



TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE
ST. PETERS, MO 63376
OCTOBER 24, 2019 AT 5:00 P.M.

A. Communications from Board Members/Aldermanic Representatives

B. BOA Items for Discussion

No items scheduled for discussion

C. Mayor/City Administrator Item

Unfinished Business Items: None

New Business Items:

1. [Executive Decision for a Business District](#) – Mayor
2. [St. Charles County Regional Drug Task Force Renewal Agreement](#) – Struttmann
3. [Professional Services Amendment for Programmable Logic Controller & Instrument Programming](#) – Malach
4. [Compost Mixer Replacement Recommendation](#) – Malach
5. [Jungermann Road Safety Improvement Recommendation](#) – Benesek
6. Miscellaneous Updates – Batzel
 - Inducement Resolution - Pratt
7. Board Meeting Agenda Item Revisions – Batzel
8. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

D. Adjournment

AGENDA Posted at City Hall: October 21, 2019
By: P. Smith, City Clerk

Next Work Session: November 14, 2019

RBA FORM (OFFICE USE)

MEETING DATE: 10-24-19

Regular () Work Session (x)

ATTACHMENT: YES (x) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Mayor**

Ward 1 (x) 2 () 3 () 4 () All Wards ()

Brief Description: Executive Decision for a Business District

Staff: Recommended () Not recommended () No Position (x)

Summary/Explanation:

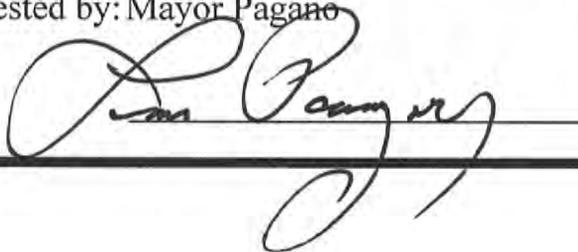
Clarification of Old Town St. Peters mixed use.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

N/A

RBA requested by: Mayor Pagano

CA: Russell W. Batzel



City of St. Peters, MO
Wednesday, October 16, 2019

Chapter 210. Offenses

Article V. Offenses Concerning Public Peace

Section 210.130. Peace Disturbance.

[R.O. 2007 §210.130; CC 1979 §20-5; Ord. No. 1737 §§1 — 4, 3-28-1991; Ord. No. 2775 §1(20-5), 11-13-1997; Ord. No. 6579 §13, 7-28-2016^[1]]

- A. A person commits the offense of peace disturbance if he or she:
1. Unreasonably and knowingly disturbs or alarms another person or persons by:
 - a. Loud noise;
 - b. Offensive language addressed in a face-to-face manner to a specific individual and uttered under circumstances which are likely to produce an immediate violent response from a reasonable recipient;
 - c. Threatening to commit a felonious act against any person under circumstances which are likely to cause a reasonable person to fear that such threat may be carried out;
 - d. Fighting; or
 - e. Creating a noxious and offensive odor.
 2. Is in a public place, or on private property of another without consent, and purposely causes inconvenience to another person or persons by unreasonably and physically obstructing:
 - a. Vehicular or pedestrian traffic; or
 - b. The free ingress or egress to or from a public or private place.

[1] *Editor's Note: Section 25 of this ordinance provided that it would take effect at 12:01 A.M. on 1-1-2017.*

City of St. Peters, MO
Tuesday, October 15, 2019

Chapter 210. Offenses

Article XI. Noises

Section 210.390. Regulation of Noise Levels.

[R.O. 2007 §210.340; Ord. No. 4270 §1, 5-12-2005]

- A. *Definitions.* All words used in this Section not defined below shall be in conformance with applicable publication of the American National Standards Institute (ANSI) or its successor body for the purpose of this Section. The following words and phrases are defined and shall be construed as defined below unless it shall be apparent from the context that a different meaning is intended.

A-WEIGHTED SOUND LEVEL

The sound pressure level in decibels as measured on a sound level meter using an A-weighting network. The level so read is designated dBA.

AMBIENT NOISE LEVEL

The A-weighted sound pressure level of all the encompassing noise associated with a given environment, being usually a composite of sounds from many sources.

CODE ENFORCEMENT OFFICER

The City Administrator or his/her duly authorized representative.

DECIBEL (dB)

A unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

EMERGENCY WORK

A work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril. Emergency work may also be declared by the City as outlined above.

HOLIDAY

For the purposes of this Section, the following days will be recognized as holidays for the purpose of granting permits to exceed maximum sound level: Memorial Day, Independence Day, Labor Day and December thirty-first (31st).

MUFFLER

An apparatus consisting of a series of chambers or baffle plates designed for the purpose of transmitting gases while significantly reducing sound emanating from such apparatus.

NOISE

Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

OUTDOOR AMPLIFIED SOUND

Any sound using sound equipment, whose source is outside or whose source is inside and the sound propagates to the outside through open doors or windows or other openings in the building.

PERSON

Any individual, association, partnership or corporation and including any officer, employee, department, agency or instrumentality of the United States, the State of Missouri or any political subdivisions thereof.

SLOW RESPONSE

Metering function to be used in measurement of sound for determination of enforcement of the objective noise level limits stated within this Section.

SOUND

An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that cause compression and rarefaction of that medium resulting in air pressure variations perceptible by the human ear. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

SOUND LEVEL

The unweighted ("flat") or weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such A, B or C as specified in the American National Standards Institute specifications for sound level meters (ANSI S1.4). If the frequency weighting employed is not indicated, the A-weighting shall apply.

SOUND LEVEL METER

Any instrument including a microphone, an amplifier, an output meter and frequency weighting networks for the measurement of sound pressure levels in a specified manner which complies with Type 2 of better standards established in the ANSI S1.4-1971 "Specification for Sound Level Meters".

SOUND PRESSURE LEVEL

Twenty (20) times the logarithms to the base 10 of the ratio of the root mean squared (DBMS) sound pressure to the reference pressure of twenty (20) micronewtons per square meter.

SOUND RECEPTOR

The location or property boundary receiving noise from a sound source.

SOUND SOURCE

The location of property boundary from which a sound emanates.

TIME WEIGHED AVERAGE

For the purposes of enforcement of the allowable noise level limits in this Section, sound level measurements shall be average when possible and appropriate over a two (2), eight (8) or fifteen (15) minute period. The measurement can be manual or by using a sound level meter which includes an ANSI standard integration feature. The proper designation for sound level measurements made using this technique is dBA LEQ (Equivalent Level).

ZONING DISTRICT

Districts established by the zoning ordinances of this City and found in Chapter **405** of the St. Peters City Code.

- B. *Loud, Unnecessary, Etc., Noises Generally.* It shall be unlawful for any person to create or assist in creating, permitting, continuing or permit the continuance of any loud, disturbing or unnecessary noise in the City. Noise of such character, intensity and duration as to be detrimental to the life or health of any individual or to unreasonably disturb or annoy the quiet, comfort or repose of any individual is prohibited. **Noises which are the result of legally operating businesses engaged in their normal operations are subject to the objective noise level limits listed in this Section.**
- C. *Noises Expressly Prohibited.* The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Section, but such enumeration shall not be deemed to be exclusive:
1. The sounding of any horn or signal device or any device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time.
 2. The use of any gong or siren upon any vehicle, other than Police, fire or other emergency vehicles.
 3. The use or operation of any piano, manual or automatic, phonograph, radio, loudspeaker or any other instrument or sound-amplifying device so loudly as to disturb persons in the vicinity thereof or in such a manner as renders the same a public nuisance.
 4. The use of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, rattling or other noise.
 5. The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger.
 6. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
 7. The use of any mechanical device operated by compressed air, unless the noise created thereby is effectively muffled and reduced.
 - 8.

Construction or demolition related activity in any zoning district which results in a sound level created thereby in a residential zoning district in excess of 65 dbA (A-weighted sound pressure level), when the noise emitted is measured at the nearest residential property line to the property upon which the noise source is located, other than between the hours of:

- a. 6:30 A.M. to 6:00 P.M. on weekdays during the months of June, July and August;
- b. 7:00 A.M. to 6:00 P.M. on weekdays during the remaining months of the calendar year;
- c. 8:00 A.M. to 6:00 P.M. on Saturday; and
- d. 9:00 A.M. to 6:00 P.M. on Sunday;

provided this shall not apply in the case of urgent necessity or in the interest of public safety and shall not be construed as limiting or precluding the repair, maintenance or construction of public facilities of the State, County or municipal governments or such public or quasi-public municipal corporations as may be established under the Constitution or laws of the State of Missouri; the repair, maintenance or construction of private utility facilities.

9. The creation of loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.
10. The sounding of any bell or gong attached to any building or premises which disturbs the quiet or repose of persons in the vicinity thereof.
11. The shouting and crying of peddlers, barkers, hawkers and vendors which disturbs the quiet and peace of the neighborhood.
12. The use of any mechanical loudspeakers or amplifiers on trucks or other moving vehicles for advertising purposes or other purposes.
13. The conducting, operating or maintaining of any garage or filling station in any residential district so as to cause loud or offensive noises to be emitted therefrom between the hours of 11:00 P.M. and 7:00 A.M.
14. Except as otherwise provided in Section 537.294, RSMo., the firing or discharging of any gun, squibs, crackers, gunpowder or other combustible substances in the streets or elsewhere for the purpose of making noise or disturbance.
15. The use or operation of any motor vehicle, any mechanically operated device or internal combustion engine operated by fuel or electric power in any race or event, unless the noise created thereby is effectively muffled and reduced by the use of a three (3) chamber muffler or other device such that the noise does not exceed a noise level of 93 dbA (A-weighted sound pressure level) when the noise emitted is measured upon property which is located in a different land use category than the property upon which the noise source is located; provided this applies to the total noise from a vehicle or combination of vehicles and shall not be construed as limiting or precluding the enforcement of any other provisions of this Section relating to motor vehicle mufflers for noise control.

16. The use, operation or permitting to be played, used or operated any radio-receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which is broadcast from the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure that is determined to be excessive based upon the criteria set out in this Section.
 17. Prolonged yelling, shouting, hooting or whistling on the public streets, particularly between the hours of 10:30 P.M. and 7:00 A.M. or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons of reasonable sensitivity in any office, dwelling, hotel or other type of residence or of any persons in the vicinity.
 18. The keeping of any animal or bird on residential premises that causes frequent or long continued noise which disturbs the comfort or repose of any persons in the vicinity.
 19. Collection of solid waste in residential areas or commercial areas adjacent to residential areas between the hours of 7:00 P.M. to 6:00 A.M. Monday through Friday and 6:00 P.M. to 7:00 A.M. Saturday or collect solid waste on Sunday.
- D. *Enforcement Factors.* In the enforcement of standards established in this Section, the Code Enforcement Officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would unreasonably disturb other persons in the vicinity. When making such determinations, the Code Enforcement Officer shall consider the following factors:
1. The intensity (sound pressure level) of the noise.
 2. Whether the nature of the noise is usual or unusual.
 3. Whether the origin of the noise is natural or manmade.
 4. The volume and intensity of the background noise, if any.
 5. The proximity of the noise in residential sleeping facilities during the sleeping hours of 10:30 P.M. to 7:00 A.M.
 6. The nature and zoning of the area within which the noise emanates.
 7. The time of the day or night along with the day of week and time of year the noise occurs.
 8. The duration of the noise.
 9. Whether the noise is recurrent, intermittent or constant.
- E. *Measurement Methodology.* This Section describes acceptable methods of techniques for the measurement and reporting of noise for the purpose of determining compliance with the allowable noise levels listed above.
1. *Measurement location.* Measurement of sound must be made at the front building line on the property of the noise receptor.
 - 2.

Calibration. All sound level measuring devices must be calibrated by a certified agency or the City.

3. Sound level measurement shall be made with a sound level meter using the A-weighting scale set on "slow" response.
4. Sound level meters shall meet at least Type S1A meeting American National Standard Institute (ANSI S1.4-1971 requirements). Persons using the sound levels shall be trained in sound level measurement and the operation of sound level measurement equipment.
5. *Measurement procedures.* The following procedures must be followed to obtain representative sound level measurements.
 - a. Measurement location must be at least three (3) feet above the ground and not more than ten (10) feet above ground.
 - b. Measurement shall be taken in location on receptor property with line of sight to the noise source if possible.
 - c. Measurements made in sustained winds over ten (10) knots may be subject to review and considered not valid. Precipitation or other sounds which result in a difference of less than 10 dBA between the background or ambient noise level and the noise source being measured may also invalidate measurements.
 - d. Measurements must be made with the sound level meters set for "A" weighting and "slow" response.
 - e. Measurements are to be made when possible and appropriate to the noise source over a two (2), eight (8) or fifteen (15) minute period with the sound level meter in the "averaging" or Leq mode or manual observations. Measurements should be made over a continuous period, unless a transient event which is easily identified, such as an aircraft overflight, occurs. In this case, the averaging period may be paused for the duration of the transient event and the measurement restarted when the transient event sound level is 10 dBA below the noise source being measured.
6. *Date documentation.* A record of all sound level measurements must be completed and signed by the person marking the measurements. The record sheet should include:
 - a. Date.
 - b. Time of measurement.
 - c. Location (street address if possible).
 - d. Noise source.
 - e. Wind speed and direction (measured, estimate or from airport or weather service records).
 - f. Temperature (if readily available).

- g. Humidity (if readily available).
- h. Make, model and serial number of sound level meter, date of last certification/calibration.
- i. Field calibration results.
- j. Ambient (background) noise level.
- k. Name of complainant (if available).

F. **Objective Noise Standards.** In addition to the subjective standards established above, it shall be presumed that the allowable noise level limits have been violated whenever any noise or sound is projected from one property in the City onto another if such sound, measured at the front building line on the property receiving the sound, exceeds the following decibel standards at a location appropriate to determine the level of disturbance. When the noise emitted is measured upon property which is located in a different land use category than the property upon which the stationary noise source is located, the levels applicable to the property where the noise emitted is measured shall be used to determine if a violation exists.

Objective Noise Standards — Allowable Levels			
	15 min	8 min	2 min
In residentially zoned districts:			
7:00 A.M. to 10:30 P.M.	59 — 61 dB	62 — 64 dB	68 — 70 dB
10:30 P.M. to 7:00 A.M.	54 — 56 dB	57 — 59 dB	63 — 65 dB
In commercially zoned districts:			
7:00 A.M. to Midnight	69 — 71 dB	72 — 74 dB	78 — 80 dB
Midnight to 7:00 A.M.	64 — 66 dB	67 — 69 dB	73 — 75 dB
In industrially zoned districts:			
7:00 A.M. to Midnight	74 — 76 dB	77 — 79 dB	83 — 85 dB
Midnight to 7:00 A.M.	74 — 76 dB	77 — 79 dB	83 — 85 dB
Multi-family structures shall have the same noise limits between units as for single-family or detached dwellings, as measured at any point in the interior of the sound receptor residential unit with windows closed.			

- G. **Exceptions.** The following are exempt from the provisions above:
1. Crowd sounds emanating from scheduled outdoor athletic events and/or festivals, concerts and activities operating under permit from the City.
 2. Noise of safety signals, warning devices, emergency pressure relief valves.
 3. All church bells, church chimes, either actual or electronic, or artificial sound reproduction system intended to sound like church bells or chimes operated between the hours of 6:00 A.M. and 10:30 P.M.
 4. Noise resulting from any authorized emergency vehicle.

5. Noise resulting from parades, lawful picketing or other public demonstrations protected by the U.S. Constitution or Federal law for which a local permit has been granted by the City, provided such activity is of a temporary duration lasting no longer than two (2) hours during any twenty-four (24) hour period. Regulation of noise emanating from activities under permit shall be according to the conditions and limits stated in this Section and according to any additional conditions stated on the permit.
 6. Unamplified and amplified sound at public affairs conducted, sponsored or sanctioned by the City of St. Peters, so long as such sound remains within the parameters of this Section.
 7. All noises coming from the normal and legal operations of properly equipped aircraft.
 8. Noise from noisemakers on holidays and fireworks on holidays or at times allowed under a pyrotechnics permit.
 9. Noise from trains and associated railroad rolling stock when operated in a proper manner.
 10. Emergency work, as defined above.
 11. *Special event permits.* When approved by the Board of Aldermen, the City Administrator or his/her designated representative may issue special event permits for events such as, but not limited to, concerts, festivals, parades and athletic events to permit reasonable and limited exceptions to the provisions of this Section. Any special event permit issued shall contain specific provisions as to the activities which will be conducted and dates and times during which the provisions of this Section are to be suspended. Specific sources to the noise which may exceed the established sound limits shall be identified with projected or estimated noise levels, and special conditions may be established in the permit which will minimize the noise impact of the special event on the community.
- H. *Public Nuisance.* Any condition detrimental to the public health, safety, morals or welfare and in violation of this Section is declared to be a public nuisance and it shall be unlawful for any person, including the owner or occupant of any premises within the boundaries of the City and within one-half (½) mile of the boundaries thereof, to maintain or permit to be maintained such public nuisance.
- I. *Violation And Penalty.*
1. If the alleged violator denies responsibility for the noise level problem or if the City Administrator or his/her designate is not able to amicably abate the noise level problem, he/she shall issue a notice to the person responsible for such noise level problem which shall specifically state the facts of the violation and the provisions of this Section violated; and he/she shall require such person to answer the allegations contained in such notice at a hearing before the City Administrator or his/her designate to be held not less than seven (7) days after the date of such notice.
 2. If the respondent to such notice of violation desires to offer evidence at the hearing, he/she shall file a written answer thereto with the City Administrator or his/her designate not less than two (2) days before the hearing at the St. Peters

City Hall, setting forth a summary of the facts and evidence to be presented at the hearing, in default whereof the facts stated in the notice of violation shall be deemed by the City Administrator or his/her designate to be true; and if he/she finds that adequate corrective measures will not be employed to abate the noise level.

3. After due consideration of all matters at the hearing or upon the default in appearance of the alleged violator, and if he/she finds that adequate corrective measures will not be employed to abate the noise level, the City Administrator or his/her designate shall make such determinations and issue such orders as are appropriate and commensurate with the provisions of this Section, and he/she shall forthwith give notice thereof in writing to the alleged violator.
4. The City Administrator or his/her designate, upon determination of a violation of this Section after such hearing is conducted, may proceed to sign a complaint form at the Police Department of the City and, should the City Prosecutor decide to proceed with such signed complaint, a summons will be issued which is returnable in the St. Peters Municipal Court.
5. Any person determined to be in violation of any provision of this Section shall, upon conviction, be assessed a fine of up to five hundred dollars (\$500.00). Each day of such violation shall constitute a separate violation.

City of St. Peters, MO
Tuesday, October 15, 2019

Chapter 405. Zoning and Subdivision Regulations

Article V. District Regulations

Section 405.180. "S-D" Special Old Town Overlay District.

[R.O. 2007 §405.180; Ord. No. 1523 §§5.0600 — 5.0608, 5-11-1989; Ord. No. 1988 §1, 3-25-1993; Ord. No. 2770 §1, 11-13-1997; Ord. No. 3143 §1, 11-18-1999; Ord. No. 3280 §1, 8-10-2000; Ord. No. 4398 §1, 12-15-2005; Ord. No. 5563 §6, 3-24-2011]

- A. *Purpose Of The District.* The purpose of this district is to preserve the integrity of Old Town as identified on the Official Zoning District Map and to provide for development consistent with preserving the Old Town image and environment. The regulations of this special district are intended to allow greater design flexibility in development than is permitted by the other district regulations with the exception of the Planned Urban Development District.
- B. *Uses Permitted.* A building or lot shall be used only for the following purposes:
1. All uses permitted in "R-1", "R-2", "C-1" and "C-2" Districts.
 2. Outdoor flea markets.
 3. Single-family and two-family dwellings above the first (1st) floor of a building.
- C. *Special Use Permit Required.*
1. Hotels/motels, bed and breakfast establishments, boarding houses and similar uses.
 2. All special uses in the "R-1", "R-2", "C-1" and "C-2" Districts.
 3. Multiple family uses.
 4. Retail sales of any used goods, wares or merchandise, but excluding use motor vehicles.
[Ord. No. 6865, 11-9-2017]
- D. *Building/Structure Height.* No building or structure shall be erected or enlarged to exceed thirty-five (35) feet or two and one-half (2 1/2) stories in height except upon review and approval by the Planning and Zoning Commission.
[Ord. No. 6865, 11-9-2017]
- E. *Lot Area Requirements.* There are no minimum lot area requirements in this District.

- F. *Yard Requirements.* Since there were no planning and zoning regulations when Old Town was originally established, yard requirements shall be consistent with existing layouts and will require approval by the Planning and Zoning Commission on an individual basis.
- G. *Parking Requirements.* The parking requirements for each development shall be as approved by the Planning and Zoning Commission in conjunction with site plan review and approval. Parking requirements shall be consistent with ordinance requirements when possible, but shall be evaluated on an individual basis after evaluating existing conditions and space available.
- H. *Architectural Requirements And Signage.*
1. The architecture of the late nineteenth and early twentieth century shall be modeled wherever it is possible and as approved by the Administrative Officer.
 2. Signs shall be permitted as allowed in the "C-2" Commercial District. Signs shall have a historic design where it is feasible.
 3. Informational signage shall be permitted within the public right-of-way to provide direction for businesses on one-way streets. The location and design of such signs shall be as approved by the City Engineer.

RBA FORM (OFFICE USE)

MEETING DATE: 10/24/19

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other (X)

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: St. Charles County Regional Drug Task Force
Renewal Agreement

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: This Request for Board Action is for authorization and renewal of an agreement between the City of St. Peters and St. Charles County Regional Drug Task Force. This agreement is by and among political subdivisions including the City of St. Peters and St. Charles County, Missouri.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Rick Struttmann

CA: Russell W. Batzel

R. Struttmann

Russ Batzel

BILL NO.19-

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH ST. CHARLES COUNTY FOR THE AUTHORIZATION AND RENEWAL OF THE ST. CHARLES COUNTY REGIONAL DRUG TASK FORCE

WHEREAS, THE St. Charles County Regional Drug Task Force (“Drug Task Force”) was previously formed by the partnership of certain participating Political Subdivisions within St. Charles County on behalf of their law enforcement agencies; and

WHEREAS, the City of St. Peters desires to join with other political subdivisions in St. Charles County Missouri, to cooperatively authorize and renew the Drug Task Force.; and

WHEREAS, Section 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, permit political subdivisions to enter into joint agreements for a public purpose; and

WHEREAS, the Intergovernmental Drug Laws Enforcement Act, as currently codified in Chapter 195, Sections 501 through 515, of the Revised Statutes of Missouri, and beginning on January 1, 2017, as codified in the Revised Statutes of Missouri Chapter 650, sections 150 through 165, as amended, provide for the establishment of Multijurisdictional Enforcement Group units by order or ordinance; and

WHEREAS, this agreement authorizes and renews the continuation of the Drug Task Force. The Drug Task Force has the purpose of conducting intensive professional investigation of narcotics and drug law violations within the St. Charles County area in order to better ensure and maintain the security and safety of citizens within the County and the region.

WHEREAS, the Police Department of St. Charles County and certain Municipal Police Departments have met and mutually recommend the agreement attached, to renew the continuation of the St. Charles County Regional Drug Task Force.

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

Section 1. That the Mayor and the Chief of Police of the City of St. Peters, Missouri are hereby authorized to execute an Agreement with the County of St. Charles, Missouri, on behalf of their Police Department, and participating political subdivisions of St. Charles County, on behalf of their police departments, to authorize and renew the continuation of the St. Charles County Regional Drug Task Force.

Section 2. That the Agreement shall be in substantially the same form as attached hereto and made a part herein.

No.

Section 3. Savings Clause

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

Section 4. Severability Clause

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

Section 5. This Ordinance shall be in full force and effect from and after the date of its final passage by the Board of Aldermen and approved by the Mayor.

Read two times, passed and approved this 14th day of November, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

**ST. CHARLES COUNTY
REGIONAL DRUG TASK FORCE AGREEMENT**

THIS ST. CHARLES COUNTY REGIONAL DRUG TASK FORCE AGREEMENT is made and entered into as of the Effective Date, as defined herein, by and among St. Charles County, Missouri (“County”), and the political subdivisions who are signatories hereto (individually “Political Subdivision” and collectively “Political Subdivisions”).

WITNESSETH:

WHEREAS, the St. Charles County Regional Drug Task Force (“Drug Task Force”) was previously formed by the partnership of certain participating Political Subdivisions within St. Charles County on behalf of their law enforcement agencies; and

WHEREAS, this agreement authorizes and renews the continuation of the Drug Task Force. The Drug Task Force has the purpose of conducting intensive professional investigation of narcotics and drug law violations within the St. Charles County area in order to better ensure and maintain the security and safety of citizens within the County and the region; and

WHEREAS, Chapter 70, Sections 220 through 325, of the Revised Statutes of Missouri, as amended, permit political subdivisions to enter into joint agreements for a public purpose; and

WHEREAS, the Intergovernmental Drug Laws Enforcement Act, as currently codified in Chapter 195, Sections 501 through 515, of the Revised Statutes of Missouri, and beginning on January 1, 2017, as codified in the Revised Statutes of Missouri Chapter 650, Sections 150 through 165, as amended, provide for the establishment of Multijurisdictional Enforcement Group units by order or ordinance; and

WHEREAS, the undersigned Political Subdivision has been authorized through order or ordinance of the appropriate governing body to enter into this Agreement for the creation and continuation of the St. Charles County Regional Drug Task Force and agree to be bound by the terms of the Agreement; and

WHEREAS, the Chief Executive Officer of each of the undersigned Political Subdivisions and the County Executive and Chief of Police of the County have each been authorized through order or ordinance of their respective governing bodies to enter into this Agreement for the continuation of the common service of the Drug Task Force, under the supervision and control of St. Charles County, under the terms more specifically set forth herein.

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

Article I – Structure and Oversight

- A. The Drug Task Force Board of Governors. The Drug Task Force shall have a Board of Governors made up of one representative from each law enforcement agency of the County and Political Subdivisions participating in the Drug Task Force Agreement; may include a representative of a hazardous materials response team or, if such team is not formed, then a representative of the local fire response agency; and may also include a representative with hazardous materials response experience, upon approval of the Board of Governors. It shall be the responsibility of the Board of Governors to recommend approval of policies, set the goals of the Drug Task Force, and to oversee the Drug Task Force as set out in this Agreement. The Board of Governors shall dedicate itself to setting a goal for intensive professional investigation of narcotics and drug law violations and promoting prompt and aggressive prosecution of violators. Each Political Subdivision may have no more than one voting member of the Board of Governors, regardless of how many agencies of the Political Subdivision participate as members of the

Board of Governors. St. Charles County's voting member of the Board of Governors shall be the Chief of Police. Any other Political Subdivision with more than one member on the Board of Governors shall designate which Board member is authorized to vote as part of the order or ordinance of its respective governing body to enter into this Agreement.

1. Board of Governors Officers and Eligibility. The Board of Governors shall elect a Chairperson, Vice Chairperson, and Secretary for the orderly conduct of its business. The Chairperson of the Drug Task Force Board of Governors ("Chairperson") and at least one other Officer of the Board of Governors shall be representatives of a law enforcement agency with one or more officers assigned to work in the Drug Task Force. The Chairperson may not be a representative of St. Charles County, unless that representative receives a two-thirds (2/3) vote of the Board of Governors. Each Officer of the Board of Governors shall serve a term of four (4) years, and at the end of each four (4)-year period, there shall be a vote to elect new Officers of the Board of Governors. Any mid-term vacancy shall be filled by the majority vote of the remaining voting members of the Board of Governors, and the elected person shall serve the remainder of the original term.
2. Meetings. The Chairperson shall call one regular meeting to take place at a designated time and location at least once each calendar quarter and direct the Secretary to provide no less than five (5) days prior notice to each Board member. The Chairperson or Vice Chairperson shall call a Special/Emergency meeting upon the request of any Board member. Such Special/Emergency meeting shall be called by telephonic notice and/or e-mail notifications. The notifications shall designate the time and location of the meeting. The notification to the members of the Board of Governors for such Special/Emergency meeting shall

not be less than six hours before the meeting. No matter concerning policy or personnel shall be voted upon or revised unless a quorum of the Board of Governors is present. The Chairperson shall preside over regular and special meetings. The Vice Chairperson shall fulfill the responsibilities of the Chairperson should the Chairperson be unable to act or refuse to act for any reason. The Secretary or his/her designee shall prepare an agenda for each regular or Special/Emergency meeting. The Secretary shall keep and maintain all records, including minutes of the meetings; he/she shall conduct the election of the officers to the Board; he/she shall provide to each member of the Board timely notice of the time and place for each regular meeting of the Board; and he/she shall provide a copy of all records to the St. Charles County Registrar. The Board of Governors shall comply with the Open Meetings Law. A quorum of the Board shall consist of at least two thirds (2/3) of voting members. Each participating agency head may appoint in writing a designee to attend the Board meeting and/or special meeting in his or her absence and act on his or her behalf as a member of the Board of Governors.

3. Each member of the Board of Governors shall have access to the Drug Task Force Bureau of Special Enforcement Commander (“Commander,” as further set forth in Article I, Section B.1) and, in the absence of the Commander, shall have access to the Deputy Commander for questions. Matters concerning the administration of the Unit should be directed to the Chairperson. Each member of the Board of Governors shall have the ability to request assistance for narcotics and drug law violations in his or her jurisdiction. The Drug Task Force may render such assistance in cooperation with the requesting jurisdiction.

4. Each member of the Board of Governors shall be entitled to reports of the activities of the Drug Task Force and shall establish their own direct reporting relationship with their assigned Investigative Officer, as they deem most appropriate.
5. Each Board of Governors member shall be deemed to be acting for a governmental purpose and shall have all the immunities, and shall be subject to the same liabilities, which that member would have within the territorial limits of the member's own Political Subdivision.
6. The Drug Task Force shall, upon the vote of a majority of the members of the Board of Governors, have the authority to enter into Agreements and Memoranda of Understanding in order to further the purpose of the Drug Task Force. To be effective, any such Agreement or Memorandum of Understanding shall require the signature of the Chairperson and the St. Charles County Chief of Police.
7. An Attorney from the St. Charles County Counselor's Office shall, upon request, furnish legal advice and opinions to the Drug Task Force Board of Governors, the Commander, and Drug Task Force members respecting Drug Task Force business and operations. As his or her schedule permits, the attorney may regularly attend meetings of the Board of Governors.

B. Structure of the Drug Task Force.

1. Commander. The Bureau Commander of the St. Charles County Police Department Bureau of Special Enforcement shall be the Drug Task Force Commander ("Commander"). The Commander shall report directly to the St. Charles County Chief of Police for all operational matters related to the Drug Task Force. The Commander shall oversee

the Drug Task Force and shall be responsible for all functions of the Drug Task Force. The Commander is the direct supervisor of the Deputy Commander, and is responsible for all members of the Drug Task Force. The Commander is responsive to the Chairperson for all responsibilities and operations of the Drug Task Force. The Commander shall make the final determination for all operational matters of the Drug Task Force.

2. Deputy Commander. The Deputy Commander of the Drug Task Force (“Deputy Commander”) shall be responsible for the daily operations of the Drug Task Force under the supervision of the Commander. The Deputy Commander shall, on an ongoing basis, inform the Commander of all Drug Task Force investigations, operations, and plans. The Deputy Commander shall be a sergeant or above. In no case shall the Deputy Commander be of a higher rank than the Commander.

The Deputy Commander shall rotate at least every four (4) years, and shall be an officer of one of the Political Subdivisions signatory to this Agreement. Each signatory Political Subdivision having participating officers shall provide the Deputy Commander in the order appearing on the signature page of this Agreement. The rotation shall begin with the City of St. Charles Police Department and proceed in order from there. When the rotation reaches the St. Charles County Police Department, the County Police Department shall only provide a Deputy Commander with the approval of a two-thirds vote of the Board of Governors. Otherwise, the rotation shall continue to the next signatory Political Subdivision. Should a Political Subdivision be unwilling or unable to provide a Deputy Commander, the position will go to the next signatory.

The Commander, as defined in Article I, Section B.1, becomes responsible for the Drug Task Force on the Effective Date of this Agreement.

3. Drug Task Force Sergeants. Two (2) sergeants shall serve as direct supervisors of the Investigative Officers and shall answer directly to the Deputy Commander. One sergeant shall oversee buy-side operations, and the other shall oversee street operations.

C. Policy.

1. Political Subdivisions participating in the Drug Task Force agree that their law enforcement officers participating on the Drug Task Force shall be deputized as officers of the St. Charles County Police Department for the sole and exclusive purpose of their participation on the Drug Task Force, and shall serve in that status only while training or engaging in a Drug Task Force operation; and provided further, that while training for or engaging in a Drug Task Force operation such Drug Task Force members shall abide by the St. Charles County Police Department's Use of Force, Use of Force Reporting, Investigating Officer-Involved Shooting and Serious Uses of Force, Vehicle Pursuit, and Drug Task Force policies. Those policies are incorporated herein by reference and may be amended by St. Charles County from time to time, and the St. Charles County Police Department shall distribute copies of said policies to all Drug Task Force members. Any modifications of said policies shall be provided to chief law enforcement officer of all participating political subdivisions ("Chief Law Enforcement Officer") within thirty (30) days of their effective date.
2. For policies and procedures not addressed in Subsection C.1., above, the Board of Governors shall have oversight authority over all activities of the Drug Task Force and shall recommend appropriate written policies and establish procedures to govern such activities. Such policies and procedures shall have the same effect on the Commander, Deputy Commander and all Investigating Officers assigned to the Drug

Task Force as their own Political Subdivision's policies and procedures while Drug Task Force members are training for or engaged in a Drug Task Force operation. In addition, the Board of Governors shall establish minimum training criteria for the Investigative Officers.

3. The Commander shall inform the Chairperson and the St. Charles County Chief of Police before the Drug Task Force takes any action outside of the boundaries of St. Charles County. Such notice shall be provided in advance. The Chairperson shall, as quickly as is practicable, inform the other members of the Board of Governors of such action.

D. Financial Matters.

1. Each Political Subdivision is responsible for the pay and benefits, including workers' compensation coverage, for each of its employees participating in the Drug Task Force.
2. Political Subdivision Annual Contributions. Political Subdivisions serving on the Board of Governors without an officer assigned to the Drug Task Force shall make a contribution in an amount no less than Five Hundred Dollars annually to assist with the operation of the Drug Task Force. Historically, each Political Subdivision with one or more officers assigned to the Drug Task Force has contributed ten thousand nine hundred eighty-six dollars (\$10,986.00) annually to the Drug Task Force to assist with operation of the Drug Task Force. The Board of Governors may, by majority vote, vary an annual contribution to an amount not less than seven thousand dollars (\$7,000) for each Political Subdivision with one or more officers assigned to the Drug Task Force. Subject to budgetary approval, each Political Subdivision agrees to pay the Political Subdivision Annual Contribution when invoiced. If a Political Subdivision has not paid an invoiced Political Subdivision

Contribution for twelve (12) months, that Political Subdivision's participation in the Drug Task Force is terminated.

3. The Board of Governors shall provide policies and procedures for the financial oversight of the operations of the Drug Task Force, or may follow the purchasing policy of St. Charles County. Any grant or forfeiture funds received by the Drug Task Force, including but not limited to, Political Subdivision Annual Contributions, High Intensity Drug Trafficking Area ("HIDTA") funds, and the Justice Administration Grant ("JAG"), may be expended by the Board of Governors upon majority vote. If the St. Charles County purchasing policy requires approval from the governing body for expenditure of funds, a majority of the Board of Governors may approve such expenditure through a roll call vote.
4. St. Charles County shall receive and administer Drug Task Force funds, including applying for, receiving, and administering any and all state, federal or other grants for the operation and purpose of the Drug Task Force. The law enforcement agencies shall rotate the HIDTA and JAG funds between each of the law enforcement agencies who are signatories to this Agreement, so long as the law enforcement agency is a jurisdiction within the St. Charles County and is current in its Political Subdivision Annual Contributions. All records are the property of the St. Charles Regional Drug Task Force, and are held by St. Charles County. Audits of the Drug Task Force's activity shall be subject to the same procedures as audits applicable to departments within St. Charles County.
5. The Board of Governors may make reports and recommendations to the County Executive concerning any various needs with respect to personnel levels, equipment, and funds for the efficient operation of the Drug Task Force. Any funds requested from St. Charles County shall be requested by majority vote of the Board of Governors. Any County

appropriations are subject to County budgetary availability and County purchasing procedures.

6. The Board of Governors further agrees:
 - a. In the event new grants are received from the State of Missouri or federal government after the date of the Agreement, the Drug Task Force shall cooperate with the granting agency in order to assure compliance with the terms of the grant.
 - b. Upon execution of this Agreement, any current grant funds and funds held in or paid to the Regional Drug Task Force Fund 292 shall be used to support the Drug Task Force.
 - c. Seizure of funds or assets by the Drug Task Force shall be the property of the Drug Task Force.

E. Media Relations

1. Media inquiries to the Drug Task Force shall be handled by the St. Charles County Police Department Public Information Officer.
2. The Drug Task Force shall act as primary media response point for actions initiated by the Drug Task Force.
3. Media inquiries related to Drug Task Force actions taken pursuant to requests for assistance as provided by Article I.A.3, above, shall be referred to the initiating jurisdiction. Upon the request of the initiating jurisdiction, the St. Charles County Police Department Public Information Officer may assist with any such media inquiries.

Article II – Investigative Officers

Any public service agency of a participating Political Subdivision that has paid its Political Subdivision Annual Contribution (Article I, Section D.2) may, as authorized by the Political Subdivision, assign one or more state-certified peace officers who meet the requirements for certification in a charter county to serve as Investigative Officers, and such officers shall be assigned to the Drug Task Force. Each Investigative Officer shall perform the duties of a peace officer in the employ of his or her Political Subdivision in cooperation with other officers assigned to the Drug Task Force and under the oversight of the Board of Governors and supervision of the Commander and Deputy Commander. Unless otherwise specified, “Investigative Officer” shall also refer to the Deputy Commander and Drug Task Force Sergeants.

- A. Supervision of Investigative Officers. Each Investigative Officer shall agree to supervision by and cooperation with the Commander and Deputy Commander in the conduct of his or her office and shall agree to cooperate with the other officers and members of the Drug Task Force in the performance of duties and fulfillment of the purposes of the Drug Task Force. However, this subsection will not operate to preclude the Investigative Officer’s assigning Political Subdivision from investigating and/or taking appropriate disciplinary action in response to allegations or findings of misconduct by their employee(s) while training for or engaging in a Drug Task Force operation.

- B. Assignment Period. The minimum assignment period of an Investigative Officer on the Drug Task Force shall be three (3) years. An Investigative Officer is ineligible to return to the Drug Task Force for two (2) years after completing his or her assignment on the Drug Task Force. However, this period of ineligibility shall not apply to an Investigative Officer who is returned to the Drug Task Force in a Board of Governors’ approved supervisory position.

- C. Removal from Assignment. Any member of the Drug Task Force may be removed from assignment to the Drug Task Force by the Chief Law Enforcement Officer of his or her employing Political Subdivision at any time and for any reason. The Chief Law Enforcement Officer taking such action shall immediately notify the Chairperson of the removal. The Commander may request removal of any Drug Task Force member from assignment to the Drug Task Force to the Chief Law Enforcement Officer of the Officer's employing Political Subdivision. Should the Chief Law Enforcement Officer not agree to the removal, the issue will be brought before the Board of Governors and shall require a two-thirds (2/3) vote for removal.

Article III – Vehicles and Other Funding

A. Vehicles:

1. Every member of the Drug Task Force shall be assigned one vehicle to use during the term of each Investigative Officer's assignment to the Drug Task Force. St. Charles County, as Administrative Agent to the Drug Task Force, shall be the Leasing Agent for the Drug Task Force, and shall coordinate vehicle leases and make sure that the lease provides all elements necessary to accommodate the needs of the Drug Task Force. The cost of such leases shall be paid from operating funds of the Drug Task Force. At any time, a Political Subdivision may request from the Commander a list of vehicles assigned to its Drug Task Force members.
2. It will be the Political Subdivision's responsibility to maintain satisfactory insurance on their Drug Task Force members' leased vehicles. The type and amount of insurance will be determined by the lease agreement and/or the Political Subdivision's requirements.

3. The Drug Task Force will arrange for and pay for any repairs and maintenance of the vehicles assigned to members of the Drug Task Force. The Commander may recommend to a Political Subdivision whether a vehicle is to be repaired or replaced.
 4. The Drug Task Force Investigators are authorized to use their vehicles as determined by Drug Task Force policy. Each Investigator will drive only the vehicle assigned to him or her except in emergency situations where the safety of the officers assigned to the Drug Task Force or the public is at risk.
- B. Office Space. Drug Task Force members shall jointly occupy space for operations and all expenses shall be paid for through the state grant or the Regional Drug Task Force Fund 292. The Board of Governors of the Drug Task Force is authorized to lease space for operation of the Drug Task Force.
- C. Minimum Limits of Insurance. Each Political Subdivision shall provide minimum limits of insurance coverage for their officer at the same level as provided for all other commissioned peace officers for that Political Subdivision. No jurisdiction shall be relieved of its liability as a result of a failure to acquire insurance, or by reason of underinsurance.
- D. Agency. No Political Subdivision, its law enforcement agency, or its participating officers shall have any authority as an agent to act on behalf of any other Political Subdivision at any time, or of the St. Charles County Police Department when not engaged in a Drug Task Force operation. No individual participating in any activities associated with the Drug Task Force shall represent to any person or entity that he or she is entitled to act on behalf of, or may bind, any Political Subdivision including the County, any Investigative Officer, or the Drug Task Force Board of Governors.

Article IV – Liability

- A. Minimum Limits of Insurance. Each Political Subdivision shall maintain a commercial general liability insurance policy for coverage of the injuries and damages for which it, as a Political Subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in Section 537.610 of the Revised Statutes of Missouri, as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo., as amended.

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

- B. Indemnification.

1. In General.

- a. Claims Arising From Drug Task Force Actions. To the extent authorized by the laws of the State of Missouri, the County does hereby release and agree to indemnify, defend and hold harmless the Political Subdivisions and each Drug Task Force member employed by any Political Subdivision from and against any and all third-party losses, damages, liabilities, or causes of action, including attorneys' fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from the

activities, conduct and actions of the Drug Task Force during a Drug Task Force operation, including without limitation property damage or injury to, or death of persons.

- b. Limitations. Notwithstanding any other provision of this Agreement, the County reserves the right to accept or deny indemnification and defense on the same terms as it defends and protects its County employees as set forth in Section 105.010 of the Ordinances of St. Charles County, Missouri, as may be amended from time to time.

- c. Hiring Own Counsel; Effect. Any Drug Task Force member shall have the right to retain their own counsel to defend against a claim, but in that event the County shall be relieved of any obligation of defense and indemnification imposed by this Agreement. Subject to the provisions of Section 105.020, Ordinances of St. Charles County, Missouri, as may be amended from time to time, a Drug Task Force member may retain separate counsel at their own expense to participate in their defense; however, in order to be eligible for these indemnification provisions, the Drug Task Force member must cooperate fully with the investigation and defense of the claims, and the St. Charles County Counselor must be the sole agent authorized to negotiate on behalf of the Drug Task Force member, and to litigate, defend, try, settle, or compromise those claims. A Drug Task Force member's independent act of compromise or settlement of claims shall be grounds for forfeiture of the protections afforded under this Agreement.

- 2. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to any party to this Agreement of a claim by a third party relating to a Drug Task Force action, the notified party shall promptly report said claim to the

County Counselor's Office within the twenty (20) day period after service of process or other notification.

3. Counselor's Office. The County Counselor or designee shall have the primary responsibility to conduct an initial investigation of said claim. Any Drug Task Force member seeking the benefit of indemnification and/or defense from the County pursuant to this Agreement shall cooperate with the attorneys conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence, attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.
- C. Release of claims for workers' compensation liability. Each Political Subdivision signatory to this Agreement accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for members of the Drug Task Force.
- D. Use of Drug Task Force by Their Own Political Subdivision Outside Drug Task Force Command and Control. In no event shall the County be liable for the use of Drug Task Force members by their Political Subdivisions when used outside of the exclusive command and control of the commanders of the Drug Task Force. Each Political Subdivision hereby agrees that any action it takes using its participating officers outside of the command and control of the commanders of the Drug Task Force is purely a liability of the Political Subdivision, and each Political Subdivision agrees that it shall indemnify, protect, and hold harmless the County from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, and including

payment under any workers' compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Political Subdivision, its agents, servants or employees in acting outside the command and control of the commanders of the Drug Task Force.

Article V- Termination

- A. This Agreement shall remain in full effect for a term of two years from Effective Date unless terminated in accordance with the terms hereof. If not specifically terminated then this Agreement shall be deemed automatically renewed for five successive two-year terms.
- B. Voluntary Termination by Political Subdivision. The Chief Executive of any participating Political Subdivision may terminate the participation of their Political Subdivision in the Drug Task Force at any time by giving thirty (30) days prior written notice to the Board of Governors. Except as set forth in Article V, Section D, the County Executive, on behalf of the County, may terminate the participation of the County in the Drug Task Force at any time by giving thirty (30) days prior written notice to the Board of Governors.
- C. Division of Assets upon Termination. Any Political Subdivision terminating their participation in the Drug Task Force pursuant to Article V, Section B, or Article I, Section D.2, above, shall forfeit any and all seized assets in possession of, or due to, the Drug Task Force, which were the results of Drug Task Force activity.
- D. Dissolution of the Unit.
 - 1. Notwithstanding any other provisions of this Article to the contrary, the provisions of Article IV to this Agreement shall survive termination of this Agreement as it relates to any activities, conduct or actions of the Drug Task Force or its members that may give rise to any demand,

claim, suit or judgment for damages to property or injury to or death of persons arising prior to the effective date of such termination. In the event the Drug Task Force is dissolved, all assets of the Drug Task Force shall be divided equally among the members at the time of dissolution.

2. Should the County terminate this Agreement, the County will continue to act as administrative agent for the Drug Task Force for up to six months after the County's notice of voluntary termination is served, or until such time as the Board of Governors notifies the County of a replacement administrative agent. The Board of Governors shall be granted reasonable time, not to exceed six months, in order to adopt a Memorandum of Understanding between remaining participants to maintain the Drug Task Force. If no such Memorandum of Understanding is adopted, the Drug Task Force shall be dissolved.

Article VI – Signatures and Filing

- A. Additional Parties. Additional Political Subdivisions may join as parties to this Agreement upon approval of the Board of Governors, and approval and execution of a counterpart of this Agreement by the Chief Executive of each new Political Subdivision after obtaining all necessary authorization through order or ordinance of their respective governing bodies to enter into this Agreement. The Chief Executive Law Enforcement Officer of the additional Political Subdivision, or his/her command rank Law Enforcement Officer designee may participate as a member of the Board of Governors.
- B. Communications. Except with respect to the operations of the Drug Task Force, any other notice, demand, communication, or request required or permitted hereunder shall be in writing, and delivered in person, or sent certified, return receipt requested, via United States mail, or via e-mail, to the County Executive for the County, and to the Mayor or other chief executive officer for any Political Subdivision, at their addresses of their public office.

- C. Notices shall be effective as follows: (i) in the case of certified mail, return receipt requested, upon the third day after such notice is deposited in the U.S. Mail in the manner specified; (ii) in the case of delivery, upon delivery of such notice at the address specified; and (iii) in the case of e-mail transmission, upon the transmission of the e-mail to the intended party and confirmation of receipt from the intended party. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the County and the Political Subdivisions.
- D. Entire Agreement and Modifications. This Agreement constitutes the entire undertaking between the parties hereto regarding the Drug Task Force, and supersedes any and all prior agreements, arrangements, and understandings between the Political Subdivisions with respect to the subject matter hereof. Except for the inclusion of additional parties to this Agreement pursuant to Section A of this Article, no party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- E. Capacity and Authorization. The County and each Political Subdivision by their signature hereto 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 respective party, except as otherwise specifically set forth herein. A copy of this Agreement and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective Clerk for each Political Subdivision, and the Registrar for the County, and shall be exchanged between each Political Subdivision and the County.
- F. Assignment. No portion of this Agreement or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with

the written consent of the other parties hereto or except as otherwise specifically provided for herein.

- G. Third Party Rights. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Political Subdivisions.
- H. Headings. The headings of various Articles, sections and subsections of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.
- I. Severability; Effect on Other Agreements. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.
- J. Laws to Govern. This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.
- K. Waiver. The failure of any party at any time to require performance by another party of any provision hereof shall in no way affect the right of the non-requiring party thereafter to enforce the same. No waiver shall be effective unless in writing, nor shall waiver by any party of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

- L. Counterparts. This Agreement may be executed in one or more counterparts and by one or more and subsequent Political Subdivisions, the combination of which shall be considered one original document.

- M. Effective Date. This Agreement shall become effective as of the date of its execution by the County and one or more Political Subdivisions, and shall be effective as to each Political Subdivision which thereafter executes one or more counterparts of this Agreement as of the date of such execution.

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DRAFT

1. For St. Charles County, Missouri

Subscribed and sworn to before me this
____ day of _____, 2019.

Steve Ehlmann, County Executive

Notary Public
Seal:

David Todd, Chief of Police

Notary Public
Seal:

DRAFT

2. For the City of Cottleville, Missouri

Subscribed and sworn to before me this
____ day of _____, 2019.

Jim Hennessey, Mayor

Notary Public
Seal:

Steve James, Chief of Police

Notary Public
Seal:

DRAFT

3. For the City of Foristell, Missouri

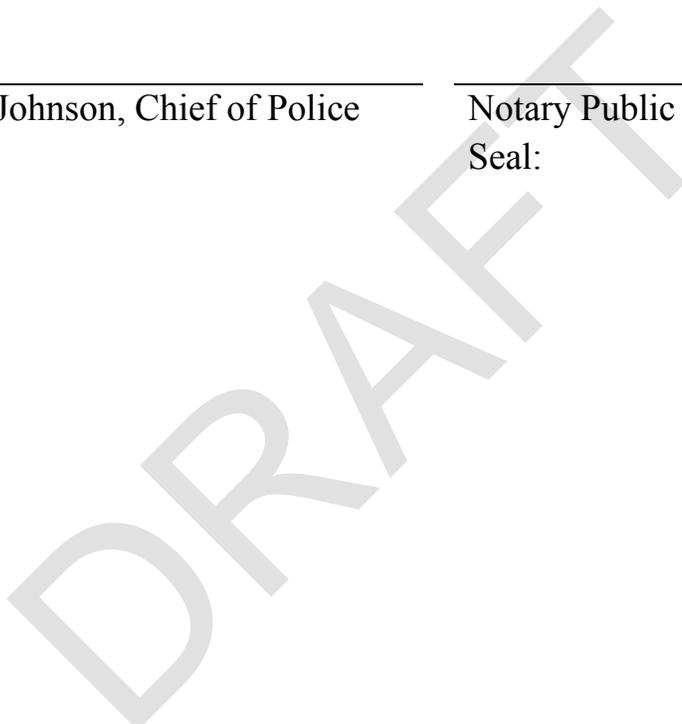
Subscribed and sworn to before me this
____ day of _____, 2019.

Joseph Goatley, Mayor

Notary Public
Seal:

Douglas G. Johnson, Chief of Police

Notary Public
Seal:



**4. For the City of Lake Saint Louis,
Missouri**

Subscribed and sworn to before me this
____ day of _____, 2019.

Kathy Schweikert, Mayor

Notary Public
Seal:

Chris DiGiuseppi, Chief of Police

Notary Public
Seal:

DRAFT

5. For the City of O'Fallon, Missouri

Subscribed and sworn to before me this
____ day of _____, 2019.

Bill Hennessy, Mayor

Notary Public
Seal:

Tim Clothier, Chief of Police

Notary Public
Seal:

DRAFT

6. For the City of St. Charles, Missouri

Subscribed and sworn to before me this
____ day of _____, 2019.

Dan Borgmeyer, Mayor

Notary Public
Seal:

Randy McKinley, Chief of Police

Notary Public
Seal:

DRAFT

7. For St. Charles County Community College

Subscribed and sworn to before me this ____ day of _____, 2019.

Barbara Kavalier, President

Notary Public
Seal:

Bob Ronkoski, Chief of Police

Notary Public
Seal:

DRAFT

8. For the City of St. Peters, Missouri

Subscribed and sworn to before me this
____ day of _____, 2019.

Len Pagano, Mayor

Notary Public
Seal:

Richard Struttman, Chief of Police

Notary Public
Seal:

DRAFT

9. For the City of Wentzville, Missouri

Subscribed and sworn to before me this
____ day of _____, 2019.

Nick Guccione, Mayor

Notary Public
Seal:

Kurt Frisz, Chief of Police

Notary Public
Seal:

DRAFT

**10. For the City of Dardenne Prairie,
Missouri**

Subscribed and sworn to before me this
____ day of _____, 2019.

David Zucker, Mayor

Notary Public
Seal:

DRAFT

RBA FORM (OFFICE USE)

MEETING DATE: October 24, 2019

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: Professional Services Amendment to Electronic Controls Company (ECC) for Programmable Logic Controller (PLC) & Instrument programming.

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: Electric Controls Company (ECC) has provided programming services for the City's water, wastewater, and storm water Supervisory Control and Data Acquisition (SCADA) system since 2017. Using ECC eliminates the need to use multiple vendors for these services.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) This work is funded by the Water/Sewer Operating & Maintenance Fund. The City budgets \$25,000 annually for this work.

RBA requested by: Bob Mich 10-15-19 CA: [Signature]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT WITH ELECTRIC CONTROLS COMPANY TO PROVIDE TROUBLESHOOTING, GENERAL MAINTENANCE AND PROGRAMMING INTEGRATION SERVICES FOR THE CITY OF ST. PETERS' SCADA SYSTEM

WHEREAS, Electric Controls Company has been providing troubleshooting, general maintenance, and programming services for the City's Water, Wastewater, and Storm Water Supervisory Control and Data Acquisition Systems (SCADA) since 2017; and

WHEREAS, Electric Controls Company provides all the services necessary to identify, repair, maintain and programming integration for the City's SCADA system, eliminating the need to use multiple vendors for these services; and

WHEREAS, it is recommended the City execute a contract with Electric Controls Company in an amount not to exceed Twenty Five Thousand (\$25,000.00) dollars, to provide troubleshooting, general maintenance and programming integration services for the City's Water, Wastewater, and Storm Water Supervisory Control and Data Acquisition Systems (SCADA).

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 execute a contract with Electric Controls Company in an amount not to exceed Twenty-Five Thousand (\$25,000.00) dollars, to perform troubleshooting, general maintenance and programming integration services for the City's Water, Wastewater, and Storm Water Supervisory Control and Data Acquisition Systems (SCADA).

SECTION NO. 2. The City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City of St. Peters.

SECTION NO. 3 Savings.

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

No.

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 14th day of November, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

RBA FORM (OFFICE USE)

MEETING DATE: October 24, 2019

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: Compost Mixer Replacement Recommendation

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: Compost Mixer schedule replacement according to CIP and trade-in of existing mixer. Staff is recommending the lowest cost option. This will be a sole-source competitively negotiated purchase. See attached memorandum for further details.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Replacement Cost is \$138,500. Trade-in Value of Existing Mixer is \$13,000 for a final cost of \$125,500. Budget is \$120,000.

RBA requested by: Bill Mader 10-15-19 CA: Russ Bely



INTEROFFICE MEMORANDUM

TO: BILL MALACH
FROM: ELLIOT SCHNEIDER
SUBJECT: FY20 COMPOST MIXER REPLACEMENT RECOMMENDATION
DATE: 10/15/2019
CC: TIM MYERS

A Rotomix 3410 Industrial Feedstock Mixer was purchased in 2007 by the Water Environment Services Group as part of the biosolids management program. The unit is used to mix processed wood waste, yard waste, and biosolids to create a quality compost product and mitigate odor concerns. This unit was scheduled for replacement in 2016, however the group invested \$13,564.73 in 2014 to remanufacturing the unit to prolong the replacement of the unit until FY20. We had budgeted \$120,000.00 in CIP for replacement in FY20. The Earth Centre staff has solicited quotes in preparation of replacement while assembling the FY20 budget. Upon receipt of these quotes, it became evident that our current power supply panel and discharge conveyor would not function with a mixer from an alternate manufacturer. The Earth Centre staff recommends replacing our current mixer, with an updated model from the same manufacturer in lieu of soliciting sealed bids from the alternate manufacturers. This will allow a savings of approximately \$75,000 plus additional cost of accessory equipment.

Mixer History:

Throughout the duration of our ownership of our current mixer, the staff has been in constant communication, suggesting design changes and improvements as our current mixer was one of the first mixers Rotomix had placed in a compost operation. Rotomix has worked with the City on all of these improvements, yielding great success and efficiency in our operation. Our current mixer model is a 3410, thirty-four (34) cubic yard mixer and was sent out for a full factory remanufacture in 2014. This rebuild process encapsulated and addressed all of the staff's improvement request and concerns, and has operated successfully for the past five years. The staff has continued to work with Rotomix, and our improvement suggestions have been implemented in their newest thirty-four (34) cubic yard mixer, which is now a model 920-18. This model features increased horsepower in

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the electric motors, a taller frame scale which allows for faster unloading to our existing upgraded conveyor and improved placement of material on the conveyor, hard-faced counter screw discharging augers with replaceable flight pads, a full 3/8" thick stainless steel mixer shell, a tri-cog power torque belt and pulley sheave design, and an improved hydraulic assisted door design with a standalone hydraulic power unit. All of these improvements were items that staff has suggested to Rotomix, which are now standard options on new production units. By purchasing this new unit, staff would know exactly what to expect in terms of performance and efficiency, the stainless steel shell would allow this machine to extend the replacement cycle from 10-yr to at least 15-yr. Some components may need to be replaced during this extended replacement cycle. Furthermore this replacement unit will allow the staff to utilize the existing power distribution and control panel as well as the existing discharge conveyor (purchased in 2017).

Alternate Mixing Equipment:

The staff has compiled extensive research on alternate mixing equipment and there are essentially four manufactures that produce compost mixers; Doppstadt, Rotomix, Kuhn-Knight, and Luck-Now Mixers (Built by a Canadian entity known as Helm Manufacturing, sold and sourced by Engineered Compost Systems). The staff has toured facilities operating all of these units in both biosolids and green waste. The staff received the following quotes on alternate mixers, aiming for a thirty-four (34) cubic yard capacity. The Doppstadt unit including control panels, wiring and a new discharge conveyor, is \$434,679.00, The Rotomix 920-18 opted as describe is \$125,500.00, The Kuhn-Knight Reel-Augie with new control panel and discharge conveyor is \$228,400.00, and the Luck-Now Helm Mixer is \$208,000.00 which does not include a discharge conveyor or control panel but does include drawings for a local electrical contractor to assemble a panel.

<u>Manufacturer</u>	<u>Model</u>	<u>Budgetary Quote</u>	<u>Additional Equipment Needed</u>
Doppstadt	DM-215E Horizontal	\$434,679.00	Electric Control Panel
Kuhn-Knight	RC-295 Reel-Augie Horizontal	\$228,400.00	Electric Control Panel Discharge Conveyor
Helm Mfg.	2950 Vertical	\$208,000.00	Electric Control Panel Discharge Conveyor
Rotomix Mfg.	920-18 Horizontal	\$125,500.00	N/A

Equipment Evaluations:

Doppstadt DM-215E Horizontal Auger Mixer, is an exceptional mixing unit capable of handling up to fifty (50) cubic yards of material at a tremendous rate of production, however it is over-sized for our operation and excessively out of budget.

Kuhn-Knight RC-295“Reel-Augie” Horizontal Reel Mixer, although similar to the Rotomix unit, is not composed of stainless steel and the design of the rotor is not robust enough to handle our biosolids as quickly and efficiently as the Rotomix unit. Additionally, this unit would not work with our current control panel and conveyor. Ultimately, our facility would sacrifice a great deal of production efficiency by purchasing this unit.

Helm Manufacturing (Luck-Now) 2950 Twin Screw Vertical Mixer, does not offer a horizontal mixer large enough to meet our production goals. The current thirty-four (34) cubic yard mixer is a good fit for our facility and the improved Rotomix design will only increase production. The largest horizontal mixer made by Helm Mfg. is a twenty (20) cubic yard unit. To achieve a mixing volume upwards of thirty (30) cubic yard in a Helm unit, we would have to purchase a twin-screw vertical mixer. These mixers are not ideal for mixing biosolids as they cause excessive compaction, which over densifies the material and significantly reduces porosity and free-air space, two key factors needed when using aerated static pile composting (ASP).

Rotomix 920-10 Horizontal Roto-Auger Mixer, is an exceptional mixer, that meets or exceeds the staff's expectations and process efficiency needs of the City's facility. This mixer has essentially been designed around the City's facility as the staff has remained in continued contact with Rotomix Mfg. and has participated in several research and product development campaigns. This unit is slightly out of budget (\$5,500) as the staff has recommended upgrading to a full stainless steel body replaceable stainless liners, as this will allow the machine to be budgeted for a 15+ year replacement with a single liner replacement at the 7 year time frame. The staff has experienced great success with the current unit and the annual repair and maintenance costs on the current unit are minimal.

Summary:

2020 Rotomix Manufacturing 920-10 Mixer:

Base Price	\$86,115.00
Options	\$51,709
Freight	\$2,075.00
Total Unit Cost (FOB St. Peters)	\$139,899.00
Discount	-\$1,399.00
Trade-In Allowance	-\$13,000.00
Total Purchase Price	\$125,500.00

The Rotomix unit will be a direct replacement of the current unit not to incur any additional expenses as the new unit will function with the current operational platform, control panel, power supply, and discharge conveyor. The unit will exceed the budgeted \$120,000.00 by \$5,500 as the staff has recommended a full stainless steel shell to prolong replacement and machine longevity. In the attached quote you will see a \$4,999.00 line item, for a steel surcharge as raw steel for manufacturing is currently at an all-time high. This unit has essentially been designed around the City's facility, therefore its production, performance, and efficiency has already been proven on-site over the past twelve years. Any staff-suggested improvements have already been implemented by Rotomix in this new model and has been proven in production over the past three year and verified by the staff. This unit is the most advantageous for the facility in terms of cost and overall performance.

RBA FORM (OFFICE USE)

MEETING DATE: October 24, 2019

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 (X) 4 () All Wards ()

Brief Description: An ordinance to authorize the City Administrator to enter in to a contract to construct the Jungermann Road Safety Improvements Project.

Staff: Recommended (X) Not recommended () No Position ()

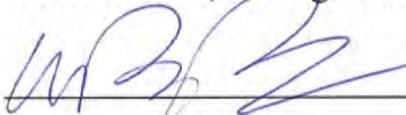
Summary/Explanation:

Please see the attached recommendation memo, dated October 18, 2019.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

The FY 2020 Transportation Trust Fund budget for this project is \$176,000.00.

RBA requested by: Burt Benesek, Manager/TDS CA: Russell W. Batzel







INTEROFFICE MEMORANDUM

TO: RUSSELL W. BATZEL, CITY ADMINISTRATOR
FROM: WILLIAM B. BENESEK, MANAGER/TDS *WB 10/18/19*
SUBJECT: BID RECOMMENDATION – JUNGERMANN ROAD SAFETY IMPROVEMENTS (BID NO. 19-184)
DATE: OCTOBER 18, 2019
CC: AMANDA RICH, TRANSPORTATION ENGINEER

Recommendation: I recommend the Jungermann Road Safety Improvements Project (Bid No. 19-184) be awarded to the low, responsive and responsible bidder, RV Wagner, Inc. of St. Louis, Missouri. Approval of this recommendation will authorize the award of a contract in the initial amount of \$160,745.20. The FY 2020 Transportation Trust Fund budget for this project is \$176,000.00.

The project is eligible to receive 80% St. Charles County Road Board funding up to \$138,008.90.

Background: On October 17, 2019 two (2) bids were received and opened for the Jungermann Road Safety Improvements project (Bid No. 19-184). These improvements will include inlaid pavement markers from Bartley Street to Willott Road, high friction surface treatment on the curve by Willott Road, and push button activated rectangular rapid flashing beacons for the midblock pedestrian crossing at Garden Valley Drive.

RV Wagner, Inc. of St. Louis, Missouri, submitted the lowest, responsive and responsible bid of \$160,745.20. RV Wagner’s bid is 33.2% lower than the second bid received from Venture Construction. Below is a summary of the bids received.

Bidder	Total
RV Wagner, Inc.	\$ 160,745.20
Venture Construction, Inc.	\$ 240,667.60

RV Wagner has been in business for over 50 years and specializes in various types of construction including concrete flatwork, concrete foundations, general contracting, highway and road reconstruction, sewer installation and repair, earthwork, bridges, and demolition of structures. RV Wagner successfully completed the West Sunny Hills Boulevard roadway construction project and the company has sufficient resources, staff and experience to complete the project as specified.