

REVISED



CITY OF ST. PETERS BOARD OF ALDERMEN

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

MAY 28, 2020 – 6:30 P.M.

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation
 - 2. Pledge of Allegiance
 - 3. Presentation: St. Peters Veterans Hall of Honor
 - 4. Recognition: St. Peters Police Officers Letters of Commendation
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of May 14, 2020](#); and the [Regular Board of Aldermen meeting of May 14, 2020](#).
- E. Reports of Officers, Boards and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions
 - a. [Senior Advisory Committee Re-Appointments](#)
 - 2. City Administrator's Report:
 - 3. Report of Director, Planning, Community and Economic Development:
 - a. [Petition 19-04 – Amending Special Use Permit – Stangle Investments, LLC](#) – Powers
 - b. [Petition RZ 20-02 – Change of Zoning – Lou Fusz Motor Company](#) – Powers
 - c. [Petition RZ 20-03 – Planned Urban Development – Moose Leach, LLC](#) – Powers
 - d. [Voluntary Annexation – Simmonds Property, 1911 Oak Tree Street](#) – Powers
 - e. [Voluntary Annexation – Spies Property, 8 Le Jer Lane](#) – Powers
 - f. [Voluntary Annexation – Mikulus Property, 9 Patty Ann Court](#) – 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. [Selection of Aldermanic Representatives](#) to City Boards and Commissions and Board President
2. [Bill No. 20-48: Bill](#) approving a time extension by the Board of Aldermen of the City of St. Peters for a Special Use Permit in the I-2 Heavy Industrial District for the sale of used motor vehicles in response to a request by Stangle Investments, LLC (Petition 19-04)
3. [Bill No. 20-49: Bill](#) amending certain sections of the Municipal Code of the City of St. Peters, Missouri; Title IV: Land Use Pertaining to Zoning and Property within said City in response to Rezoning Petition Number RZ 20-02 Lou Fusz Motor Company by making certain changes in the designated districts in certain sections of said City
4. [Bill No. 20-50: Bill](#) authorizing and directing the City Administrator of the City of St. Peters, Missouri, to execute a Planned Urban Development Agreement with Steinmann-Justus Properties, LLC and Moose Leach, LLC for development of Woodstone Apartments
5. [Bill No. 20-51: Bill](#) authorizing the City Administrator to execute: (1) A Certain Assignment and Assumption Agreement by and among FWCD, LLC, a Missouri Limited Liability Company, Waste Connections of Missouri, Inc., a Missouri Corporation, and the City of St. Peters, Missouri; and (2) A Certain Amendment to Municipal Solid Waste Transfer and Disposal Agreement by and among Waste Connections of Missouri, Inc., a Missouri Corporation, the City of St. Peters, Missouri, and Champ Landfill Company, LLC, a Missouri Limited Liability Company
6. [Bill No. 20-52: Bill](#) authorizing and directing the Mayor and Chief of Police of the City of St. Peters, Missouri, to execute a St. Charles County Regional SWAT Team Agreement for the organization and operation of the St. Charles County Regional SWAT Team, and repealing Ordinance No. 5960 of the City of St. Peters in connection therewith
7. [Bill No. 20-53: Bill](#) Annexing Certain Adjacent Territory (Simmonds, 1911 Oak Tree Street) to the City of St. Peters, Missouri
8. [Bill No. 20-54: Bill](#) amending certain sections of the Corporate Limits and Zoning District Map of the City of St. Peters, Missouri, in response to a Voluntary Annexation of Property (Simmonds, 1911 Oak Tree Street)
9. [Bill No. 20-55: Bill](#) Annexing Certain Adjacent Territory (Spies, 8 Le-Jer Lane) to the City of St. Peters, Missouri

10. [Bill No. 20-56](#): [Bill](#) amending certain sections of the Corporate Limits and Zoning District Map of the City of St. Peters, Missouri, in response to a Voluntary Annexation of Property (Spies, 8 Le-Jer Lane)
 11. [Bill No. 20-57](#): [Bill](#) Annexing Certain Adjacent Territory (Mikulus, 9 Patty Ann Court) to the City of St. Peters, Missouri
 12. [Bill No. 20-58](#): [Bill](#) amending certain sections of the Corporate Limits and Zoning District Map of the City of St. Peters, Missouri, in response to a Voluntary Annexation of Property (Mikulus, 9 Patty Ann Court)
 13. [Bill No. 20-59](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute a contract with Vantage Construction Company d/b/a Vanstar Construction Co. for the City of St. Peters' Design/Build Cultural Arts Centre Restrooms Project
 14. [Bill No. 20-60](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute a contract with Integra, Inc. for the Design/Build Golf Maintenance Facility Project
 15. [Bill No. 20-61](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into a Professional Services Contract with Tabri, LLC for Inclusive Recreation Services
 16. [Bill No. 20-62](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into a Funding Agreement with the Developmental Disabilities Resources Board of St. Charles County (DDRB) for Inclusion Coordinator Recreation Services
 17. [Bill No. 20-63](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute a contract with TSI Global Companies, LLC for the St. Peters Rec-Plex Improvements – Design/Build Natatorium Audio System Improvements Project
 18. [Bill No. 20-64](#): [Bill](#) providing for and relating to stop signs in the City of St. Peters, Missouri, by establishing permanent multi-way stops upon approaching or crossing or entering the intersection of Kimberly Lane and Bellemeade Drive, from all directions, and amending Table II-A of Schedule II Title III of the Municipal Code of the City of St. Peters providing for stop intersections
 19. [Bill No. 20-65](#): [Bill](#) authorizing and directing the City Administrator of the City of St. Peters, Missouri, to execute and deliver two Special Warranty Deeds conveying real property to Duane and Deborah Monday and Paul and Jennifer Cross
 20. [Resolution](#) establishing the St. Peters Parks, Recreation, and Arts Advisory Board
- 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: MAY 26, 2020 at 9:00 a.m.

By: P. Smith, City Clerk

REVISED & POSTED: MAY 27, 2020 at 3:00 p.m.

By: P. Smith, City Clerk

**Revised Report of Director Planning, Community and Economic Development Item E-3.f
Revised New Business Items I-13 and I-17**

Next Regular Board of Aldermen Meeting: JUNE 25, 2020



CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
May 14, 2020

The Work Session was called to order at approximately 5:01 p.m. on Thursday, May 14, 2020 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 Townsend; Alderman Trupiano; Alderman Violet. Staff present include Vicki Phillips, Acting Director of Parks; Cathy Pratt, Staff Support Services Manager; Rick Struttmann, Police Chief; Russ Batzel, City Administrator; Randy Weber, City Attorney, and Scott Baumgartner, Deputy City Clerk. Alderman Hollingsworth, Alderman Reitmeyer, and Alderman Reimer 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 Townsend seconded the motion to remove Employment Medical Testing from the agenda for discussion. The motion was approved.

EMPLOYMENT MEDICAL TESTING – PRATT

Ms. Pratt stated that staff received two responses for employment medical testing RFP; which includes required pre-employment and random testing for reasonable suspicion, post-accident and return to work, for current employees. Ms. Pratt informed that the City of St. Peters generally spends \$30-40,000 per year on these services. Staff recommends entering into a one year contract with the option to renew annually for up to three years with Mercy Occupational Health for employee medical testing. Mercy Urgent Care has the closest location to City Hall, more convenient hours, and provided a better grouping of pricing. No comments or questions from the Board of Aldermen. **This is business item I-04 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Violet moved and Alderman Barclay seconded the motion to remove Draft Resolution/Parks, Recreation & Arts Advisory Board from the agenda for discussion. The motion was approved.

DRAFT RESOLUTION/PARKS, RECREATION & ARTS ADVISORY BOARD – PHILLIPS

Ms. Phillips discussed the draft Resolution provided in the packet, its purpose to establish standardized by-laws as previously requested by the Board of Aldermen and to include a provision for sub-committees related to the Parks, Recreation and Arts Advisory Board functions. Ms. Phillips explained that these special committees can provide more elected official involvement as Ex Officio members of the Parks, Recreation & Arts Advisory Board. Ms. Phillips mentioned other current and previous committee members who expressed interest in participating on a special committee. The Aldermen inquired on some possible changes to the draft Resolution pertaining to the special committee's official involvement and voting on projects, but limited budgetary voting rights for Advisory Board members only. Mayor requested staff get together to which he will provide some direction as a result of tonight's discussion. Alderman Barclay moved and Alderman Townsend seconded the motion to place this item with changes on the May 28, 2020 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the May 28, 2020 Board of Aldermen meeting agenda for consideration.**

Alderman Bateman moved and Alderman Townsend seconded the motion to remove Waste Connection of MO Amendment/Assignment & Assumption from the agenda for discussion. The motion was approved.

WASTE CONNECTION OF MO AMENDMENT/ASSIGNMENT & ASSUMPTION – BATZEL

Mr. Batzel stated that he and Mr. Malach discussed and reviewed the City's current Solid Waste contract, and that Meridian Waste is the City's current solid waste provider. Waste Connections of Missouri is the current owner of the Champ landfill where the City deposits the waste. Waste Connections of American has been talking with Meridian about assuming their contract and all responsibility of that contract. He explained the advantages for the City; and no change in the rates and provisions of the current rates, and would fulfill the remaining 8 years we currently have. Mr. Batzel requested approval to place on the May 28th Regular Board meeting agenda to transfer the Solid Waste agreement from Meridian Waste to Waste Connections of Missouri. Alderman Violet moved and Alderman Trupiano seconded the motion to place this item on the May 28, 2020 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the May 28, 2020 Board of Aldermen meeting agenda for consideration.**

Alderman Bateman moved and Alderman Townsend seconded the motion to remove City Hall Public Restroom Renovation Bids from the agenda for discussion. The motion was approved.

CITY HALL PUBLIC RESTROOM RENOVATION BIDS – BATZEL

Mr. Batzel recounted brief discussion during the departmental budget meetings, of a major capital item, the restrooms on the west end of city hall, near the auditorium. Upgrades for

more capacity and ADA compliance is needed; which is currently budgeted at \$150K for restroom improvement and renovation. With the COVID-19 shut down of City Hall and activities such as summer camps, etc., there is an opportunity to renovate while the building is less occupied. Mr. Batzel requested permission to wave our normal bid advertisement process; and permission to allow solicitation of the design build quotes directly to the contractors. Possible start of project is mid-June. Questions from the Aldermen were addressed regarding location of public entrance during renovation once City Hall reopens. Alderman Townsend moved and Alderman Violet seconded the motion to wave the City's normal bid advertisement process and to allow the City to solicit design build quotes directly to the contractors, outside of the normal bid process. Alderman Barclay moved and Alderman Trupiano seconded the motion to place this item on the May 28, 2020 Work Session and Board of Aldermen meeting agendas. The motion was approved. **This item will be placed on the May 28, 2020 Board of Aldermen meeting agenda for consideration.**

Alderman Townsend moved and Alderman Bateman seconded the motion to remove Declaration of a State of Emergency/COVID-19 Pandemic from the agenda for discussion. The motion was approved.

DECLARATION OF A STATE OF EMERGENCY/COVID-19 PANDEMIC – BATZEL

Mr. Batzel explained that when the federal government passed the CARES ACT, they are providing funds for reimbursement of direct expenses related to COVID-19. The State and St. Charles County Executive have both declared a State of Emergency, and in order for the City of St. Peters to receive reimbursement out of that fund, the City of St. Peters also needs to declare a state of emergency. A question regarding the Exhibit A of the Emergency Declaration was addressed. A draft ordinance is in the Board of Aldermen meeting packet this evening for consideration. **This is business item I-03 on this evening's Board of Aldermen meeting agenda for consideration.**

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

SECRETARY OF STATE/RECORDS RETENTION SCHEDULE – BAUMGARTNER

Deputy City Clerk Baumgartner stated that the Destruction of Records forms provided in this evening's meeting packet necessitate being entered and made a part of the minutes of the Board of Aldermen for May 14, 2020. Alderman Townsend moved and Alderman Trupiano seconded the motion to accept the City Clerk's report regarding the Destruction of Record forms that are provided in the Work Session packet and to be entered into the May 14, 2020 minutes of the Board of Aldermen. The motion was approved. **No further Board of Aldermen action is required on this item.**

Alderman Bateman moved and Alderman Violet seconded the motion to remove Draft Ordinance/St. Charles County Regional SWAT Team Renewal Agreement from the agenda for discussion. The motion was approved.

DRAFT ORDINANCE/ST. CHARLES COUNTY REGIONAL SWAT TEAM RENEWAL AGREEMENT – STRUTTMANN

Chief Struttman requested authorization for renewal of the St. Charles County Regional SWAT Team Agreement with the City and St. Charles County, which brings the agreement up to current standards and up to date, revising the language to refer to the St. Charles County Police Department and other minor changes. Alderman Townsend moved and Alderman Trupiano seconded the motion to place this item on the May 28, 2020 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the May 28, 2020 Board of Aldermen meeting agenda for consideration.**

MISCELLANEOUS UPDATES – BATZEL

- GOLF COURSE MAINTENANCE SHED REPLACEMENT BIDS

Mr. Batzel recounted that this item is the maintenance shed at the golf course, which burned down last year; and which has gone through all of the insurance proceedings. Numerous bids have been received on this item for a design build contract, and clarification was needed before staff could make a recommendation. Comments from contractors will be received tomorrow and he requested this item be placed on both the Work Session and Board of Aldermen Regular meeting agendas for May 28, 2020. Alderman Bateman moved and Alderman Townsend seconded the motion to place this item on both meeting agendas of May 28, 2020. The motion was approved. **This item will be placed on the May 28, 2020 Board of Aldermen meeting agenda for consideration.**

- RESOLUTION PROTESTING REZONING

Mr. Batzel informed about a rezoning petition on a parcel in St. Charles County which is immediately adjacent to and lies within one and one-half (1 ½) miles of the corporate limits of the City of St. Peters. Letters from St. Charles County went out describing the project and municipalities can protest the zoning change. The resolution provides the City an opportunity to present its thoughts on this rezoning petition. Approval of this resolution allows the City Clerk to file this with the County Registrars Office, which enforces an additional level of approval necessary by the County. Five yes votes are necessary for a zoning change approval to move forward with the project. It's important to present our concerns, even though we have not seen petitioner's full presentation or application. This could make some impact on our residential areas and it's important to make the county aware of that. Further discussion on the County's distance requirements of protest submittal; and what the project/operation is consists of was held. **This is business item I-05 on this evening's Board of Aldermen meeting agenda for consideration.**

Non-agenda Item discussion:

- RENEWAL OF A CONTRACT WITH THE CITY'S INCLUSION COORDINATOR – PRATT

Ms. Pratt recounted the City's Partnership funding agreement to employ an inclusion coordinator to assist Parks and Recreation staff to include St. Charles County residents with developmental disabilities for inclusive recreation and leisure programs. The City of St.

Peters acts as the fiscal agent, where we collect the money from the other participants and pay the inclusion coordinator. She explained where the funding comes from, half from the Developmental Disabilities Resource Board (DDRB) and the other half from O'Fallon, Saint Charles and St. Peters. The total contract is for \$64,000 and is being negotiated now between the DDRB and the inclusion coordinator. The City of St. Peters contributes about 26% of the total cost for this service, around \$9,400. Ms. Pratt stated that due to the timeline, we would like to place an ordinance on the May 28th Board meeting agenda to allow us to enter into this agreement since the contract expires the end of June. With no disagreement, **this item will be placed on the May 28, 2020 Board of Aldermen meeting agenda for consideration.**

BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

None

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

Alderman Barclay moved and Alderman Bateman seconded the motion to enter Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6) and then adjourn the Work Session meeting from the Executive Session. With the motion approved, the Board of Aldermen entered Executive Session at approximately 6:05 p.m. Roll Call was taken as follows: President of the Board of Aldermen, Alderman Bateman: yes; Alderman Violet: yes; Alderman Hollingsworth: Absent; Alderman Reitmeyer: Absent; Alderman Townsend: yes; Alderman Barclay: yes; Alderman Reimer: Absent; Alderman Trupiano: yes.

ADJOURNMENT OF THE EXECUTIVE SESSION AND THE WORK SESSION

Alderman Bateman moved and Alderman Townsend seconded the motion to adjourn the Executive Session and the Work Session meetings. The motion carried and the Executive Session and the Work Session was adjourned at approximately 6:30 p.m. with roll call shown as follows: President of the Board of Aldermen, Alderman Bateman, yes; Alderman Violet, yes; Alderman Hollingsworth: absent; Alderman Reitmeyer, absent; Alderman Reimer, absent; Alderman Barclay, yes; Alderman Townsend, yes; Alderman Trupiano, yes.

Submitted by,

Scott Baumgartner
Deputy City Clerk



CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN REGULAR MEETING MINUTES
MAY 14, 2020

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 6:34 p.m. on May 14, 2020, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Scott Baumgartner, Deputy City Clerk, called the roll. Present were: Mayor Pagano; Alderman Barclay; Board President Bateman; Alderman Townsend; Alderman Trupiano; Alderman Violet; Chief of Police, Rick Struttmann; City Administrator, Russ Batzel; City Attorney, John Young; and Deputy City Clerk, Scott Baumgartner. Alderman Hollingsworth, Alderman Reitmeyer, and Alderman Reimer were absent. Steve Koeneman delivered the Invocation. Mayor led the Pledge of Allegiance.

PROCLAMATION: NATIONAL NURSES WEEK

Alderman Trupiano presented Chief Nursing Officer Lauren Beckman with Progress West and Barnes Jewish St. Peters Hospital with the Proclamation for National Nurses Week May 6 – 12, 2020.

APPROVAL OF MINUTES: THE BOARD OF ALDERMEN WORK SESSION MEETING OF APRIL 23, 2020 AND THE REGULAR BOARD OF ALDERMEN MEETING OF APRIL 23, 2020

Alderman Townsend moved and Alderman Barclay seconded the motion to approve the Board of Aldermen Work Session meeting minutes of April 23, 2020 and the Regular Board of Aldermen meeting minutes of April 23, 2020. All in favor, the motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS

None

CITY ADMINISTRATOR'S REPORT

None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

None

ST. PETERS BUSINESS SPOTLIGHT: NONE

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS

None

COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

ANNOUNCEMENTS

None

PUBLIC HEARINGS:

None

UNFINISHED BUSINESS ITEMS: NONE

NEW BUSINESS ITEMS

MOTION/APPROVED: BILL NO. 20-44: ORDINANCE NO. 7298: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS TO EXECUTE A CONTRACT WITH SCHOWALTER & JABOURI, P.C. FOR AUDITING SERVICES

Alderman Townsend moved and Alderman Trupiano seconded the motion to introduce the Bill. The motion carried. Alderman Townsend moved and Alderman Trupiano seconded the motion to read Bill No. 20-44 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Bateman moved and Alderman Trupiano seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Violet moved and Alderman Barclay seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-44 passed becoming Ordinance No. 7298.

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

MOTION/APPROVED: BILL NO. 20-45: ORDINANCE NO. 7299: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT CHANGE ORDER WITH INSITUFORM TECHNOLOGIES FOR CURED- IN-PLACE PIPE (CIPP) LINING OF CERTAIN STORM SEWER AND SANITARY SEWER LINES

Alderman Bateman moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Barclay seconded the motion to read Bill No. 20-45 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Townsend moved and Alderman Barclay 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 Violet seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-45 passed becoming Ordinance No. 7299.

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

MOTION/APPROVED: BILL NO. 20-46: ORDINANCE NO. 7300: AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AUTHORIZING THE DECLARATION OF A STATE OF EMERGENCY BY THE MAYOR DUE TO THE COVID-19 PANDEMIC; AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO TAKE CERTAIN ACTIONS RESULTING THEREFROM

Alderman Bateman moved and Alderman Trupiano seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Trupiano seconded the motion to read Bill No. 20-46 for the first time. The motion carried and Alderman Bateman 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 Barclay read the Bill. Alderman Violet moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-46 passed becoming Ordinance No. 7300.

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

MOTION/APPROVED: BILL NO. 20-47: ORDINANCE NO. 7301: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT FOR EMPLOYEE AND APPLICANT MEDICAL TESTING

Alderman Barclay moved and Alderman Trupiano seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Trupiano seconded the motion to read Bill No. 20-47 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman Trupiano moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Trupiano read the Bill. Alderman Violet moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-47 passed becoming Ordinance No. 7301.

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

MOTION/ADOPTED: RESOLUTION NO. 1591: A RESOLUTION OF THE CITY OF ST. PETERS, MISSOURI, PROTESTING AND OPPOSING THE REZONING REQUESTED IN APPLICATION NO. RZ20-04 FOR PROPERTY LOCATED AT 1 ILLY DRIVE

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 Violet read the Resolution. Alderman Trupiano moved and Alderman Townsend seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1591 was adopted.

Barclay: Yes Reimer: Absent Hollingsworth: Absent Reitmeyer: Absent
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 5 NAYS: 0 ABSTENTIONS: 0 ABSENT: 3 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 Barclay moved and Alderman Townsend seconded the motion to adjourn the Regular Board of Aldermen meeting. Motion approved and the Regular Board of Aldermen meeting adjourned at approximately 7:20 p.m.

Respectfully submitted,

Scott Baumgartner
Deputy City Clerk

DRAFT



CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

A handwritten signature in cursive script that reads "Tom Pagano".

TO: BOARD OF ALDERMEN
FROM: MAYOR PAGANO
SUBJECT: RE-APPOINTMENTS TO THE SENIOR ADVISORY COMMITTEE
DATE: MAY 15, 2020

I am nominating the following individuals for re-**appointment** as Members to the Senior Advisory Committee as follows:

Maribeth Huddleston, 109 Windler Court, St. Peters, MO 63376, (Ward 3), for the term effective July 1, 2020, and expiring June 30, 2022.

Sandy Hennen, 32 Glenwood Lane, St. Peters, MO 63376, (Ward 2), for the term effective July 1, 2020, and expiring June 30, 2022.

If you have any questions or comments regarding this appointment, please contact me.

APPLICATION

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

NOTICE OF PUBLIC HEARING

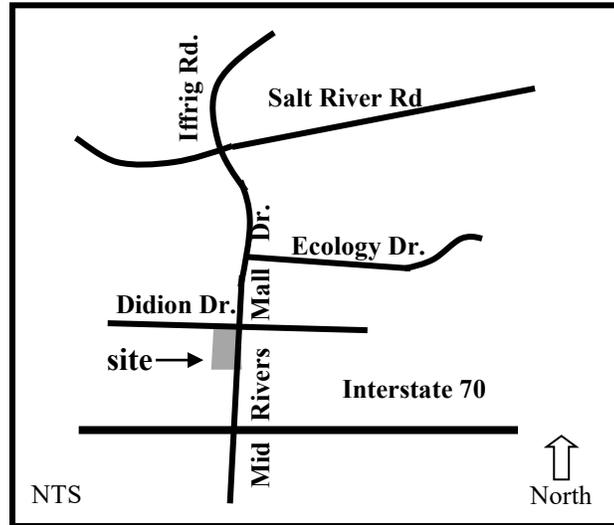
The Planning and Zoning Commission of the City of St. Peters will hold a public hearing at 6:30 p.m. on Wednesday, May 1, 2019 at the St. Peters Justice Center. The St. Peters Justice Center is located at the intersection of Suemandy Drive and Grand Teton Drive (1020 Grand Teton Drive).

All interested citizens will have the opportunity to give written and oral comment. Persons with disabilities needing assistance should contact the City before the meeting by calling or writing to the City Administrator at P.O. Box 9, St. Peters, MO, 63376, 477-6600 or 278-2244.

Petition 19-04

Stangle Investments LLC, requests a special use permit for the sale, barter, exchange or rental of new or used motor vehicles, tractors, semitrailers, trailers, snowmobiles or all-terrain vehicles, including trailer dealers in the I-2 Heavy Industrial District on a 1.2 +/- acre parcel. The subject site is located on the west side of Mid Rivers Mall Drive, south side of Didion Drive.

LOCATION MAP



LEGAL DESCRIPTION

A legal description of the subject property is on file at the City of St. Peters Planning Department.

NOTICE OF PUBLIC HEARING

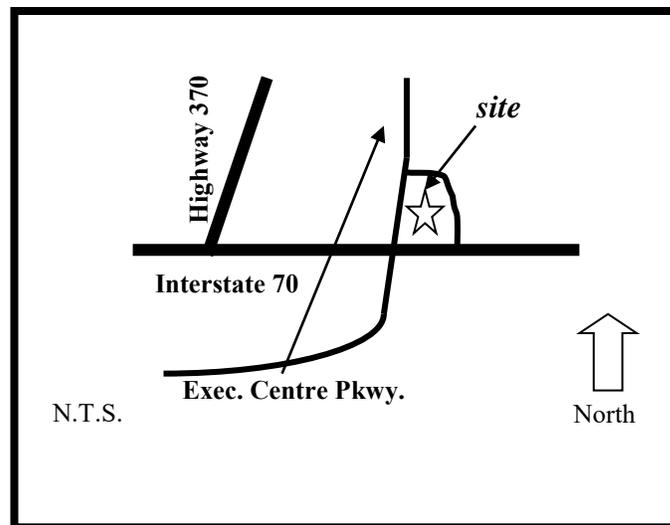
The Planning and Zoning Commission of the City of St. Peters will hold a public hearing at 6:30 p.m. on Wednesday, April 1, 2020 at the St. Peters Justice Center. The St. Peters Justice Center is located at the intersection of Suemandy Drive and Grand Teton Drive. The Planning and Zoning Commission may recommend and the Board of Aldermen may enact by ordinance the rezoning as described below or an alternate zoning category.

All interested citizens will have the opportunity to give written and oral comment. Persons with disabilities needing assistance should contact the City before the meeting by calling or writing to the City Administrator at P.O. Box 9, St. Peters, MO, 63376, 477-6600 or 278-2244.

Petition RZ 20-02

Lou Fusz Motor Company requests a rezoning from the C-3 General Commercial District to a Commercial Planned District (CPD) to permit used vehicle sales on a 3.38 acre +/- parcel. The subject site is located on the east side of Executive Centre Parkway, north of Interstate 70.

LOCATION MAP



LEGAL DESCRIPTION

A legal description of the subject property is on file at the City of St. Peters Planning Department.

NOTICE OF PUBLIC HEARING

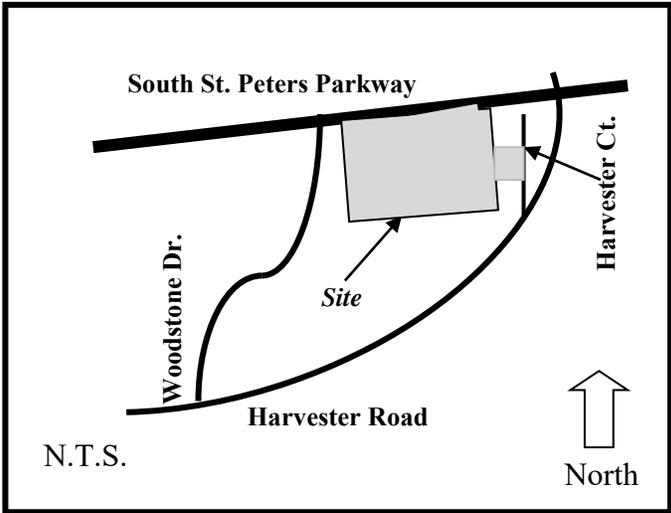
The Planning and Zoning Commission of the City of St. Peters will hold a public hearing at 6:30 p.m. on Wednesday, April 1, 2020 at the St. Peters Justice Center. The St. Peters Justice Center is located at the intersection of Suemandy Drive and Grand Teton Drive. The Planning and Zoning Commission may recommend and the Board of Aldermen may enact by ordinance the rezoning as described below or an alternate zoning category.

All interested citizens will have the opportunity to give written and oral comment. Persons with disabilities needing assistance should contact the City before the meeting by calling or writing to the City Administrator at P.O. Box 9, St. Peters, MO, 63376, 477-6600 or 278-2244.

Petition RZ 20-03

Moose Leach LLC requests a change of zoning from the C-3 General Commercial District to an R-3 Planned Urban Development (PUD) for a 9.09 acre +/- acre tract. The subject site is located on the south side of South St. Peters Parkway, west of Harvester Court and east of Woodstone Drive. Proposed Use: Multiple Family units and accessory recreational facilities.

LOCATION MAP



A legal description of the subject property is on file at the City of St. Peters Planning Department.

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

The Planning and Zoning Commission of the City of St. Peters will hold a public hearing at 6:30 p.m. on Wednesday April 1, 2020 at the St. Peters Justice Center. The Justice Center is located at the intersection of Suemandy Drive and Grand Teton Drive. The Planning and Zoning Commission may recommend and the Board of Aldermen may enact by ordinance the zoning classification for the newly annexed property briefly described below. A complete legal description of the property is available for review at City Hall.

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

Owner	Description	Approximate Acreage	Recommended Zoning
Simmonds	1911 Oak Tree Street HI PT AC RESUB LOT 1 – LOT 1D	.76 +/-	R-1 Single Family Residential District

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

Done by order of the Board of Aldermen.

Patricia Smith

Patricia Smith, City Clerk

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

The Planning and Zoning Commission of the City of St. Peters will hold a public hearing at 6:30 p.m. on Wednesday April 1, 2020 at the St. Peters Justice Center. The Justice Center is located at the intersection of Suemandy Drive and Grand Teton Drive. The Planning and Zoning Commission may recommend and the Board of Aldermen may enact by ordinance the zoning classification for the newly annexed property briefly described below. A complete legal description of the property is available for review at City Hall.

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

Owner	Description	Approximate Acreage	Recommended Zoning
Spies	8 Le-Jer Lane PT SE ¼ SEC 33 & LE JER AC E 15.75 FT L 11	.4 +/-	R-1 Single Family Residential District

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

Done by order of the Board of Aldermen.

Patricia Smith
Patricia Smith, City Clerk

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

The Planning and Zoning Commission of the City of St. Peters will hold a public hearing at 6:30 p.m. on Wednesday May 6, 2020 at the St. Peters Justice Center. The Justice Center is located at the intersection of Suemandy Drive and Grand Teton Drive. The Planning and Zoning Commission may recommend and the Board of Aldermen may enact by ordinance the zoning classification for the newly annexed property briefly described below. A complete legal description of the property is available for review at City Hall.

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

Owner	Description	Approximate Acreage	Recommended Zoning
Mikulus	9 Patty Ann Court (Lot 6 of Patty Ann Park subdivision)	0.5	R-1 Single Family Residential District

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

Done by order of the Board of Aldermen.

Patricia Smith
Patricia Smith, City Clerk

Appointments will run from 5-28-20 to 4-22-21

Aldermanic Representative Boards and Commissions Assignments

Board of Aldermen President: Alderman John “Rocky” Reitmeyer

Planning and Zoning Commission: Alderman Judy Bateman

Parks, Recreation & Arts Advisory Board:

Focus Groups -

Golf: Alderman Nick Trupiano

Historical: Alderman Patrick Barclay and Alderman Joyce Townsend

Cultural Arts: Alderman Melissa Reimer

Sustainability: Alderman Melissa Reimer and newly elected

Veterans Memorial Commission: Alderman Terri Violet

Senior Advisory Committee: Alderman Nick Trupiano

ORDINANCE NO.

ORDINANCE APPROVING A TIME EXTENSION BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS FOR A SPECIAL USE PERMIT IN THE I-2 HEAVY INDUSTRIAL DISTRICT FOR THE SALE OF USED MOTOR VEHICLES IN RESPONSE TO A REQUEST BY STANGLE INVESTMENTS, LLC (PETITION 19-04)

WHEREAS, on May 23, 2019, Ordinance No. 7143 was passed by the Board of Aldermen in response to Petition 19-04 granting a Special Use Permit to Stangle Investments, LLC to permit used motor vehicle sales; and

WHEREAS, due to delayed construction of the project, commencement of the use has been delayed; and

WHEREAS, Stangle Investments, LLC is requesting a one hundred eighty day (180) extension to begin construction of said convenience stores and gas stations; and

WHEREAS, in Section D.2. of the Special Use Permit, the Board of Aldermen may, upon request, grant a time extension to Stangle Investments, LLC; and

WHEREAS, the Board of Aldermen finds that it is the best interest of the inhabitants of the City of St. Peters to grant said extension.

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

SECTION 1. The Board of Aldermen of the City of St. Peters, Missouri, does hereby approve a one hundred eighty day (180) time extension, as requested, for the Special Use Permit granted to Stangle Investments, LLC to operate at the subject site, to wit:

LEGAL DESCRIPTION

LOT 2 OF ST. PETERS TRADE CENTER AS RECORDED IN BOOK 28 PAGE 173 AT THE ST CHARLES COUNTY RECORDER'S OFFICE

and states it will not adversely affect the character or the traffic conditions of the surrounding area, nor adversely affect the public utility facilities, that this Special Use

complies with the Comprehensive Plan of the City and with other matters pertaining to the general welfare of its residents.

SECTION 2. Savings Clause

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

SECTION 3. Severability Clause

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

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

Read two times, passed, and approved this 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS, MISSOURI; TITLE IV: LAND USE PERTAINING TO ZONING AND PROPERTY WITHIN SAID CITY IN RESPONSE TO REZONING PETITION NUMBER RZ 20-02 LOU FUSZ MOTOR COMPANY BY MAKING CERTAIN CHANGES IN THE DESIGNATED DISTRICTS IN CERTAIN SECTIONS OF SAID CITY

WHEREAS, by Petition Number RZ 20-02 Lou Fusz Motor Company the Board of Aldermen was requested to make a certain change in the Zoning Ordinances of the City; and

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri did first refer this Petition to the City's Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission did hold a Public Hearing on this proposed change; and

WHEREAS, at the Public Hearing persons in interest and citizens were given an opportunity to be heard on this proposed change; and

WHEREAS, said Planning and Zoning Commission did consider this Petition and did recommend approval to the Board of Aldermen.

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

SECTION 1.

Certain sections of the St. Peters City Code, Title IV: Land Use are hereby amended by making the following changes in the Zoning District Map, which map is on file in the Office of the City Clerk, to rezone a 3.38 +/- acre tract from C-3 General Commercial District to Commercial Planned District (CPD), which is described in Exhibit A (the "Property").

SECTION 2. The Property shall comply with the following development criteria:

A. Lou Fusz Motor Company ("Applicant") and Lou Fusz Properties LLC ("Owner") will operate the Planned Commercial Development in accordance with the Site Development Plan filed with the City as described in Exhibit B attached hereto, or in accordance with a revised Site Development Plan, if any such revision be proposed by Applicant or Property Owner, its successors or assigns, and subsequently be approved by the City, all in conformance with the then controlling sections of the Municipal Code of the City of St. Peters, Missouri (the "City Code").

B. The Applicant or Property Owner will provide the City with all information required by the appropriate sections of the City Code for a Planned Commercial Development, and if any information is inadvertently omitted it will be provided upon request, as soon as it may reasonably be obtained.

C. The Applicant and Owner of the Premises, may use the Premises for the sale, barter, exchange or rental of new or used motor vehicles, suvs, and light trucks in addition to all permitted uses in the C-3 General Commercial District.

D. The parking of vehicles may only be conducted as part of a used car operation. In addition, the vehicles from related motor vehicle sales operations may be parked at the site in striped parking spaces.

E. No vehicle parked on the property shall be in disrepair or damaged including but not limited to, broken glass, deflated tires, substantially damaged body panels, substantial rust, etc.

F. The vehicle inventory/display parking area shall be generally as shown on the site plan in Exhibit B.

G. The auctioning of used motor vehicles from the site is not permitted.

H. The repair, maintenance, and conditioning of vehicles shall only be conducted inside the building.

I. Building Design.

1. Architectural treatment of the building shall be in compliance with the elevation shown in Exhibit C attached hereto. Substantive changes to the building shall first be approved by the Planning and Zoning Commission. Minor changes shall be as approved by the Planning Department.

J. The Property Owner shall comply with all requirements of the Zoning and Subdivision Regulations of the City Code and any other city, state, or federal regulations that are applicable unless otherwise stated herein.

K. All rights and responsibilities identified herein with respect to Property Owner shall be the sole responsibility and rights of Property Owner or its successors and assignees.

L. Any new electric service shall be installed underground per St. Peters City Code.

M. The City hereby approves the Site Development Plan as attached to this Ordinance, subject to the qualifications contained herein

N. Any improvements shall be constructed to meet all applicable state and local codes and shall comply with all of the City's applicable Ordinances.

SECTION 3. Savings.

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 any manner connected with the subject matter hereof.

SECTION 4. Severability.

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

SECTION 5. 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 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

Exhibit A

Legal Description

A part of a tract of land conveyed to the City of St. Peters, located in Fractional Section 28 and United States Survey No. 735, Township 47 North, Range 4 East, as recorded in Book 1699, Page 1458 in the St. Charles County Recorder's Office, being more particularly described as follows:

Commencing at the southwest corner of the above tract of land, said point being on the north right-of-way line of I-70; thence along said north right-of-way line, North 82 degrees 31 minutes 28 seconds East a distance of 0.36 feet to a point; thence, continuing along said north right-of-way line, South 84 degrees 57 minutes 55 second East a distance of 136.55 feet to the true point of beginning; thence, leaving said north right-of-way line, North 26 degrees 36 minutes 27 seconds East a distance of 92.28 feet to a point; thence North 63 degrees 23 minutes 33 seconds West a distance of 10.00 feet to a point; thence along a curve to the left having a radius of 803.94 feet, an arc length of 291.45 feet, a chord that bears North 16 degrees 13 minutes 19 seconds East, a chord distance of 289.85 feet to a point; thence North 46 degrees 40 minutes 44 seconds East a distance of 40.00 feet to a point; thence South 88 degrees 19 minutes 16 seconds East a distance of 183.80 feet to a point; thence along a curve to the right having a radius of 120.00 feet, an arc length of 207.55 feet, a chord that bears South 38 degrees 46 minutes 19 seconds East, a chord distance of 182.63 feet to a point; thence South 10 degrees 46 minutes 39 seconds West a distance of 247.59 feet to a point; thence South 63 degrees 8 minutes 47 seconds West a distance of 139.06 feet to a point on the north right-of-way line of I-70, thence, continuing along said north right-of-way line, North 77 degrees 2 minutes 32 seconds West a distance of 269.25 feet to a point; thence, continuing along said north right-of-way line, North 84 degrees 57 minutes 55 seconds West a distance of 7.82 feet to the point of beginning.

Exhibit B

Site Development Plan

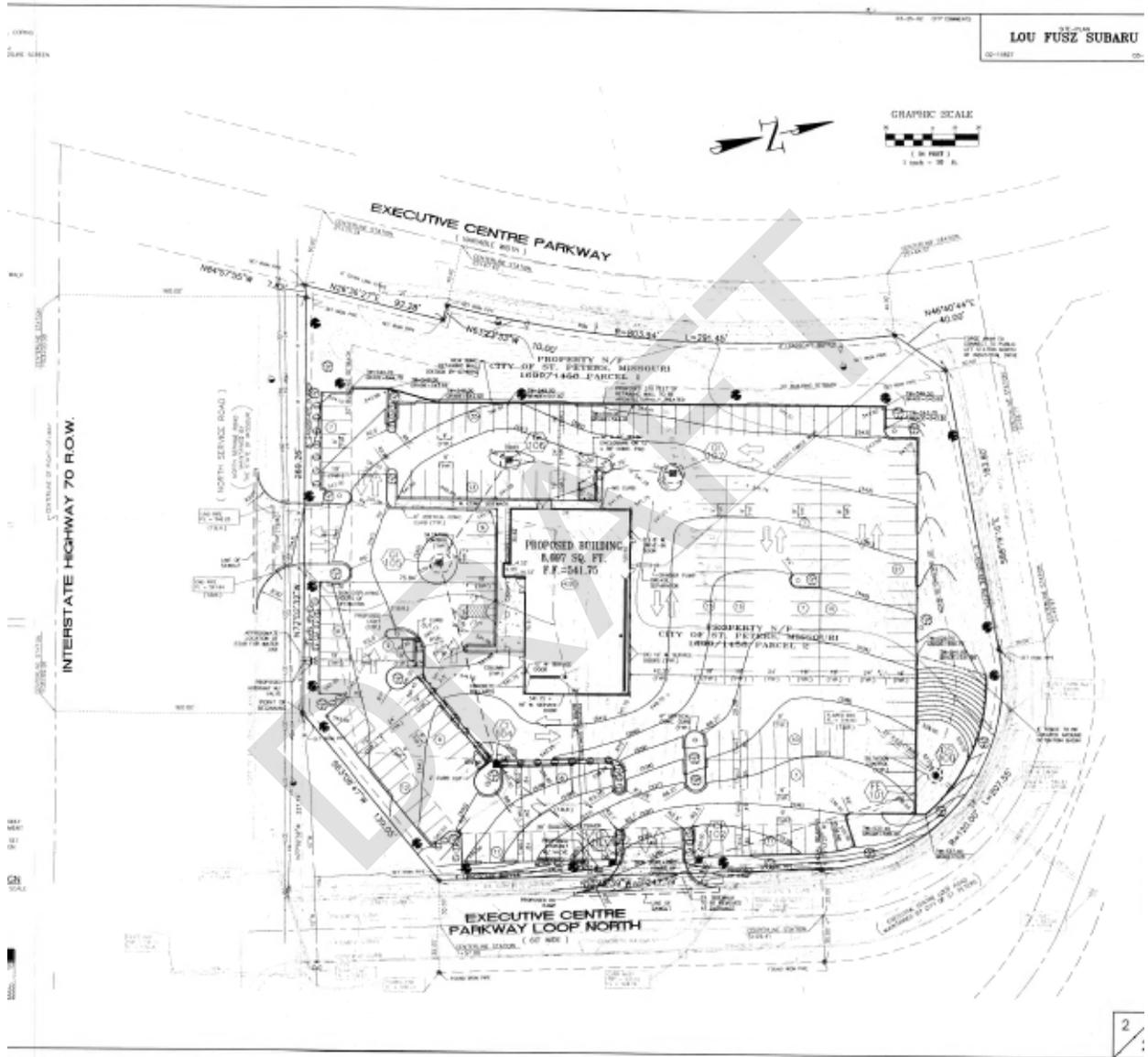


Exhibit C

Architectural Elevations



ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A PLANNED URBAN DEVELOPMENT AGREEMENT WITH STEINMANN-JUSTUS PROPERTIES, LLC AND MOOSE LEACH, LLC FOR DEVELOPMENT OF WOODSTONE APARTMENTS

WHEREAS, Steinmann-Justus Properties, LLC, owner, and Moose Leach, LLC, Owner Under Contract, of a tract of land containing 11.087 +/- acres; and

WHEREAS, the applicant is desirous of developing the property for multiple family dwellings; and

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

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a PUD Agreement with Steinmann-Justus Properties, LLC, owner, and Moose Leach, LLC, Owner Under Contract, for development of a tract of land in substantially the form attached hereto and marked as Exhibit A.

SECTION 2. Savings Clause

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

SECTION 3. Severability Clause

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

SECTION 4. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of St. Peters, Missouri.

Read two times, passed, and approved this 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

**PLANNED URBAN DEVELOPMENT AGREEMENT
WOODSTONE APARTMENTS**

THIS PUD DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of May, 2020, by and among the CITY OF ST. PETERS, MISSOURI, a Fourth Class City in the County of St. Charles, Missouri, and a municipal corporation organized and existing under the laws of the State of Missouri (hereinafter collectively referred to as "City") and Steinmann-Justus Properties, LLC. (hereinafter referred to as "Property Owner") and Moose Leach LLC (hereinafter referred to as "Owner Under Contract") (Owner and Owner Under Contract hereinafter sometimes referred to collectively as "Property Owner").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of an approximately 11.087 acre tract of land legally described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and

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

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

WHEREAS, the Property is currently zoned "C-3" General Commercial District, the Property Owner is requesting to amend the zoning of the Property to an "R-3" Multiple-Family Residential Planned Urban Development (PUD) District; and

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

WHEREAS, City, in approving the “R-3” Multiple-Family Residential Planned Urban Development (PUD) District designation for the Property, along with approval of the Development Plan requires that a contract be entered into for the purpose of providing for completion of the Development Plan so approved and restricting the land uses to those indicated in the Development Plan.

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

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

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

5. The City agrees that Property Owner (or its successors in interest) are entitled to develop the Property in conformance with the Development Plan, except that as concerns those matters not addressed therein, Property Owner will comply with the Ordinances of the City.
6. Property Owner agrees that it will develop the Property for multiple-family dwelling uses only as shown on the Development Plan, and Property Owner and City further agree that if construction of the public improvements for the Property is not completed in accordance with the terms of Section 4 hereof and the aforesaid Development Plan, or such extension thereof as may be granted by the City, then the remaining undeveloped portion of the Property may not be developed nor will any building permits be issued unless and until a new Agreement is approved by the City and Property Owner, or unless the undeveloped portion of the Property is first rezoned.
7. City will issue building permits with respect to the Property in as timely a manner as practicable, or will enumerate in writing the reasons, if any, why such permits cannot be issued, so that Property Owner may efficiently pursue completion of the Development Plan within the time frames set forth herein.
8. Property Owner, having to the best of its knowledge provided City with all information required by the appropriate sections of the Zoning Ordinance pertaining to a Planned Urban Development, agrees that any information inadvertently omitted will be provided upon request, as soon as it may reasonably be obtained.
9. The uses permitted on the Property shall include multiple-family dwelling units and accessory recreation facilities including, but not limited to, one (1) clubhouse and pool that shall be constructed on the Property.
10. The dwelling unit density permitted on the Property shall include:
 - a. A maximum of one hundred eighty (180) dwelling units.
 - b. No more than three (3) building may contain more than twelve (12) dwelling units per building, with these three (3) buildings containing no more than twenty-four (24) dwelling units per building.
 - c. No more than forty-eight (48) dwelling units shall contain three bedrooms.
11. The Property shall adhere to the "R-3(A)" Multiple-Family Residential District unit size requirements set forth in the St. Peters City Code.
12. The Property shall contain a clubhouse, pool, and dog park as generally shown on the Development Plan.
13. Building height for the residential dwelling units shall not exceed three (3) stories or forty-six (46) feet in height.

14. Building setbacks shall comply with the setback requirements in the “R-3” Multiple-Family Residential District set forth in the St. Peters City Code.
15. All drive aisles within the Property shall be private.
16. A landscape plan in compliance with the City’s Tree and Landscape Ordinance and as indicated on the Development Plan shall be installed and maintained.
17. All fencing shall be decorative in nature and located as shown on the Development Plan.
18. Development of the Property shall meet the exterior lighting requirements for “R-3” Multiple-Family Residential District as stated in the St. Peters City Code.
19. Building elevations and exterior architectural and building materials shall be as indicated on Exhibit C, attached hereto and incorporated by reference herein.
20. Management of stormwater shall comply with the St. Peters City Code.
21. City trash service shall serve the Property, including recycling services, until such time as not required by the City of St. Peters.
22. All electric service serving the Property shall be run underground unless otherwise waived by the City Engineer.
23. The Property Owner shall construct the Caulks Hill Extension as shown on the Development Plan.
24. The City shall accept for dedication in accordance with City ordinances any public streets, streetlights, water, storm and sanitary sewer main lines serving the Property. Following the installation of all such public improvements on the Property by Property Owner, the City shall inspect the same and provided they conform to the plans and specifications approved by the City for the same, the City shall accept the same for dedication. The City and Property Owner shall enter into a standard escrow agreement for these public improvements whereby Property Owner shall deposit with the City a construction deposit, a sum for grading and restoration, and a maintenance deposit, all in compliance with and pursuant to Section 405.460.F of the St. Peters City Code.
25. Property Owner may, with the prior written approval of the City, assign its rights and obligations under this Agreement in connection with any conveyance of its interest in all or part of the Property to any third party who is not a signatory to this Agreement, provided that (i) any such assignee agrees to assume the Property Owner’s obligations under this Agreement with respect to the Property, (ii) upon such assignment and assumption, Property Owner shall, as relates to the Property, be released from the

terms hereof, and (iii) any assignment of the rights or obligations hereunder shall be in writing and shall be recorded in the records of the Office of the Recorder of Deeds of St. Charles County, Missouri. Anything to the contrary contained herein notwithstanding, this Agreement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, and their successors and assigns.

26. In the event the parties hereto desire to make a non-material change to this Agreement, the City Administrator of the City shall have the power to enter into a written agreement incorporating such change into the Agreement and to bind the City thereby. No amendment or change to this Agreement shall be valid unless the same is in writing, signed by both parties.
27. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
28. The City hereby approves the Development Plan attached to this Agreement as Exhibit B, subject to the qualifications contained herein.
29. Property Owner agrees that all public improvements shall be constructed to meet all applicable state and local codes, and shall comply with all of the City's applicable Ordinances and street construction standards.
30. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any alleged breach or default thereof, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.
31. Time is of the essence with respect to this Agreement.
32. This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements and understandings, if any, between the parties hereto or the predecessors in interest of either of them with respect to the subject matter hereof.
33. City, Owner and Owner Under Contract each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the City Owner, and Owner Under Contract, respectively, except as otherwise specifically set forth herein.

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

CITY OF ST. PETERS, MISSOURI

SEAL

By: _____
Russell W. Batzel, City Administrator

Attest:

Patricia E. Smith, City Clerk

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

On this ____ day of _____, 2020, before me appeared Russell W. Batzel, City Administrator, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its Board of Aldermen; and said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

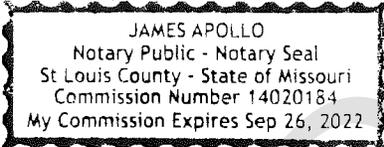
OWNER:
STEINMANN-JUSTUS PROPERTIES, LLC

By: *Larry Steinmann*
Larry Steinmann, Member

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

On this 5 day of May, 2020, before me, James Apollo,
a Notary Public in and for said state, personally appeared LARRY STEINMANN members of
STEINMANN-JUSTUS PROPERTIES, LLC, known to me to be the persons who executed the
within Planned Urban Development Agreement in behalf of said limited liability company, and
acknowledged to me that they executed the same for the purposes therein stated.

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



My Commission Expires:

James Apollo
Notary Public

OWNER UNDER CONTRACT:
MOOSE LEACH, LLC

By: 
John McCarthy

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

On this 4 day of may, 2020, before me, Christina Stephens
Notary Public in and for said state, personally appeared John McCarthy a member of MOOSE
LEACH, LLC, known to me to be the person who executed the within Planned Urban
Development Agreement in behalf of said limited liability company, and acknowledged to me that
he executed the same for the purposes therein stated.

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


Notary Public

My Commission Expires:
3-11-2023

CHRISTINA STEPHENS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. CHARLES COUNTY
MY COMMISSION EXPIRES MAR. 11, 2023
ID #15151675

EXHIBIT A

APRIL 30, 2020

PROPERTY DESCRIPTION FOR
REZONING PURPOSES
0.812 ACRES
BAX PROJECT NO. 17-17065A

A TRACT OF LAND BEING PART OF LOT 7 OF "RESUBDIVISION OF LOT 4 WALMART'S FIRST ADDITION TO THE CITY OF ST. PETERS", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 35 PAGE 286 OF THE ST. CHARLES COUNTY RECORDS AND BEING PART OF FRACTIONAL SECTION 16, TOWNSHIP 46 NORTH, RANGE 4 EAST, CITY OF PETERS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 3 OF "BERLEKAMP SUBDIVISION PLAT 1", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 38 PAGE 399 OF SAID RECORDS WITH THE NORTHEAST RIGHT OF WAY LINE OF CAULKS HILL EXTENSION (60 FEET WIDE), ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3 OF "BERLEKAMP SUBDIVISION PLAT 1"; THENCE WESTWARDLY ALONG THE DIRECT WESTWARDLY PROLONGATION OF SAID NORTH LINE OF LOT 3, NORTH 88 DEGREES 12 MINUTES 12 SECONDS WEST 72.87 FEET TO A POINT; THENCE LEAVING SAID DIRECT WESTWARDLY PROLONGATION, NORTH 32 DEGREES 46 MINUTES 43 SECONDS WEST 1.33 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 57 DEGREES 13 MINUTES 17 SECONDS WEST 400.00 FEET FROM THE LAST MENTIONED POINT AND WHOSE CHORD BEARS NORTH 54 DEGREES 26 MINUTES 56 SECONDS WEST 295.41 FEET, AN ARC DISTANCE OF 302.58 FEET TO A POINT; THENCE NORTH 76 DEGREES 07 MINUTES 09 SECONDS WEST 200.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 13 DEGREES 52 MINUTES 51 SECONDS WEST 39.00 FEET FROM THE LAST MENTIONED POINT AND WHOSE CHORD BEARS SOUTH 69 DEGREES 33 MINUTES 44 SECONDS WEST 43.98 FEET, AN ARC DISTANCE OF 46.72 FEET TO THE EAST RIGHT OF WAY LINE OF WOODSTONE DRIVE (90 FEET WIDE); THENCE NORTHWARDLY ALONG SAID EAST RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 72 DEGREES 14 MINUTES 07 SECONDS WEST 808.94 FEET FROM THE LAST MENTIONED POINT AND WHOSE CHORD BEARS NORTH 13 DEGREES 53 MINUTES 11 SECONDS EAST 109.43 FEET, AN ARC DISTANCE OF 109.51 FEET TO A POINT; THENCE LEAVING SAID EAST RIGHT OF WAY LINE WOODSTONE DRIVE (90 FEET WIDE), ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 82 DEGREES 16 MINUTES 07 SECONDS EAST 39.00 FEET FROM THE LAST MENTIONED POINT AND WHOSE CHORD BEARS SOUTH 41 DEGREES 55 MINUTES 31 SECONDS EAST 43.84 FEET, AN ARC DISTANCE OF 46.55 FEET TO A POINT; THENCE SOUTH 76 DEGREES 07 MINUTES 09 SECONDS EAST 200.05 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS

SOUTH 13 DEGREES 52 MINUTES 51 SECONDS WEST 460.00 FEET FROM THAT LAST MENTIONED POINT AND WHOSE CHORD BEARS SOUTH 54 DEGREES 26 MINUTES 56 SECONDS EAST 339.73 FEET, AN ARC DISTANCE OF 347.96 FEET TO A POINT; THENCE SOUTH 32 DEGREES 46 MINUTES 43 SECONDS EAST 42.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.812 ACRES, ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2020.

THIS DESCRIPTION WAS WRITTEN FOR REZONING PURPOSES ONLY AND SHOULD NOT BE UTILIZED TO CONVEY REAL PROPERTY.

APRIL 30, 2020

PROPERTY DESCRIPTION FOR
REZONING PURPOSES
1.197 ACRES
BAX PROJECT NO. 17-17065A

A TRACT OF LAND BEING PART OF LOT 7 OF "RESUBDIVISION OF LOT 4 WAL-MART'S FIRST ADDITION TO THE CITY OF ST. PETERS", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 35 PAGE 286 OF THE ST. CHARLES COUNTY RECORDS AND BEING PART OF FRACTIONAL SECTION 16, TOWNSHIP 46 NORTH, RANGE 4 EAST, CITY OF PETERS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 3 OF "BERLEKAMP SUBDIVISION PLAT 1", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 38 PAGE 399 OF SAID RECORDS WITH THE NORTHEAST RIGHT OF WAY LINE OF CAULKS HILL EXTENSION (60 FEET WIDE), ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3 OF "BERLEKAMP SUBDIVISION PLAT 1"; THENCE WESTWARDLY ALONG THE DIRECT WESTWARDLY PROLONGATION OF SAID NORTH LINE OF LOT 3, NORTH 88 DEGREES 12 MINUTES 12 SECONDS WEST 72.87 FEET TO THE INTERSECTION OF THE SOUTHWEST RIGHT OF WAY LINE OF CAULKS HILL EXTENSION (60 FEET WIDE) WITH THE NORTH LINE OF LOT 1 OF SAID "BERLEKAMP SUBDIVISION PLAT 1", SAID POINT BEING THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE WESTWARDLY ALONG SAID NORTH LINE OF LOT 1, NORTH 88 DEGREES 12 MINUTES 12 SECONDS WEST 358.86 FEET TO THE EAST LINE OF AFORESAID LOT 7 OF "RESUBDIVISION OF LOT 4 WAL-MART'S FIRST ADDITION TO THE CITY OF ST. PETERS"; THENCE NORTHWARDLY ALONG SAID EAST LINE OF LOT 7, NORTH 01 DEGREES 46 MINUTES 10 SECONDS EAST 145.77 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO STEINMANN-JUSTUS PROPERTIES, LLC ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 6169 PAGE 1497 AS PARCEL 2; THENCE WESTWARDLY ALONG SAID SOUTH LINE OF PARCEL 2 OF THE STEINMANN-JUSTUS PROPERTY, NORTH 82 DEGREES 54 MINUTES 34 SECONDS WEST 134.27 FEET TO THE EAST RIGHT OF WAY LINE OF WOODSTONE DRIVE (90 FEET WIDE); THENCE NORTHWARDLY ALONG SAID EAST RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 69 DEGREES 50 MINUTES 23 SECONDS WEST 808.94 FEET FROM THE LAST MENTIONED POINT

AND WHOSE CHORD BEARS NORTH 18 DEGREES 57 MINUTES 45 SECONDS EAST 33.82 FEET, AN ARC DISTANCE OF 33.82 FEET TO A POINT; THENCE LEAVING SAID EAST RIGHT OF WAY LINE WOODSTONE DRIVE (90 FEET WIDE), ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 54 DEGREES 45 MINUTES 22 SECONDS EAST 39.00 FEET FROM THE LAST MENTIONED POINT AND WHOSE CHORD BEARS NORTH 69 DEGREES 33 MINUTES 44 SECONDS EAST 43.98 FEET, AN ARC DISTANCE OF 46.72 FEET TO A POINT; THENCE SOUTH 76 DEGREES 07 MINUTES 09 SECONDS EAST 200.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 13 DEGREES 52 MINUTES 51 SECONDS WEST 400.00 FEET FROM THE LAST MENTIONED POINT AND WHOSE CHORD BEARS SOUTH 54 DEGREES 26 MINUTES 56 SECONDS EAST 295.41 FEET, AN ARC DISTANCE OF 302.58 FEET TO A POINT; THENCE SOUTH 32 DEGREES 46 MINUTES 43 SECONDS EAST 1.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.197 ACRES, ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2020.

THIS DESCRIPTION WAS WRITTEN FOR REZONING PURPOSES ONLY AND SHOULD NOT BE UTILIZED TO CONVEY REAL PROPERTY.

APRIL 30, 2020

PROPERTY DESCRIPTION FOR
REZONING PURPOSES
9.078 ACRES
BAX PROJECT NO. 17-17065A

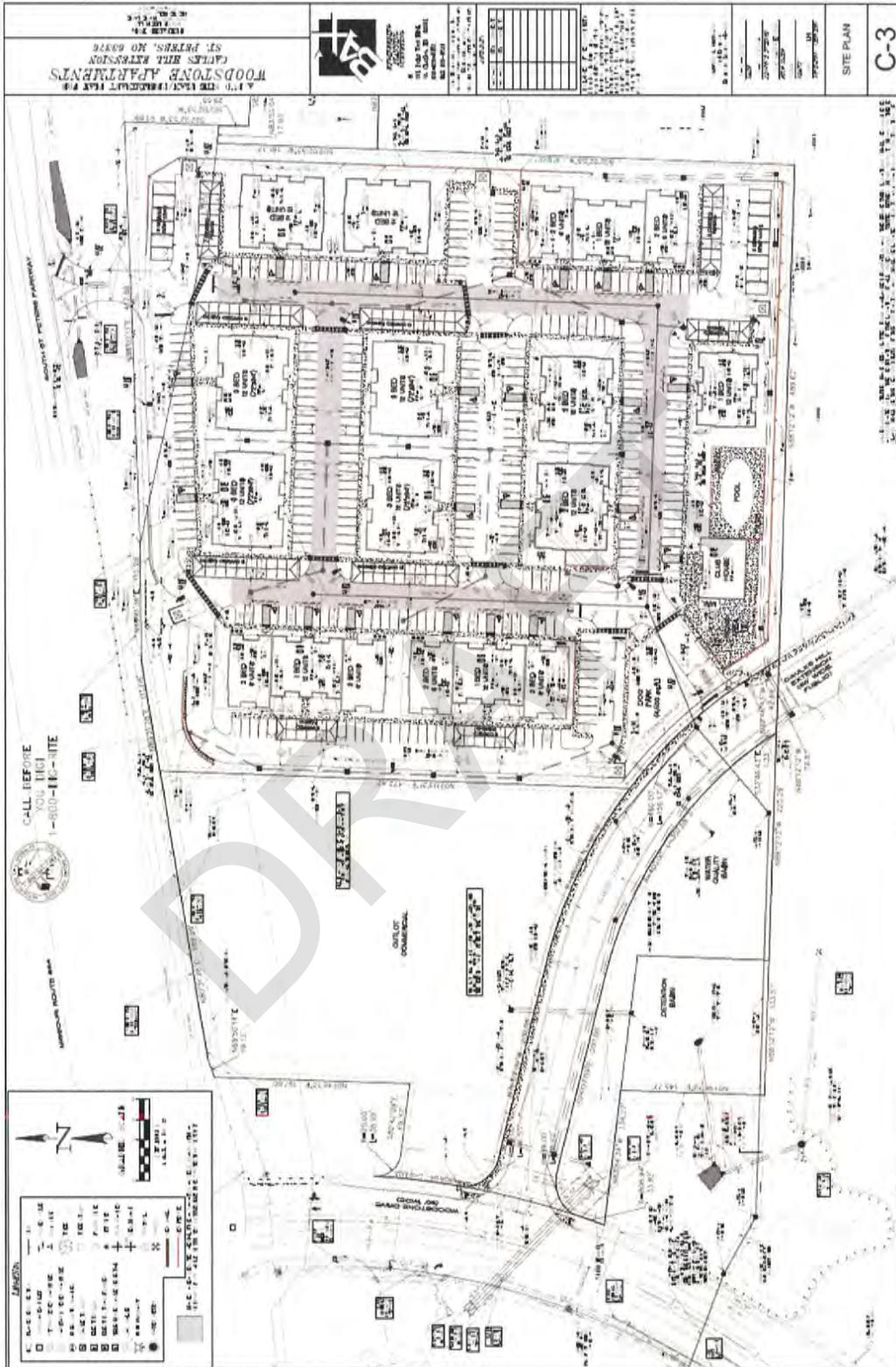
A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 16, TOWNSHIP 46 NORTH, RANGE 4 EAST, CITY OF PETERS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 3 OF "BERLEKAMP SUBDIVISION PLAT 1", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 38 PAGE 399 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTHEAST RIGHT OF WAY LINE OF CAULKS HILL EXTENSION (60 FEET WIDE), ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3 OF "BERLEKAMP SUBDIVISION PLAT 1"; THENCE LEAVING SAID NORTH LINE OF LOT 3, NORTH 32 DEGREES 46 MINUTES 43 SECONDS WEST 42.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 57 DEGREES 13 MINUTES 17 SECONDS WEST 460.00 FEET FROM THE LAST MENTIONED POINT AND WHOSE CHORD BEARS NORTH 42 DEGREES 30 MINUTES 16 SECONDS WEST 155.42 FEET, AN ARC DISTANCE OF 156.17 FEET TO A POINT; THENCE NORTH 02 DEGREES 03 MINUTES 21 SECONDS EAST 472.42 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE 364 (WIDTH VARIES), SAID POINT BEING 262.61 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI ROUTE 364 CENTERLINE STATION 621+32.90; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE 364 THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 31 MINUTES 28 SECONDS EAST 111.08 FEET TO A POINT BEING 261.40 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI ROUTE 364

CENTERLINE STATION 622+43.97; AND NORTH 89 DEGREES 31 MINUTES 36 SECONDS EAST 115.28 FEET TO A POINT BEING 278.20 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI ROUTE 364 CENTERLINE STATION 623+58.02; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE 364, NORTH 88 DEGREES 17 MINUTES 41 SECONDS EAST 417.75 FEET TO THE INTERSECTION OF THE AFORESAID SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE 364 WITH THE WEST LINE OF PROPERTY CONVEYED TO THE NORMAN F. LIENEMANN REVOCABLE LIVING TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 6023 PAGE 2146 OF SAID RECORDS, SAID POINT BEING 330.18 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI ROUTE 364 CENTERLINE STATION 627+72.52; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE 364 THE FOLLOWING COURSES AND DISTANCES: SOUTH 02 DEGREES 03 MINUTES 11 SECONDS WEST 91.76 FEET TO A POINT BEING 420.28 FEET PERPENDICULARLY SOUTH OF MISSOURI ROUTE 364 CENTERLINE STATION 627+55.16; AND ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 05 DEGREES 44 MINUTES 49 SECONDS EAST 1532.37 FEET FROM THE LAST MENTIONED POINT AND WHOSE CHORD BEARS NORTH 83 DEGREES 55 MINUTES 04 SECONDS WEST 17.93 FEET, AN ARC DISTANCE OF 17.93 FEET TO A POINT BEING 415.66 FEET PERPENDICULARLY DISTANT SOUTH OF MISSOURI ROUTE 364 CENTERLINE STATION 627+37.84, SAID POINT BEING IN THE DIRECT NORTHWARDLY PROLONGATION OF THE WEST LINE OF PROPERTY CONVEYED TO THE KEVIN R. PLACKEMEIER AND CYNTHIA J. PLACKEMEIER REVOCABLE TRUST DATED APRIL 20, 2016 ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 6594 PAGE 1166 OF SAID RECORDS; THENCE SOUTHWARDLY ALONG SAID DIRECT NORTHWARDLY PROLONGATION OF THE WEST LINE OF THE PLACKEMEIER PROPERTY, ALONG THE WEST LINE OF SAID PLACKEMEIER PROPERTY, ALONG THE WEST LINE OF PROPERTY CONVEYED TO AGS MAINTENANCE CORPORATION ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 3833 PAGE 2102, ALONG THE WEST LINE OF PROPERTY CONVEYED TO KENNETH J. AND ELIZABETH A. HOLTMEYER ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 1034 PAGE 1905, AND ALONG THE DIRECT SOUTHWARDLY PROLONGATION THEREOF, SOUTH 02 DEGREES 02 MINUTES 53 SECONDS WEST 580.17 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO AROGAS, INC ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 1035 PAGE 1432 OF SAID RECORDS AS PARCEL 3; THENCE WESTWARDLY ALONG SAID NORTH LINE OF THE AROGAS PROPERTY, ALONG THE NORTH LINE OF PROPERTY CONVEYED TO AROGAS, INC. ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 5459 PAGE 1555, AND ALONG THE NORTH LINE OF AFORESAID LOT 3 OF "BERLEKAMP SUBDIVISION PLAT 1", NORTH 88 DEGREES 12 MINUTES 12 SECONDS WEST 489.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.078 ACRES, ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2020.

THIS DESCRIPTION WAS WRITTEN FOR REZONING PURPOSES ONLY AND SHOULD NOT BE UTILIZED TO CONVEY REAL PROPERTY.

EXHIBIT B - CONTINUED



SITE PLAN
 C-3

EXHIBIT B - CONTINUED



EXHIBIT C

BUILDING ELEVATIONS



EXHIBIT C – CONTINUED



EXHIBIT C – CONTINUED



EXHIBIT C – CONTINUED

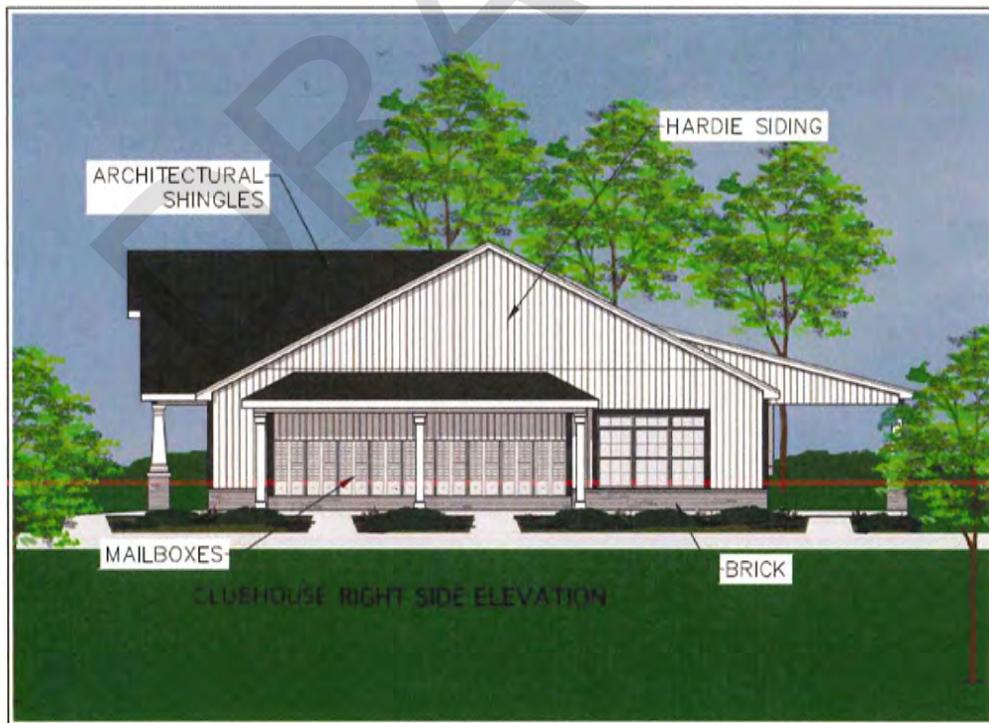
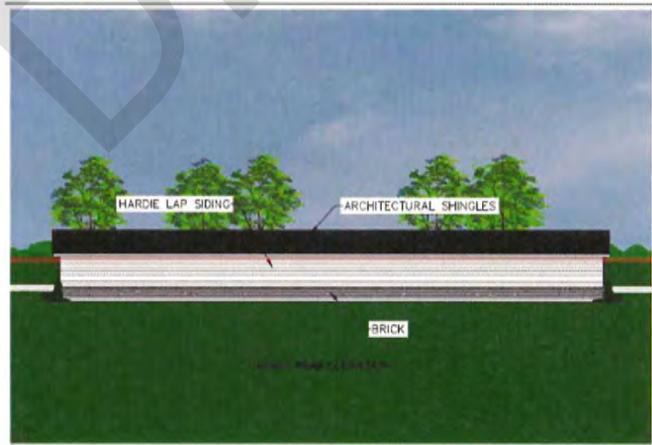
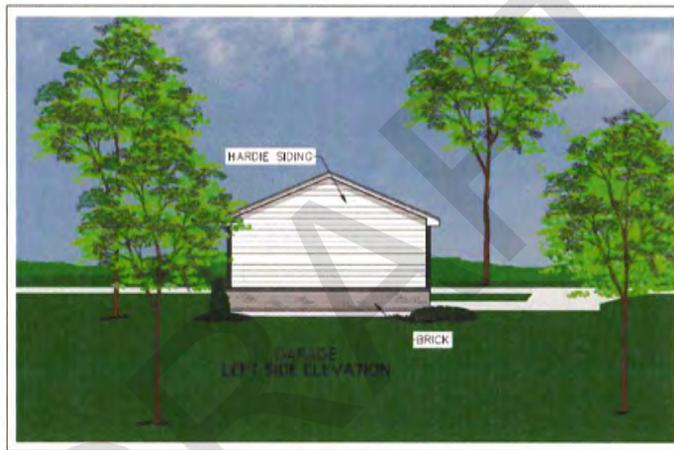
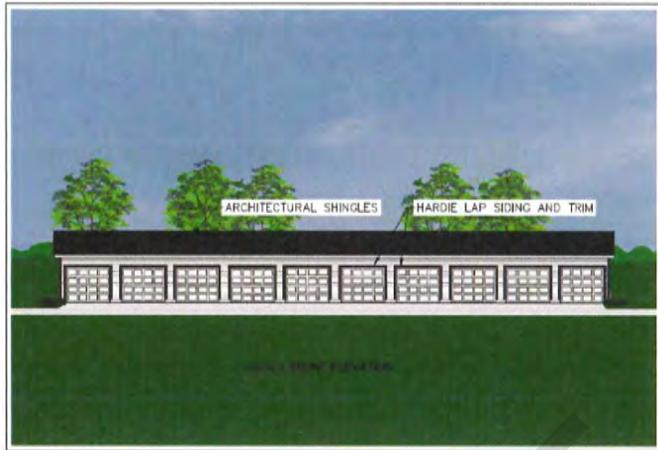


EXHIBIT C – CONTINUED



ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE: (1) A CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG FWCD, LLC, A MISSOURI LIMITED LIABILITY COMPANY, WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, AND THE CITY OF ST. PETERS, MISSOURI; AND (2) A CERTAIN AMENDMENT TO MUNICIPAL SOLID WASTE TRANSFER AND DISPOSAL AGREEMENT BY AND AMONG WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, THE CITY OF ST. PETERS, MISSOURI, AND CHAMP LANDFILL COMPANY, LLC, A MISSOURI LIMITED LIABILITY COMPANY

WHEREAS, the City and FWCD, LLC (“FWCD”) entered into a certain Municipal Solid Waste Transfer and Disposal Agreement dated January 24, 2008 (the “Agreement”); and

WHEREAS, Meridian Waste Missouri, LLC, a Missouri limited liability company is the sole member of FWCD and FWCD presently owns all of the Contractor’s right, title and interest in and to the Agreement; and

WHEREAS, FWCD desires to assign to Waste Connections of Missouri, Inc., a Missouri corporation (“Waste Connections”), and Waste Connections desires to assume from FWCD all of FWCD’s rights, title, interests and obligations in, to and under the Agreement, which assignment and assumption the City is willing to consent to pursuant to Section 15 of the Agreement; and

WHEREAS, contemporaneous with the execution of the Assignment, the City and Waste Connections are desirous of entering into a certain Amendment to the Municipal Solid Waste Disposal and Transfer Agreement.

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

SECTION NO. 1. Assignment of and Amendment to Municipal Solid Waste Disposal and Transfer Agreement.

A. That the form, terms and provisions of the Assignment and Assumption Agreement (the “Assignment”) 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 Assignment in substantially the form attached hereto.

B. That the form, terms and provisions of the Amendment to Municipal Solid Waste Transfer and Disposal Agreement (the “Amendment”) attached hereto, marked as Exhibit “B”, 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 Amendment in substantially the form attached hereto.

C. 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 Assignment and the Amendment, and to perform all of the terms, provisions and conditions of the Assignment and the Amendment. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance or in the Assignment or the Amendment 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 28th day of May, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

EXHIBIT A

[On file in Office of the City Clerk]

DRAFT

EXHIBIT B

[On file in Office of the City Clerk]

DRAFT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Assignment”) is made and entered into as of 12:01 a.m. on June 1, 2020 (the “Effective Date”), by and among FWCD, LLC, a Missouri limited liability company (“Assignor”), WASTE CONNECTIONS OF MISSOURI, INC., a Missouri corporation (“Assignee”), and the CITY OF ST. PETERS, MISSOURI, a fourth class city and political subdivision of the State of Missouri (“City”) (each hereinafter also referred to as a “Party” and collectively as the “Parties”).

RECITALS

- A. WHEREAS, the City and FWCD, LLC entered into the certain Municipal Solid Waste Transfer and Disposal Agreement dated January 24, 2008 (the “Agreement”); and
- B. WHEREAS, Meridian Waste Missouri, LLC, a Missouri limited liability company (“Meridian”) is the sole member of Assignor and Assignor presently owns all of FWCD, LLC’s right, title and interest in and to the Agreement; and
- C. WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor all of Assignor’s rights, title, interests and obligations in, to and under the Agreement, which assignment and assumption the City is willing to consent to pursuant to Section 15 of the Agreement.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignment and Assumption. As of the Effective Date, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET-OVER, and DELIVER unto Assignee the Agreement, including without limitation, all causes of action existing or arising thereunder, if any, and all the rights, interests, benefits and obligations of every kind and description whatsoever belonging to or accruing to the benefit of Assignor under the Agreement.

Assignee hereby assumes and agrees to perform all of the terms, covenants, conditions and obligations required to be performed on the part of Assignor under the Agreement, from and after the Effective Date hereof, but not prior thereto. Assignee hereby agrees to indemnify, defend, save and hold harmless Assignor from and against any and all losses, liabilities, claims, or causes of action (including attorney’s fees incurred in the enforcement of this indemnification and otherwise) arising out of or related to Assignee’s failure to perform any of the obligations of Assignor under the Agreement from and after the Effective Date.

Assignor covenants and agrees to indemnify, defend, save and hold harmless Assignee from and against any and all losses, liabilities, claims, or causes of action (including attorneys’ fees incurred in the enforcement of this indemnification and otherwise) arising out of or related to

Assignor's failure to perform any of Assignor's obligations under the Agreement that accrued or became performable, due or owing prior to the Effective Date.

2. Consent. The City hereby consents to this Assignment pursuant to the provisions of Section 15 of the Agreement. Assignor, Assignee and the City agree that: (a) except as expressly pursuant to paragraph 3 below, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect on and after the Effective Date, and (b) the City's consent to this Assignment shall not be considered as a novation of the Agreement.

3. Contingent. Notwithstanding anything herein to the contrary, this Assignment is contingent upon, and shall not be binding upon the Parties unless and until Assignee and the City enter into, contemporaneously herewith, a certain Amendment to Municipal Solid Waste Transfer and Disposal Agreement upon terms and conditions that are mutually agreeable to each of Assignee and the City. Nothing herein shall require Assignee or the City to enter into such an amendment. If Assignee and the City do not enter into such an amendment contemporaneously herewith, then this Assignment shall without further action of the Parties be deemed null and void and of no further force or effect.

4. Governing Law. This Assignment shall be construed under the laws of the State of Missouri without regard to conflicts of law provisions.

5. Successors. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and may be modified only in writing, signed by the City, Assignor and Assignee, or their respective successors or assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts by the Parties. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding that less than all of the Parties may have executed it. Facsimile signatures or electronic shall be as effective as original signatures.

7. Authorization and Capacity. Each Party represents to the other that it has the full right, power and authority to enter into this Assignment and to fully perform its obligations hereunder. Each person executing this Assignment warrants and represents that each has the authority to execute this Assignment in the capacity stated and to bind such party hereto. Each Party will furnish to the other copies of such corporate resolutions, certificates and agreements as the other may reasonably require in order to confirm such authority and capacity of each Party and of the persons who have executed this Assignment on its behalf.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

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

CITY:

CITY OF ST. PETERS, MISSOURI

By: _____

Name: Russell W. Batzel

Its: City Administrator

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

On this ____ day of _____, 2020, before me, _____, a Notary Public in and for said state, personally appeared Russell W. Batzel, City Administrator, of the City of St. Peters, Missouri, a political subdivision of the State of Missouri, known to me to be the person who executed the within Assignment in behalf of said political subdivision, and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires:

**AMENDMENT
TO
MUNICIPAL SOLID WASTE TRANSFER AND DISPOSAL AGREEMENT**

This Amendment to Municipal Solid Waste Transfer and Disposal Agreement (“Amendment”) is made and entered into as of 12:01 a.m. on June 1, 2020 (the “Effective Date”), by and among WASTE CONNECTIONS OF MISSOURI, INC., a Missouri corporation (“Contractor”), the CITY OF ST. PETERS, MISSOURI, a fourth class city and political subdivision of the State of Missouri (the “City”), and CHAMP LANDFILL COMPANY, LLC, a Missouri limited liability company (“Champ”); provided, however, Champ is signing this Amendment for the sole purpose of agreeing to the provisions in Section 16 of this Amendment. Contractor and the City are each individually referred to herein as a “Party” and collectively as the “Parties”. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS

A. WHEREAS, the City and FWCD, LLC, a Missouri limited liability company (“FWCD”), entered into a certain Municipal Solid Waste Transfer and Disposal Agreement dated January 24, 2008 (the “Agreement”); and

B. WHEREAS, Meridian Waste Missouri, LLC, a Missouri limited liability company (“Meridian”) is the sole member of FWCD, and FWCD presently owns all of Contractor’s right, title and interest in and to the Agreement as defined therein; and

C. WHEREAS, contemporaneous with the execution of this Amendment, FWCD and Contractor are entering into a certain Assignment and Assumption Agreement by which FWCD is assigning to Contractor, and Contractor is assuming, all of FWCD’s rights, title, interests and obligations in, to and under the Agreement, which assignment and assumption the City is willing to consent to pursuant to Section 15 of the Agreement; and

D. WHEREAS, the Parties desire to amend the Agreement as specified herein.

AMENDMENTS

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the premises and obligations as set forth in this Amendment, and other good and valuable consideration, the receipt and adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Recitals. The Recitals to this Amendment are hereby incorporated by reference herein, and form a material part of this Amendment. The recitals to the Agreement are hereby amended by adding thereto the following recital after the last recital contained therein:

“WHEREAS, Champ Landfill Company, LLC now owns and operates the landfill that was previously known as the “Fred Weber Landfill” and that is located at or about 2305 Creve Coeur Mill Road, Maryland Heights, MO 63043.”

2. Amendment to References to “Fred Weber Landfill”. Except in the recitals, all references to “Fred Weber Landfill” throughout the Agreement are hereby deleted and replaced in lieu thereof with “Champ Landfill”.

3. Amendment to Section 1.04. Section 1.04 of the Agreement is hereby amended and restated in its entirety to read as follows:

“1.04 “Contractor” shall mean Waste Connections of Missouri, Inc., a Delaware corporation.”

4. Amendment to Section 1.06. Section 1.06 of the Agreement is hereby amended and restated in its entirety to read as follows:

“1.06 “Champ Landfill” or “Landfill” shall mean the landfill owned, operated and maintained by Champ and located at or about 2305 Creve Coeur Mill Road, Maryland Heights, MO 63043,” and more particularly described on Exhibit A attached to this Amendment.”

5. Amendment to Section 4. The following is hereby added at the end of Section 4:

“4.04 Transfer Trailer Weight. Notwithstanding anything herein to the contrary, in no event shall the City load a Transfer Trailer with more than the weight of Solid Waste legally permitted to be transported over any road, street, thoroughfare, highway, interstate or other passage which Contractor uses in its reasonable discretion. The City shall be responsible for any overweight citations resulting from the overloading of any Transfer Trailer.”

6. Amendments to Section 10.01 A. The reference in Section 10.01 A. to “\$22.50” is hereby deleted and replaced with “\$25.83 per ton (\$22.57 fee + \$3.26 tax).” The reference in Section 10.01 A. to “\$4.50” is hereby deleted and replaced with “\$5.36 per ton.” The following is hereby added at the end of Section 10.01 A.:

“The City agrees that Contractor may request an increase in the fee per ton of Solid Waste transported and charged to the City by Contractor in the event the State of Missouri or St. Louis County, Missouri, shall impose a new tax, fee, or other assessment upon Contractor for hauling Solid Waste on public roads within their respective jurisdiction. Upon receipt of such a request from Contractor, the City shall have thirty (30) days thereafter to consider the Contractor’s request. In the event the City should reject the requested fee increase, then Contractor shall have the right, for thirty (30) days after receipt of such rejection, to terminate this Agreement on ninety (90) days prior written notice to City.”

7. Amendment to Section 13. The principal amount of the performance bond to be purchased by Contractor is hereby amended to be \$2,000,000, to be renewed annually, with all other terms and provisions of Section 13 to remain the same.

8. Amendment to Section 14.01. Section 14.01 is hereby amended by deleting the same in its entirety and inserting in lieu thereof the following:

“14.01 Contractor Indemnity. Contractor shall indemnify, defend and hold harmless the City from all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the City for any injuries or damages to the extent caused by or arising from the negligent acts or omissions, or intentional or reckless misconduct of Contractor, its servants, or agents incurred in performance of this Agreement. Contractor shall indemnify, defend and hold harmless the City from any and all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the City for any injuries or damages to the extent caused by or arising from any infringement, alleged infringement, or use of any patent, patented device, article, system, arrangement, material, or process used by Contractor in its performance of this Agreement. Contractor agrees to indemnify, defend and hold harmless the City from and against all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the City for injuries or damages arising from, or for removal, remedial or corrective actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any comparable state law, except to the extent caused by the negligent acts or omissions, or intentional or reckless misconduct of the City, or its employees, agents, representatives or contractors (other than Contractor). ”

9. Amendments to Section 14.02 A.

Section 14.02 A.1. is hereby deleted in its entirety and replaced with the following:

“Worker’s Compensation for statutory limits in accordance with applicable law and Employers Liability limits of \$1,500,000 per accident.”

Section 14.02 A.2. is hereby amended by adding thereto the following:

“h. Pollution Liability.

And deleting therefrom the last sentence and replacing the same with the following:

The above policy(ies) shall be written with limits of at least \$2,000,000 each occurrence and \$5,000,000 aggregate, except for Pollution Liability which shall be \$5,000,000 per occurrence and \$5,000,000 aggregate.”

Section 14.02 A.3. is hereby deleted in its entirety, and replaced with the following:

“Business Motor Vehicle Policy (Comprehensive Motor Vehicle Liability Insurance) providing coverage for all owned, non-owned, and hired vehicles. Minimum limits to be at least \$5,000,000, combined single limit, for Bodily Injury Liability and Property Damage Liability.”

10. Amendment to Section 14.02 B. Section 14.02 B is hereby deleted in its entirety.

11. Amendment to Section 14.02 C.1.a. Section 14.02 C.1.a. is hereby deleted in its entirety and replaced with the following:

“1. Comprehensive General Liability, Business Motor Vehicle Liability and Pollution Liability Coverages

a. The City, its officers, officials, employees and agents are to be COVERED AS ADDITIONAL INSUREDS under the Comprehensive General Liability, Business Motor Vehicle Liability and Pollution Liability Coverages provided for in Section 14.02 A. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or agents.”

12. Amendment to Section 14.02 E. Section 14.02 E is hereby deleted in its entirety and replaced with the following:

“Contractor shall furnish the City with certificates of insurance and an additional insured endorsement (“AIE”) issued by each applicable insurance carrier to evidence the coverages required in Section 14.02 A., 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 by the City before the Effective Date of this Amendment.”

13. Amendment to Section 14.03. Section 14.03 is hereby deleted in its entirety and replaced with the following:

“City Indemnity. City shall indemnify, defend and hold harmless the Contractor from all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the Contractor for any injuries or damages to the extent caused by or arising from the negligent acts or omissions, or intentional misconduct of City, its servants or agents incurred in performance of this Agreement. The City agrees to indemnify, defend and hold harmless the Contractor from and against all claims, demands, suits, actions or liability (including attorneys’ fees and expenses), asserted against Contractor for injuries or damages arising from or for removal, remedial or corrective actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or comparable state law incurred as the result of the City’s activities under this Agreement, except to the extent caused by the negligent acts or omissions, or intentional or reckless misconduct of the Contractor, Champ, or their employees, agents, representatives or contractors (other than Contractor); provided however anything to the contrary contained in this Agreement 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 City by statute or common law.”

14. Amendment to Section 16. Section 16 is hereby amended to replace the “If to Contractor” information with the following:

“If to Contractor:

Waste Connections of Missouri, Inc.
Attn: Manager
196 NW Industrial Ct.
Bridgeton, MO 63044

With a copy to:

Waste Connections US, Inc.
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380”

15. Existing Guaranty. Contractor has no obligations, liabilities or responsibilities relating to the provisions in Section 22 of the Agreement. The City hereby agrees that any existing guaranty established pursuant to or in connection with the Agreement is the sole responsibility of the City to obtain, maintain and enforce. Notwithstanding anything to the contrary in the Agreement, and without limiting the breadth of the foregoing, Contractor does not have any obligation to cause Guarantor to execute the Unconditional Guaranty with Waiver of Defenses and does not have any filing obligations related thereto.

16. Champ Landfill Representations, Warranties and Agreement. Champ acknowledges that Contractor and the City would not enter into this Amendment without the following representations, warranties and agreements of Champ, and that a direct benefit will accrue to Champ by the Agreement. In order to induce the Parties to enter into this Amendment, Champ warrants and represents to the Parties that at all times during the term of the Agreement, it shall (a) have lined, Subtitle D Approved Landfill Cells available at the Champ Landfill sufficient to dispose of six (6) months minimum average annual tonnage of the City's Solid Waste received by Contractor from the Transfer Facilities, and (b) maintain liability insurance coverages in accordance with Sections 14.02.A.2. and A.3., and Sections 14.02 C., D. and E. Additionally, Champ agrees to indemnify, defend and hold harmless the City from and against any and all claims, demands, suits, actions or liability (including attorneys' fees and expenses) asserted against the City for injuries or damages arising from, or for removal, remedial or corrective actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any comparable state law, except to the extent caused by the negligent acts or omissions, or intentional or reckless misconduct of the City, or its employees, agents, representatives or contractors (other than Contractor). The Parties acknowledge and agree that Champ is signing this Amendment for the sole purpose of agreeing to the representations, warranties and provisions of this Section of the Amendment, and is not otherwise a party to the Agreement.

17. Contingent. Notwithstanding anything herein to the contrary, this Amendment is contingent upon, and shall not be binding upon the Parties or Champ unless and until, Contractor, the City and FWCD enter into an Assignment and Assumption Agreement simultaneously with the execution of this Amendment and upon terms and conditions that are mutually agreeable to each of Contractor, the City and FWCD. Nothing herein shall require Contractor, the City or FWCD to enter

into such Assignment and Assumption Agreement. If Contractor, the City and FWCD do not enter into such Assignment and Assumption Agreement on or before June 1, 2020, then any Party hereto may void this Amendment upon written notice to the other Party and Champ.

18. Governing Law. This Amendment shall be construed under the laws of the State of Missouri without regard to conflicts of law provisions.

19. Successors. This Amendment shall be binding upon and inure to the benefit of the Parties and Champ, and their respective successors and assigns, and may be modified only in writing, signed by the Parties and Champ with respect to Section 12 hereof, or their respective successors or assigns.

20. Counterparts. This Amendment may be executed in one or more counterparts by the Parties and Champ. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding that less than all of the Parties and Champ may have executed it. Facsimile signatures or electronic shall be as effective as original signatures.

21. Authorization and Capacity. Each Party and Champ represents to the other that it has the full right, power and authority to enter into this Amendment and to fully perform its obligations hereunder. Each person executing this Amendment warrants and represents that each has the authority to execute this Amendment in the capacity stated and to bind such party hereto. Each Party and Champ will furnish to the other Parties copies of such corporate resolutions, certificates and agreements as the other may reasonably require in order to confirm such authority and capacity of each Party and Champ and of the persons who have executed this Amendment on its behalf.

22. Ratification. Except as amended by this Amendment, no other provisions of the Agreement are modified hereby, and the Parties do hereby ratify and reaffirm the Agreement, as so modified. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the Agreement shall include the terms contained in this Amendment.

23. Conflicting Provisions. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

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

CITY:

CITY OF ST. PETERS, MISSOURI

By: _____

Name: Russell W. Batzel

Its: City Administrator

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

On this ____ day of _____, 2020, before me, _____, a Notary Public in and for said state, personally appeared Russell W. Batzel, City Administrator, of the City of St. Peters, Missouri, known to me to be the person who executed the within Amendment in behalf of said political subdivision, and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires:

EXHIBIT A

Book : 19293 - Page : 5095

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

Title of the Document: Special Warranty Deed

Date of the Document December 23, 2010

Grantor's Name: FRED WEBER, INC.
Mailing Address: 2320 Creve Cocur Mill Road
Maryland Heights, Missouri 63043

Grantee's Name: IESI MO CHAMP LANDFILL, LLC
Mailing Address: 2301 Eagle Parkway, Suite 200
Fort Worth, Texas 76177
Attention: Thomas J. Fowler, General Counsel

Legal Description: See Exhibit A attached hereto

Reference Book and Page Number: N/A

ORT-1008086-SWC (4)

Description: St Louis, MO Document - Book, Page 19293.5094 Page: 2 of 15
Order: 1 Comment:

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT FRED WEBER, INC., a Delaware corporation whose address is 2320 Creve Coeur Mill Road, Maryland Heights, Missouri 63043 (hereinafter called "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash and other good and valuable consideration paid to Grantor by IESI MO CHAMP LANDFILL, LLC, a Missouri limited liability company whose address is 2301 Eagle Parkway, Suite 200, Fort Worth, Texas 76177, Attention: Thomas J. Fowler, General Counsel (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, does, by these presents, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee all that certain real estate described on Exhibit "A" attached hereto and incorporated herein by reference situated in the County of St. Louis and State of Missouri, together with all appurtenances thereto or in anywise appertaining thereto and with all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, and to its successors and assigns forever, Grantor hereby covenanting that it and its successors and assigns do and will Warrant and Defend the title to the Property unto Grantee, and to its successors and assigns, forever against the lawful claims of all persons claiming by or through Grantor, but none others, subject only to those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

In witness whereof, Grantor has hereunto executed these presents the day and year first above written.

FRED WEBER, INC.
a Delaware corporation

(Seal)

By: 
Name: Thomas P. Dunne, Sr.
Title: Chief Executive Officer

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

On this 22nd day of December, 2010, before me appeared Thomas J. Dunne SR. to me personally known, who, being by me duly sworn, did say that he is the Chairman of Board and CEO of FRED WEBER, INC., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the foregoing instrument was signed and sealed in behalf of such corporation by authority of its board of directors; and such individual acknowledged the foregoing instrument to be the free act and deed of such corporation.

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

Heather L. Pipes
Notary Public
Printed Name Heather L. Pipes

My Commission Expires:



HEATHER L. PIPES
My Commission Expires
June 22, 2014
Franklin County
Commission #10482016

This Instrument was prepared by and is to be returned to:

Andrews Kurth, LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201
(214)659-4686
Attention: Victor B. Zanetti

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF U.S. SURVEYS 282, 729, 992 AND 1891 AND BEING PART OF LOTS 1, 2, 3, 4, 5, AND ALL OF LOTS 6 THROUGH 11 OF "MCNEAL PLACE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 33 OF THE ST. LOUIS COUNTY MISSOURI RECORDS, ALL OF LOTS 1, 2 AND 3 OF "QUARRY VIEW SUBDIVISION", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 345, PAGES 423 AND 424 OF SAID RECORDS, PARCEL A AND PARCEL C OF "BOISE CASCADE SUBDIVISION PLAT", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 259, PAGES 82 AND 83 OF SAID RECORDS AND ALL OF ADJUSTED PARCEL 1 OF BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 350, PAGE 347 OF SAID RECORDS. ALL BEING IN TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 11 OF SAID ABOVE SAID "MCNEAL PLACE", SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF CREVE COEUR MILL ROAD, VARIABLE WIDTH, SAID POINT ALSO BEING ON THE EAST LINE OF U.S. SURVEY 992; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 64 DEGREES 49 MINUTES 45 SECONDS WEST, 595.72 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF ABOVE SAID "MCNEAL PLACE"; THENCE ALONG THE WEST LINE OF SAID LOT 9, NORTH 23 DEGREES 12 MINUTES 43 SECONDS WEST, 361.59 FEET TO THE NORTHEAST CORNER OF LOT 8 OF ABOVE SAID "MCNEAL PLACE"; THENCE ALONG THE NORTH LINE OF SAID LOT 8, SOUTH 65 DEGREES 55 MINUTES 55 SECONDS WEST, 120.69 FEET TO THE NORTHEAST CORNER OF LOT 7 OF ABOVE SAID "MCNEAL PLACE"; THENCE ALONG THE EAST LINE OF SAID LOT 7, SOUTH 23 DEGREES 12 MINUTES 43 SECONDS EAST, 362.26 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CREVE COEUR MILL ROAD; THENCE ALONG LAST SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: SOUTH 66 DEGREES 06 MINUTES 19 SECONDS WEST, 240.75 FEET; NORTH 23 DEGREES 11 MINUTES 19 SECONDS WEST, 34.99 FEET; SOUTH 66 DEGREES 02 MINUTES 21 SECONDS WEST, 58.04 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 23 DEGREES 57 MINUTES 39 SECONDS EAST, 1180.92 FEET, AND WHOSE CHORD BEARS SOUTH 63 DEGREES 58 MINUTES 41 SECONDS WEST, 84.94 FEET. AN ARC DISTANCE OF 84.96 FEET; SOUTH 61 DEGREES 55 MINUTES 01 SECONDS WEST, 281.11 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 28 DEGREES 04 MINUTES 59 SECONDS EAST, 1180.92 FEET, AND WHOSE CHORD BEARS SOUTH 57 DEGREES 17 MINUTES 31 SECONDS WEST, 190.44 FEET. AN ARC DISTANCE OF 190.65 FEET; SOUTH 52 DEGREES 38 MINUTES 03 SECONDS WEST, 511.85 FEET; ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 37 DEGREES 18 MINUTES 24 SECONDS WEST, 925.00 FEET, AND WHOSE CHORD BEARS SOUTH 61 DEGREES 44 MINUTES 18 SECONDS WEST, 290.83 FEET, AN ARC DISTANCE OF 292.05 FEET; AND SOUTH 70 DEGREES 46 MINUTES 59 SECONDS WEST, 427.33 FEET TO A POINT IN THE CENTERLINE OF FEE FEE CREEK PER A SURVEY BY ELBRING SURVEY COMPANY DURING OCTOBER, 1951, SAID POINT ALSO BEING ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO CLARIBEL AND OLIVER GOSEJOHAN BY DEED RECORDED IN DEED BOOK 10353, PAGE 1250 OF ABOVE SAID RECORDS; THENCE ALONG SAID CENTERLINE OF FEE FEE CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 07 MINUTES 24 SECONDS WEST, 95.68 FEET; NORTH 20 DEGREES 01 MINUTES 10 SECONDS WEST, 163.12 FEET;

A-1

Description: St Louis, MO Document - Book, Page 19293, 5094 Page: 5 of 15
Order: 1 Comment:

NORTH 26 DEGREES 08 MINUTES 32 SECONDS WEST, 543.00 FEET; NORTH 33 DEGREES 03 MINUTES 32 SECONDS WEST, 274.56 FEET; NORTH 15 DEGREES 48 MINUTES 32 SECONDS WEST, 212.53 FEET; NORTH 42 DEGREES 30 MINUTES 32 SECONDS WEST, 327.05 FEET; NORTH 62 DEGREES 39 MINUTES 32 SECONDS WEST, 218.04 FEET AND NORTH 01 DEGREES 13 MINUTES 32 SECONDS WEST, 35.73 FEET; THENCE LEAVING SAID CENTERLINE OF CREEK, NORTH 63 DEGREES 53 MINUTES 14 SECONDS WEST, 319.22 FEET; THENCE SOUTH 71 DEGREES 01 MINUTES 46 SECONDS WEST, 105.69 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 49 SECONDS WEST, 403.11 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 00 SECONDS EAST, 408.33 FEET; THENCE NORTH 48 DEGREES 52 MINUTES 39 SECONDS EAST, 90.46 FEET; THENCE NORTH 41 DEGREES 07 MINUTES 21 SECONDS WEST 120.00 FEET; THENCE SOUTH 48 DEGREES 52 MINUTES 39 SECONDS WEST, 70.00 FEET; THENCE NORTH 72 DEGREES 32 MINUTES 00 SECONDS WEST, 331.27 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 29 SECONDS EAST, 217.95 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 03 SECONDS EAST, 274.61 FEET; THENCE NORTH 49 DEGREES 19 MINUTES 05 SECONDS EAST, 297.02 FEET; THENCE NORTH 23 DEGREES 41 MINUTES 57 SECONDS EAST, 333.12 FEET; THENCE NORTH 42 DEGREES 44 MINUTES 32 SECONDS WEST, 136.12 FEET; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 47 DEGREES 15 MINUTES 28 SECONDS WEST, 99.50 FEET, AND WHOSE CHORD BEARS NORTH 69 DEGREES 19 MINUTES 48 SECONDS WEST, 89.07 FEET AN ARC DISTANCE OF 92.35 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF EARTH CITY EXPRESSWAY, 100 FEET WIDE; THENCE ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: NORTH 47 DEGREES 15 MINUTES 28 SECONDS EAST, 807.65 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 42 DEGREES 44 MINUTES 32 SECONDS WEST, 1078.91 FEET, AND WHOSE CHORD BEARS NORTH 36 DEGREES 15 MINUTES 28 SECONDS EAST, 411.73 FEET, AN ARC DISTANCE OF 414.27 FEET; NORTH 25 DEGREES 15 MINUTES 28 SECONDS EAST, 1352.55 FEET; SOUTH 64 DEGREES 44 MINUTES 32 SECONDS EAST, 50.00 FEET; NORTH 25 DEGREES 15 MINUTES 28 SECONDS EAST, 299.32 FEET; AND NORTH 27 DEGREES 14 MINUTES 51 SECONDS EAST, 232.01 FEET TO A POINT ON THE NORTHWEST LINE OF ABOVE SAID PARCEL A OF "BOISE CASCADE SUBDIVISION"; THENCE LEAVING SAID SOUTHEAST RIGHT-OF-WAY AND ALONG SAID NORTHWEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 26 DEGREES 54 MINUTES 08 SECONDS EAST, 341.67 FEET; NORTH 38 DEGREES 24 MINUTES 02 SECONDS EAST, 410.76 FEET AND NORTH 70 DEGREES 16 MINUTES 02 SECONDS EAST, 1020.57 FEET TO THE EASTERNMOST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A, SOUTH 25 DEGREES 16 MINUTES 02 SECONDS WEST, 860.51 FEET; THENCE ALONG THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO GRAHAM PACKAGING HOLDINGS LP BY DEED RECORDED IN DEED BOOK 11444, PAGE 2600 OF ABOVE SAID RECORDS, NORTH 70 DEGREES 17 MINUTES 39 SECONDS EAST, 688.16 FEET; THENCE CONTINUING ALONG LAST SAID SOUTH LINE, SOUTH 64 DEGREES 44 MINUTES 09 SECONDS EAST, 1688.28 FEET TO THE WESTERNMOST CORNER OF ABOVE SAID PARCEL C OF "BOISE CASCADE SUBDIVISION"; THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL C, NORTH 25 DEGREES 13 MINUTES 19 SECONDS EAST, 514.51 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70; THENCE ALONG SAID SOUTHWEST RIGHT-OF-WAY, SOUTH 64 DEGREES 44 MINUTES 05 SECONDS EAST, 517.34 FEET; THENCE CONTINUING ALONG SAID SOUTHWEST RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 25 DEGREES 15 MINUTES 55 SECONDS WEST, 2784.79 FEET, AND WHOSE CHORD BEARS SOUTH 58 DEGREES 14 MINUTES 28 SECONDS EAST, 629.87 FEET, AN ARC DISTANCE OF 631.21 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MISSOURI INTERSTATE HIGHWAY

A-2

Description: St Louis, MO Document - Book, Page 19293, 5099 Page: 6 of 15
 Order: 1 Comment:

270; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING COURSES, DISTANCES AND CURVES: SOUTH 51 DEGREES 44 MINUTES 52 SECONDS EAST, 320.72 FEET; ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 38 DEGREES 15 MINUTES 07 SECONDS WEST, 2211.83 FEET, AND WHOSE CHORD BEARS SOUTH 27 DEGREES 15 MINUTES 42 SECONDS EAST, 1833.51 FEET, AN ARC DISTANCE OF 1890.53 FEET; SOUTH 02 DEGREES 46 MINUTES 31 SECONDS EAST, 94.62 FEET; ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 87 DEGREES 13 MINUTES 28 SECONDS WEST, 874.93 FEET, AND WHOSE CHORD BEARS SOUTH 9 DEGREES 43 MINUTES 01 SECONDS WEST, 378.51 FEET, AN ARC DISTANCE OF 381.53 FEET; AND SOUTH 22 DEGREES 12 MINUTES 34 SECONDS WEST, 99.08 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO DIRT DIGGERS INVESTMENTS LLC BY DEED RECORDED IN DEED BOOK 10987, PAGE 532 OF ABOVE SAID RECORDS, SAID POINT ALSO BEING ON THE DIVIDING LINE BETWEEN U.S. SURVEYS 282 AND 729; THENCE ALONG SAID DIVIDING LINE, NORTH 22 DEGREES 42 MINUTES 50 SECONDS WEST, 850.01 FEET TO THE NORTHEAST CORNER OF ADJUSTED PARCEL 2 OF ABOVE SAID "BOUNDARY ADJUSTMENT PLAT"; THENCE ALONG THE NORTH LINE OF SAID ADJUSTED PARCEL 2 THE FOLLOWING COURSES AND DISTANCES; SOUTH 67 DEGREES 26 MINUTES 21 SECONDS WEST, 440.00 FEET SOUTH 25 DEGREES 50 MINUTES 04 SECONDS WEST, 301.92 FEET; AND SOUTH 18 DEGREES 52 MINUTES 01 SECONDS WEST, 125.68 FEET TO THE EASTERNMOST CORNER OF A PARCEL OF LAND CONVEYED TO GRACE WORLD OUTREACH CENTER BY DEED RECORDED IN DEED BOOK 7396, PAGE 875 OF ABOVE SAID RECORDS; THENCE ALONG THE NORTH LINE OF SAID GRACE WORLD OUTREACH CENTER PARCEL, SOUTH 65 DEGREES 43 MINUTES 45 SECONDS WEST, 612.44 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BRANNEY ROAD, 20 FEET WIDE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 23 DEGREES 18 MINUTES 34 SECONDS WEST, 34.91 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF NULL ROAD, 30 FEET WIDE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF NULL ROAD, NORTH 71 DEGREES 18 MINUTES 33 SECONDS WEST, 211.80 FEET; THENCE SOUTH 14 DEGREES 11 MINUTES 47 SECONDS EAST, 268.13 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF JESSICA ADELE COURT, VARIABLE WIDTH, AS RECORDED IN PLAT BOOK 345 PAGE 423 OF ABOVE SAID RECORDS; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF JESSICA ADELE COURT, SOUTH 22 DEGREES 38 MINUTES 48 SECONDS EAST, 711.86 FEET TO A POINT IN SAID NORTH RIGHT-OF-WAY LINE OF CREVE COEUR MILL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 81 DEGREES 13 MINUTES 10 SECONDS WEST, 38.61 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE PATTONVILLE R-3 SCHOOL DISTRICT BY DEED RECORDED IN DEED BOOK 6167, PAGE 302 OF ABOVE SAID RECORDS; THENCE ALONG LAST SAID EAST LINE, NORTH 22 DEGREES 28 MINUTES 47 SECONDS WEST, 715.17 FEET TO THE EASTERNMOST CORNER OF LOT 5A OF "BOUNDARY ADJUSTMENT PLAT" RECORDED IN PLAT BOOK 350, PAGE 346 OF ABOVE SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 5A, NORTH 22 DEGREES 28 MINUTES 47 SECONDS WEST, 144.32 FEET; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 67 DEGREES 31 MINUTES 13 SECONDS WEST, 125.00 FEET, AND WHOSE CHORD BEARS NORTH 48 DEGREES 58 MINUTES 29 SECONDS WEST, 111.53 FEET, AN ARC DISTANCE OF 115.61 FEET TO THE NORTH LINE OF SAID LOT 5A; THENCE ALONG LAST SAID NORTH LINE AND ITS PROLONGATION, BEING THE NORTH LINE OF LOT 4 OF ABOVE SAID "QUARRY VIEW SUBDIVISION", NORTH 75 DEGREES 28 MINUTES 12 SECONDS WEST, 531.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4, SOUTH 14 DEGREES 31 MINUTES 48 SECONDS WEST, 165.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE

A-3

Description: St Louis, MO Document - Book, Page 19293.5094 Page: 7 of 15
 Order: 1 Comment:

OF ABOVE SAID "QUARRY VIEW SUBDIVISION", NORTH 75 DEGREES 28 MINUTES 12 SECONDS WEST, 790.43 FEET TO THE SOUTHWEST CORNER OF ABOVE SAID LOT 1 OF "QUARRY VIEW SUBDIVISION", SAID POINT BEING ON THE NORTH LINE OF SAID PATTONVILLE R-3 SCHOOL DISTRICT PARCEL, THENCE ALONG THE NORTH LINE OF SAID PATTONVILLE R-3 SCHOOL DISTRICT PARCEL, SOUTH 68 DEGREES 35 MINUTES 28 SECONDS WEST, 1097.06 FEET TO THE NORTHWEST CORNER OF SAID PATTONVILLE R-3 SCHOOL DISTRICT PARCEL, THENCE ALONG THE WEST LINE OF SAID PATTONVILLE R-3 SCHOOL DISTRICT PARCEL SOUTH 23 DEGREES 01 MINUTES 29 SECONDS EAST, 773.81 FEET; THENCE CONTINUING ALONG LAST SAID WEST LINE, SOUTH 23 DEGREES 12 MINUTES 43 SECONDS EAST, 360.03 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CREVE COEUR MILL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 80 DEGREES 06 MINUTES 32 SECONDS WEST, 20.55 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 23 DEGREES 12 MINUTES 43 SECONDS WEST, 5.20 FEET TO THE POINT OF BEGINNING AND CONTAINS 22,765,084 SQUARE FEET, OR 522.612 ACRES.

DRAFT

A-4

Description: St Louis, MO Document - Book, Page 19293.5094 Page: 8 of 15
Order: 1 Comment:

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. General Taxes for the year 2010 and thereafter.
2. Any Special Taxes entered against said property subsequent to the date hereof.
3. Easement granted to St Louis County Water Company by instrument recorded in Book 11278 page 1341.
4. Easement granted to Union Electric Company by instrument recorded in Book 6861 page 1280.
5. Terms and provisions of Ordinance No. 2-1994, recorded in Book 10383 page 2428.
6. Easement for lake by instrument recorded in Book 5573 page 66.
7. Easements granted to Southwestern Bell Telephone Company by instruments recorded in Book 7200 page 110 and Book 6984 page 506.
8. Easement granted to St. Louis County Water Company by instrument recorded in Book 6045 page 474.
9. Easements granted to Fee Fee Trunk Sewer Inc., by instruments recorded in Book 6070 page 620.
10. Easements granted to Union Electric Company by instrument recorded in Book 6590 page 19, Book 6606 page 771 and Book 7843 page 1782.
11. Easement granted to State of Missouri by instrument recorded in Book 3570 page 574.
12. Easements granted to Southwestern Bell Telephone Co. by instruments recorded in Book 7171 page 1112
13. Easement granted to Fee Fee Trunk Sewer Service by instrument recorded in Book 5931 page 56 and Book 5970 page 532.
14. Easement granted for spur tract by instrument recorded in Book 4937 page 602.
15. Easement granted to Union Electric Company by instrument recorded in Book 2915 page 65.
16. Easements granted to Boise Cascade Corporation by instruments recorded in Book 6567 page 1134 and Book 7386 page 952.
17. Easement granted to Union Electric Company by instrument recorded in Book 6801 page 2377.
18. Easement granted to Southwestern Bell Telephone Company by instrument recorded in Book 7171 page 1110.

B-1

Description: St Louis, MO Document - Book, Page 19293, 5094 Page: 9 of 15
Order: 1 Comment:

19. Easements granted to Union Electric Company by instruments recorded in Book 2374 page 534 and Book 2048 page 218.

Note: Braneky Road was widened to a width of 30 feet, as recited in Deeds recorded in Book 37 page 9, Book 37 page 21 and Book 45 page 159.

20. Easement granted to Union Electric Company by instrument recorded in Book 6801 page 2379.
21. Easements granted to Union Electric Company by instruments recorded in Book 2441 page 123, Book 1620 page 535, Book 2450 page 603 and Book 2895 page 439.
22. Easements granted to Sterling R. Kennedy for sewer by instruments recorded in Book 3637 page 322 and Book 3639 page 534.
23. Easement granted to Union Electric Light and Power Company by instrument recorded in Book 1396 page 152.
24. Easement granted to Southwestern Bell Telephone Company by instrument recorded in Book 7184 page 1543.
25. Easement granted to Union Electric Company by instrument recorded in Book 2417 page 229.
26. Easement granted to Union Electric Company by instrument recorded in Book 4937 page 559.
27. Easement granted to St. Louis County Water Company, Southwestern Bell Telephone Company and Laclede Gas Company, by instrument recorded in Book 4937 page 561, and re-recorded in Book 5167 page 452.
28. Easement granted to Laclede Gas Company, by instrument recorded in Book 5112 page 145.
29. Easement granted to St. Louis County Water Company by instrument recorded in Book 5212 page 550.
30. Relinquishment of Right of Direct Access to Mark Twain Expressway (I-70) according to decree rendered under cause # 215119 of the Circuit Court St. Louis County and according to instruments recorded in Book 3570 page 574, Book 3699 page 401 and Book 3705 page 333.
31. Right of Way of road conveyed to County of St. Louis recorded in Book 2037 page 4.
32. Appurtenant to the above described property is an easement for the Right of Way over Penn Private Road, 20 feet for ingress and egress to and from Creve Coeur Mill Road.
33. Railroad Spur Tract Easement created by instrument recorded in Book 5573 page 53 and assignment of interest in said easement according to instrument recorded in Book 6545 page 1257.
34. Right of Way granted St. Louis, Kansas City and Colorado Railroad Company according to instrument recorded In Book 43 page 79.

B-2

Description: St Louis, MO Document - Book, Page 19293, 5094 Page: 10 of 15
Order: 1 Comment:

35. Disclaimer agreement as to signs and structures according to instrument recorded in Book 6902 page 918.
36. Right of Way of McKelvey Road and of Creve Coeur Mill Road over that part of subject property embraced therein.
37. Maintenance easement to State of Missouri according to instrument recorded in Book 3570 page 574 and in Book 3744 page 203.
38. Easement and Temporary Construction easement granted to the State of Missouri for the purpose of construction and maintaining a highway by instrument recorded In Book 5233 page 63.
39. Right of Way of a private roadway as shown on plat attached to Commissioners Report in Cause No. 144 in St. Louis Land Court.
40. Right of Way of private road, if any, over that part of subject property embraced therein.
41. Terms and conditions of Conditional Use Permit No. 407 according to instrument recorded in Book 7336 page 534.
42. Permanent drainage easement granted to St. Louis County according to Book 7321 page 1603.
43. Contract between State Highway Commission and Fred Weber according to instrument in Book 6935 page 1400.
44. Sanitary Sewer Connection Agreement between Fee Fee Trunk Sewer Inc. and Boise Cascade Corporation according to instrument recorded in Book 6774 page 1081.
45. Permanent Roadway Maintenance and Utility Easement contained in instrument recorded in Book 8207 page 495.
46. A Temporary Slope and Construction License granted to St. Louis County by the instrument recorded in Book 8207 page 495.
47. Resolution for sanitary landfill as recorded in Book 8463 page 899.
48. Easement granted to Fee Fee Trunk Sewer Inc., by instrument recorded in Book 6271 page 1541 for sewer purposes, together with a temporary Construction easement on any vacant ground adjoining said easement.
49. Easement granted to Laclede Gas Company, by Instrument recorded in Book 6395 page 312.
50. Perpetual Easement granted to Linclay Corporation, for purposes of construction and maintaining a roadway, including an interchange, which will be part of the levee system for Earth City, including the right to dedicate same, recorded in Book 6536 page 288.
51. Easement for 2.58 acres, more or less, for sewage lagoon dated December 29, 1964 recorded in Book 5573 page 69 between Bill Bangert and wife and R.C. Can Company.
52. Easement for Sanitary Sewer Lagoon and Access Road to Village of Champs, its successors and assigns by instrument recorded in Book 5900 page 13.

B-3

Description: St Louis, MO Document - Book, Page 19293.5094 Page: 11 of 15
Order: 1 Comment:

53. Sanitary Sewer Easement granted to Village of Champ, its successors and assigns, recorded in Book 5900 page 15.
54. Easement for water pipe over the East 3 feet of Lot 11 by instrument recorded in Book 4795 page 177.
55. Easement granted to Union Electric Company of Missouri by instrument recorded in Book 1566 page 245.
56. Sewer Easement granted to Fee Fee Trunk Sewer Inc. by instrument recorded in Book 6772 page 1561.
57. Easement granted to State Highway Commission by instrument recorded in Book 6928 page 1177.
58. Easements granted to Southwestern Bell Telephone Company by instruments recorded in Book 7171 page 1116 and Book 7171 page 1122.
59. Easement granted to Laclede Gas Company by Instrument recorded in Book 7256 page 2161.
60. Easements granted to Riverport Inc. by instruments recorded in Book 7852 page 784 and Book 7852 page 787.
61. Easements granted to St. Louis County by instruments recorded in Book 7947 page 708 and Book 7947 page 713.
62. Easement granted to Union Electric Company by instrument recorded in Book 2937 page 309.
63. Appurtenant Easement granted to Fred Weber, Inc., by instrument recorded in Book 7845 page 440.
64. Easements granted to Laclede Gas Company by instruments recorded in Book 7985 page 677 and Book 6774 page 1897.
65. Easement granted for water pipe by instrument recorded in Book 8143 page 1907.
66. Easement granted to Union Electric Company by instrument recorded in Book 6993 page 1524.
67. Terms and provisions of the sewer agreement, including a provision for assessments, contained in the instrument recorded in Book 6477 page 2398 and Book 6774 page 1085.
68. Terms and provisions of the Development Plan according to the plat thereof recorded in Plat Book 131 page 82, Plat Book 135 page 71 and Plat Book 150 page 81 and terms and provisions of Ordinance No. 4861-1968, a copy of which is recorded in Book 6427 page 893.
69. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 80 page 33 and Boundary Adjustment Plat recorded in Plat Book 284 page 4.
70. Terms and conditions of Dedication of strip 100 feet wide for public road contained in Deed recorded in Book 5900 page 11.

B-4

Description: St Louis, MO Document - Book, Page 19293.5094 Page: 12 of 15
Order: 1 Comment:

71. Easement agreement between Boise Cascade Corporation and the Pillsbury Foundation according to instrument recorded in Book 7386 page 952.
72. Easement granted to Graham Packaging Company, L.P., by instrument recorded in Book 12071 page 2159.
73. Terms and provisions of Ordinance #95-911 recorded in Book 10443 page 2082.
74. Terms and provisions of Ordinance #94-887 recorded in Book 10389 page 403.
75. Easement granted to Missouri Department of Natural Resources by instrument recorded in Book 10652 page 1431.
76. Easement granted to Union Electric Company by instrument recorded in Book 9978 page 403.
77. Easement granted to Laclede Gas Company by instrument recorded in Book 11938 page 2225.
78. Easement granted to Laclede Gas Company by instrument recorded in Book 12134 page 1531.
79. Covenants and restrictions contained in the Instrument recorded in Book 10652 page 1431.
80. Easement granted to Missouri Department of Natural Resources by Instrument recorded in Book 9127 page 1287.
81. Covenants and restrictions contained in the instrument recorded in Book 9727 page 1287.
82. Agreement to grant public utility easement according to instrument recorded in Book 4937 page 556.
83. Easement for 30 foot wide road over those portions of above property embraced therein.
84. Easement granted to Southwestern Bell Telephone Company by the instrument recorded in Book 7171 page 1108.
85. Limitation of the usual rights of direct access, according to the instruments recorded in Book 7036 page 1035 and Book 7036 page 1038.
86. Unrecorded Lease dated July 6, 1994 by Specialty Antenna Site Resources, Inc., a New Mexico Corporation and C-Call Corporation, a Delaware Corporation, as evidenced of record by the Memorandum of Lease recorded in Book 10419 page 1573.
87. Memorandum of Lease Assignment dated January 21 1997 by C-Call Corporation, Assignor, to the Chase Manhattan Bank, a New York State Banking Corporation, Assignee, recorded in Book 11074 page 723.
88. Unrecorded Lease dated November 20, 1996 by Specialty Antenna Site Resources Inc. and Sprint Spectrum L.P., a Delaware Limited Partnership, as evidenced of record by the Memorandum of Lease recorded in Book 11078 page 585.

B-5

Description: St Louis, MO Document - Book, Page 19293, 5094 Page: 13 of 15 —
Order: 1 Comment:

89. Unrecorded Lease dated April 27, 2000 by Fred Weber, Inc., a Delaware limited partnership and Omnipoint Communications C Operations, L.L.C., a Delaware limited liability company, as evidenced of record by the Memorandum of Lease recorded in Book 12731 page 1429.
90. Agreement and Easement for solid waste disposal area according to instrument recorded in Book 12774 page 124 and Book 12774 page 133.
91. Easement Agreement by and between Fred Weber, Inc., a Delaware corporation and Grace Church-St. Louis according to instrument recorded In Book 13964 page 2070.
92. Easement granted to Union Electric Company d/b/a AmerenUE by the instrument recorded in Book 14513 page 25.
93. Easement granted to The Metropolitan St. Louis Sewer District by the instrument recorded in Book 15290 page 1464.
94. Easement granted to Union Electric Company d/b/a AmerenUE by the instrument recorded in Book 15862 page 765.
95. Easement for drainage purposes according to instrument recorded in Book 16270 page 2862.
96. Easement, Assumption and Assumption Agreement by and between Fred Weber, Inc. and T1 Unison Site Management LLC, a Delaware limited liability company according to instrument recorded in Book 17361 page 4639.
First Amendment to the Easement, Assumption and Assumption Agreement recorded in Book 19057 page 660.
97. Terms and provisions of Net Profits Agreement dated October 31, 2006 by and between Fred Weber, Inc. and T1 Unison Site Management, LLC, a Memorandum of Agreement of which is recorded in Book 17378 page 623.
98. Easements according to plat recorded In Plat Book 345 pages 423 and 424.
99. Easements as shown on plat recorded In Plat Book 350 page 346.
100. Building lines and easements according to plat recorded in Plat Book 350 page 560.
101. Terms and provisions of Consent to Leasehold Mortgage and Security Interest executed by and among Weber Gas Energy, LLC (Lessee), Union Electric Company (Grantee) and Fred Weber, Inc., (Lessor), according to instrument recorded in Book 18362 page 2305.
102. Leasehold Deed of Trust executed by Weber Gas Energy, LLC, to AT, Inc., trustee for Union Electric Company, dated May 12, 2009 and recorded May 13, 2009 in Book 18362 Page 2315, to secure the loan amount as set forth on said note and any other amounts payable under the terms thereof.
103. Financing Statement executed by Weber Gas Energy, LLC to Union Electric Company recorded in Book 18362 Page 2329.

B-6

Description: St Louis,MO Document - Book,Page 19293,509# Page: 1# of 15
Order: 1 Comment:

104. An easement for the purposes here stated and incidental purposes, as disclosed by an instrument recorded in Book 18600, Page 1881, to improve, construct, repair and maintain stormwater utilities.
105. Conditions and restrictions of the Agreement for Easement, Notice and Covenant running with land recorded in Book 18839 page 1957.
106. Terms and provisions of unrecorded Lease Agreement executed by and between Fred Weber, Inc. (Lessor) and Outdoor Systems, Inc., predecessor-in-interest to CBS Outdoor (Lessee), Sign Lease No. 110279, as evidence by the Easement and Assignment of Lease Agreement recorded in Book 19119 page 992.
107. Terms and provisions of unrecorded Lease Agreement executed by and between Fred Weber, Inc. (Lessor) and Outdoor Systems, Inc., predecessor-in-interest to CBS Outdoor (Lessee), Sign Lease No. 10335, as evidence by the Easement and Assignment of Lease Agreement recorded in Book 19119 page 1054.
108. Terms and provisions of unrecorded Lease Agreement executed by and between Fred Weber, Inc. (Lessor) and Outdoor Systems, Inc., predecessor-in-interest to CBS Outdoor (Lessee), Sign Lease No. 110330, as evidence by the Easement and Assignment of Lease Agreement recorded in Book 19119 page 1085.
109. Terms and provisions of unrecorded Lease Agreement executed by and between Fred Weber, Inc. (Lessor) and Outdoor Systems, Inc., predecessor-in-interest to CBS Outdoor (Lessee), Sign Lease No. 907327, as evidence by the Easement and Assignment of Lease Agreement recorded in Book 19119 page 1116.
110. Temporary Slope Construction License granted to St. Louis County, Missouri according to instrument recorded in Book 19174 page 1897.
111. Easement(s) granted to St. Louis County, Missouri recorded in Book 19174 Page 1902.
112. Rights of tenants in possession under unrecorded leases or month-to-month tenancies.
113. Any assessments for maintenance of sewer system.
114. Assessments levied by Howard Bend Levy District, if any.

B-7

Description: St Louis, MO Document - Book, Page 19293, 5094 Page: 15 of 15
Order: 1 Comment:

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CHIEF OF POLICE OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT FOR THE ORGANIZATION AND OPERATION OF THE ST. CHARLES COUNTY REGIONAL SWAT TEAM, AND REPEALING ORDINANCE NO. 5960 OF THE CITY OF ST. PETERS IN CONNECTION THEREWITH

WHEREAS, St. Charles County, Missouri (the “County”) has heretofore provided through the St. Charles County Police Department, in cooperation with the police departments of certain cities, towns and villages within the County (the “Municipalities”), the service of a St. Charles County Regional SWAT Team (“SWAT Team”); and

WHEREAS, the police departments of the Municipalities have been invited, and have agreed, to continue participating in the SWAT Team so as to create a unified and cooperative regional tactical response team to serve all of St. Charles County; and

WHEREAS, the governing bodies of the Municipalities together with the County Council have authorized the formation of the SWAT Team in the belief it will provide a systematic approach to saving lives and better ensure and maintain the security and safety of all residents within the County; and

WHEREAS, pursuant to § 70.220, RSMo., as amended, the City is authorized to contract and cooperate with other municipalities or political subdivisions, for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, the City did, by Ordinance No. 5960, approve a certain form of St. Charles County Regional SWAT Team Agreement; and

WHEREAS, various City Attorneys throughout the County have had, in cooperation with their Mayors and Chiefs of Police and the County Counselor, further discussions and have negotiated additional provisions to the form of agreement previously approved; and

WHEREAS, the Board of Aldermen of the City hereby finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City to enter into an agreement with the County and the Municipalities for the organization and operation of the St. Charles County Regional SWAT Team.

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

SECTION NO. 1. Ordinance No. 5960 of the City of St. Peters, Missouri, is hereby repealed in its entirety.

SECTION NO. 2. That the form, terms, and provisions of the St. Charles County Regional SWAT Team Agreement attached hereto, marked as Exhibit “A”, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the Mayor and Chief of Police are hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said St. Charles County Regional SWAT Team Agreement in substantially the form attached hereto, their execution thereof to constitute conclusive evidence of approval of the same.

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE TO FOLLOW.]*

Read two times, passed, and approved this 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest:

Patricia E. Smith, City Clerk

DRAFT

EXHIBIT A

[ATTACH ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT]

DRAFT

**ST. CHARLES COUNTY
REGIONAL SWAT TEAM AGREEMENT**

THIS ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT is made and entered into as of the Effective Date, as defined herein, by and among St. Charles County, Missouri ("County"), and the municipalities who are signatories hereto (individually "Municipality" and collectively "Municipalities").

WITNESSETH:

WHEREAS, a St. Charles County Regional SWAT Team ("SWAT Team") was previously formed by the partnership of certain participating municipalities of St. Charles County on behalf of their police departments and St. Charles County on behalf of its Sheriff's Department, with the purpose of creating a unified and cooperative regional tactical response team to serve the entire St. Charles County area, under the terms set forth herein; and

WHEREAS, this Agreement authorizes and renews the existence and operation of the SWAT Team, with the County Chief of Police serving as the County's chief law enforcement officer pursuant to Article IV, Sections 4.250 *et seq.* of the Charter of St. Charles County, Missouri; and

WHEREAS, the primary purpose of the SWAT Team is to provide a systematic approach to saving lives, while recognizing that each specific set of circumstances dictates the level of force necessary to adequately protect the lives of the public and of the officers involved, and resolution of some incidents may require the specific application of a range of force up to and including deadly force; and

WHEREAS, SWAT is an accepted title for a team with specialized training, equipment and expertise; and the SWAT Team is a designated law enforcement team, whose members are recruited, selected, trained, equipped and assigned to resolve critical incidents involving a threat to public safety which may otherwise exceed the capabilities of traditional law enforcement first responders in the St. Charles County area, in order to better ensure and maintain the security and safety of citizens within the County and the region; and

WHEREAS, the SWAT Team is dedicated to serving and protecting citizens within the entire County, and is empowered to do so only pursuant to the authority of the County Chief of Police; and

WHEREAS, Sections 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract and cooperate with each other for the operation of a common service; and

WHEREAS, the Mayor and Police Chief of each of the undersigned Municipalities and the County Executive and Chief of Police of the County have each been authorized through order or ordinance of their respective governing bodies to enter into this Agreement for the continuation of the common service of a SWAT Team, under the supervision and control of the County Chief of

Police, under the terms more specifically set forth herein.

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

Article I – Organization and Operation

- A. Organization and Purpose. The SWAT Team shall be under the supervision and control of the St. Charles County Police Department, Bureau of Criminal Investigations. Municipal police departments participating in the SWAT Team agree that their law enforcement officers participating on the SWAT Team shall be deputized as officers of the St. Charles County Police Department for the sole and exclusive purpose of their participation on the SWAT Team, and shall serve in that status only while training or engaging in a SWAT Team operation; and provided further, such SWAT Team members shall abide by the St. Charles County Police Department's SWAT and Use of Force policies as well as its training and call-out procedures. Those policies are incorporated herein by reference and may be amended by the Chief of Police from time to time, and the St. Charles County Police Department shall distribute copies of said policies to all SWAT Team members. Any modifications of said policies shall be provided to the Police Chiefs of the Municipalities ("Police Chiefs") within thirty (30) days of their effective date. The County Chief of Police and Police Chiefs shall together constitute the St. Charles County Regional SWAT Team Board of Directors ("Board"). The Board shall meet at least quarterly to review and discuss equipment, procedures, discipline, awards, operational data, and other details as determined by the Board. The SWAT Team Operations Commander (as defined herein) will attend Board meetings as requested and report on the status of the SWAT Team.

The SWAT Team will respond to high risk law enforcement situations requiring extraordinary control and/or coordinated action by trained, specialized law enforcement personnel, including without limitation situations involving high risk warrants, barricade or hostage situations, "VIP" protection details, civil disturbances, lost or missing persons (requiring an area search), or special details by participating police departments that have the approval of such department.

For purposes of this Agreement, the St. Charles County Police Department is considered to be a participating police department. Any jurisdiction within St. Charles County may request the SWAT Team's assistance from the St. Charles County Police Department. As it is recognized that the SWAT Team is one of several Homeland Security/DASI response Teams in the St. Louis region, assistance may be rendered outside St. Charles County with the County Chief of Police's approval in emergency situations. Non-emergency requests for assistance outside of St. Charles County may also be granted at the discretion of the County Chief of Police, however the County Chief of Police shall consult with the Board Chair, or at least one of the Police Chiefs if the Board Chair is not available or if the County Chief of Police is the Board Chair, before approving such action. Such non-emergency requests may also be reviewed at Board meetings.

- B. Financial Matters. All participating police departments are responsible for their team members' pay and benefits, including off duty call out compensation and worker's compensation coverage. To maintain uniform equipment for all SWAT Team members, each participating police department shall provide their officers assigned to the SWAT Team with the firearms, i.e. handgun, rifle and ammunition as needed for firearms training, that have been identified by the SWAT Team Operations Commander as the SWAT Team weapons system. The County, through the St. Charles County Police Department, shall provide counter sniper rifles as assigned, which shall remain the property of the County, and shall not leave the County's control. The County shall also provide all ammunition for the SWAT Team other than that used in training.

Notwithstanding the terms of any other intergovernmental agreement the parties may enter into regarding a county-wide radio system, the County, through the St. Charles County Police Department, shall provide the radio equipment (portable radio and headset) for members of the SWAT Team as assigned, which equipment shall remain the property of the County and shall not leave the County's control. The County shall be responsible for all necessary licenses and regular maintenance fees for such radio equipment. Lost or damaged radio equipment shall be repaired or replaced at the discretion of the County. If radio equipment is damaged or lost during a SWAT Team operation, then the repair or replacement shall be at the County's cost. For purposes of this Agreement, the duration of a SWAT Team operation is defined as being from the time the SWAT Team is assembled and under the command of a Team Leader, Team Commander or Operations Commander until completion of debriefing and/or other release of SWAT Team members by their commander, which includes training operations. If radio equipment is damaged or lost at times other than during a SWAT Team operation, then it shall be repaired or replaced at the cost of the agency employing the individual to whom such equipment was assigned.

The remainder of the equipment and uniforms are expected to be covered by grants and/or Regional Drug Task Force ("RDTF") forfeiture proceeds, including without limitation shields, protective vests, helmets and uniforms. In the event RDTF funds are insufficient and grant funding is unavailable, then participating police departments may be required to purchase uniform components (either new or replacement items) for their personnel.

Team members may carry their protective vest, helmet and radio with them so that they are immediately ready to respond to a call-out site, and to maintain individual responsibility for keeping radios charged.

- C. Identification and Insignia. SWAT Team members will not wear individual departmental insignia while engaged in a SWAT Team operation, but will wear a SWAT Team patch approved by the Board, which shall signify that the SWAT Team is a joint regional unit, along with a bold POLICE patch on front and back of armored vests. The purpose of a unified patch is to avoid confusion at crisis sites, and to promote team unity among the participating police departments. SWAT Team Medics will have the additional insignia of MEDIC on their vests.

D. Equipment. Participating municipal police departments agree to pool any equipment they bring to the SWAT Team for the use of the Team. Such equipment will be tagged and inventoried by the loaning municipal police department and the St. Charles County Police Department, and each municipal police department shall be provided a copy of the inventory. The decision to accept equipment for use by the SWAT Team shall be a final decision of the County. Any Municipality that withdraws from this Agreement shall return to the St. Charles County Police Department any equipment that was not purchased by such Municipality.

E. Application and Acceptance to SWAT Team Member Status.

1. SWAT Team Membership and Size of Team. The County Chief of Police shall appoint all SWAT Team members and shall have the authority to revoke such membership at any time, with or without cause. The current size of the SWAT Team shall be limited to thirty-six (36) members, exclusive of the Operations Commander, Team Commander or Crisis Negotiators, or Medics or other support personnel who may serve with the SWAT Team pursuant to separate agreements. The size of the SWAT Team may be increased in future years if the County specifically designates appropriations to support a larger team in the budget of the St. Charles County Police Department.
2. Application to be a Member of the Team. Application forms will be provided for participating police departments to submit applications from full-time commissioned law enforcement officers to become a SWAT Team member. If a participating police department approves a SWAT Team application from one of their police officers, such application will then be forwarded to the SWAT Team Operations Commander for processing. An individual municipal police department shall not refer more candidates than the County Chief of Police allots to such department on the SWAT Team, unless replacing a resigning candidate or an unsuccessful candidate from that department.
3. Acceptance to the Team. Candidates will be required to successfully complete (a) the St. Charles County Police Department SWAT Physical agility test (repeated quarterly for all current SWAT Team members), (b) an interview process with the interviewing panel selected by the County Chief of Police and/or the SWAT Team Operations Commander, and (c) the St. Charles County Police Department tactical firearms qualification(s). The SWAT Team Operations Commander shall make the final recommendation to the County Chief of Police as to personnel who are accepted as members of the SWAT Team, who in turn will notify the Police Chief of each successful applicant from a Municipality. Those candidates selected by the County Chief of Police will be authorized to wear the SWAT eagle above their right shirt pocket, in the color as determined by their Police Chief, upon completion of a forty (40) hour basic SWAT school. Personnel participating as SWAT Team members should agree that, unless leaving by reason of promotion within their participating police department, the commitment to the unit is a minimum of

three years due to training, time and equipment cost(s) to the participating police departments.

- F. Incident Scene Command and Control. Participating police departments agree to abide by the St. Charles County Police Department's SWAT Policies and training and call-out procedures as set out above. Upon arrival of the SWAT Team police departments agree to relinquish incident scene control to the SWAT Team, which may include crisis negotiator(s), bomb unit or an additional SWAT Team response. A member of the agency requesting assistance will maintain a position at the operational command post for communications, situation updates, and to stay informed on the course of action to be taken by the SWAT Team. Due to concerns of crossfire and unknown factors, the SWAT Team will retain total control of the inner perimeter, and patrol (non-SWAT) officers will be relieved of inner positions as soon as practical. The local police commander shall be responsible for outer perimeter control, and for designating staging areas for responding emergency agencies and equipment such as Fire and EMS, with such staging areas to be as close as possible but not in the immediate danger zone. The local police commander shall additionally be responsible for support, media communications, and keeping his/her chain of command abreast of the situation as it progresses.

Operational control of the scene will remain with the SWAT Team until completion of the operation at which time the scene will be turned over to the local police commander. Any suspect(s) taken into custody and or charges filed will be the responsibility of the agency requesting assistance.

- G. Medics. Medics may be selected and assigned to the SWAT Team by the County Chief of Police and shall be bound by the same policies and procedures as law enforcement SWAT Team members while operating in the capacity of a SWAT Team Medic.
- H. Crisis Negotiation Team. Recognizing that the presence of a highly trained and properly equipped Crisis Negotiation Team ("CNT") has been shown to substantially reduce the risk of injury or loss of life to citizens, law enforcement and suspects, it is the intent of the parties to this Agreement to provide a well-trained and properly equipped CNT to respond to certain critical incidents to assist the law enforcement agencies in St. Charles County in bringing critical incidents to a successful and safe resolution. The CNT, when requested in coordination with the SWAT Team, shall work in cooperation with the SWAT Team under the command of the SWAT Team Operations Commander. The SWAT Team Operations Commander, or if unavailable then the St. Charles County Police Department Watch Commander then on duty, has the final say regarding the operation with the senior CNT officer on scene being responsible for coordinating their functions, command and keeping the Commander informed of their progress. Should the CNT be requested for an incident that does not require a SWAT Team presence, the CNT shall come under the command of the Incident Commander of the requesting agency.

The CNT when responding to a crisis incident shall be provided with a location for their vehicle to conduct their operation with a department liaison to assist in intelligence gathering. At no time will CNT be requested or allowed to conduct a face to face

conversation with a suspect that would place the CNT member or anyone else in jeopardy. In addition to SWAT Team equipment, each CNT member will be provided with apparel clearly marked "Crisis Negotiator" and will be issued a radio by the St. Charles County Police Department. By signing this Agreement, each participating police department agrees to provide a minimum of one Crisis Negotiator from their department upon completion of the selection process; said Crisis Negotiators will be made available for response to critical incidents upon request, will attend one eight hour training day per quarter, and will participate in a multi-day training event as directed. All attempts will be made to provide training at a local level when possible. Selected CNT members must attend an approved basic crisis negotiation class before they may participate in actual phone negotiations. CNT members are subject to the provisions of this Agreement and must conduct themselves in accordance therewith, and serve as CNT officers at the pleasure of their department.

- I. Report of Regional SWAT Team Action. The SWAT Team will provide a written report of each operation within twenty-four (24) hours to a requesting police department. The SWAT Team will provide training for local commanders on staging and perimeters at the request of the participating police departments. The SWAT Team will maintain a reporting system of all SWAT Team responses. SWAT Team Operations Commander will meet with the County Chief of Police and Chiefs board regarding responses and reporting as requested.
- J. Officer Involved Shooting. If a shooting occurs that involves a SWAT Team member during a SWAT Team operation, a report will be provided within eight (8) hours of stand down of the SWAT Team. St. Charles County Police Department policies concerning a shooting shall be followed as these are the policies adhered to by the SWAT Team. The St. Charles County Police Department shall immediately notify a participating municipal police department of a shooting involving their officer. The venue where the shooting occurred will handle all media requests unless otherwise determined. The St. Charles County Police Department's Bureau of Criminal Investigations, taking the lead, along with the local Criminal Investigative Division of the jurisdiction involved will conduct a joint investigation of any such shooting with the addition of the St. Charles County Police Department's Forensics Unit processing the crime scene. The St. Charles County Police Department will notify the County Counselor's office of an officer involved shooting as soon as possible, or upon withdrawal of the SWAT Team from the scene of the incident.

K. Chain of Command and SWAT Team Organization.

1. The St. Charles County Police Department will provide the Operations (incident) Commander of its Bureau of Criminal Investigations who will oversee the SWAT Team and call-out operations and shall be responsible for all functions of the unit including the CNT. The St. Charles County Police Department will also provide the Team Commander who will oversee the day to day operation and inner perimeter. The St. Charles County Police Department and Municipalities will provide a total of four (4) Team Leaders to provide personnel leadership and team control. The Team Leaders will be recommended by the Operations Commander and Team Commander and approved by the Board.
2. The SWAT Team will operate on the platoon system and the team members will be divided between two (2) platoons. Each team will have two (2) Team Leaders, as set out above. The Team Leaders will be responsible to the Team Commander, who will report to the Operations Commander. The Operations Commander reports to the Board.
3. The platoons will alternate on call-out status from a schedule provided to each participating police department regarding search warrants. A barricade/hostage or missing person incident may require a "full team" call-up, as may a personnel shortage when requested by the SWAT Team Operations Commander or Team Commander. Participating police departments, through their on-duty watch commander, will be notified of the nature of the call-up and where the call-out is located, and shall use all efforts to ensure team members respond as requested regardless of platoon status.

L. On-going SWAT Team Training. Participating police departments agree to have their personnel participate in two (2) eight (8) hour training days per month to include without limitation firearms and tactics. An additional eight (8) hour training day per month will be provided for counter snipers to maintain their specialized skills. All team members will participate in one (1) continuous five (5) day, 40-hour training course in the fall of each year to maintain team proficiency. Any training and cost "out of the county" for SWAT Team personnel must first be approved by the Board. Every attempt shall be made to provide any training needed for personnel within the county first. Personnel who do not make training or do not successfully complete training are subject to dismissal from the SWAT Team, whether that missed training is related to firearms, tactics, physical or legal training.

M. Training and Policies. The St. Charles County Police Department will provide firearms training to SWAT Team members for tactical team purposes. Participating municipal police departments agree to operate under the St. Charles County Police Department policies and procedures during training and operations. Each Municipality will be forwarded a copy of these policies upon request. Each SWAT Team member will still be required to follow their own police department's firearm policies and training procedures when not operating as a SWAT Team member.

- N. Response to Call-Out. All participating police departments agree to provide team members for response for call-out requests per this Agreement should that need arise. Participating police departments will provide equipment as set out in Article I, Section B and transportation for their members for call-out response. The St. Charles County Police Department will provide for a communication and call-out notification system for the SWAT Team members, as one communication system is required for logistical purposes.
- O. Agency. None of the Municipalities, their police departments or their assigned police officers serving as SWAT Team members shall have any authority as an agent to act on behalf of any other Municipality at any time, or of the St. Charles County Police Department when not engaged in a SWAT Team operation. No individual participating in any activities associated with the SWAT Team shall represent to any person or entity that he or she is entitled to act on behalf of, or may bind, any Municipality or the County.

Article II - Liability

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

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

- B. Indemnification.

- 1. In General.

- a. Claims Arising from SWAT Team Actions. The County does hereby release and agree to indemnify, defend and hold harmless the Municipalities and each SWAT Team member employed by any of the Municipalities from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from the activities, conduct and actions of the SWAT Team during a SWAT Team operation, including without limitation property damage or injury to, or death of persons.

- b. Limitations. Notwithstanding any other provision of this Agreement, the County reserves the right to accept or deny indemnification and defense on the same terms as it defends and protects its County employees as set forth in § 105.010 of the Ordinances of St Charles County, Missouri, as may be amended from time to time.
 - c. Hiring Own Counsel; Effect. Any employee or Municipality shall have the right to retain their own counsel to defend against a claim, but in that event the County shall be relieved of any obligation of defense and indemnification imposed by this Agreement.
2. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to any party to this Agreement of a claim by a third party relating to a SWAT Team operation, the notified party shall promptly report said claim to the County Counselor's Office. The County Counselor or designee shall have the primary responsibility to conduct an initial investigation of said claim.

Any person or Municipality seeking the benefit of indemnification and/or defense from the County pursuant to this Agreement shall cooperate with the attorneys conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence, attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.

- C. Release of claims for workers' compensation liability. Each party to this Agreement accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for members of the SWAT Team.
- D. Use of SWAT Team Members by Their Own Department Outside SWAT Team Command and Control. In no event shall the County be liable for the use of SWAT Team members by their police departments when used outside of the command and control of the commanders of the SWAT Team. Each Municipality hereby agrees that any action it takes using its participating officers outside of the command and control of the commanders of the SWAT Team, or outside of a call- up of the SWAT Team, is purely a liability of the Municipality, and each Municipality agrees that it shall indemnify, protect and hold harmless the County from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, and including payment under any workmen's 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

Municipality, its agents, servants or employees in acting outside the command and control of the commanders of the SWAT Team.

Article III – Media Relations

- A. Media inquiries to the SWAT Team shall be handled by the St. Charles County Police Department Public Information Officer.
- B. The St. Charles County Police Department shall act as primary media response point for actions initiated by the SWAT Team. However, SWAT Team actions taken pursuant to requests for assistance shall be referred to the requesting agency. Upon the request of the initiating jurisdiction, the St. Charles County Police Department Public Information Officer may assist with any such media inquiries.

Article IV – Renewal and Termination

- A. Term of the Agreement. This Agreement shall remain in full effect for a term of two years from the Effective Date unless terminated in accordance with the terms hereof. If not specifically terminated then this Agreement shall thereafter automatically renew and continue in effect from year to year unless terminated in the manner provided for in Section B of this Article.
- B. Voluntary Termination by Any Party. The County Executive, on behalf of the County, or any Mayor, on behalf of his/her Municipality, may terminate the participation of their department in the SWAT Team at any time by giving thirty (30) days prior written notice to the other parties. Should the County terminate this Agreement, the SWAT Team shall be abolished, and equipment not specifically purchased by a Municipality for its team members shall be returned to the St. Charles County Police Department. Notwithstanding any other provisions of this Article to the contrary, the provisions of Article II to this Agreement shall survive termination of this Agreement as it relates to any activities, conduct or actions of the SWAT Team or its members that may give rise to any demand, claim, suit or judgment for damages to property or injury to or death of persons arising prior to the effective date of such termination.

Article V - Signatures and Filing

- A. Additional Parties. Additional municipalities may join as parties to this Agreement upon approval of the Board, and approval and execution of a counterpart of this Agreement by the Mayor and Police Chief of each new Municipality after obtaining all necessary authorization through order or ordinance of their respective governing bodies to enter into this Agreement.
- B. Communications. Except with respect to the operations of the SWAT Team, any other notice, demand, communication, or request required or permitted hereunder shall be in writing, and delivered in person, or sent certified, return receipt requested, via United States mail, or via facsimile transmission, to the County Executive for the County, and

to the Mayor or other chief executive officer for any Municipality, at their addresses or facsimile transmission numbers of their public office.

Notices shall be effective as follows: (i) in the case of certified mail, return receipt requested, upon the third day after such notice is deposited in the U.S. Mail in the manner specified; (ii) in the case of delivery, upon delivery of such notice at the address specified; and (iii) in the case of facsimile transmission, upon the sender's receipt of the facsimile system's confirmation of successful transmission to the facsimile number specified; provided, however, that any notice sent by facsimile must also be transmitted in one of the other manners provided hereunder. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the County and the Municipalities.

- C. Entire Agreement and Modifications. This Agreement constitutes the entire undertaking between the parties hereto regarding the SWAT Team, and supersedes any and all prior agreements, arrangements and understandings between the parties with respect to the subject matter hereof. Except for the inclusion of additional parties to this Agreement pursuant to Section A of this Article, no party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- D. Capacity and Authorization. The County and each Municipality by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the respective party, except as otherwise specifically set forth herein. A copy of this Agreement and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective City Clerk for each Municipality, and the Registrar for the County, and shall be exchanged between each Municipality and the County.
- E. Assignment. No portion of this Agreement or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with the written consent of the other parties hereto or except as otherwise specifically provided for herein.
- F. Third Party Rights. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Municipalities.
- G. Headings. The headings of various Articles, sections and subsections of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

- H. Severability; Effect on Other Agreements. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.
- I. Laws to Govern. This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.
- J. Waiver. The failure of any party at any time to require performance by another party of any provision hereof shall in no way affect the right of the non-requiring party thereafter to enforce the same. No waiver shall be effective unless in writing, nor shall waiver by any party of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- K. Counterparts. This Agreement may be executed in one or more counterparts and by one or more and subsequent Municipalities, the combination of which shall be considered one original document.
- L. Effective Date. This Agreement shall become effective as of the date of its execution by the County and one or more Municipalities and shall be effective as to each Municipality which thereafter executes one or more counterparts of this Agreement as of the date of such execution.

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

1. For St. Charles County, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Steve Ehlmann, County Executive

Notary Public
Seal:

Kurt Frisz, Chief of Police

Notary Public
Seal:

DRAFT

2. For the City of O'Fallon, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Bill Hennessy, Mayor

Notary Public
Seal:

Tim Clothier, Chief of Police

Notary Public
Seal:

DRAFT

3. For the City of Wentzville, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Nick Guccione, Mayor

Notary Public
Seal:

Paul West, Interim Chief of Police

Notary Public
Seal:

DRAFT

4. For the City of St. Peters, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Len Pagano, Mayor

Notary Public
Seal:

Richard Struttman, Chief of Police

Notary Public
Seal:

DRAFT

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

Subscribed and sworn to before me this ____
day of _____, 2020.

Kathy Schweikert, Mayor

Notary Public
Seal:

Chris DiGiuseppi, Chief of Police

Notary Public
Seal:

DRAFT

6. For the City of St. Charles, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Dan Borgmeyer, Mayor

Notary Public
Seal:

Randy McKinley, Chief of Police

Notary Public
Seal:

DRAFT

BILL NO. 20-53

I-07

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY
(SIMMONDS, 1911 OAK TREE STREET) TO THE CITY OF ST. PETERS,
MISSOURI

WHEREAS, on February 27, 2020, a verified petition signed by all of the owners of the real estate hereinafter described requesting annexation of said territories into the City of St. Peters, Missouri, were filed with the City Clerk; and

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

WHEREAS, a Public Hearing concerning said matter was held at the City Hall in St. Peters, Missouri, at the hour of 6:30 p.m. on March 26, 2020; and

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

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

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

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

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

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

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

Legal Description

HI PT AC RESUB LOT 1 – LOT 1D

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

More commonly known as 1911 Oak Tree Street

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

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

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

SECTION 5. Savings Clause.

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

SECTION 6. Severability Clause.

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

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

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

Read two times, passed, and approved this 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CORPORATE LIMITS AND ZONING DISTRICT MAP OF THE CITY OF ST. PETERS, MISSOURI, IN RESPONSE TO A VOLUNTARY ANNEXATION OF PROPERTY (SIMMONDS, 1911 OAK TREE STREET)

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

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

SECTION 1. That an amended zoning map of the City of St. Peters shall and hereby is adopted as a part of this Ordinance which zoning map has been amended to include the newly annexed territories brought within the corporate limits by Ordinance Number _____ which was passed and approved on May 28, 2020.

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

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

Legal Description

HI PT AC RESUB LOT 1 – LOT 1D

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

More commonly known as 1911 Oak Tree Street, St. Peters, MO 63376

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

SECTION 4. Savings Clause

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

SECTION 5. Severability Clause

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

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

Read two times, passed, and approved this 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

BILL NO. 20-55

I-09

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY (SPIES,
8 LE-JER LANE) TO THE CITY OF ST. PETERS, MISSOURI

WHEREAS, on February 27, 2020, a verified petition signed by all of the owners of the real estate hereinafter described requesting annexation of said territories into the City of St. Peters, Missouri, were filed with the City Clerk; and

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

WHEREAS, a Public Hearing concerning said matter was held at the City Hall in St. Peters, Missouri, at the hour of 6:30 p.m. on March 26, 2020; and

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

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

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

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

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

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

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

Legal Description

PT SE ¼ SEC 33 & LE JER AC E 15.75 FT LOT 11

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

More commonly known as 8 Le-Jer Lane

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

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

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

SECTION 5. Savings Clause.

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

SECTION 6. Severability Clause.

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

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

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

Read two times, passed, and approved this 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CORPORATE LIMITS AND ZONING DISTRICT MAP OF THE CITY OF ST. PETERS, MISSOURI, IN RESPONSE TO A VOLUNTARY ANNEXATION OF PROPERTY (SPIES, 8 LE-JER LANE)

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

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

SECTION 1. That an amended zoning map of the City of St. Peters shall and hereby is adopted as a part of this Ordinance which zoning map has been amended to include the newly annexed territories brought within the corporate limits by Ordinance Number _____ which was passed and approved on May 28, 2020.

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

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

Legal Description

PT SE ¼ SEC 33 & LE JER AC E 15.75 FT LOT 11

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

More commonly known as 8 Le-Jer Lane, St. Peters, MO 63376

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

SECTION 4. Savings Clause

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

SECTION 5. Severability Clause

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

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

Read two times, passed, and approved this 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

BILL NO. 20-57

I-11

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY
(MIKULUS, 9 PATTY ANN COURT) TO THE CITY OF ST. PETERS,
MISSOURI

WHEREAS, on April 9, 2020, a verified petition signed by all of the owners of the real estate hereinafter described requesting annexation of said territories into the City of St. Peters, Missouri, were filed with the City Clerk; and

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

WHEREAS, a Public Hearing concerning said matter was held at the City Hall in St. Peters, Missouri, at the hour of 6:30 p.m. on April 23, 2020; and

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

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

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

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

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

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

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

Legal Description

LOT 6 OF PATTY ANN PARK SUBDIVISION

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

More commonly known as 9 Patty Ann Court

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

SECTION 3. That the land described as the Simmonds Property, in Section 1 of this Ordinance shall be part of Ward 2 of the City of St. Peters.

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

SECTION 5. Savings Clause.

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

SECTION 6. Severability Clause.

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

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

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

Read two times, passed, and approved this 28th day of May, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CORPORATE LIMITS AND ZONING DISTRICT MAP OF THE CITY OF ST. PETERS, MISSOURI, IN RESPONSE TO A VOLUNTARY ANNEXATION OF PROPERTY (MIKULUS, 9 PATTY ANN COURT)

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

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

SECTION 1. That an amended zoning map of the City of St. Peters shall and hereby is adopted as a part of this Ordinance which zoning map has been amended to include the newly annexed territories brought within the corporate limits by Ordinance Number _____ which was passed and approved on May 28, 2020.

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

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

Legal Description

LOT 6 OF PATTY ANN PARK SUBDIVISION

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

More commonly known as 9 Patty Ann Court, St. Peters, MO 63376

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

SECTION 4. Savings Clause

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

SECTION 5. Severability Clause

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

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

Read two times, passed, and approved this 28th day of May, 2020.

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 CONTRACT WITH VANTAGE CONSTRUCTION COMPANY D/B/A VANSTAR CONSTRUCTION CO. FOR THE CITY OF ST. PETERS' DESIGN/BUILD CULTURAL ARTS CENTRE RESTROOMS PROJECT

WHEREAS, the City of St. Peters owns and operates a Cultural Arts Centre located within City Hall which promotes the talents of local artists, provides cultural outlets for residents of the community, and serves as meeting places for various meetings and events; and

WHEREAS, the City solicited bids for the design, expansion and remodel of two (2) existing Cultural Arts Centre public restrooms along with the construction of a family safe restroom, known as the Design/Build Cultural Arts Centre Restrooms Project; and

WHEREAS, two (2) bids were received on May 22, 2020, for said Design/Build Cultural Arts Centre Restrooms Project; and

WHEREAS, it is recommended that a contract be awarded to Vantage Construction Company d/b/a Vanstar Construction Co. for the City of St. Peters' Design/Build Cultural Arts Centre Restroom 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 a contract with Vantage Construction Company d/b/a Vanstar Construction Co. in the initial amount of Two Hundred Six Thousand Nine Hundred (\$206,900.00) dollars for the design, expansion and remodel of two (2) existing public restrooms along with the design and construction of a family safe restroom for the City of St. Peters' Design/Build Cultural Arts Centre Restrooms Project. Upon approval of the City Administrator, the initial contract amount shall be adjusted as necessary based on the final measured quantities at the unit prices 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 complete 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 (2) times, passed and approved this 28th day of May, 2020.

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 CONTRACT WITH INTEGRA, INC. FOR THE DESIGN/BUILD GOLF MAINTENANCE FACILITY PROJECT

WHEREAS, the City of St. Peters owns and operates a golf course at the St. Peters' Golf Club; and

WHEREAS, the destruction of the golf course maintenance shed by a fire on April 25, 2019, also caused the destruction of multiple pieces of machinery that were used to maintain the course and which were stored in said shed; and

WHEREAS, the City solicited bids for the Design/Build Golf Maintenance Facility Project; and

WHEREAS, five (5) bids were received on April 30, 2020, for said Design/Build Golf Maintenance Facility Project; and

WHEREAS, it is recommended that a contract be awarded to Integra, Inc. for the Design/Build Golf Maintenance Facility 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 a contract with Integra, Inc. in the initial amount of Five Hundred Fifty Five Thousand (\$555,000.00) dollars for the design and construction of a golf maintenance shed for the Design/Build Golf Maintenance Facility Project. Upon approval of the City Administrator, the initial contract amount shall be adjusted as necessary based on the final measured quantities at the unit prices 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 complete 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 (2) times, passed and approved this 28th day of May, 2020.

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 PROFESSIONAL SERVICES CONTRACT WITH TABRI, LLC FOR INCLUSIVE RECREATION SERVICES

WHEREAS, the City of St. Peters desires to include St. Charles County residents with disabilities in existing, and age-appropriate, inclusive recreation/leisure programs and services; and

WHEREAS, the City of St. Peters finds it's necessary to enter into a contract for inclusive coordination as a resource to assist staff; and

WHEREAS, funds have been appropriated by the Developmental Disabilities Resource Board of St. Charles County (DDRB), City of St. Peters, City of St. Charles and City of O'Fallon for the completion of this project; and

WHEREAS, the City of St. Peters will be the administrator of this contract.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to enter into a professional services agreement with TaBri, LLC, in an amount not to exceed \$70,166.57 for the inclusive recreation services.

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. 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

No.

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 28th day of May, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A FUNDING AGREEMENT WITH THE DEVELOPMENTAL DISABILITIES RESOURCES BOARD OF ST. CHARLES COUNTY (DDRB) FOR INCLUSION COORDINATOR RECREATION SERVICES

WHEREAS, the City of St. Peters desires to include St. Charles County residents with disabilities in existing, and age-appropriate, inclusive recreation/leisure programs and services; and

WHEREAS, the City of St. Peters finds it necessary to renew an agreement with the Developmental Disabilities Resources Board of St. Charles County (DDRB) for partial funding of an inclusive coordination as a resource to assist staff; and

WHEREAS, funds will be appropriated from the Developmental Disabilities Resources Board of St. Charles County (DDRB), City of St. Peters, City of St. Charles and City of O'Fallon for completion of this project; and

WHEREAS, it is recommended that funds be accepted from the Developmental Disabilities Resources Board (DDRB) for the funding of an Inclusion Coordinator.

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 a letter of understanding with the Developmental Disabilities Resources Board to accept funding not to exceed \$38,131.00.

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. 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

No.

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 28th day of May, 2020.

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 WITH TSI GLOBAL COMPANIES, LLC FOR THE ST. PETERS REC-PLEX IMPROVEMENTS - DESIGN/BUILD NATATORIUM AUDIO SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the City of St. Peters owns and operates a recreation complex to promote the general health, safety and welfare of the community; and

WHEREAS, the audio and visual systems in the natatorium need updating to attract and accommodate the various swimming events that are held in the greater St. Louis Metro Area; and

WHEREAS, the City solicited bids for the St. Peters Rec-Plex Improvements - Design/Build Natatorium Audio System Improvements Project; and

WHEREAS, five (5) bids were received on May 22, 2020, for said St. Peters Rec-Plex Improvements - Design/Build Natatorium Audio System Improvements Project; and

WHEREAS, it is recommended that a contract be awarded to TSI Global Companies, LLC, for the St. Peters Rec-Plex Improvements - Design/Build Natatorium Audio System Improvements 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 a contract with TSI Global Companies, LLC in the initial amount of One Hundred Forty One Thousand Eight Hundred Fifteen (\$141,815.00) dollars for the design and installation to update the audio and visual systems for the St. Peters Rec-Plex Improvements - Design/Build Natatorium Audio System Project. Upon approval of the City Administrator, the initial contract amount shall be adjusted as necessary based on the final measured quantities at the unit prices 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 complete 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 (2) times, passed and approved this 28th day of May, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR AND RELATING TO STOP SIGNS IN THE CITY OF ST. PETERS, MISSOURI, BY ESTABLISHING PERMANENT MULTI-WAY STOPS UPON APPROACHING OR CROSSING OR ENTERING THE INTERSECTION OF KIMBERLY LANE AND BELLEMEADE DRIVE, FROM ALL DIRECTIONS, AND AMENDING TABLE II-A OF SCHEDULE II OF TITLE III OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS PROVIDING FOR STOP INTERSECTIONS

WHEREAS, certain traffic conditions at the intersection of Kimberly Lane and Bellemeade Drive are of great concern to area residents; and

WHEREAS, the City of St. Peters is desirous of providing improved safety at all times for our residents.

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

SECTION 1. Permanent Stops Designated: The driver or person in control of any motor vehicle traveling on streets and highways of the City of St. Peters, Missouri, shall cause said vehicle to be brought to a stop when approaching or crossing or entering the following intersection in the City of St. Peters, Missouri:

Kimberly Lane and Bellemeade Drive, from all directions.

SECTION 2. That Table II-A of Schedule II Stop Intersections. of Title III Traffic Code. of the Municipal Code of the City of St. Peters is hereby amended:

To add as *Permanent Stops Designated*:

Intersection

Stop Sign Faces

Kimberly Lane and Bellemeade Drive

All Directions

SECTION 3. Penalty. Any person found guilty of violating this ordinance shall be deemed to have committed an ordinance violation.

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 extend, 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 (2) times, passed and approved this 28th day of May, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE AND DELIVER TWO SPECIAL WARRANTY DEEDS CONVEYING REAL PROPERTY TO DUANE AND DEBORAH MONDAY AND PAUL AND JENNIFER CROSS

WHEREAS, the property previously known and numbered as 2 Heather Drive and owned by the City of St. Peters is no longer necessary for any present public purpose; and

WHEREAS, the adjacent property owners Duane and Deborah Monday and Paul and Jennifer Cross, desire to purchase such surplus property from the City; and

WHEREAS, the resubdivision plat was approved by the Planning & Zoning Commission and the Board of Aldermen; and

WHEREAS, the City will retain a ten (10) foot maintenance easement along the barrier wall; and

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

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

SECTION NO. 1. That the form, terms and provisions of the Special Warranty Deeds attached hereto, marked as Exhibit "A" and Exhibit "B", 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 for and on behalf of the City said Special Warranty Deeds in substantially the form attached hereto. The City Clerk of the City is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Special Warranty Deeds and this ordinance.

SECTION NO. 2. Effective Date.

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

SECTION NO. 3. Savings.

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

SECTION NO. 4. Severability.

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

Read two times, passed and approved this 28th day of May, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: Patricia E. Smith, City Clerk

SPECIAL WARRANTY DEED

This instrument, made and entered into this _____ day of _____, 2020, by and between the City of St. Peters, Missouri, a Missouri municipal corporation, its grantors and assigns, whose address is #1 St. Peters Centre Blvd., St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and Duane F. Monday and Deborah L. Monday, husband and wife, with a mailing address of 432 Sutters Mill Road, St. Peters, Missouri 63376, hereinafter referred to as GRANTEE.

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY
REFERENCE HEREIN

To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever. The said GRANTOR hereby covenanting that it and its successors and assigns shall and will ***Warranty and Defend*** the title to the premises unto the said GRANTEE, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under GRANTOR, but none other, excepting, however, the general taxes for the calendar year 2020 and thereafter, and the special taxes becoming a lien after the date of this deed.

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

GRANTOR:

CITY OF ST. PETERS, MISSOURI
A Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

Attest: _____
Patricia E. Smith, City Clerk

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

On this _____ day of _____, 2020, 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, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Missouri Municipal Corporation, by authority of its Board of Aldermen, and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission expires:

EXHIBIT "A"
LEGAL DESCRIPTION

Adjusted Lot 96 of Oak Creek Hills - Plat 1 Resubdivision of Lots 56, 57, 96 And 97, a subdivision according to the plat thereof recorded in Plat Book _____ Page _____, of the St. Charles County, Missouri, Records.

DRAFT

Exhibit B

SPECIAL WARRANTY DEED

This instrument, made and entered into this _____ day of _____, 2020, by and between the City of St. Peters, Missouri, a Missouri municipal corporation, its grantors and assigns, whose address is #1 St. Peters Centre Blvd., St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and Paul Cross and Jennifer Waggener-Cross, husband and wife, with a mailing address of 4 Heather Drive, St. Peters, Missouri 63376, hereinafter referred to as GRANTEE.

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY
REFERENCE HEREIN

To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever. The said GRANTOR hereby covenanting that it and its successors and assigns shall and will ***Warranty and Defend*** the title to the premises unto the said GRANTEE, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under GRANTOR, but none other, excepting, however, the general taxes for the calendar year 2020 and thereafter, and the special taxes becoming a lien after the date of this deed.

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

GRANTOR:

CITY OF ST. PETERS, MISSOURI
A Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

Attest: _____
Patricia E. Smith, City Clerk

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

On this _____ day of _____, 2020, 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, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Missouri Municipal Corporation, by authority of its Board of Aldermen, and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission expires:

EXHIBIT "A"
LEGAL DESCRIPTION

Adjusted Lot 57 of Oak Creek Hills - Plat 1 Resubdivision of Lots 56, 57, 96 And 97, a subdivision according to the plat thereof recorded in Plat Book _____ Page _____, of the St. Charles County, Missouri, Records.

DRAFT

RESOLUTION NO.

A RESOLUTION ESTABLISHING THE
ST. PETERS PARKS, RECREATION, AND ARTS ADVISORY BOARD

WHEREAS, the Board of Aldermen wishes to establish a Parks, Recreation, and Arts Advisory Board (hereinafter 'PRA Advisory Board') to be a citizen organization comprised of volunteer residents of the City of St. Peters and who have no direct affiliation with the Parks, Recreation, and Cultural Arts Departments or City government; and

WHEREAS, the PRA Advisory Board is to be an organization which operates as a public interface between city residents, city staff and elected officials with the purpose to advise, suggest, recommend and assist, where possible, in matters related to parks, recreation, cultural arts, golf, historical, and sustainability activities and programs within the City; and

WHEREAS, the Board of Aldermen of the City of St. Peters has previously established the Parks and Recreation Advisory Board by Resolution Number 1086, and modified by Resolution Numbers 1194, 1405, 1458, and 1579, each of which are hereby rescinded; and Section No. 2 of Resolutions 1492 and 1546, which relate to the Parks, Recreation, and Arts Advisory Board, are and hereby rescinded.

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

SECTION 1. The Board of Aldermen of the City of St. Peters hereby rescinds Resolution Number 1086, as modified by Resolution Numbers 1194, 1405, 1458, and 1579, each of which are hereby rescinded; and, Section No. 2 of Resolutions 1492 and 1546, which relate to the Parks, Recreation, and Arts Advisory Board, are hereby rescinded.

SECTION 2. DUTIES

The duties of the PRA Advisory Board shall include, but are not limited to, the following:

- 2.1 Function as an interface with the community.
- 2.2 Establish and maintain a good working relationship with city staff, elected officials, residents, and civic organizations in our community which are, or which would like to be, active in parks, recreation, golf, cultural arts, city history, or sustainable activities.
- 2.3 Foster and support the recreational organizations and clubs providing leadership and organizational structure for recreation and leisure programs in our community.
- 2.4 Foster, support, and enhance a community recreation climate.
- 2.5 Promote public awareness of parks, recreation, cultural arts, golf, city history, and sustainability by means not limited to city publications, cable access, flyers, news and social media, and speaking to civic groups.
- 2.6 Act as an interface with the community concerning major project initiatives of the Board of Aldermen, and provide reports to the Board of Aldermen concerning parks, recreation, cultural arts, golf, city history, and sustainability related ideas and activities.
- 2.7 Provide appropriate input for the development and/or improvements to city parks, recreation, arts, golf, historical, and sustainable programs and facilities.

SECTION 3. MEMBERSHIP

- 3.1 The PRA Advisory Board shall consist of eleven (11) members. Two (2) members from each ward and three (3) members selected at-large from the City, appointed by the Mayor with the approval and consent of the Board of Aldermen.
- 3.2 Two (2) youth representatives may serve on the PRA Advisory Board. Youth representatives should be between the ages of 12 and 18, selected at-large from the City, appointed by the Mayor with the approval and consent of the Board of Aldermen. Youth representatives are non-voting members.
- 3.3 The selection of members shall be made without respect to race, color, creed, national origin, age, handicap, sexual orientation, or gender.
- 3.4 Members shall reside within the corporate city limits of the City of St. Peters.
- 3.5 Members shall receive no compensation for their services as a PRA Advisory Board members.

SECTION 4. TERM OF MEMBERSHIP

- 4.1 Members shall be appointed for a two year term with members in each ward having staggered terms.
- 4.2 Any member may resign from the PRA Advisory Board by giving written notice to the Mayor. The resignation will be effective immediately upon receipt of such notice.
- 4.3 The Mayor may, at any time, with or without cause, remove any PRA Advisory Board member.

SECTION 5. OFFICERS

- 5.1 The PRA Advisory Board shall elect its own officers in accordance with the following guidelines:
 - a. Officers shall be elected by a majority vote of the voting members at a meeting of the PRA Advisory Board at which a quorum is present.
 - b. Officers shall consist of a chairperson, vice chairperson and secretary.
 - c. The election of officers shall take place upon establishment of the PRA Advisory Board and in March of each subsequent year.
 - d. Officers shall be elected for a term of one (1) year.
- 5.2 Chairperson
The chairperson's duties shall be those usually pertaining to the office as set forth in Robert's Rules of Order and such other duties as may be prescribed. The chairperson may form focus committees on matters identified as relevant to the PRA Advisory Board. The chairperson shall orientate newly appointed members, establish annual and meeting agendas for the PRA Advisory Board, and prepare reports for the Aldermanic Representatives. The chairperson may serve no more than two (2) consecutive terms as chairperson.
- 5.3 Vice-Chairperson
The vice-chairperson shall perform the duties of the chairperson in his/her absence. Succession to the position of chairperson is not automatic.
- 5.4 Secretary
The secretary shall keep records of attendance of members at the meetings and take the minutes of the meeting.

SECTION 6. EX OFFICIO MEMBERS

- 6.1 Ex-officio members shall consist of at least one staff liaison, one or more Aldermanic Representative(s), and youth representative(s), all of whom shall be non-voting members. The staff liaison will assist the chairperson in coordinating the meetings and developing the agenda. The Aldermanic Representative(s) shall be appointed by the Mayor, with the approval and consent of the Board of Aldermen, to the PRA Advisory Board focus committees to serve for a term of one year or until their respective successor is duly appointed, or until such time as the person no longer holds the office of Alderman in the City, whichever shall occur first.

SECTION 7. MEETINGS

- 7.1 Regular meetings of the PRA Advisory Board will be held on the third Tuesday of every other month. Regular meeting dates may be changed by a vote of the majority of the entire PRA Advisory Board. All regular meetings shall be open to the public.
- 7.2 The chairperson may call special meetings of the PRA Advisory Board with not less than 24-hours written notice.
- 7.3 Regular attendance is expected at meetings. PRA Advisory Board members may lose membership if s(he) misses three (3) consecutive regular meetings or 50% of all regular meetings in a twelve (12) month period.

SECTION 8. FOCUS COMMITTEES

- 8.1 The PRA Advisory Board chairperson may form focus committees in various areas, including, but not limited to, parks, recreation, cultural arts, golf, city history, or sustainability.
 - a. The PRA Chairperson shall appoint one (1) PRA Advisory Board member to chair each focus committee.
 - b. Focus committees may meet as often as necessary to facilitate activities and assignments applicable to the focus area.
 - c. No maximum number of persons may serve on a focus committee.
 - d. Focus committees will report their findings and recommendations to the PRA Advisory Board which shall make reports and recommendations to the Board of Aldermen.
 - e. Each focus committee may be dissolved when work on any assigned project or focus area is determined to be complete by the PRA Advisory Board.

SECTION 9. RULES

- 9.1 Robert's Rules of Order shall govern all PRA Advisory Board regular meetings.
- 9.2 Focus committee meetings are not required to follow Robert's Rules of Order.
- 9.3 The attendance of three (3) members of the PRA Advisory Board shall constitute a quorum for purposes of conducting the business of the PRA Advisory Board.
- 9.4 Each active member of the PRA Advisory Board shall be entitled to vote on any issue presented to the PRA Advisory Board. Youth members cannot vote but are encouraged to offer their opinion and/or support of a vote.
- 9.5 Minutes should be distributed via regular U.S. mail or email at least one week and 1 day prior to the next board meeting, for approval at that meeting.

SECTION 10. EXPENDITURES

- 10.1 The expenditures of the PRA Advisory Board, exclusive of grants and gifts, shall be the sum of \$1,000 per year subject to approval by the City Administrator. Anything to the contrary contained in this Resolution notwithstanding, the expenditures of the PRA Advisory Board shall be subject to and dependent upon annual appropriations being made by it by the Board of Aldermen.

This Resolution shall be in full force and effect upon its adoption by the Board of Aldermen of the City of St. Peters.

Read and adopted this 28th day of May, 2020.

Len Pagano, As Presiding Officer and As Mayor

Attest: _____
Patricia E. Smith, City Clerk