



CITY OF ST. PETERS BOARD OF ALDERMEN

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

December 19, 2019 – 6:30 P.M.

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation
 - 2. Pledge of Allegiance
 - 3. Recognition: Girl Scout Gold Award, Lindsay Picha
 - 4. Recognition: Girl Scout Gold Award, Anne Meister
 - 5. Recognition: Above & Beyond Award, Mary Kuppler
 - 6. Presentation: USO Pennies for Patriots, John Grace
 - 7. Presentation: Outstanding Citizenship Award, Don Strauss of Ward 4
 - 8. Citizen Police Academy Graduation, Officer Melissa Doss
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of November 14, 2019](#); and the [Regular Board of Aldermen meeting of November 14, 2019](#).
- E. Reports of Officers, Boards and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions
 - a. [Appointments to the Veterans Memorial Commission](#)
 - 2. City Administrator's Report:
 - 3. Report of Director, Planning, Community and Economic Development:
 - a. Update to Section 210.390 of the City Code – Powers
 - 4. St. Peters Business Spotlight: None

F. Open Forum

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

G. Public Hearings: None

H. Unfinished Business Items: None

I. New Business Items:

1. [Bill No. 19-164: Bill](#) of the City of St. Peters, Missouri, amending Subsections B and F of Section 210.390 of the City Code by deleting it in its entirety; enacting, in lieu thereof, new Subsections B and F of Section 210.390; regulating noise levels in certain zoning districts in the City; and other matter relating thereto [Sponsor: Mayor]
2. [Bill No. 19-165: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement with Mississippi Lime Company for the purchase of Rotary Hydrated Lime
3. [Bill No. 19-166: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into a contract with Toter, a Wastequip Trash and Recycling Collection
4. [Bill No. 19-167: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute an agreement for Professional Services with RJN Group, Inc. to complete the 2020 Sanitary Sewer Evaluation Study
5. [Bill No. 19-168: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement for Professional Services for Industrial Pretreatment Program Management
6. [Bill No. 19-169: Bill](#) directing the City Administrator of the City of St. Peters, Missouri, to enter into a contract with International Truck and Engine Corporation for the purchase of a single axle dump truck
7. [Bill No. 19-170: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute an agreement for construction of the Salt River Road – Arrowhead Industrial Boulevard Intersection Improvement Project (Federal Project No. CMAQ 7305(617))
8. [Bill No. 19-171: Bill](#) amending Subsection (A)(2) of Chapter 365 Stopping, Standing or Parking Restricted or Prohibited on Certain Streets of Section 365.070 – Parking of Certain Vehicles Restricted. Of Title III: Traffic Code of the Code of the City of St. Peters, Missouri, by deleting Subsection 365.070(A)(2) in its entirety, and enacting a new Subsection 365.070 (A)(2), in lieu thereof
9. [Bill No. 19-172: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to execute a contract agreement with Flynn Drilling Co. for the Water Service Line Repair Program
10. [Bill No. 19-173: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into a contract with Insituform Technologies for Cured-In-Place Pipe (CIPP) lining of certain storm sewer and sanitary sewer lines

11. [Bill No. 19-174](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement providing for a Temporary Construction Easement, a Stormwater Detention Basin Management Agreement and a Stormwater Detention Basin Easement Agreement for construction of the Hunters Valley Storm Water Improvements Project – P-33 (Hickory Ridge Homeowners Association)
12. [Bill No. 19-175](#): Bill approving a Record Plat within the City of St. Peters, Missouri, for the purpose of recording in St. Charles County, Missouri (Village Point)
13. [Bill No. 19-176](#): Bill authorizing the Mayor of the City of St. Peters, Missouri, to enter into an Intergovernmental Cooperation Agreement with St. Charles County and various municipalities in St. Charles County to share costs regarding Ortho and Oblique Imagery from Pictometry
14. [Bill No. 19-177](#): Bill authorizing the City Administrator to execute an Intergovernmental Cooperation Agreement for School Resource Officers with Fort Zumwalt School District
15. [Bill No. 19-178](#): Bill directing the City Administrator of the City of St. Peters, Missouri, to enter into a contract with MTI Distributing for the purchase of two Toro Rotary Mowers
16. [Bill No. 19-179](#): Bill authorizing the City Administrator to execute an amended and restated Intergovernmental Cooperation Agreement for Recycling Services with the City of O’Fallon, Missouri
17. [Bill No. 19-180](#): Bill authorizing the City Administrator to execute an amended and restated Intergovernmental Cooperation Agreement with the City of Cottleville, Missouri
18. [Bill No. 19-181](#): Bill amending various provisions of the St. Peters City Code providing for requirements for requirements for applications and qualifications for various licenses and permits within the City
19. [Bill No. 19-182](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to execute a Termination of Temporary Construction Easement for a Temporary Construction Easement previously granted to the City of St. Peters by SSM Properties, Inc. for construction of a certain City of St. Peters’ Public Works Project at the intersection of Mid Rivers Mall Drive and Mexico Road

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: December 16, 2019 at 9:00 a.m.

By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: January 23, 2020



CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
November 14, 2019

The Work Session was called to order at approximately 5:00 p.m. on Thursday, November 14, 2019 at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. The following were present: Mayor Pagano; Board President Bateman; Alderman Barclay; Alderman Reimer; Alderman 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; Cathy Pratt, Staff Support Services Manager; Rick Struttmann, Police Chief; Russ Batzel, City Administrator; Special Counsel Randy Weber. Aldermen Hollingsworth and Reitmeyer and Jeff Hutsler, Parks and Golf Services Manager were absent.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOA ITEMS FOR DISCUSSION

No items were discussed.

MAYOR/CITY ADMINISTRATOR ITEM

UNFINISHED BUSINESS ITEMS: NONE

NEW BUSINESS ITEMS:

Alderman Bateman moved and Alderman Reimer seconded the motion to remove Discussion/Random Acts of Kindness Program Eligibility Guidelines from the agenda for discussion. The motion was approved.

DISCUSSION/RANDOM ACTS OF KINDNESS PROGRAM ELIGIBILITY GUIDELINES –
MAYOR

Mayor stated that there was a submission for the Random Acts of Kindness Program for two students who attend a high school located in the City of St. Peters, but it is unknown if they reside within the City. Mayor started discussion on the program eligibility guidelines and if the City should include students regardless of their place of residency. Ms. Pratt clarified in further detail the purpose of the change to the eligibility guidelines, which is to include students who perform random acts of kindness in St. Peters schools to benefit students of those schools. The Aldermen discussed some concerns of whether to allow only resident students or any students attending schools in St. Peters. Comparisons were made between the procedure we currently have with recognizing Scouts and this RAK program; and

suggestions to possibly present or mail a letter of recognition to the students at school as an alternative to attendance at a Board of Aldermen meeting were considered. After further discussion, Alderman Bateman moved and Alderman Townsend seconded the motion to include students in the Random Acts of Kindness Program that attend grade schools, high schools or private schools located in the City of St. Peters. The motion was approved. **No further Board of Aldermen action is needed with this item.**

Alderman Bateman moved and Alderman Reimer seconded the motion to remove O'Fallon Recycling Services Agreement from the agenda for discussion. The motion was approved.

O'FALLON RECYCLING SERVICES AGREEMENT – MALACH

Mr. Malach displayed the outline for the City of O'Fallon Recycling Service Agreement, where the City of O'Fallon will deliver clean recyclable containers to the City of St. Peters Recycle City. The current interim agreement provided \$343,717 in revenue this past year. The intergovernmental cooperation agreement term is for three years with an optional one-year renewal. The City of O'Fallon's minimum payment of \$190,000 will increase 2.5% annually. Questions on the recycling incentive for share revenue over \$700,000 was discussed with Mr. Malach. With Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration with the agreement start date of January 1, 2020. No further comments or questions from the Board of Aldermen. Alderman Bateman moved and Alderman Violet seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Violet moved and Alderman Reimer seconded the motion to remove Cottleville Solid Waste Agreement from the agenda for discussion. The motion was approved.

COTTLEVILLE SOLID WASTE AGREEMENT – MALACH

Mr. Malach stated the City of Cottleville Intergovernmental Cooperation Agreement allows the City of St. Peters to continue providing Solid Waste, Yard Waste and Recycling Collection and Services. This agreement is for a five year term with one optional five-year renewal. The City of Cottleville will pay 12% above St. Peters resident's fee and will mirror the City of St. Peters recycling program without the use of blue carts, only recycling stickers. With Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration with the agreement starting on January 1, 2020. No further comments or questions from the Board of Aldermen. Alderman Barclay moved and Alderman Townsend seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Bateman moved and Alderman Reimer seconded the motion to remove Annual Hydrated Lime Purchase Recommendation from the agenda for discussion. The motion was approved.

ANNUAL HYDRATED LIME PURCHASE RECOMMENDATION – MALACH

Mr. Malach stated that hydrated lime is an annual purchase used for treating the groundwater supply at the City's water treatment plant. Mississippi Lime is the only provider of hydrated lime in eastern Missouri and they quoted a price of \$197 per ton for the lime, with this year's estimated usage at 1,400 tons. The annual cost for lime will be approximately \$275,800; which is below the \$280,000 budgeted for this year. With Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration. No further comments or questions from the Board of Aldermen. Alderman Violet moved and Alderman Reimer seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Reimer seconded the motion to remove Blue Cart Purchase Recommendation from the agenda for discussion. The motion was approved.

BLUE CART PURCHASE RECOMMENDATION – MALACH

Mr. Malach stated that Toter, Inc. is the only remaining provider of rotationally molded blue carts, and that Toter, Inc. has increased their prices this year by .50 cents per cart for the FY20 budget. Staff is requesting approval to purchase 5,088 carts at \$49.75 per cart for a total cost of \$253,128; which is below the \$280,000 budget. Mr. Malach stated there are currently 4,171 resident requests for blue carts. There was a brief discussion on possible ways to purge the surplus used green carts. With Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration. No further comments or questions from the Board of Aldermen. Alderman Townsend moved and Alderman Trupiano seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Barclay seconded the motion to remove Industrial Pretreatment Professional Services Contract Recommendation from the agenda for discussion. The motion was approved.

INDUSTRIAL PRETREATMENT PROFESSIONAL SERVICES CONTRACT RECOMMENDATION – MALACH

Mr. Malach displayed a slideshow on the State and Federal Industrial Pretreatment requirements. Staff is recommending to enter into a professional services contract with Kim Hoskins Environmental Consulting, LLC (KIMHEC) for Environmental Consulting to assist in managing the Industrial Pretreatment Program. The cost of these services for FY20 is \$33,300. With Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Violet moved and Alderman Reimer seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Reimer seconded the motion to remove Sanitary Sewer Evaluation Survey Basin 3 Professional Services Contract Recommendation from the agenda for discussion. The motion was approved.

SANITARY SEWER EVALUATION SURVEY BASIN 3 PROFESSIONAL SERVICES CONTRACT RECOMMENDATION – MALACH

Mr. Malach gave a slideshow and recounted that the City previously received professional services for Sanitary Sewer Flow Monitoring Services in Old Town by RJN Group. Staff is recommending RJN Group to complete the Sanitary Sewer Evaluation Study (SSES) to be performed in the Meter Basin 3 (Sunny Hills, Englewood, Deer Creek, Lakes of Devondale, and Four Winds) area. The study is a condition assessment program that includes inspection of public-sector sanitary sewer assets to identify structural deficiencies and sources of inflow and infiltration (I/I). The program will include smoke testing, manhole inspections and mapping, and closed-circuit television inspections. Staff is recommending RJN Group, Inc. for providing engineering services for the Meter Basin 3 Sanitary Sewer Evaluation Study (SSES) at a cost of \$125,000. Funding will be provided by the Water/Sewer Operations Fund. With Board approval, a draft ordinance will be placed on the December 19, 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 December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Reimer seconded the motion to remove Truck 441 Replacement Purchase Recommendation from the agenda for discussion. The motion was approved.

TRUCK 441 REPLACEMENT PURCHASE RECOMMENDATION – MALACH

Mr. Malach presented a slideshow and explained that Truck 441 is a 2-ton single axle dump truck with snow plow and salt spreader that is scheduled for replacement in FY20. Staff is recommending awarding the truck bid to International Truck & Engine with the accessories from Viking-Cives Midwest, Inc. in the total amount of \$152,222.00; which is under the \$170,000 Water and Sewer operating budget. With Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Townsend moved and Alderman Violet seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Barclay seconded the motion to remove Draft Ordinance Providing for the Offense of Contempt of Court from the agenda for discussion. The motion was approved.

DRAFT ORDINANCE PROVIDING FOR THE OFFENSE OF CONTEMPT OF COURT – PRATT

Ms. Pratt advised a draft ordinance on tonight's Board of Aldermen agenda is providing for the offense of contempt of court. Ms. Pratt stated this came to the City of St. Peters at the request of Judge Kohl stemming from an incident that occurred in court. Judge Kohl found that the City lacked a contempt of court law and has requested that the City adopt an ordinance giving the ability to charge for contempt of court. Legal Counsel has drafted the ordinance included in the work session packet. No comments or questions from the Board of Aldermen. **This is business item I-07 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Violet moved and Alderman Bateman seconded the motion to remove Recreation Consultant Recommendation for Recreation Master Plan from the agenda for discussion. The motion was approved.

RECREATION CONSULTANT RECOMMENDATION FOR RECREATION MASTER PLAN – PRATT

Ms. Pratt reminded the Board that during this year's budget meeting funding was approved for \$40,000 for a Recreation Master Plan to hire a Recreation Consultant to review Rec-Plex, Rec-Plex South and the City's two outdoor pools. On October 2, 2019, the City received and evaluated four (4) proposals from parks and recreation consulting firms for a Recreation Master Plan. Staff interviewed three firms and recommends Pros Consulting for the best combination of skilled staff, project approach, and related project experience. Pros Consulting has demonstrated a data driven approach and comprehensive master plan results that include actionable recommendations along with their operations, maintenance and organizational development components, feasibility studies and business plans. Staff recommends a consultant services agreement in an amount not to exceed \$65,000, plus expenses, to be approved by the City Administrator. No further comments or questions from the Board of Aldermen. **This is business item I-09 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Bateman moved and Alderman Reimer seconded the motion to remove Bid Recommendation/ Salt River Road & Arrowhead Ind. Blvd Intersection Improvements from the agenda for discussion. The motion was approved.

BID RECOMMENDATION/ SALT RIVER ROAD & ARROWHEAD IND. BLVD INTERSECTION IMPROVEMENTS – BENESEK

Mr. Benesek gave a slideshow presentation on the intersection improvement area which will help improve access into the industrial park, accommodate tractor trailer traffic, and employee shift change traffic that will not disrupt the traffic on Salt River Road. Mr. Benesek stated that on November 8, 2019, the City received seven (7) bids for the Salt River Road and Arrowhead Industrial Boulevard Intersection Improvements. Staff Recommends awarding the bid to Krupp Construction who submitted the lowest responsive bid in the amount of \$1,106,532.18; which is contingent on MoDot's approval. This project has received both Federal and St. Charles County Road Board funding. The funds were originally allocated for FY19 and requesting to adjust to the FY20 budget to fund the project. With Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration. No further comments or questions from the Board of

Aldermen. Alderman Townsend moved and Alderman Reimer seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Reimer seconded the motion to remove City Code Amendment Recommendations of Chapters 205, 600 and 605 from the agenda for discussion. The motion was approved.

CITY CODE AMENDMENT RECOMMENDATIONS OF CHAPTERS 205, 600 AND 605 – PRATT/SMITH

Ms. Pratt explained that the City is in the process of implementing an online service for permits and licenses. During this process, it was found that the City code will need updating to accommodate the background check required during the application process. Staff is recommending a review by legal counsel for consistency with State statute and will have a detailed summary of those changes at the next Board of Aldermen meeting, along with a draft ordinance for approval. No further comments or questions from the Board of Aldermen. **This item will be placed on the December 19, 2019 Work Session and Board of Aldermen meeting agenda for further review and consideration.**

Alderman Reimer moved and Alderman Barclay seconded the motion to remove Intergovernmental Cost Share Agreement for Ortho Oblique Imagery from the agenda for discussion. The motion was approved.

INTERGOVERNMENTAL COST SHARE AGREEMENT FOR ORTHO OBLIQUE IMAGERY – BATZEL

Mr. Batzel advised the City of St. Peters uses an extensive graphical information system and photography to tie data to imagery. Every few years city and county vicinities are flown to create new imagery for development areas. Recently, St. Charles County has reached out to the municipalities regarding a cost sharing agreement for the purpose of obtaining high resolution geo-referenced aerial imagery services. This high tech ortho and oblique imagery will give the City additional information on properties. An agreement has been drafted by St. Charles where they will pay 65% of the cost, and proportion the remaining of the cost to the cities based on the number of parcels within those cities participating. The City of St. Peters share would be about 7.2% of the total cost for the software and program. Pending a final agreement received from St. Charles County and with Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Reimer moved and Alderman Bateman seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Barclay seconded the motion to remove Amendment to Intergovernmental Cooperation Agreement for Dardenne Creek Maintenance from the agenda for discussion. The motion was approved.

AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT FOR DARDENNE CREEK MAINTENANCE – BATZEL

Mr. Batzel stated that in March 2019, the City of St. Peters and St. Charles County and the Dardenne Creek Drainage District No. 3 entered into a cooperation agreement with the City of St. Peters in order to remove a significant logjam that was blocking Dardenne Creek between Lakeside 370 Park and the Mississippi River. During that time, discussions were held in reference to making a “blue way” for a kayak/canoe path between Lakeside 370 Park and down three miles of the Dardenne Creek that will end at a newly proposed County park on the Mississippi River. The agreement is the start of this project but with the significant flooding this year, it has delayed the work on the creek. Mr. Batzel explained the agreement expires at the end of the year and the City of St. Peters needs to enter into an amended intergovernmental cooperation agreement to add an additional year so St. Charles County and the Levee District will have time to remove the logjam. With Board approval, a draft ordinance will be placed on the December 19, 2019 Board of Aldermen agenda for consideration. No further comments or questions from the Board of Aldermen. Alderman Violet moved and Alderman Townsend seconded the motion to place this item on the December 19, 2019 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the December 19, 2019 Board of Aldermen meeting agenda for consideration.**

MISCELLANEOUS UPDATES – BATZEL

- 1035 St. Peters Howell Road Sale Agreement

Mr. Batzel reminded the Board that City Clerk Smith distributed to the Board of Aldermen the amendment to Business Item I-10; which is a purchase agreement for 1035 St. Peters Howell Road. **This is business item I-10 on this evening’s 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)

No Executive Session was called at this time.

ADJOURNMENT OF THE WORK SESSION

Alderman Townsend moved and Alderman Reimer seconded the motion to adjourn the Work Session meeting. The motion was approved and the Work Session meeting was adjourned at approximately 6:18 p.m.

Submitted by,

Patricia E. Smith, City Clerk



CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN REGULAR MEETING MINUTES
NOVEMBER 14, 2019

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 6:30 p.m. on November 14, 2019, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. Present were: Mayor Pagano; Alderman Barclay; Board President Bateman; Alderman Reimer; Alderman Townsend; Alderman Trupiano; Alderman Violet; Special Counsel Weber; Chief Struttmann; City Administrator Batzel; and City Clerk Smith. Lieutenant Colonel Dan Jennings from the Salvation Army, delivered the Invocation. Mayor Pagano led the Pledge of Allegiance. Aldermen Reitmeyer and Hollingsworth were absent

PRESENTATION: SALVATION ARMY

A representative gave a presentation on the history and charity work of the Salvation Army to improve the lives of people around the world.

OATH OF OFFICE: POLICE OFFICER KEVIN M. CRUM

Chief Struttmann administered the Ceremonial Oath of Office to Police Officer Kevin M. Crum. Officer Crum introduced his family in attendance.

RECOGNITION: MOCCFOA, CITY CLERK SMITH

Alderman Bateman introduced the Eastern Division City Clerks from the Cities of Elsberry, Brentwood, Wentzville, and Chesterfield. The City Clerks recognized City Clerk Patty Smith for obtaining her Continuing Missouri City Clerk Certification from the Missouri City Clerks and Finance Officers Association.

PRESENTATION: 2019 BLUE CART CREW RECYCLING WINNERS

Alderman Townsend reported that 10,432 households have registered with the Blue Cart Crew program, which is a little over half of all households. Alderman Townsend announced the following Blue Cart Crew recycling contest winners: Eugene Hirtz, N. Joyce Ellen Way (Ward 1); Kathy Miles, Wendy Lane (Ward 2); Thomas Kick, Rachels Trail (Ward 3); and Jay Barroll, Magnolia Court (Ward 4). The winners will receive a letter in the mail.

PROCLAMATION: NATIVE AMERICAN HERITAGE MONTH, NOVEMBER 2019

Alderman Townsend read and presented the local chapter of Daughters of the American Revolution, DAR, with a Proclamation for Native American Heritage Month for November 2019. The local chapter contributes to two Native American scholarship funds.

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

Alderman Reimer moved and Alderman Trupiano seconded the motion to approve the Board of Aldermen Work Session meeting minutes of November 14, 2019; and the Regular Board of Aldermen meeting minutes of November 14, 2019. All in favor, the motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS

None

CITY ADMINISTRATOR'S REPORT

None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

NONE

ST. PETERS BUSINESS SPOTLIGHT: Show Me Care Bags – Jennifer Preston, Ward 1

Jennifer Preston gave a brief presentation on her organization Show Me Care Bags, which provide care bags filled with comfort items for cancer patients. She announced that they provided 300 bags last year and their storefront is located at Mid Rivers Mall Drive where volunteers are always needed. Donations can be made at the store or online at showmecarebags.org.

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

MOTION/ADOPTED: RESOLUTION NO. 1581: 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 Bateman moved and Alderman Townsend seconded the motion to remove from the table the draft Resolution from the October 24, 2019 Board of Aldermen meeting agenda. All in favor the motion was approved. Alderman Barclay moved and Alderman Bateman seconded the motion to introduce the Resolution. The motion carried. Alderman Barclay moved and Alderman Bateman seconded the motion to read the Resolution for the first time. The motion carried and Alderman Reimer read the Resolution. Alderman Bateman moved and Alderman Barclay seconded the motion to put the Resolution to a final vote as amended. The motion was approved and Resolution No. 1581 was adopted.

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

NEW BUSINESS ITEMS

MOTION/APPROVED: BILL NO. 19-154: ORDINANCE NO. 7226: 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

Alderman Trupiano moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Trupiano moved and Alderman Reimer seconded the motion to read Bill No. 19-154 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-154 passed becoming Ordinance No. 7226.

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

MOTION/APPROVED: BILL NO. 19-155: ORDINANCE NO. 7227: 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

Alderman Reimer moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Barclay seconded the motion to read Bill No. 19-155 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman Townsend moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Barclay moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-155 passed becoming Ordinance No. 7227.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Absent
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes

AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 2 MAYOR:

MOTION/APPROVED: BILL NO. 19-156: ORDINANCE NO. 7228: 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

Alderman Reimer moved and Alderman Bateman seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Bateman seconded the motion to read Bill No. 19-156 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Bateman moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer 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. 19-156 passed becoming Ordinance No. 7228.

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

MOTION/APPROVED: BILL NO. 19-157: ORDINANCE NO. 7229: 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)

Alderman Barclay moved and Alderman Townsend seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Townsend seconded the motion to read Bill No. 19-157 for the first time. The motion carried and Alderman Barclay 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 Bateman read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-157 passed becoming Ordinance No. 7229.

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

MOTION/APPROVED: BILL NO. 19-158: ORDINANCE NO. 7230: 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

Alderman Violet moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Reimer seconded the motion to read Bill No. 19-158 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman Barclay moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Barclay moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-158 passed becoming Ordinance

No. 7230.

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

MOTION/APPROVED: BILL NO. 19-159: ORDINANCE NO. 7231: 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

Alderman Townsend moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Townsend moved and Alderman Barclay seconded the motion to read Bill No. 19-159 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Barclay moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Violet moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-159 passed becoming Ordinance No. 7231.

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

MOTION/APPROVED: BILL NO. 19-160: ORDINANCE NO. 7232: 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

Alderman Barclay moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Reimer seconded the motion to read Bill No. 19-160 for the first time. The motion carried and Alderman Barclay 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 Bateman read the Bill. Alderman Bateman moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-160 passed becoming Ordinance No. 7232.

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

MOTION/APPROVED: BILL NO. 19-161: ORDINANCE NO. 7233: 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

Alderman Trupiano moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Trupiano moved and Alderman Reimer seconded the motion to read Bill No. 19-161 for the first time. The motion carried and Alderman Townsend 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 Violet read the Bill. Alderman Reimer moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-161 passed becoming Ordinance No. 7233.

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

MOTION/APPROVED: BILL NO. 19-162: ORDINANCE NO. 7234: 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

Alderman Reimer moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Violet seconded the motion to read Bill No. 19-162 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Violet moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Barclay moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-162 passed becoming Ordinance No. 7234.

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

MOTION/APPROVED: BILL NO. 19-163: ORDINANCE NO. 7235: 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

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. 19-163 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Bateman moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 19-163 passed becoming Ordinance No. 7235.

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

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

No Executive Session called at this time.

ADJOURNMENT

Alderman Reimer moved and Alderman Bateman seconded the motion to adjourn the Regular Board of Aldermen meeting. Motion approved and the Regular Board of Aldermen meeting adjourned at approximately 7:41 p.m.

Respectfully submitted,

Patricia E. Smith
City Clerk

DRAFT



INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN *Jim Pagano*
FROM: MAYOR PAGANO
SUBJECT: APPOINTMENTS TO THE VETERANS MEMORIAL COMMISSION
DATE: DECEMBER 5, 2019

I am nominating the following individuals for re-appointments as members of the Veterans Memorial Commission as follows:

- John Gonzales, 34 Countrywood Drive, St. Peters, MO 63376, (Ward 1)
- Michael Sanchez, 400 Sorano Way, St. Peters, MO 63376, (Ward 4)
- Francine King, 1005 Treeshade Drive, St. Peters, MO 63376, (Ward 2)
- Donald Philips, 6 Country Hill Road, St. Peters, MO 63376, (Ward 1)
- Brittany Smith, 24 Appletree Drive, St. Peters, MO 63376, (Ward 3)
- Garrett Kasper, 244 Dogwood Meadow Court, St. Peters, MO 63376, (Ward 2)
- Jared McGowen, 1123 Cherry Creek Court, St. Peters, MO 63376, (Ward 2)

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

- Bob Zahner, 23 Oakshire Court, St. Peters, MO 63376, (Ward 4)

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

APPLICATION

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

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SUBSECTIONS B AND F OF SECTION 210.390 OF THE CITY CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, NEW SUBSECTIONS B AND F OF SECTION 210.390; REGULATING NOISE LEVELS IN CERTAIN ZONING DISTRICTS IN THE CITY; AND OTHER MATTERS RELATING THERETO

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

SECTION NO. 1. That Subsection B of Section 210.390 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, the following:

B. *Loud, Unnecessary, Etc., Noises Generally.* It shall be unlawful for any person to create or assist in creating, permitting, continuing or permit the continuance of any loud, disturbing or unnecessary noise in the City. Noise of such character, intensity and duration as to be detrimental to the life or health of any individual or to unreasonably disturb or annoy the quiet, comfort or repose of any individual is prohibited. Noises which are the result of legally operating businesses engaged in their normal operations are subject to the objective noise level limits listed in this Section, **and any such noises that are within the allowable noise level limits set forth in subsection F of this Section shall not constitute a violation of any other provision of this City Code, including, but not limited to Section 210.130.**

SECTION NO. 2. That Subsection F of Section 210.390 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, the following:

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

| Objective Noise Standards — Allowable Levels | | | |
|--|-----------|------------|------------|
| | 15 min | 8 min | 2 min |
| In residential zoning districts: | | | |
| 7:00 A.M. to 10:30P.M. | 59 – 61dB | 62 – 64 dB | 68 — 70 dB |

| | | | |
|---|------------|------------|------------|
| 10:30 P.M. to 7:00 A. M. | 54 – 56dB | 57 – 59 dB | 63 — 65 dB |
| In commercial zoning districts and the “S-D” Special Old Town Overlay District: | | | |
| 7:00 A.M. to Midnight | 69 — 71 dB | 72 — 74 dB | 78 — 80 dB |
| Midnight to 7:00 A.M. | 64 — 66 dB | 67 — 69 dB | 73 — 75 dB |
| In industrial zoning districts: | | | |
| 7:00 A.M. to Midnight | 74 — 76 dB | 77 — 79 dB | 83 — 85 dB |
| Midnight to 7:00 A.M. | 74 — 76 dB | 77 — 79 dB | 83 — 85 dB |
| Multi-family structures shall have the same noise limits between units as for single-family or detached dwellings, as measured at any point in the interior of the sound receptor residential unit with windows closed. | | | |

SECTION NO. 3. 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. 4. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

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

[The remainder of this page is intentionally left blank].

Read two times, passed, and approved this 19th day of December, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest:

Patricia E. Smith, City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT WITH MISSISSIPPI LIME COMPANY FOR THE PURCHASE OF ROTARY HYDRATED LIME

WHEREAS, the City of St. Peters uses rotary hydrated lime as the primary component for the softening process of treated water; and

WHEREAS, Mississippi Lime Company is a single source for rotary hydrated lime in bulk quantities in this region; and

WHEREAS, the quantity of lime is undetermined, and based on need; and

WHEREAS, the cost of the projected quantities needed through December 31, 2020, will exceed \$100,000.

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 issue a blanket purchase order with Mississippi Lime Company for the purchase of approximately 1,400 tons of rotary hydrated lime, at \$197.00 per ton, in an initial amount of \$275,800.00.

SECTION 2. The City Administrator be and he is hereby authorized to negotiate, execute and administer said purchase order 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 (2) times, passed and approved this 19th day of December, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH TOTER, A WASTEQUIP COMPANY FOR THE PURCHASE OF CARTS TO BE USED FOR RESIDENTIAL TRASH AND RECYCLING COLLECTION

WHEREAS, the City of St. Peters has identified the need for residential carts to accommodate solid waste and recycling collection purposes; and

WHEREAS, bids for the carts to be used for yard waste disposal by its residents were received from seven (7) bidders in December 2014; and

WHEREAS the lowest qualifying bid for the purchase, assembly and delivery was Toter LLC with a bid of \$48.50 per cart; and

WHEREAS Toter, a Wastequip Company as increased the price of each cart by \$1.25 to \$49.75 per cart due to shipping cost increase; and

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 an agreement with Toter, a Wastequip Company for residential 90 gallon carts to be used for St. Peters residents. The initial amount of the order for the production and delivery of the carts for \$253,128.00

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

SECTION 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 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 19th day of December, 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 EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH RJN GROUP, INC. TO COMPLETE THE 2020 SANITARY SEWER EVALUATION STUDY

WHEREAS, the City of St. Peters, Missouri, established a Sanitary Sewer Evaluation Study (SSES) Program which recommended contracting yearly with an engineering company to perform a condition assessment of certain sections of the City's sanitary sewer system in order to identify structural deficiencies and sources of inflow and infiltration (I/I) and submit a report on the findings; and

WHEREAS, the City has identified the need for a sanitary sewer service evaluation study in part of Basin 3 (Sunny Hills, Englewood, Deer Creek, Lakes of Devondale, and Four Winds subdivisions); and

WHEREAS, it is recommended that an Agreement for Engineering Services be awarded to RJN Group, Inc. for the 2020 Sanitary Sewer Service Evaluation Study Project.

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 execute an Agreement for Professional Services with RJN Group, Inc. in the amount of One Hundred Twenty Five Thousand (\$125,000.00) dollars, to perform the 2020 Sanitary Sewer Service Evaluation Study.

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

SECTION 3 Savings.

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

SECTION 4 Severability.

No.

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

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

Read two times, passed and approved this 19th day of December, 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 AN AGREEMENT FOR PROFESSIONAL SERVICES FOR INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT.

WHEREAS, the City of St. Peters has identified the need for professional services to manage its Industrial Pretreatment Program to meet state and federal regulations; and

WHEREAS, the City has competitively negotiated with KIMHEC Environmental Consulting, LLC for the required work; and

WHEREAS, KIMHEC Environmental Consulting LLC has previously contracted with the City and has established working relationships with existing City industries and regulatory agencies; and

WHEREAS, it is recommended that KIMHEC Environmental Consulting LLC perform the required services.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to enter into a contract with KIMHEC Environmental Consulting LLC in an initial amount of approximately \$33,300.00 for professional services for the Industrial Pretreatment Program management.

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

SECTION 3. 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 19th day of December, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

No.

ORDINANCE NO.

AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A CONTRACT WITH INTERNATIONAL TRUCK AND ENGINE CORPORATION FOR THE PURCHASE OF A SINGLE AXLE DUMP TRUCK

WHEREAS, the City of St. Peters desires to procure adequate equipment for the operation of its Water and Environmental Services Group in order to provide continued, quality service to its residents; and

WHEREAS, funds have been appropriated by the Board of Aldermen for the procurement of this vehicles and equipment; and

WHEREAS, it is recommended that the contract be awarded to International Truck and Engine Corporation of Fenton, Missouri, as the dealer holding the current Missouri Department of Transportation Procurement Contract pricing as the low bidder for a negotiated purchase.

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 International Truck and Engine Corporation, of Fenton, Missouri, in the initial amount of \$152,222.00 for the purchase of a 2020 International HV507 SFA single axle dump truck with related snow equipment.

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 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 19th day of December 2019.

Len Pagano, As Mayor and as Presiding Officer

Attest: _____
Patricia E. Smith, City Clerk

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE AN AGREEMENT FOR CONSTRUCTION OF THE SALT RIVER ROAD – ARROWHEAD INDUSTRIAL BOULEVARD INTERSECTION IMPROVEMENT PROJECT (FEDERAL PROJECT NO. CMAQ 7305(617))

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 Salt River Road – Arrowhead Industrial Boulevard Intersection Improvement Project, (Federal Project No. CMAQ 7305(617)); and

WHEREAS, bid proposals were received from seven (7) bidders on November 8, 2019; and

WHEREAS, it is recommended that an agreement for the Salt River Road – Arrowhead Industrial Boulevard Intersection Improvement Project be awarded to Krupp Construction of Ellisville, 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 MODOT approval, the City Administrator of the City of St. Peters, Missouri be and he is hereby authorized to enter into a contract with Krupp Construction in the initial amount of \$1,106,532.18 for the construction of the Salt River Road – Arrowhead Industrial Boulevard Intersection Improvement Project (Federal Project No. CMAQ 7305(617)). 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 19th day of December, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING SUBSECTION (A)(2) OF CHAPTER 365 STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS OF SECTION 365.070 – PARKING OF CERTAIN VEHICLES RESTRICTED. OF TITLE III: TRAFFIC CODE OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI, BY DELETING SUBSECTION 365.070(A)(2) IN ITS ENTIRETY, AND ENACTING A NEW SUBSECTION 365.070 (A)(2), IN LIEU THEREOF

WHEREAS, the Board of Aldermen of the City of St. Peters deems it to be in the best interest of the City and its citizenry, and pursuant to its general police powers and in order to promote the health, safety, and general welfare of its citizens, to amend Section 365.070 Subsection (A)(2) of Chapter 365 Stopping, Standing or Parking Restricted or Prohibited on Certain Street of Title V: Building Construction of the Code of the City of St. Peters, Missouri, by deleting Subsection 365.070(A)(2) in its entirety, and enacting a new Subsection 365.070(A)(2), in lieu thereof.

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

SECTION NO. 1. The Board of Aldermen of the City of St. Peters, Missouri, does hereby amend Section 365.070 Subsection (A)(2) of Chapter 365 Stopping, Standing or Parking Restricted or Prohibited on Certain Street of Title V: Building Construction of the Code of the City of St. Peters, Missouri, by deleting Subsection 365.070(A)(2) in its entirety, and enacting a new Subsection 365.070(A)(2), in lieu thereof, to wit:

Section 365.070 Parking of Certain Vehicles Restricted.

A. Parking Requirements.

2. *Parking requirements for commercial vehicles.* No commercial vehicle or commercial trailer as defined by Section 300.010 shall be parked on streets or roadways within a residentially zoned or commercially zoned district except those temporarily parked while actively loading/unloading or providing a service or delivery to a residential dwelling or a commercial business at which it is parked for a period of time not to exceed twelve (12) hours in the aggregate in any twenty-four (24) hour period, or as permitted within Subsection (A)(4)(c) of this Section and Subsection (B) of this Section "Enclosed Storage". This parking restriction does not apply to industrially

No.

zoned districts.

SECTION NO. 2. Savings Clause.

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

SECTION NO. 3. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer 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 force and take effect from and after the date of its final passage and approval.

Read two (2) times, passed, and approved this 19th day of December, 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 EXECUTE A CONTRACT AGREEMENT WITH FLYNN DRILLING CO. FOR THE WATER SERVICE LINE REPAIR PROGRAM

WHEREAS, the City of St. Peters owns, as a public utility, a water supply system operated for the general health, safety and welfare of the community; and

WHEREAS, the City administers a Water Service Line Repair Program for the benefit of its residents; and

WHEREAS, on November 20, 2017, the City of St. Peters solicited bids for the 2018 Water Service Line Repair Program Unit Pricing and awarded the contract to Flynn Drilling Co. with the option of three (3) additional one-year period renewals subject to Flynn Drilling Co. holding pricing; and

WHEREAS, as Flynn Drilling Co. has agreed to hold their pricing for the next one year period, it is recommended that a contract agreement be executed with Flynn Drilling Co. in an amount not to exceed One Hundred Eighty Thousand dollars (\$180,000.00) for the 2020 Water Service Line Repair Program Unit Pricing.

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 execute a contract Agreement with Flynn Drilling Co. in an amount not to exceed One Hundred Eighty Thousand dollars (\$180,000.00). Upon approval of the City Administrator, the initial contract amounts shall be adjusted as necessary based upon the final measured quantities purchased at the unit prices bid in the original contact.

SECTION 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 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 19th day of December, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH INSITUFORM TECHNOLOGIES FOR CURED-IN-PLACE PIPE (CIPP) LINING OF CERTAIN STORM SEWER AND SANITARY SEWER LINES

WHEREAS, the City of St. Peters encompasses a land area of approximately 22 square miles and contains more than 166 miles of storm sewer pipe as part of the storm water collection and conveyance system and more than 249 miles of sanitary sewer pipe as part of the sanitary sewer collection system; and

WHEREAS, the City solicited bids for the Cured-In-Place Pipe (CIPP) lining of various storm sewer and sanitary sewer lines; and

WHEREAS, competitive bids were received from three (3) firms, and

WHEREAS, it is recommended that the bid be awarded to Insituform Technologies.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and he is hereby authorized to enter into a contract with Insituform Technologies in the initial amount of \$239,735.00 for the base bid for cured-in-place lining (CIPP) for various storm sewer and sanitary sewer lines. 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

No.

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 19th day of December, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____

Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT PROVIDING FOR A TEMPORARY CONSTRUCTION EASEMENT, A STORMWATER DETENTION BASIN MANAGEMENT AGREEMENT AND A STORMWATER DETENTION BASIN EASEMENT AGREEMENT FOR CONSTRUCTION OF THE HUNTERS VALLEY STORM WATER IMPROVEMENTS PROJECT – P-33 (HICKORY RIDGE HOMEOWNERS ASSOCIATION)

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, a stormwater detention basin management agreement and a stormwater detention basin easement from the Hickory Ridge Homeowners Association.

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, stormwater detention basin management, by a Stormwater Detention Basin Management Agreement, and a stormwater detention basin easement, by Stormwater Detention Basin Easement Agreement, in substantially the forms attached hereto and made a part hereof, with the Hickory Ridge Homeowners Association, for the Hunters Valley Stormwater Improvements Project – P-33.

SECTION NO. 2. That the City Clerk is hereby directed to cause said Stormwater Detention Basin Management Agreement and Stormwater Detention Basin Easement Agreement to be recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION NO. 3. Savings.

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

SECTION NO. 4. Severability.

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

SECTION NO. 5. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 19th day of December, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

Stormwater Detention Basin Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 20____, by and between, HICKORY RIDGE HOMEOWNERS ASSOCIATION, whose mailing address is 4 BEE RIDGE COURT, ST. PETERS, MISSOURI, hereinafter referred to as **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a fourth class city of the State of Missouri, its successors and assigns, whose mailing address is #1 St. Peters Centre Blvd., St. Peters, Missouri 63376, hereinafter referred to as **GRANTEE**.

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

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

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or placed within the limits of said Easement Area herein granted any object, including, but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** part further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without the prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or

altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from, or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the stormwater control and water quality improvements, and **GRANTOR'S** maintenance of the Basin and/or stream channel improvements.

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

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

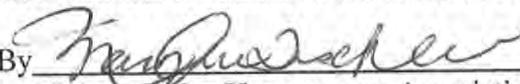
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

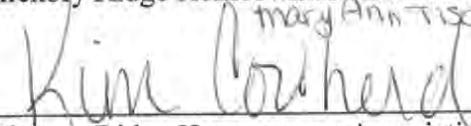
To Have and to Hold the said *Easement*, together with all rights and appurtenances to the same belonging unto the said **GRANTEE**, and to its successors and assigns forever.

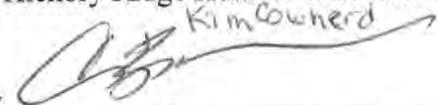
In Witness Whereof, the said **GRANTOR** and **GRANTEE** have executed these presents as of the day and year first above written

GRANTOR:

HICKORY RIDGE HOMEOWNERS ASSOCIATION

By 
Hickory Ridge Homeowners Association, Trustee
Mary Ann Tischler

By 
Hickory Ridge Homeowners Association, Trustee
Kim Cowherd

By 
Hickory Ridge Homeowners Association, Trustee
Clayton Bartell

By _____
Hickory Ridge Homeowners Association, Trustee

STATE OF MISSOURI)
) SS
COUNTY OF St. Charles)

On this 19 day of November, 2019, before me personally appeared Mary Ann Tischler, who, known to me the person(s) who executed the within Stormwater Detention Basin Management Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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

Nicola Jefferson
Notary Public

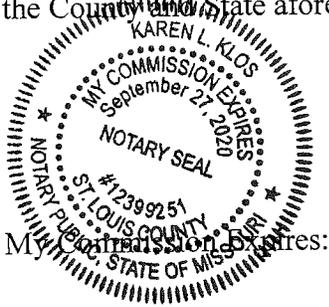
My Commission Expires: 12-25-2022



STATE OF MISSOURI)
COUNTY OF St Charles) SS

On this 22nd day of November, 2019, before me personally appeared Kim Cowherd, who, known to me the person(s) who executed the within Stormwater Detention Basin Management Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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.



Karen L. Klos
Notary Public

DRAFT

STATE OF MISSOURI)
)
COUNTY OF St Charles) SS

On this 27 day of November, 2019, before me personally appeared Clayton Bartell, who, known to me the person(s) who executed the within Stormwater Detention Basin Management Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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.

Amy N Foley
Notary Public

My Commission Expires: 11/27/2022



**GRANTEE:
CITY OF ST. PETERS, MISSOURI**

SEAL

By: _____
Russell W. Batzel, City Administrator

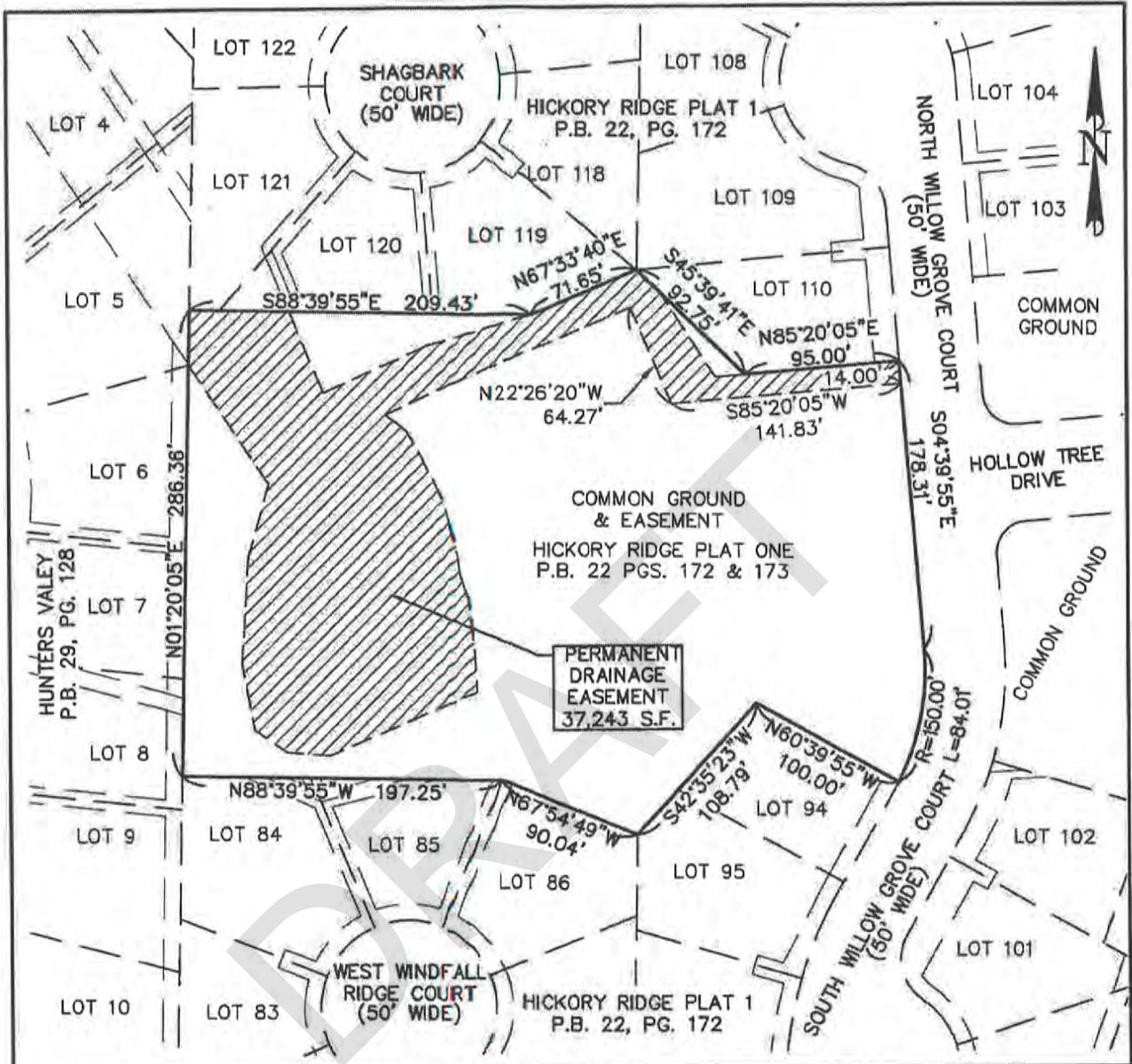
STATE OF MISSOURI }
)ss.
COUNTY OF ST. CHARLES }

On this _____ day of _____, 20____, before me appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen; and said Russell W. Batzel 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

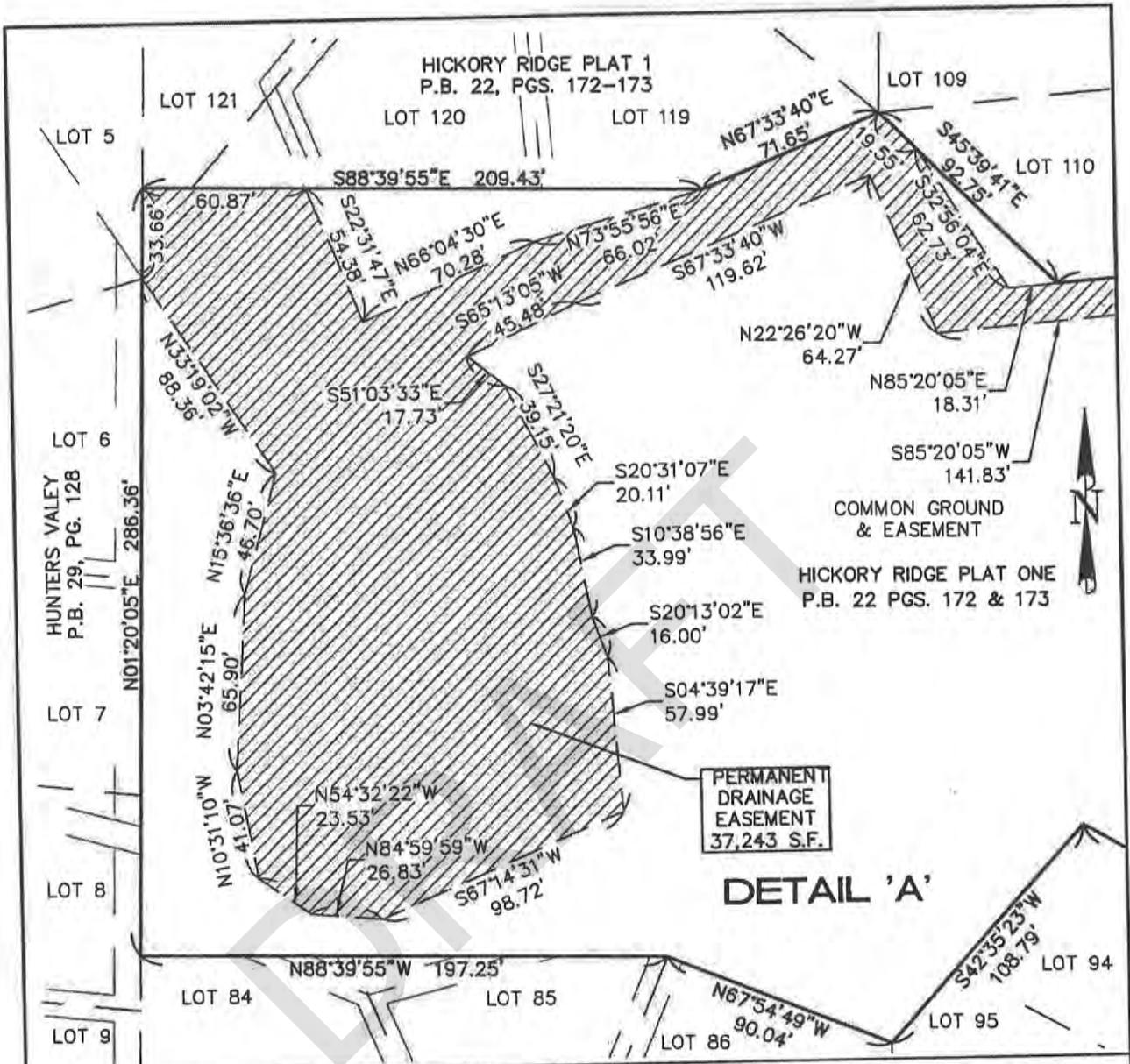
- GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

| |
|--|
| EXHIBIT A |
| DATE: 05/13/19 |
| DRAWN: GAW |
| SCALE: 1"=100' |
| PROJECT: 18-17387B |
| FILE: CG-PDE |
| SHEET: 1 OF 2 |
| MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144 |

PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF
 COMMON GROUND OF
 "HICKORY RIDGE PLAT ONE"
 PLAT BOOK 22, PAGES 172-173,
 TOWNSHIP 46 NORTH, RANGE 4 EAST
 ST. CHARLES COUNTY, MISSOURI





PERMANENT
DRAINAGE
EASEMENT
37,243 S.F.

DETAIL 'A'



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: 05/13/19 |
| DRAWN: GAW |
| SCALE: 1"=60' |
| PROJECT: 18-17387B |
| FILE: CG-PDE |
| SHEET: 2 OF 2 |
| MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144 |

PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF
COMMON GROUND OF
"HICKORY RIDGE PLAT ONE"
PLAT BOOK 22, PAGES 172-173,
TOWNSHIP 46 NORTH, RANGE 4 EAST
ST. CHARLES COUNTY, MISSOURI



EXHIBIT B

EASEMENT DESCRIPTION
37,243 SQUARE FEET
MAY 13, 2019
BAX PROJECT NO. 18-17387B
GAW



PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF THE COMMON GROUND OF "HICKORY RIDGE PLAT ONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22 PAGES 172-173 OF THE ST. CHARLES COUNTY RECORDS, CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 110 OF SAID "HICKORY RIDGE PLAT ONE" OF SAID RECORDS, SAID POINT BEING ALSO IN THE WEST RIGHT OF WAY LINE OF NORTH WILLOW GROVE COURT (50 FEET WIDE); THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 04 DEGREES 39 MINUTES 55 SECONDS EAST 14.00 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES, SOUTH 85 DEGREES 20 MINUTES 05 SECONDS WEST 141.83 FEET; NORTH 22 DEGREES 26 MINUTES 20 SECONDS WEST 64.27 FEET; SOUTH 67 DEGREES 33 MINUTES 40 SECONDS WEST 119.62 FEET; SOUTH 65 DEGREES 13 MINUTES 05 SECONDS WEST 45.48 FEET; SOUTH 51 DEGREES 03 MINUTES 33 SECONDS EAST 17.73 FEET; SOUTH 27 DEGREES 21 MINUTES 20 SECONDS EAST 39.15 FEET; SOUTH 20 DEGREES 31 MINUTES 07 SECONDS EAST 20.11 FEET; SOUTH 10 DEGREES 38 MINUTES 56 SECONDS EAST 33.99 FEET; SOUTH 20 DEGREES 13 MINUTES 02 SECONDS EAST 16.00 FEET; SOUTH 04 DEGREES 39 MINUTES 17 SECONDS EAST 57.99 FEET; SOUTH 67 DEGREES 14 MINUTES 31 SECONDS WEST 98.72 FEET; NORTH 84 DEGREES 59 MINUTES 59 SECONDS WEST 26.83 FEET; NORTH 54 DEGREES 32 MINUTES 22 SECONDS WEST 23.53 FEET; NORTH 10 DEGREES 31 MINUTES 10 SECONDS WEST 41.07 FEET; NORTH 03 DEGREES 42 MINUTES 15 SECONDS EAST 65.90 FEET; NORTH 15 DEGREES 36 MINUTES 36 SECONDS EAST 46.70 FEET; AND NORTH 33 DEGREES 19 MINUTES 02 SECONDS WEST 88.36 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF "HUNTERS VALLEY", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29 PAGE 128 OF THE AFOREMENTIONED RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 5, NORTH 01 DEGREES 20 MINUTES 05 SECONDS EAST 33.66 FEET TO THE SOUTHWEST CORNER OF LOT 121 OF AFORESAID "HICKORY RIDGE PLAT ONE"; THENCE ALONG THE SOUTH LINE OF SAID LOT 121 AND LOT 120 OF "HICKORY RIDGE PLAT ONE", SOUTH 88 DEGREES 39 MINUTES 55 SECONDS EAST 60.87 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH LINE OF LOT 120 "HICKORY RIDGE PLAT ONE", SOUTH 22 DEGREES 31 MINUTES 47 SECONDS EAST 54.38 FEET TO A POINT; THENCE NORTH 66 DEGREES 04 MINUTES 30 SECONDS EAST 70.28 FEET TO A POINT; THENCE NORTH 73 DEGREES 55 MINUTES 56 SECONDS EAST 66.02 FEET TO A POINT IN THE SOUTH LINE OF LOT 119 OF SAID "HICKORY RIDGE PLAT ONE"; THENCE ALONG THE SAID SOUTH LINE OF LOT 119, NORTH 67 DEGREES 33 MINUTES 40 SECONDS EAST 71.65 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 110 OF "HICKORY RIDGE PLAT ONE"; THENCE ALONG THE WEST LINE OF SAID LOT 110, SOUTH 45 DEGREES 39 MINUTES 41 SECONDS EAST 19.55 FEET TO A POINT; THENCE LEAVING THE SAID WEST LINE OF LOT 110, SOUTH 32 DEGREES 56 MINUTES 04 SECONDS EAST 62.73 FEET TO A POINT; THENCE NORTH 85 DEGREES 20 MINUTES 05 SECONDS EAST 18.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 110; THENCE ALONG THE SOUTH LINE OF LOT 110, NORTH 85 DEGREES 20 MINUTES 05 SECONDS EAST 95.00 FEET TO THE POINT OF BEGINNING CONTAINING 37,243 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING MAY 2019.

STORMWATER DETENTION BASIN MANAGEMENT AGREEMENT

This Stormwater Detention Basin Management Agreement (the "Agreement") is made and entered into as the _____ day of _____, 20____, and is effective on the date of the signature of the last party to sign this Agreement as set forth below (the "Effective Date"), by and between Hickory Ridge Homeowners Association (hereinafter "Association"), and the City of St. Peters, Missouri, a fourth class city and a political subdivision of the State of Missouri pursuant to Ordinance No. 5853 (hereinafter the "Grantee" or "City").

BACKGROUND AND STATEMENT OF PURPOSE

A. The City wishes to enter into with certain property owners and/or homeowner associations within the City the agreement described below in order to protect the public health, safety and welfare of its residents, and in order to comply with the Federal Water Pollution Control Act, 33 U.S.C. 1342, et seq., the related Best Management Practices based on the National Pollutant Discharge Elimination System in part 122, of Chapter I – Environmental Protection Agency, of Title 40, Code of Federal Regulations, and the Missouri Stormwater Regulations codified at 10 CSR 20-6.200, et. seq., and promulgated under Section 644.026, RSMo. 2000, as amended, the "Missouri Clean Water Law."

B. The Association is the owner of certain real property located within the municipal boundaries of the City, and shown as "Common Ground" on HICKORY RIDGE PLAT ONE, a subdivision recorded in Plat Book 22, pages 172-173, of the St. Charles County, Missouri Records, (the "Common Ground").

C. The City desires to retrofit DB-7269-02 stormwater detention basin located on the Common Ground in order to improve its operation and stormwater pollutant removal efficiency as recommended in the City's Stormwater Master Plan. The selected basin defined herein is located as shown on the attached Exhibit A INSERT BASIN LOCATION DESCRIPTION, (the "Basin"), and described on the approved construction plans for HICKORY RIDGE PLAT I. The basin(s) is also known as DB-7269-02, in the City's Detention Basin database. The basin retrofits shall be designed and implemented for improved water quality and volume control as outlined in City's Stormwater Master Plan and as shown on Exhibit B.

D. The City desires to renovate the stream channel adjacent to HICKORY RIDGE PLAT ONE to alleviate further degradation of the channel.

E. The Association and the City desire to enter into this Agreement in order to evaluate and improve the current detention basin and adjacent stream channel, shown on Exhibit A, and to set forth the terms and conditions of the City's retrofit, construction, and maintenance responsibilities.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. – BASIN AND STREAM CHANNEL. The parties hereto designate the area depicted on Exhibit A attached hereto and incorporated by reference herein as the "Basin" and stream channel subject to the work outlined in this Agreement, and the Association hereby grants to and agrees to deliver to the City a fully executed Stormwater Detention Basin Easement Agreement as set forth on Exhibit C, attached hereto and incorporated by reference herein.

SECTION 2. – BASIN RETROFITS AND STREAM IMPROVEMENTS. The City shall evaluate the existing Basin for improvements to improve volume control and water quality.

The Basin retrofits shall be in accordance with the most recently adopted Mid America Regional Council (MARC) Manual of Best Management Practices for Stormwater Quality, and shall include: rubblizing the existing concrete swales and amending with additional rock to promote infiltration and sediment capture; regrading basin bottom to promote positive drainage to the improved/rubblized swale; removing turf grass from basin bottom and seeding and/or plugging basin bottom with native plants to promote infiltration and excess nutrient uptake; the existing detention basin outfall pipe and outlet structure will remain in place, undisturbed; the existing 60" diameter corrugated metal pipe draining into the basin on the east side will be cleared of debris and a new invert will be poured along the length of deterioration; the other existing pipes draining into the basin will remain in place. The improvements described above shall be referenced as the "water quality improvements". The Association will repair the existing damaged plastic pipe and the undermined concrete swale on the slope on the east side of the detention basin; this work is not included in the "water quality improvements".

Exhibit B sets forth the plan view of the basin retrofits and channel stabilization to be built for the Association hereunder.

The City shall bear the entire cost for the water quality improvement retrofit and maintenance of the Basin and stream channel improvements. The Association will be responsible to maintain all Common Ground except for the Basin improvements and improved channel area as described on Exhibit C.

Work performed by the City shall be confined to the easement areas as represented and shown on Exhibit A. The City shall be responsible for restoring the surface of any Common Ground damaged by City during access or construction of the water quality improvements to the extent practicable.

The Association agrees to execute and deliver, at no cost to the City, the necessary permanent drainage easement in substantially the form of Exhibit C hereto.

SECTION 3. – MAINTENANCE OF BASINS. The Association shall, at its expense, adequately maintain, and shall hold harmless the City for any costs incurred for maintenance of the Common Ground within the HICKORY RIDGE PLAT ONE not associated with the City constructed water quality improvements. Exhibit B shows the area to be maintained by the Association and the areas to be maintained by the City. The area to be maintained by the Association includes all existing and modified stormwater pipes and structures built to convey stormwater to the Basin, as well as other routine maintenance such as grass cutting, trash pickup, tree maintenance/removals, and weed control within the Common Ground. The City shall maintain the water quality improvements, including the native vegetation provided to control the quantity and quality of the stormwater within the area described on Exhibit C. If the City determines, at any time, that the water quality improvements are not functioning properly or providing the desired benefit for water quality, the City may alter the water quality improvements as necessary, or remove the water quality improvements and retrofit the Basin, at the City's expense. Prior to any changes to said water quality improvements, the City shall notify the Association of the proposed changes, unless there is an emergency situation, in which case the City shall notify the Association of the action taken within 24 hours after such action. Adequate maintenance is herein defined as the stormwater improvements performing their designed functions.

The Association agrees that it will take all necessary action available to it to prevent subdivision residents from dumping yard waste and other debris into the stream channel, its corridor or the Basin area. If there is evidence of such dumping, the Association shall bear the full cost and responsibility of removing and properly disposing of such material and debris. The Association agrees that it will assist the City in Public Education efforts by means of distribution of City supplied education materials, printing articles in Association newsletters, emails to residents, or other means available to the Association in regards to impacting the water quality in the basins, for example, dumping yard waste and other debris into the Basin areas, or mowing vegetation within the Basin areas. The Association shall also assist the City in identifying areas where yard waste dumping or other water quality impacts are occurring for action by the City.

SECTION 4. – BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the City, the Association, and their successors and assigns.

SECTION 5. – INTENT. It is the intent of this Agreement to insure the proper maintenance of the Basin and stream channel; provided however, that this Agreement shall not be deemed to create or establish any liability of any party for damage alleged to result from or caused by stormwater runoff.

SECTION 6. – INDEMNITY AND RELEASE. Association does hereby release and agree to indemnify, defend and hold harmless the City, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from, or as a result of, the actions or omissions, whether negligent or not, of Association or its agents, contractors, volunteers, or residents in connection with the City's construction of the stormwater control and water quality improvements and maintenance of the

Basin and/or stream channel improvements. If the City should expend any funds, except as otherwise provided herein, in connection with the Basin or stream channel improvements, the Association shall reimburse the City for all such expenditures.

SECTION 7. - MISCELLANEOUS PROVISIONS.

A. Amendment. The provisions of the Agreement may be amended, but only with the prior, written consent of the parties.

B. Remedies. The parties declare that it is impossible to measure in money the damages which will accrue to City or Association by reason of the failure of City or Association to perform the obligations set forth in this Agreement. Should any dispute arise or any action be instituted by City or Association, their successors or assigns, to enforce the provisions of this Agreement, it is agreed that this Agreement shall be enforceable in a court of equity by a decree of specific performance and that an injunction may be issued restraining any sale or transfer of the Basin or stream channel improvements or any use thereof contrary to the provisions of this Agreement, pending the determination of such controversy, and the City or the Association, for their successors and assigns, waive the claim or defense that an adequate remedy at law exists. Such equitable remedy shall be cumulative and not exclusive and shall be in addition to any other remedy which the City or Association may have.

C. Governing Law. It is agreed by the parties that the construction, enforcement and effect of this Agreement shall be governed by the laws of the State of Missouri.

D. Severability. It is understood and agreed by the parties that if any term, part or provision of this Agreement is held to be illegal or unenforceable, then the remaining parts, terms, provision or portions of the same shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held invalid.

E. Representations of Trustees. The undersigned, on behalf of the Association, each represent and warrant to the City that they are the duly appointed Trustees of the Association, that they have been duly authorized by the Association and that it and they have the full right, power and authority to enter into this Agreement, to fully perform the Association's obligations hereunder, and that upon its due execution by the City, this Agreement shall be binding upon the parties hereto and in full force and effect as of the date hereof, in accordance with its terms.

F. Notice. Any notice, demand, request, consent, approval or communication that either party hereto desires to or is required to give to the other party under this Agreement shall be in writing. Notice shall be sent by mailing the same, certified mail, postage prepaid, return receipt requested, and shall be deemed given as of the third day following the same being so mailed.

If to City: CITY OF ST. PETERS, MISSOURI
One St. Peters Centre Boulevard
St. Peters, Missouri 63376
Attention: City Administrator

or to such other person or address as City shall designate to the Association in writing.

If to Association: HICKORY RIDGE HOMEOWNERS ASSOCIATION
4 BEE RIDGE COURT
ST. PETERS, MO 63376

or to such other person or address as the Association shall designate to the City in writing.

G. Notwithstanding any provisions herein to the contrary, the Basin retrofit, maintenance and stream channel improvements set forth in this Agreement are subject to annual appropriation by the Board of Aldermen. The City shall cause its responsible financial officer to do all things lawfully within his or her power to obtain and maintain funds from which payment for such improvements and maintenance may be paid, including making provision for such payments to the extent necessary in each proposed budget or appropriation request submitted for adoption by the then current Board of Aldermen of the City in accordance with applicable provisions of law. The City reasonably believes that legally available funds in an amount sufficient to make all payments for improvements and maintenance can be obtained so long as this Agreement remains in effect. In the event no funds are appropriated to make the required payments, the City shall notify the Association in writing of such failure of appropriation of funds.

DRAFT

HICKORY RIDGE HOMEOWNERS ASSOCIATION

By: *MaryAnn Tischler*
(SIGNATURE)

MARYANN TISCHLER, Trustee
(PRINTED NAME)

By: *Kim Cowherd*
(SIGNATURE)

Kim Cowherd, Trustee
(PRINTED NAME)

By: *Clayton Baskell*
(SIGNATURE)

Clayton Baskell, Trustee
(PRINTED NAME)

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

On this 19 day of November, 2019, before me personally appeared MaryAnn Tischler, who, known to me the person(s) who executed the within Stormwater Detention Basin Management Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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

Nicola Jefferson
Notary Public

My Commission Expires: 12-25-2022





EXHIBIT A HICKORY RIDGE DETENTION BASIN LOCATION

EXHIBIT B HUNTERS VALLEY BASIN IMPROVEMENTS

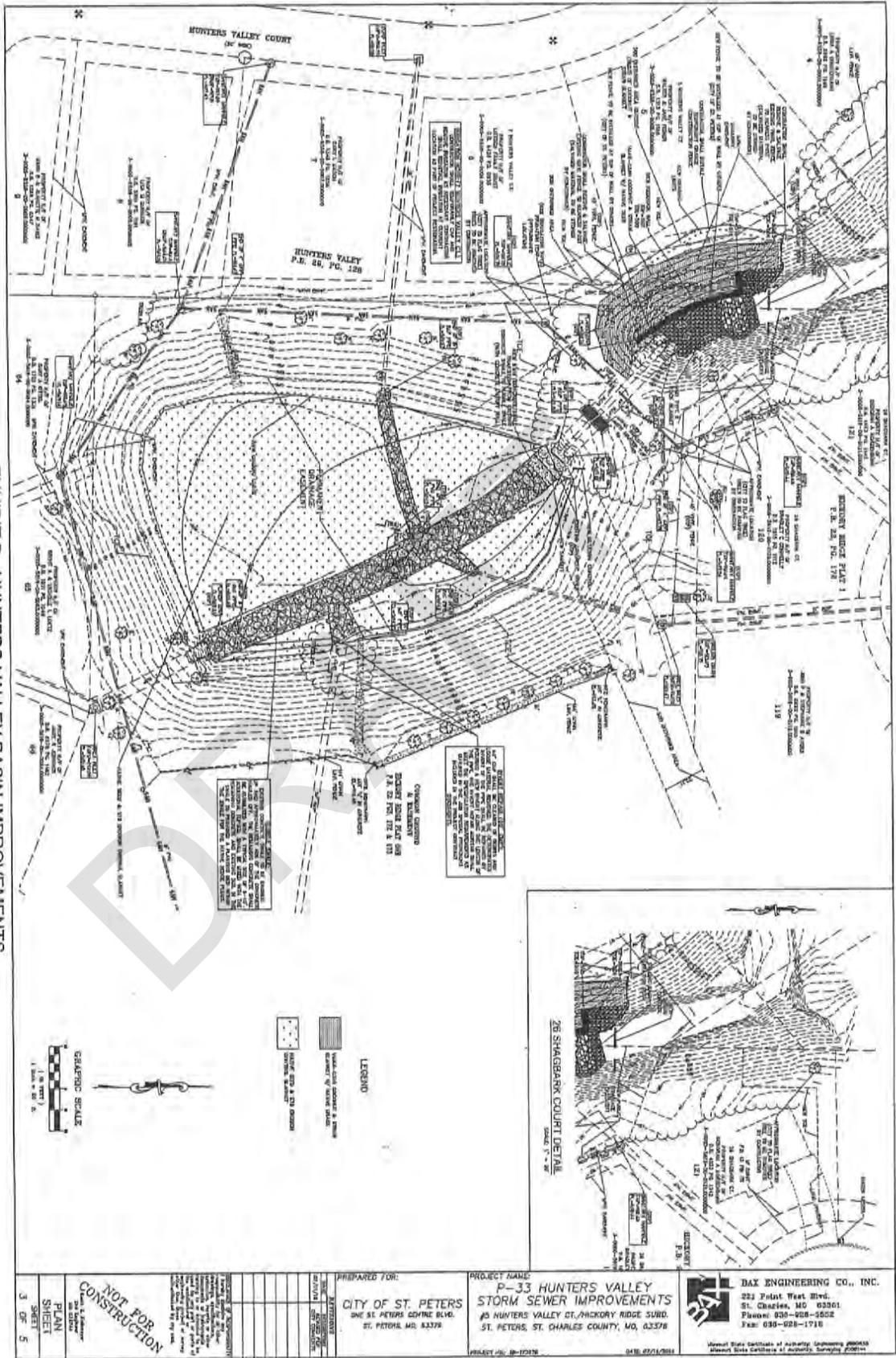


EXHIBIT C

Stormwater Detention Basin Easement Agreement

DRAFT

Stormwater Detention Basin Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 20____, by and between, HICKORY RIDGE HOMEOWNERS ASSOCIATION, whose mailing address is 4 BEE RIDGE COURT, ST. PETERS, MISSOURI, hereinafter referred to as **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a fourth class city of the State of Missouri, its successors and assigns, whose mailing address is #1 St. Peters Centre Blvd., St. Peters, Missouri 63376, hereinafter referred to as **GRANTEE**.

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

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

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or placed within the limits of said Easement Area herein granted any object, including, but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** part further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without the prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or

altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from, or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the stormwater control and water quality improvements, and **GRANTOR'S** maintenance of the Basin and/or stream channel improvements.

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

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

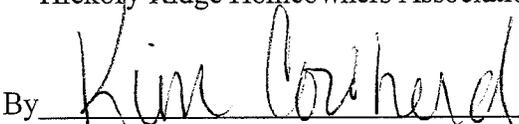
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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

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

GRANTOR:
HICKORY RIDGE HOMEOWNERS ASSOCIATION

By 
Hickory Ridge Homeowners Association, Trustee

By 
Hickory Ridge Homeowners Association, Trustee

By 
Hickory Ridge Homeowners Association, Trustee

By _____
Hickory Ridge Homeowners Association, Trustee

STATE OF MISSOURI)
) SS
COUNTY OF St. Charles)

On this 19 day of November, 2019, before me personally appeared Mary Ann Tischler, who, known to me the person(s) who executed the within Stormwater Detention Basin Management Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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

Nicola Jefferson
Notary Public

My Commission Expires: 12-25-2022



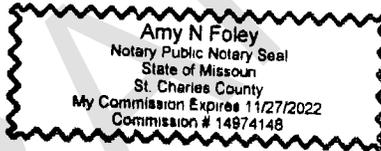
STATE OF MISSOURI)
COUNTY OF St Charles) SS

On this 27 day of NOVEMBER, 2019, before me personally appeared Clayton Bartell, who, known to me the person(s) who executed the within Stormwater Detention Basin Management Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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.

Amy N Foley
Notary Public

My Commission Expires: 11/27/2022



STATE OF MISSOURI)
COUNTY OF St Charles) SS

On this 22nd day of November, 2019, before me personally appeared Kim Coulhead, who, known to me the person(s) who executed the within Stormwater Detention Basin Management Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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.



Karen L. Klos
Notary Public

DRAFT

**GRANTEE:
CITY OF ST. PETERS, MISSOURI**

SEAL

By: _____
Russell W. Batzel, City Administrator

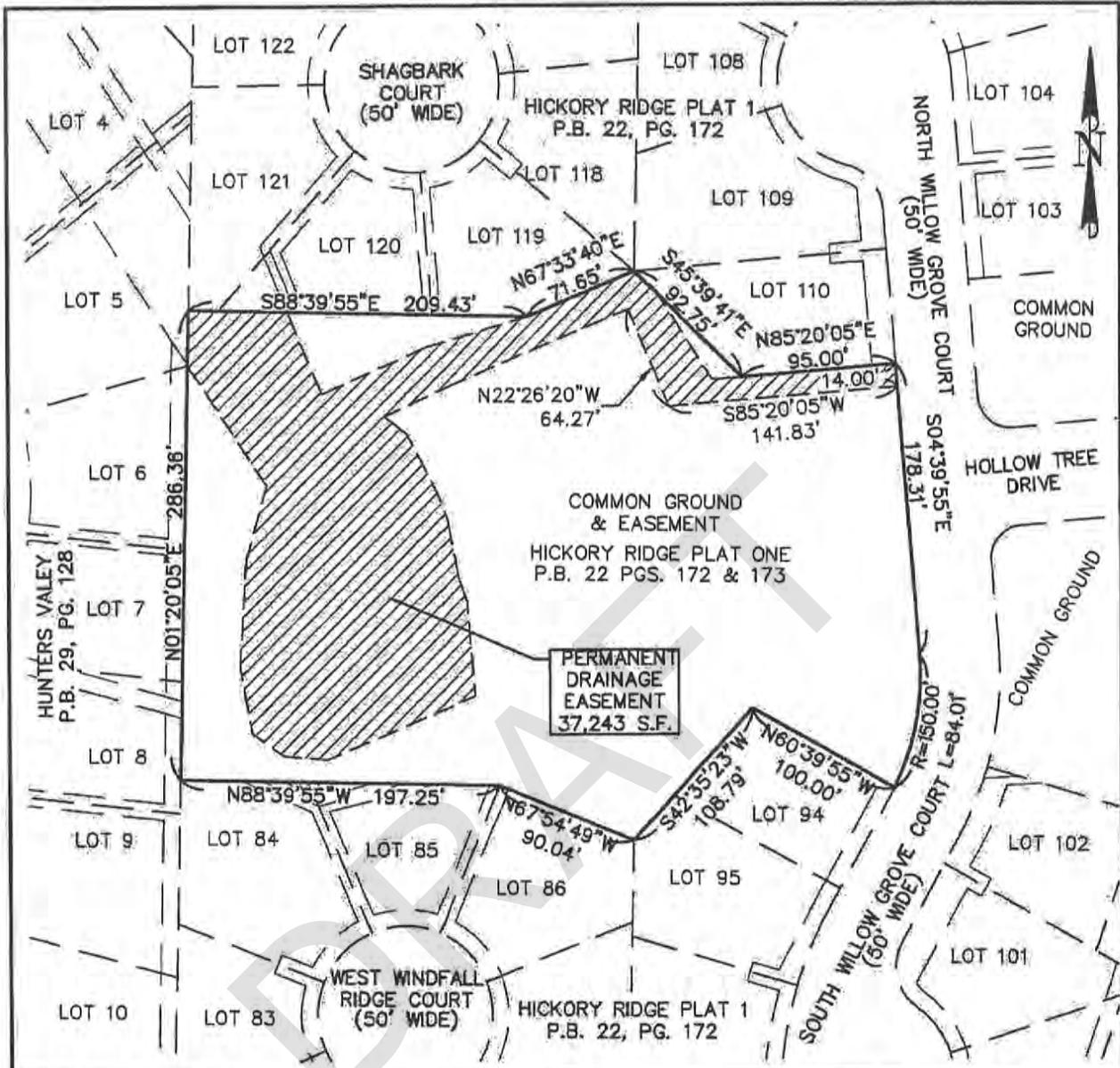
STATE OF MISSOURI }
)ss.
COUNTY OF ST. CHARLES }

On this _____ day of _____, 20____, before me appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen; and said Russell W. Batzel 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: 05/13/19 |
| DRAWN: GAW |
| SCALE: 1"=100' |
| PROJECT: 18-17387B |
| FILE: CG-PDE |
| SHEET: 1 OF 2 |

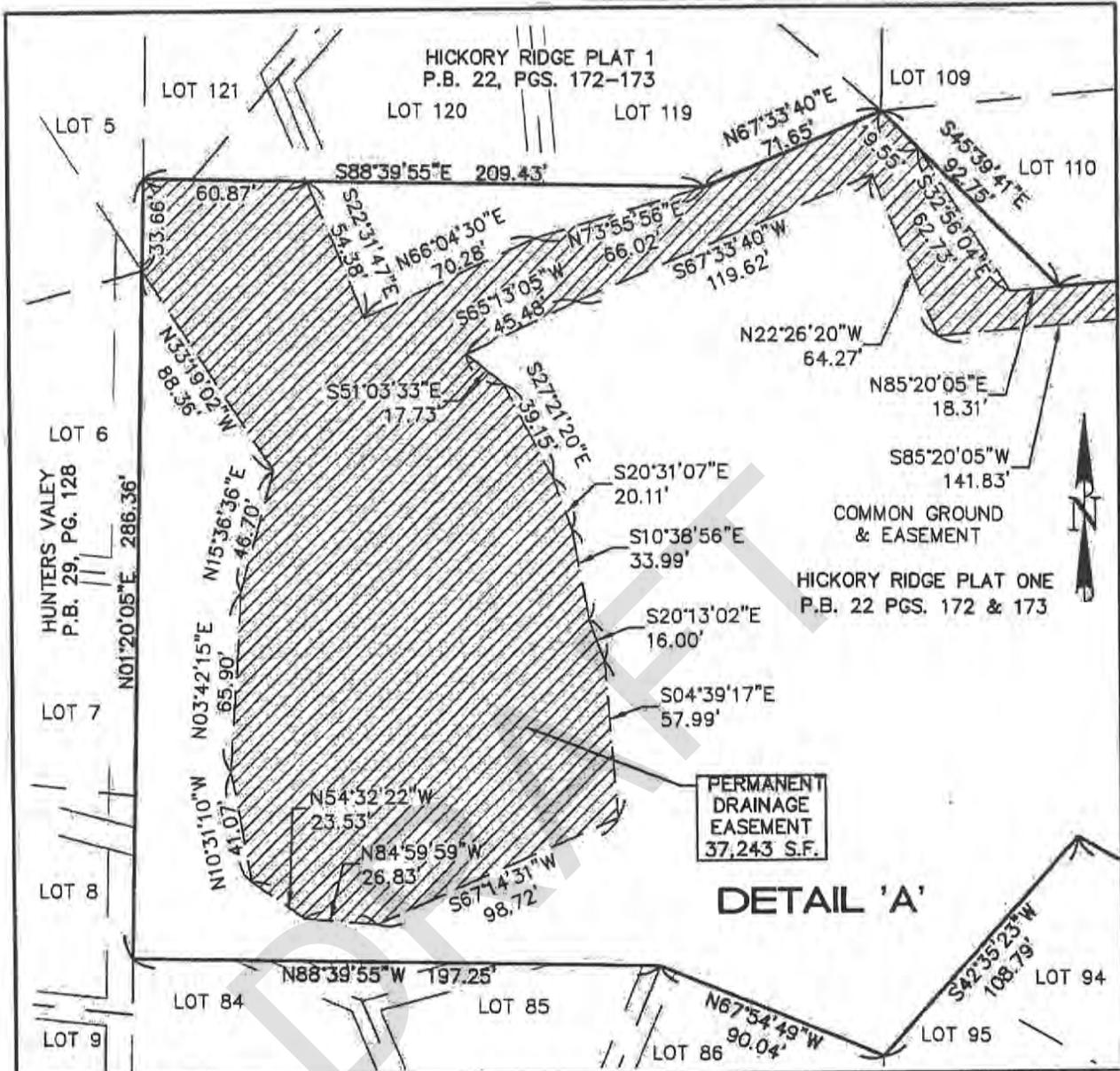
PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF
 COMMON GROUND OF
 "HICKORY RIDGE PLAT ONE"
 PLAT BOOK 22, PAGES 172-173,
 TOWNSHIP 46 NORTH, RANGE 4 EAST
 ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
 MARKE. COLLINS
 5-15-19
 NUMBER
 PLS-2006000173
 PROFESSIONAL LAND SURVEYOR

MARK E. COLLINS
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2006000173

MISSOURI STATE
 CERTIFICATE OF
 AUTHORITY
 SURVEYING:
 #000144



DETAIL 'A'



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: 05/13/19 |
| DRAWN: GAW |
| SCALE: 1"=60' |
| PROJECT: 18-17387B |
| FILE: CG-PDE |
| SHEET: 2 OF 2 |
| MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144 |

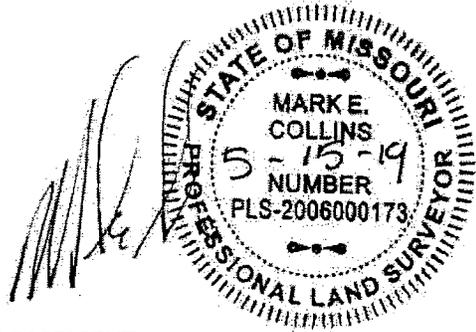
PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF
 COMMON GROUND OF
 "HICKORY RIDGE PLAT ONE"
 PLAT BOOK 22, PAGES 172-173,
 TOWNSHIP 46 NORTH, RANGE 4 EAST
 ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
 PROFESSIONAL LAND SURVEYOR
 MARK E. COLLINS
 5-15-19
 NUMBER
 PLS-2006000173
 MARK E. COLLINS
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2006000173

EXHIBIT B

EASEMENT DESCRIPTION
37,243 SQUARE FEET
MAY 13, 2019
BAX PROJECT NO. 18-17387B
GAW



PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF THE COMMON GROUND OF "HICKORY RIDGE PLAT ONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22 PAGES 172-173 OF THE ST. CHARLES COUNTY RECORDS, CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 110 OF SAID "HICKORY RIDGE PLAT ONE" OF SAID RECORDS, SAID POINT BEING ALSO IN THE WEST RIGHT OF WAY LINE OF NORTH WILLOW GROVE COURT (50 FEET WIDE); THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 04 DEGREES 39 MINUTES 55 SECONDS EAST 14.00 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES, SOUTH 85 DEGREES 20 MINUTES 05 SECONDS WEST 141.83 FEET; NORTH 22 DEGREES 26 MINUTES 20 SECONDS WEST 64.27 FEET; SOUTH 67 DEGREES 33 MINUTES 40 SECONDS WEST 119.62 FEET; SOUTH 65 DEGREES 13 MINUTES 05 SECONDS WEST 45.48 FEET; SOUTH 51 DEGREES 03 MINUTES 33 SECONDS EAST 17.73 FEET; SOUTH 27 DEGREES 21 MINUTES 20 SECONDS EAST 39.15 FEET; SOUTH 20 DEGREES 31 MINUTES 07 SECONDS EAST 20.11 FEET; SOUTH 10 DEGREES 38 MINUTES 56 SECONDS EAST 33.99 FEET; SOUTH 20 DEGREES 13 MINUTES 02 SECONDS EAST 16.00 FEET; SOUTH 04 DEGREES 39 MINUTES 17 SECONDS EAST 57.99 FEET; SOUTH 67 DEGREES 14 MINUTES 31 SECONDS WEST 98.72 FEET; NORTH 84 DEGREES 59 MINUTES 59 SECONDS WEST 26.83 FEET; NORTH 54 DEGREES 32 MINUTES 22 SECONDS WEST 23.53 FEET; NORTH 10 DEGREES 31 MINUTES 10 SECONDS WEST 41.07 FEET; NORTH 03 DEGREES 42 MINUTES 15 SECONDS EAST 65.90 FEET; NORTH 15 DEGREES 36 MINUTES 36 SECONDS EAST 46.70 FEET; AND NORTH 33 DEGREES 19 MINUTES 02 SECONDS WEST 88.36 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF "HUNTERS VALLEY", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29 PAGE 128 OF THE AFOREMENTIONED RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 5, NORTH 01 DEGREES 20 MINUTES 05 SECONDS EAST 33.66 FEET TO THE SOUTHWEST CORNER OF LOT 121 OF AFORESAID "HICKORY RIDGE PLAT ONE"; THENCE ALONG THE SOUTH LINE OF SAID LOT 121 AND LOT 120 OF "HICKORY RIDGE PLAT ONE", SOUTH 88 DEGREES 39 MINUTES 55 SECONDS EAST 60.87 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH LINE OF LOT 120 "HICKORY RIDGE PLAT ONE", SOUTH 22 DEGREES 31 MINUTES 47 SECONDS EAST 54.38 FEET TO A POINT; THENCE NORTH 66 DEGREES 04 MINUTES 30 SECONDS EAST 70.28 FEET TO A POINT; THENCE NORTH 73 DEGREES 55 MINUTES 56 SECONDS EAST 66.02 FEET TO A POINT IN THE SOUTH LINE OF LOT 119 OF SAID "HICKORY RIDGE PLAT ONE"; THENCE ALONG THE SAID SOUTH LINE OF LOT 119, NORTH 67 DEGREES 33 MINUTES 40 SECONDS EAST 71.65 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 110 OF "HICKORY RIDGE PLAT ONE"; THENCE ALONG THE WEST LINE OF SAID LOT 110, SOUTH 45 DEGREES 39 MINUTES 41 SECONDS EAST 19.55 FEET TO A POINT; THENCE LEAVING THE SAID WEST LINE OF LOT 110, SOUTH 32 DEGREES 56 MINUTES 04 SECONDS EAST 62.73 FEET TO A POINT; THENCE NORTH 85 DEGREES 20 MINUTES 05 SECONDS EAST 18.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 110; THENCE ALONG THE SOUTH LINE OF LOT 110, NORTH 85 DEGREES 20 MINUTES 05 SECONDS EAST 95.00 FEET TO THE POINT OF BEGINNING CONTAINING 37,243 SQUIRE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING MAY 2019.

Temporary Construction Easement Agreement

This instrument, made and entered into this _____ day of _____, 20___, by and between, HICKORY RIDGE HOMEOWNERS ASSOCIATION, whose mailing address is 4 BEE RIDGE COURT, ST. PETERS, MO 63376, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, a Missouri municipal corporation, whose address is One St. Peters Centre Blvd., St. Peters, Missouri 63376, hereinafter referred to as GRANTEE.

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

A Temporary Construction Easement, as more particularly described on Exhibit "A", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, sloping, altering the existing grade of, reshaping and otherwise using the easement area. GRANTEE covenants and agrees that after any construction work done on and to the temporary construction easement herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable, and will repair and/or replace any structure, fence, shrubbery or other item damaged or demolished as a result of any construction work or activity on the easement granted, except as noted in an Agreement on file with the City of St. Peters. This Temporary Construction Easement shall cease and terminate thirty (30) days after the construction work on the P-33 Hunters Valley Storm Sewer Improvement Project is accepted by the City of St. Peters, Missouri.

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

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

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

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

**GRANTOR:
HICKORY RIDGE HOMEOWNERS ASSOCIATION**

By: Mary Ann Tischler
Hickory Ridge Homeowners Association, Trustee Mary Ann Tischler

By: Kim Cowherd
Hickory Ridge Homeowners Association, Trustee Kim Cowherd

By: Clayton Bartell
Hickory Ridge Homeowners Association, Trustee Clayton Bartell

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

On this 19 day of November 2019, before me personally appeared Mary Ann Tischler, who, known to be the person(s) who executed the within Temporary Construction Easement Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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

Nicola Jefferson
Notary Public

My Commission Expires: 12-25-2022



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

**GRANTOR:
HICKORY RIDGE HOMEOWNERS ASSOCIATION**

By: _____
Hickory Ridge Homeowners Association, Trustee

By: _____
Hickory Ridge Homeowners Association, Trustee

By: _____
Hickory Ridge Homeowners Association, Trustee

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

On this 22nd day of November 2019, before me personally appeared Kim Cowherd, who, known to be the person(s) who executed the within Temporary Construction Easement Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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.



Karen L. Hoss
Notary Public

My Commission Expires:

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

**GRANTOR:
HICKORY RIDGE HOMEOWNERS ASSOCIATION**

By: _____
Hickory Ridge Homeowners Association, Trustee

By: _____
Hickory Ridge Homeowners Association, Trustee

By: _____
Hickory Ridge Homeowners Association, Trustee

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

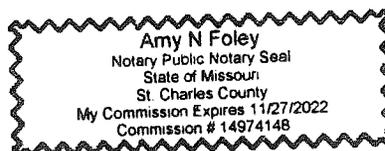
On this 27 day of November 2019, before me personally appeared Clayton Bart III, who, known to be the person(s) who executed the within Temporary Construction Easement Agreement, in behalf of the HICKORY RIDGE HOMEOWNERS ASSOCIATION, and did state that he/she/they are the Trustees of HICKORY RIDGE subdivision, and acknowledged said instrument to be the free act and deed of said HICKORY RIDGE HOMEOWNERS ASSOCIATION.

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.

Amy N Foley

Notary Public

My Commission Expires: 11/27/2022



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

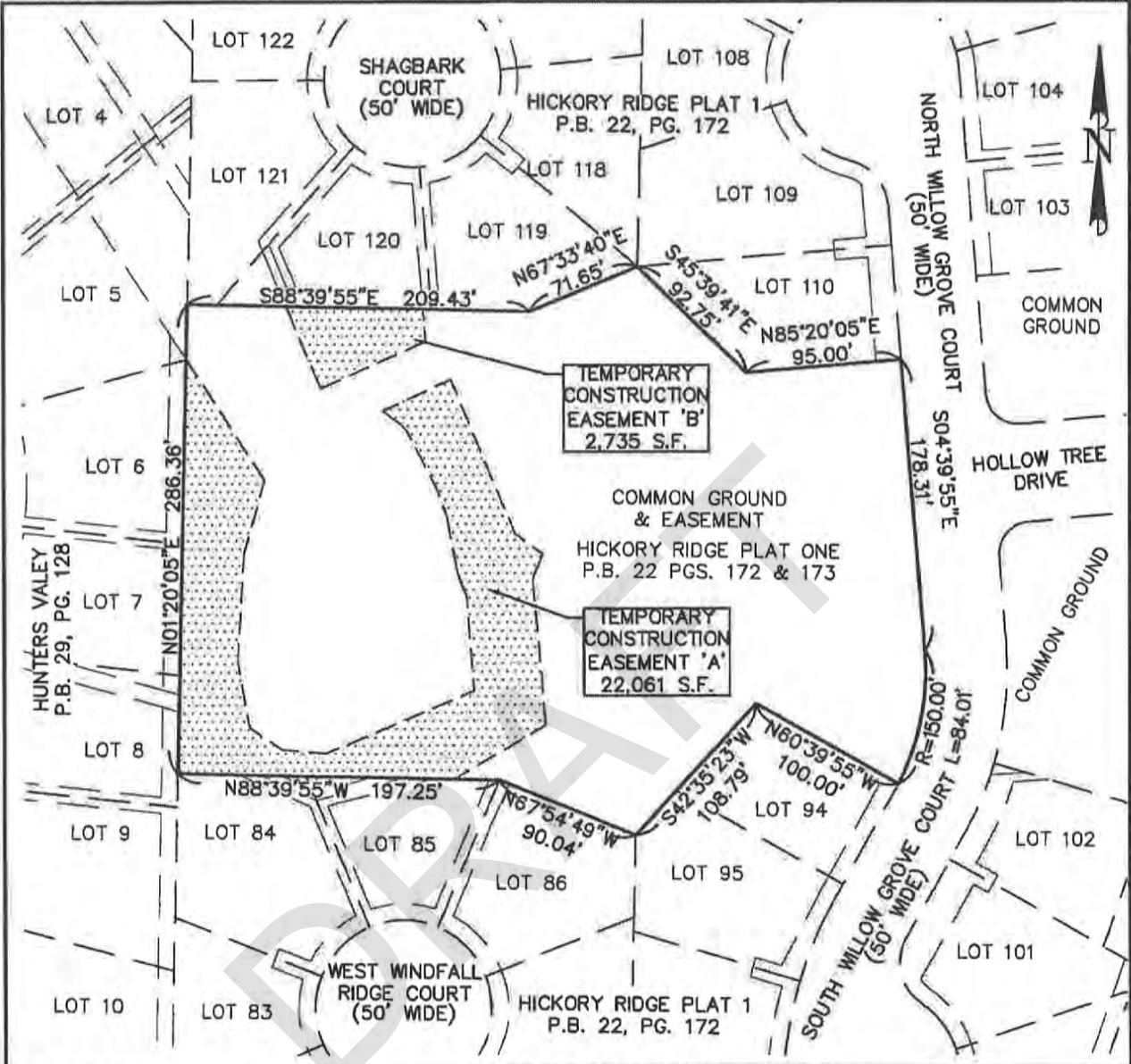
STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 20__, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



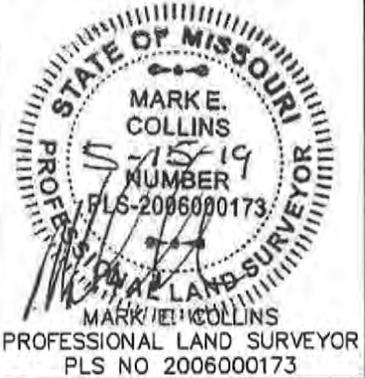
BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

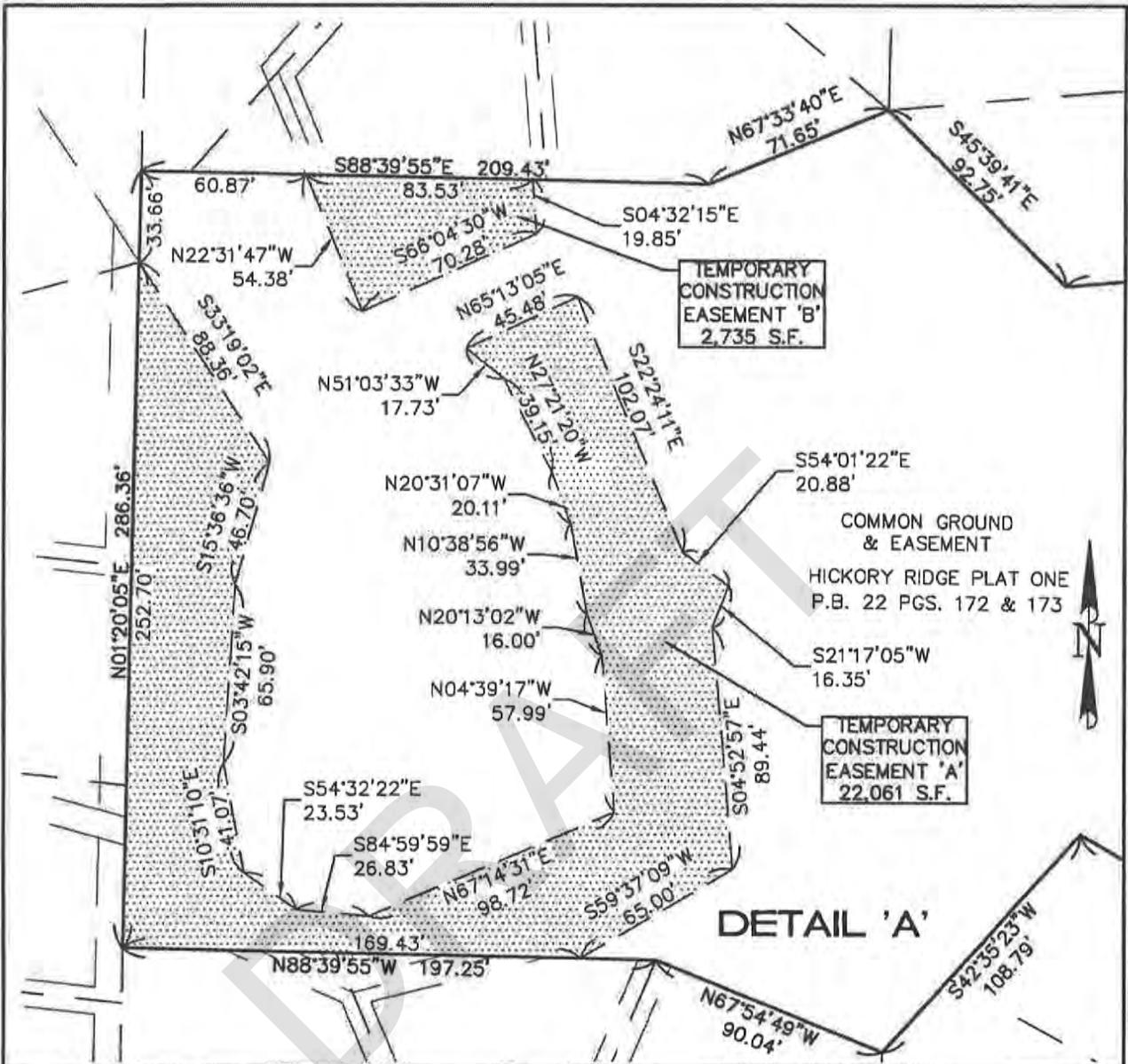
- GENERAL NOTES:
 1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

| |
|--|
| EXHIBIT A |
| DATE: 05/13/19 |
| DRAWN: GAW |
| SCALE: 1"=100' |
| PROJECT: 18-17387B |
| FILE: CG-TCE |
| SHEET: 1 OF 2 |
| MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144 |

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING PART OF COMMON GROUND OF "HICKORY RIDGE PLAT ONE" PLAT BOOK 22, PAGES 172-173, TOWNSHIP 46 NORTH, RANGE 4 EAST ST. CHARLES COUNTY, MISSOURI





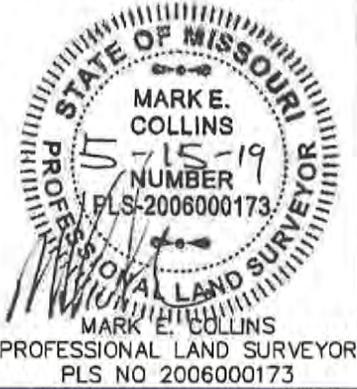
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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: 05/13/19 |
| DRAWN: GAW |
| SCALE: 1"=60' |
| PROJECT: 18-17387E |
| FILE: CG-TCE |
| SHEET: 2 OF 2 |
| MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144 |

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING PART OF
COMMON GROUND OF
"HICKORY RIDGE PLAT ONE"
PLAT BOOK 22, PAGES 172-173,
TOWNSHIP 46 NORTH, RANGE 4 EAST
ST. CHARLES COUNTY, MISSOURI



ORDINANCE NO.

AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF ST. PETERS, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (VILLAGE POINT)

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

Village Point

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

SECTION 1. The record plat, Village Point, is hereby approved.

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

SECTION 3. Savings Clause.

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

SECTION 4. Severability Clause.

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

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

Read two times, passed, and approved this 19th day of December, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH ST. CHARLES COUNTY AND VARIOUS MUNICIPALITIES IN ST CHARLES COUNTY TO SHARE COSTS REGARDING ORTHO AND OBLIQUE IMAGERY FROM PICTOMETRY

WHEREAS, the City of St. Peters has long been an advocate of geographical information system (GIS) usage to facilitate efficient city government operations and to promote the general health, safety and welfare of the community; and

WHEREAS, within their respective jurisdictions, St. Charles County and various municipal governments wish to purchase ortho and oblique imagery that can be utilized by St. Charles County and the cities of Cottleville, Dardenne Prairie, Lake St. Louis, O'Fallon, St. Charles, St. Peters, Weldon Springs, and Wentzville and coordinate with their respective GIS applications; and

WHEREAS, St. Charles County has entered in to an agreement with Pictometry International Corporation to provide high resolution geo-referenced aerial imagery services will provide the ortho and oblique imagery to all parties to this cooperation agreement.

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

SECTION 1. That the Mayor of the City of St. Peters, Missouri, be and he is hereby authorized to enter into an intergovernmental agreement with St. Charles County in substantially the form attached hereto as Exhibit A.

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

SECTION 3. Savings Clause.

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

SECTION 4. Severability Clause.

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

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

Read two times, passed, and approved this 19th day of December, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

**AGREEMENT BETWEEN ST. CHARLES COUNTY AND
THE CITY OF O’FALLON, THE CITY OF ST. CHARLES, THE CITY OF ST. PETERS,
THE CITY OF WENTZVILLE, THE CITY OF LAKE SAINT LOUIS, THE CITY OF
DARDENNE PRAIRIE, THE CITY OF WELDON SPRING, AND THE CITY OF
COTTLEVILLE, MISSOURI, MUNICIPALITIES,
TO SHARE COSTS REGARDING ORTHO AND OBLIQUE IMAGERY FROM
PICTOMETRY.**

This Agreement is made by and between ST. CHARLES COUNTY, MISSOURI, (hereinafter “County”) and the CITIES OF O’FALLON, ST. CHARLES, ST. PETERS, WENTZVILLE, LAKE SAINT LOUIS, DARDENNE PRAIRIE, WELDON SPRING, and COTTLEVILLE, MISSOURI, municipal corporations, (hereinafter “Cities”), each also referred to individually as “City”, (County and each City each being a “Party” and collectively “Parties”) pursuant to Section 70.220 RSMo., and authorized by Ordinance _____ of the County.

Section 1. Purpose: County and Cities enter into this agreement to share costs for high resolution geo-referenced aerial imagery services (hereinafter “Imagery”) provided to the County by Pictometry International Corporation (hereinafter “Pictometry”) pursuant to the agreement dated September 26, 2019, between County and Pictometry (hereinafter “Pictometry Services Agreement”) hereby attached as Exhibit A.

Section 2. Imagery Background: Generally, the County will procure ortho and oblique imagery on behalf of the parties. Ortho imagery will be provided to each City and County will require Pictometry International Corporation to furnish a viewer to each Party to this Agreement to utilize the obliques by only authorized users through its Connect Explorer web application. Further, the obliques can be accessed by utilization of an API (Application Programming Interface) through the County and Cities’ public facing mapping application if they so elect.

Section 3. Responsibilities of the Cities:

- A. Each City shall each be responsible for their respective annual cost specified in Section 14 of this Agreement.
- B. Each City agrees to and acknowledges that access and use of the images will be per each individual City, and that payment is also individualized, regardless of the actions of the other Cities.
- C. Each City agrees to use the Imagery solely for business purposes and to not allow resale or redistribution of the data for non-governmental business.
- D. Each City shall provide a point of contact for the County regarding this Agreement.
- E. Each City shall submit to the County Information Systems Department the name, department, title and email address of each City employee that is to be provided authorized access to Connect Explorer for the purposes of viewing oblique imagery.

Exhibit A

- F. Each City shall respond to County requests to review and update authorized user lists.
- G. Each City shall be responsible to ensure that their employee authorized users abide by all relative terms and conditions contained in the Pictometry Services Agreement.

Section 4. Responsibilities of the County:

- A. The County shall provide Cities a copy (by electronic or physical means) of Imagery and associated metadata as delivered to the County by Pictometry pursuant to the Pictometry Services Agreement.
- B. The County shall maintain a database of authorized users from the County and each City that are assigned a login username and password to access the Pictometry-hosted custom imagery libraries through Connect Explorer.
- C. The County shall annually purge any authorized users to Connect Explorer that have not logged in during the prior twelve-month period.
- D. The County shall provide API's as delivered to the County by Pictometry to each City for their use to provide the oblique imagery viewer through any City hosted public facing GIS webmap.
- E. The County shall be the point of contact with Pictometry.
- F. The County will pay Pictometry all sums due for services rendered and enforce Pictometry's obligations under the Pictometry Services Agreement at no cost to Cities.
- G. County will contribute \$90,000 annually for Pictometry Imagery under the Pictometry Services Agreement.
- H. The County shall annually invoice the City in amounts pursuant to Section 14 below.

Section 5. Notices: The parties shall provide notices to each other in writing mailed or faxed to the persons identified on the signature page of this Agreement, or to such officials as those persons may designate in writing.

Change requests for authorized access to Connect Explorer shall be made to the County Information Systems Department at GISservices@sccmo.org.

Section 6. Term: This Agreement shall be for a term beginning January 1, 2020 and expiring on December 31, 2026.

Section 7. Indemnification: To the extent allowed or permitted by law, each City shall indemnify, defend, and hold harmless the County, its council members, executive, officers, employees, and agents, from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, 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 that City, its officers, employees, agents, or servants in performing its obligations under this Agreement.

Exhibit A

To the extent allowed or permitted by law, the County shall indemnify, defend, and hold harmless each City, its officials, chief executive, officers, employees, and agents, from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, 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 County, its officers, employees, agents, or servants in performing its obligations under this Agreement.

Section 8: Assignment: This Agreement is not assignable. No Party shall assign, transfer, or delegate any interest in this Agreement to anyone. Any attempted assignment shall be void and of no force and effect.

Section 9: Miscellaneous Provisions

- A. The 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.
- B. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein.
- C. The parties to this Agreement are independent entities, and none are an agent of the other.
- D. Anything to the contrary contained herein notwithstanding, no provision, term, or condition in this Agreement shall constitute or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et seq., for any monetary amount whatsoever, or of any other defenses howsoever named, that are, or in the future may become, available to the parties by statute or common law.
- E. Any obligation on the part of any City to pay any amount due under this Agreement is subject to appropriation by each City in each fiscal year of funds sufficient to fulfill the terms of this Agreement. Should a City fail to appropriate any funds to this agreement, this Agreement shall terminate effective immediately and the City will not receive access to the imagery as determined in the County's sole discretion.

Section 10. Breach: Any of the following events will constitute a breach of this Agreement:

- A. The failure by City to pay when due and payable, their payment to the County provided for in this Agreement.
- B. The failure of any City or County to perform any other term, condition, or covenant of this Agreement which failure has not been corrected within 15 days of the date of written notice of such nonperformance given to it by the other party.
- C. All instances specifically stated elsewhere in the Agreement to constitute a breach of this Agreement.

Exhibit A

Section 11. Termination for Breach: The parties agree to the following remedies in the event of any breach, which shall be cumulative and not exclusive:

- A. In the event of breach by a City, the County may terminate the Agreement as to that City by giving the City written notice no later than 30 days prior to the termination effective date stated in the written notice of termination, and keep the entire amount of annual payments, if any, already made to the County by the City under this Agreement, and restrict all City access to the imagery.
- B. In the event of breach by the County, a City may terminate the Agreement as to that City by giving the County written notice of termination no later than 30 days prior to the termination effective date stated in the written notice of termination.
- C. Termination by one City does not void or modify this Agreement as to other Parties.

Section 12. No Waiver: In no event shall the continued performance of services under this Agreement by any Party after the occurrence of any event of breach by any Party be construed as a waiver of damages for such breach or as a modification of this Agreement. The waiver of one breach under this Agreement by any Party shall not constitute a waiver of subsequent breaches.

Section 13. Amendments: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of each City and the County.

Section 14. Compensation Payable to St. Charles County:

| Municipality | Annual Cost |
|------------------------------------|--------------------|
| City of O'Fallon, Missouri | \$13,856.50 |
| City of Saint Charles, Missouri | \$11,353.51 |
| City of Saint Peters, Missouri | \$10,044.99 |
| City of Wentzville, Missouri | \$6,806.27 |
| City of Lake Saint Louis, Missouri | \$3,057.79 |
| City of Dardenne Prairie, Missouri | \$2,080.25 |
| City of Weldon Spring, Missouri | \$1,032.84 |
| City of Cottleville, Missouri | \$942.80 |

Section 15. Execution in Counterparts: This Agreement may be signed in any number of counterparts, and if so signed and delivered, the counterparts, taken together and bearing the parties' signatures, shall together be deemed to be an original and shall constitute but one and the same binding Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Intergovernmental Agreement on the date last written below.

Executed by ST. CHARLES COUNTY, MO this _____ day of _____, 2019.

ST. CHARLES COUNTY

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

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

Director of Finance

Date

Exhibit A

Executed by THE CITY OF O'FALLON, MO this _____ day of _____, 2019.

THE CITY OF O'FALLON

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

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DRAFT

Exhibit A

Executed by THE CITY OF ST. CHARLES, MO this _____ day of _____, 2019.

THE CITY OF ST. CHARLES

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

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DRAFT

Exhibit A

Executed by THE CITY OF ST. PETERS, MO this _____ day of _____, 2019.

THE CITY OF ST. PETERS

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

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DRAFT

Exhibit A

Executed by THE CITY OF WENTZVILLE, MO this _____ day of _____, 2019.

THE CITY OF WENTZVILLE

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

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DRAFT

Exhibit A

Executed by THE CITY OF LAKE SAINT LOUIS, MO this _____ day of _____, 2019.

THE CITY OF LAKE SAINT LOUIS

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

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DRAFT

Exhibit A

Executed by THE CITY DARDENNE PRAIRIE, MO this _____ day of _____, 2019.

THE CITY OF DARDENNE PRAIRIE

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

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DRAFT

Exhibit A

Executed by THE CITY OF WELDON SPRING, MO this _____ day of _____, 2019.

THE CITY OF WELDON SPRING

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

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DRAFT

Exhibit A

Executed by THE CITY OF COTTLEVILLE, MO this _____ day of _____, 2019.

THE CITY OF COTTLEVILLE

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

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DRAFT

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 ST. CHARLES COUNTY, MO (“CUSTOMER”)**

COPY

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

| CUSTOMER NOTICE ADDRESS | PICTOMETRY NOTICE ADDRESS |
|---|---|
| 201 N 2nd St | 25 Methodist Hill Drive |
| Saint Charles, MO 63301-2869 | Rochester, NY 14623 |
| Attn: Scott Shipman, Assessor | Attn: General Counsel |
| Phone: (636) 949-7425 Fax: (636) 949-7435 | Phone: (585) 486-0093 Fax: (585) 486-0098 |

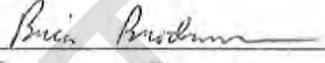
Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

| | |
|--|---|
| CUSTOMER | PICTOMETRY |
| ST. CHARLES COUNTY, MO | PICTOMETRY INTERNATIONAL CORP. |
| (entity type) | a Delaware corporation |
| SIGNATURE:  | SIGNATURE:  |
| NAME: Steve Ehlmann | NAME: Brian Brockmann |
| TITLE: County Executive | TITLE: Corporate Vice President |
| DATE: 9-25-2019 | EXECUTION DATE: 9/26/2019 |
| | DATE OF RECEIPT (EFFECTIVE DATE): 9/26/2019 |

DRAFT

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

| |
|----------------|
| ORDER # |
| C2673192 |

| |
|------------------------------|
| BILL TO |
| St. Charles County, MO |
| Scott Shipman, Assessor |
| 201 N 2nd St |
| Saint Charles, MO 63301-2869 |
| (636) 949-7425 |
| cyassess@sccmo.org |

| |
|------------------------------|
| SHIP TO |
| St. Charles County, MO |
| Scott Shipman, Assessor |
| 201 N 2nd St |
| Saint Charles, MO 63301-2869 |
| (636) 949-7425 |
| cyassess@sccmo.org |

| | | |
|--------------------|------------------|-----------------------------|
| CUSTOMER ID | SALES REP | FREQUENCY OF PROJECT |
| A118508 | CStit | Biennial |

| FIRST PROJECT | | | | | |
|---------------|---|--|------------|---|--------------|
| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT |
| 645 | IMAGERY - Reveal 1000 - R2 (Class B Airspace) per square mile | Product includes: 0.75-inch (or better) GSD orthogonal images and 1.0-inch (or better) GSD oblique images (2-way, E-W or N-S facing), and 2-way oblique images in the alternate directions (N-S or E-W facing) at 2.8-inch (or better) GSD. Higher resolution obliques may not be in the same directions project wide. Imagery available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions | \$695.00 | \$452.00 (34.964% - Long Term Incentive Discount) | \$291,540.00 |
| 645 | Tiles - Standard (3in GSD; TIFF format) Per Sector | Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$20.00 | \$10.00 (50%) | \$6,450.00 |
| 2 | Pictometry Connect - CA - 50 | Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement | \$2,200.00 | \$1,650.00 (25%) | \$3,300.00 |
| 1 | FutureView Adv Training | Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form | \$2,499.00 | | \$2,499.00 |
| 645 | Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$2.00 | | \$1,290.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form | \$199.00 | | \$199.00 |
| 1 | RapidAccess - Disaster Response Program | RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form | \$0.00 | | \$0.00 |

| | | | | | |
|---------------------------------|--|--|-------------|------------------|---------------------|
| 1 | Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support | Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement | \$0.00 | | \$0.00 |
| 1 | Integrated Pictometry Application | Integrated Pictometry Applications are web based technologies that allow a developer to embed a web instance into a product / application that connects to a customers Licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use. Requires a Pictometry Connect or Pictometry Connect PFW / View Account depending on use type. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement | \$1,990.00 | \$0.00 (100%) | \$0.00 |
| 2 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions | \$750.00 | \$0.00 (100%) | \$0.00 |
| 1 | Pictometry Connect - EarlyAccess | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions | \$10,000.00 | \$0.00 (100%) | \$0.00 |
| SUBTOTAL – FIRST PROJECT | | | | | \$305,278.00 |

| SECOND PROJECT | | | | | |
|----------------|---|--|------------|--|--------------|
| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT |
| 645 | IMAGERY - Reveal 1000 - R2 (Class B Airspace) per square mile | Product includes: 0.75-inch (or better) GSD orthogonal images and 1.0-inch (or better) GSD oblique images (2-way, E-W or N-S facing), and 2-way oblique images in the alternate directions (N-S or E-W facing) at 2.8-inch (or better) GSD. Higher resolution obliques may not be in the same directions project wide. Imagery available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions | \$695.00 | \$452.00 (34.964% – Long Term Incentive Discount) | \$291,540.00 |
| 645 | Tiles - Standard (3in GSD, TIFF format) Per Sector | Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$20.00 | \$10.00 (50%) | \$6,450.00 |
| 2 | Pictometry Connect - CA - 50 | Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery | \$2,200.00 | \$1,650.00 (25%) | \$3,300.00 |

| | | | | | |
|---------------------------|--|---|-------------|------------------|--------------|
| | | libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement | | | |
| 1 | FutureView Adv Training | Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions – 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form | \$2,499.00 | | \$2,499.00 |
| 645 | Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$2.00 | | \$1,290.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form | \$199.00 | | \$199.00 |
| 2 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions | \$750.00 | \$0.00 (100%) | \$0.00 |
| 1 | Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support | Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement | \$0.00 | | \$0.00 |
| 1 | RapidAccess - Disaster Response Program | RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form | \$0.00 | | \$0.00 |
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| SUBTOTAL – SECOND PROJECT | | | | | \$305,278.00 |

THIRD PROJECT

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT |
|-----|--|---|------------|--|--------------|
| 645 | IMAGERY - Reveal 1000 - R2 (Class B Airspace) per square mile | Product includes: 0.75-inch (or better) GSD orthogonal images and 1.0-inch (or better) GSD oblique images (2-way, E-W or N-S facing), and 2-way oblique images in the alternate directions (N-S or E-W facing) at 2.8-inch (or better) GSD. Higher resolution obliques may not be in the same directions project wide. Imagery available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions | \$695.00 | \$452.00 (34.964% - Long Term Incentive Discount) | \$291,540.00 |
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| 2 | Pictometry Connect - CA - 50 | Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement | \$2,200.00 | \$1,650.00 (25%) | \$3,300.00 |
| 1 | FutureView Adv Training | Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form | \$2,499.00 | | \$2,499.00 |
| 645 | Mosaic - Area Wide (3in GSD, MrSID format; individual) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$2.00 | | \$1,290.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form | \$199.00 | | \$199.00 |
| 1 | Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support | Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement | \$0.00 | | \$0.00 |
| 2 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions | \$750.00 | \$0.00 (100%) | \$0.00 |

| | | | | | |
|---------------------------------|---|---|-------------|---------------|---------------------|
| 1 | RapidAccess - Disaster Response Program | RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form | \$0.00 | | \$0.00 |
| 1 | Pictometry Connect - EarlyAccess | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions | \$10,000.00 | \$0.00 (100%) | \$0.00 |
| SUBTOTAL – THIRD PROJECT | | | | | \$305,278.00 |

| | | |
|---|--------------|---------------------|
| Thank you for choosing Pictometry as your service provider. | TOTAL | \$915,834.00 |
|---|--------------|---------------------|

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

| | |
|---|---------------------|
| Due by January 31, 2020 | \$38,159.75 |
| Due at Initial Shipment of Imagery | \$114,479.25 |
| Due at First Anniversary of Shipment of Imagery | \$152,639.00 |
| Total Payments | \$305,278.00 |

SECOND PROJECT

| | |
|---|---------------------|
| Due at Initial Shipment of Imagery | \$152,639.00 |
| Due at First Anniversary of Shipment of Imagery | \$152,639.00 |
| Total Payments | \$305,278.00 |

THIRD PROJECT

| | |
|---|---------------------|
| Due at Initial Shipment of Imagery | \$152,639.00 |
| Due at First Anniversary of Shipment of Imagery | \$152,639.00 |
| Total Payments | \$305,278.00 |

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: IMAGERY - Reveal 1000 - R2 (Class B Airspace) per square mile
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Scott Shipman
Admin User Email: cyassess@sccmo.org
Geofence: MO Jefferson MO Lincoln MO St. Charles (Primary Geofence) MO St. Louis MO Warren IL Calhoun IL Jersey IL Madison

Product: Pictometry Connect View - CA
Admin User Name: Scott Shipman
Admin User Email: cyassess@sccmo.org
Geofence: MO Jefferson MO Lincoln MO St. Charles (Primary Geofence) MO St. Louis MO Warren IL Calhoun IL Jersey IL Madison

CONNECT-SERVER INTEGRATION

Product: Integrated Pictometry Application
Server Integration: IPA (Both Visualization & Analytics)
Technical Contact: Scott Shipman
Company Name: St. Charles County, MO
Phone Number: (636) 949-7425
Email Address: cyassess@sccmo.org

SECOND PROJECT IMAGERY

Product: IMAGERY - Reveal 1000 - R2 (Class B Airspace) per square mile
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Scott Shipman
Admin User Email: cyassess@sccmo.org
Geofence: MO Jefferson MO Lincoln MO St. Charles (Primary Geofence) MO St. Louis MO Warren IL Calhoun IL Jersey IL Madison

Product: Pictometry Connect View - CA
Admin User Name: Scott Shipman
Admin User Email: cyassess@sccmo.org
Geofence: MO Jefferson MO Lincoln MO St. Charles (Primary Geofence) MO St. Louis MO Warren IL Calhoun IL Jersey IL Madison

THIRD PROJECT IMAGERY

Product: IMAGERY - Reveal 1000 - R2 (Class B Airspace) per square mile
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Scott Shipman
Admin User Email: cyassess@sccmo.org
Geofence: MO Jefferson MO Lincoln MO St. Charles (Primary Geofence) MO St. Louis MO Warren IL Calhoun IL Jersey IL Madison

Product: Pictometry Connect View - CA
Admin User Name: Scott Shipman
Admin User Email: cyassess@sccmo.org
Geofence: MO Jefferson MO Lincoln MO St. Charles (Primary Geofence) MO St. Louis MO Warren IL Calhoun IL Jersey IL Madison

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

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**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC § 1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
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- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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**PICTOMETRY WEB VISUALIZATION OFFERING
TERMS AND CONDITIONS**

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

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- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
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- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

DRAFT

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Missouri, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Missouri in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for any project other than the First Project under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer will provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the project;
 - b. This Agreement will remain in full force and effect, however commencement of the project will be deemed postponed until such time as funds for the project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the project; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry..
4. Termination for Convenience: Customer may, at any time, without cause, terminate this Agreement, or any portion hereof, by serving upon Pictometry at least thirty (30) days prior written notice. Upon receipt of said notice, Pictometry shall immediately cease all work under this Agreement, unless the notice provides otherwise. If Customer terminates a portion of this Agreement such termination shall not make void or invalidate the remainder of this Agreement. Customer shall pay Pictometry for all work performed and any documented costs incurred up to the time of termination.
5. Promotion Contingency: The IMAGERY - Reveal 1000 - R2 product stated in Section A includes a promotional discount. This promotional discount is contingent on this Agreement being executed by Customer and returned to Pictometry no later than September 30, 2019.
6. Estimated Project Schedule: Pictometry will make best efforts to capture the First Project between January and March of 2020, the Second Project between January and March of 2022 and the Third Project between January and March of 2024. The foregoing schedule is estimated and subject to weather, Air Traffic Control and finalization of this Agreement.

Revisions to Order Form:

7. Paragraph 4 is amended in its entirety and replaced with the following:

“This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement and Customer has accepted any such assignment. For the purposes of this Agreement, any merger, consolidation, spin-off, acquisition or change-in-control will not be deemed an assignment.”
8. Paragraph 9 is amended in its entirety and replaced with the following:

“Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control directly preventing the performance of Pictometry's obligations under this Agreement, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy,

supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.”

Revisions to Section A:

9. The last sentence of the paragraph under the heading FEES; PAYMENT TERMS is deleted in its entirety.

Revisions to Section B – Delivered Content Terms and Conditions:

10. Section 5.2 is deleted in its entirety and replaced with the following:
“Confidentiality of Delivered Content. The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited. Notwithstanding the foregoing, Pictometry understands and agrees that these confidentiality provisions are subject to Missouri Sunshine Law (“Sunshine Law”), any required disclosure in accordance with Sunshine Law shall not be a breach of these confidentiality provisions. Customer agrees that it shall afford written notice to Pictometry prior to any disclosure. Pictometry explicitly reserves the right to object to any such disclosure and to pursue any and all remedies it has in both law and in equity to prevent the disclosure.”

Revisions to Section B – Online Terms and Conditions General Terms and Conditions:

11. Section 2.2 is deleted in its entirety and replaced with the following:
“The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice. In the event such withdraw, or change diminishes the functionality or features of the Online Services, You may terminate the Online Services and receive a prorated refund for all amounts prepaid for the Online Services up until the time of termination.
12. Section 2.3 is deleted in its entirety.
13. Section 6.9 is deleted in its entirety.
14. Section 6.10 is deleted in its entirety.

Revisions to Section B –Web Visualization Offering Terms and Conditions

15. Section 6.9 is deleted in its entirety.
16. Section 6.10 is deleted in its entirety.

Revisions to Section B –Software License Agreement

17. Section 7H is deleted in its entirety.

[END OF NON-STANDARD TERMS AND CONDITIONS]

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICERS WITH FORT ZUMWALT SCHOOL DISTRICT

WHEREAS, the City has a long-standing commitment to the development of trusting relationships between its police officers serving as school resource officers and the students and staff of schools within the City; and

WHEREAS, a cooperative relationship between these schools and law enforcement is important to ensure the safety of students, faculty, and staff at these schools and to provide them with a safe and secure learning environment, and is necessary to bridge the gap between police officers and youth by increasing positive contact and providing a positive role model in officers daily interaction with students; and

WHEREAS, the City currently has school resource officers assigned to high schools in the City; and

WHEREAS, Missouri Revised Statutes Sections 70.220 through 70.325, as amended, authorize political subdivisions to contract and cooperate with any other municipality or political subdivision for a common service.

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

SECTION NO. 1. Intergovernmental Cooperation Agreement for School Resource Officers.

A. That the terms and provisions of the Intergovernmental Cooperation Agreement for School Resource Officers (the “Intergovernmental Agreement”) attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein, 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 Intergovernmental Agreement, in substantially the form attached hereto, with the Fort Zumwalt School District.

B. That the City Administrator is hereby further authorized and directed for and on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate said Intergovernmental Agreement, and to perform all of the terms, provisions and conditions of said Intergovernmental Agreement. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance and said Intergovernmental Agreement shall be conclusive evidence of the approval

thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

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

SECTION NO. 4. Effective Date.

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 19th day of December, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

EXHIBIT A
[see Intergovernmental Cooperation Agreement
For School Resource Officers attached hereto]

DRAFT

INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR SCHOOL RESOURCE OFFICERS

This Intergovernmental Cooperation Agreement for School Resource Officers (the “Agreement”), is made and entered as of the 1st day of January, 2020, by and between the Fort Zumwalt School District, a school district established under Section 240 RSMo. 2016, as amended, and a political subdivision of the State of Missouri (“District”), and the City of St. Peters, Missouri, a fourth class city and political subdivision of the State of Missouri (“City”).

WITNESSETH:

WHEREAS, the City has a long-standing commitment to the development of trusting relationships between its police officers serving as school resource officers and the students and staff of schools within the City; and

WHEREAS, a cooperative relationship between the District and law enforcement is important to ensure the safety of students, faculty, and staff at schools within the City and to provide them with a safe and secure learning environment, and is necessary to bridge the gap between police officers and youth by increasing positive contact and providing a positive role model in officers daily interaction with students; and

WHEREAS, the Drug Abuse Resistance Education (D.A.R.E.) program is the most comprehensive drug prevention curricula in the world taught in thousands of schools throughout America’s 50 states and its territories, as well as in 50+ other countries reaching more than 1.5 million students annually; and

WHEREAS, D.A.R.E.’s elementary, middle and high school curricula, as well as its enhancement lessons on subjects that include bullying, internet safety, and over-the-counter prescription drug and opiates abuse, have been developed through partnerships with highly respected universities and prevention education experts; and

WHEREAS, the City and the District have signed a certain D.A.R.E. Participation Agreement targeted for exit level elementary 5th/6th grade students; and

WHEREAS, the City currently has school resource officer(s) and/or D.A.R.E. officers assigned to schools in the District; and

WHEREAS, Missouri Revised Statutes Sections 70.220 through 70.325, as amended, authorize political subdivisions to contract and cooperate with any other municipality or political subdivision for a common service; and

WHEREAS, the District wishes the City to continue to provide such school resource officers and/or D.A.R.E. officers as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants hereinafter contained, the District, for itself, its successors and assigns, and the City, for itself, its successors and assigns, each intending to be legally bound, hereby agree as follows:

I. School Resource Officers.

A. The City will provide a Missouri POST (“Peace Officer Standards and Training Commission”) licensed peace officer serving in its Police Department to serve as a “School Resource Officer” (hereinafter referred to as an “SRO”) and/or a D.A.R.E. officer on the campuses of Fort Zumwalt South and Fort Zumwalt East High Schools, and on the campus of DuBray Middle School.

B. The SRO will be chosen and assigned by the City to work an eight (8) hour day (40 hours per week) while school is in session and to coincide with and to perform his/her duties only during regularly scheduled instructional hours at the school during the school year, but not including after school hours meetings of parents/faculty or other school functions or activities. The SRO, at all times while performing his/her duties under the terms and provisions of this Agreement, shall remain under the operational control and supervision of the City, including the policies of the City and the standing orders of its Police Department, and shall be subject to all the orders of the Community Services Division Commander of the Police Department of the City (the “SRO Supervisor”). In the event a situation exists in the City which requires the services of SROs engaged in duties under this Agreement then, and in such event, the City reserves the right to call such SROs to police duty for the City, and doing so shall not constitute a breach of this Agreement.

Holidays observed by both the school and the City will be taken as time off with pay, per City policy. With the prior approval of the SRO Supervisor, school holidays and breaks not observed by the City may be dealt with in the following manner:

- (i) The SRO may use vacation or accrued comp time; or
- (ii) The SRO may be assigned to a City work detail or patrol shift.

On those instances where a “Snow Day” is declared by the District, the SRO will report to the on-duty watch commander for assignment.

C. The SRO’s duties will include enforcement of the Missouri Criminal Code, the Missouri Juvenile Code, the Ordinances of the City, and acting as a liaison between students, faculty and staff of the school and the City, with the goal of helping to provide a safe and secure learning environment in the school for students, faculty and staff. If the SRO encounters a student needing discipline but not involving the enforcement of any law, the SRO shall only be required to escort the student to the principal’s office. Any student not taken into custody by the SRO is the responsibility of the school. These duties shall not be altered in type, scope or duration or changed at any time by the District or the school without the prior written approval of the City.

D. The City’s Police Department will create and maintain records related to the services provided under this Agreement in the same manner in which it creates and maintains its

own records, but no original police reports or printed copies of these reports shall be stored in the SRO office at the school.

E. The City will provide its SRO with standard law enforcement equipment provided to all of its peace officers, including a vehicle, for use while providing services under this Agreement, and all required uniforms and training. While performing his/her duties hereunder, the SRO shall wear the uniform of the day as authorized by the City's Police Department policies. The District shall provide the SRO with a place to park and a place to perform their work, including an office, desk, chair, file storage, computer, monitor, printer, landline telephone, office supplies, internal school district radios, and essential keys for building access.

F. Except as otherwise set forth herein, at all regularly scheduled times when the school is not in session, the SRO shall return to his/her City duties.

G. The City will also provide, at no cost to the District, a Missouri POST ("Peace Officer Standards and Training Commission") licensed peace officer serving in its Police Department to serve as a D.A.R.E. officer who shall be available to instruct the D.A.R.E. curriculum at various schools within the District, and the City will, barring emergencies, attempt to limit the officer's absence from the D.A.R.E. classrooms on his/her designated day(s) of instruction. The District agrees to provide classroom space and allot at least 45 minutes per lesson each week to the targeted class for delivery of the D.A.R.E. Program. The District shall ensure a teacher is present in the classroom at all times while the D.A.R.E. officer presents his/her instruction. The classroom teacher will assist, if necessary, in the collection of assigned homework and will make bulletin board space available within the classroom.

H. The Missouri United School Insurance Council ("MUSIC") will, on behalf of the District, indemnify, defend, hold harmless and reimburse the City for claims asserted against the City, its elected officials, officers, employees, and SROs, including their heirs, personal representatives, successors or assigns (collectively, "the City") solely to the extent that such claims arise out of an occurrence where the SROs were performing the functions of an SRO, and were not performing police functions, which police functions include, but are not limited to, search, apprehension, and arrest, but do not include the use of a weapon which is included in the functions of an SRO. Under no circumstances, shall MUSIC's obligation to indemnify, defend, hold harmless and reimburse the City for the limited claims identified herein exceed the City's self-insured retention of \$250,000. Except as specifically provided in this paragraph, neither MUSIC nor the District shall have any obligation to indemnify, defend, hold harmless or reimburse the City, its elected officials, officers, employees, and SROs and their heirs, personal representatives, successors or assigns, from and against any other cause of action, claim, demand, loss, fine, damage or other expense (including attorneys' fees) which any of them may incur or sustain as a result of the acts or omissions of the District, or which the City may incur or sustain as a result of performing its obligations under this Agreement.

I. Neither the SROs nor any D.A.R.E. officer shall be considered employees of the District, and no partnership or co-venture shall be created by virtue of this Agreement or the performance by the SROs and/or the D.A.R.E. officers of his/her duties hereunder.

II. Payment.

A. The District shall reimburse the City for the SROs assigned to schools in the District as a SRO under this Agreement as follows:

1. Fort Zumwalt South High School - Forty two percent (42%) of the SRO's annual salary of \$95,472.00 which equals \$ \$40,098.24.
2. Fort Zumwalt East High School - Forty two percent (42%) of the SRO's annual salary of \$95,472.00 which equals \$ \$40,098.24.
3. DuBray Middle School - Forty two percent (42%) of the SRO's annual salary of \$95,472.00 which equals \$ \$40,098.24.

B. The City shall assume all responsibility for payment to or on behalf of the SRO for all services rendered under this Agreement and for payment of all contributions on behalf of the SRO for Workers' Compensation, Missouri Local Government Employees Retirement System, withholding taxes, and any other applicable federal, state and local tax or charge.

III. Reimbursement.

All reimbursement sums shall be payable by the District in advance on a semi-annual basis, the first payment due on December 20 of each calendar year, with the second payment due on April 20 of each calendar year.

IV. Termination.

A. Unless otherwise terminated as provided below, this Agreement shall remain in full force and effect until July 31, 2020, and shall automatically renew each year thereafter unless either party shall give the other prior written notice of its intention to terminate this Agreement as set forth below.

B. Termination for Cause:

1. The City may terminate this Agreement at any time upon the District's failure to timely pay the City as provided above. If the City terminates this Agreement for failure to timely pay and the District thereafter pays such amount in full within ten (10) days of receipt of such notice of termination, then the notice of termination shall be deemed withdrawn and a POST licensed peace officer shall be re-assigned to act as a SRO at the school.

2. The District may terminate this Agreement at any time for the City's failure to provide a SRO as set forth above. If the District terminates this Agreement for failure to provide a SRO and the City assigns a SRO who physically attends the school within ten (10) days of the City's receipt of the District's notice of termination, then the notice of termination shall be deemed withdrawn.

C. Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days prior written notice to the other party.

V. Notices.

Except during the continuance of a known interruption of mail delivery service, in which event personal delivery or another means of delivery reasonably calculated to result in verifiable delivery shall be used, all notices, requests, demands and other communications required hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, and addressed as set forth below:

IF TO CITY:

City of St. Peters, Missouri
P.O. Box 9
One St. Peters Centre Blvd.
St. Peters, Missouri 63376
Attn: City Administrator

IF TO DISTRICT:

Fort Zumwalt School District
555 E Terra Ln,
O'Fallon, Missouri 63366
Attn: Dr. Bernard J. DuBray, Superintendent

Any party hereto may change the address to which notices are to be addressed by giving the other party notice, in the manner herein above set forth.

VI. Governing Provisions.

A. The provisions of this Agreement will be governed by the laws of the State of Missouri.

B. If any provisions of this Agreement or any portion of such provisions or the application thereof to any person or circumstance shall be held to be invalid or unenforceable or shall become a violation of a local, state or federal law, then the same as so applied shall no longer be part of this Agreement, but the remainder of the Agreement and the application of the affected provisions to other persons and circumstances shall be not be affected thereby, and this Agreement as so modified shall continue in full force and effect unless the elimination of such provision materially and adversely affects the consideration either party is to receive under this Agreement and/or the ability of either party to perform its obligations hereunder.

C. This Agreement constitutes the entire Agreement between the City and the District, and supersedes all prior agreements, negotiations, discussions and understandings, whether oral or written, between the parties with regard to the subject matter hereof. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

D. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. There are no third party beneficiaries to this Agreement, and both the City and the District agree that this Agreement is not intended to extend to, or create, any third party beneficiary.

E. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any alleged breach or default thereof, or for any other acts arising out of this Agreement, the prevailing party to such action shall be entitled to an award of all its costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.

IN WITNESS WHEREFORE, the District and the City have caused this Agreement to be executed as of the date first above written.

CITY:

City of St. Peters, Missouri

DISTRICT:

Fort Zumwalt School District

By: _____
Russell W. Batzel, City Administrator

By: _____
President, Board of Education

Attest: _____
Secretary, Board of Education

ORDINANCE NO.

AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A CONTRACT WITH MTI DISTRIBUTING FOR THE PURCHASE OF TWO TORO ROTARY MOWERS

WHEREAS, the City of St. Peters desires to purchase two rotary mowers for the operation of its Parks and Golf Services Group in order to provide continued, quality service to its residents; and

WHEREAS, bid proposals were received from one (1) bidder on November 14, 2019, for the purchase of two new rotary mowers and the trade-in of two existing Toro mowers and an existing Jacobsen mower; and

WHEREAS, it is recommended that the City enters into a purchase agreement with MTI Distributing, Incorporated, in the amount of \$160,182.26, less a trade in value of \$35,000.00.

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 MTI Distributing in the amount of \$125,182.26 for the purchase of two Toro 4010D Rotary Mowers, with specified options, and the trade-in of two existing Toro Mowers and one existing Jacobson mower.

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 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 19th day of December 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT FOR RECYCLING SERVICES WITH THE CITY OF O'FALLON, MISSOURI

WHEREAS, O'Fallon provides solid waste removal, disposal and recycling services to its residents and to certain commercial customers with whom it also contracts to provide such services; and

WHEREAS, O'Fallon has heretofore contracted with Allied Services, LLC to transfer and dispose of the solid waste and recyclables that it collects; and

WHEREAS, Allied Services, LLC disposes recyclables collected on behalf of O'Fallon with Resource Management – St. Louis, LLC; and

WHEREAS, Resource Management – St. Louis, L.L.C. has informed O'Fallon that it can no longer accept single stream recyclables collected by O'Fallon; and

WHEREAS, St. Peters owns and operates a recycling and transfer facility, which facility shall mean for the purposes of the Amended and Restated Intergovernmental Cooperation Agreement the permitted area of its Central Materials Processing Facility located at 131 Ecology Drive, St. Peters, Missouri, subject to Permit No. MOR80H175 (the "Transfer Station"); and such other areas of St. Peters as may be so permitted from time to time; and

WHEREAS, Missouri Revised Statutes Sections 70.220 through 70.325, as amended, authorize any municipality or political subdivision to contract and cooperate with any other municipality or political subdivision for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, St. Peters and O'Fallon have heretofore entered into a certain Intergovernmental Cooperation Agreement for Recycling Services dated October 25, 2018, and are desirous of amending that Agreement to provide O'Fallon the right, on a longer term basis, to deposit at its Transfer Station Recyclables (but not Solid Waste, Hazardous Waste, Special Waste, Toxic Waste, or Yard Waste) that it collects outside the City of St. Peters and the City of Cottleville, and to obligate O'Fallon to remove any contaminated Recyclable Waste O'Fallon may have delivered to the Transfer Station, and dispose of the same at an approved sanitary landfill that is permitted by the Missouri Department of Natural Resources or the Illinois Environmental Protection Agency to accept municipal solid waste.

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

SECTION NO. 1. Amended and Restated Intergovernmental Agreement.

A. That the terms and provisions of the Amended and Restated Intergovernmental Cooperation Agreement for Recycling Services (the “Amended and Restated Intergovernmental Agreement”) attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein, 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 Amended and Restated Intergovernmental Agreement in substantially the form attached hereto.

B. That the City Administrator is hereby further authorized and directed for and on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the Amended and Restated Intergovernmental Agreement, and to perform all of the terms, provisions and conditions of the Amended and Restated Intergovernmental Agreement. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Amended and Restated Intergovernmental Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

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

SECTION NO. 4. Effective Date.

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 19th day of December, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

EXHIBIT A

[Attach Amended and Restated Intergovernmental Agreement]

DRAFT

Exhibit A

**AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR
RECYCLING SERVICES**

This Amended and Restated Intergovernmental Cooperation Agreement for Recycling Services (the “Agreement”) is made and entered into as of the 1st day of January, 2020, by and between the CITY OF O’FALLON, MISSOURI, a constitutional charter city (hereinafter “O’Fallon”), and the CITY OF ST. PETERS, MISSOURI, a city of the fourth class (hereinafter “St. Peters”).

WITNESSETH:

WHEREAS, O’Fallon provides solid waste removal, disposal and recycling services to its residents and to certain commercial customers with whom it also contracts to provide such services; and

WHEREAS, O’Fallon has heretofore contracted with Allied Services, LLC to transfer and dispose of the solid waste and recyclables that it collects; and

WHEREAS, Allied Services, LLC disposes recyclables collected on behalf of O’Fallon with Resource Management – St. Louis, LLC; and

WHEREAS, Resource Management – St. Louis, L.L.C. has informed O’Fallon that it can no longer accept single stream recyclables collected by O’Fallon; and

WHEREAS, St. Peters owns and operates a recycling and transfer facility, which facility shall mean for the purposes of this Amended and Restated Intergovernmental Cooperation Agreement the permitted area of its Central Materials Processing Facility located at 131 Ecology Drive, St. Peters, Missouri, subject to Permit No. MOR80H175 (the “Transfer Station”); and such other areas of St. Peters as may be so permitted from time to time; and

WHEREAS, Missouri Revised Statutes Sections 70.220 through 70.325, as amended, authorize any municipality or political subdivision to contract and cooperate with any other municipality or political subdivision for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, St. Peters and O’Fallon have heretofore entered into a certain Intergovernmental Cooperation Agreement for Recycling Services dated October 25, 2018, and are desirous of amending that Agreement to provide O’Fallon the right, on a longer term basis, to deposit at the Transfer Station Recyclables as hereinafter defined (but not Solid Waste, Hazardous Waste, Special Waste, Toxic Waste, or Yard Waste as hereinafter defined) that it collects outside the City of St. Peters and the City of Cottleville and to obligate O’Fallon to remove any contaminated Recyclable Waste O’Fallon may have delivered to the Transfer Station, and dispose of same at an approved sanitary landfill (hereafter, the “Landfill”), pursuant to the provisions set forth below, which shall mean for the purposes of this Amended and Restated Intergovernmental

Cooperation Agreement a sanitary landfill that is permitted by the Missouri Department of Natural Resources or the Illinois Environmental Protection Agency to accept municipal solid waste.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual agreements and covenants hereafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, O'Fallon, for itself, its successors and permitted assigns and St. Peters, for itself, its successors and permitted assigns, intending to be legally bound, hereby agree as follows:

1. Definitions. The following terms, as used in this Agreement, shall have the following meanings:

1.01 "Hazardous Waste" shall mean any waste or combination of wastes which:

(a) is defined as such at any time during the term of this Agreement by federal law, or applicable state or local laws, or the rules and regulations promulgated thereunder, including, but not limited to, Title 10 of the Missouri Code of State Regulations as same may be amended from time to time; or

(b) because of its quantity, concentration, or physical, chemical or infectious characteristics has been determined by the Hazardous Waste Management Commission of the State of Missouri to be such as may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating illness; or, pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed; or

(c) is identified or listed as a hazardous waste by the Administrator of the U.S. Environmental Protection Agency (hereinafter called "EPA"), pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq.; or

(d) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" pursuant to any applicable state or federal law, including, but not limited to, the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq., and the applicable state and federal rules and regulations promulgated thereunder; or

(e) contains polychlorinated biphenyls or any other substance, the storage, treatment or disposal of which is subject to regulation under the Federal Toxic Substances Control Act as amended, 15 U.S.C. § 2601 et seq., and applicable state and federal rules and regulations promulgated thereunder; or

(f) contains a "reportable quantity" of one or more "hazardous substances", as defined in the federal Comprehensive Response, Compensation and Liability Act as amended, 42 U.S.C. § 9601 et seq., and the applicable state and federal regulations promulgated

thereunder, or as defined under any other applicable federal or state law and the rules and regulations promulgated thereunder; or

(g) contains a radioactive material the storage or disposal of which is subject to federal law, or applicable state or local laws, or the rules and regulations promulgated thereunder.

1.02 “Recyclables” shall mean waste consisting solely of non-contaminated glass containers, aluminum containers and cans, tin containers, plastic containers, which can be separated from the waste stream and marketed for reuse.

1.03 “Solid Waste” or “Solid Wastes” shall mean all putrescible and non-putrescible, combustible and non-combustible materials discarded by private residents and commercial occupants of buildings, including, but not limited to, garbage, refuse and other discarded materials including household furniture, and also all street sweepings collected by O’Fallon, excluding however, Hazardous Waste, Toxic Waste, Special Waste, Recyclables, Contaminated Recyclable Waste, Yard Waste and any other waste that does not constitute “solid waste” as defined by the Missouri Department of Natural Resources or any successor regulatory agency having jurisdiction of solid waste management in the State of Missouri.

1.04 “Special Waste” shall mean any waste which is:

(a) defined as such by federal law, or applicable state and local laws, or rules and regulations promulgated thereunder; or

(b) medical waste, including infectious waste as such term is defined by Section 260.36(13) R.S.Mo., or pathological waste from laboratories, research facilities, and health and veterinary facilities; or

(c) slaughterhouse waste; or

(d) sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or

(e) any waste material that is determined to be or contain “free liquid” by the paint filter test (EPA Method 9095); or

(f) waste from an industrial process; or

(g) waste from a pollution control process; or

(h) waste transported in a bulk tanker; or

(i) friable and/or nonfriable asbestos waste; or

(j) empty containers other than household containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or

(k) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or

(l) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other listed in this definition; or

(m) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum products; or

(n) wastes banned by law; lead acid batteries, waste oil, tires and major appliances, including clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers which under applicable federal or state statutes, or regulations promulgated thereunder, may not be disposed of at a sanitary landfill; or

(o) waste that has physical or chemical characteristics which require special handling.

1.05 "Toxic Waste" shall mean any waste which is defined or determined to constitute toxic waste under the provisions of any federal law, or applicable state or local law, or rules and regulations promulgated thereunder.

1.06 "Yard Waste" shall mean leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls, or tree wood greater than 6" in diameter.

1.07 "Contaminated Recyclable Waste" shall mean Recyclables that contain any Prohibited Waste as defined in Section 2.01 to the extent it is not commercially saleable by St. Peters.

2. During the term of this Agreement, O'Fallon shall have the right to transfer to and deposit Recyclables at the Transfer Station, which Recyclables shall conform to all applicable permit requirements under the Transfer Station Operating Permit held by St. Peters. O'Fallon and St. Peters shall calculate the tonnage of Recyclables delivered by O'Fallon to the Transfer Station on a daily basis. At least once a month, St. Peters shall advise O'Fallon of the amount of tonnage of Recyclables accepted at the Transfer Station and which was delivered to the Transfer Station by O'Fallon. St. Peters and O'Fallon agree that O'Fallon shall haul or cause to be hauled Contaminated Recyclable Waste from the Transfer Station to be disposed of at the Landfill. O'Fallon agrees that it shall pay to St. Peters a bale and loading fee of \$15.21 for each bale of Contaminated Recyclable Waste deposited at the Transfer Station ("Loading Fee") which Contaminated Recyclable Waste is then to be hauled to and disposed of by or on behalf of O'Fallon

at the Landfill. The parties acknowledge and agree that St. Peters will sort, process and market the Recyclables at no cost or credit to O'Fallon, other than the bale and Loading Fee, provided the minimum market annual sales revenue has been met as herein below provided.

The minimum market annual sales revenue for the Recyclables must be met on a yearly basis during the term of this Agreement through the sales of Recyclables received from O'Fallon. In the event of a shortfall, O'Fallon shall pay to St. Peters the difference between the minimum market annual sales revenue as set by this Agreement and the actual annual market sales revenue. For the first year of this Agreement, the minimum market annual sales revenue is \$190,000.00. The minimum market annual sales revenue and the bale and loading fee for each year during the term of this Agreement shall increase by two and half percent (2.5%) over the prior year on each anniversary date of this Agreement.

The minimum market annual sales revenue shall be calculated on an average sales price per ton of Recyclables sold by St. Peters. The Recyclables included in the sales calculation are aluminum, steel, tin cans, bottles and containers to include non-ferrous, PET #1, natural and color.

Example #1: O'Fallon delivers 700 tons to St. Peters in a year. The average price per ton of Recyclables sold by St. Peters, including both O'Fallon and St. Peters Recyclables, is \$300 per ton. 700 tons x \$300 per ton is \$210,000 which exceeds the minimum market annual sales revenue for the year and no payment by O'Fallon is required.

Example #2: O'Fallon delivers 700 tons to St. Peters in a year. The average price per ton of Recyclables sold by St. Peters, including both O'Fallon and St. Peters Recyclables, is \$250 per ton. 700 tons x \$250 per ton is \$175,000 which is less than the minimum market sales revenue for the year by \$15,000. The O'Fallon shall pay \$15,000 to the St. Peters.

St. Peters agrees to share in the profit of the sales of the material once the market annual sales revenue has reached \$700,000. Any revenue over the annual sales revenue of \$700,000 shall be equally divided between St. Peters and O'Fallon for that year only. This calculation shall be made on gross revenue.

St. Peters agrees to provide a monthly report to O'Fallon detailing the price paid per ton for each product type sold that month.

For its sale of Recyclables St. Peters shall obtain a minimum of two (2) quotes from interested purchasers and shall accept the highest purchase price for the Recyclables.

O'Fallon shall be obligated to make monthly payments to St. Peters, within thirty (30) days after O'Fallon's receipt of an invoice for such Loading Fees. St. Peters shall invoice O'Fallon within ten (10) days after the end of each calendar month during the term of this Agreement. Failure to make any payment when due shall constitute a default of this Agreement, and St. Peters shall have all rights and remedies available to it, both at law and in equity, including the right to terminate immediately this Agreement. The bale and loading Fee shall increase by two and half percent (2.5%) over the prior year on each anniversary date of this Agreement.

2.01 O'Fallon shall be responsible for monitoring all Recyclables delivered to the Transfer Station to ensure that no Hazardous Waste, Special Waste, Toxic Waste, Yard Waste, Contaminated Recyclable Waste or other prohibited wastes (Solid Waste, Hazardous Waste, Special Waste, Toxic Waste, Yard Waste, Contaminated Recyclable Waste or other prohibited wastes are hereinafter collectively referred to as "Prohibited Wastes") are delivered. Upon notice to O'Fallon that Prohibited Wastes have been delivered to the Transfer Station in an O'Fallon vehicle or third party vehicle operated on behalf of O'Fallon, O'Fallon shall remove or cause the removal of such Prohibited Wastes. Notice under the foregoing sentence shall be given by St. Peters as soon as it believes that such Prohibited Wastes have been delivered and in no event more than twenty-four (24) hours after the asserted non-conforming delivery. If the driver of an O'Fallon vehicle in which the Prohibited Wastes are asserted to have been delivered is still at the Transfer Station, the driver and one of St. Peters' on-site employees shall both be notified verbally as soon as possible and the on-site employee shall be notified in writing. St. Peters and O'Fallon shall have the right to inspect and to take photographs in connection with such asserted non-conforming delivery.

3. O'Fallon shall be solely responsible for all costs in connection with the transporting and disposal of the Prohibited Wastes emanating from the Transfer Station to the Landfill.

4. The parties acknowledge that (i) O'Fallon shall not haul any Prohibited Wastes from the Transfer Station and dispose of the same at the Landfill in any amount in excess of the tonnage of Recyclables and Contaminated Recyclable Waste that O'Fallon deposited at the Transfer Station, and (ii) the right of O'Fallon to deposit at the Transfer Station Recyclables O'Fallon collects outside the City of St. Peters and the City of Cottleville for transfer and disposal by O'Fallon at the Landfill, pursuant to the provisions set forth in the Agreement, does not include any Solid Waste St. Peters collects for disposal from commercial and/or residential premises to which St. Peters, either directly or through any third party, provides refuse collection service.

4.01 Solely with respect to the Contaminated Recyclable Waste or any Prohibited Wastes deposited by O'Fallon, O'Fallon shall make all reasonable efforts, including trailer location monitoring, to insure a sufficient number of Transfer Trailers are available to store and transport all Contaminated Recyclable Waste and Prohibited Wastes received at the Transfer Station to the Landfill, so that no Contaminated Recyclable Waste or Prohibited Wastes are kept on the floor after the end of the working day and no Contaminated Recyclable Waste or Prohibited Wastes are kept on the floor for more than twenty four (24) hours. Further, no containerized Contaminated Recyclable Waste or Prohibited Wastes shall be stored at the Transfer Station for more than 24 (Twenty four) hours.

5. Subject to the limitations set forth in Section 6.01 below, O'Fallon shall indemnify, defend and save harmless St. Peters from all suits or actions brought against St. Peters for or on account of, any injuries or damages received, sustained, or occasioned by or on account of the negligent acts or omissions of O'Fallon, its servants, or agents incurred in performance of this Agreement, including, but not limited to, the delivery and deposit of Recyclables and Prohibited Wastes by or on behalf of O'Fallon at the Transfer Station. O'Fallon agrees to indemnify, defend and hold harmless St. Peters from all liability (including attorneys' fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of

1980 as amended or comparable state law incurred as the result of O'Fallon's deposit of Hazardous Waste, Special Waste, or Toxic Waste at the Transfer Station.

6. O'Fallon shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the activities of O'Fallon hereunder, its agents, representatives, employees or subcontractors.

6.01 Insurance. O'Fallon 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, shall name St. Peters as an additional insured party, and shall maintain limits of coverage in an amount equal to the current value of the limitation on awards as published annually in the Missouri Register pursuant to Section 537.610, RSMo., as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo 2000, as amended.

The insurance policy shall be maintained in force at all times during the term of this Agreement. Certificate(s) of Insurance stating that the policy is in full force and effect and that the same will not be altered, amended or terminated without thirty (30) days prior written notice being sent to St. Peters. 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.

The cost of such insurance shall be at the expense of O'Fallon. O'Fallon shall maintain insurance coverage limits no less than:

1. Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
2. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this Agreement. The policy shall include, but not be limited to, protection for the following hazards:
 - a. Premises and Operations – Bodily Injury & Property Damage Liability
 - b. Independent Contractors Coverage
 - c. Products & Completed Operations Liability coverage to apply one year beyond completion and performance of the work specified by this Agreement.
 - d. Personal Injury Liability and Advertising Injury Liability
 - e. Broad Form Property Damage
 - f. Contractual Liability

- g. Explosion, collapse, and underground damage, if applicable.

The above policy shall be written with limits of at least \$1,000,000.00 each occurrence and \$2,000,000 aggregate.

- 3. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
- 4. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.

6.02 Deductions and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by St. Peters. At the option of St. Peters, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects St. Peters, its officers, officials and employees; or O’Fallon shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

6.03 Other Insurance Provisions. O’Fallon shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

- 1. General Liability and Motor Vehicle Liability Coverages.
 - a. Contingent or Protective Liability and Property Damage to protect O’Fallon from any and all claims arising from the operations of any subcontractor employed by O’Fallon.
 - b. Protective Liability Policy for operations of O’Fallon or any subcontractor in connection with the work performed under this Agreement.
 - c. The coverage shall be for a minimum of \$2,000,000, and shall contain no special limitations on the scope of protection afforded to St. Peters, its officers, elected or appointed officials, or employees.
 - d. O’Fallon’s insurance coverage SHALL BE PRIMARY INSURANCE as respects St. Peters, its officers, elected or appointed officials, or employees. Any insurance or self-insurance maintained by St. Peters, its officers, elected or appointed officials, or employees shall be excess of O’Fallon’s insurance and shall not contribute with it.

- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to St. Peters, its officers, elected or appointed officials, or employees.
- f. O'Fallon's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.04 Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VI.

6.05 Verification of Coverage. O'Fallon shall furnish St. Peters with certificates of insurance and an additional insured endorsement ("AIE") issued by each applicable insurance carrier to evidence the coverages required in this Section 7, which AIE shall utilize the Standard ISO Additional Insured Endorsement, 1985 Broad Form. The certificates and AIE for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by St. Peters before services commence. St. Peters reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.06 Subcontractors. O'Fallon shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. Term of Agreement. This Agreement shall become effective on January 1, 2020 by all parties hereto. The parties acknowledge that the term of this Agreement shall be for a period of three (3) years beginning on January 1, 2020. This Agreement shall automatically renew for an additional term of one (1) year unless either party shall provide to the other notice, pursuant to Section 9 of the Agreement of its intention not to renew the Agreement as amended, which notice shall be given not less than one hundred eighty (180) days prior to the expiration of the then current term of the Agreement, as amended. O'Fallon may reduce the 180-day notice by providing a payment of \$305 per reduced (business) day to St. Peters. Said renewal term shall be subject to all of the same terms and conditions of the Agreement, as amended.

8. Notwithstanding any other provisions set forth herein, either party by giving the other party one hundred eighty (180) days prior written notice, shall have the right to terminate this Agreement, in which event this Agreement shall terminate one hundred eighty (180) days after the date of such notice of termination is deemed delivered. O'Fallon may reduce the 180-day notice by providing a payment of \$305 per reduced (business) day to St. Peters.

9. All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for herein, shall be in writing and shall be deemed to have been delivered upon receipt or upon refusal to accept delivery after being either mailed by United States registered mail, postage prepaid, return receipt requested, or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving the same written notice):

If to City:
Manager of Water and Environmental Services
City of St. Peters
P. O. Box 9
St. Peters, Missouri 63376

with a copy to:
City Administrator
City of St. Peters
P. O. Box 9
St. Peters, Missouri 63376

If to O'Fallon:
Environmental Services Superintendent
City of O'Fallon
100 North Main Street
O'Fallon, Missouri 63366

with a copy to:
City Administrator
City of O'Fallon
100 North Main Street
O'Fallon, Missouri 63366

10. Entire Agreement. This Agreement (a) constitutes the entire understanding between the parties with respect to the subject matter hereof, is an amendment and restatement of and supersedes that certain Intergovernmental Cooperation Agreement for Recycling Services dated October 25, 2018, by and between the parties hereto, (b) shall be governed by and enforced pursuant to the laws of the State of Missouri, (c) may not be further amended except by agreement in writing between the parties, and (d) may not be assigned by either party without the prior written consent of the other party hereto.

11. Headings. The headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

12. Severability. If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable or shall become a violation of a local, state or federal law, then the same as so applied shall no longer be a part of this Agreement, but the remainder of the Agreement and the application of the affected provisions to other persons and circumstances shall not be affected thereby, and this Agreement as so modified shall continue in full force and effect unless the elimination of such provision materially and adversely affects the consideration either party is to receive under this Agreement and/or the ability of either party to perform its obligations hereunder.

13. Attorney's Fees. If any action at law or in equity shall be brought to recover any sums due under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

14. Authorization and Capacity. St. Peters and O'Fallon each represent to the other that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations. Each person executing this Agreement warrants and represents that he has the authority to execute this Agreement in the capacity stated and to bind St. Peters and O'Fallon, respectively, except as otherwise specifically set forth herein. Each person will furnish to the other upon execution copies of such resolutions, ordinances and certificates as either shall require in order to confirm such authority and capacity of St. Peters and O'Fallon and of the persons who are to execute documents in connection with the execution of this Agreement.

15. Execution in Counterparts. This Agreement may be signed in any number of counterparts, and if so signed and delivered, the counterparts, taken together and bearing the parties' signatures, shall together be deemed to be an original and shall constitute but one and the same binding Agreement.

*[Remainder of page intentionally left blank,
Signature pages to follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SEAL

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel
City Administrator

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

On this _____ day of _____, 2019, before me appeared RUSSELL W. BATZEL, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the CITY OF ST. PETERS, MISSOURI, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its Board of Alderman; and said Russell W. Batzel acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

SEAL

CITY OF O'FALLON, MISSOURI

By: _____
Michael Snowden
City Administrator

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

On this _____ day of _____, 2019, before me appeared MICHAEL SNOWDEN, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the CITY OF O'FALLON, 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 Alderman; and said Michael Snowden acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF COTTLEVILLE, MISSOURI

WHEREAS, St. Peters owns and operates a municipal, environmental recycling facility and operates a solid waste collection system; and

WHEREAS, Cottleville offers solid waste collection and recycling services to its residents; and

WHEREAS, Missouri Revised Statutes Sections 70.220 through 70.325, as amended, authorize political subdivisions to contract and cooperate with any other municipality or political subdivision for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service and Section 260.215.3 specifically permits cities to contract as provided in chapter 70, with any city or other political subdivision to carry out their responsibilities for the storage, collection, transportation, processing, or disposal of solid wastes; and

WHEREAS, St. Peters is qualified to provide solid waste collection, disposal and recycling services, and Cottleville has previously contracted with St. Peters to provide such services for Cottleville residents upon the terms and conditions set forth in a certain Intergovernmental Cooperation Agreement dated as of December 9, 2004, as amended by a certain First Amendment to Intergovernmental Cooperation Agreement date as of December 1, 2009, and as amended by a certain Second Amendment to Intergovernmental Cooperation Agreement dated as of December 13, 2013; and

WHEREAS, Cottleville wishes St. Peters to continue to provide such solid waste collection, disposal and recycling services.

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

SECTION NO. 1. Amended and Restated Intergovernmental Agreement.

A. That the terms and provisions of the Amended and Restated Intergovernmental Cooperation Agreement (the “Amended and Restated Intergovernmental Agreement”) attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein, 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 Amended and Restated Intergovernmental Agreement in substantially the form attached hereto.

B. That the City Administrator is hereby further authorized and directed for and on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the Amended and Restated Intergovernmental Agreement, and to perform all of the terms, provisions and conditions of the Amended and Restated Intergovernmental Agreement. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Amended and Restated Intergovernmental Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

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

SECTION NO. 4. Effective Date.

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 19th day of December, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

EXHIBIT A

[Attach Amended and Restated Intergovernmental Agreement]

DRAFT

Exhibit A

AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT

This Amended and Restated Intergovernmental Cooperation Agreement (the “Amended Agreement”), is made and entered as of the 1st day of January, 2020, by and between the City of Cottleville, Missouri, a municipal corporation of the State of Missouri (“Cottleville”), and the City of St. Peters, Missouri, a municipal corporation of the State of Missouri (“St. Peters”).

WITNESSETH:

WHEREAS, St. Peters owns and operates a municipal, environmental recycling facility and operates a solid waste collection system; and

WHEREAS, Cottleville intends to offer solid waste collection and recycling services to its residents; and

WHEREAS, Missouri Revised Statutes Sections 70.220 through 70.325, as amended, authorize political subdivisions to contract and cooperate with any other municipality or political subdivision for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service and Section 260.215.3 specifically permits cities to contract as provided in chapter 70, with any city or other political subdivision to carry out their responsibilities for the storage, collection, transportation, processing, or disposal of solid wastes; and

WHEREAS, St. Peters is qualified to provide solid waste collection, disposal and recycling services, and Cottleville has previously contracted with St. Peters to provide such services for Cottleville residents upon the terms and conditions set forth in a certain Intergovernmental Cooperation Agreement dated as of December 9, 2004, as amended by a certain First Amendment to Intergovernmental Cooperation Agreement date as of December 1, 2009, and as amended by a certain Second Amendment to Intergovernmental Cooperation Agreement dated as of December 13, 2013; and

WHEREAS, Cottleville wishes St. Peters to continue to provide such solid waste collection, disposal and recycling services upon terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants hereinafter contained, Cottleville, for itself, its successors and assigns, and St. Peters, for itself, its successors and assigns, each intending to be legally bound, hereby agree as follows:

1. Definitions. The following terms, as used herein, shall have the following meanings:

“Approved Household Service Carts” shall consist of receptacles for solid waste intended primarily for household use, equipped with handles and wheels of a capacity not exceeding 100 gallons, capable of being wheeled by one person and dumped into trash collection trucks by one person with the use of special equipment installed upon such trucks. An “approved household service cart” shall meet the above description and, in addition thereto, be

approved by Cottleville and St. Peters and be compatible with the equipment installed on St. Peters' trash collection trucks.

“Bulk Container” (commonly known as “Dumpsters”) shall refer to all units designed for receipt of Solid Waste in common containers of one cubic yard or more in capacity, as typically used in apartment complexes, mobile home parks or areas of high density housing requiring the use of mechanical dumping devices to be emptied. These containers will be emptied on an as needed basis. “As needed basis” means sufficient frequency to prevent bulk containers from overflowing

Bulk container service shall be charged by cost per household unit per month. In addition, the charge shall include cost of providing recycling service to those units utilizing dumpster service, and the cost of the recycling program shall be charged per household unit per month. St. Peters shall provide its recycling program consisting of recycling bags, with full bags placed with regular trash, paper products in one bag, containers in another for separation by St. Peters.

“Bulky Solid Waste” shall consist of all uncontained household items such as furniture, carpeting, and similar items, but does not include White Goods as defined herein, automobiles, motors, rocks, stone and dirt. Lumber, boards, and tree limbs in excess of 6” in diameter shall be collected only if cut eight feet or less in length and two feet or less in diameter. The diameter of tree limbs can be no longer than 20”.

“Bulky Solid Waste Pickup” shall consist of collection and disposal of Bulky Solid Waste which will not fit in a residential cart, but which is capable of being carried to the curbside by two persons. Bulky Solid Waste shall include such items as household equipment, furniture, and rugs, but shall not include compressor based White Goods, tires, or lead-acid batteries. Off-schedule Bulky Solid Waste pick-up may be scheduled for an additional fee.

“Cottleville Facilities/Property Pickup” shall consist of the provision of Bulk Containers at locations designated by Cottleville, and collection and disposal of all solid waste in Bulk Containers at Cottleville owned locations as identified in this Amended Agreement.

“Cottleville Sponsored/Sanctioned Special Event Pickup” shall consist of the provision of adequate Bulk Containers and the collection and disposal of solid waste during Cottleville Sponsored/Sanctioned Special Events as identified in this Amended Agreement.

“Construction and Demolition Waste” shall mean waste materials from the demolition and construction of residential, industrial, or commercial structures.

“Cottleville” shall mean the City of Cottleville, Missouri, a political subdivision and fourth class city of the State of Missouri.

“Curbside Recycling Pickup” shall consist of collection and disposal of Recyclable Waste. This service shall be provided to all residents as part of the basic service. Recyclable materials placed for pickup in recycling blue bags shall be sorted at St. Peters' processing facility, which recycling blue bags shall be provided by St. Peters.

“Handicap Pickup” shall consist of residential disposal service provided to a point other than the street right-of-way or curbside, when the recipient of the service is not capable of placing containers at the curbside or street right-of-way because of a physical disability. Documentation of such physical disability will be required from a licensed physician.

“Hazardous Waste” shall mean any waste or combination of wastes which:

(i) is defined as such by federal law, or applicable state or local laws, or the rules and regulations promulgated thereunder; or

(ii) because of its quantity, concentration, or physical, chemical or infectious characteristics has been determined by the Hazardous Waste Management Commission of the State of Missouri to be such as may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed; or

(iii) is identified or listed as a hazardous waste by the administrator, U.S. Environmental Protection Agency (hereinafter called “EPA”), pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq.; or

(iv) is required to be accompanied by a written manifest or shipping document describing the waste as “hazardous waste” pursuant to any applicable state or federal law, including, but not limited to, the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984 42 U.S.C. § 6901 et seq. and the applicable state and federal rules and regulations promulgated thereunder; or

(v) contains polychlorinated biphenyls or any other substance, the storage, treatment or disposal of which is subject to regulation under the Federal Toxic Substances Control Act as amended, 15 U.S.C. § 2601 et seq., and applicable state and federal rules and regulations promulgated thereunder; or

(vi) contains a “reportable quantity” of one or more “hazardous substances”, as defined in the federal Comprehensive Response, Compensation and Liability Act as amended, 42 U.S.C. § 9601 et seq., and the applicable state and federal regulations promulgated thereunder or as defined under any other applicable Federal or State law and the rules and regulations promulgated thereunder; or

(vii) contains a radioactive material the storage or disposal of which is subject to federal law, or applicable state or local laws, or the rules and regulations promulgated thereunder.

“Household Unit” or “Household Units” shall mean any room or grouping of rooms located within a building or mobile home and forming a single housekeeping unit with facilities which are used, or intended to be used, for living, sleeping, cooking and eating by any number of individuals living together as a single family unit, utilizing an Approved Household Service Cart.

“Multi-family Household Units” shall mean two or more Household Units utilizing a Bulk Container, not an Approved Household Service Cart.

“Recyclable Waste” shall mean waste such as steel, cardboard, paperboard, office paper, mixed paper, glass containers, aluminum containers and cans, and containers, newspapers, separated by the producer in bags from the waste stream and delivered for reuse by recycling to St. Peters’ recycling facility. Included at a minimum are newspapers, paper, glass jars and bottles, tin, steel and aluminum cans and #1 and #2 plastic bottles. St. Peters’ recycling facility shall make every attempt to recycle all non-contaminated bagged recyclable waste. Recycling services provided to Cottleville shall reflect the available recycling services provided to St. Peter’s residents.

“Resident Privilege Card” shall mean a computer generated picture available to residents of Cottleville and issued by St. Peters that serves as identification for privileges afforded to residents of St. Peters set forth in Section 6.M of this Amended Agreement.

“Solid Waste” or “Solid Wastes” shall mean all putrescible and non-putrescible, combustible and non-combustible materials discarded by private residents and commercial occupants of buildings, including but not limited to, garbage, refuse, and other discarded materials including household furniture, excluding, however, Hazardous Waste, Toxic Waste, Construction and Demolition Waste, Special Waste and Recyclable Waste.

“Solid Waste Collection” shall consist of collection and disposal of all Solid Waste and Recyclable Waste which will fit in containers or bags as described in this Agreement including Curbside Recycling Pickup.

“Solid Waste Collection Fee” shall mean any fee assessed to residents of Cottleville for any Solid Waste Collection provided by St. Peters as set forth in Section 3 of this Amended Agreement, which fee shall be payable by the City of Cottleville to St. Peters.

“Special Waste” shall mean any waste which is:

- (i) defined as such by federal law, or the applicable state and local laws, or rules and regulations promulgated thereunder; or
- (ii) medical waste, including infectious waste as such term is defined by Section 260.36(13) RSMo., or pathological waste from laboratories, research facilities, and health and veterinary facilities; or
- (iii) dead animals and/or slaughterhouse waste; or

(iv) sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or

(v) any waste material that is determined to be or contain “free liquid” by the paint filter test (EPA Method 9095); or

(vi) waste from an industrial process; or

(vii) waste from a pollution control process; or

(viii) waste transported in bulk tanker; or

(ix) friable and/or nonfriable asbestos waste; or

(x) empty containers other than household containers which have been used for pesticides, herbicides, fungicides or rodenticides; or

(xi) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other listed in this definition; or

(xii) soil, water residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil, contaminated from underground storage tanks used or formerly used for the storage of petroleum products; or

(xiii) banned wastes; lead acid batteries, waste oil, tires and major appliances, including clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers which under applicable federal or state statutes, or regulations promulgated thereunder, may not be disposed of at a sanitary landfill.

“St. Peters” shall mean the City of St. Peters, Missouri, a municipal corporation and fourth class city of the State of Missouri, and any of its divisions and departments, including, but not limited to, the Department of Water & Environmental Services which is in the business of providing collection and hauling services for disposal of Solid Waste.

“Toxic Waste” refers to any waste which is defined or determined to constitute toxic waste under the provisions of any federal law, or applicable state or local law, or rules and regulations promulgated thereunder.

“Transfer Facilities” shall mean the permitted area of the Central Materials Processing Facility owned and operated by St. Peters at 131 Ecology Drive, St. Peters, Missouri.

“White Goods” shall consist of household appliances such as refrigerators, stoves, dishwashers, water heaters and other similar household devices, not capable of being directly disposed of in a sanitary landfill. Non Compressor based White Goods can be set out for regular quarterly bulky pickup disposal with no additional charge.

“Yard Waste Pickup” shall mean collection and disposal of grass, leaves, or similar garden waste. All yard waste collected must be placed in a cart provided by St. Peters for such purposes. For locations where the automated collection truck is unable to access, yard waste bags may be used and a cart is not required. For the months of March, October, November, and December, residents can place bags of leaves next to their cart for collection. The bags can only contain leaves and no other material such as grass or brush. During the months of December and January, residents can set their Christmas Trees out for curbside collection, provided they are cut in half.

Additional carts may be provided for additional equivalent fees charged to St. Peters residents for such service. St. Peters shall provide Yard Waste Pickup once per week, except during the month of February.

“Yard Waste” shall mean leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls, or tree wood greater than 6” in diameter.

2. Service.

A. Residential Solid Waste. St. Peters agrees to make solid waste collections on a regular schedule of not less than twice per week from each single family residence within Cottleville. Upon reasonable notice, collection days may be changed during the term of this Amended Agreement. St. Peters may cancel one collection day in a week due to inability to service Cottleville as the result of snow and or ice on the roadways. No credit or bill reduction will occur due to cancellation.

St. Peters shall furnish each Household Unit with one, Approved Household Service Cart and Yard Waste Cart, and may charge an amount in addition to the base service fee for the initial delivery of such a Approved Household Service Cart and Yard Waste Cart, if delivered directly to a Household Unit, and for pick-up and sanitation of the Cart or for the delivery of an additional Approved Household Service Cart or Yard Waste Cart. All fees for any such service shall be waived by St. Peters to the extent such service is performed by Cottleville. St. Peters agrees the words “City of Cottleville” shall be embossed in white on each container lid of each Approved Household Service Cart.

Bulk Container (Dumpster) multi-family residential service will be collected on an as needed basis. “As needed basis” means sufficient frequency to prevent Bulk Containers from overflowing.

B. Yard Waste. St. Peters agrees to collect Yard Waste on a regular schedule of not less than one time per week from each single family Household Unit within Cottleville. Yard Waste Pickup may be suspended during the month of February each year, but only if Yard Waste Pickup is similarly suspended for residents in St. Peters . Yard Waste Pickup shall occur on a day designated by St. Peters unless and except when such day constitutes a recognized holiday as described in Paragraph 11 of this Agreement. St. Peters will accept, during all hours of operation, Yard Waste generated and delivered by a Cottleville resident to the St. Peters Central Materials Processing Facility. Yard Waste drop off is limited to 30 cubic yards, per Household Unit per calendar year. A Resident Privilege Card is required.

C. Bulk Item Pick-Up. St. Peters agrees to make collections of Bulky Solid Waste four times per calendar year. If requested St. Peters may provide off-schedule Bulky Solid Waste Pickup for an additional charge.

D. St. Peters agrees to collect Recyclable Waste in recycling blue bags with Solid Waste Collection as part of the Blue Cart Crew and Blue Crew Programs. These programs are subscription based services requiring compliance to St. Peters recycling standards. St. Peters will provide blue bags to Cottleville residents who are enrolled in the respective program and in good status. The Cottleville Blue Cart Crew and Blue Crew programs will mirror the rules and regulations of the St. Peter's based programs.

E. Excluded Services. The parties hereto agree and understand that this Agreement expressly excludes the collection or disposal of Hazardous Waste, Toxic Waste, Construction and Demolition Waste, and Special Waste from any waste collection and disposal services provided pursuant to this Agreement.

3. Billing and Payments.

A. As consideration for the services to be provided hereunder, Cottleville shall pay to St. Peters a base service fee of Twenty-seven and 86/100 Dollars (\$27.86) per month per Household Unit serviced. St. Peters shall bill Cottleville on a bi-monthly basis for all sums due hereunder, including all fees. Cottleville shall pay all such invoices within thirty (30) days after the receipt of same.

B. As consideration for the services to be provided hereunder, Cottleville shall pay to St. Peters a base service fee of Twelve and 08/100 Dollars per month per Household Unit served utilizing a bulk container serving Multi-family Household Units. St. Peters shall bill Cottleville on a bi-monthly basis for all sums due hereunder, including all fees. Cottleville shall pay all such invoices within thirty (30) days after the receipt of same.

C. Cottleville shall be deemed in default hereunder if any service fees and other sums due hereunder are not paid within thirty (30) days of receipt of the invoice therefor, and if not paid within such thirty (30) day period, shall from the date of the invoice therefor bear interest at the rate of 10 percent (10%) per annum which sum shall be charged and added thereto. In the event Cottleville defaults in the timely payment of any sum due hereunder after ten (10) days written notice of such default, St. Peters shall also be entitled to immediately terminate this

Agreement on written notice thereof in addition to any other rights or remedies which it may have at law or in equity.

D. Each year on October 1st the Cottleville rates will be set at a rate equal to the base service fee charged to St. Peters residents plus 12% of the base service fee for each Household Unit and plus 3% for each Multi-family Household Unit (the “Surcharge”).

4. [RESERVED]

5. General Provisions.

A. Affirmative Action in Employment. St. Peters shall not discriminate against any worker, employee or applicant, or any member of the public because of the race, creed, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. St. Peters shall affirmatively take action to ensure that employees are dealt with during employment without regard to race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demoting or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. St. Peters further agrees that this clause shall be incorporated in all subcontracts entered into with suppliers of materials or services and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Amended Agreement.

B. Laws to be Observed. St. Peters shall at all times observe and comply with all Federal and State laws, orders and regulations.

C. Taxes. St. Peters shall pay all Federal, State and Local taxes which may be chargeable against the performance of the work.

D. Permits. St. Peters shall obtain at its own expense all permits and licenses required by law and maintain same in full force and effect throughout the term of this Amended Agreement. St. Peters shall also pay all fees associated with permits and licenses required for the work to be performed.

E. Personal Liability of Public Officials. Neither the Cottleville Mayor, Board of Aldermen, City Administrator nor any of their respective assistants or employees or agents shall be personally responsible for any liability arising or growing out of the Amended Agreement or operations of St. Peters under the terms of this Amended Agreement.

F. City Not Liable for Delays. It is further expressly agreed that in no event shall Cottleville be liable for or responsible to St. Peters, any subcontractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which Cottleville has no control.

G. Indemnification of Cottleville Against Liability. St. Peters agrees to indemnify and save harmless Cottleville, its officers, agents and employees, from all suits including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out off the work done in fulfillment of the terms of this Amended Agreement, or on account of any act, claim or amount arising or recovered under Workmen's Compensation law or arising out of the failure of St. Peters or those acting under St. Peters to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this Amended Agreement that Cottleville shall, in all instances except for loss or damage resulting from the negligence of Cottleville, be indemnified against all liability loss or damage of any nature whatsoever for or on account of any injuries or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Amended Agreement. The foregoing terms of this subparagraph are hereinafter referred to as the "Contract of Indemnity". It is agreed that St. Peters will be responsible for primary loss investigation, defense and judgment costs where this Contract of Indemnity applies.

H. Accidents. Although St. Peters shall retain full responsibility for resolution of all claims of damage to private property, Cottleville may require a written explanation of the circumstances relating to the damage, the results of any investigation and disposition of the claim. St. Peters shall notify the property owner or resident in writing within ten (10) working days of the disposition or resolution of the claim. If St. Peters assumes responsibility for the damages, the notification shall include a date by which remedial action shall be completed.

If St. Peters denies responsibility for the damages, the written notification must include options available to the citizen to appeal the decision. These options may be internal appeals within St. Peters or external legal remedies.

I. Breach of Contract.

(a) If St. Peters fails to collect all the Solid Waste appropriate for collection that is presented for collection on the day it is presented, Cottleville may take any of the following actions:

(i) Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and St. Peters is again able to carry out operations under this Amended Agreement; or

(ii) Deduct any and all operating expenses incurred by Cottleville from the fees due St. Peters hereunder.

(b) In the event St. Peters shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Amended Agreement may at the option of Cottleville immediately terminate and in no event shall this Amended Agreement be, or be treated as, an asset of St. Peters after adjudication of bankruptcy.

(c) All terms, conditions and specifications of the Amended Agreement are considered material, and failure to perform any part of the Amended Agreement shall be considered a breach of contract. Should St. Peters fail to perform any of its contractual obligations, Cottleville may, at its option terminate the Amended Agreement after written notification to St. Peters of the violation and upon failure of St. Peters to remedy the violation within a reasonable time after receipt of such notification.

(d) St. Peters shall not be liable for the failure to perform the duties required by this Amended Agreement if such failure is caused by a catastrophe, act of war, act of God or similar contingency beyond the control of St. Peters provided, however, St. Peters resumes service as soon after the condition that caused suspension of service has ended and thereafter collects all accumulated Solid Waste by the next scheduled pick up date.

J. Modification. If a change in specifications is required by Cottleville, or by Federal or State regulation or legislation, which materially differ from those indicated in the Amended Agreement and would cause an increase in St. Peter's proposed fees for accomplishing the work, new unit prices or a lump sum cost shall be negotiated before such change is implemented.

K. Claims. St. Peters shall pay all just claims due for the payment of all employees for labor that shall be performed, for the payment of all material and equipment furnished and for the payment of material and equipment rental which is actually used or rented in the performance of this Amended Agreement. St. Peters shall furnish, upon request by Cottleville, satisfactory evidence that all of said persons have been fully paid.

L. Program Indoctrination. St. Peters shall cooperate with Cottleville and its residents in carrying out the basic task of collection of all Solid Waste from designated Household Units.

St. Peters shall make every reasonable effort to serve the customers regardless of any error allegedly committed by customers and regardless of error in the customer's efforts to prepare the Solid Waste for pick up. St. Peters shall notify Cottleville of any customer's repeated or gross mistakes.

Cottleville and St. Peters shall cooperate and encourage the customer to comply with regulations by providing instructions, public relations, educational materials both general and specific. Cottleville shall also make personal contacts with violators as the need arises or as requested by St. Peters.

6. Solid Waste Collection and Disposal Services Special Provisions.

A. Collection Procedures. St. Peters shall collect and haul all Solid Waste collected under the terms of the Amended Agreement and placed on public right of way in an Approved Household Service Cart within Cottleville's City limits, and remove and dispose of it in a manner and method both lawful and permitted under the laws and regulations of the State of Missouri, the Solid Waste Management District, and the Rules of Solid Waste Management and Disposal as promulgated by the Missouri Department of Natural Resources. The parties hereto acknowledge that areas which are annexed by Cottleville may be subject to statutory limits on Cottleville's ability to require the annexed areas to use St. Peters' services.

B. Cottleville Sites to Be Served. St. Peters shall, for no additional charge, provide Cottleville Facilities/Property Pickup at the following facilities of Cottleville: the Cottleville City Hall/Police Department Building at 5490 Fifth Street, Cottleville, Missouri 63304; Scott Lewis Park; Legacy Park; and Harmony Ridge Park. Collection at such facilities shall be in containers of sufficient size and volume to handle the Solid Waste generated by such facilities; provided, however, that if it is necessary to dispose of any Solid Waste generated by Cottleville at a hazardous waste landfill, any additional charges necessitated thereby shall be paid by Cottleville.

C. Cottleville Sponsored/Sanctioned Special Event Pickup. St. Peters shall, for no additional charge, provide Cottleville Sponsored/Sanctioned Special Event Pickup at the following events: Clean Stream Event and Halloween Trail Event. Collection at such facilities shall be in containers of sufficient size and volume to handle the Solid Waste generated at such events; provided, however, that if it is necessary to dispose of any Solid Waste generated by Cottleville at a hazardous waste landfill, any additional charges necessitated thereby shall be paid by Cottleville. Cottleville shall notify St. Peters of the dates and times of such events thirty (30) days prior to coordinate delivery and removal of the containers necessary for the event.

D. Handicap Pickup. Cottleville requires St. Peters to be cooperative with those citizens who are unable to place containers at the curbside due to physical impairment. St. Peters is required to make arrangements for Handicap Pickup for qualifying residents. Cottleville will assist St. Peters in making these arrangements when necessary.

E. Containers. St. Peters is not required to collect from containers other than those identified herein.

F. Loading and Transportation of Solid Waste. Care shall be taken in loading and transportation of Solid Waste so that none of it is scattered or spilled either on private property or public streets. Any solid waste spilled by St. Peters shall be immediately picked up and removed by St. Peters.

G. Collection Routes. Cottleville shall provide St. Peters with maps and a resident list upon request which delineate the collection area. Using a logical common-sense approach based on experience, St. Peters shall divide the area into balanced geographic areas of

approximately equal size on which collection routes shall be established. St. Peters shall proceed with determining the appropriate route scheduling for all of the collection area.

H. Collection Hours. Collection crews of St. Peters may not begin work on any route before 6:30 a.m. and must be completed by 6:00 p.m. Cottleville may grant exceptions from the foregoing time limitations if Cottleville determines a situation exists which warrants such exception. Approval of such exceptions shall not unreasonably be withheld by Cottleville. Notwithstanding the foregoing, collections on Sundays are prohibited unless St. Peters requests an exception and Cottleville grants the request. Service shall be provided as quietly as possible and in any event in a manner consistent with applicable City noise regulations.

I. Collection Calendar. St. Peters shall produce an information collection calendar on an annual basis each year of the Amended Agreement to Cottleville. The calendar shall provide information appropriate for designated routes and days of service. The information on the calendar shall include, but not be limited to:

- (a) Designated pickup days for recycling, yard wastes, trash and bulk items.
- (b) Dates for special pickup days and other important waste removal information.
- (c) Phone number, address and hours of operation of St. Peters Solid Waste collection office.

J. Household Service Cart Service. St. Peters agrees to offer household service cart service, utilizing only “approved household service carts” as defined herein. With respect to the household service cart service, the parties agree as follows:

All authorized household service carts from St. Peters shall be maintained by St. Peters during the Amended Agreement period and any broken or malfunctioning parts shall be repaired or replaced unless such break or malfunction shall be as the result of any occurrences as described herein; and

St. Peters shall replace for a fee any household service carts which are damaged or destroyed as the result of negligence by the resident; and

Cottleville agrees that it shall adopt an ordinance making the stealing of approved household service carts a violation under the Revised Ordinances of Cottleville.

K. Cottleville shall notify St. Peters of misses in collection, improper collection and other service problems, and St. Peters shall report to Cottleville any resident violations of the Revised Ordinances of Cottleville regulating disposal of Solid Waste. St. Peters shall report to Cottleville’s City Administrator, or his designated representative, the address and reason for all non-collection.

L. St. Peters shall at all times maintain an emergency phone number staffed 7 days/week, 24 hours/day and provide that number to Cottleville's City Administrator or his designated representatives in the event special circumstances arise requiring service by St. Peters.

M. Residents of Cottleville shall be afforded all privileges enjoyed by residents of St. Peters with respect to use of the St. Peters Rec-Plex, considered a "resident as that term is defined in Section 240.080 of the St. Peters City Code, as amended, and shall be afforded the St. Peters Resident Discount for use of the St. Peters Rec-Plex pursuant to the fees and charges set forth pursuant to Section 240.100 of the St. Peters City Code, as amended, for the term of this Amended Agreement.

7. Vehicles, Employees and Organization. St. Peters shall maintain and operate on each collection day the number of collection vehicles needed to perform the required collection service. Sufficient spare collection vehicles and repair parts shall be maintained by St. Peters to replace and/or repair any vehicles out of service. Cottleville shall have the right to inspect equipment and business records related to the performance of this Amended Agreement at all reasonable times and to require St. Peters to provide equipment conforming to the specifications of this Amended Agreement and needed to perform the collection service.

All vehicles used by St. Peters for Solid Waste Collection shall be maintained in a clean and sanitary condition. St. Peters agrees to furnish the necessary vehicles, trucks, equipment and containers of the type and in the condition as required to perform the services required and such labor as shall be necessary to perform Solid Waste Collection pursuant to this Amended Agreement. St. Peters shall not, in performing such Solid Waste Collection, permit Solid Waste to be placed or scattered upon any public or private street, alley, drive or public place.

St. Peters agrees that it shall not permit its trucks, vehicles or other equipment used for collection, removal and disposal of Solid Waste (excepting herefrom Bulk Containers) to stand or be parked on Cottleville streets or alleys for a longer period of time than is necessary to make prompt collection of Solid Waste from Household Units of Cottleville.

The collection schedule shall not change without approval of Cottleville and in any event not sooner than seven (7) days after furnishing to the occupant of each Household Unit and to Cottleville, a new schedule of Solid Waste Collection.

A. Employee Behavior. All persons employed by St. Peters shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit, request, or receive gratuities of any kind. St. Peters shall direct employees to avoid loud and or profane language at all times during performance of the duties. Any employee of St. Peters who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated or discourteous shall be subject to discharge by St. Peters.

B. Training of Employees. All employees used in the field including drivers and helpers shall be fully qualified and thoroughly instructed by their supervisors as to their duties, methods of performing them and shall receive adequate training before their starting date of service under this Amended Agreement. Instruction shall include indoctrination on the specific routes to which they shall be assigned. At no time shall there be any solicitation of requests for or receipt of gratuities of any kind.

C. St. Peters shall assume full responsibility for any and all damages or claims for damages for injury to persons, property and equipment which might result from its services performed under this Amended Agreement.

8. [RESERVED]

9. [RESERVED]

10. Assignment. St. Peters shall not sell, assign or transfer the Amended Agreement or any part thereof or interest therein either by power of attorney or otherwise, including a transfer by operation of law, without the written permission of Cottleville. In the event St. Peters is unable to provide adequate collection service St. Peters shall notify Cottleville immediately.

No subcontract shall under any circumstances relieve St. Peters or the surety of liability and obligation under the Amended Agreement, and all transactions shall be made through St. Peters. Subcontractors shall be recognized and dealt with only as workers and representatives of St. Peters and as such shall be subject to the same requirements of character and competence as set forth in Section 7. above.

11. Holidays. There shall be no solid waste collection on: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

St. Peters is required to observe the listed holidays as non-collection days. In the event a holiday falls on a scheduled collection day, Household Units which were scheduled for service on the holiday shall be serviced on a make-up schedule proposed by St. Peters and approved by Cottleville. The holiday make-up schedule shall be included on the Annual Collection Calendar. This holiday make-up service is normally one day late following the holiday for that week. Solid Waste Pickup on Sundays will not be required or permitted.

12. Complaints.

A. St. Peters shall maintain an office with sufficient telephone facilities to handle all complaints and shall designate a knowledgeable field agent capable of responding to a call within Cottleville who shall be responsible for rectifying said complaints. St. Peters shall maintain on file with Cottleville information as to the agent, mailing address, and telephone number of said office facilities. Upon request, St. Peters shall provide Cottleville with a printout of complaints received which shall include the name, address, and telephone number of the complainant and nature of the complaint.

13. Refusal to Serve. St. Peters' refusal to serve any of the areas, Multi-family Household Unit or Household Unit in Cottleville shall be cause for immediate termination of the Amended Agreement, and St. Peters shall remain liable to Cottleville for damages due to breach of contract.

14. Authorization and Capacity. Cottleville and St. Peters each represent to the other that it has the full right, power and authority to enter into this Amended Agreement and to fully perform its obligations. Each person executing this Amended Agreement warrants and represents that each has the authority to execute this Amended Agreement in the capacity stated and to bind Cottleville and St. Peters, respectively, except as otherwise specifically set forth herein. Each person will furnish to the other such ordinances, resolutions, certificates and agreements as are reasonably necessary in order to confirm such authority and capacity of St. Peters and Cottleville and the persons who are to execute this Amended Agreement.

15. Term of Contract. This Amended Agreement shall become effective as of 12:00 a.m. on January 1, 2020, and shall continue thereafter for a term ending December 31, 2025, unless earlier terminated pursuant to Section 5.I. above.

16. Renewal Terms. Provided that the Amended Agreement is in full force and effect and that Cottleville is not in default under the terms and provisions of the Amended Agreement, as amended, this Amended Agreement shall automatically renew for an additional term of five years, unless either party shall provide to the other notice, pursuant to Section 18 of the Amended Agreement, of its intention not to renew the Amended Agreement as amended, which notice shall be given not less than six months prior to the expiration of the term of the Amended Agreement. Said renewal term shall be subject to all of the same terms and conditions of the Amended Agreement.

In the event, for any reason, the Amended Agreement, as amended, is terminated, then this renewal shall thereby lapse and be of no further force or effect.

17. Assignments. Neither party may assign its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, and which consent shall not, unless expressly stated otherwise, relieve the assigning party from its obligations or liabilities hereunder.

18. Notices. Except during the continuance of a known interruption of mail delivery service, in which event personal delivery or another means of delivery reasonably calculated to result in verifiable delivery shall be used, all notices, requests, demands and other communications required hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, and addressed as set forth below:

IF TO CITY:

City of St. Peters
P.O. Box 9
St. Peters, Missouri 63376
Attn: City Administrator

IF TO COTTLEVILLE:

City of Cottleville
5490 Fifth Street
Cottleville, Missouri 63304
Attn: City Administrator

Any party hereto may change the address to which notices are to be addressed by giving the other party notice, in the manner herein set forth.

19. Headings. The headings of this Amended Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Amended Agreement or any part of it.

20. Severability. If any provisions of this Amended Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable or shall become a violation of a local, state or federal law, then the same as so applied shall no longer be part of this Amended Agreement, but the remainder of the Amended Agreement and the application of the affected provisions to other persons and circumstances shall be not be affected thereby, and this Amended Agreement as so modified shall continue in full force and effect unless the elimination of such provision materially and adversely affects the consideration either party is to receive under this Amended Agreement and/or the ability of either party to perform its obligations hereunder.

21. Entire Agreement. This Amended Agreement constitutes the entire agreement between the parties with regard to the subject matter herein, and supercedes all prior agreements, negotiations or discussions and may not be modified or amended except by an instrument in writing signed by all the parties.

22. Amendments. This Amended Agreement cannot be modified or amended except by written agreement of the parties hereto.

23. Governing Law. This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Missouri excluding its principles of conflicts of laws and the parties hereto irrevocably commit to the jurisdiction and venue of the courts of St. Charles County to resolve any disputes arising hereunder or related hereto.

24. Attorney's Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Amended Agreement or for

any alleged breach or default thereof, or for any other acts arising out of this Amended Agreement, the prevailing party to such action shall be entitled to an award of all its costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.

25. Force Majeure and Other Extensions of Time for Performance. Neither St. Peters nor Cottleville nor any successor in interest shall be considered in breach or default of their respective obligations under this Amended Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, for purposes of this Amended Agreement, legal proceedings, orders of any kind of any court or governmental body, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storm washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, war, invasion or acts of a public enemy, serious accidents, failure of utilities, governmental restrictions or priorities, shortage or delay in shipment of material or fuel, any court order or judgment resulting from any litigation affecting the validity of this Amended Agreement, or other like causes beyond the responsible party's reasonable control. The party claiming any extension caused by force majeure shall, within thirty (30) days after the event of force majeure, notify the other party in writing of the occurrence of such event and shall have the burden of proof in establishing such cause.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed as of the date and year first above written.

CITY OF ST. PETERS, MISSOURI

CITY OF COTTLEVILLE, MISSOURI

By: _____
Russell W. Batzel, City Administrator

By: _____
Richard Francis, City Administrator

SERVICES PROVIDED

- * Twice per week pick up of household waste
- * Door side pick up for handicapped residents (doctor's note required)
- * Service on all holidays except, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas, and New Year's Day. A make-up collection day shall be scheduled during such holiday week.
- * Recycling Program – to reflect current program provided to the residents of the City of St. Peters. Cost of separation of waste is included in base service fees.
- * One time per week pickup of curbside Yard Waste cart collection from March through January
- * Scheduled bulky item pickup four times a year
- * One-time cardboard pick-up for new residents
- * Cottleville to perform all customer billings and collection, and pay City of St. Peters bi-monthly
- * Participate, without charge, in St. Peters "Shred It and Forget It" events
- * Gift cards for Cottleville Recycling Annual Contest Drawings
- * Rec Plex – St. Peters Resident Discount rates

OPTIONAL SERVICES FOR ADDITIONAL FEES

- * White Goods pickup
- * Off-schedule bulky pickup
- * Roll-off service
- * Additional Approved trash and/or yard waste cart

ORDINANCE NO.

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF THE ST. PETERS CITY CODE PROVIDING FOR REQUIREMENTS FOR APPLICATIONS AND QUALIFICATIONS FOR VARIOUS LICENSES AND PERMITS WITHIN THE CITY

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

SECTION NO. 1 That Section 205.100 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 205.100, to read as follows:

Section 205.100 **Commercial Animal Establishment.**

- A. Any person(s) conducting any of the following activities shall be defined as a commercial animal establishment and shall be required to obtain a commercial animal establishment business license as set forth on the fee schedule at Section **205.100(E)**.
1. Animal shelter.
 2. Auction.
 3. Grooming shop.
 4. Kennel.
 5. Performing animal exhibition.
 6. Pet shop.
 7. Riding school or stable.
 8. Veterinary hospital.
 9. Zoological park. (There is no fee for government-operated zoological parks.)
- B. Any person, partnership or corporation operating a commercial animal establishment shall keep and maintain the animals, and all structures, pens, runs or yards in which the animals are kept, in such a manner as to prevent a nuisance or health hazard to humans and to avoid injury to these animals. All establishments must be kept so as to avoid noxious odors in the surrounding area. All cages and holding areas must be properly sanitized so as to keep the animals enclosed therein free of disease. Cages may be made of, but not limited to, stainless

steel, fiberglass or plastic. No wooden cages, painted or unpainted, will be allowed. All such caged animals shall be provided with a constant supply of wholesome food and water or, in lieu of this, the proprietor shall prominently and publicly post and shall follow a schedule for adequate care of these animals appropriate for their species, age and general health. All disease infested animals shall be removed and treated to prevent the spread of disease or, euthanized if required. All animals with a disease or a parasite infestation shall not be eligible for sale and shall not be handled by the public until a veterinarian has notified animal control that the animals are free of the disease or parasite. If the owner or keeper fails or refuses to provide for such, the City Health Director or designee may remove such animals for disposition as provided by this Chapter, or close the business if the condition is large scale involving many animals, or is contagious to people or other animals. The owner or harbinger of said animals will reimburse all services/expenses incurred. A review of the business license for possible revocation would be necessary before allowing the business to continue operation in the City of St. Peters.

- C. The Commercial Animal Establishment business license application shall also be accompanied by a criminal history record information (CHRI) name check for licensing purposes pursuant to 11 CSR 30-4.070(3), as amended, for the applicant, issued not more than 6 months prior to the date of application and substantially similar reports from each state in which the applicant has been a resident at any time within the five (5) years prior to the date of the application.
- D. Application for a Commercial Animal Establishment shall be made to the City Clerk and referred to the Chief of Police or his/her designee for a recommendation as to the good moral character of this applicant. For purposes of this Section, the term “good moral character” shall have the same meaning as set forth in Section 605.001 of this Code.
- E. When an applicant for a license shows that he/she is willing and able to comply with the regulations herein, a license shall be issued upon payment of the applicable fee.
- F. The license term shall be from January first (1st) to December thirty-first (31st). Renewal applications for licenses shall be made thirty (30) days prior to December thirty-first (31st) of each year. Application for a license to establish a new commercial animal establishment under the provisions of this Chapter may be made at any time during the year. Licenses issued during the year shall not be prorated.
- G. Annual license shall be issued upon payment of the applicable fee:
 - 1. Kennel authorized to house less than ten (10) dogs and/or cats: seventy-five dollars (\$75.00).
 - 2. Kennel authorized to house ten (10) but less than fifty (50) dogs or cats: seventy-five dollars (\$75.00).
 - 3. Kennel authorized to house fifty (50) or more dogs or cats: seventy-five dollars (\$75.00).

4. Pet shop: seventy-five dollars (\$75.00).
 5. Riding stable: seventy-five dollars (\$75.00).
 6. Auction: seventy-five dollars (\$75.00).
 7. Zoological park: seventy-five dollars (\$75.00).
 8. Circus: seventy-five dollars (\$75.00).
 9. Performing animal exhibition: seventy-five dollars (\$75.00).
 10. Grooming shop: seventy-five dollars (\$75.00).
 11. A facility authorized to house less than fifty (50) domestic others excluding potbellied pigs [Hancock limitations]: seventy-five dollars (\$75.00).
 12. A facility authorized to house more than fifty (50) domestic others excluding potbellied pigs [Hancock limitations]: seventy-five dollars (\$75.00).
 13. Animal shelter: No Fee.
 14. Veterinary hospital: No Fee.
 15. Government operated zoological park: No Fee.
- H. Every facility regulated by this Chapter shall be considered a separate enterprise and requires an individual license.
- I. Persons operating kennels for the breeding of dogs or cats may elect to license such animals individually.
- J. No fee may be required of any veterinary hospital, animal shelter or government operated zoological park.
- K. Any such person failing to obtain a permit before opening any facility covered in this Section shall be deemed guilty of an ordinance violation and shall be penalized in accordance with the St. Peters City Code.
- L. Any person who has a change in the category under which a license was issued shall be subject to reclassification and appropriate adjustment of the fee shall be made.
- M. General Provisions To Apply. The provisions of Article **I** of Chapter **605** of the City Code shall apply to this Article and any license issued hereunder, including, but not limited to, the provisions which address suspension, revocation, denial, or renewal of licenses and delinquent or late penalty fees. However, the specific provisions of this Article shall control

and take precedence over any provision of Article I of Chapter 605 to the contrary. Any provision of this Article which addresses the same topic as Article I of Chapter 605 but which is not in conflict with the provisions of Article I of Chapter 605 shall be read in conjunction with and as an alternative to the provisions of Article I of Chapter 605.

SECTION NO. 2. That subsection (I) of Section 600.270 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new subsection (I) of Section 600.270, to read as follows:

Section 600.270 Application For License.

- I. Each partner, managing officer, and officer, stock holder or member owning ten percent (10%) or more stock or interest in the applying entity shall submit with the application a complete criminal history record information fingerprint-based search report under 11 CSR 30-4.070, as amended, issued not more than 6 months prior to the date of submission of the application, and by a substantially similar reports from each state in which the applicant has been a resident at any time within the five (5) years prior to the date of the application..

SECTION NO. 3. That subsection (I) of Section 600.310 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new subsection (C) of Section 600.310, to read as follows:

Section 600.310 Approval, Disapproval and Non-Issuance By Commission and Appeal Provisions.

- C. *Renewal.* Upon submittal of a renewal license application, accompanied by the applicants criminal history record information (CHRI) name check for licensing purposes pursuant to 11 CSR 30-4.070(3), as amended, issued not more than 6 months prior to the date of application, the Commission will review the file for each liquor licensed establishment. Based upon point schedule, the following actions are to be taken:
 1. If no points have been assigned, and there being no other violation of the City's liquor licensing ordinances, the renewal license application shall be approved by the Commission;
 2. If application is for an establishment under the Minor category, the renewal license application shall be approved by the Commission with a letter of written warning;
 3. If the application is for an establishment under the Significant category, pending any previous action taken for probation or suspension, the renewal license application shall be approved by the Commission with the license to be issued:
 - a. On a six-month probationary status*; or
 - b. On a continued probationary status* (if already placed on probation during the current license year); and/or

c. With an effective date one (1) to seven (7) days after July 1, beginning of license year (i.e., license effective July 2, 3, 4 or 5, etc.), for one (1) to seven (7) days of suspension;

* An applicant placed on probation will carry over one-half (1/2) of the points accumulated during the previous license year; if no additional points are assigned during the probationary period, the points carried over will terminate at the end of the probationary period.

4. If the application is for an establishment under the Major category, pending any previous action taken for probation, suspension and/or revocation, the renewal license application shall be:

a. Approved by the Commission with the license to be issued on a probationary basis,* with mandatory review in six (6) months, and an effective date of one (1) to seven (7) days after July 1, for suspension of one (1) to seven (7) days; or

b. Denied by the Commission with notification of denial of application to be given to the Board of Aldermen and liquor licensee as provided by the City liquor licensing ordinances.

* An applicant placed on probation will carry over one-half (1/2) of the points accumulated during the previous license year; if no additional points are assigned during the probationary period, the points carried over will terminate at the end of the probationary period.

SECTION NO. 4. That Section 600.620 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and replacing it, in lieu thereof, with the following:

[RESERVED]

SECTION NO. 5. That Section 605.165 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 605.165, to read as follows:

Section 605.165 Procedure For Licensing of Peddlers/Solicitors.

A. *Application For A License And Filing Fee.* Any person desiring to engage in peddling/soliciting in this City shall file, on a form to be supplied by the City Clerk, an application with the City Clerk stating the following and shall pay the appropriate non-refundable filing fee defined within Section **605.160**:

1. Name of the applicant.

2. Permanent home address of the applicant.

3. Name and address of the individuals, firm, corporation, organization, association or group represented, if other than self.
4. Nature of merchandise to be sold or offered for sale, the nature of the services to be furnished, or purpose for peddling/soliciting.
5. Date on which he/she desires to commence peddling/soliciting.
6. Period of time for which a certificate is requested.
7. The make, model, year, color and license number and state of licensing of the applicant's motor vehicle.
8. Place or places of residence of the applicant for the preceding three (3) years.
9. Names of other communities in Missouri in which the applicant has worked as a peddler/solicitor in the past two (2) years.
10. Names of other communities in Missouri in which the individual, firm, corporation, organization, association or group for which applicant is peddling/soliciting has engaged in peddling/soliciting in the past two (2) years.
11. Whether or not the applicant has ever been convicted of a violation of a felony under laws of the State of Missouri, or any other state or federal law of the United States.
12. Said application shall also be accompanied by a letter or other written statement from the individual, firm, corporation, organization, association or group for which the applicant will be peddling/soliciting certifying that the applicant is authorized to act as a representative of that individual, firm, corporation, organization, association or group.
13. When more than one (1) individual plans to peddle/solicit for the same corporation, organization, association or group, each such individual must fill out an application and each such individual shall pay the filing fee set out in Section **605.160**.
14. Applicant's State sales and use tax number as required by Chapter 144, RSMo.
15. The applicant shall sign and submit a notarized statement that the applicant agrees and declares that the application contains facts and information that he/she believes to be true and correct; and all attachments are true and accurate to the best of applicant's knowledge, information and belief.
16. The application shall also be accompanied by a criminal history record information (CHRI) name check for licensing purposes pursuant to 11 CSR 30-4.070(3), as amended, for the applicant, issued not more than 6 months prior to the date of application and substantially similar reports from each state in which the applicant has been a resident at any time within the five (5) years prior to the date of the application.

- B. *Processing Of Application Of Peddler/Solicitor.* . Each application for Peddler/Solicitor shall be referred by the City Clerk to the Chief of Police for a recommendation as to the good moral character of the applicant.
- C. *Issuance of License.* Such license shall be issued by the Clerk unless he/she finds one (1) or more of the following:
1. Intentional misstatements or misleading statements of fact in the application;
 2. That the applicant is not of good moral character; or
 3. The applicant has failed to pay the required application fee.

SECTION NO. 6. That Section 605.185 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 605.185, to read as follows:

Section 605.185 Requirements For Itinerant Vendor License — Term.

- A. *Application Fee.* Any person(s) desiring to operate as an itinerant vendor in the City shall file, on a form to be supplied by the City Clerk, an application with the City Clerk stating the following and shall pay the appropriate non-refundable filing fee defined within Subsection (I) of this Section:
1. Name of the applicant;
 2. Permanent home address of the applicant;
 3. Name and address of the individuals, firm, corporation, organization and association or group represented, if other than self;
 4. Nature of merchandise to be sold or offered for sale, the nature of services to be furnished, or purpose for conducting business;
 5. Date on which he/she desires to commence conducting business; and date of previous license issued during this calendar year, if any;
 6. Each and every location where such activities shall be conducted;
 7. Period of time for which a license is requested;
 8. Zoning category where the activity is to be conducted and to be accompanied by written permission of the property owner for use of the property, if other than the applicant;
 9. Applicant's State sales and use tax number as required by Chapter 144, RSMo.;

10. The applicant shall sign and submit a notarized statement that the applicant agrees and declares that the application contains facts and information that he/she believes to be true and correct; and all attachments are true and accurate to the best of applicant's knowledge, information and belief; and

11. The applicant also declares that they comply with all applicable Federal, State and County requirements to operate a business in the City of St. Peters, Missouri, including but not limited to registration with the Missouri Secretary of State for a Business Entity and/or Fictitious Name Registration, obtain an Employee Identification Number (EIN), and registration for all applicable Missouri business taxes.

- B. Vacant lot/parking lot requirements must be met when applicable.
- C. If a structure is to be constructed, a building permit must be obtained and other Building and Fire Department requirements must be met.
- D. An occupancy permit must be obtained prior to issuance of a license.
- E. Upon determination that all requirements have been met, the City Clerk shall issue the license.
- F. Itinerant vendors may not be licensed in residentially zoned areas.
- G. Applicants seeking to operate as an itinerant vendor shall seek and obtain use review and approval from the Planning and Zoning Commission for each and every proposed location at which the proposed vending activities are to be conducted prior to conducting such activities. The use review and approval at the Planning and Zoning Commission shall not be necessary for:
 - 1. Entities and individuals that possess a validly issued annual business license from the City of St. Peters who seek to conduct vending activities outside of any permanent structure located on the licensed real property for a period of time not to exceed five (5) days and the said vending activities to be conducted are related to the business activities regularly conducted by the licensed entity or individual;
 - 2. Charitable entities that have registered with the City of St. Peters by providing a valid not-for-profit letter from the State of Missouri and seek to operate as itinerant vendor for no more than five (5) days; or
 - 3. Entities and individuals seeking to operate inside of an enclosed shopping mall for which a valid business license has been issued by the City and which shopping mall is located in a "C-4" District.
- H. There shall exist two (2) different itinerant vendor licenses issued pursuant to this Section with the first being for a license term not to exceed four (4) consecutive days, the second

being for a license for a location within a "C-4" Zoning District. The fee for each license term is listed on the fee schedule at Section **605.013** applicable to itinerant vendors. If two (2) or more such licenses are sought within a calendar year by the same licensee, whether or not applied for via different agents or representatives, then the second and each successive license thereafter shall be for a period of four (4) days and shall be known and described as an additional four-day license, or if for a location within a "C-4" Zoning District, which shall be known and described as a "C-4 license," and shall be charged the fee described on the fee schedule at Section **605.013**.

SECTION NO. 7. That Section 605.186 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 605.186, to read as follows:

Section 605.186 Requirements For Multi-Vendor Operator License — Term.

A. *Application.* Any person(s) desiring to operate as a multi-vendor operator in the City shall file, on a form to be supplied by the City Clerk, an application with the City Clerk stating the following and shall pay the appropriate non-refundable filing fee defined within Section **605.013** of this Chapter:

1. Name of the applicant;
2. Permanent home address of the applicant;
3. Name and address of the individuals, firm, corporation, organization and association or group represented, if other than self;
4. Nature of merchandise to be sold or offered for sale, the nature of services to be furnished, or purpose for conducting business;
5. Date on which he/she desires to commence conducting business and date of previous license issued during this calendar year, if any;
6. Each and every location where such activities shall be conducted;
7. Period of time for which a license is requested;
8. Zoning category where the activity is to be conducted and be accompanied by written permission of the property owner for use of the property, if other than the applicant;
9. Applicant's State sales and use tax number as required by Chapter 144, RSMo.; and

B. *Licensing Fees.*

1. For temporary events conducted one (1) to four (4) days under the licensing of a multi-vendor operator, and for temporary events conducted one (1) to seven (7) days under the

licensing of a multi-vendor operator inside of an enclosed shopping mall for which a valid business license has been issued by the City and which enclosed shopping mall is located in a "C-4" District, a vendor may conduct business on the temporary event multi-vendor operator license obtained by the operator, who shall meet all the provisions of this Section for such license. Within ten (10) days after the completion of any temporary event, the multi-vendor operator shall provide a listing of the name, address, State sales tax numbers and type of goods sold for each vendor participating in the event and remit the required fees. The multi-vendor operator of the temporary event shall pay the fee for the event as listed on the fee schedule at Section **605.013**. [Ord. No. 6898 §2, 1-25-2018]

2. For annual events under the licensing of a multi-vendor operator, a vendor may conduct business on the multi-vendor operator license who has met all the provisions of this Section for such license. Within ten (10) days of the final day of each month, the multi-vendor operator shall remit the fee for the previous month as listed on the fee schedule at Section **605.013**. The operator shall also provide a list of vendors utilizing stalls/spaces within the facility for that month listing name, address, State sales tax number and type of goods sold for each vendor.

- C. Vacant lot/parking lot requirements must be met when applicable, except as authorized for temporary or annual events by the Planning and Zoning Commission.
- D. If a structure is to be constructed, a building permit must be obtained and other Building and Fire Department requirements must be met.
- E. An occupancy permit must be obtained prior to issuance of a license.
- F. Upon determination that all requirements have been met, the City Clerk shall issue the license.
- G. Multi-vendor operators may not be licensed in residentially zoned areas.
- H. The operator shall advise in writing all vendors utilizing the property of the State of Missouri requirements for proper reporting of sales tax as outlined in the Missouri Tax Special Event Information and to provide evidence thereof to the City upon request.

SECTION NO. 8. That Section 605.235 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 605.235, to read as follows:

Section 605.235 License — Application — Fees — Reports By Fire Marshal.

- A. An application for a license for the operation of an amusement center or arcade area in the City shall be obtained from the Commissioner.
- B. Each such application shall be verified and shall contain the name of the proposed operation (if a partnership, the names of all partners, and if a corporation, the names of all officers and

stockholders), the proposed location of the amusement center or arcade area, and the number and types of machines to be provided. Such application shall be accompanied by accurately scaled and duly dimensioned plans of the premises showing the proposed location of the mechanical or electronic amusement devices.

- C. Each such application shall be accompanied by an application fee as set forth in the fee schedule at Section **605.013**; and, in addition, an annual license fee as set forth in the fee schedule at Section **605.013** shall be charged for each mechanical or electronic amusement device situated in amusement centers or arcade areas and such additional fee shall be described as mechanical or electronic amusement device on the fee schedule at Section **605.013**.
- D. The plans submitted with such application shall be submitted to the Commissioner, who shall determine whether such proposed operation would comply with the applicable zoning ordinances, and shall be submitted to the appropriate Fire Protection District, who shall determine whether such proposed operation would comply with the provisions of the District's ordinances.

SECTION NO. 9. That Section 605.300 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 605.300, to read as follows:

Section 605.300 Employees and Supervisory Personnel.

- A. No person shall be employed in a supervisory position in an amusement center or arcade area who is under the age of twenty-one (21) or who has been convicted of any violation of any Statute or any provision of the City Code or other ordinance involving moral turpitude or any felony.
- B. At least one (1) supervisor of at least twenty-one (21) years of age, employed by the operator, shall be on duty at all times the premises are open to the public and shall be present on the premises when said premises is or has an area designated as an amusement center or an arcade area.

SECTION NO. 10. That Section 605.575 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 605.575, to read as follows:

Section 605.575 Requirements For License.

- A. The application for said license shall contain the following:
 - 1. Name and address of the applicant; if a natural person, the date and place of birth; and Missouri State operator's license number.
 - 2. If a corporation, the state under which incorporated; the date of incorporation; the address

of the principal office; and the names and addresses of its officers.

3. If any other type of organization, the name thereof; the location of its office; and the names and addresses of the principal officers, director, trustees, or managing officials or partners.

4. The place from which the tow truck will operate and the number of said vehicles to be operated.

5. A description of each tow truck giving also the serial number and motor number.

6. A copy of the applicant's current and valid license issued pursuant to Chapter 608 of the Ordinances of St. Charles County Missouri, as amended.

SECTION NO. 11. That Section 605.580 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 605.580, to read as follows:

Section 605.580 Issuance of License.

A. Such license shall be issued by the Clerk unless he/she finds one (1) or more of the following:

1. Intentional misstatements or misleading statements of fact in the application.
2. Failure to pay the required application fee.

SECTION NO. 12. That subparagraph (1) of subsection A of Section 605.735 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new subparagraph (1) of subsection A of Section 605.735, to read as follows:

Section 605.735 Application.

A. The applicant for a license under this Article shall file an application with the City Clerk for a circus or carnival license and with the Building Department for a building permit.

1. Application to City Clerk.

a. The application for the circus or carnival license shall contain the following information and shall be submitted to the City Clerk at least thirty (30) days prior to the opening of any such structure(s).

(1) The names and addresses of the sponsor(s) and concessionaire(s) who will use the structure(s).

(2) Written authorization from the property owner [if other than the

sponsor(s)].

- (3) The location of the principal place of business of the sponsor(s) and concessionaire(s).
- (4) The length of time the structure(s) is intended to be used for the purpose applied for as a circus or carnival.
- (5) The hours of the day or night during which such structure(s) is intended to be open for business.
- (6) Telephone number where the applicant may be reached during hours of operation and during hours the operation is closed.
- (7) Missouri sales and use tax number (if applicable).
- (8) Any other relevant information the City Clerk may require.
- (9) Acknowledgment that applicable requirements of the Health Ordinance will be complied with.

SECTION NO. 13. That Subsection (C) of Section 605.820 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Subsection (C) of Section 605.82, to read as follows:

Section 605.820 License Required.

- C. An application for a new pawnshop license, the transfer of an existing pawnshop license, or the approval of a change in the ownership of a licensed pawnshop shall be under oath and shall state the full name and place of residence of the applicant, the place where the business is to be conducted, and other relevant information required by the City. If the applicant is a partnership, the City may require that the application state the full name and address of each member. If the applicant is a corporation, the application shall state the full name and address of each officer, shareholder and director. The application shall be accompanied by a criminal history record information (CHRI) name check for licensing purposes pursuant to 11 CSR 30-4.070(3), as amended, for the applicant, issued not more than 6 months prior to the date of application and substantially similar reports from each state in which the applicant has been a resident at any time within the five (5) years prior to the date of the application.

SECTION NO. 14. That Article XII of Chapter 605 of the St. Peters City Code be and is hereby amended by enacting a new Section 605.825 to read, as follows:

Section 605.825 Application — Investigation.

Application for a pawnbroker's license shall be made to the City Clerk and referred to the Chief of Police or his/her designee for a recommendation as to the applicant's good moral character.

SECTION NO. 15. That subparagraph (7) of subsection A of Section 605.845 of the St. Peters City Code be and is hereby amended by deleting it in its entirety and enacting, in lieu thereof, a new subparagraph (7) of subsection A of Section 605.845, to read as follows:

Section 605.845 Regulations For Operation As A Pawnbroker.

7. License issued, persons restricted. No license shall be issued to a person who is not of good moral character.

SECTION NO. 16. 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. 17. 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.

SECTION NO. 18. Effective Date.

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 19th day of December, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT PREVIOUSLY GRANTED TO THE CITY OF ST. PETERS BY SSM PROPERTIES, INC. FOR CONSTRUCTION OF A CERTAIN CITY OF ST. PETERS' PUBLIC WORKS PROJECT AT THE INTERSECTION OF MID RIVERS MALL DRIVE AND MEXICO ROAD

WHEREAS, a temporary construction easement was granted to the City of St. Peters, Missouri, by SSM Properties, Inc., for the construction of a certain City Public works project (Mid Rivers Mall Drive and Mexico Road Intersection Improvement Project); and

WHEREAS, said temporary construction easement was recorded in Deed Book 2447 Pages 100-103; and

WHEREAS, the public improvements have been completed on said public works project and the easement is no longer necessary; and

WHEREAS, the owner and City are desirous of removing the encumbrances created by the temporary construction easement.

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, in behalf of said City, a Termination of Temporary Construction Easement, in substantially the form attached hereto, terminating a temporary construction easement as described therein for a certain said City public works project.

SECTION NO. 2. That the City Clerk is hereby directed to cause said Termination of Temporary Construction Easement to be recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION NO. 3. Savings.

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

SECTION NO. 4. Severability.

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

No.

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 19th day of December, 2019.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

(3-Inch Area above – Leave Blank (for Recorder’s Office Use Only))

DOCUMENT TYPE: **TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT**

DATE OF DOCUMENT:

GRANTOR: CITY OF ST. PETERS
#1 St. Peters Centre Blvd.
St. Peters, Missouri 63376

GRANTEE: SSM PROPERTIES, INC.

CURRENT OWNER: AMINO REAL ESTATE, INC.
2320 Dean Way, Suite 160
Southlake, TX 76092

PROPERTY ADDRESS: 7010-7040 Mexico Road

CITY/MUNICIPALITY: City of St. Peters, Missouri

LEGAL DESCRIPTION: Temporary construction easement recorded Book 2447 Pages
100-103 (Exhibits A and B)

TERMINATION OF TEMPORARY CONSTRUCTION EASEMENT

This Termination of Temporary Construction Easement made this 19th day of December, 2019, by the City of St. Peters, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376 (the “GRANTEE”).

WITNESSETH THAT:

WHEREAS, a temporary construction easement for construction of a certain City of St. Peters’ public works project has been granted to said City, pursuant to the document on file in Deed Book 2447 Pages 100-103, excepting therefrom that part conveyed to said City as recorded in Book 2459 Page 278, of the St. Charles County, Missouri, Records; and

WHEREAS, it is the purpose and intent of the City of St. Peters, Missouri, to release any and all temporary construction easement rights on the aforementioned easement, as shown and described on Exhibits “A” and “B” (excepting therefrom the new right-of-way conveyed to said City by separate aforementioned document), which are attached hereto and made a part hereof.

NOW, THEREFORE, the City of St. Peters, Missouri, does hereby remise and release the herein above-described premises from all temporary construction easement rights and interest acquired by said City pursuant to the aforementioned document on file with the St. Charles County, Missouri, Recorder of Deeds Office.

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 personally appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Municipal Corporation by authority of its Board of Aldermen and said Russell W. Batzel 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 _____

SEAL

My Commission Expires:

DRAPET

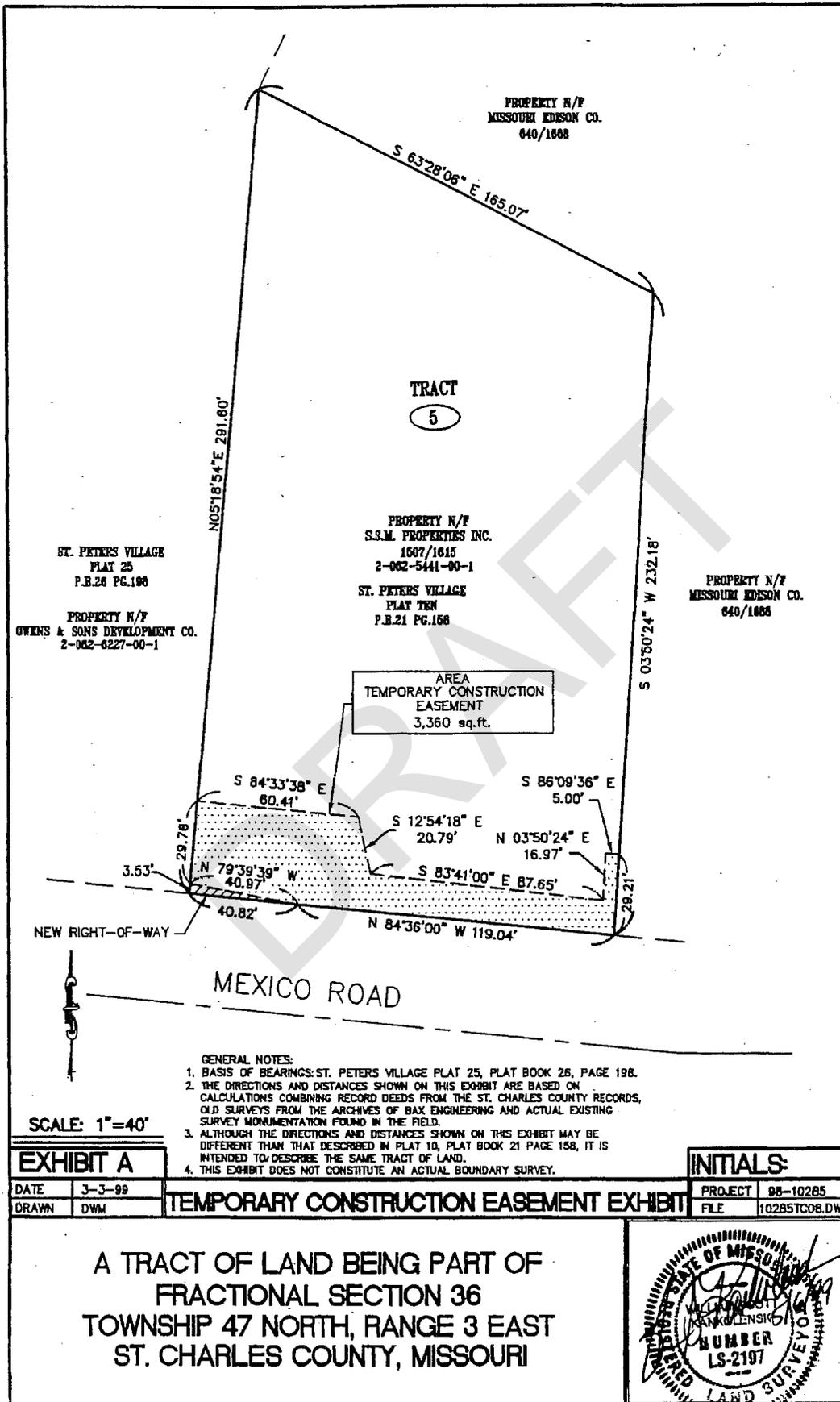


EXHIBIT B



ENGINEERING

PLANNING

BOOK 2447 PAGE 103

LAND DESCRIPTION
BAX PROJECT NO. 98-10285
3,360 SQUARE FEET
MARCH 8, 1999
DWM

SURVEYING
S.S.M. PROPERTIES, INC.
DEED BOOK 1507, PAGE 1615
2-062-5441-00-1

TRACT 5
TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of "St. Peters Village Plat Ten", as recorded in Plat Book 21 Page 158, Part of Fractional Section 36, Township 47 North, Range 3 East, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Southeast corner of property conveyed to Missouri Edison Co., as recorded in Deed Book 640, Page 1688 of the St. Charles County Records on the North right-of-way line of Mexico Road; thence Northwesterly along said right-of-way North 84 degrees 36 minutes 00 seconds West 119.04 feet to a point; thence leaving said right-of-way North 79 degrees 39 minutes 39 seconds West 40.97 feet to a point on the East line of "St. Peters Village" Plat 25 as recorded in Plat Book 26, Page 198 of the St. Charles County Records; thence Northeasterly along the South line of said "St. Peters Village" Plat 25 North 05 degrees 18 minutes 54 seconds East 29.76 feet to a point; thence leaving said South line South 84 degrees 33 minutes 38 seconds East 60.41 feet to a point; thence South 12 degrees 54 minutes 18 seconds east 20.79 feet to a point; thence South 83 degrees 41 minutes 00 seconds East 87.65 feet to a point; thence North 03 degrees 50 minutes 24 seconds East 16.97 feet to a point; thence South 86 degrees 09 minutes 36 seconds East 5.00 feet to a point on the West line of said "Missouri Edison Property"; thence Southwesterly along said West line South 03 degrees 50 minutes 24 seconds West 29.21 feet to the Point of Beginning and containing 3,360 square feet according to calculations by Bax Engineering Company, Inc. during the month of March, 1999.

Basis of Bearings: The Record Plat of "St. Peters Village Plat 25" as recorded in Plat Book 26 Page 198 of the St. Charles County Records.



BAX ENGINEERING CO., INC.
1052 South Cloverleaf Drive
St. Peters, MO 63376-6445
314-928-5552 FAX 928-1718
e-mail: baxeng@msn.com

END OF DOCUMENT