, known to me to be the person who executed the within Permanent Pedestrian/Biking Trail 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.


Notary Public

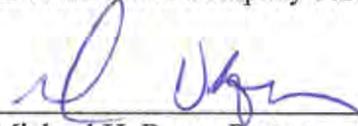
My Commission Expires: 12/19/19

DAWN A. HOLMAN
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 11282637
My Commission Expires December 19, 2019

GRANTOR:

Mutual Assurance Company Partnership Trust

By:
Mutual Assurance Company Partnership, L.L.C.

By: 
Michael H. Bross, Partner

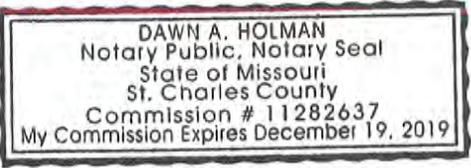
STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 26th day of September, 2019, before me personally appeared MICHAEL H. BROSS, Partner, Mutual Assurance Company Partnership, L.L.C. (formerly known as Mutual Assurance Company Partnership Trust), a Missouri limited liability company, known to me to be the person who executed the within Permanent Pedestrian/Biking Trail 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.


Notary Public

My Commission Expires: 12/19/19



GRANTEE:

City of St. Peters
a Missouri municipal corporation

SEAL

Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2019, 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 my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

RESUBDIVISION OF LOT
1 OF 1-70 EXECUTIVE
CENTRE
PB. 40 PG. 348

N/F
KLONDIKE PARTNERS, L.P.
HANNEGAN PROPERTIES LLC
JEROME BERKEMPER TRUST
MUTUAL ASSURANCE CO.
PARTNERSHIP TRUST
ID# 2-0117-9493-00-001C.00

LOT 1C

N/F
CITY OF ST. PETERS
PRT OF LOT 1C
(ORD. 6778)

N/F
CITY OF ST. PETERS
DB. 6713 PG. 2296
ID# 2-0117-9104-00-000A.00

COMMON GROUND
& UTILITY EASEMENT

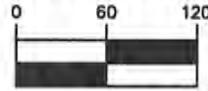
LOT 1D-B
N/F
KLONDIKE GROUP INC
ID# 2-0117-9377-00-001D.B0

ST. PETERS
EXECUTIVE CENTRE
PLAT 5
PB. 40 PG. 141

LOT 1D-A
N/F
THOMAS BLYTHE PROPERTIES
LLC
ID# 2-0117-9377-00-001D.00

S02° 11' 12"W 419.95'

GRAPHIC SCALE



(IN FEET)

1 inch = 120ft.

220.16'

N89° 27' 18"E 870.72'

100.07'

100.07'

258.29'

191.53'

CENTERLINE
16'w PERMANENT
TRAIL & MAINTENANCE
EASEMENT

N/F
MACY GRAY HOLDINGS LLC
ID# 2-0063-S032-00-0002.60
#5300 MEXICO RD.

N87° 36' 53"W 751.30'

MEXICO ROAD

N86° 40' 25"W
127.39'

N03° 38' 56"E 373.47'

EXHIBIT

ST. PETERS CENTRE BLVD.

EASEMENT EXHIBIT

A TRACT OF LAND BEING PART OF LOT 1C OF RESUBDIVISION OF LOT 1 OF 1-70 EXECUTIVE CENTRE AS RECORDED IN PLAT BOOK 40 PAGE 348 TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

DATE 6/30/17

5890\SURVEY\EXHIBIT\TRAIL-ESMT5.DWG

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF ST. PETERS TO AMEND THEIR CONTRACT FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR RECONSTRUCTION AND IMPROVEMENT OF SPENCER ROAD

WHEREAS, the City entered into an Agreement with St. Charles County for use of St. Charles County transportation sales tax funds for the reconstruction and improvements of Spencer Road signed on February 4, 2019, which was authorized on January 17, 2019, by Ordinance No. 7082; and

WHEREAS, it is recommended to execute the First Amendment to the Agreement by and between St. Charles County and the City of St. Peters for use of St. Charles County transportation sales tax funds for reconstruction and improvements of Spencer Road, from Willott Road to Thoele Road/Springwood Drive, by reducing the St. Charles County Road Board funding due to the fact federal funds have been allocated to this project.

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 he is hereby authorized to execute a first amendment to the agreement with St. Charles County, Missouri, on behalf of the City of St. Peters, which shall provide for reconstruction and improvements of Spencer Road from St. Charles County Transportation Sales Tax funds.

SECTION 2. That the first amendment to the agreement shall be in substantially the same form as attached hereto and incorporated by reference herein as Exhibit "A".

SECTION 3. Whenever there is a conflict between this ordinance and any existing City ordinance, the provisions set forth herein shall govern.

SECTION 4. Each separate provision of this ordinance shall be deemed independent of all other provisions herein, and if any provision of this ordinance shall be declared invalid then all other provisions shall remain valid and enforceable.

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 24th day of October, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

Exhibit "A"

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF SAINT PETERS TO AMEND THEIR CONTRACT FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR RECONSTRUCTION AND IMPROVEMENT OF SPENCER ROAD

This First Amendment to the Agreement by and between ST. CHARLES COUNTY, MISSOURI (hereinafter "County") and the CITY OF SAINT PETERS (hereinafter "Municipality"), pursuant to Section 70.220 R.S.Mo., hereby amends the Agreement by and between the County and Municipality for use of St. Charles County Transportation Sales Tax Funds to reconstruct and install safety improvements to Spencer Road, executed on February 4, 2019.

Whereas, the Municipality and County have executed a cost share agreement authorized by County Ordinance No. 18-110 that outlines a funding partnership for the construction of the above-referenced road improvement project; and

Whereas, except as set forth below by the amendments herein, the terms, conditions and project scope shall remain the same as set out in the above-referenced original, executed Agreement.

NOW THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. The parties therefore amend SECTION ONE of the above-referenced Agreement as specified below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

The County Executive has been authorized by Ordinance 18-110 to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed ~~[\$1,336,164]~~ **\$434,128** ("County Contribution Amount").

Section 2. The parties therefore amend SECTION TWO of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Willott Road to Thoele Road / Springwood Drive. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as ~~[\$1,670,206]~~ **\$1,750,000**.

~~[The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.]~~

The Municipality will be reimbursed from federal funds for 80% of actual construction costs, up to a maximum of \$1,207,340. All other costs, including engineering and right-of-way will be shared by the Municipality and County based on the cost share outlined in the Municipality's application. As outlined in the application, the County will reimburse the Municipality for 80% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

Section 3. The parties therefore amend SECTION TEN of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

~~[Municipality agrees to apply for federal funds from the East West Gateway Council of Governments ("EWGCOG"). Municipality shall submit a copy of its proposed application to the County Roads and Traffic Manager for review and concurrence before filing such application.]~~

~~Should federal funds not be received, Municipality shall discuss its project application with EWGCOG and resubmit a revised application. This process shall be repeated until federal funds are received or final design plans have been approved by the County Roads and Traffic Manager.~~

~~Costs for the Project will be reapportioned between the parties should federal funds or funds from any other source be secured for the Project as outlined below.~~

- ~~(A) The County and Municipality will share federal funds and funds from any other sources based on the cost share percentages provided in Section Two.~~
- ~~(B) The County Contribution Amount will be reduced by the County's share of additional funds secured.~~
- ~~(C) The County will reimburse the Municipality in an amount of the cost share percentage provided in Section Two of the remainder of eligible project costs after federal funds and funds from any other source have been deducted from reimbursement requests prepared by the Municipality in accordance with Section Fourteen, up to the limit of the County Contribution Amount.]~~

Municipality acknowledges that it has been approved to receive federal funds for this project and, therefore, the standard conditions of this section do not apply.

Section 4. The parties therefore amend SECTION TWELVE of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

~~[Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2022. The County may deduct One Thousand Two Hundred Twenty Five Dollars (\$1,225.00) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2018.]~~

Timely completion is an essential element of this contract; however, the standard liquidated damages provision shall not apply since federal funds have been secured. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2019

Executed by the Municipality this _____ day of _____, 2019

CITY OF SAINT PETERS, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

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 (7757 MEXICO ROAD)

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

7757 Mexico Road

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

SECTION 1. The record plat, 7757 Mexico Road, 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 24th day of October, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

DRAFT

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 (PECAN TREE SUBDIVISION)

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

Pecan Tree Subdivision

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

SECTION 1. The record plat, Pecan Tree Subdivision, 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 24th day of October, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AGREEMENTS PROVIDING FOR PERMANENT DRAINAGE AND UTILITY EASEMENTS AND/OR TEMPORARY CONSTRUCTION EASEMENTS FOR CONSTRUCTION OF THE HUNTERS VALLEY STORM WATER IMPROVEMENTS PROJECT – P-33 (FISHER/KORZENBORN/CONNELLY)

WHEREAS, the City of St. Peters encompasses a land area of approximately 22 square miles and contains more than 47 miles of waterways, 250 storm water basins, and 166 miles of storm sewer pipe as part of the storm water collection and conveyance system; and

WHEREAS, the Missouri Department of Natural Resources has issued a Municipal Separate Storm Sewer System (MS4) discharge permit for the City that requires management of storm water discharges and implementation of best management practices for the watershed area identified in the MS4 permit for the purpose of achieving improved water quality; and

WHEREAS, it is in the best interests of the citizens of the City of St. Peters to complete projects identified in the City's Storm Water Watershed Management Plan in order to comply with the requirements of the MS4 permit and to improve water quality; and

WHEREAS, construction of the Hunters Valley Stormwater Improvements Project – P-33 necessitates obtaining a temporary construction easement from Walter Fisher and Jane Fisher; a temporary construction easement and a permanent drainage and utility easement from Debra A. Korzenborn; and a permanent drainage and utility construction easement from Bradley C. Connelly.

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

SECTION NO. 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 providing for a temporary construction easement, by Temporary Construction Easement Agreement, in substantially the form attached hereto and made a part hereof, with Walter Fisher and Jane Fisher, husband and wife; a temporary construction easement, by Temporary Construction Easement Agreement, and a permanent drainage and utility easement, by Permanent Drainage and Utility Easement Agreement, in substantially the forms attached hereto and made a part hereof, with Debra A. Korzenborn; and a permanent drainage and utility easement, by Permanent Drainage and Utility Easement Agreement, in substantially the form attached hereto and made a part hereof, with Bradley C. Connelly, a single person, for the Hunters Valley Stormwater Improvements Project – P-33.

SECTION NO. 2. That the City Clerk is hereby directed to cause said Permanent Drainage and Utility Easement Agreements to be recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION NO. 3. Savings.

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 NO. 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 NO. 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 24th day of October, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

Permanent Drainage and Utility Easement Agreement

This Agreement, made and entered into as of the 27th day of September, 20 19, by and between Bradley C. Connelly, a single person, whose mailing address is 28 Shagbark Court, St. Peters, Missouri 63376, (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, P.O. Box 9, St. Peters, Missouri 63376 (hereinafter "GRANTEE").

Witnesseth, that the 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 are hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Perpetual Right and Non-Exclusive Easement, for the purposes of constructing, reconstructing, using, stabilizing, planting vegetation, water lines, storm and sanitary sewer lines, telephone, electric, gas, and cable utility systems, and patrolling said systems, and other appurtenances thereto, in, on, upon, along, over, under, through and across the herein easement as 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, the storm water ditch, 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 property of the GRANTOR 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

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 _____, 20____, 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:

Permanent Drainage and Utility Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 20____, by and between Debra A. Korzenborn, whose mailing address is 26 Shagbark Court, St. Peters, Missouri 63376, (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, P.O. Box 9, St. Peters, Missouri 63376 (hereinafter “GRANTEE”).

Witnesseth, that the 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 are hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Perpetual Right and Non-Exclusive Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, water lines, storm and sanitary sewer lines, telephone, electric, gas, and cable utility systems, and patrolling said systems, and other appurtenances thereto, in, on, upon, along, over, under, through and across the herein easement as 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, the storm water ditch, 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 property of the GRANTOR 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 storm water 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) introducing or planting of additional trees, grasses or other vegetation; (b) manipulating or altering the natural watercourses; (c) dumping of any waste or unsightly or offensive material; or (d) changing the topography of the Easement Area in any manner.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTEE:

CITY OF ST. PETERS MISSOURI

a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

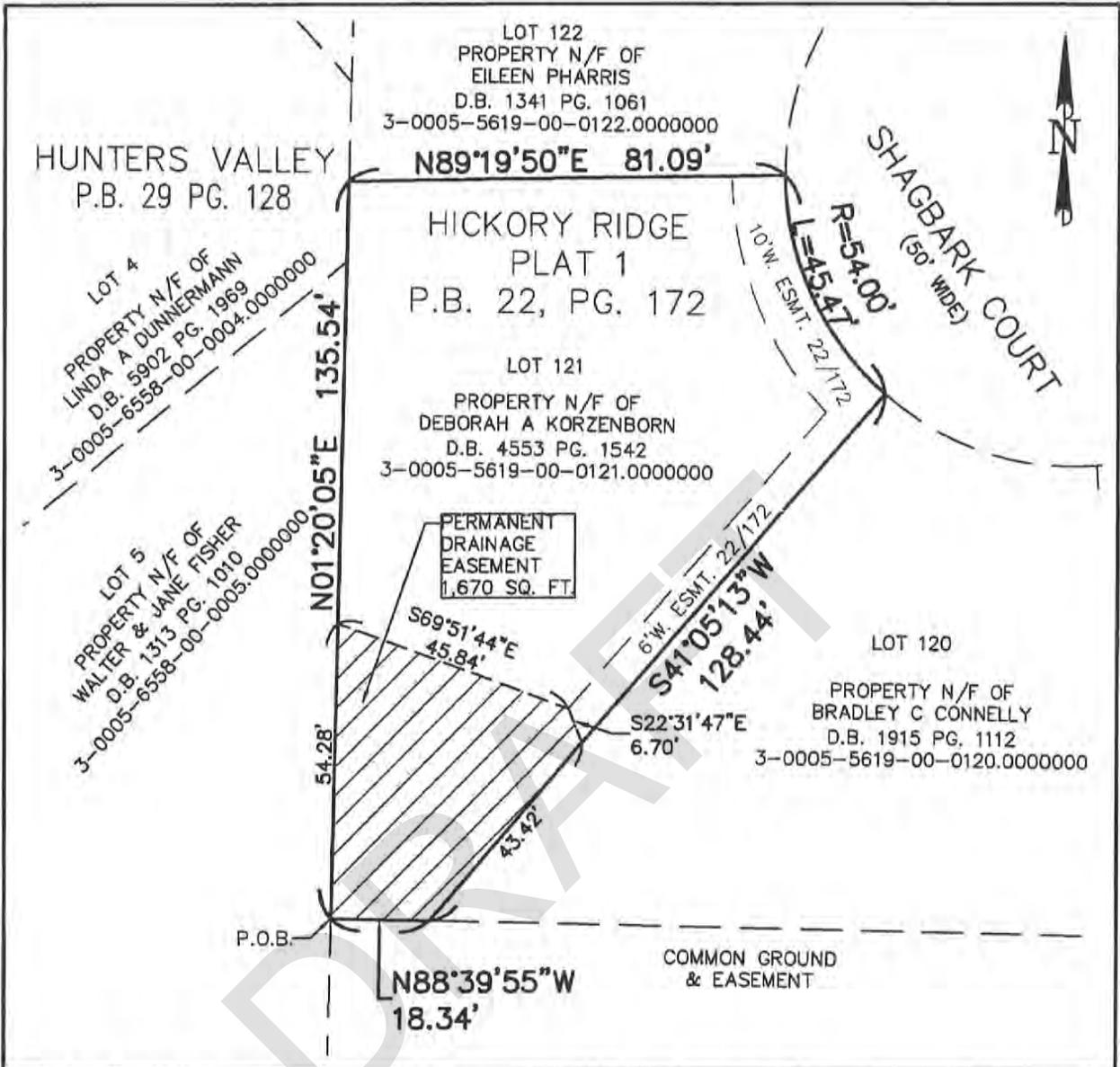
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 20____, 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:



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

GENERAL NOTES:
 1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

EXHIBIT A	
DATE:	04/16/19
DRAWN:	GAW
SCALE:	1"=30'
PROJECT:	18-17387E
FILE:	17387BPDE2
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

PERMANENT DRAINAGE EASEMENT

LOT 121
 "HICKORY RIDGE PLAT ONE",
 P.B. 22, PGS.172-173
 TOWNSHIP 46 NORTH, RANGE 4 EAST
 ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
 MARK E. COLLINS
 4-19-19
 NUMBER
 PLS-2006000173
 PROFESSIONAL LAND SURVEYOR

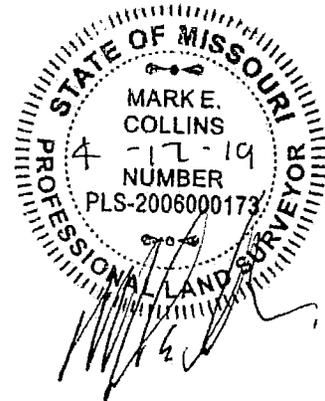
MARK E. COLLINS
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2006000173

EASEMENT DESCRIPTION
1,670 SQUARE FEET
APRIL 16, 2019
BAX PROJECT NO. 18-17387B
GAW

PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF LOT 121 OF "HICKORY RIDGE PLAT ONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGES 172-173 OF THE ST. CHARLES COUNTY RECORDS, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 121 OF SAID "HICKORY RIDGE PLAT ONE", SAID POINT BEING ALSO THE NORTHWEST CORNER OF COMMON GROUND AND EASEMENT OF SAID PLAT; THENCE ALONG THE WEST LINE OF SAID LOT 121, NORTH 01 DEGREES 20 MINUTES 05 SECONDS EAST 54.28 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF SAID LOT 121, SOUTH 69 DEGREES 51 MINUTES 44 SECONDS EAST 45.84 FEET TO A POINT; THENCE SOUTH 22 DEGREES 31 MINUTES 47 SECONDS EAST 6.70 FEET TO A POINT IN THE WEST LINE OF LOT 120 OF SAID "HICKORY RIDGE PLAT ONE"; THENCE ALONG SAID WEST LINE OF LOT 120, SOUTH 41 DEGREES 05 MINUTES 13 SECONDS WEST 43.42 FEET TO A POINT, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF LOT 121 OF SAID PLAT; THENCE ALONG THE SOUTH LINE OF SAID LOT 121, NORTH 88 DEGREES 39 MINUTES 55 SECONDS WEST 18.34 FEET TO THE POINT OF BEGINNING CONTAINING 1,670 SQUARE FEET.



Temporary Construction Easement Agreement

This instrument, made and entered into this ____ day of _____, 20 __, by and between, Debra A. Korzenborn, whose mailing address is 26 Shagbark Court, St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, a Missouri municipal corporation, 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, as more particularly described on Exhibit "A", 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, except as noted in an Agreement on file with the City of St. Peters. This Temporary Construction Easement shall cease and terminate thirty (30) days after the construction work on the P-33 Hunters Valley Storm Sewer 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:

By: Debra A. Korzenborn
Debra A. Korzenborn

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

On this 3 day of October 2019, before me appeared Debra A. Korzenborn, to me personally known, to be the person described in and who executed the foregoing instrument acknowledged that he executed the same as his free act and deed.

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.

Nicola Jefferson
Notary Public

My Commission Expires: 12-25-2022



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

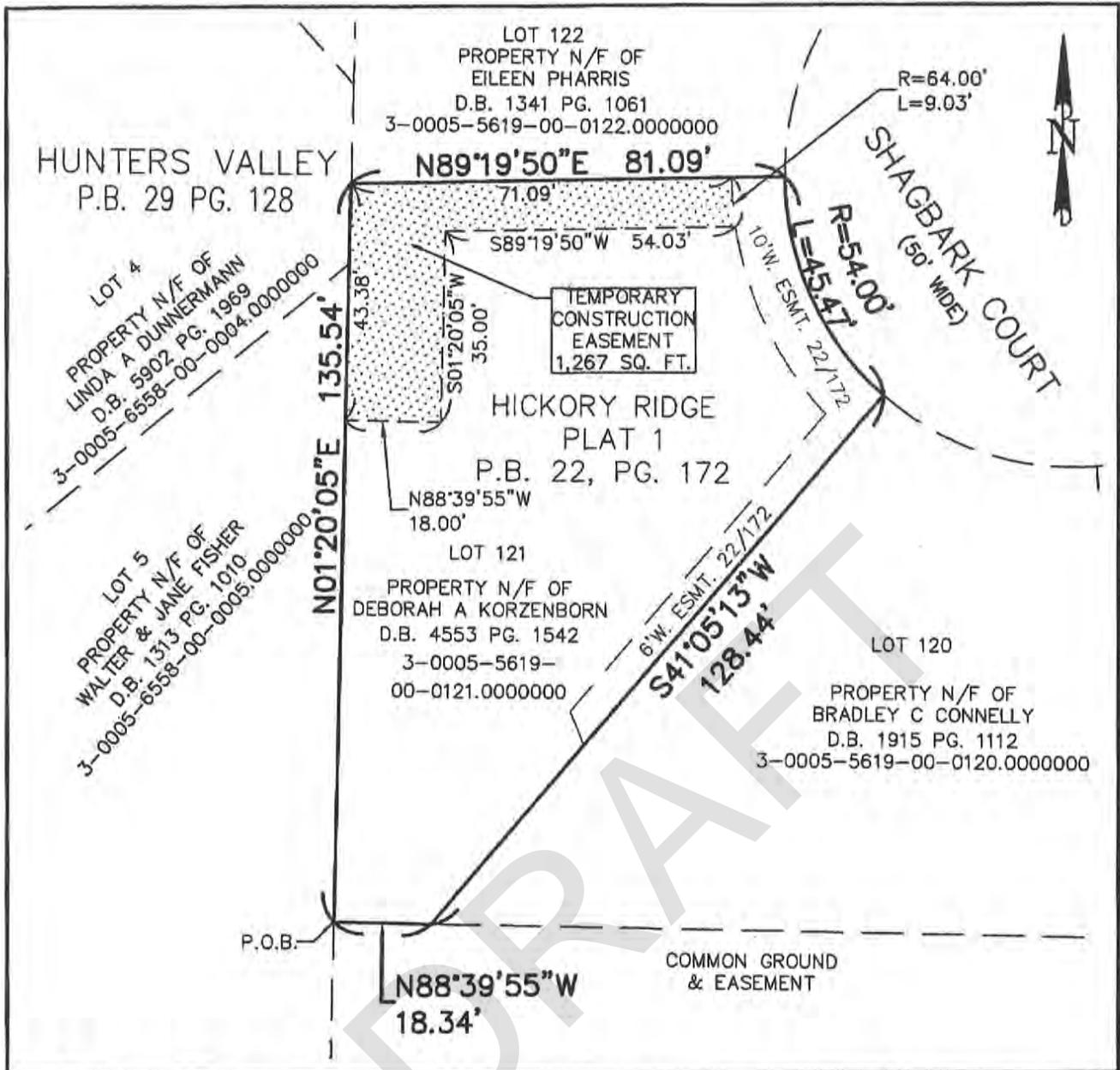
STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 20___, 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:



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

- GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

EXHIBIT A
 DATE: 07/09/19
 DRAWN: ERB
 SCALE: 1"=30'
 PROJECT: 18-17387B
 FILE: LOT 121 TCE
 SHEET: 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

LOT 121
 "HICKORY RIDGE PLAT ONE",
 P.B. 22, PGS. 172-173
 TOWNSHIP 46 NORTH, RANGE 4 EAST
 ST. CHARLES COUNTY, MISSOURI



MARK E. COLLINS
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2006000173

MISSOURI STATE
 CERTIFICATE OF
 AUTHORITY
 SURVEYING:
 #000144

Temporary Construction Easement Agreement

This instrument, made and entered into this 28th day of September, 2019 by and between, Walter Fisher and Jane Fisher, husband and wife, whose mailing address is 5 Hunters Valley Court, St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, a Missouri municipal corporation, 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, as more particularly described on Exhibit "A", 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, except as noted in an Agreement on file with the City of St. Peters. This Temporary Construction Easement shall cease and terminate thirty (30) days after the construction work on the P-33 Hunters Valley Storm Sewer 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:

By: 
Walter Fisher

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

On this 28th day of September 2019, before me appeared Walter Fisher, to me personally known, to be the person described in and who executed the foregoing instrument acknowledged that he executed the same as his free act and deed.

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.

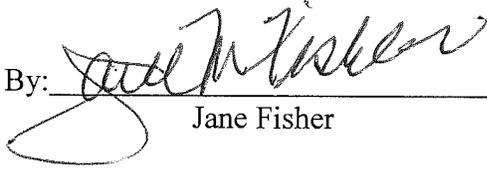


DANA PANHORST
My Commission Expires
October 17, 2022
St. Charles County
Commission #14954622


Notary Public

My Commission Expires:

GRANTOR:

By: 
Jane Fisher

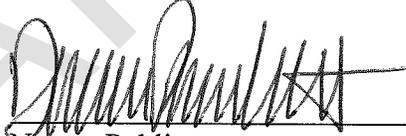
STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 28th day of September 2019, before me appeared Jane Fisher, to me personally known, to be the person described in and who executed the foregoing instrument acknowledged that he executed the same as his free act and deed.

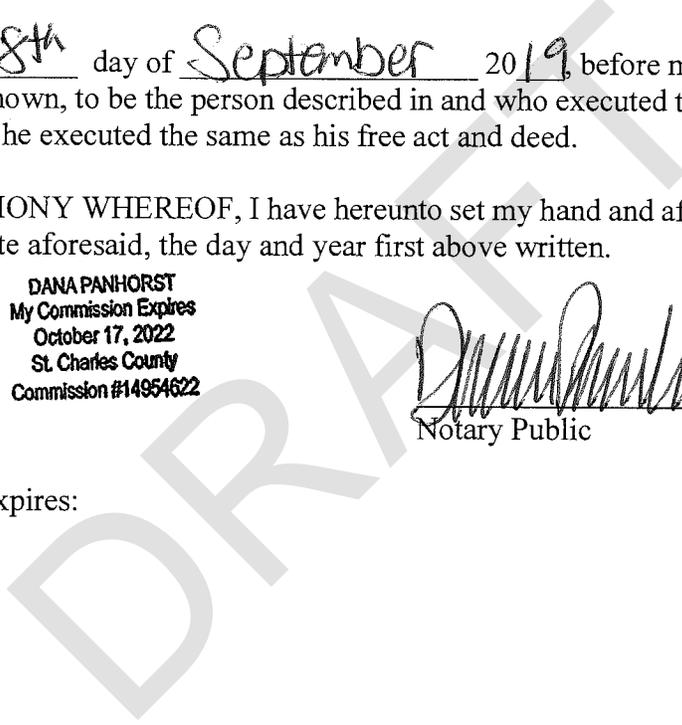
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



DANA PANHORST
My Commission Expires
October 17, 2022
St. Charles County
Commission #14954622


Notary Public

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

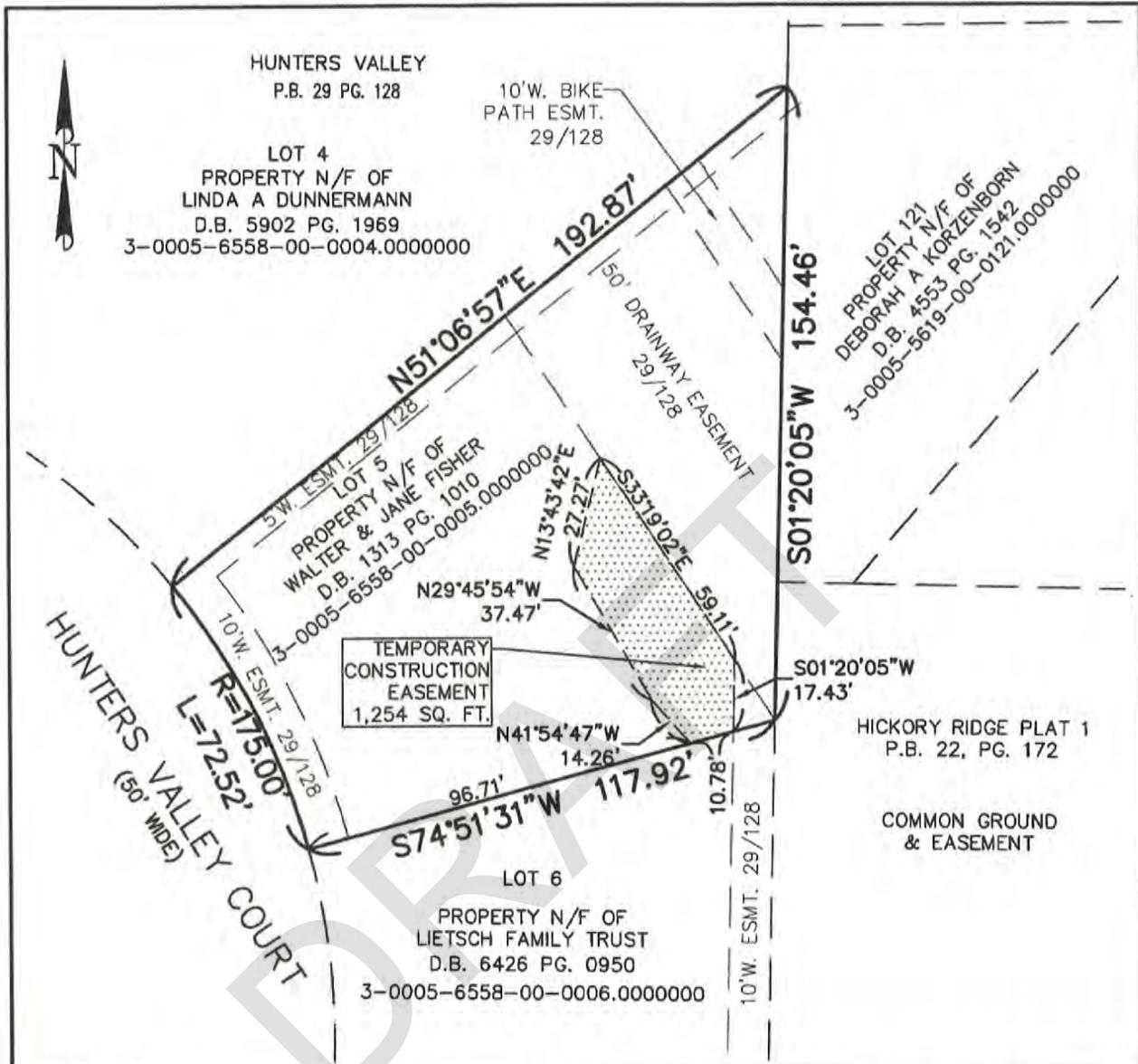
STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 20____, 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:



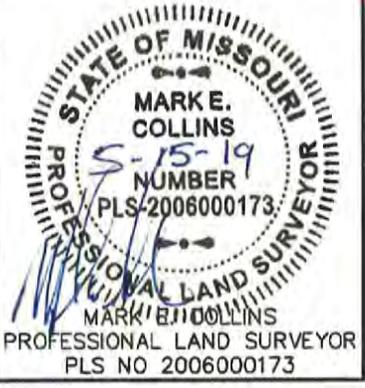
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

- GENERAL NOTES:**
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

EXHIBIT A
DATE: 05/14/19
DRAWN: GAW
SCALE: 1"=40'
PROJECT: 18-17387B
FILE: 17387BTCE1
SHEET: 1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

TEMPORARY CONSTRUCTION EASEMENT

LOT 5
"HUNTERS VALLEY"
P.B. 29, PG. 128,
TOWNSHIP 46 NORTH, RANGE 4 EAST,
ST. CHARLES COUNTY, MISSOURI



ORDINANCE NO.

AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF A CERTAIN RIGHT TURN LANE ON PREMIER PARKWAY, CERTAIN WATER MAIN AND ASSOCIATED VALVE, AND CERTAIN STORM SEWER LINES LOCATED WITHIN AND CONNECTED WITH “FED EX” DEVELOPMENT (SCANNELL PROPERTIES #300, LLC)

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

SECTION NO. 1. The City of St. Peters, Missouri does hereby accept for maintenance a certain right turn lane, so constructed along Premier Parkway, to wit:

200 lineal feet of right turn land on Premier Parkway along the north property lines of the “Fed Ex” property; and

SECTION NO. 2. The City of St. Peters, Missouri does hereby accept for maintenance a certain water main and associated valve connected with “Fed Ex” development, to wit:

Approximately 120 Lineal Feet of 10” water main and associated valve, crossing under Premier Parkway within the Premier Parkway right-of-way; and

SECTION NO. 3. The City of St. Peters, Missouri does hereby accept for maintenance certain storm sewer lines located within and connected with “Fed Ex” development, to wit:

70 lineal feet of 48” RCP from Structure 7271EOP081 to Structure 7271EOP082

SECTION NO. 4. That the certain right turn lane identified in Section No. 1 of this Ordinance, said certain water distribution lines and associated valve identified in Section No. 2, and said certain storm sewer lines identified in Section No. 3 of this Ordinance shall from and after the full execution of an Instrument of Dedication of Improvements, in substantially the form attached hereto and made a part hereof, are hereby dedicated to the City of St. Peters, Missouri, and shall become part of the public street and roadway system, the public water distribution system, and the storm sewer system of said city in perpetuity. Scannell Properties #300, LLC shall thereafter be relieved from further obligation with respect to the maintenance of said right turn lane, said certain water distribution lines and valve, and said certain storm sewer lines, except as may be contained within an executed Escrow Agreement Guaranteeing Improvements on file with the City.

No.

SECTION NO. 5. The Mayor of the City of St. Peters, Missouri, be and is hereby authorized to execute said Instrument of Dedication of Improvements which is by and between Scannell Properties #300, LLC and the City of St. Peters, Missouri, and the Clerk of the City of St. Peters, Missouri is hereby authorized to affix the seal of the City to said Instrument of Dedication of Improvements and directed to cause said document to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION NO. 6. 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 NO. 7. 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 NO. 8. 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 24nd day of October, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

No.

INSTRUMENT OF DEDICATION OF IMPROVEMENTS

THIS INSTRUMENT is made this _____ day of _____, 2019, by and between Scannell Properties #300, LLC, GRANTOR, an Indiana limited liability company authorized to do business in the State of Missouri, whose mailing address is 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240 and the City of St. Peters, Missouri, a Municipal Corporation, GRANTEE, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376.

WHEREAS, Scannell Properties #300, LLC, has constructed a right turn lane facilitating access to their property, and said right turn lane was built according to City of St. Peters standards for same and is located within street and roadway rights-of-way, to wit:

200 lineal feet of right turn lane on Premier Parkway along the north property line of the "Fed Ex" property; and

WHEREAS, Scannell Properties #300, LLC, has constructed a water distribution system, in and connected with "FedEx", and said system was constructed according to the City of St. Peters standards for same, and said system is located in either the street and roadway rights-of-way or city owned property; and

WHEREAS, Scannell Properties #300, LLC, has constructed a storm sewer system, in and connected with "FedEx", and said system was constructed according to the City of St. Peters standards for same, and said system is located in either the street and roadway rights-of-way or city owned property; and

WHEREAS, GRANTOR intends that the right turn lane, so constructed and identified above, become a part of the public street and roadway system of the City of St. Peters, Missouri; and

WHEREAS, GRANTOR intends that the water distribution system and the storm sewer system, so constructed and identified above, become part of the water distribution and storm sewer systems of the City of St. Peters, Missouri.

NOW THEREFORE, GRANTOR does hereby dedicate said right turn lane, to wit:

200 lineal feet of right turn lane on Premier Parkway along the north property line of the "Fed Ex" property

to become and hereafter to perpetually remain a public street and roadway of the City of St. Peters, Missouri.

GRANTOR, the owner of all the water lines located within and connected with "FedEx", does hereby dedicate the following certain water distribution lines contained within either the street and roadway rights-of-way or city owned property, to-wit:

Approximately 120 lineal feet of 10" water main and associated valve, crossing under Premier Parkway within the Premier Parkway right-of-way;

to the City of St. Peters, Missouri, and the same shall become a part of the water distribution system of said City in perpetuity.

WHEREAS, GRANTOR being the owner of the storm sewer lines located within and connected with "FedEx", does hereby dedicate the following storm sewer line contained within either the street rights-of-way or city owned property, to-wit:

70 lineal feet of 48" RCP from Structure 7271EOP081 to Structure 7271EOP082

to the City of St. Peters, Missouri, and the same shall become a part of the storm sewer system of said City in perpetuity.

The City of St. Peters, Missouri does hereby accept the aforesaid right turn lane as part of the public streets and roadway system, the aforesaid certain water lines as part of the public water distribution system and the aforesaid certain storm sewer lines as a part of the storm sewer system of said City in perpetuity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said GRANTOR and GRANTEE have executed these presents the day and year first above written.

GRANTOR:

Scannell Properties #300, LLC

an Indiana limited liability company
authorized to do business in the State of Missouri

By: *James C. Carlino*

Printed Name: *James C. Carlino*

Title: *Manager*

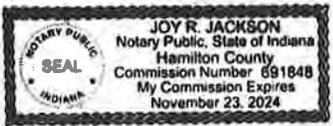
STATE OF *INDIANA*)

COUNTY OF *MARION*)

SS.

On this *14th* day of *October*, 2019, before me personally appeared *James C. Carlino*, as *Manager* of Scannell Properties #300, LLC, an Indiana limited liability company, known to me to be the person who executed the within Instrument of Dedication of Improvements in behalf of said limited liability company 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.



Joy R. Jackson
Notary Public

My Commission Expires: *11/23/24*

GRANTEE:

City of St. Peters
a Missouri municipal corporation

SEAL

Len Pagano, Mayor

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

On this _____ day of _____, 2019, before me appeared, Len Pagano, who being by me duly sworn, did say that he is the Mayor 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 Len Pagano 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:

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT PROVIDING FOR A PERMANENT DRAINAGE EASEMENT FOR CONSTRUCTION OF THE SUN RIVER VILLAGE/MCCLAY MEADOWS STORMWATER IMPROVEMENT PROJECT – P-21 (CELTIC CROSSING APARTMENTS, LLC)

WHEREAS, the City of St. Peters encompasses a land area of approximately 22 square miles and contains more than 47 miles of waterways, 250 storm water basins, and 166 miles of storm sewer pipe as part of the storm water collection and conveyance system; and

WHEREAS, the Missouri Department of Natural Resources has issued a Municipal Separate Storm Sewer System (MS4) discharge permit for the City that requires management of storm water discharges and implementation of best management practices for the watershed area identified in the MS4 permit for the purpose of achieving improved water quality; and

WHEREAS, it is in the best interests of the citizens of the City of St. Peters to complete projects identified in the City’s Storm Water Watershed Management Plan in order to comply with the requirements of the MS4 permit and to improve water quality; and

WHEREAS, construction of the Sun River Village/McClay Meadows Stormwater Improvement Project – P-21 necessitates obtaining a permanent drainage easement from Celtic Crossing Apartments, LLC.

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 providing for a permanent drainage easement, by Permanent Drainage Easement Agreement, with Celtic Crossing Apartments, LLC, a Missouri limited liability company, in substantially the form attached hereto and made a part hereof, for the Sun River Village/McClay Meadows Stormwater Improvement Project – P-21.

SECTION 2. That 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.

SECTION 3. Savings.

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.

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 24th day of October, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

No.

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the 20th day of May, 2019, by and between Celtic Crossing Apartments, LLC, a Missouri limited liability company, whose mailing address is 2650 South Hanley Road, Suite 200, St. Louis, Missouri 63144, 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

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 }

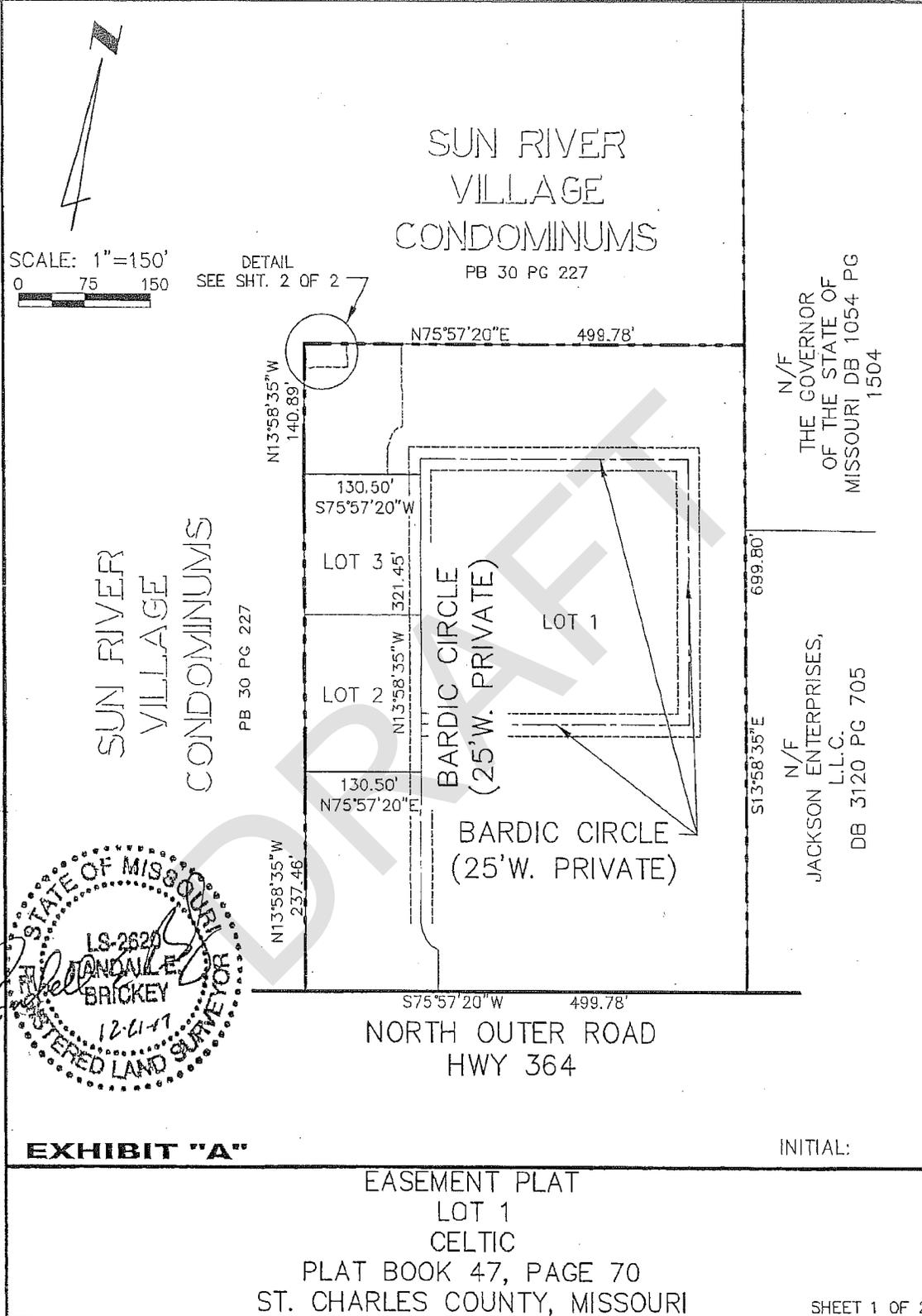
On this _____ day of _____, 20____, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said 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:

PLAN BOOK REFERENCE
P-21
(15034)



12/01/17

SHEET 1 OF 2
CELTIC LOT 1



SCALE: 1"=20'
0 10 20

SUN RIVER VILLAGE CONDOMINIUMS

PB 30, PGS 227-240

SUN RIVER VILLAGE
CONDOMINIUMS
PB 30, PGS 227-240

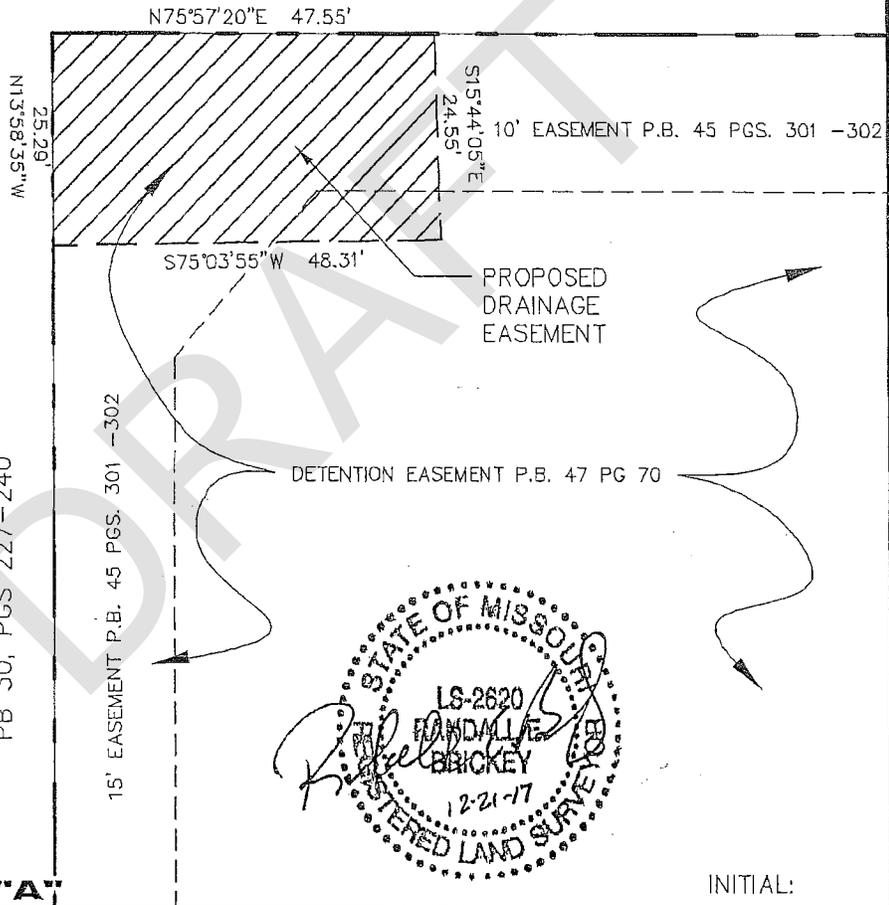


EXHIBIT "A"

EASEMENT PLAT
LOT 1
CELTIC
PLAT BOOK 47, PAGE 70
ST. CHARLES COUNTY, MISSOURI

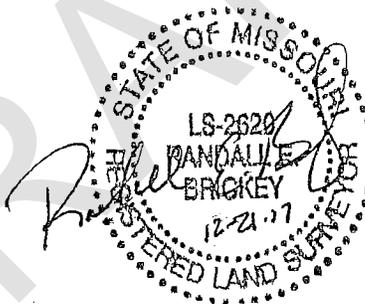
EXHIBIT "B"
REB

December 1, 2017

RE: Lot 1 Celtic PDE

A TRACT OF LAND BEING PART OF LOT 1 OF CELTIC, A SUBDIVISION RECORDED IN PLAT BOOK 47 PAGE 70 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING PROPERTY NOW OR FORMERLY OWNED BY CELTIC CROSSING APARTMENTS, LLC AS RECORDED BY DEED IN BOOK 6196 PAGE 753 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND IS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID NORTHWEST CORNER ALSO BEING ON THE SOUTH LINE OF SUN RIVER VALLEY CONDOMINIUMS, A SUBDIVISION RECORDED IN PLAT BOOK 30 PAGES 227 THROUGH 240 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE NORTH LINE OF LOT 1 AND THE SOUTH LINE OF SUN RIVER VALLEY CONDOMINIUMS, NORTH 75 DEGREES 57 MINUTES 20 SECONDS EAST, 47.55 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, SOUTH 15 DEGREES 44 MINUTES 05 SECONDS EAST, 24.55 FEET TO A POINT; THENCE SOUTH 75 DEGREES 03 MINUTES 55 SECONDS WEST, 48.31 FEET TO THE WEST LINE OF SAID LOT 1, SAID WEST LINE ALSO BEING ON THE EAST LINE OF SAID SUN RIVER VALLEY CONDOMINIUMS; THENCE ALONG THE WEST LINE OF LOT 1, NORTH 13 DEGREES 58 MINUTES 35 SECONDS WEST, 25.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,194 SQUARE FEET OR 0.0274 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY EFK MOEN, L.L.C. DURING THE MONTH OF NOVEMBER, 2017.



RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION NO. 1546 OF THE CITY OF ST. PETERS, MISSOURI, WHICH AMENDED RESOLUTION NO. 1458, WHICH AMENDED RESOLUTION NO. 1405, WHICH AMENDED RESOLUTION NO. 1194, WHICH AMENDED RESOLUTION NO. 1086, BY DELETING THE MISSION OF THE PARKS AND RECREATION ADVISORY BOARD STATEMENT IN ITS ENTIRETY AND ADDING, IN LIEU THEREOF, THE PURPOSE OF THE PARKS, RECREATION AND ARTS ADVISORY BOARD

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

SECTION NO. 1: That Resolution No. 1546, which amended Resolution No. 1458, which amended Resolution No. 1405, which amended Resolution No. 1194, which amended Resolution No. 1086, be and is hereby amended by deleting the following in its entirety:

- I. Work to provide quality leisure services inclusive and accessible to the community-at-large.
- II. Encourage the continual development of youth-oriented programs and recreational activities.
- III. To monitor maintenance of all City recreational facilities, within limits of budgetary considerations, to a high level of repair and in a condition safe for all users.
- IV. To recommend development of and improvements to City recreational facilities within the limits of budgetary considerations.
- V. To monitor staffing of City operated activities by qualified professional personnel in order to provide a positive atmosphere and experience to each user of parks and recreation facilities.

And adding, in lieu thereof, the following PURPOSE of the Parks, Recreation and Arts Advisory Board:

The purposes of the above-named advisory committee shall be to:

1. Work to provide quality leisure services inclusive and accessible to the community-at-large.
2. Encourage the continual development of youth-oriented programs by offering high quality recreational and arts activities.
3. To monitor maintenance of all City recreational and arts facilities, within limits of budgetary considerations, to a high level of repair and in a condition safe for all users.
4. To recommend development of and improvements to City recreational and arts facilities within the limits of budgetary considerations.
5. To monitor staffing of City operated parks, recreation and arts activities by qualified

No.

- professional personnel in order to provide a positive atmosphere and experience for each user.
6. To report to and advise the Board of Aldermen.

SECTION NO. 2. This Resolution shall take effect upon its adoption by the Board of Aldermen of the City of St. Peters, Missouri.

Read and adopted this 24th day of October, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

No.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ST. PETERS ADOPTING THE ST. LOUIS REGIONAL HAZARD MITIGATION PLAN 2020-2025 (UPDATED 2019)

WHEREAS, the City of St. Peters, Missouri, recognizes the threat that natural hazards pose to people and property within the region; and

WHEREAS, the City of St. Peters, Missouri, has participated in the preparation of a multi-hazard mitigation plan, hereby known as the *St. Louis Regional Hazard Mitigation Plan 2020-2025* (hereafter referred to as the *Plan*) in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the *Plan* identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of St. Peters, Missouri, from the impacts of future hazards and disasters; and

WHEREAS, the City of St. Peters, Missouri, recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards; the City of St. Peters, Missouri, will endeavor to integrate the *Plan* into the comprehensive planning process; and

WHEREAS adoption by the City of St. Peters, Missouri, demonstrates their commitment to hazard mitigation and achieving the goals outlined in the *Plan*.

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

SECTION NO. 1: The City of St. Peters will use its best efforts to become a disaster-resistant community by supporting and participating in The St. Louis Regional Hazard Mitigation Plan and hazard identification and risk assessment to implement mitigation practices that can reduce vulnerability for citizens and property; and hereby adopts the final FEMA-approved plan.

Read and adopted this 24th day of October, 2019

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

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 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 Distribution Management, Inc., a Missouri corporation (“DMI”), have requested the City issue its industrial revenue bonds in an approximate principal amount of \$17,000,000 (the “Bonds”) to provide funds to pay certain costs of acquiring and improving a facility located at 1001 Premier Parkway, within the 370 Business Park in the City, to be used for warehouse, fulfillment and distribution 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 DMI; 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 costs 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 DMI. 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, DMI 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 DMI; and
- (e) receipt by the City of satisfactory indemnification for all matters relating to the Project.

Section 5. Reimbursement for Project Costs. Duke and DMI 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 DMI 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, DMI, 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 DMI shall 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 24th day of October, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, Deputy City Clerk

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