



# CITY OF ST. PETERS BOARD OF ALDERMEN

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

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November 14, 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. Presentation: Salvation Army
  - 4. Oath of Office: Police Officer Kevin M. Crum
  - 5. Recognition: MOCCFOA, City Clerk Smith
  - 6. Presentation: 2019 Blue Cart Crew Recycling Winners
  - 7. Proclamation: Native American Heritage Month, November 2019
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of October 24, 2019](#); and the [Regular Board of Aldermen meeting of October 24, 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: None
  - 4. St. Peters Business Spotlight: Show Me Care Bags - Jennifer Preston (Ward 1)
- F. Open Forum
  - 1. Citizens Petitions and Comments

2. Communications from the Elected Officials

3. Announcements

G. Public Hearings: None

H. Unfinished Business Items:

1. [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 (Item I-11 tabled from 10-24-19)

I. New Business Items:

1. [Bill No. 19-154: Bill](#) 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

2. [Bill No. 19-155: Bill](#) 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

3. [Bill No. 19-156: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into agreements with Gregg Gevers and Robyn L. Gevers providing for three Permanent Drainage Easements for development of Lot 1B and Lot 1C of Heritage Industrial Energy Plat Two

4. [Bill No. 19-157: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement providing a Temporary Construction Easement for construction of the Hunters Valley Storm Water Improvements Project – P-33 (Leitsch Family Trust)

5. [Bill No. 19-158: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute an agreement with RV Wagner, Incorporated for construction of the Jungermann Road Safety Improvements Project

6. [Bill No. 19-159: Bill](#) appointing a City Attorney and employing certain Special Counsel, amending certain sections of the St. Peters City Code with respect thereto, and repealing Ordinance Nos. 2916, 3088 and 4621

7. [Bill No. 19-160: Bill](#) of the City of St. Peters, Missouri, amending Title I of the St. Peters City Code by amending Section 130.080.A.1 by deleting it in its entirety; enacting, in lieu thereof, a new Section 130.080.A.1; and providing for the offense of Contempt of Court

8. [Bill No. 19-161: Bill](#) directing the City Administrator of the City of St. Peters, Missouri, to enter into a contract for the purchase of a stationary feedstock mixer

9. [Bill No. 19-162: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into a Professional Services Agreement with Pros Consulting to provide a Recreation Master Plan

10. [Bill No. 19-163: Bill](#) directing the City Administrator of the City of St. Peters, Missouri, to negotiate and execute a certain sale contract with 1035 St. Peters Howell Rd, LLC, for the sale of Fee Simple Title to Certain Real Property

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: November 8, 2019 at 5:00 p.m.

By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: December 19, 2019



CITY OF ST. PETERS BOARD OF ALDERMEN  
WORK SESSION MINUTES  
October 24, 2019

The Work Session was called to order at approximately 5:00 p.m. on Thursday, October 24, 2019 at the St. Peters Justice Center located at 1020 Grand Teton Drive. Lisa Schroeder, Deputy City Clerk, called the roll. The following were present: Mayor Pagano; Board President Bateman; Alderman Barclay; Alderman Hollingsworth; Alderman Reimer; Alderman Reitmeyer; Alderman Townsend; Alderman Trupiano; Alderman Violet 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 Struttmann, Police Chief; Russ Batzel, City Administrator; Special Counsel Randy Weber; and Lisa Schroeder, Deputy City Clerk.

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 Hollingsworth moved and Alderman Reitmeyer seconded the motion to remove Executive Decision for a Business District from the agenda for discussion. The motion was approved.

EXECUTIVE DECISION FOR A BUSINESS DISTRICT – MAYOR

Mayor discussed an ongoing issue of an outdoor music complaint in the Old Town Business District from a resident living behind a business with an outdoor wine garden where acoustic bands play music and have an agreement allowing so until 10:00 p.m. Aldermen Townsend and Reitmeyer advised they have visited the business and did not witness a concern for a peace disturbance from the sound level of the music being played outside. They further stated the band was facing towards the business and the music was not loud enough to be heard from inside the business. Alderman Townsend advised a decibel meter sound level check was completed at different times and was always found to be within the legal limits; but advised the business continues to be shut down from the police department due

to the noise complaint. Discussion continued with Special Counsel Weber and Chief Struttmann clarifying the City Code, 210.130, for Peace Disturbance and also advising the resident has never filed a formal complaint. Alderman Townsend stated that the business is no longer able to book future reservations in fear of events being shut down; with the history of being shut down prior to 10:00 p.m. Mayor advised he's concerned that if there is ever a formal complaint made, that points will go against the Business' Liquor License. Special Counsel Weber suggested a zoning change in this area to a business/entertainment district that will allow a permissible sound decibel level. After further discussion on this item, Alderman Townsend moved and Alderman Reimer seconded the motion to have staff further research on what can and should the City do to rectify this situation. Motion carried.

Alderman Barclay moved and Alderman Bateman seconded the motion to remove St. Charles County Regional Drug Task Force Renewal Agreement from the agenda for discussion. The motion was approved.

#### ST. CHARLES COUNTY REGIONAL DRUG TASK FORCE RENEWAL AGREEMENT – STRUTTMANN

Chief Struttmann advised that authorization is needed to renew the agreement with St. Charles County Regional Drug Task Force. He advised that this agreement is among political subdivisions within St. Charles County. The last agreement was in 2016 with renewal every three years. With Board approval, a draft resolution will be placed on the November 14, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Hollingsworth moved and Alderman Reimer seconded the motion to place this item on the November 14, 2019 Board of Aldermen meeting agenda. **The motion was approved. This item will be placed on the November 14, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Violet moved and Alderman Reimer seconded the motion to remove Professional Services Amendment for Programmable Logic Controller & Instrument Programming from the agenda for discussion. The motion was approved.

#### PROFESSIONAL SERVICES AMENDMENT FOR PROGRAMMABLE LOGIC CONTROLLER & INSTRUMENT PROGRAMMING – MALACH

Mr. Malach is requesting a professional services amendment to Electronic Controls Company (ECC) for Programmable Logic Controller and Instrument programming in the amount of \$25,000. Mr. Malach advised that ECC has provided programming services for the City of St. Peters water, wastewater, and storm water Supervisory Control and Data Acquisition system since 2017 and using ECC eliminates the need to use multiple vendors for these services. With Board approval, a draft resolution will be placed on the November 14, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Townsend moved and Alderman Reimer seconded the motion to place this item on the November 14, 2019 Board of Aldermen meeting agenda. **The motion was approved. This item will be placed on the November 14, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to remove Compost Mixer Replacement Recommendation from the agenda for discussion. The motion was approved.

#### COMPOST MIXER REPLACEMENT RECOMMENDATION – MALACH

Mr. Malach gave a slideshow presentation and advised a 2007 compost mixer unit is scheduled for replacement. Mr. Malach advised that after an extensive research, staff is recommending a 920-18 from Rotomix Manufacturing for \$125,500. With Board approval, a draft resolution will be placed on the November 14, 2019 Board of Aldermen agenda for consideration. No further comments or questions from the Board of Aldermen. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to place this item on the November 14, 2019 Board of Aldermen meeting agenda. **The motion was approved. This item will be placed on the November 14, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Violet moved and Alderman Reimer seconded the motion to remove Jungermann Road Safety Improvement Recommendation from the agenda for discussion. The motion was approved.

#### JUNGERMANN ROAD SAFETY IMPROVEMENT RECOMMENDATION – BENESEK

Mr. Benesek stated on October 17, 2019, the City received two (2) bids for the Jungermann Road Safety Improvements project. Mr. Benesek gave a slideshow presentation on the improvements to include inlaid pavement markers from Bartley Street to Willott Road, high friction surface treatment on the curve by Willott Road, and push button activated rapid flashing beacons for the midblock pedestrian crossing at Garden Valley Drive. After a thorough review, staff is recommending to lowest, responsive bid of \$160,745.20 by RV Wagner, Inc. RV Wagner's bid is 33.2% lower than the second low bid. This project is eligible to received 80% funding from the St. Charles County Road Board. With Board approval, a draft resolution will be placed on the November 14, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Bateman moved and Alderman Violet seconded the motion to place this item on the November 14, 2019 Board of Aldermen meeting agenda. **The motion was approved. This item will be placed on the November 14, 2019 Board of Aldermen meeting agenda for consideration.**

#### MISCELLANEOUS UPDATES – BATZEL

Mr. Batzel reminded the Board of Aldermen that there will only be one meeting during the months of November and December and some business items may need to be placed on both the Work Session and Board of Aldermen meeting agendas on the same night to facilitate business.

- INDUCEMENT RESOLUTION – PRATT

Ms. Pratt advised that Business Item I-11 on tonight's Board of Aldermen meeting agenda

Is a Resolution of Inducement for Chapter 100. Ms. Pratt stated a company representative was not able to finalize their review of this resolution and therefore would like to request this item be tabled and placed on the November 14, 2019 Board of Aldermen meeting agenda for consideration. No further comments or questions. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to table this business item until November 14, 2019. The motion was approved. **This item will be placed on the November 14, 2019 Board of Aldermen meeting agenda for consideration.**

#### BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

None

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

Alderman Barclay moved and Alderman Reimer seconded the motion to enter Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6) and then adjourn the Work Session meeting from the Executive Session. With the motion approved, the Board of Aldermen entered Executive Session at approximately 5:55 p.m. Roll Call was taken as follows: President of the Board of Aldermen, Alderman Bateman: yes; Alderman Violet: yes; Alderman Hollingsworth: yes; Alderman Reitmeyer: yes; Alderman Townsend: yes; Alderman Barclay: yes; Alderman Reimer: yes; Alderman Trupiano: yes.

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

Alderman Barclay moved and Alderman Hollingsworth seconded the motion to adjourn the Executive Session and the Work Session meetings. The motion carried and the Executive Session and the Work Session was adjourned at approximately 6:40 p.m. with roll call shown as follows: President of the Board of Aldermen, Alderman Bateman, yes; Alderman Hollingsworth: yes; Alderman Reitmeyer, yes; Alderman Reimer, yes; Alderman Barclay, yes; Alderman Reimer, yes; Alderman Trupiano, yes; Alderman Violet, yes.

Submitted by,

Lisa L. Schroeder  
Deputy City Clerk



CITY OF ST. PETERS CITY HALL  
BOARD OF ALDERMEN REGULAR MEETING MINUTES  
OCTOBER 24, 2019

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 6:40 p.m. on October 24, 2019, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Lisa Schroeder, Deputy City Clerk, called the roll. Present were: Mayor Pagano; Alderman Barclay; Board President Bateman; Alderman Hollingsworth; Alderman Reimer; Alderman Reitmeyer; Alderman Townsend; Alderman Trupiano; Alderman Violet; Special Counsel Weber; Chief Struttmann; City Administrator Batzel; and Deputy City Clerk Schroeder. Steve Koeneman delivered the Invocation. Girl Scout Alyssa Miller from Troop #45 led the Pledge of Allegiance.

RECOGNITION: GIRL SCOUT GOLD AWARD, ALYSSA MILLER

Alderman Townsend along with Alderman Bateman and Alderman Hollingsworth presented Alyssa Miller with a recognition for receiving the Girl Scout Gold Award for identifying a need in her Francis Howell Band community and organized the Viking Band Student Board to ensure students participating in the band program felt responsible for maintaining the integrity of the equipment and space. Alyssa completed several initiatives including constructing new shelves in the instrument closets and clean equipment and pit room.

Alderman Barclay left the meeting in progress at 6:48 p.m. and returned at 6:49 p.m.

RECOGNITION: RANDOM ACTS OF KINDNESS, RICHARD MUELLER OF WARD 2

Aldermen Bateman and Hollingsworth presented Richard Mueller (Ward 2) with the Random Act of Kindness recognition for always being a friendly and helpful neighbor to everyone in the neighborhood. Mr. Mueller introduced those in attendance. Mr. Mueller was nominated by his neighbor Sandy Hennen.

PROCLAMATION: 29TH ANNUAL NO HUNGER HOLIDAY, MIKE NARKAWICZ

Alderman Reitmeyer read and presented Mike Narkawicz from the Knights of Columbus with a Proclamation for the 29th Annual No Hunger Holiday on Tuesday, November 26, 2019. Mr. Narkawicz thanked the City representatives for their monetary and volunteer support for this program.

PROCLAMATION: "SMALL BUSINESS SATURDAY", SCOTT TATE WITH CHAMBER OF COMMERCE

Alderman Bateman read and presented the proclamation for Small Business Saturday to Scott Tate and Lori Tainter with the Chamber of Commerce. Small Business Saturday supports local small businesses on November 30, 2019 and throughout the year.

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

Alderman Violet moved and Alderman Townsend seconded the motion to approve the Board of Aldermen Work Session meeting minutes of October 10, 2019; and the Regular Board of Aldermen meeting minutes of October 10, 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

PUD AGREEMENT, CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF MID AMERICA – POWERS

Ms. Powers stated L3 Investments, LLC is requesting a change of zoning for R-1 Single Family Residential to a Planned Urban Development (PUD). The site, shown on an aerial PowerPoint slide, is located east of Birdie Hills Road, south of Soutee Drive at 250 Birdie Hills. This would allow seven (7) lots on 2.6+/- acres. Staff, and the Planning and Zoning Commission recommended approval. The Project Engineer was available to answer questions. No further comments or questions. **This is business item I-01 on this evening's Board of Aldermen meeting agenda for consideration.**

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. 19-146: ORDINANCE NO. 7218: 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

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read Bill No. 19-146 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Violet moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-146 passed becoming Ordinance No. 7218.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 19-147: ORDINANCE NO. 7219: 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.)

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read Bill No. 19-147 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Violet moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-147 passed becoming Ordinance No. 7219.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 19-148: ORDINANCE NO. 7220: 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

Alderman Bateman moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reimer seconded the motion to read Bill No. 19-148 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 Hollingsworth seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-148 passed becoming Ordinance No. 7220.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 19-149: ORDINANCE NO. 7221: 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)

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. 19-149 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Bateman 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 Violet moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-149 passed becoming Ordinance No. 7221.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 19-150: ORDINANCE NO. 7222: 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)

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read Bill No. 19-150 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Hollingsworth moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-150 passed becoming Ordinance No. 7222.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 19-151: ORDINANCE NO. 7223: 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)

Alderman Barclay moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Violet seconded the motion to read Bill No. 19-151 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Violet moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-151 passed becoming Ordinance No. 7223.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 19-152: ORDINANCE NO. 7224: 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)

Alderman Townsend moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Townsend moved and Alderman Reitmeyer seconded the motion to read Bill No. 19-152 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Townsend moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-152 passed becoming Ordinance No. 7224.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 19-153: ORDINANCE NO. 7225: 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)

Alderman Barclay moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Hollingsworth seconded the motion to read Bill No. 19-153 for the first time. The motion carried and Alderman Violet 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 Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-153 passed becoming Ordinance No. 7225.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes

Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1579: 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

Alderman Townsend moved and Alderman Reitmeyer seconded the motion to introduce the Resolution. The motion carried. Alderman Townsend moved and Alderman Reitmeyer seconded the motion to read the Resolution for the first time. The motion carried and Alderman Barclay read the Resolution. Alderman Barclay noted a scrivener's error in Section 1.3 that was amended to read as follows: "...in a condition **safe** for all users." Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to put the Resolution to a final vote as amended. The motion was approved and Resolution No. 1579 was adopted.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1580: A RESOLUTION OF THE CITY OF ST. PETERS ADOPTING THE ST. LOUIS REGIONAL HAZARD MITIGATION PLAN 2020-2025 (UPDATED 2019)

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to introduce the Resolution. The motion carried. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read the Resolution for the first time. The motion carried and Alderman Reitmeyer read the Resolution. Alderman Reimer moved and Alderman Hollingsworth seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1580 was adopted.

Barclay: Yes Reimer: Yes Hollingsworth: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/TABLED: A 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

Alderman Barclay moved and Alderman Hollingsworth seconded the motion to table Business Item I-11, to the November 14, 2019 Regular Board of Aldermen meeting. The motion was approved.

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 Barclay moved and Alderman Hollingsworth seconded the motion to adjourn the Regular Board of Aldermen meeting. Motion approved and the Regular Board of Aldermen meeting adjourned at approximately 8:03 p.m.

Respectfully submitted,

Lisa L. Schroeder  
Deputy City Clerk

DRAFT

**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 14<sup>th</sup> day of November, 2019.

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

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

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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.

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.

*Remainder of Page Intentionally Left Blank*

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:

DRAFT

**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:

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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:

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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:

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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

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.

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 14<sup>th</sup> day of November, 2019.

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

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

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AGREEMENTS WITH GREGG GEVERS AND ROBYN L. GEVERS PROVIDING FOR THREE PERMANENT DRAINAGE EASEMENTS FOR DEVELOPMENT OF LOT 1B AND LOT 1C OF HERITAGE INDUSTRIAL ENERGY PLAT TWO

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, to control and facilitate stormwater flow within the City; and

WHEREAS, development of Lot 1B and Lot 1C of Heritage Industrial Energy Plat Two necessitates obtaining three (3) Permanent Drainage Easement from Gregg Gevers and Robyn L. Gevers, husband and wife.

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

SECTION 1. The City does hereby accept and agrees to said permanent drainage easements, 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, three (3) Permanent Drainage Easement Agreements, in substantially the forms attached hereto and made a part hereof, with Gregg Gevers and Robyn L. Gevers, husband and wife.

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

No.

SECTION 3. Savings Clause

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

SECTION 4. Severability Clause

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

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

Read two times, passed, and approved this 14<sup>th</sup> day of November, 2019.

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

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

No.

## Permanent Drainage Easement Agreement

*This Agreement*, made and entered into as of the 25<sup>th</sup> day of October, 2019, by and between Gregg Gevers and Robyn L. Gevers, husband and wife, whose mailing address is 104 Sunnyside Estates Court, O'Fallon, Missouri 63368, 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.





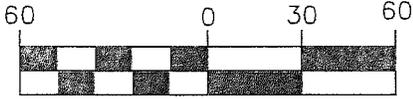


DESCRIPTION  
PERMANENT DRAINAGE EASEMENT  
LOT 1C

An eight feet (8') wide easement along the Western property line of Lot 1C of Heritage Industrial Energy Plat Two as recorded in Plat Book 45, Pages 399-400 of the St. Charles County Records, Township 47 North, Range 4 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the Southwestern corner of Lot 1C of the aforesaid Heritage Industrial Energy Plat Two, said point being on the Northern right-of-way line of Ecology Court (50'W); thence along the Western and Northern lot lines of said Lot 1C North  $17^{\circ} 54' 26''$  East for a distance of 397.05 feet to a point; thence South  $72^{\circ} 05' 34''$  East for a distance of 8.00 feet to a point; thence leaving said lot line South  $17^{\circ} 54' 26''$  West for a distance of 398.34 feet to a point on the aforesaid Ecology Court (50'W); thence along said right-of-way along a non-tangential curve to the right an arc length of 6.62 feet having a radius of 275.00 feet to a point of tangency; thence North  $62^{\circ} 22' 42''$  West for a distance of 1.49 feet to the POINT OF BEGINNING and containing 3,182 square feet, more or less.

GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

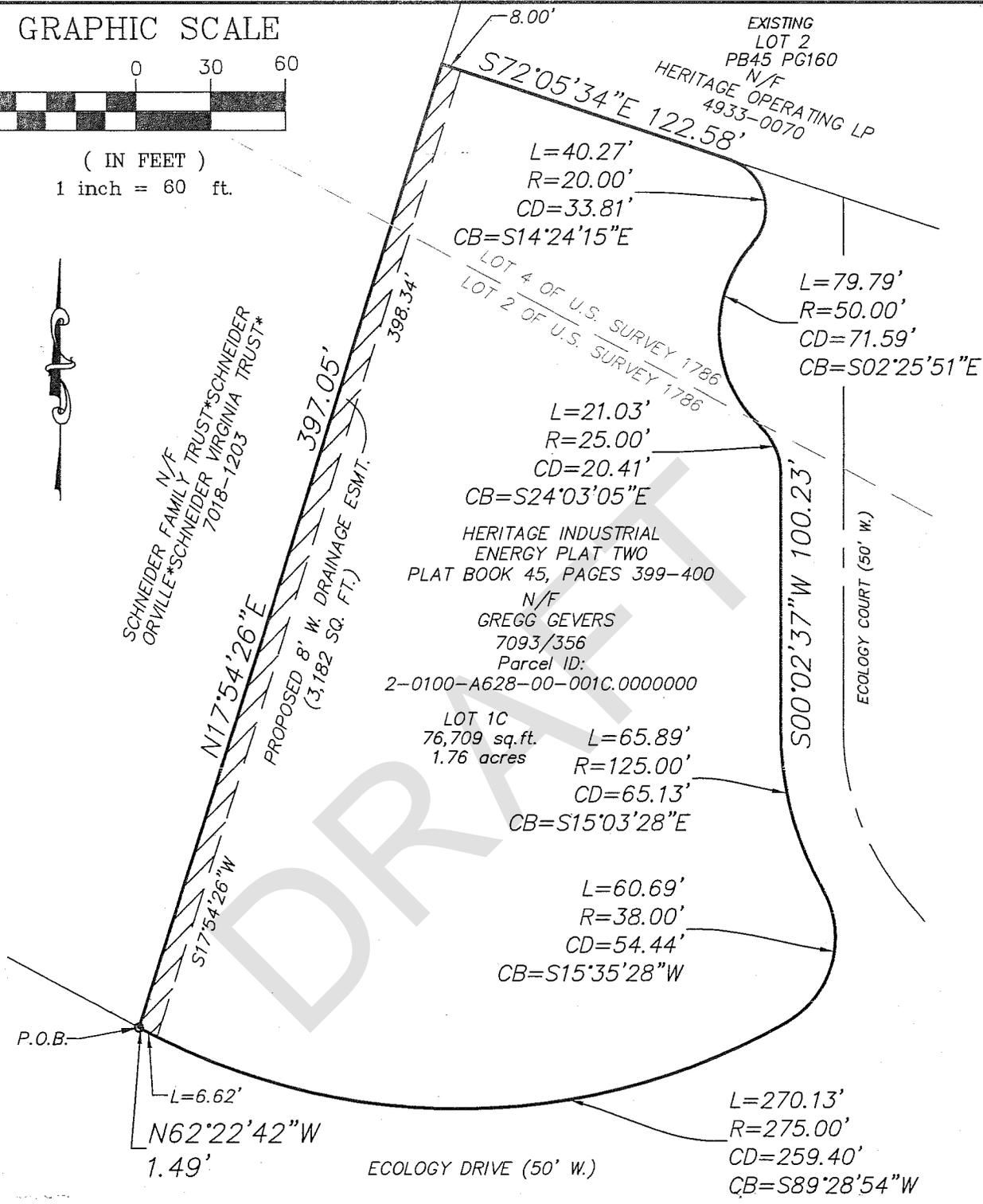


EXHIBIT "A"

INITIAL:

DRAINAGE EASEMENT EXHIBIT  
Lot 1C of Heritage Industrial Energy Plat Two  
Recorded in Plat Book 45, Pages 399-400,  
Township 47 North - Range 4 East,  
St. Charles County, Missouri

## Permanent Drainage Easement Agreement

*This Agreement*, made and entered into as of the 25<sup>th</sup> day of October, 2019, by and between Gregg Gevers and Robyn L. Gevers, husband and wife, whose mailing address is 104 Sunnyside Estates Court, O'Fallon, Missouri 63368, 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:**

By: Robyn L. Gevers  
Robyn L. Gevers

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

On this 25<sup>th</sup> day of October, 2019, before me personally appeared Robyn L. Gevers, known to me to be the person who executed the within Permanent Drainage Easement Agreement and acknowledged to me that she executed the same as her 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.

Brittany A. Mische  
Notary Public

My Commission Expires:

10-14-2022



**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 \_\_\_\_\_, 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 by official seal in the County and State aforesaid, the day and year first above written.

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

My Commission Expires:

DESCRIPTION  
PERMANENT DRAINAGE EASEMENT  
LOT 1B

An easement on a tract of land being part of Lot 1B of Heritage Industrial Energy Plat Two as recorded in Plat Book 45, Pages 399-400 of the St. Charles County Records, Township 47 North, Range 4 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the Northwestern corner of Lot 1B of the aforesaid Heritage Industrial Energy Plat Two, said point being the common corner of Lots 1A and 1B and the Eastern right-of-way line of Ecology Court (50'W); thence along the northwestern and northeastern lot lines of said Lot 1B North  $49^{\circ} 16' 36''$  East for a distance of 243.46 feet to a point; thence South  $62^{\circ} 24' 16''$  East for a distance of 93.20 feet to a point; thence South  $40^{\circ} 43' 24''$  East for a distance of 16.24 feet to a point; thence leaving said lot line North  $62^{\circ} 24' 16''$  West for a distance of 106.37 feet to a point; thence South  $49^{\circ} 16' 36''$  West for a distance of 261.25 feet to a point on the aforesaid Ecology Court (50'W); thence along said right-of-way along a non-tangential curve to the right an arc length of 6.31 feet having a radius of 25.00 feet to a point of reverse curvature; thence along a curve to the left an arc length of 16.79 feet having a radius of 50.00 feet, and whose long chord bears North  $38^{\circ} 36' 39''$  East a chord distance of 16.72 feet to the POINT OF BEGINNING and containing 1,599 square feet, more or less.

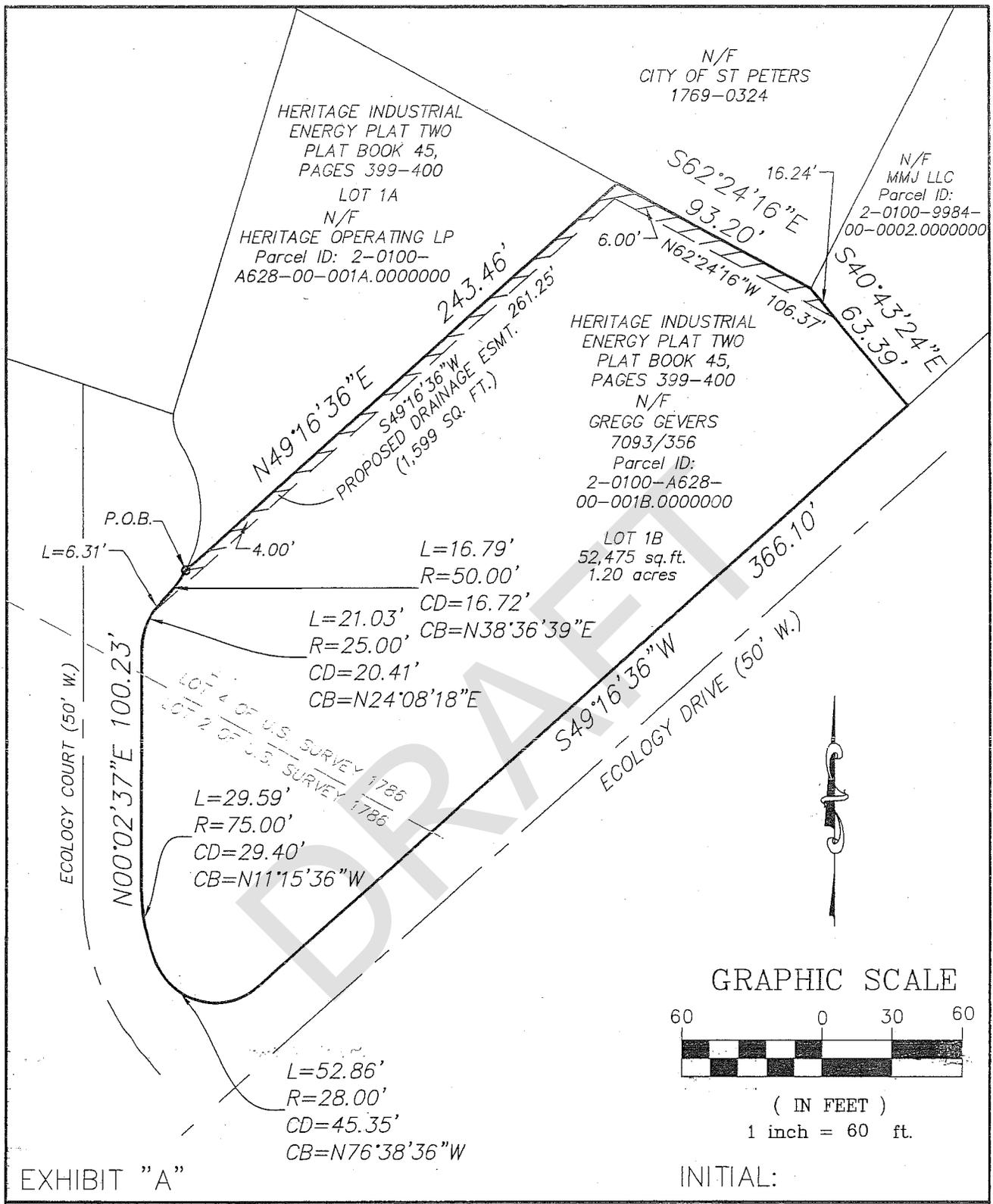


EXHIBIT "A"

INITIAL:

**DRAINAGE EASEMENT EXHIBIT**  
 Lot 1B of Heritage Industrial Energy Plat Two  
 Recorded in Plat Book 45, Pages 399-400,  
 Township 47 North - Range 4 East,  
 St. Charles County, Missouri

## Permanent Drainage Easement Agreement

*This Agreement*, made and entered into as of the 25<sup>th</sup> day of October, 2019, by and between Gregg Gevers and Robyn L. Gevers, husband and wife, whose mailing address is 104 Sunnyside Estates Court, O'Fallon, Missouri 63368, 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.





**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 \_\_\_\_\_, 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 by official seal in the County and State aforesaid, the day and year first above written.

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

My Commission Expires:

DESCRIPTION  
PERMANENT DRAINAGE EASEMENT  
LOT 1B

A tract of land being part of Lot 1B of Heritage Industrial Energy Plat Two, a subdivision according to the plat thereof recorded in Plat Book 45, Pages 399 and 400 of the St. Charles County Records, in Township 47 North - Range 4 East, St. Charles County, Missouri and being more particularly described as:

BEGINNING at the most Eastern corner of said Lot 1B of Heritage Industrial Energy Plat Two; thence South 49 degrees 16 minutes 36 seconds West, a distance of 366.10 feet and along a curve to the right having a radius of 28.00 feet, an arc length of 15.15 feet and whose chord bears South 64 degrees 46 minutes 40 seconds West, a chord distance of 14.97 feet along the Southeast line of said Lot 1B to a point; thence North 49 degrees 16 minutes 36 seconds East, a distance of 380.52 feet to the Northeast line of said Lot 1B; thence South 40 degrees 43 minutes 24 seconds East, a distance of 4.00 feet along said Northeast line to the POINT OF BEGINNING and containing 1,503 square feet, more or less.

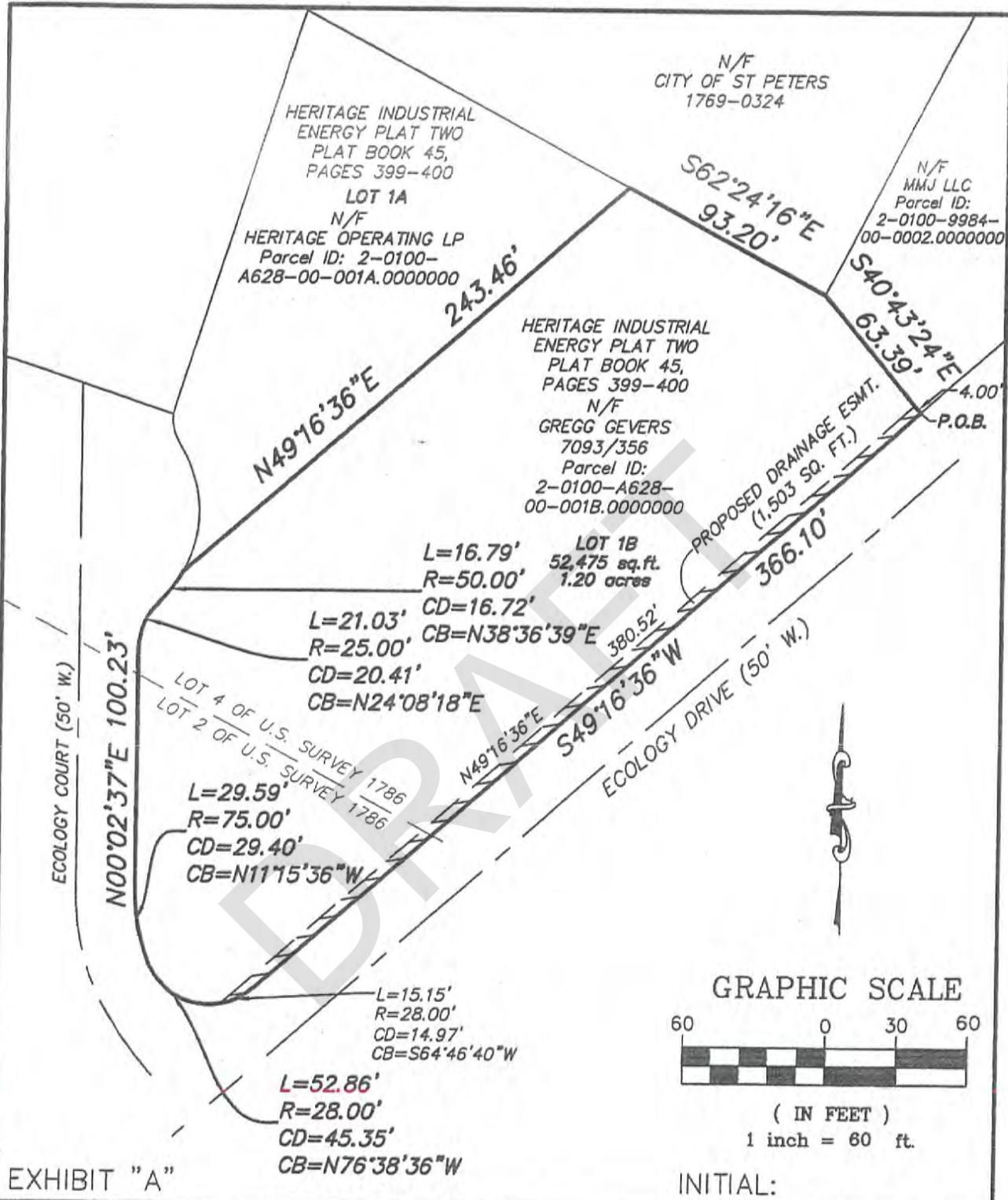


EXHIBIT "A"

INITIAL:

**DRAINAGE EASEMENT EXHIBIT**  
 Lot 1B of Heritage Industrial Energy Plat Two  
 Recorded in Plat Book 45, Pages 399-400,  
 Township 47 North - Range 4 East,  
 St. Charles County, Missouri

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT PROVIDING A TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF THE HUNTERS VALLEY STORM WATER IMPROVEMENTS PROJECT – P-33 (LEITSCH FAMILY TRUST)

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 Patricia C. Leitsch, Trustee of the Leitsch Family Trust dated September 25, 2015.

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 Patricia C. Leitsch, Trustee of the Leitsch Family Trust dated September 25, 2015, for the Hunters Valley Stormwater Improvements Project – P-33.

SECTION NO. 2. 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. 3. 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. 4. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 14<sup>th</sup> day of November, 2019.

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

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

# Temporary Construction Easement Agreement

*This instrument*, made and entered into this 18 day of October, 2011, by and between, Patricia C. Leitsch, Trustee of the Leitsch Family Trust dated September 25, 2015, whose mailing address is 7 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.



**GRANTEE:**

**CITY OF ST. PETERS, MISSOURI**

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

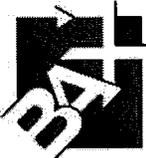
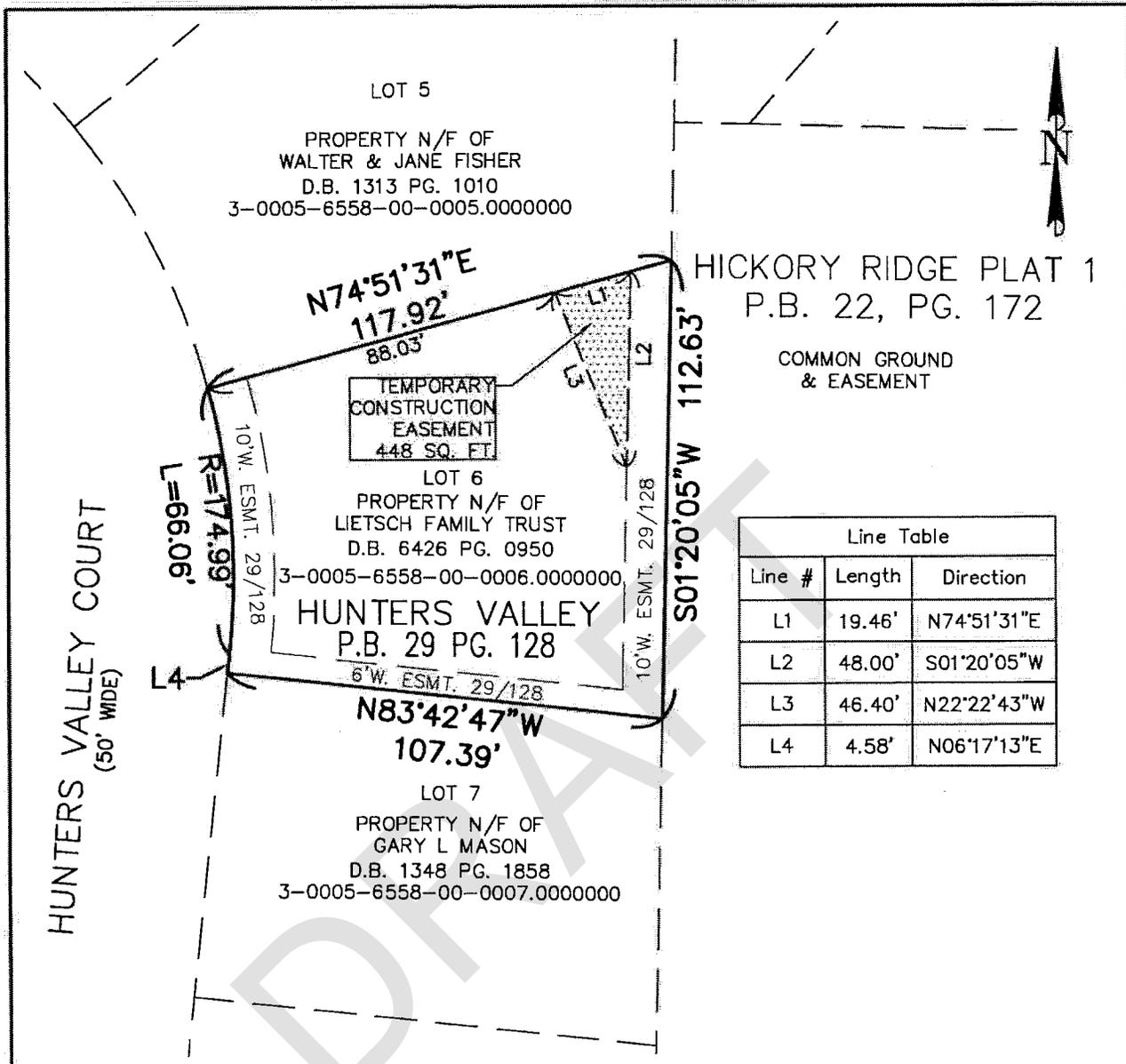
STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF ST. CHARLES    )

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:



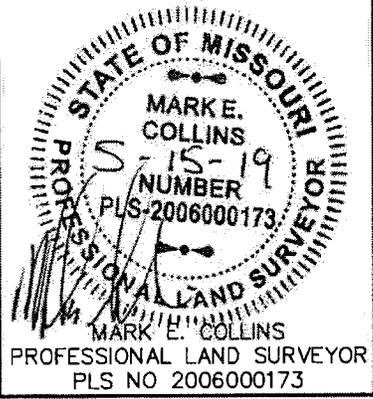
**BAX ENGINEERING CO.**  
221 POINT WEST BLVD.  
ST. CHARLES, MO 63301  
636-928-5552

- 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: 18-17387E
FILE: 17387BTCE2
SHEET: 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

LOT 6  
"HUNTERS VALLEY"  
P.B. 29, PG. 128,  
TOWNSHIP 46 NORTH, RANGE 4 EAST,  
ST. CHARLES COUNTY, MISSOURI



MISSOURI STATE  
CERTIFICATE OF  
AUTHORITY  
SURVEYING:  
#000144

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE AN AGREEMENT WITH RV WAGNER, INCORPORATED FOR CONSTRUCTION OF THE JUNGERMANN ROAD SAFETY IMPROVEMENTS PROJECT

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

WHEREAS, the City solicited bids for the Jungermann Road Safety Improvements Project; and

WHEREAS, bid proposals were received from two (2) bidders on October 17, 2019; and

WHEREAS, it is recommended that an agreement for the Jungermann Road Safety Improvements Project be awarded to RV Wagner, Incorporated, of St. Louis, Missouri.

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

SECTION 1. That contingent upon Missouri Department of Transportation approval, the City Administrator of the City of St. Peters, Missouri be and he is hereby authorized to enter into a contract with RV Wagner, Incorporated, in the initial amount of \$160,745.20 for the construction of the Jungermann Road Safety Improvements Project. Upon approval of the City Administrator the initial contract amount shall be adjusted as necessary based on the final measured quantities at the unit prices bid in the contract.

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

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

to produce such documentation. Non-compliance with this ordinance will be investigated and adjudicated by the Department of Labor and Industrial Relations pursuant to RSMo 292.675.

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

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

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

Read two times, passed and approved this 14<sup>th</sup> day of November, 2019.

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

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

ORDINANCE NO.

AN ORDINANCE APPOINTING A CITY ATTORNEY AND EMPLOYING CERTAIN SPECIAL COUNSEL, AMENDING CERTAIN SECTIONS OF THE ST. PETERS CITY CODE WITH RESPECT THERETO, AND REPEALING ORDINANCE NOS. 2916, 3088 AND 4621

WHEREAS, the City of St. Peters has a vacancy in the office of City Attorney; and

WHEREAS, from time-to-time the City issues or is beneficiary of the issuance of bonds or other debt obligations (“Municipal Obligations”); and

WHEREAS, the City is in need of advice and counsel, from time-to-time, from a law firm which is experienced in the issuance of such Municipal Obligations; and

WHEREAS, the City is in need of advice and counsel, from time-to-time, from a law firm which is experienced in municipal employment law matters; and

WHEREAS, Section 79.230 RSMo. 2016, as amended, provides in pertinent part:

**Appointive officers.** – The mayor, with the consent and approval of the majority of the members of the board of aldermen, shall have power to appoint a ... city attorney ... and if deemed for the best interests of the city, the mayor and board of aldermen may, by ordinance, employ special counsel ... to assist the city attorney...; and

WHEREAS, the Mayor does hereby appoint Wm. Randolph Weber, John A. Young, and the law firm of Hamilton Weber LLC, as City Attorneys for the City of St. Peters to generally represent the City in the administration of its affairs; and

WHEREAS, the Mayor and Board of Aldermen wish to employ Mark D. Grimm, Shannon W. Creighton and the law firm of Gilmore & Bell, PC, as special counsel, to assist the City Attorneys in the issuance of Municipal Obligations, to serve as the City’s Bond Counsel and to perform such other services as are necessary to facilitate the successful administration of the City’s Chapter 100 Bond Projects; and

WHEREAS, the Mayor and Board of Aldermen wish to employ R. Michael Lowenbaum, Katrina Y. Morgan and the law firm of Jackson Lewis P.C., as special counsel, to assist the City Attorneys in municipal employment law matters.

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

SECTION NO. 1. Ordinance Nos. 2916, 3088 and 4621 are hereby repealed.

SECTION NO. 2. The Board of Aldermen of the City of St. Peters hereby consents to and approves the appointment of Wm. Randolph Weber, John A. Young, and the law firm of Hamilton Weber LLC, as City Attorneys for the City pursuant to Section 79.230, RSMo., as amended, and to generally represent the City in the administration of all of its affairs, and for such legal services rendered, Wm. Randolph Weber, John A. Young, and the law firm of Hamilton Weber LLC shall (i) be compensated on an hourly basis payable to Hamilton Weber LLC, at such rates as the Mayor shall establish, in his proposed budget, the aggregate estimated sum of which the Board of Aldermen shall approve annually in the budget adopted by the City, as the budget may thereafter be amended from time to time, and (ii) be reimbursed all of their out-of-pocket expenses at the time such costs are incurred.

The Board of Aldermen hereby further finds and declares that the named City Attorneys are independent contractors and appointed officers of the City, but are not considered employees of the City and no monies shall be withheld from their compensation for income or social security taxes, nor are any employment benefits to be provided by the City to them as are provided to its employees, whether vacation, health, dental or vision insurance, or contributions to LAGERS, nor will the City provide the named City Attorneys with an office, phone, computer, or supplies necessary to perform their duties hereunder.

SECTION NO. 3. The Mayor and Board of Aldermen of the City of St. Peters hereby employ Mark D. Grimm, Shannon W. Creighton and the law firm of Gilmore & Bell, PC, as special counsel, pursuant to Section 79.230, RSMo. 2016, as amended, to assist the City Attorney in the issuance of Municipal Obligations and to serve as the City's Bond Counsel, and to perform such other services as are necessary to facilitate the successful administration of the City's Chapter 100 Bond Projects, and shall (i) be compensated by a maximum fee per transaction to be negotiated by the City and Gilmore & Bell, PC, at the outset of each Municipal Obligation after determination of the nature and structure of the transaction, (ii) be compensated for all other services on an hourly basis at such rates as the Mayor shall establish in his proposed budget, the aggregate estimated sum of which the Board of Aldermen shall approve annually in the budget adopted by the City, as the budget may thereafter be amended from time to time, and (iii) be reimbursed all of their out-of-pocket expenses at the time such costs are incurred, all of which fees and costs shall be payable to Gilmore & Bell, PC.

The Board of Aldermen hereby further finds and declares that the hereinabove named special counsel are independent contractors and appointed officers of the City, but are not considered employees of the City and no monies shall be withheld from their compensation for income or social security taxes, nor are any other employment benefits to be provided by the City to them as are provided to its employees, whether vacation, health, dental or vision insurance, or contributions to LAGERS, nor will the City provide the named special counsel with an office, phone, computer, or supplies necessary to perform their duties hereunder.

SECTION NO. 4. The Mayor and Board of Aldermen of the City of St. Peters hereby employ R. Michael Lowenbaum and Katrina Y. Morgan and the law firm of Jackson Lewis P.C., as special counsel, pursuant to Section 79.230, RSMo. 2016, as amended, to assist the City Attorney in municipal employment law matters and shall (i) be compensated on an hourly basis

payable to Jackson Lewis P.C., at such rates as the Mayor shall establish in his proposed budget, the aggregate estimated sum of which the Board of Aldermen shall approve annually in the budget adopted by the City, as the budget may thereafter be amended from time to time, and (ii) be reimbursed all of their out-of-pocket expenses at the time such costs are incurred.

The Board of Aldermen hereby further finds and declares that the hereinabove named special counsel are independent contractors and appointed officers of the City, but are not considered employees of the City and no monies shall be withheld from their compensation for income or social security taxes, nor are any other employment benefits to be provided by the City to them as are provided to its employees, whether vacation, health insurance, or contributions to LAGERS, nor will the City provide the named special counsel with an office, phone, computer, or supplies necessary to perform their duties hereunder.

SECTION NO. 5. The caption to Article VII of Chapter 115 of the St. Peters City Code is hereby amended to read as follows:

ARTICLE VII  
City Attorney

SECTION NO. 6. Section 115.340. Appointment of the St. Peters City Code is hereby deleted in its entirety, and there is hereby adopted in lieu thereof the following:

Section 115.340. Appointment.

The Mayor, with the consent and approval of the majority of the members of the Board of Aldermen shall have the power to appoint a City Attorney or Attorneys licensed to practice law in the State of Missouri. The person or persons appointed as City Attorney or Attorneys are hereby deemed to be an officer of the City under Section 79.230, RSMo. 2016, as amended.

SECTION NO. 7. Section 115.350. Duties Generally and Section 115.360 Term-Removal of the St. Peters City Code shall be amended by deleting the words “Special Counsel” as they appear and inserting in lieu thereof “City Attorney.”

SECTION NO. 8. Section 200.170. Creation of Ranger Division, Section 200.190 Other Employees, and Section 700.050 Liability For Payment Generally, Collection of the St. Peters City Code shall be amended by deleting the words “special counsel” as they appear and inserting in lieu thereof “the City Attorney.”

SECTION NO. 9. Section 405.460. Site Plan Review, shall be amended by deleting the words “special counsel” as they appear and inserting in lieu thereof “Attorney.”

SECTION NO. 10. Section 510.040. Electrical Code-Amendments, shall be amended by deleting the words “legal counsel” as they appear and inserting in lieu thereof “City Attorney.”

SECTION NO. 11. Section 130.140. Procedures Governing Administrative Warrants, shall be amended by deleting the words “attorney of the City” or “an attorney for the City” as they appear and inserting in lieu thereof “the City Attorney.”

SECTION NO. 12. Section 200.030.A. Powers and Duties Generally, shall be amended by deleting the words “City Attorney” as it appears and inserting in lieu thereof “Municipal Prosecuting Attorney.”

SECTION NO. 13. Section 135.080.A. Professional Consulting Service-Selection Policy, shall be amended, by deleting in the 2<sup>nd</sup> paragraph thereof, the words “; and attorneys at law, providing legal services to the City,” and inserting in lieu thereof the word “to.”

SECTION NO. 14. 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. 15. 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. 16. 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 14th day of November, 2019.

---

Len Pagano, as Presiding Officer and as Mayor

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

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING TITLE I OF THE ST. PETERS CITY CODE BY AMENDING SECTION 130.080.A.1 BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 130.080.A.1; AND PROVIDING FOR THE OFFENSE OF CONTEMPT OF COURT

WHEREAS, pursuant to Section 479.070, RSMo., “The municipal judge shall have the power to administer oaths and enforce due obedience to all orders, rules and judgments made by him, and may fine or imprison for contempt committed before such judge while holding court, in the same manner and to the same extent as a circuit judge;”

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

SECTION NO. 1. That Title I of the St. Peters City Code be and is hereby amended by deleting Section 130.080.A.1 in its entirety, and enacting, in lieu thereof, a new Section 130.080.A.1, to read as follows:

A. The Municipal Judge of the St. Peters Municipal Court:

1. Shall administer oaths and enforce due obedience to all orders, rules and judgments made by him/her and, **consistent with Sections 476.110 to 476.140, RSMo., as amended**, fine and imprison for contempt committed before him/her while holding **Municipal** Court, in the same manner and to the same extent as a Circuit Judge, **if such person or persons be guilty of:**
  - a. **Disorderly, contemptuous or insolent behavior committed during the Municipal Court’s session, in the Municipal Court’s immediate view and presence, and directly tending to interrupt its proceeding or to impair the respect due to its authority;**
  - b. **Any breach of the peace, noise or other disturbance directly tending to interrupt the judicial proceedings;**
  - c. **Willful disobedience of any order, rule or process lawfully issued or made by the Municipal Court; or**
  - d. **Resistance willfully offered to the lawful order or process of the Municipal Court; and**

- e. **The contumacious and unlawful refusal of any person to be sworn as a witness, or, when so sworn, to refuse to answer any legal and proper interrogatory.**

SECTION NO. 2. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

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.

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 invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

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

Attest:

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

ORDINANCE NO.

AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A STATIONARY FEEDSTOCK MIXER

WHEREAS, the City of St. Peters desires to replace an existing feedstock mixer for the operation of Earth Centre Composting Facility in order to provide continued, quality service to it's residents; and

WHEREAS, funds have been appropriated by the Board of Aldermen for the procurement of a stationary feedstock mixer; and

WHEREAS, the City solicited quotes for the procurement of a stationary feedstock mixer from four (4) equipment suppliers ; and

WHEREAS, the City competitively negotiated with the lowest qualified supplier, for the purchase of a new stationary feedstock mixer and trade-in of the existing Roto-Mix 3410 stationary feedstock mixer; and

WHEREAS, it is recommended that the City enters into a purchase agreement with Roto-Mix of Dodge City, Kansas.

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

**SECTION NO. 1.** The City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to execute a contract with Roto-Mix of Dodge City, Kansas in the initial amount of \$125,500.00 for the purchase of a Roto-Mix 920-18 "Commercial Series" Stationary Mixer with specified options and warranty including the trade-in value of the existing Roto-Mix 3410 unit.

**SECTION NO. 2.** That 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.** This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

**SECTION NO. 4.** Savings.

Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any

No.

other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

**SECTION NO. 5. Severability.**

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

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

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

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

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PROS CONSULTING TO PROVIDE A RECREATION MASTER PLAN

WHEREAS, the City owns and operates municipal recreation facilities to serve the residents and visitors of the City of St. Peters; and

WHEREAS, the City of St. Peters is desirous of continuing to enhance the quality of life for the residents of the City through continued improvements in recreational services; and

WHEREAS, staff identified the need for a Recreation Master Plan to assess the operations, programs and financial sustainability of the recreation services provided by the City; and

WHEREAS, the City, solicited proposals for a Recreation Master Plan to include an operational, program and financial assessment of Rec Plex, Rec Plex South and the outdoor pools to provide guidance for future development and redevelopment of recreation programs, facilities and services; and

WHEREAS, on October 2, 2019, the City received and evaluated proposals from four (4) qualified consulting firms for a Recreation Master Plan; and

WHEREAS, it is recommended that the contract for the Recreation Master Plan be awarded to PROS Consulting.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and he is hereby authorized to enter into a Professional Services Agreement with PROS Consulting in an amount not to exceed Sixty Five Thousand (\$65,000.00) dollars plus expenses for the Recreation Master Plan.

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

SECTION 3. 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 14<sup>th</sup> day of November, 2019.

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

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

ORDINANCE NO.

AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO NEGOTIATE AND EXECUTE A CERTAIN SALE CONTRACT WITH 1035 ST PETERS HOWELL RD, LLC, FOR THE SALE OF FEE SIMPLE TITLE TO CERTAIN REAL PROPERTY

WHEREAS, the property known and numbered as 1035 St. Peters Howell Road and owned by the City is no longer necessary for any present public purpose; and

WHEREAS, 1035 St Peters Howell Rd, LLC, is willing to purchase such surplus property from the City; and

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, does hereby find, declare and ascertain that the sale of such surplus real property serves a proper public and valid municipal purpose.

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

**SECTION NO. 1.** That the terms and provisions of the Sale Contract attached hereto, marked as Exhibit “A”, and incorporated by reference herein, providing for the sale of fee simple title to certain real property, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Sale Contract in substantially the form attached hereto.

**SECTION NO. 2.** Effective Date.

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

**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.

**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.

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

\_\_\_\_\_  
Len Pagano, as Presiding Officer

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