



# CITY OF ST. PETERS BOARD OF ALDERMEN

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

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OCTOBER 8, 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: Mark Erickson, Retirement
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of September 24, 2020](#); and the [Regular Board of Aldermen meeting of September 24, 2020](#).
- E. Reports of Officers, Boards and Commissions
  - 1. Mayoral Report of Appointments to Boards and Commissions
    - a. [Re-Appointments to the Planning and Zoning Commission](#)
  - 2. City Administrator's Report:
  - 3. Report of Director, Planning, Community and Economic Development:
  - 4. St. Peters Business Spotlight: None
- F. Open Forum
  - 1. Citizens Petitions and Comments
  - 2. Communications from the Elected Officials
  - 3. Announcements
- G. Public Hearings: None
- H. Unfinished Business Items: None

I. New Business Items:

1. [Bill No. 20-107](#): Bill accepting conveyance of fee simple title to real property by General Warranty Deed from Kaplan Development and Investment Corporation
2. [Bill No. 20-108](#): Bill adopting and enacting a new Code of Ordinances of the City of St. Peters; establishing the same; providing for the repeal of certain ordinances not included therein, except as herein expressly provided; providing for the manner of amending such Code of Ordinances; providing penalty for the violation thereof; and providing when this ordinance shall become effective
3. [Bill No. 20-109](#): Bill authorizing the City Administrator to execute a lease with St. Peters Hockey Club, a Missouri Nonprofit Corporation, for certain real property
4. [Bill No. 20-110](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement with Schulte Supply for the purchase of residential and commercial water meters and miscellaneous meter components
5. [Bill No. 20-111](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement providing for a Temporary Construction Easement for the Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305-618 (Brooks)
6. [Bill No. 20-112](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to execute an agreement for Professional Services with RJN Group, Inc. to complete the 2021 Sanitary Sewer Evaluation Study
7. [Bill No. 20-113](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to enter into an agreement with the City of Saint Charles for use of recreational facilities
8. [Bill No. 20-114](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to negotiate and execute a Professional Engineering Services Agreement for the St. Peters Rec-Plex North Ice System Replacement Project
9. [Bill No. 20-115](#): Bill amending Section 505.040 – Amendments. Of Chapter 505 Building Code (Non-Residential) of Title V: Building and Construction of the Code of the City of St. Peters, Missouri, by deleting Subsection 111.6.5 in its entirety
10. [Bill No. 20-116](#): Bill of the City of St. Peters, Missouri, amending Section 125.020(A)(3) of the City Code by deleting it in its entirety; enacting, in lieu thereof, a new Section 125.020(A)(3); and prohibiting employment based on nepotism
11. [Bill No. 20-117](#): Bill of the City of St. Peters, Missouri, amending Chapter 135 of the City Code by deleting it in its entirety; enacting, in lieu thereof, a new Chapter 135; and enacting a Purchasing Policy for the City

J. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

K. Adjournment

AGENDA Posted at City Hall: October 5, 2020 at 9:00 a.m.  
By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: October 22, 2020



CITY OF ST. PETERS BOARD OF ALDERMEN  
WORK SESSION MINUTES  
September 24, 2020

The Work Session was called to order at approximately 5:00 p.m. on Thursday, September 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; Alderman Barclay; Alderman Bateman; Alderman Reimer; Board President Reitmeyer; Alderman Sartorius; Alderman Townsend; Alderman Trupiano; Alderman Violet. Staff present includes: Cathy Pratt, Staff Support Services Manager; Bill Malach, Water Environmental Services Manager; Burt Benesek, Transportation Development Services Manager; Rick Struttman, Police Chief; Russ Batzel, City Administrator; Randy Weber, City Attorney; and Patty Smith, City Clerk.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOA ITEMS FOR DISCUSSION

No items were discussed.

MAYOR/CITY ADMINISTRATOR ITEM

Unfinished Business Items: None

New Business Items:

Alderman Townsend moved and Alderman Reimer seconded the motion to remove Recommendation/ 2020 Annual Water Meter Purchase from the agenda for discussion. The motion was approved.

RECOMMENDATION/ 2020 ANNUAL WATER METER PURCHASE – MALACH

Mr. Malach stated that Schulte Supply in St. Peters is the sole source provider of Neptune meters, the automated reading system, in the State of Missouri. Neptune Meters are required to be purchased in order for the meters and electronic heads to be compatible with the meter reading software. Staff recommends replacing 1810 residential and commercial water meters at a cost of \$349,089.50. Schulte Supply is holding costs at the FY20 price. With Board approval, an authorizing ordinance will be placed on the October 8, 2020 BOA agenda. No further comments or questions from the Board of Aldermen. Alderman Violet moved and Alderman Bateman seconded the motion to place this item on the October 8, 2020 Board of Aldermen meeting agenda for consideration. All in favor, the motion was approved. **This**

**item will be placed on the October 8, 2020 Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Bateman seconded the motion to remove Professional Services Contract for FY'21 Sanitary Sewer Evaluation Survey from the agenda for discussion. The motion was approved.

#### PROFESSIONAL SERVICES CONTRACT FOR FY'21 SANITARY SEWER EVALUATION SURVEY – MALACH

Mr. Malach stated this item is for the FY'21 Sanitary Sewer Evaluation Study (SSES) to inspect sanitary sewer lines to identify structural defects and inflow and infiltration. Staff is recommending RJN Group, Inc. for a professional services agreement in the amount of \$125,000. This SSES program will assess Meter Basin 3 in the area of Candlewick Estates, Brookwood Estates, Summerwinds Condominiums, and Canterbury Park; and Meter Basin 2 in the Sunny Meadows Estates area. With approval, an authorizing ordinance will be placed on the October 8, 2020 BOA agenda. No comments or questions from the Board of Aldermen. Alderman Reitmeyer moved and Alderman Sartorius seconded the motion to place this item on the October 8, 2020 Board of Aldermen meeting agenda for consideration. All in favor, the motion was approved. **This item will be placed on the October 8, 2020 Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Reitmeyer seconded the motion to remove CMPF Conveyor Replacement Project Recommendation from the agenda for discussion. The motion was approved.

#### CMPF CONVEYOR REPLACEMENT PROJECT RECOMMENDATION – MALACH

Mr. Malach advised that the replacement of the two solid waste and recycling conveyors at the Central Materials Processing Facility were scheduled for replacement during the FY'21 budget year; however, the conveyors failed on September 12, 2020 just prior to the end of the fiscal year. Mr. Malach requested immediate replacement of these conveyors. Staff recommended DeHart Recycling Services in the initial amount of \$228,545, with an authorizing ordinance on tonight's meeting agenda. No further comments or questions from the Board of Aldermen. **This is business item I-05 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Violet moved and Alderman Bateman seconded the motion to remove Recommendation/ Engineering Services Agreement for the Rec-Plex North Ice System from the agenda for discussion. The motion was approved.

#### RECOMMENDATION/ ENGINEERING SERVICES AGREEMENT FOR THE REC-PLEX NORTH ICE SYSTEM – BENESEK

Mr. Benesek presented a slideshow on the Rec-Plex North Ice System replacement consultant recommendation. Mr. Benesek reviewed the project scope and various uses for the rink. Staff recommended negotiating an Engineering Services Agreement with B32 Engineering Group in an amount not to exceed \$250,000 as part of the FY20 Recreation

Fund. With approval, an authorizing ordinance will be placed on the October 8, 2020 BOA agenda. No comments or questions from the Board of Aldermen. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to place this item on the October 8, 2020 Board of Aldermen meeting agenda for consideration. All in favor, the motion was approved. **This item will be placed on the October 8, 2020 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Reimer seconded the motion to remove Update/City Code Editorial and Code Analysis/10-Year Review from the agenda for discussion. The motion was approved.

#### UPDATE/CITY CODE EDITORIAL AND CODE ANALYSIS/10-YEAR REVIEW – PRATT/SMITH

Ms. Pratt explained staff is in the process of finalizing the 10-year City Code Review update. Ms. Pratt stated that two City Code amendments were distributed to the Board prior to tonight's meeting related to Chapter 125 Personnel and Chapter 135 Purchasing System. She explained the updates to Chapter 125 regarding clarification to the City's nepotism policy; and Chapter 135 regarding Purchasing requirements and Professional Services. Board of Aldermen comments and questions were addressed by Ms. Pratt, City Administrator Batzel and City Attorney Weber. Alderman Reitmeyer moved and Alderman Trupiano seconded the motion to place these items on the October 8, 2020 Work Session and Board of Aldermen meeting agendas for consideration. All in favor, the motion was approved. **These items will be placed on the October 8, 2020 Board of Aldermen meeting agenda for consideration.**

#### MISCELLANEOUS UPDATES – BATZEL

- Body Art Code Update – Benesek

Mr. Benesek gave an update on the Body Art Code amendments that were previously discussed with the Board at the September 24<sup>th</sup> Work Session meeting. This code amendment clarifies the definition of what constitutes body art. Staff and City Attorney are reviewing the code further for any subsequent changes throughout the City Code that this amendment effects, and will bring this item back to a future Board meeting.

#### INTERGOVERNMENTAL AGREEMENT – BATZEL

Mr. Batzel reminded the Board of Aldermen of an Intergovernmental Reciprocal Agreement with St. Charles City for use of pools and outdoor facilities that expires at the end of the year. Staff recommends a two-year renewal agreement for St. Peters and St. Charles City residents to continue to have use of three aquatic facilities within St. Charles City and the Rec-Plex and outdoor facilities within the City of St. Peters at the same residential rates. No comments or questions from the Board of Aldermen. Alderman Reitmeyer moved and Alderman Violet seconded the motion to place this item on the October 8, 2020 Board of Aldermen meeting agenda for consideration. All in favor, the motion was approved. **This item will be placed on the October 8, 2020 Board of Aldermen meeting agenda for consideration.**

## BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

Mr. Batzel reminded the Board that on Wednesday, September 23, 2020 a revised Board of Aldermen meeting agenda and packet was posted and sent out to the Mayor and Board of Aldermen by City Clerk Smith; which included New Business Item I-07, an amendment to the Development Agreement with CRG on Project Smile.

### 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 Reitmeyer 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 6:06 p.m. Roll Call was taken as follows: President of the Board of Aldermen, Alderman Reitmeyer: yes; Alderman Bateman: yes; Alderman Violet: yes; Alderman Sartorius: yes; Alderman Trupiano: yes; Alderman Townsend: yes; Alderman Barclay: yes; Alderman Reimer: yes.

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

Alderman Townsend moved and Alderman Reitmeyer 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 7:10 p.m. with roll call shown as follows: President of the Board of Aldermen, Alderman Reitmeyer: yes; Alderman Violet: yes; Alderman Bateman: yes; Alderman Trupiano: yes; Alderman Sartorius: yes; Alderman Reimer: yes; Alderman Barclay: yes; Alderman Townsend: yes.

Submitted by,

Patricia E. Smith  
City Clerk



CITY OF ST. PETERS CITY HALL  
BOARD OF ALDERMEN REGULAR MEETING MINUTES  
SEPTEMBER 24, 2020

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 7:15 p.m. on September 24, 2020, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. Present were: Mayor Pagano; Alderman Barclay; Alderman Bateman; Alderman Reimer; Board President Reitmeyer; Alderman Sartorius; Alderman Townsend; Alderman Trupiano; Alderman Violet; Chief of Police, Rick Struttmann; City Administrator, Russ Batzel; City Attorney, Randy Weber; and City Clerk, Patty Smith. City Clerk Smith delivered the Invocation. Mayor led the Pledge of Allegiance.

APPROVAL OF MINUTES: THE BOARD OF ALDERMEN WORK SESSION MEETING OF SEPTEMBER 10, 2020 AND THE REGULAR BOARD OF ALDERMEN MEETING OF SEPTEMBER 10, 2020

Alderman Reitmeyer moved and Alderman Trupiano seconded the motion to approve the Board of Aldermen Work Session meeting minutes of September 10, 2020 and the Regular Board of Aldermen meeting minutes of September 10, 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

CITY ADMINISTRATOR'S REPORT: None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT:

VOLUNTARY ANNEXATION – FOSTER, 1 PINE DRIVE – POWERS

Julie Powers displayed an aerial map of the proposed Voluntary Annexation and setting of zoning of the Foster property, .45+/- acreage, located at 1 Pine Drive into the City of St. Peters, Missouri. Staff and the Planning and Zoning Commission recommends R-1 Single Family Residential Zoning for this annexation. This is business item I-03 and I-04 on tonight's Board of Aldermen meeting agenda. There were no questions or comments from the Board of Aldermen or the public.

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

Mayor displayed a video announcing that Money Magazine has named the City of St. Peters as the 13<sup>th</sup> best place to live in America and the best place to live in Missouri.

## PUBLIC HEARINGS:

### PROPOSED TAX RATES FOR CALENDAR YEAR 2020 – PRATT

Mayor Pagano opened the Public Hearing at 7:45 p.m. Cathy Pratt explained that this Public Hearing is related to the Ad Valorem tax rate for the calendar year 2020, which generates the revenues for the fiscal year 2021 budget. The proposed tax rate for this calendar year will remain at \$.77 per \$100 of assessed valuation, based on preliminary assessed valuation. The current assessed valuation for the property within the City has increased to \$1,406,359,041.00. The bill establishing the ad valorem taxes for all real and tangible personal property is item I-01 on tonight's Board of Aldermen meeting agenda for approval. Mayor Pagano inquired if there were any comments or concerns from the Board of Aldermen and the audience. Being no public comments or questions. Mayor Pagano closed the Public Hearing at 7:46 p.m.

UNFINISHED BUSINESS ITEMS: None

## NEW BUSINESS ITEMS:

MOTION/APPROVED: BILL NO. 20-100: ORDINANCE NO. 7353: AN ORDINANCE ESTABLISHING THE AD VALOREM TAXES FOR ALL REAL AND TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF ST. PETERS, FOR THE PERIOD OF JANUARY 1, 2020 TO DECEMBER 31, 2020

Alderman Reimer moved and Alderman Townsend seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Townsend seconded the motion to read Bill No. 20-100 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Townsend moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-100 passed becoming Ordinance No. 7353.

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

MOTION/APPROVED: BILL NO. 20-101: ORDINANCE NO. 7354: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE CONTRACT CHANGE ORDER NO. 3 WITH M & H CONCRETE CONTRACTORS, INCORPORATED FOR THE 2020 CONCRETE SLAB REPLACEMENT PROGRAM

Alderman Violet moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Reimer seconded the motion to read Bill No. 20-101 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Reitmeyer moved

and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Reitmeyer moved and Alderman Barclay seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-101 passed becoming Ordinance No. 7354.

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

MOTION/APPROVED: BILL NO. 20-102: ORDINANCE NO. 7355: AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY (FOSTER, 1 PINE DRIVE) INTO THE CITY OF ST. PETERS, MISSOURI

Alderman Reitmeyer moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read Bill No. 20-102 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Townsend moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Reimer moved and Alderman Violet seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-102 passed becoming Ordinance No. 7355.

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

MOTION/APPROVED: BILL NO. 20-103: ORDINANCE NO. 7356: 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 (FOSTER, 1 PINE DRIVE)

Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to read Bill No. 20-103 for the first time. The motion carried and Alderman Sartorius read the Bill. Alderman Reimer 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 Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-103 passed becoming Ordinance No. 7356.

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

MOTION/APPROVED: BILL NO. 20-104: ORDINANCE NO. 7357: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH DEHART RECYCLING EQUIPMENT FOR THE PURCHASE AND INSTALLATION OF A CONVEYOR SYSTEM AT ST PETERS CENTRAL MATERIALS PROCESSING FACILITY

Alderman Trupiano moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Trupiano moved and Alderman Reimer seconded the motion to read Bill No. 20-104 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Trupiano moved and Alderman Sartorius seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-104 passed becoming Ordinance No. 7357.

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

MOTION/APPROVED: BILL NO. 20-105: ORDINANCE NO. 7358: AN ORDINANCE PROVIDING FOR THE VACATION OF UTILITY EASEMENTS ON ADJUSTED LOT 6 OF THE BOUNDARY ADJUSTMENT OF LOTS 6 AND 7 OF PREMIER 370 PLAT 2, AS RECORDED IN PLAT BOOK 49 PAGES 234-241 AT THE ST. CHARLES COUNTY RECORDER OF DEEDS

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Townsend seconded the motion to read Bill No. 20-105 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Violet moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Reimer moved and Alderman Bateman seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-105 passed becoming Ordinance No. 7358.

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

MOTION/APPROVED: BILL NO. 20-106: ORDINANCE NO. 7359: AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN AMENDMENT TO DEVELOPMENT AGREEMENT DATED AS OF AUGUST 27, 2020, WITH CRG – ST PETERS 2020, LLC AND ST PETERS 2020 LLC

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. 20-106 for the first time. The motion carried and Alderman Reitmeyer 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 Reimer read the Bill. Alderman Reimer moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-106 passed becoming Ordinance No. 7359.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes  
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes  
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 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 Violet moved and Alderman Trupiano seconded the motion to adjourn the Regular Board of Aldermen meeting. Motion approved and the Regular Board of Aldermen meeting adjourned at approximately 7:58 p.m.

Respectfully submitted,

Patricia E. Smith  
City Clerk

DRAFT



CITY OF ST. PETERS, MO

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**INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF ALDERMEN

**FROM:** MAYOR LEN PAGANO

A handwritten signature in black ink that reads "Len Pagano". The signature is written in a cursive, flowing style.

**SUBJECT:** RE-APPOINTMENTS TO THE PLANNING AND ZONING  
COMMISSION

**DATE:** OCTOBER 8, 2020

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I am nominating the following individuals for **re-appointment** as members to the Planning and Zoning Commission as follows:

Joseph Markus, 204 Mattina Court, St. Peters, MO 63376, (Ward 4)  
Steve Snarzyk, 131 Sutters Mill Road, St. Peters, MO 63376 (Ward 3)  
Sherry Gibson, 394 Starwood Drive, St. Peters, MO 63376, (Ward 1)

for the terms effective immediately and expiring September 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)

ORDINANCE NO.

AN ORDINANCE ACCEPTING CONVEYANCE OF FEE SIMPLE TITLE TO REAL PROPERTY BY GENERAL WARRANTY DEED FROM KAPLAN DEVELOPMENT AND INVESTMENT CORPORATION

WHEREAS, Kaplan Development and Investment Corporation desires to convey, by General Warranty Deed, fee simple title to certain real property owned by them to the City of St. Peters for the Joint Venture Pump Station located in Heritage Manor subdivision; and

WHEREAS, the City of St. Peters is willing to accept said real property.

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

SECTION 1. That the City of St. Peters, Missouri, does hereby accept conveyance, by General Warranty Deed, of the fee simple title to certain real property described in Exhibit A, attached hereto and incorporated by reference herein. Upon passage and approval of this Ordinance, the City Administrator of the City is hereby authorized and instructed to take possession of said real property on behalf of the City, and is hereby authorized and directed to do any and all things and perform any and all acts necessary to carry out the intent of this ordinance.

SECTION 2. The City Clerk is hereby directed to cause this General Warranty Deed to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause.

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

SECTION 4. Severability Clause.

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

No.

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

Read two (2) times, passed, and approved this 8<sup>th</sup> day of October, 2020.

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

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

Draft

No.

EXHIBIT A

**GENERAL WARRANTY DEED**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between, Kaplan Development and Investment Corporation, a Missouri corporation, whose mailing address is 5650 Mexico Road, P.O. Box 340, St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, a Missouri municipal corporation, whose address is One St. Peters Centre Blvd., St. Peters, Missouri 63376, hereinafter referred to as "GRANTEE".

WITNESSETH, that GRANTOR, in consideration of the sum of One and no/100 Dollar and other good and valuable consideration, to be paid by GRANTEE, the receipt of which is hereby acknowledged, does by the presents Grant, Bargain and Sell, Convey and Confirm unto Grantee, its successors and assigns, the following described tract of land and interest in said tract of land, to wit:

LOT A OF HERITAGE MANOR, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGES 112-113 OF THE ST. CHARLES COUNTY RECORDS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances and immunities, thereto belonging or in anywise appertaining, unto GRANTEE, its successors and assigns forever; GRANTOR hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by him or those under whom he claims; and that GRANTOR will warrant and defend title to said premises unto GRANTEE, and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

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

**GRANTOR:**

KAPLAN DEVELOPMENT AND INVESTMENT CORPORATION

Rebecca Cytron  
Rebecca Cytron, Vice President

STATE OF MISSOURI )  
COUNTY OF St Charles )SS.

On this 9<sup>th</sup> day of SEPTEMBER ~~August~~, 2020, before me personally appeared REBECCA CYTRON, who, being by me duly sworn, did state that she is the Vice President of Kaplan Development and Investment Corporation, a Missouri 444Corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said REBECCA CYTRON acknowledged said instrument to be the free act and deed of said 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.

Donna Clawson  
Notary Public

My Commission Expires: 5/11/2024

~~DONNA CLAWSON  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: May 11, 2024  
Commission Number: 12381446~~

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**ACCEPTANCE OF CONVEYANCE**

The General Warranty Deed attached above, made on \_\_\_\_\_, 2020, by Kaplan Development and Investment Corporation (the "Grantor"), is hereby received and formally accepted by the City of St. Peters, Missouri, A Municipal Corporation (the "Grantee" of the deed) on this \_\_\_\_\_ day of September, 2020.

This Acceptance is executed by the undersigned Russell W. Batzel, City Administrator of the City of St. Peters, Missouri a Municipal Corporation, who is authorized by Ordinance \_\_\_\_\_ of the City of St. Peters, a Municipal Corporation, dated \_\_\_\_\_, 2020, to accept conveyance of real property for the City of St. Peters, Missouri, a Municipal Corporation.

**CITY OF ST. PETERS, MISSOURI, A MUNICIPAL CORPORATION  
GRANTEE**

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

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

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

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

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

My Commission Expires:

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF ST. PETERS; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE

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

Section 1. That pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII each inclusive, of the "Code of Ordinances of the City of St. Peters" is hereby adopted and enacted as the "Code of Ordinances of the City of St. Peters"; which shall supersede all other general and permanent ordinances of the City passed on or before May 28, 2020, to the extent provided in Section 3 hereof.

Section 2. That all provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

Section 3. That all ordinances of a general and permanent nature of the City adopted on final passage on or before May 28, 2020, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

- a. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City;
- b. Ordinances levying taxes or making special assessments;
- c. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses;
- d. Ordinances granting franchises or rights to any person, firm or corporation;
- e. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places;
- f. Ordinances authorizing or relating to particular public improvements;
- g. Ordinances respecting the conveyances or acceptance of real property or easements in real property;
- h. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same;
- i. Ordinances annexing property to the City;

- j. All zoning and subdivision ordinances not specifically repealed and not included herein;
- k. Ordinances establishing community improvement districts, transportation development districts, neighborhood improvement districts, TIF districts or redevelopment districts;
- l. Ordinances relating to traffic schedules (i.e. stop signs, parking limits, etc.);
- m. All ordinances relating to personnel regulations (i.e. pensions, retirement, job descriptions and insurance, etc.);
- n. Ordinances authorizing the establishment of industrial development corporations;
- o. Ordinances establishing tax rates for the City;
- p. The following ordinances are specifically held from repeal: Ord. Nos. 240 and 2181.

That the repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

That the repeal provided for in this Section shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.

Section 4. That any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of St. Peters" shall be understood and intended to include such additions and amendments.

Section 5.

- a. Except as hereinafter provided, whenever in any rule, regulation or order promulgated pursuant to such ordinances of the City, any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such City ordinance, rule, regulation or order doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such ordinance of the City, or of any rule, regulation or order promulgated pursuant to such City ordinance, shall be punished by a fine of not less than five dollars (\$5.00) and not more than five hundred dollars (\$500.00) or by imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment.
- b. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State limits the authority of the City to punish the violation of any particular provision of these ordinances or rules, regulations or orders promulgated thereto to a fine of less amount than that provided in this Section or imprisonment for a shorter term than that provided in this Section, the violation of such particular provision of these ordinances or rules, regulations or orders shall be punished by the imposition of not more than the maximum fine or imprisonment so authorized, or by both such fine and imprisonment.
- c. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State establishes a penalty differing from that provided by this Section for an offense similar to any offense established by these ordinances, rules, regulations or other orders of the City, the

violation of such City law, ordinance, rule, regulation or order shall be punished by the fine or imprisonment established for such similar offense by such State law.

- d. Each day any violation of these ordinances, rules, regulations or orders promulgated pursuant thereto shall continue shall constitute a separate offense, unless otherwise provided.
- e. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

Section 6. That in case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

Section 7. That a copy of such Code shall be kept on file in the office of the City Clerk, preserved in loose leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

Section 8. That it shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of St. Peters to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

Section 9. It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or the Code hereby adopted.

Section 10. This ordinance and the Code adopted thereby shall be in full force and effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8<sup>th</sup> day of October, 2020.

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

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

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LEASE WITH ST. PETERS HOCKEY CLUB, A MISSOURI NONPROFIT CORPORATION, FOR CERTAIN REAL PROPERTY

WHEREAS, the City has an approximately 12,000 square foot athletic and training facility;  
and

WHEREAS, the City desires to offer training and recreation program opportunities to assist youth and young adults in the St. Peters area in improving their health, fitness and wellbeing;  
and

WHEREAS, the City has been approached by St. Peters Hockey Club to offer hockey training and athletic support programs in the facility.

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

SECTION NO. 1. Agreement.

A. That the form, terms, and provisions of the Lease attached hereto, marked as Exhibit "A", and incorporated by reference herein, providing for the lease of certain real property owned by the City and located at 5250 Mexico Road, St. Peters, Missouri 63376, 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 Lease in substantially the form attached hereto.

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 8th day of October, 2020.

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

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

Draft

**EXHIBIT A**

[Attach Agreement]

Draft

## EXHIBIT A

### LEASE

This Lease is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of St. Peters, Missouri, a fourth class city and political subdivision of the State of Missouri, as "Landlord," and St. Peters Hockey Club, a Missouri non-profit corporation, as "Tenant."

WITNESSETH, that Landlord, for and in consideration of the rents, covenants and agreements hereinafter set forth and hereby agreed to be paid, kept and performed by Tenant, by these presents does hereby lease to Tenant the Premises hereinafter described, and Tenant hereby leases the Premises from Landlord, on the terms and conditions set forth below.

#### **1. Leased Premises.**

The leased premises consist of a 12,000 sq. foot space utilized as a high-intensity training center (the "Premises"), located in a certain building known as "Rec-Plex South" (the "Facility") and numbered as 5252 Mexico Road, St. Peters, Missouri 63376 (the "Property"). The Tenant hereby accepts the Premises in their "As Is," "Where Is," and "With All Faults" condition, with no improvements required to be made at the expense of the Landlord.

The Premises are located within the Facility and contains other tenants. Tenant shall have the right, in common with Landlord and other tenants of the Facility, to use the Facility's parking areas, restroom facilities, and other common areas (collectively, the "Common Area"), but excluding therefrom any space in the Facility restricted by Landlord and/or designated by Landlord for rental to other Tenants. Landlord reserves the right to change from time to time the scope, dimensions, and locations of the Common Area.

#### **2. Use of Premises.**

The Premises shall be used and occupied by Tenant solely for the purposes of athletic training, activities in support of athletic training, and general office purposes, but for no other purpose whatsoever without the prior, written consent of Landlord. Tenant shall comply with all federal, state, county and city laws and ordinances respecting the use or occupancy of the Premises, and any and all occupancy permits, use permits, or licenses, required in conjunction with Tenant's use of the Premises shall be applied for and secured by Tenant prior to occupancy.

It is understood and pre-approved that the tenant will perform activities such as game video review, and may rent to other organizations use of the video review or other elements of the training facility.

This Lease and all rights of Tenant hereunder are subject and subordinate to all rights, title and interests of U.S. Bank National Association, as trustee, pursuant to a Base Lease dated as of February 1, 2020 between Landlord and U.S. Bank, National Association, and its successors or assigns, as trustee (as the same may be amended, supplemented, extended or renewed from time to time, collectively, the "Base Lease"), entered in connection with the delivery of one or more series of certificates of participation to

finance and/or refinance improvements to the real property and the improvements thereon of which the Leased Premises form a part and any future lease entered into by the Landlord with respect to the Leased Premises to refinance said certificates of participation. It is the intention of the parties that this provision be self-operative, and that no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease, and all rights of Tenant hereunder to the Base Lease or any future lease described above to confirm or evidence said subordination.

### **3. Term.**

A. The term of the Lease shall be one (1) year, beginning on October 15, 2020 (the "Commencement Date"), and terminating on October 14, 2021 (the "Initial Term"). Possession of the Premises shall be delivered to Tenant on the Commencement Date, free and clear of all tenants and right to possession of others. Landlord shall not be liable for failure to timely deliver the Premises to Tenant for reasons beyond Landlord's control.

B. If neither the Landlord nor the Tenant terminates this Lease by giving the other party written notice thereof on or before ninety (90) days prior to the expiration of the Initial Term and Tenant is not then delinquent in the payment of Rent (as defined in Section 4) or in the performance of any other obligation under this Lease, this Lease will automatically renew for one (1) final, additional one (1) year term ("First Renewal Term").

### **4. Rental.**

The Annual Base Rent for the Initial Term shall be \$98,400. Annual Base Rent shall be paid in equal monthly installments of \$8,200 each and shall be due and payable on the fifteenth day of each and every month during the Term without offset or deduction except as expressly provided herein to the contrary, except for the first month's Rent, which shall be paid at the time of the execution of this Lease. Rent for any partial month shall be prorated on the basis of the actual number of days of Tenant occupancy in such partial month. The Annual Base Rent for the First Renewal Term shall be \$104,400 and shall be paid in equal monthly installments of \$8,700 each and shall be due and payable on the fifteenth day of each and every month during the Renewal Term. Base rent in all cases shall be considered to include any taxes associated with the facility, and any and all utility charges.

**5. Security Deposit.**

Tenant shall deposit with Landlord the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Security Deposit") at the time of execution of this Lease as security for the timely performance by Tenant of all terms, covenants, and conditions of this Lease by Tenant to be kept and performed during any term hereof, and not as prepaid rent. Tenant agrees that the Security Deposit can be placed in an interest-bearing account and that Tenant shall not be entitled to any interest on the Security Deposit. If at any time during the term of this Lease any of the Rent herein reserved shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply any portion of the Security Deposit to the payment of any such overdue Rent or any other sum due Landlord.

In the event of the failure of Tenant to keep and perform any other of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit or any portion thereof be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said Security Deposit to the original sum deposited. Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Upon termination of this Lease, the Security Deposit shall be returned in full to Tenant after Tenant has complied with all of said terms, covenants and conditions of this Lease, including payment of all sums payable by Tenant to Landlord hereunder.

**6. Maintenance and Repairs.**

Landlord shall be solely responsible for keeping the Common Area, roof, exterior walls, foundation, parking lot, heating, ventilation, air conditioning, electrical facilities, water systems, sewers, and fire detection system of the Premises in proper repair; provided Tenant shall give Landlord prompt written notice of the necessity of such repairs. If repairs hereunder required to be made by Landlord are required by reason of the misuse of the Premises by, or negligence of, Tenant, its agents, employees, invitees or other persons using the Premises with Tenant's consent, expressed or implied, Landlord, after first giving written notice to Tenant, shall make such repair and add the cost thereof to the next installment of rent thereafter due.

**7. Assignment or Sublease.**

Tenant shall not, without the prior written consent of the Landlord obtained in each case, which consent Landlord may withhold in its sole and absolute discretion, sell, assign, mortgage, deed in trust, or transfer this Lease, or sublet all or any part of the Leased Premises, nor permit any such sale, assignment, or encumbrance to occur, by operation of law or otherwise. Notwithstanding the fact that Landlord may grant its consent to any such sale, assignment, encumbrance, or subletting, it is understood and agreed that Tenant shall remain primarily liable for the timely and proper performance of each and all of the Tenant obligations hereunder. The responsibilities of Tenant hereunder shall not be affected, nor shall there be a novation should Landlord modify any of the terms hereof in subsequent dealings with any permitted assignee, sublessee, creditor, or successor of Tenant. Further, in the event of any such sublease or assignment, Tenant shall reimburse Landlord for any reasonable attorneys' fees in connection with reviewing and/or drafting of any appropriate documents to affect such transfer of Tenant's interests. Request for sublease or assignment shall be made in writing and reviewed and determined by the Landlord within ten (10) working days. Tenant has the right to appeal to the City Administrator any denial. Landlord acknowledges and

approves in advance, occupancy as and directed by the tenant within the confines of the tenants lease term, by Donovan and Grogan Training Partners LLC and The Back Pain Center LLC.

Lease agreement between the Landlord and current lessee (St. Peters Athletic Association will be transferred to Tenant for the remainder of the renewable period and terminated or extended upon mutual agreement between tenant and lessee, on the next possible expiration date. Monthly lease payments shall be made directly to the Tenant as outlined in original lease agreements. Tenant has the right without cost to the tenant, to require that the current lessee move to alternate office spaces within the confines of the leased facility at any time with 15 days notice. Square footage of alternate spaces shall be comparable or greater in the aggregate to what is currently being occupied by the lessee. Landlord's agreement with lessee known as Tross Elite Gold Performance and Wellness shall terminate at no expense to the tenant, upon execution of this agreement.

**8. Tenant's Repairs and Maintenance.**

A. Tenant, at Tenant's sole cost and expense, shall have the affirmative duty to periodically inspect and perform routine maintenance and repair, if necessary, of all portions of the Premises which are not expressly the responsibility of Landlord, including, but not limited to, any windows, plate glass, office doors, office entries, interior walls and finish work, floors and floor coverings, light fixtures, blinds, countertops, and other interior fixtures. Tenant shall make all repairs, alterations, replacements and modifications of such items at its own expense. Tenant shall perform all such repair and maintenance in a good and workmanlike manner, using materials and labor of the same character, kind and quality as originally employed within the Premises; and all such repairs and maintenance shall be in compliance with all governmental and quasi-governmental laws, ordinances and regulations, as well as all requirements of Landlord's insurance carrier. In the event Tenant fails to properly perform any such repairs or maintenance within a reasonable period of time, Landlord shall have the option to perform such repairs on behalf of Tenant, in which event Tenant shall reimburse Landlord the costs thereof, as additional rent, within thirty (30) days after receipt of Landlord's invoice for same. In addition thereto, Tenant shall keep the Leased Premises in a clean and sanitary condition, and shall keep the parking areas and driveways free of Tenant's debris. Tenant shall not store materials or waste outside of the Premises.

B. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord in substantially the same condition as when received, reasonable wear and tear excepted.

C. Tenant shall pay the cost of providing water, sewer, electricity and other utilities for the Premises, and all other charges related to the operation and maintenance of the Premises.

D. Tenant shall pay all personal property taxes payable or assessed on Tenant's property located on the Premises for the taxable year of 2020 and all years subsequent thereto payable or assessed during the term of this Lease and after the date thereof, together with any and all assessments created or imposed during the term thereof on any improvements made to the Premises by Tenant, if any.

E. Tenant shall keep the Premises adequately ventilated at all times, and repair any condition of the Premises which could cause or contribute to mold growth within the Premises, including, without limitation, any condition which causes or permits water to collect or condense within the Premises.

**9. Cleanliness of Premises.**

At Tenant's expense, Tenant shall provide janitorial service to the Premises. Tenant shall not allow, permit or suffer any noise, smoke or odor to escape from the Premises in a manner which will constitute a public or private nuisance. Landlord, at Landlord's expense shall provide insect extermination and shall take such other steps as shall be reasonably necessary or required by law to keep the Premises free of vermin.

**10. Signs.**

Tenant shall not paint or place, or permit to be placed, any window treatment or sign on the Premises which may be visible from the exterior of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have the exclusive use of all signage on the Premises.

**11. Parking**

Tenant shall have the right, in common with Landlord and other facility users, to share in use of parking areas. Tenant must, in their best effort, coordinate with Landlord in the scheduling of any special events that may result in unusually high traffic or parking needs. The Landlord has the right to restrict any such event that may result in parking areas being used beyond capacity. Tenant acknowledges and agrees that the Landlord may from time-to-time, close-off or restrict access to the parking areas for a short, limited period of time. Landlord will use their best effort to provide advance notice to Tenant of need to close-off or restrict parking.

**12. Alterations to Premises.**

A. Tenant may, at Tenant's sole expense, from time to time during the term of this Lease, upon obtaining Landlord's prior, written consent, which consent shall not be unreasonably withheld, make such alterations, additions, substitutions, and improvements to the Premises as Tenant may reasonably deem necessary or desirable to adapt the Premises or any part thereof for its purposes, providing the outside appearance and structural strength of the Facility is not affected. Tenant agrees to submit plans to Landlord for said alterations, additions, substitutions, and improvements for Landlord's approval, which Landlord will not unreasonably withhold.

B. All goods, effects, personal property, and equipment owned by Tenant or installed at Tenant's expense in the Premises shall remain the personal property of Tenant and may be removed by Tenant at any time and from time to time during the term of this Lease, provided Tenant shall, in removing any such property, repair all damage to the Premises caused by such removal.

C. All alterations, additions, substitutions, and improvements made and installed by Tenant shall be and remain Landlord's property, and Tenant shall be responsible for the maintenance of all such alterations, additions, substitutions, and improvements. Tenant shall not remove the same without the prior, written consent of Landlord.

D. All alterations, additions, substitutions, and improvements of Tenant shall meet all governmental codes that are applicable to any such work.

E. Tenant shall, at its own expense, cause to be discharged, within ninety (90) days of the filing thereof, any mechanic's lien filed against the Premises for work claimed to have been done for or materials claimed to have been furnished to Tenant on the Premises.

**13. Covenants of Tenant.** Tenant covenants:

A. That Tenant will comply with the provisions of any state, local or federal statute, ordinance or regulation applicable to the Premises or to Tenant or its use of the Premises, now in force or which may hereinafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the Premises, including, but not limited to, the Americans with Disabilities Act of 1990 (“ADA”).

B. That Tenant will give Landlord prompt written notice of any accident, fire, or damage occurring on or to the Premises.

C. That Tenant will keep all garbage and refuse in the type of containers specified by Landlord, or by law in the case of biohazardous waste, and place the same in the manner, and at the times and places specified by Landlord, for collection, and in accordance with St. Peters City Code requirements, or, at Landlord’s option, Facility regulations established by Landlord.

D. That Tenant will keep any Common Area free from rubbish or obstructions.

E. That Tenant will keep the Premises clean, orderly, sanitary, and free from objectionable odors.

F. That Tenant will comply with all rules and regulations of Landlord that Landlord, in its sole discretion from time to time, may deem necessary in connection with the Premises, including the installation of such fire extinguishers and other safety equipment as Landlord may require.

G. That customers/clients of Tenant and sublessees shall not access the Premises without the Tenant or sublessee being present at all times.

H. That neither the Tenant, nor Tenant’s customers/clients, may access the Facility for purposes outside the expressed use of the Premises as authorized by this Lease.

I. That the Premises will not be used by Tenant for any purpose that is deemed to be extra hazardous by any insurance company insuring the Premises or the Facility, or used or occupied in a manner which in and of itself increases insurance premium costs or will result in the cancellation of any policy of insurance on the Premises or the Facility.

J. That Tenant agrees to share information regarding the numbers of persons participating in all Landlord activities and programs at the HIT Center and shall report annually in writing the number of persons on January 2<sup>nd</sup> of each year.

**14. Rights of Landlord.** Landlord reserves, in addition to any other rights reserved herein or which it may have either at law or in equity, the following rights:

A. At all reasonable times, by itself or its duly authorized agents, to enter upon and inspect the Premises and, at its option, to make repairs, alterations, and additions thereto. If Tenant shall not be present to open and permit entry by Landlord into the Premises, Landlord or Landlord’s agents may enter the Premises by a master key or by forcible entry without in any manner affecting the obligations and covenants of this Lease.

B. To display a “For Rent” or “For Lease” sign at any time within ninety (90) days prior to the expiration of this Lease. Such signs shall be placed upon such part of the Premises as Landlord shall elect. Prospective purchasers or tenants authorized by Landlord may inspect the Premises at all reasonable hours.

C. To install, place upon, or affix to the roof and exterior walls of the Premises any equipment, sign, display, antenna, or other object or structure.

D. To install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines and wires through the hung ceiling space, column space, partitions, in or beneath the floor slab or above or below the Premises.

The exercise of any right reserved by Landlord shall not be deemed an eviction or disturbance of Tenant’s use and possession of the Premises and shall not render Landlord liable in any manner to Tenant or to any other person or entitle Tenant to an abatement of rent.

**15. Damage to Tenant’s Property.**

Landlord shall not be liable to Tenant or its agents, employees, or invitees for any damage to their person or property caused by water, rain, snow, frost, fire, storm, or accidents, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing upon, about or adjacent to the Premises. Tenant has sole and complete responsibility for the security of the Premises, and Landlord shall not be deemed in any fashion to be an insurer of the Tenant’s person, property or the Premises. Tenant shall not hold Landlord responsible for any damage done to the Premises or contents in the event of burglary or theft.

**16. Damage by Fire or Other Casualty.**

A. If the Premises are partially damaged or destroyed at any time during the term of this Lease by fire or other casualty, the Landlord, with due diligence, will repair and rebuild the same so that after such work of repairing and rebuilding has been completed, the Premises shall be substantially the same as that prior to such damage. If during such period the Premises shall be totally untenable, then the Rent due and owing hereunder shall abate. This paragraph shall not be construed to require Landlord to rebuild or replace any part of Tenant’s improvements, alterations, or additions which Tenant may make after the Commencement Date of this Lease.

B. If the Facility shall be damaged or destroyed to such an extent that Landlord, in its sole discretion, determines the Facility to be irreparably destroyed, Landlord shall give Tenant notice of such determination within thirty (30) days after the date of such damage or destruction, and in such event, this Lease shall terminate on the date specified in such notice, and the Landlord shall not be obligated to repair or to rebuild.

C. No damages, compensation, set-off, or claims shall be payable by Landlord for inconvenience, loss of business, or annoyance arising from any repair or restoration of any portion of the Facility required to be made by Landlord under the provisions of this Lease. Landlord covenants with Tenant that Landlord shall use its best efforts to effectuate all such repairs promptly, and in such manner as to not unreasonably interfere with Tenant’s occupancy.

D. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be required to repair, replace, restore, or rebuild any property which Tenant shall be entitled to remove from

the Premises under the provisions of this Lease, it being agreed that Tenant shall bear the entire risk of loss, damage, or destruction of such property while it is in the Facility.

E. Landlord and Tenant hereby waive, on behalf of themselves and their respective insurers, any claims that either may have against the other for loss or damage resulting from perils covered by insurance described in this Lease, to the extent of such policies which shall be in effect from time to time, it being expressly understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of either Landlord or Tenant. Each party shall secure from its casualty insurer a waiver of subrogation endorsement to its policy, and, without further request, deliver a copy of such endorsement to the other party.

**17. Utilities.**

A. Landlord has heretofore caused the Property and the Facility to be connected to water, gas, electricity, and sewer utilities. Landlord shall not be liable for any interruption or failure of any utility servicing the Premises.

B. It is expressly agreed by and between the parties that should any local, state, federal governmental body, agency, or public utility restrict or reduce the amount of fuel or energy which may be utilized to provide the utilities and services contemplated by Tenant's business, then such reduction or restriction, and reduction in utilities or services which may result therefrom, shall in no way create or constitute a default on the part of the Landlord under this Lease, and there shall be no reduction in Rent for the period services are reduced.

**18. Insurance.**

A. Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the use of the Premises hereunder by the Tenant, its agents, representatives, employees or invitees, including those insurance coverages set forth below. All such insurance policies shall name the Landlord as an ADDITIONAL INSURED with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the Landlord, has been given to the Landlord.

B. Tenant shall maintain limits no less than:

ii. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this Lease. The policy shall include, but not be limited to, protection for the following hazards:

1. Premises and Operations – Bodily Injury & Property Damage Liability
2. Independent Contractors Coverage
3. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this contract.
4. Personal Injury Liability and Advertising Injury Liability
5. Broad Form Property Damage
6. Contractual Liability

7. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

iii. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.

C. Any deductibles or self-insured retentions must be declared to and approved by the Landlord. At the option of the Landlord, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Landlord, its officers, officials and employees; or the Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

D. The Tenant shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

i. Tenant's Contingent or Protective Liability and Property Damage to protect the Tenant from any and all claims arising from the operations of a subcontractor employed by the Tenant.

ii. The coverage shall be for a minimum of \$2,000,000 and shall contain no special limitations on the scope of protection afforded to the Landlord, its officers, officials, employees or volunteers.

iii. The Tenant's insurance coverage SHALL BE PRIMARY INSURANCE as respects the Landlord, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Landlord, its officers, officials, employees or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Landlord, its officers, officials, employees or volunteers.

v. The Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

F. Tenant furnish the Landlord with certificates of insurance and an additional insured endorsement ("AIE") issued by each applicable insurance carrier to evidence the coverages required in this Lease, which AIE shall utilize the Standard ISO Additional Insured Endorsement, 1985 Broad Form. The certificates and AIE for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the Landlord before occupancy commences. The Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Tenant, for itself, its employees, agents, participants and invitees, hereby expressly releases and discharges the City from any and all liability of every kind or nature, including, but not limited to, bodily injury (including death), damage to property, and all claims, suits, demands, losses, costs and

expenses (including attorneys' fees) arising from or alleged to arise from the Lease and use of the Premises pursuant to this Lease that may be sustained by Tenant, its employees, agents, participants or invitees while on the Premises during the term of this Lease.

H. Tenant shall indemnify and hold harmless the Landlord of and from any and all liability, loss, damage, or expense, causes of action, suits, claims, and judgments, including reasonable legal expenses in connection with defending any such action, suit, or claim which may arise or grow out of any injury to or death of persons on, or damage to the Premises of any and every nature growing out of the use, occupation, or possession of the Premises or any part thereof occasioned by or attributable to the negligence, acts, or omissions of or use by Tenant, its agents, servants, employees, participants, or invitees.

## **19. Tenant Default.**

If default shall be made in the timely payment of any sum required to be paid by Tenant under this Lease, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such default shall continue for twenty (20) days after written notice to Tenant (or if such default is not capable of being cured within such twenty (20) days, then within such time as is reasonably necessary to complete such cure so long as Tenant within such twenty (20) days begins procedures to effect such cure and diligently pursues the same without interruption), or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, then Landlord (in addition to all other lawful remedies) may (i) terminate this Lease and forthwith repossess the Premises and be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord, as damages, a sum of money equal to the excess of the value of the rent provided to be paid by Tenant for the balance of the Term, over the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for said period, discounted, in each case, to present value using the then Federal Discount Rate; or (ii) terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession, or otherwise, without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be reasonably satisfactory to Landlord. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the rent reserved in this Lease for the balance of the Term, as installments of rent become payable.

Upon the occurrence of any such Event of Default, Landlord, at its option, concurrently or successively, without being deemed to have waived any rights or to have made an election in any circumstance, may do any or all of the following:

A. Serve notice upon Tenant that this Lease shall terminate and Tenant's leasehold interest herein shall be forfeited on a date specified in such notice, such date to be not less than thirty (30) days after the date of such notice is delivered. On the date indicated in such notice, except for the rights and remedies of Landlord upon termination, this Lease, the term herein granted, and all right, title, and interest of Tenant hereunder, shall terminate in the same manner and with the same force and effect as upon expiration of the Term. Tenant immediately shall quit and surrender to Landlord the Premises, including its leasehold improvements.

B. Obtain possession of the Premises by unlawful detainer, rent and possession, or other judicial proceeding, which shall not, of itself, terminate Tenants obligations under this Lease.

C. With or without either forfeiting or terminating this Lease and with or without re-entering and obtaining possession of the Premises, lease the Premises to any person upon such term, including for a term within or beyond the term of this Lease, as Landlord may deem reasonable in its sole discretion. Tenant shall be liable for any loss in rent for the balance of this Lease term, any expenses or costs incurred by Landlord in re-entering and re-letting the Premises, such as the payment of commissions and attorneys' fees, the costs of making alterations, and all other costs, whether classified as rent, damages, or otherwise, and Landlord may recover such losses and costs at any time, or from time to time.

D. Declare the rent and all other sums payable hereunder for the balance of the term immediately due and payable, as if by the provisions of this Lease it were payable in advance, and immediately proceed to collect or bring action for such amount or institute any other proceedings to enforce payment thereof.

E. Landlord shall be entitled to all other remedies and/or damages available at law or in equity in the Event of Default by Tenant.

F. The rights, remedies, powers, options, and elections of Landlord reserved, expressed, or contained in this Lease are separate and cumulative, and none of them shall be deemed to exclude any other provided herein, or conferred by statute or by law. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be payment in full of the rent. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

**20. Late Payments.**

Payments due Landlord under this Lease which are not received by Landlord within ten (10) days following their due date shall be subject to a late charge of fifteen percent (15%) of the total amount of the delinquent payment for each month or portion thereof that said payment is delinquent.

**21. Surrender.**

Tenant will quit and deliver up the possession of the Premises to Landlord at the expiration or sooner termination of this Lease, with all window glass replaced, if broken by Tenant, and with all water turned off, all keys, locks, bolts, electrical, plumbing and other mechanical installations therein in as good order and condition as the same are now, or may hereafter be made by repair, in compliance with all covenants of this Lease, save only the wear thereof from reasonable and careful use.

**22. Estoppel Certificate(s).**

Tenant shall, within fifteen (15) calendar days following any written request from Landlord during the term of this Lease, execute, acknowledge and deliver to Landlord a written statement executed by Tenant certifying to the best of Tenant's knowledge:

A. Whether this Lease is in full force and effect, and stating the nature of any modification thereto; and

B. The dates to which Rent (including additional rent) and other charges have been paid in advance, if any, and the amount thereof; and

C. Whether there are any defaults on the part of Landlord hereunder, and specifying such defaults if claimed; and

D. The status of such other matters as may reasonably be requested by Landlord.

**23. Effect of Conveyance or Assignment by Landlord; Attornment.**

A. Notwithstanding anything in this Lease to the contrary, the term "Landlord" as used in this Lease, shall be defined as the then current owner of the Property. In the event of any transfer of the Property, the party conveying same shall thereafter be automatically released from all liability with respect to Landlord's performance of any obligations thereafter occurring or covenants thereafter to be performed hereunder, provided such purchaser, assignee or transferee has assumed the obligations of Landlord hereunder, in which case, Tenant shall look solely to such purchaser, assignee, or transferee for the performance of such obligations, and Landlord shall, from and after such conveyance, assignment, or transfer, be relieved and discharged from any and all liabilities and obligations under this Lease.

B. Tenant agrees to attorn to any such purchaser, assignee, or transferee.

**24. No Constructive Waiver.**

The failure of Landlord to insist at any time upon strict performance of any of the covenants or conditions of this Lease by Tenant, or to declare a forfeiture for any violation thereof, or to exercise any option conferred on it hereunder shall not be construed as a waiver or relinquishment for the future of its right to insist upon a strict compliance by Tenant with all the covenants, agreements, and conditions hereof, or its right to exercise said options, or to declare a forfeiture for the violation of such condition or agreement if the violation be continued or repeated.

The rights and remedies of Landlord under this Lease shall be cumulative and shall not exclude any other rights and remedies allowed by law.

**25. Subordination of Lease.**

This Lease and all rights of Tenant hereunder are subject and subordinate to any mortgage or mortgages, blanket or otherwise of Landlord, which do now or may hereafter affect the Premises, and to any and all renewals, modifications, consolidations, replacements, and extensions thereof. It is the intention of the parties that this provision be self-operative, and that no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times, execute, acknowledge, and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease, and all rights of Tenant hereunder to any such mortgage or mortgages, or to confirm or evidence said subordination.

**26. Environmental.**

Tenant shall not use, store, manufacture, dispose of or discharge any hazardous materials in, at or from the Premises. As used in this section, hazardous materials means any substances or materials, the use, transportation, storage, manufacture or disposal of which is governed by laws governing the quality of the environment and shall include asbestos and petroleum products. Use of hazardous materials in accordance with law in amounts appropriate and necessary for the lawful use of the Premises and as permitted by this Lease shall be permitted at the sole risk of Tenant.

**27. Successors and Assigns.**

A. The word "Tenant," wherever used in this Lease shall be construed to mean Tenants if, by permitted assignment, there shall be more than one Tenant hereunder, and the necessary grammatical changes required to make all provisions hereof apply to corporations, partnerships, or individuals, men or women, shall, in all cases, be assumed as though in each case fully expressed.

B. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns, provided that this Lease shall not inure to the benefit of any successor or assign of any Tenant except as permitted in accordance with the terms of this Lease.

**28. Quiet Enjoyment.**

Landlord covenants that Tenant, upon payment of the rent and performance of the terms so herein contained on its part to be performed, shall peaceably hold and enjoy the Premises without hindrance or interruption.

**29. Enforcement Cost.**

The prevailing party in any proceeding to enforce this Lease shall be entitled in such proceeding to the award of the costs of such proceeding, including, without limitation, reasonable attorney's fees and expenses.

**30. Recording of Lease.**

Time is of the essence in this Lease, and this Lease shall not be recorded.

**31. Notices.**

All notices herein provided for shall be in writing. Any notice by Landlord may be sent by registered or certified mail, return receipt requested, or by nationally recognized overnight delivery service to Tenant at the address set forth below. Any notice by Tenant to Landlord shall be sent by registered or certified mail, return receipt requested, or by nationally recognized overnight delivery service to Landlord at the address set forth below.

**Landlord:**

City of City Peters, Missouri

**Tenant:**

St. Peters Hockey Club

One St. Peters Centre Blvd.  
St. Peters, Missouri 63376  
Attn: City Administrator

\_\_\_\_\_  
St. Peters, Missouri 63376  
Attn: \_\_\_\_\_

Either party may at any time or from time to time, by such notice designate a substitute address for that above set forth, and thereafter notices to such party shall be directed to such substitute address. All notices shall be deemed delivered on the earlier to occur of the date of delivery, or the date of first attempt to deliver as shown by the records of the courier.

**32. Captions and Headings.**

The captions and heading throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to interpretation, construction or meaning of any provisions or the scope or intent of this Lease.

**33. Force Majeure.**

Any delay or stoppage in performance due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, governmental restrictions, regulations or controls, civil commotion, terrorism, fire or other casualty or other causes beyond the reasonable control of the party required to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except for the obligations imposed with regard to the timely payment of rent or other monies to be paid by Tenant pursuant to this Lease.

**34. Entire Agreement.**

It is expressly understood, agreed and acknowledged, by and between the parties hereto, that this Lease sets forth all the promises, agreements, conditions, and understandings between the parties hereto with respect to the subject matter set forth herein, and that there are no other promises, agreements, representations, warranties, conditions, or understandings, either oral or written, between the parties other than those set forth herein. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the parties hereto unless reduced to writing and signed by them.

**35. Authorization and Capacity.**

Landlord and Tenant each represent to the other that it has the full right, power and authority to enter into this Lease and to fully perform its obligations. Each person executing this Lease warrants and represents that each has the authority to execute this Lease in the capacity stated and to bind the Landlord and Tenant, respectively. Each party will furnish to the other copies of such corporate resolutions, certificates and agreements as each may reasonably require in order to confirm such authority and capacity of Landlord and Tenant and of the persons who are to execute documents in connection with this Lease.

IN WITNESS HEREOF, the parties aforesaid have duly executed the foregoing Lease or caused the same to be executed the day and year first above written.

**LANDLORD:**

**City of St. Peters, Missouri**

By: \_\_\_\_\_

Print Name: Russell W. Batzel  
City Administrator

Date: \_\_\_\_\_

**TENANT:**

**St. Peters Hockey Club**

By: \_\_\_\_\_

Print Name: Richard Freeman  
President

Date: \_\_\_\_\_

Draft

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT WITH SCHULTE SUPPLY FOR THE PURCHASE OF RESIDENTIAL AND COMMERCIAL WATER METERS AND MISCELLANEOUS METER COMPONENTS

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

WHEREAS, in 2006 the City solicited bids for an automated meter reading system, with Neptune being the selected system; and

WHEREAS, Neptune meters and electronic heads are required for compatibility with the meter reading software; and

WHEREAS, Schulte Supply of St. Peters is the sole source provider of Neptune meters in the state of Missouri; and

WHEREAS, it is recommended that the City enter into an agreement with Schulte Supply for the purchase of residential and commercial water meters along with miscellaneous meter components.

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 Schulte Supply in an initial amount of \$349,089.50 for residential and commercial water meters and miscellaneous meter components.

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

SECTION 3. Savings Clause.

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

expressly set forth herein.

SECTION 4. Severability Clause.

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

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

Read two times, passed, and approved this 8<sup>th</sup> day of October, 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 ENTER INTO AN AGREEMENT PROVIDING FOR A TEMPORARY CONSTRUCTION EASEMENT FOR THE CENTENNIAL GREENWAY, PHASE 4 PROJECT, FEDERAL PROJECT NO. TAP 7305-618 (BROOKS)

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

WHEREAS, the City of St. Peters entered into an Agreement with the Missouri Highways and Transportation Commission on January 11, 2018, to provide funding for the Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305-618; and

WHEREAS, construction of said Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305-618 necessitates obtaining a temporary construction easement from Mary Christine Brooks, Trustee of the Mary Christine Brooks Revocable Trust, Dated September 29, 1999; and

WHEREAS, said Mary Christine Brooks, Trustee of said Mary Christine Brooks Revocable Trust, and the City of St. Peters are desirous of entering into an agreement providing for a temporary construction easement for said Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305-618.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, an Agreement providing for a temporary construction easement, by a Temporary Construction Easement Agreement, with Mary Christine Brooks, Trustee of the Mary Christine Brooks Revocable Trust dated September 29, 1999, in substantially the form attached hereto, and made a part hereof, for the Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305-618.

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

SECTION 3. Savings.

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

SECTION 4. Severability.

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

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

Read two times, passed, and approved this 8<sup>th</sup> day of October, 2020.

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

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

## Temporary Construction Easement Agreement

*This Instrument*, Made and entered into this 14<sup>th</sup> day of September, 2020, by and between Mary Christine Brooks, TRUSTEE OF THE MARY CHRISTINE BROOKS REVOCABLE TRUST, DATED SEPTEMBER 29, 1999, whose mailing address is 601 Woodbriar Lane, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

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

*A Temporary Construction Easement*, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, sloping, altering the existing grade of, reshaping and otherwise using the easement area. GRANTEE covenants and agrees that after any construction work done on and to the temporary construction easement herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable, and will repair and/or replace any structure, fence, shrubbery or other item damaged or demolished as a result of any construction work or activity on the easement granted. This Temporary Construction Easement shall cease and terminate thirty (30) days after the construction work on the Centennial Greenway, Phase 4 is accepted by the City of St. Peters, Missouri.

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

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

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

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

**GRANTOR:**

**MARY CHRISTINE BROOKS**  
trustee

Signature: Mary Christine Brooks trustee

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

On this 14<sup>th</sup> day of September 2020, before me personally appeared Mary Christine Brooks, who being by me duly sworn, did say that she is a Trustee of the MARY CHRISTINE BROOKS REVOCABLE TRUST, DATED SEPTEMBER 29, 1999, and known to me to be the person who executed the within Temporary Construction Easement Agreement in behalf of said MARY CHRISTINE BROOKS REVOCABLE TRUST, DATED SEPTEMBER 29, 1999, and that said Mary Christine Brooks acknowledged said instrument to be the free act and deed of said MARY CHRISTINE BROOKS REVOCABLE TRUST, DATED SEPTEMBER 29, 1999.

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:

JILL SCOTT Notary Public - Notary Seal STATE OF MISSOURI St. Charles County My Commission Expires: Jan. 15, 2022 Commission #18007847
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## **EXHIBIT A**

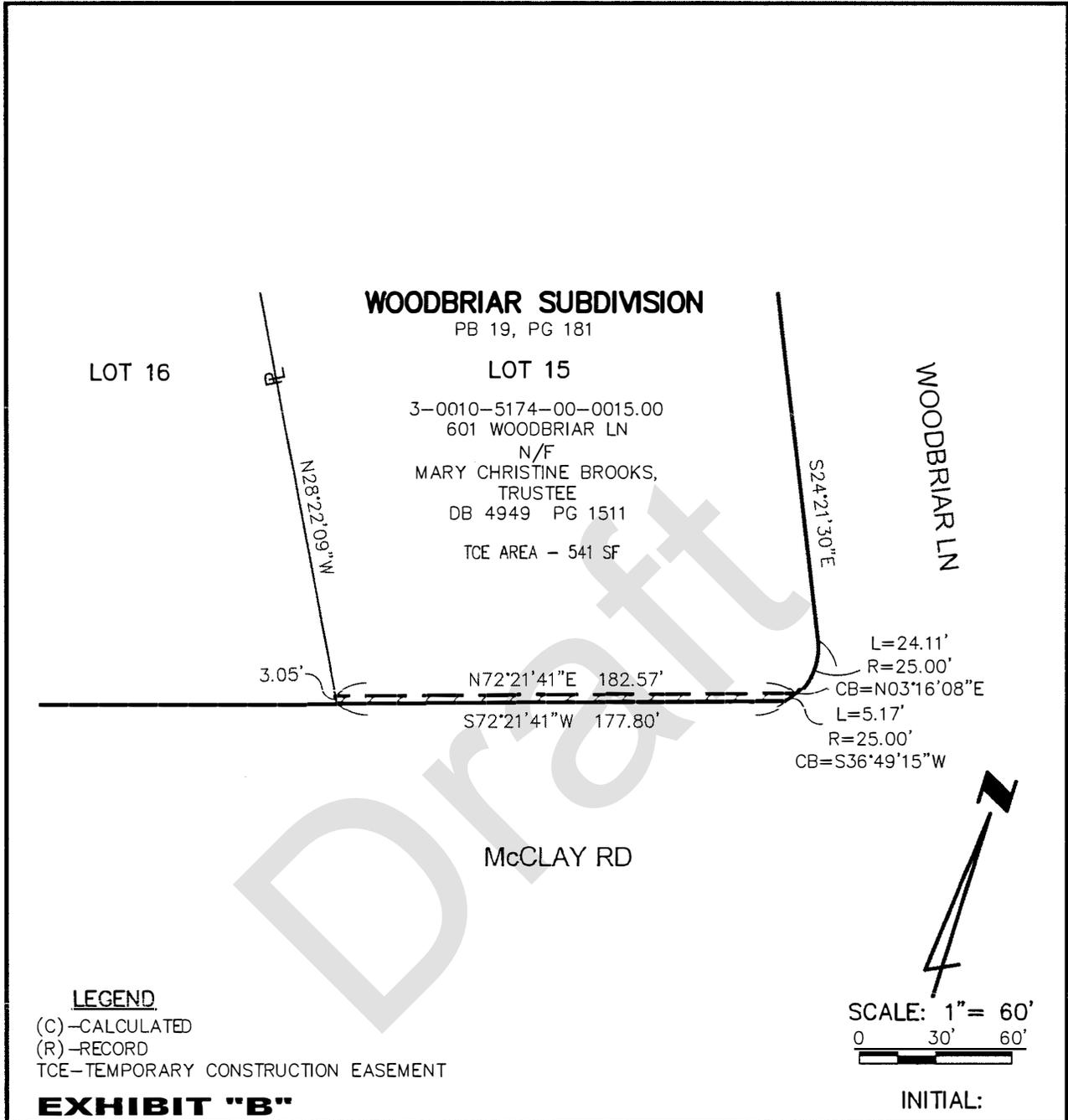
August 27, 2020  
Parcel 33  
Mary Christine Brooks, Trustee

### **TEMPORARY CONSTRUCTION EASEMENT**

A tract of land being part of Lot 15 of Woodbriar Subdivision, as recorded in Plat Book 19, Page 181 of St. Charles County, Missouri Records Office, being more particularly described as follows:

Beginning at the intersection of the West right of way of Woodbriar Lane and the North right of way of McClay Road; Thence along said North right of way South 72 degrees 21 minutes 41 seconds West, a distance of 177.80 feet, to the West line of said Lot 15; Thence along said West line, North 28 degrees 22 minutes 09 seconds West, a distance of 3.05 feet; Thence leaving said West line, North 72 degrees 21 minutes 41 seconds East, a distance of 182.57 feet, to the West right of way Woodbriar Lane; Thence along said West right of way, 5.17 feet, being a curve to the right, having a radius of 25.00 feet and a chord bearing of South 36 degrees 49 minutes 15 seconds West, to a point on a non-tangent line, being the Point of Beginning.

Area of Temporary Construction Easement = 541 square feet



**TEMPORARY CONSTRUCTION EASEMENT PLAT  
TRACT OF LAND BEING PART OF  
LOT 15 OF WOODBRIAR SUBDIVISION  
PLAT BOOK 19, PAGE 181  
ST CHARLES COUNTY, MISSOURI**

**STATE OF MISSOURI**  
 CHARLES EDWIN QUINBY JR.  
 NUMBER  
 PLS-2007000085  
**PROFESSIONAL LAND SURVEYOR**

Date: 8/27/20

**EDSI**  
ENGINEERING DESIGN SOURCE, INC.

16141 Swingley Ridge Rd., Suite 300  
Chesterfield, Missouri 63017  
Missouri State Engineering Corporation #001523

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*Charles E. Quinby*

Charles E. Quinby Jr., P.L.S. Missouri  
License No. 2007000085  
Date: 01/03/07

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH RJN GROUP, INC. TO COMPLETE THE 2021 SANITARY SEWER EVALUATION STUDY

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

WHEREAS, the City has identified the need for a sanitary sewer service evaluation study in part of Basin 3 (Candlewick Est, Brookwood Est, Summerwinds, and Canterbury Park) and Meter Basin 2 (Sunny Meadows Est) area

WHEREAS, it is recommended that an Agreement for Engineering Services be awarded to RJN Group, Inc. for the 2021 Sanitary Sewer Service Evaluation Study Project.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to execute an Agreement for Professional Services with RJN Group, Inc. in the amount of One Hundred Twenty Five Thousand (\$125,000.00) dollars, to perform the 2021 Sanitary Sewer Service Evaluation Study.

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

SECTION 3 Savings.

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

SECTION 4 Severability.

No.

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

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

Read two times, passed and approved this 8<sup>th</sup> day of October, 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 ENTER INTO AN AGREEMENT WITH THE CITY OF SAINT CHARLES FOR USE OF RECREATIONAL FACILITIES

WHEREAS, the City of St. Peters, Missouri, is committed to the provide exceptional recreational facilities; and

WHEREAS, the City of Saint Charles has agreed to offer Park Passport discounted rates to St. Peters residents for three aquatic facilities; and

WHEREAS, the City of St. Peters has agreed to offer resident rates to Saint Charles City residents for the Rec-Plex and outdoor aquatic facilities.

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

**SECTION NO. 1.** That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to enter into an agreement with the City of Saint Charles for the use of recreational facilities at a discounted rate.

**SECTION NO. 2.** The City Administrator be and he is hereby authorized to negotiate, execute and administer said agreement, in substantially the form attached hereto, on behalf of the City of St. Peters.

**SECTION NO. 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 NO. 4.** Severability Clause  
If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

Read two times, passed and approved this 8th day of October, 2020.

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

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

Draft

## AGREEMENT

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF ST. PETERS, MISSOURI, a city of the fourth class (hereinafter “St. Peters”) and the CITY OF ST. CHARLES, MISSOURI, a constitutional charter city (hereinafter “St. Charles”) by and through its Parks and Recreation Board.

WHEREAS, pursuant to Section 70.220.1, RSMo., “Any municipality ... may contract and cooperate with any other municipality ... for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service...”; and

WHEREAS, St. Peters owns and operates the St. Peters Rec-Plex (the “Rec-Plex”), a full service recreational facility and outdoor aquatic facilities, and the City of St. Charles owns and operates the St. Charles Blanchette Aquatics Facility, McNair Aquatics Facility and the Wapelhorst Aquatics Facility (the “St. Charles Facilities”); and

WHEREAS, St. Peters and St. Charles desire to cooperate with reciprocal use of the Rec-Plex and outdoor aquatic facilities and the St. Charles Facilities at respective discounted resident rates;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Use of Rec-Plex and outdoor aquatic facilities. St. Peters agrees to permit any St. Charles resident, who displays a valid St. Charles Park Passport Card, to use the Rec-Plex and any outdoor aquatic facility and be charged the then current fees customarily charged by St. Peters to its residents for the use of the Rec-Plex and outdoor aquatic facilities, as such fees may be established by St. Peters from time to time and in its sole discretion.

2. Use of St. Charles Facilities. St. Charles agrees to permit any St. Peters resident, who displays a valid St. Peters Resident Privilege Card, to use the St. Charles Facilities, and be charged the then current fees customarily charged by St. Charles to its residents who are Park Passport Card holders for the use of said St. Charles Facilities, as such fees may be established by St. Charles from time to time and in its sole discretion.

3. Term of Agreement. The term of this Agreement shall be January 1, 2021 to December 31, 2022, and shall automatically renew for one additional renewal term of one year thereafter unless terminated by either party, upon fifteen (15) days written notice to the other.

4. Independent Status. No provision of this Agreement, or any act of the parties pursuant to this Agreement, shall be construed to express, create or imply a joint venture, partnership, principal/agency, or any other type of relationship that might infer that one party has the authority to represent, act on behalf of or bind the other. No employee, agent or other representative of either party shall, at any time, be deemed to be under the control, supervision or authority of the other party, or under the joint control of both parties.

5. Notice. Notices sent to either party may be sent by certified mail, return receipt requested, to the following addresses:

If to St. Peters:           City of St. Peters  
                                  Attn: City Administrator  
                                  One St. Peters Centre Blvd.  
                                  St. Peters, Missouri 63376

If to St. Charles:        City of St. Charles, Parks and Recreation  
                                  Attn: Director of Parks and Recreation  
                                  1900 Randolph Street  
                                  St. Charles, Missouri 63301

6. Severability. If any portion of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, then such invalid or unenforceable portions hereof shall be severed from the remainder and the remaining parts that are not held invalid shall continue in full force and effect.

7. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof and its terms may not be changed, modified

or altered without a written instrument signed by authorized representatives of both parties. This Agreement supersedes, replaces and cancels any and all prior communications, understandings or agreements between the parties (whether oral or written) with respect to the subject matter hereof and both parties acknowledge that no oral representations or statements are binding on either party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF ST. PETERS, MISSOURI**

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

**CITY OF ST. CHARLES, MISSOURI  
PARKS AND RECREATION BOARD**

By \_\_\_\_\_  
Tom Smith, President

**CITY OF ST. CHARLES, MISSOURI**

By \_\_\_\_\_  
Daniel J. Borgmeyer, Mayor    Date

ATTEST:

\_\_\_\_\_  
City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO NEGOTIATE AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE ST. PETERS REC-PLEX NORTH ICE SYSTEM REPLACEMENT PROJECT

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

WHEREAS, the existing ice system in the Rec-Plex North building is in need of removal and replacement of a 110 ton, indirect R-22 ice system and multi-purpose, NHL size ice rink; and

WHEREAS, the project requires professional engineering services to design and prepare plans and specifications for the St. Peters Rec-Plex North Ice System Replacement Project; and

WHEREAS, it is recommended that the firm of B32 Engineering Group, Inc. perform the required engineering services.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate and execute a professional engineering services agreement with B32 Engineering Group, Inc. in an amount not to exceed of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the St. Peters Rec-Plex North Ice System Replacement Project.

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 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 8<sup>th</sup> day of October, 2020.

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

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

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 505.040 – AMENDMENTS. OF CHAPTER 505 BUILDING CODE (NON-RESIDENTIAL) OF TITLE V: BUILDING AND CONSTRUCTION OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI, BY DELETING SUBSECTION 111.6.5 IN ITS ENTIRETY

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, does hereby find and determine that Census Forms identified in Subsection 111.6.5 of Section 505.040 of the Code of the City of St. Peters, Missouri, are no longer necessary; and

WHEREAS, the Board of Aldermen of the City of St. Peters deems it to be in the best interest of the City and its citizenry, and pursuant to its general police powers and in order to promote the health, safety, and general welfare of its citizens, to amend Section 505.040 Building Code – Amendments of Chapter 505: Building Code (non-residential) of Title V: Building Construction of the Code of the City of St. Peters, Missouri, by deleting Subsection 111.6.5 in its entirety.

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

SECTION NO. 1. The Board of Aldermen of the City of St. Peters, Missouri, does hereby amend Section 505.040 Building Code – Amendments. of Chapter 505 Building Code (non-residential) of Title V: Building and Construction, of the Code of the City of St. Peters, Missouri, by deleting Subsection 111.6.5 in its entirety.

SECTION NO. 2. Savings Clause.

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

SECTION NO. 3. Severability Clause.

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

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

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

Read two (2) times, passed, and approved this 8<sup>th</sup> day of October, 2020.

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

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

No.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTION 125.020(A)(3) OF THE CITY CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 125.020(A)(3); AND PROHIBITING EMPLOYMENT BASED ON NEPOTISM

WHEREAS, the Board of Aldermen finds and determines that it in the interest of the City to avoid potential conflicts of interest between work-related and family-related obligations; reduce favoritism or even the appearance of favoritism; prevent family conflicts from affecting the workplace; decrease the likelihood of sexual harassment in the workplace; and prevent the deterioration of morale amongst employees of the City; and

WHEREAS, the Board of Aldermen further finds and determines that prohibiting nepotism in the hiring practices of the City is rationally related to the above stated interests of the City;

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

SECTION NO. 1. That Section 125.020(A)(3) of the of the St. Peters City Code be and is hereby amended by deleting 125.020(A)(3) in its entirety, and enacting, in lieu thereof, a new Section 125.020(A)(3), to read as follows:

**125.020 POLICIES**

...

3. *Nepotism.* Relatives of the Mayor, members of the Board of Aldermen, the City Administrator, Group Managers or any City employee are ineligible for employment with the City of St. Peters. Notwithstanding the foregoing, employees that are ineligible for vacation, including but not limited to, Service Representatives, Municipal Youth, Interns, Board and Commission members, volunteers, temporary, seasonal and contract workers, are exempted from this provision provided they are not related to the Mayor, any member of the Board of Aldermen, the City Administrator, or any Group Manager. No employee may hire or directly supervise a relative.

- a. If employees in the same work unit marry or cohabitate as a couple, the two employees will be given the option of deciding who will transfer, if possible, or who will terminate employment. If the decision cannot be made by the two employees, seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated.

- b. On or after October 8, 2020, if employees in the same work group marry or cohabitate as a couple, the City Administrator will review the employment status to assure that there exists no supervisory authority of one relative over another and that there is no adverse impact to productivity or performance if the employees remain in the same work group. If the City Administrator determines that such supervisory authority exists or that there would be an adverse impact to productivity or performance in allowing the employees to remain in the same work group, the employees will be given the option of deciding who will transfer, if possible, or who will terminate employment. If the decision cannot be made by the two employees, seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated.
- c. On or after October 8, 2020, if related employees are transferred into the same work group or employees in the same work group become relatives for reasons other than marriage to one another or cohabitation as couples, the City Administrator will review the employment status to assure that there exists no supervisory authority of one relative over another and that there is no adverse impact to productivity or performance if the employees remain in the same work group. If the City Administrator determines that such supervisory authority exists or that there would be an adverse impact to productivity or performance in allowing the employees to remain in the same work group, the employees will be given the option of deciding who will transfer, if possible, or who will terminate employment. If the decision cannot be made by the two employees, seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated. Under no circumstance will the related employees work under the direct supervision of the same immediate supervisor.
- d. The City Administrator is hereby authorized to establish policies in furtherance of this subsection.
- e. The term “*relative*” as used in this subsection shall include any relative within the fourth degree, by consanguinity or affinity, including spouses (including cohabitating couples) and the person covered by this subsection and his or her spouse’s mother, father, daughter, son, sibling, grandparent, grandchild, great grandparent, great grandchild, aunt, uncle, great aunt, great uncle, niece, nephew, great-great grandparent, great-great grandchild, grandniece, grandnephew and first cousin, including in-laws, half relationships and step relationships. Relationships created by adoption are included.
- f. The term “work group” as used in this subsection shall mean one of the City’s main operations, led by a Group Manager as defined in the City’s organizational structure.

- g. The term “work unit” as used in this subsection shall mean a unit or team of employees that have been assigned to accomplish specific tasks within a work group. What constitutes a work unit shall be determined as set forth in the policies established by the City Administrator from time to time.
- h. The term “seniority” as used in this subsection shall mean time with the city based on hire date as a regular full-time or regular part-time employee.

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

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

SECTION NO. 4. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this 8th day of October, 2020.

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Len Pagano, As Presiding Officer and as Mayor

Attest:

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Patricia E. Smith, City Clerk

## ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING CHAPTER 135 OF THE CITY CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW CHAPTER 135; AND ENACTING A PURCHASING POLICY FOR THE CITY

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

SECTION NO. 1. That Chapter 135 of the of the St. Peters City Code be and is hereby amended by deleting Chapter 135 in its entirety, and enacting, in lieu thereof, a new Chapter 135 to read as follows:

**Section 135.010** Authority of Director of Finance.

The Director of Finance is hereby empowered to prescribe and maintain such forms and procedures as he/she finds necessary to accomplish his/her function. The Director of Finance is also authorized to reject any and all bids or proposals and waive any informalities or irregularities in order to safeguard the public interest and to deal effectively with conditions such as unsatisfactory bids and collusion.

**Section 135.020** General Purchasing Procedure.

- A. The quantitative criteria for determining the degree of formality to be observed for each particular purchase (unless provided for specifically in Section 135.060 – Professional Services) by the City is set out as follows:
1. *Purchases three thousand dollars (\$3,000.00) or less.* Contemplated purchases or contracts for services valued at three thousand dollars (\$3,000.00) or less may be procured under procedures established by the Director of Finance of the City.
  2. *Purchases over three thousand dollars (\$3,000.00) to twenty-five thousand dollars (\$25,000.00).* For contemplated purchases or contracts for services valued in excess of three thousand dollars (\$3,000.00) and up to, and including, twenty-five thousand dollars (\$25,000.00), the Director of Finance shall cause the solicitation of at least three (3) written bids for the item or items or services. The execution of the bid requirement should be documented. He/she may then award the purchase or contract of services to the lowest responsible bidder who submits a responsive bid which is most advantageous to the City (hereafter referred to as the lowest responsible bidder).
  3. *Purchases over twenty-five thousand dollars (\$25,000.00).* Whenever any contemplated purchase or contract for services is valued over *twenty-five thousand dollars (\$25,000.00)*, the Director of Finance shall direct a notice inviting bids to be published in at least one (1) issue of a newspaper of general circulation. The notice herein required shall include a general description of the articles to be

purchased or services performed and the time and place for opening bids. Nothing in this section is meant to preclude the use of other means of notice as needed to solicit interest in the project.

**Section 135.030 Authority of Director of Finance To Apply More Formal Procedures — Criteria For Selection of Lowest Responsible Bidder — Local Bidder Preference.**

- A. The Director of Finance shall not be precluded from applying more formal procedures in a particular situation than those called for under the prescribed requirements.
- B. Notwithstanding any provisions of this Chapter to the contrary, procurement activities involving the expenditure of federal funds must be conducted in compliance with applicable federal laws and regulations, including, but not necessarily limited to, the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326, unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Should the City of St. Peters have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

Notwithstanding any provisions of this Chapter to the contrary, procurement activities must be conducted in compliance with applicable state laws and regulations, including, but not necessarily limited to, Sections 34.073 and 34.076, RSMo., as amended. Should the City of St. Peters have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States. This provision applies to each contract for the purchase or lease of manufactured goods or commodities, and each contract for construction, alteration, repair, or maintenance of any public works for expenditures \$25,000.00 or greater. This shall not apply when the specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements, or obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent. The Mayor shall certify in writing pursuant to the Missouri Domestic Products Procurement Act that the City has adopted a formal written policy to encourage the purchase of products manufactured, assembled or produced in the United States and it is the intent of the Board of Aldermen that, by virtue of the adoption of the policy stated in this Section, that Section (3) of the Missouri Domestic Products Procurement Act shall not apply to the City, pursuant to the provisions of that Act.

- C. The following criteria for selection of the lowest responsible bidder shall be considered:
  - 1. Responsibility of bidder.
    - a. The financial stability of the bidder.
    - b. Production capability of the bidder.
    - c. Ability of the bidder to deliver or perform on a timely basis.

- d. Quality of past performance on contracts or services.

In making purchases or accepting bids, the City shall give preference to all licensed businesses in the City of St. Peters, St. Charles County or the State of Missouri when quality and other terms of the purchase are equal or better than the proposed or delivered price. Preference for licensed businesses in the City of St. Peters will be given if the proposed or delivered price is within five percent (5%) of the lowest price but not to exceed one thousand dollars (\$1,000.00) maximum.

2. *Responsiveness of bidder.*
  - a. Conformity of specifications, terms and conditions to those in the invitation of bids.
  - b. Absence of unilateral mistakes or obvious errors made in calculating or presenting figures.
  - c. Reasonableness of price.

**Section 135.040** Exceptions To Bid Procedure.

- A. Notwithstanding the provision of Section **135.020** of this Chapter, purchase of items or services pursuant to this Chapter may be made which are not in conformity with Section **135.020** under the following circumstances:
  1. *Single-source purchases.* In the event there is only one (1) acceptable vendor capable of furnishing a particular service or commodity, the Director of Finance shall be authorized to direct procurement of such service or commodity without bidding. The Director of Finance shall document the particular facts which make the item a single-source purchase, and the City Administrator must approve the purchase. The reason for avoiding single-source purchases is to avoid bias or preference for a particular product made by a particular company.
  2. *Equipment or system compatibility/standardization purchases.* Defined as “requirements of performance compatibility/standardization with existing commodities or services”. The services involve the purchase, repair, modification, maintenance or calibration of equipment, hardware or software when they are to be manufactured or performed by a specific manufacturer (or an authorized dealer) in order to maintain a warranty, system compatibility and/or system standardization. The Director of Finance shall maintain a written record of the circumstances surrounding such purchases and the City Administrator must approve the purchases.
  3. *Emergency purchases.* Where an emergency situation requires immediate purchase of supplies or services and time is of the essence, the Director of Finance shall be

authorized to procure the supplies or services needed without bidding. The Director of Finance shall maintain a written record of the circumstances surrounding emergency purchases and the City Administrator must approve the purchases.

4. *Situations calling for competitive negotiations.* Where it can be demonstrated that the City receives the best value on a purchase through informal discussion and bargaining rather than through the conventional bidding process, the Director of Finance shall not be required to follow the conventional bidding process exclusively. Such purchases shall be documented by the Director of Finance and approved by the City Administrator. Examples would include, but not be limited to, circumstances when time is a crucial factor, when the procurement involves high technology items, or when there is obvious inherent economy in purchasing from a particular vendor.
5. *Cooperative purchasing.* Established purchasing procedures should not apply to purchases made by, through, or with the Division of Procurement of the State of Missouri or any other governmental agency or unit with whom the City is permitted to engage in cooperative purchasing. Such purchases shall be documented by the Director of Finance and approved by the City Administrator.
6. *Confidential expenditures.* Confidential expenditures such as payments to informants, purchase of materials as evidence (such as narcotics), or other uses as may be required by law enforcement personnel working in an undercover capacity cannot be subject to normal purchasing procedures. All disbursements made shall be documented by written vouchers showing date, amount, and nature of expenditure, signature of requesting officer or agent, and approval of the Chief of Police and the City Administrator.
7. *Waiver.* The Mayor and the Board of Aldermen may waive any and all of the aforementioned procedural requirements of this Section if such waiver is determined to be in the best interest of the City.

#### **Section 135.050** Blanket Purchase Orders.

Blanket purchase orders may be authorized by the City Administrator to facilitate purchasing items on credit from businesses to allow multiple delivery dates over a period of time to take advantage of predetermined pricing competitively procured.

#### **Section 135.060** Professional Services

- A. *Definitions.* The following words and/or phrases shall have the following meanings as set out herein:

##### **FIRM**

Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, engineering, or land surveying and provide

said services.

### **PROFESSIONAL SERVICES**

Those services within the scope of practice of architecture, engineering, or land surveying, or those performed by any architect, professional engineer, or registered land surveyor in connection with this profession, employment or practice.

#### **B. General Selection Procedures**

1. *Professional Services Degree of Formality.* The quantitative criteria for determining the degree of formality to be observed for each particular class of professional service is set out as follows:
  - a. *Class A.* Contemplated professional services anticipated to cost ten thousand dollars (\$10,000.00) or less may be selected under procedures established by the Director of Finance of the City consistent with the requirements of this Section.
  - b. *Class B.* Contemplated professional services anticipated to cost in excess of ten thousand dollars (\$10,000.00) and up to and including seventy-five thousand dollars (\$75,000.00) the Director of Finance shall cause firms to be invited to submit statements of qualifications for the professional services.
  - c. *Class C.* Whenever contemplated professional services is anticipated to cost in excess of seventy-five thousand dollars (\$75,000.00) the Director of Finance shall cause notice inviting firms to submit statements of qualifications to be published in one (1) issue of a newspaper of general circulation in the City. The notice herein required shall include a general description of the professional services to be performed and a statement of the time and place when and where the statement of qualifications will be received. Nothing contained herein shall preclude the use of other means as needed to solicit interest in the project by qualified firms.
2. *Statement of Qualifications and Performance.* Present provisions of law notwithstanding, in the procurement of professional services, the Director of Finance shall encourage firms engaged in the lawful practice of their professions to annually submit a statement of qualifications and performance data to the City. Whenever a project requiring professional services is proposed for the City, the City shall evaluate current statements of qualifications and performance data of firms on file together with those that may be submitted by other firms regarding the proposed project. In evaluating the qualifications of each firm the City shall use the following criteria:
  - a. The specialized experience and technical competence of the firm with

respect to the type of services required;

- b. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
- c. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; and
- d. The firm's proximity to and familiarity with the area in which the project is located.

3. *Negotiation for Contract.*

- a. The City shall list three highly qualified firms. The City shall then select the firm considered best qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.
- b. For a basis for negotiations the City shall prepare a written description of the scope of the proposed services.
- c. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated. The City shall then undertake negotiations with another of the qualified firms selected. If there is a failing of accord with the second firm, negotiations with such firm shall be terminated. The City shall then undertake negotiations with the third qualified firm.
- d. If the City is unable to negotiate a contract with any of the selected firms, the City shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, again compile a list of qualified firms and proceed in accordance with this Section.

C. *Exceptions.* Except where otherwise required by state or federal law, in view of the fact that special conditions will occasionally arise that make use of this policy impractical, there can be exceptions made by the City Administrator. Special conditions may include, but shall not be limited to, emergency situations which preclude the time frame required in this policy, or an extremely specialized need in which there is only one (1) feasible source of expertise. Said exceptions shall be documented and approved by the City Administrator in writing.

D. *Compensation Or Fee.* Compensation or fees for professional services will include all services to be rendered to the City by the firm, with the exception of certain pass through expenses that will be identified by contract, if applicable, and it will be calculated by one (1) of the following methods, at the preference of the City:

1. Lump sum or fixed fee.
2. Cost per unit.
3. Hourly basis with total not to exceed a fixed amount.

E. *Prohibition Against Contingent Fees.*

1. Each contract entered into by the City of St. Peters for professional services shall contain a prohibition against contingent fees as follows:

"No firm shall retain a person to solicit or secure a City contract for professional services upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business."

2. For the breach or violation of the foregoing provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- F. *Use Of Procedures.* The City shall have the right to negotiate amendments to a project and/or to negotiate new contracts with a selected firm for additional projects requiring that expertise for a period not to exceed three (3) years. After three (3) years, this procedure shall be used again for selection of professional services.

- G. *Waiver.* The Mayor and the Board of Aldermen may waive any and all of the aforementioned procedural requirements of this Section if such waiver is determined to be in the best interest of the City.

**Section 135.070** Authority of Mayor and City Administrator.

- A. Except for those contracts or agreements that require approval of the Board of Aldermen pursuant to this Chapter of Section 70.230, RSMo., the City Administrator is authorized to enter into agreements or contracts on behalf of the City calling for expenditures of up to one hundred thousand dollars (\$100,000.00), provided, that the authorization expenditure for professional services shall be seventy-five thousand dollars (\$75,000.00).

1. The City Administrator may delegate his/her authority to approve procurements under Sections **135.020** and **135.060(B)** to Group Managers or other City staff.

- B. All such contracts or agreements procured under Section 135.020 that exceed one hundred thousand dollars (\$100,000.00) and contracts or agreements procured under Section 135.060 that exceed seventy-five thousand dollars (\$75,000.00) shall require authorization by the Board of Aldermen.

**Section 135.080** Real Estate.

Nothing contained in this Chapter shall be construed to govern the purchase or acquisition of real estate, rights-of-way, easement, licenses, or any other interest of land.

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

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

SECTION NO. 4. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed and approved this 8th day of October, 2020.

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

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