

REVISED



CITY OF ST. PETERS BOARD OF ALDERMEN

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

JUNE 25, 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. General Municipal Election June 2, 2020
 - a. [Acknowledgement of Certified Election Results](#) of the April 7, 2020 General Municipal Election held on June 2, 2020 per Executive Order 20-03
 - 4. Recognition of Service: Alderman, Ward 2 - Jerry Hollingsworth
 - 5. Ceremonial Oath of Office and Seating of Elected Officials by: P. Smith, City Clerk
 - a. Mayor Len Pagano
 - b. Alderman John “Rocky” Reitmeyer, Ward 1
 - c. Dr. Gregg S. Sartorius, Alderman Elect, Ward 2
 - d. Alderman Melissa Renee Reimer, Ward 3
 - e. Alderman Patrick A. Barclay, Ward 4
 - 6. Motion to Adjourn Sine Die
 - 7. Call to Order of the New Board of Alderman - Mayor Len Pagano
 - 8. Roll Call of the New Board of Alderman
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of May 28, 2020](#); and the [Regular Board of Aldermen meeting of May 28, 2020](#).

E. Reports of Officers, Boards and Commissions

1. Mayoral Report of Appointments to Boards and Commissions
 - a. [Board of Adjustment Re-Appointment](#)
 - b. [St. Peters Parks, Recreation and Arts Advisory Board Appointment](#)
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:

1. [Bill No. 20-51](#): [Bill](#) authorizing the City Administrator to execute: (1) A Certain Assignment and Assumption Agreement by and among FWCD, LLC, a Missouri Limited Liability Company, Waste Connections of Missouri, Inc., a Missouri Corporation, and the City of St. Peters, Missouri; and (2) A Certain Amendment to Municipal Solid Waste Transfer and Disposal Agreement by and among Waste Connections of Missouri, Inc., a Missouri Corporation, the City of St. Peters, Missouri, and Champ Landfill Company, LLC, a Missouri Limited Liability Company (tabled from 5-28-20)
2. [Bill No. 20-61](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into a Professional Services Contract with Tabri, LLC for Inclusive Recreation Services (tabled from 5-28-20)
3. [Bill No. 20-62](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into a Funding Agreement with the Developmental Disabilities Resources Board of St. Charles County (DDRB) for Inclusion Coordinator Recreation Services (tabled from 5-28-20)

I. New Business Items:

1. [Bill No. 20-66](#): [Bill](#) authorizing and directing the Mayor of the City of St. Peters, Missouri, to execute a certain Second Amended and Restated Consulting Agreement
2. [Bill No. 20-67](#): [Bill](#) authorizing the City Administrator to execute a certain agreement between the City of St. Peters, Missouri and Aging Ahead for activities and services at the Tom Brown Senior Citizen Center
3. [Bill No. 20-68](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to execute a contract with N.B. West Contracting Company for construction of the Spencer Road Transportation Improvements Project

4. [Bill No. 20-69: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to issue a purchase order for the procurement of Concrete Ready Mix Materials
 5. [Bill No. 20-70: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into agreements providing for acquisition of Right-of-Way, Permanent Utility Easement, along with three Temporary Construction Easements from Daniel V. Boeckman for the Centennial Greenway, Phase 4 Project (Federal Project No. TAP 7305(618))
 6. [Resolution](#) of the City of St. Peters, Missouri, opposing any action by the City of Cottleville authorizing the enlarged or expanded use of property located at 1 Illy Drive for the collection of yard waste materials or composting
- 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: June 22, 2020 at 9:00 a.m.
By: P. Smith, City Clerk

Revised and Posted: June 24, 2020 at 4:00 p.m.
By: P. Smith, City Clerk
Added Business Items I-5 and I-6

Next Regular Board of Aldermen Meeting: July 23, 2020



Registered Voters 271,263 - Total Ballots 39,663 : 14.62%

122 of 122 Precincts Reporting 100.00%

ST. PETERS MAYOR			
Number of Precincts	33		
Precincts Reporting	33	100.00%	
Vote For 1			
Total Votes	4,777		
LEONARD B. (LEN) PAGANO	4,649	97.32%	
WRITE IN	128	2.68%	

ST. PETERS ALDERMAN WARD 4			
Number of Precincts	12		
Precincts Reporting	12	100.00%	
Vote For 1			
Total Votes	1,617		
PATRICK A. BARCLAY	1,590	98.33%	
WRITE IN	27	1.67%	

ST. PETERS ALDERMAN WARD 1			
Number of Precincts	13		
Precincts Reporting	13	100.00%	
Vote For 1			
Total Votes	700		
JOHN "ROCKY" REITMEYER	681	97.29%	
WRITE IN	19	2.71%	

ST. PETERS ALDERMAN WARD 2			
Number of Precincts	11		
Precincts Reporting	11	100.00%	
Vote For 1			
Total Votes	1,130		
GREGG STEVEN SARTORIUS	738	65.31%	
KASHFIA M. RAHMAN	383	33.89%	
WRITE IN	9	0.80%	

ST. PETERS ALDERMAN WARD 3			
Number of Precincts	10		
Precincts Reporting	10	100.00%	
Vote For 1			
Total Votes	1,153		
MELISSA RENEE REIMER	1,130	98.01%	
WRITE IN	23	1.99%	



IN WITNESS WHEREOF: I, Kurt Bahr, Director of Elections in and for the County of St. Charles, State of Missouri, do hereby certify the figures set out herein are Official Results of the April 7, 2020 General Municipal Election held on June 2, 2020 per Executive Order 20-03 for your political subdivision. Given under my hand and official seal this 12th day of June 2020.

Kurt M. Bahr, Director of Elections, St. Charles County Missouri

PROPOSITION G

Shall the amendments to Articles 5, 6, 9 and 12 of the O'Fallon City Charter proposed in Ordinance NO. 6645 to adopt gender-neutral language be approved?

YES

NO

PROPOSITION E

Shall the amendments to Article 3 of the O'Fallon City Charter proposed in Ordinance NO. 6645 to tighten ethical standards for city officials be approved?

YES

NO

CITY OF ST. PETERS

**FOR MAYOR
FOUR (4) YEAR TERM**

Vote For One

LEONARD B. (LEN) PAGANO

WRITE IN _____

**FOR ALDERMAN
WARD ONE
FOUR (4) YEAR TERM**

Vote For One

JOHN "ROCKY" REITMEYER

WRITE IN _____

**FOR ALDERMAN
WARD TWO
FOUR (4) YEAR TERM**

Vote For One

GREGG STEVEN SARTORIUS

KASHFIA M. RAHMAN

WRITE IN _____

**FOR ALDERMAN
WARD THREE
FOUR (4) YEAR TERM**

Vote For One

MELISSA RENEE REIMER

WRITE IN _____

**FOR ALDERMAN
WARD FOUR
FOUR (4) YEAR TERM**

Vote For One

PATRICK A. BARCLAY

WRITE IN _____

CITY OF COTTLEVILLE

**FOR ALDERMAN
WARD ONE
TWO (2) YEAR TERM**

Vote For One

MARIE MANNINO

WRITE IN _____

**FOR ALDERMAN
WARD TWO
TWO (2) YEAR TERM**

Vote For One

DONALD BUCHHEIT

WRITE IN _____

CITY OF LAKE SAINT LOUIS

**FOR ALDERMAN
WARD ONE
TWO (2) YEAR TERM**

Vote For One

ANTHONY (TONY) LYMAN

GARY TORLINA

WRITE IN _____

**FOR ALDERMAN
WARD TWO
TWO (2) YEAR TERM**

Vote For One

KAREN VENNARD

WRITE IN _____

**FOR ALDERMAN
WARD THREE
TWO (2) YEAR TERM**

Vote For One

JASON LAW

WRITE IN _____

PROPOSITION A

Shall the City Limits of the City of Lake Saint Louis, in the County of St. Charles, State of Missouri, be extended so as to embrace and include all the unincorporated area lying within the following boundary lines and found in the County of St. Charles?

Parcel A: A 2.438 acre parcel owned by Linda Parker located at 8551 Orf Road and described as St. Charles County Parcel ID 4-0060-0825-00-0015.3000000. This parcel is recorded at the St. Charles County Recorder Office in Plat Book 1734, Page 642 and the Assessor Office Account Number 763590D001.

YES

NO

PROPOSITION A (OUTSIDE)

Shall the City Limits of the City of Lake Saint Louis, in the County of St. Charles, State of Missouri, be extended so as to embrace and include all the unincorporated area lying within the following boundary lines and found in the County of St. Charles?

Parcel A: A 2.438 acre parcel owned by Linda Parker located at 8551 Orf Road and described as St. Charles County Parcel ID 4-0060-0825-00-0015.3000000. This parcel is recorded at the St. Charles County Recorder Office in Plat Book 1734, Page 642 and the Assessor Office Account Number 763590D001.

YES

NO

CITY OF WENTZVILLE

**FOR MAYOR
FOUR YEAR TERM**

Vote For One

NICKOLAS NICK GUCCIONE

WRITE IN _____

**FOR ALDERMAN
WARD ONE
TWO (2) YEAR TERM**

Vote For One

ROBERT (ROB) HUSSEY

WRITE IN _____



CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
May 28, 2020

The Work Session was called to order at approximately 5:00 p.m. on Thursday, May 28, 2020 at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. The following were present: Mayor Pagano; Board President Bateman; Alderman Barclay; Alderman Reitmeyer; Alderman Reimer; Alderman Townsend; Alderman Trupiano; Alderman Violet. Staff present include Vicki Phillips, Acting Director of Parks; Cathy Pratt, Staff Support Services Manager; Burt Benesek, Transportation Development Services Manager; Rick Struttman, Police Chief; Russ Batzel, City Administrator; John Young, City Attorney, and Patty Smith, City Clerk. Alderman Hollingsworth was absent.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOA ITEMS FOR DISCUSSION

Unfinished Business Items:

Alderman Barclay moved and Alderman Reitmeyer seconded the motion to remove Discussion/Temporary Stop Sign on Kimberly Drive and Bellemeade Drive at Tot Lot Park from the agenda for discussion. The motion was approved.

DISCUSSION/TEMPORARY STOP SIGN ON KIMBERLY DRIVE AND BELLEMEADE DRIVE AT TOT LOT PARK – BATEMAN (CONTINUED FROM 4-23-20)

Alderman Bateman recounted the direction by the Board of Aldermen from the April 23, 2020 Work Session that staff place temporary stop signs at Kimberly Drive and Bellemeade Drive to solicit public comment, and requested Burt Benesek to share the results of the public notice. Mr. Benesek presented a slideshow to explain that temporary stop signs were placed at the intersection of Kimberly Lane at Bellemeade Drive on April 27, 2020 near the Tot Lot Park, along with a public notice advising residents that they may make public comments regarding the installation of the stop sign to the City prior to or at the scheduled meeting of the Board of Aldermen. City Staff received 14 responses from residents; ten (10) were supportive of the stop signs and four (4) were not supportive of the permanent installation of the stop signs. Staff has not observed traffic flow or safety issues related to the all-way stop signs. Staff will move forward with installing permanent all-way stop signs on Kimberly Drive and Bellemeade Drive at the Tot Lot Park. No comments or questions from the Board of Aldermen. **This is business item I-18 on this evening's Board of Aldermen meeting agenda for consideration.**

New Business Items:

Alderman Reimer moved and Alderman Reitmeyer seconded the motion to remove Selection of Aldermanic Representatives to City Boards and Commissions and Board President from the agenda for discussion. The motion was approved.

SELECTION OF ALDERMANIC REPRESENTATIVES TO CITY BOARDS AND COMMISSIONS AND BOARD PRESIDENT – BATEMAN

Alderman Bateman read the results of the selection of Aldermanic Representatives to Boards and Commissions and the Board President as follows: Alderman Reitmeyer for the Board of Aldermen President; Alderman Bateman for Aldermanic Representative to the Planning and Zoning Commission; Alderman Trupiano for Aldermanic Representative to the Parks, Recreation & Arts Advisory Board, Golf Focus Group; Alderman Barclay and Alderman Townsend for Aldermanic Representatives to the Parks, Recreation & Arts Advisory Board, Historical Focus Group; Alderman Reimer for Aldermanic Representative to the Parks, Recreation & Arts Advisory Board, Cultural Arts Focus Group; Alderman Reimer and the upcoming newly elected Ward 2 Alderman for Aldermanic Representatives to the Parks, Recreation & Arts Advisory Board, Sustainability Focus Group; Alderman Violet for Aldermanic Representatives to the Veterans Memorial Commission; Alderman Trupiano for Aldermanic Representative to the Senior Advisory Committee. Appointments will run from May 28, 2020 to April 22, 2021. Alderman Bateman thanked the Board of Aldermen for the opportunity to serve as President to the Board of Aldermen.

MAYOR/CITY ADMINISTRATOR ITEM

UNFINISHED BUSINESS ITEMS:

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

DRAFT RESOLUTION/PARKS, RECREATION & ARTS ADVISORY BOARD – PHILLIPS (CONTINUED FROM 5-14-20)

Ms. Phillips explained that staff has requested the Board of Aldermen's review of a draft resolution establishing the Parks, Recreation & Arts Advisory Board. Ms. Phillips recounted previous discussion at the May 14, 2020 Work Session where suggestions were made, and now those changes are included. The draft resolution included in the work session packet this evening cleans up any ambiguities and establishes by-laws that will allow for additional participation from Aldermanic Representatives. No comments or questions from the Board of Aldermen. **This is business item I-20 on this evening's Board of Aldermen meeting agenda for consideration.**

NEW BUSINESS ITEMS:

Alderman Townsend moved and Alderman Reimer seconded the motion to remove Golf Club Maintenance Facility Replacement Bid Recommendation from the agenda for discussion. The motion was approved.

GOLF CLUB MAINTENANCE FACILITY REPLACEMENT BID RECOMMENDATION – PHILLIPS

Ms. Phillips stated that on April 30, 2020, five (5) bids were received to replace the Golf Club maintenance facility that was destroyed in a fire on April 25, 2019. Staff is recommending the City Administrator enter into a contract with Integra, Inc., for the design/build golf maintenance facility project. Integra, Inc. submitted the lowest responsive base bid proposal of \$538,500.00, with three bid alternates, in a total contract value of \$555,000. This project's estimated completion date is by December 30, 2020. No comments or questions from the Board of Aldermen. **This is business item I-14 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Violet moved and Alderman Reitmeyer seconded the motion to remove City Hall Public Restroom Renovation Bid Recommendation from the agenda for discussion. The motion was approved.

CITY HALL PUBLIC RESTROOM RENOVATION BID RECOMMENDATION – BENESEK

Mr. Benesek stated that staff received two bids for the City Hall Public Restroom Renovation project, which serves the Cultural Arts Center. Mr. Benesek presented a slideshow of the conceptual drawing on the restroom improvements and renovation project scope, located on the west end of City Hall. The goal is to complete this project by the end of August. Staff recommends awarding the design and build project to the low bidder, Vanstar Construction in the amount of \$206,900. Mr. Benesek addressed a question regarding ADA compliance. No further comments or questions were received from the Board of Aldermen. **This is business item I-13 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Bateman moved and Alderman Reimer seconded the motion to remove Rec-Plex Audio System Replacement Bid Recommendation from the agenda for discussion. The motion was approved.

REC-PLEX AUDIO SYSTEM REPLACEMENT BID RECOMMENDATION – BENESEK

Mr. Benesek presented a slideshow and stated staff received four (4) bids for the Rec-Plex Audio System Replacement. This project will design and build new audio equipment replacing a 27-year-old system, improve sound quality, provide more event setup options, provide accessible features, all appropriate for a pool environment, and compatible with existing audio equipment for the Rec-Plex Natatorium. After a thorough review, staff recommends awarding TSi Global Companies in the amount of \$141,815 for the best value. TSi Global is able to provide the best quality speakers, redundant system design, easily expandable and upgradable, and compatible with City Hall and Water's Edge equipment. No comments or questions from the Board of Aldermen. **This is business item I-17 on this evening's Board of Aldermen meeting agenda for consideration.**

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

CITY CODE EDITORIAL AND CODE ANALYSIS/10 YEAR REVIEW – PRATT/SMITH/YOUNG

John Young explained the City has been conducting its ten-year review of the City Code to ensure our code is consistent with any changes in State or Federal law that have occurred in the interim since the last review, to correct any internal errors or inconsistencies and streamline the City Code to make it more efficient. It's presented in the form from General Code, the City's codifier, through a question and answer system and recommendations. The recommended revisions were presented to the group managers and their staff and by the City's Attorneys for their review. City Attorney Young highlighted some of the significant updates being proposed. Staff addressed questions regarding the animal code description on pet units. City Attorney Young stated that the intention is for these revisions be presented for further review and consideration at the earliest, on June 25th Board of Aldermen meeting agenda. No further comments or questions from the Aldermen.

MISCELLANEOUS UPDATES – BATZEL

Mr. Batzel informed there are several Business Items on tonight's Regular meeting agenda that will need to be tabled to the June 25, 2020 Board of Aldermen Regular meeting. Business Item I-5 is an agreement with Waste Connections that is still in discussions; and Business Items I-15 and I-16 are in reference to an Inclusion Coordinator contract renewal; which, the Development Disabilities Resources Board (DDRB) of St. Charles County has not yet authorized their agreement and rate at their Board meeting. Staff requested that these items be tabled to the June 25, 2020 Board of Aldermen meeting.

BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

Mr. Batzel reminded the Board of Aldermen that City Clerk Smith distributed packet and agenda revisions with revised draft ordinances for Business Items I-13 and I-17 for the City Hall restrooms and the audio system at the Rec-Plex, and included bid recommendation memos. The bid recommendations for these items were finalized after the meeting packets were sent out to the Board of Aldermen last Friday.

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

No Executive Session was called at this time.

ADJOURNMENT OF THE WORK SESSION

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to adjourn the Work Session meeting. The motion was approved and the Work Session meeting was adjourned at approximately 5:55 p.m.

Submitted by,

Patricia E. Smith
City Clerk

DRAFT



CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN REGULAR MEETING MINUTES
MAY 28, 2020

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 6:30 p.m. on May 28, 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; Board President Bateman; Alderman Reimer; Alderman Reitmeyer; Alderman Townsend; Alderman Trupiano; Alderman Violet; Chief of Police, Rick Struttmann; City Administrator, Russ Batzel; City Attorney, John Young; and City Clerk, Patty Smith. Alderman Hollingsworth was absent. Pastor Chris Highfill from Grace River Church delivered the Invocation. Mayor led the Pledge of Allegiance.

PRESENTATION: ST. PETERS VETERANS HALL OF HONOR

Alderman Reimer read the names of the Veterans from the plaques displayed at the St. Peters Veterans Hall of Honor. Alderman Reimer explained the requirements and steps to have a name added to the wall.

RECOGNITION: ST. PETERS POLICE OFFICERS LETTERS OF COMMENDATION

Chief Struttmann introduced several members from Central County Fire and Rescue. Deputy Chief Jason Meinershagen read letters of accommodation recognizing nine City of St. Peters Police Officers that responded to a fire at Turnberry Place Apartments on April 17th that displaced 22 families. Those recognized include: Police Officer Ron Kuester, Police Officer Brian Bresnahan, Police Officer Travis Scherder, Police Officer Chris Mueller, Police Officer Chris Long, Police Officer Bryan Hoffman, Police Officer Jeff Callaway, Police Lieutenant Clayton Alley, Police Sergeant Chad Kinsey.

APPROVAL OF MINUTES: THE BOARD OF ALDERMEN WORK SESSION MEETING OF MAY 14, 2020 AND THE REGULAR BOARD OF ALDERMEN MEETING OF MAY 14, 2020

Alderman Townsend moved and Alderman Trupiano seconded the motion to approve the Board of Aldermen Work Session meeting minutes of May 14, 2020 and the Regular Board of Aldermen meeting minutes of May 14, 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

SENIOR ADVISORY COMMITTEE RE-APPOINTMENTS

Alderman Trupiano read the appointment of the following individuals for re-appointment to the Senior Advisory Committee: Maribeth Huddleston, 109 Windler Court, St. Peters (Ward 3); and Sandy Hennen, 32 Glenwood Lane, St. Peters (Ward 2); both for the term effective July 1, 2020 and expiring June 30, 2022. Alderman Reitmeyer moved and Alderman Reimer seconded the

motion to approve the appointment. All in favor, the motion carried and the appointment was approved.

CITY ADMINISTRATOR'S REPORT

None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

PETITION 19-04 – AMENDING SPECIAL USE PERMIT – STANGLE INVESTMENTS, LLC – POWERS

Ms. Powers stated that Stangle Investments, LLC is requesting to amend a Special Use Permit in the I-2 Heavy Industrial District. The property is approximately 1.2 +/- acre parcel located on the west side of Mid Rivers Mall Drive, south side of Didion Drive. Staff and the Planning and Zoning Commission recommend approval to the Board of Aldermen on this amended Special Use Permit application for an extension of time. There were no questions or comments from the Board of Aldermen or the public. This is Business Item I-02 on tonight's Board of Aldermen meeting agenda.

PETITION RZ 20-02 – CHANGE OF ZONING – LOU FUSZ MOTOR COMPANY – POWERS

Ms. Powers stated Lou Fusz Motor Company is requesting a rezoning from the C-3 General Commercial District to a Commercial Planned District (CPD) to permit used vehicle sales. The property is approximately 3.38 +/- acre parcel located on the east side of Executive Centre Parkway, north of Interstate 70. Staff and the Planning and Zoning Commission recommend approval to the Board of Aldermen on this rezoning request application. Mr. Paul Fusz introduced himself and made himself available for any questions. There were no questions or comments from the Board of Aldermen or the public. This is Business Item I-03 on tonight's Board of Aldermen meeting agenda.

PETITION RZ 20-03 – PLANNED URBAN DEVELOPMENT – MOOSE LEACH, LLC – POWERS

Ms. Powers stated Moose Leach, LLC is requesting a change of zoning from the C-3 General Commercial District to an R-3 Planned Urban Development for multiple family units and accessory recreational facilities. The property is approximately 9.09 +/- acre tract located on the south side of South St. Peters Parkway, west of Harvester Court and east of Woodstone Drive. Staff and the Planning and Zoning Commission recommend approval to the Board of Aldermen on this Planned Urban Development change of zoning application. Bax Engineering Representative, Cliff Heitmann, gave a brief explanation of the property and displayed a slideshow presentation of the 180-unit apartment complex. There were no questions or comments from the Board of Aldermen or the public. This is Business Item I-04 on tonight's Board of Aldermen meeting agenda.

VOLUNTARY ANNEXATION – SIMMONDS PROPERTY, 1911 OAK TREE STREET – POWERS

VOLUNTARY ANNEXATION – SPIES PROPERTY, 8 LE JER LANE – POWERS

VOLUNTARY ANNEXATION – MIKULUS PROPERTY, 9 PATTY ANN COURT – POWERS

Julie Powers reported on the proposed setting of zoning on three newly annexed properties. The Simmonds property is approximately .76+/- acreage located at 1911 Oak Tree Street. Staff is recommending R-1 Single Family Residential district. The Spies property is .4 +/- acreage at 8 Le-Jer Lane. Staff is recommending R-1 Single Family Residential District. The Mikulus property is 0.5 acres at 9 Patty Ann Court. Staff is recommending R-1 Single Family Residential District. The Planning and Zoning Commission recommended approval on these properties. There were no questions or comments from the Board of Aldermen or the public. These are business items I-08, I-10, and I-12 on tonight's Board of Aldermen meeting agenda.

ST. PETERS BUSINESS SPOTLIGHT: NONE

Alderman Reitmeyer spoke about U Save Laundromat business located at 7347 Mexico Road.

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS

None

COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

ANNOUNCEMENTS

None

PUBLIC HEARINGS:

None

UNFINISHED BUSINESS ITEMS: NONE

NEW BUSINESS ITEMS

SELECTION OF ALDERMANIC REPRESENTATIVES TO CITY BOARDS AND COMMISSIONS AND BOARD PRESIDENT

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to introduce the Selection of Aldermanic Representatives to City Boards and Commissions and Board President. The motion carried. Alderman Bateman reported the results of the selection of Aldermanic Representatives to Boards and Commissions and the Board President as follows: Alderman Reitmeyer for the Board of Aldermen President; Alderman Bateman for Aldermanic Representative to the Planning and Zoning Commission; Alderman Trupiano for Aldermanic Representative to the Parks, Recreation & Arts Advisory Board Golf Focus Group; Alderman Barclay and Alderman Townsend for Aldermanic Representative to the Parks, Recreation & Arts Advisory Board, Historical Focus Group; Alderman Reimer for Aldermanic Representative to the Parks, Recreation & Arts Advisory Board, Cultural Arts Focus Group; Alderman Reimer and the upcoming newly elected Ward 2 Alderman for Aldermanic Representative to the Parks, Recreation & Arts Advisory Board, Sustainability Focus Group; Alderman

Violet for Aldermanic Representatives to the Veterans Memorial Commission; Alderman Trupiano for Aldermanic Representative to the Senior Advisory Committee; Appointments will run from May 28, 2020 to April 22, 2021. Alderman Barclay moved and Alderman Bateman seconded the motion to approve the slate of representatives as read. All in favor, the motion was approved.

MOTION/APPROVED: BILL NO. 20-48: ORDINANCE NO. 7302: AN ORDINANCE APPROVING A TIME EXTENSION BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS FOR A SPECIAL USE PERMIT IN THE I-2 HEAVY INDUSTRIAL DISTRICT FOR THE SALE OF USED MOTOR VEHICLES IN RESPONSE TO A REQUEST BY STANGLE INVESTMENTS, LLC (PETITION 19-04)

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. 20-48 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Reimer moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-48 passed becoming Ordinance No. 7302.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-49: ORDINANCE NO. 7303: AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS, MISSOURI; TITLE IV: LAND USE PERTAINING TO ZONING AND PROPERTY WITHIN SAID CITY IN RESPONSE TO REZONING PETITION NUMBER RZ 20-02 LOU FUSZ MOTOR COMPANY BY MAKING CERTAIN CHANGES IN THE DESIGNATED DISTRICTS IN CERTAIN SECTIONS OF SAID CITY

Alderman Reimer moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Violet seconded the motion to read Bill No. 20-49 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Barclay moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Reitmeyer moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-49 passed becoming Ordinance No. 7303.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-50: ORDINANCE NO. 7304: AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A PLANNED URBAN DEVELOPMENT AGREEMENT WITH STEINMANN-JUSTUS PROPERTIES, LLC AND MOOSE LEACH, LLC FOR DEVELOPMENT OF WOODSTONE APARTMENTS

Alderman Reimer moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to read Bill No. 20-50 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Reitmeyer moved and Alderman Violet seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Barclay moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-50 passed becoming Ordinance No. 7304.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/TABLED: BILL NO. 20-51: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE: (1) A CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG FWCD, LLC, A MISSOURI LIMITED LIABILITY COMPANY, WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, AND THE CITY OF ST. PETERS, MISSOURI; AND (2) A CERTAIN AMENDMENT TO MUNICIPAL SOLID WASTE TRANSFER AND DISPOSAL AGREEMENT BY AND AMONG WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, THE CITY OF ST. PETERS, MISSOURI, AND CHAMP LANDFILL COMPANY, LLC, A MISSOURI LIMITED LIABILITY COMPANY

Alderman Barclay moved and Alderman Townsend seconded the motion to table business item I-5, Bill 20-51, to the June 25, 2020 Regular Board of Aldermen meeting. The motion was approved.

MOTION/APPROVED: BILL NO. 20-52: ORDINANCE NO. 7305: AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CHIEF OF POLICE OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT FOR THE ORGANIZATION AND OPERATION OF THE ST. CHARLES COUNTY REGIONAL SWAT TEAM, AND REPEALING ORDINANCE NO. 5960 OF THE CITY OF ST. PETERS IN CONNECTION THEREWITH

Alderman Violet moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Reitmeyer seconded the motion to read Bill No. 20-52 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-52 passed becoming Ordinance No. 7305.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-53: ORDINANCE NO. 7306: AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY (SIMMONDS, 1911 OAK TREE STREET) TO THE CITY OF ST. PETERS, MISSOURI

Alderman Reimer moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to read Bill

No. 20-53 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Violet moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-53 passed becoming Ordinance No. 7306.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-54: ORDINANCE NO. 7307: AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CORPORATE LIMITS AND ZONING DISTRICT MAP OF THE CITY OF ST. PETERS, MISSOURI, IN RESPONSE TO A VOLUNTARY ANNEXATION OF PROPERTY (SIMMONDS, 1911 OAK TREE STREET)

Alderman Bateman moved and Alderman Trupiano seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Trupiano seconded the motion to read Bill No. 20-54 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Trupiano read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-54 passed becoming Ordinance No. 7307.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-55: ORDINANCE NO. 7308: AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY (SPIES, 8 LE-JER LANE) TO THE CITY OF ST. PETERS, MISSOURI

Alderman Reimer moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to read Bill No. 20-55 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Trupiano moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Violet moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-55 passed becoming Ordinance No. 7308.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-56: ORDINANCE NO. 7309: AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CORPORATE LIMITS AND ZONING DISTRICT MAP OF THE CITY OF ST. PETERS, MISSOURI, IN RESPONSE TO A VOLUNTARY ANNEXATION OF PROPERTY (SPIES, 8 LE-JER LANE)

Alderman Barclay moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Reitmeyer seconded the motion to read Bill No. 20-56 for the first time. The motion carried and Alderman Barclay 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 Reitmeyer read the Bill. Alderman Trupiano moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-56 passed becoming Ordinance No. 7309.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-57: ORDINANCE NO. 7310: AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY (MIKULUS, 9 PATTY ANN COURT) TO THE CITY OF ST. PETERS, MISSOURI

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. 20-57 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Violet moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-57 passed becoming Ordinance No. 7310.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-58: ORDINANCE NO. 7311: AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CORPORATE LIMITS AND ZONING DISTRICT MAP OF THE CITY OF ST. PETERS, MISSOURI, IN RESPONSE TO A VOLUNTARY ANNEXATION OF PROPERTY (MIKULUS, 9 PATTY ANN COURT)

Alderman Bateman moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reimer seconded the motion to read Bill No. 20-58 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Bateman moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Reitmeyer moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-58 passed becoming Ordinance No. 7311.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-59: ORDINANCE NO. 7312: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT WITH VANTAGE CONSTRUCTION COMPANY D/B/A VANSTAR CONSTRUCTION CO. FOR THE CITY OF ST. PETERS' DESIGN/BUILD CULTURAL ARTS CENTRE RESTROOMS

PROJECT

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. 20-59 for the first time. The motion carried and Alderman Bateman 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 Barclay read the Bill. Alderman Bateman moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-59 passed becoming Ordinance No. 7312.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-60: ORDINANCE NO. 7313: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT WITH INTEGRA, INC. FOR THE DESIGN/BUILD GOLF MAINTENANCE FACILITY PROJECT

Alderman Reitmeyer moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Violet seconded the motion to read Bill No. 20-60 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Reimer moved and Alderman Trupiano seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Violet moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-60 passed becoming Ordinance No. 7313.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/TABLED: BILL NO. 20-61: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH TABRI, LLC FOR INCLUSIVE RECREATION SERVICES

Alderman Barclay moved and Alderman Trupiano seconded the motion to table business item I-15, Bill 20-61, to the June 25, 2020 Regular Board of Aldermen meeting. The motion was approved.

MOTION/TABLED: BILL NO. 20-62: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A FUNDING AGREEMENT WITH THE DEVELOPMENTAL DISABILITIES RESOURCES BOARD OF ST. CHARLES COUNTY (DDRB) FOR INCLUSION COORDINATOR RECREATION SERVICES

Alderman Barclay moved and Alderman Townsend seconded the motion to table business item I-16, Bill 20-62, to the June 25, 2020 Regular Board of Aldermen meeting. The motion was approved.

MOTION/APPROVED: BILL NO. 20-63: ORDINANCE NO. 7314: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT WITH TSI GLOBAL COMPANIES, LLC FOR THE ST. PETERS REC-PLEX

IMPROVEMENTS - DESIGN/BUILD NATATORIUM AUDIO SYSTEM IMPROVEMENTS PROJECT

Alderman Bateman moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reimer seconded the motion to read Bill No. 20-63 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman Reitmeyer moved and Alderman Trupiano seconded the motion to read the Bill for the second time. The motion carried and Alderman Trupiano read the Bill. Alderman Bateman moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-63 passed becoming Ordinance No. 7314.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-64: ORDINANCE NO. 7315: AN ORDINANCE PROVIDING FOR AND RELATING TO STOP SIGNS IN THE CITY OF ST. PETERS, MISSOURI, BY ESTABLISHING PERMANENT MULTI-WAY STOPS UPON APPROACHING OR CROSSING OR ENTERING THE INTERSECTION OF KIMBERLY LANE AND BELLEMEADE DRIVE, FROM ALL DIRECTIONS, AND AMENDING TABLE II-A OF SCHEDULE II OF TITLE III OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS PROVIDING FOR STOP INTERSECTIONS [SPONSOR: BATEMAN]

Alderman Bateman moved and Alderman Townsend seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Townsend seconded the motion to read Bill No. 20-64 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Reitmeyer moved and Alderman Barclay seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-64 passed becoming Ordinance No. 7315.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 20-65: ORDINANCE NO. 7316: AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE AND DELIVER TWO SPECIAL WARRANTY DEEDS CONVEYING REAL PROPERTY TO DUANE AND DEBORAH MONDAY AND PAUL AND JENNIFER CROSS

Alderman Bateman moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reimer seconded the motion to read Bill No. 20-65 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Reitmeyer moved and Alderman Trupiano seconded the motion to read the Bill for the second time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Townsend moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-65 passed becoming Ordinance No. 7316.

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

AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1592: A RESOLUTION ESTABLISHING THE ST. PETERS PARKS, RECREATION, AND ARTS ADVISORY BOARD

Alderman Barclay moved and Alderman Townsend seconded the motion to introduce the Resolution. The motion carried. Alderman Barclay moved and Alderman Townsend seconded the motion to read the Resolution for the first time. The motion carried and Alderman Reimer read the Resolution. Alderman Barclay moved and Alderman Violet seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1592 was adopted.

Barclay: Yes Reimer: Yes Hollingsworth: Absent Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 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)

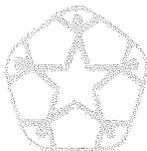
No Executive Session called at this time.

ADJOURNMENT

Alderman Townsend moved and Alderman Reimer seconded the motion to adjourn the Regular Board of Aldermen meeting. Motion approved and the Regular Board of Aldermen meeting adjourned at approximately 8:01 p.m.

Respectfully submitted,

Patricia E. Smith
City Clerk



CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

A handwritten signature in cursive script, appearing to read "Tom Pagano".

TO: BOARD OF ALDERMEN
FROM: MAYOR PAGANO
SUBJECT: RE-APPOINTMENT TO THE BOARD OF ADJUSTMENT
DATE: JUNE 3, 2020

I am nominating the following individual for re-appointment as Member of the Board of Adjustment as follows:

Brian Stiens, 8 Spencers Crossing, St. Peters, MO 63376, (Ward 3), for the term effective immediately and expiring May 31, 2025.

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

APPLICATION

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



INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN

Jim Pagano

FROM: MAYOR PAGANO

SUBJECT: APPOINTMENT TO THE ST. PETERS PARKS, RECREATION AND
ARTS ADVISORY BOARD

DATE: JUNE 5, 2020

I am nominating the following individual for appointment as member to the Parks, Recreation and Arts Advisory Board:

Madaline Barteau, 10 Terrestrial Hill, St. Peters, MO 63376, (Ward 4)

for the term effective immediately and expiring January 31, 2021. Ms. Barteau will be filling the vacancy created by the resignation of Terry Hawkins.

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

APPLICATION

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

ORDINANCE NO.

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

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

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

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

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

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

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

A. That the form, terms and provisions of the Assignment and Assumption Agreement (the “Assignment”) attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Assignment in substantially the form attached hereto.

B. That the form, terms and provisions of the Amendment to Municipal Solid Waste Transfer and Disposal Agreement (the “Amendment”) attached hereto, marked as Exhibit “B”, and incorporated by reference herein, be and they hereby are, in all respects approved, and that

the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Amendment in substantially the form attached hereto.

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

SECTION NO. 2. Savings.

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

SECTION NO. 3. Severability.

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

SECTION NO. 4. Effective Date.

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

Read two times, passed, and approved this 25th day of June, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

EXHIBIT A

[On file in Office of the City Clerk]

DRAFT

EXHIBIT B

[On file in Office of the City Clerk]

DRAFT

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

RECITALS

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF ST. PETERS, MISSOURI

By: _____

Name: Russell W. Batzel

Its: City Administrator

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

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

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

Notary Public

My Commission Expires:

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

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

RECITALS

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

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

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

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

AMENDMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Amendments to Section 14.02 A.

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

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

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

“h. Pollution Liability.

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

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

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

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

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

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

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

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

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

“Contractor shall furnish the City with certificates of insurance and an additional insured endorsement (“AIE”) issued by each applicable insurance carrier to evidence the coverages required in Section 14.02 A., which AIE shall utilize the Standard ISO Additional Insured Endorsement, 1985 Broad Form. The certificates and AIE for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received by the City before the Effective Date of this Amendment.”

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

“City Indemnity. City shall indemnify, defend and hold harmless the Contractor from all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the Contractor for any injuries or damages to the extent caused by or arising from the negligent acts or omissions, or intentional misconduct of City, its servants or agents incurred in performance of this Agreement. The City agrees to indemnify, defend and hold harmless the Contractor from and against all claims, demands, suits, actions or liability (including attorneys’ fees and expenses), asserted against Contractor for injuries or damages arising from or for removal, remedial or corrective actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or comparable state law incurred as the result of the City’s activities under this Agreement, except to the extent caused by the negligent acts or omissions, or intentional or reckless misconduct of the Contractor, Champ, or their employees, agents, representatives or contractors (other than Contractor); provided however anything to the contrary contained in this Agreement notwithstanding, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the City by statute or common law.”

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

“If to Contractor:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF ST. PETERS, MISSOURI

By: _____

Name: Russell W. Batzel

Its: City Administrator

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

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

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

Notary Public

My Commission Expires:

EXHIBIT A

Book: 19293 - Page: 5095

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

Title of the Document: Special Warranty Deed

Date of the Document December 23, 2010

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

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

Legal Description: See Exhibit A attached hereto

Reference Book and Page Number: N/A

ORT-1008086-SWC (4)

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SPECIAL WARRANTY DEED

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

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

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

FRED WEBER, INC.
a Delaware corporation

(Seal)

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

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

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

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


Notary Public
Printed Name Heather L. Pipes

My Commission Expires:



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

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

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

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

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

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

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

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

EXHIBIT "B"

PERMITTED EXCEPTIONS

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

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Order: 1 Comment:

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

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

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

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Order: 1 Comment:

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

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

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

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Order: 1 Comment:

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

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Order: 1 Comment:

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

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Order: 1 Comment:

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

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

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH TABRI, LLC FOR INCLUSIVE RECREATION SERVICES

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

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

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

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

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

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

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

SECTION 3. Savings Clause.

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

SECTION 4. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the

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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 25th day of June, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

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No.

ORDINANCE NO.

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

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

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

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

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

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to execute a letter of understanding with the Developmental Disabilities Resources Board to accept funding not to exceed \$38,131.00.

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

SECTION 3. Savings Clause.

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

SECTION 4. Severability Clause.

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

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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 25th day of June, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN SECOND AMENDED AND RESTATED CONSULTING AGREEMENT

WHEREAS, the City is a fourth class city and political subdivision of the State of Missouri; and

WHEREAS, the City and Charnisky Investments, LLC, an Illinois limited liability company (“Charnisky”) did heretofore enter into a certain Consulting Agreement dated as of October 1, 2016, (the “Agreement”), whereby the City retained the services of Charnisky to advise it on certain matters and to assist it in performing certain economic development activities; and

WHEREAS, the City and Charnisky entered into a certain Amendment to Consulting Agreement dated August 15, 2017, in order to amend the term of the Agreement; and

WHEREAS, the City and Charnisky by Ordinance No. 7025 entered into a certain Amended and Restated Consulting Agreement; and

WHEREAS, the City continues to desire to retain the services of Charnisky to advise it on organizational matters, and to advise and assist City staff in performing their duties relating to economic development, including participating in economic development meetings and in providing assistance in the marketing of available property in the City for economic development (collectively, the “Services”); and

WHEREAS, Charnisky is willing to provide such Services to the City upon the terms and conditions set forth in that certain Second Amended and Restated Consulting Agreement, attached hereto.

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

SECTION NO. 1. The form, terms, and provisions of the Second Amended and Restated Consulting Agreement, attached hereto, marked as Exhibit No. 1, and incorporated by reference herein, be and they hereby are in all respects approved, and that the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer for and on behalf of the City said Second Amended and Restated Consulting Agreement in substantially the form attached hereto. The City Clerk is hereby authorized to attest the Second Amended and Restated Consulting Agreement, and such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Read two times, passed, and approved this 25th day of June, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest:

Patricia E. Smith, City Clerk

EXHIBIT No. 1

**[Second Amended and Restated Consulting Agreement
on file in the Office of the City Clerk]**

DRAFT

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ST. PETERS, MISSOURI AND AGING AHEAD FOR ACTIVITIES AND SERVICES AT THE TOM BROWN SENIOR CITIZEN CENTER

WHEREAS, pursuant to Ordinance No. 1059, the City and Aging Ahead, a Missouri nonprofit corporation, f/k/a Mid-East Area Agency on Aging (the "Agency"), did heretofore enter into a certain Agreement dated December 27, 1985 (the "Existing Agreement") for the purpose of providing nutrition services and other multi-purpose activities and services for older adults of the larger St. Peters area; and

WHEREAS, the City wishes the Agency to continue operating programs in the larger St. Peters area which encompass both Nutrition Services as designated under Title III-C of the Older Americans Act, and Multi-Purpose Senior Center activities and services as generally accepted and defined by the Older Americans Act, the Administration on Aging of the U.S. Department of Health and Human Services, and the National Institute of Senior Centers - National Council on Aging; and

WHEREAS, the City and the Agency wish to terminate the Existing Agreement and to enter into a new agreement for the provisions of such activities and services to older adults in the larger St. Peters area.

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 Agreement (the "Agreement") attached hereto, marked as **Exhibit "A"**, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Agreement in substantially the form attached hereto.

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

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

SECTION NO. 2. Savings.

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

SECTION NO. 3. Severability.

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

SECTION NO. 4. Effective Date.

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

Read two times, passed, and approved this 25th day of June, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

EXHIBIT A

[Attach Agreement]

DRAFT

AGREEMENT
BETWEEN
THE CITY OF ST. PETERS, MISSOURI
AND
AGING AHEAD

This Agreement (the “Agreement”) dated as of _____, 2020, is made and entered into by and between the City of St. Peters, Missouri, (hereinafter referred to as the “City”), and Aging Ahead, a Missouri nonprofit corporation, f/k/a Mid-East Area Agency on Aging (hereinafter referred to as the “Agency”).

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 1059, the City and the Agency did heretofore enter into a certain Agreement dated December 27, 1985 (the “Existing Agreement”) for the purpose of providing nutrition services and other multi-purpose activities and services for older adults of the larger St. Peters area; and

WHEREAS, the City wishes the Agency to continue operating programs in the larger St. Peters area which encompass both Nutrition Services as designated under Title III-C of the Older Americans Act, and Multi-Purpose Senior Center activities and services as generally accepted and defined by the Older Americans Act, the Administration on Aging of the U.S. Department of Health and Human Services, and the National Institute of Senior Centers - National Council on Aging; and

WHEREAS, the City and the Agency wish to terminate the Existing Agreement and to enter into a new agreement for the provisions of such activities and services to older adults in the larger St. Peters area.

NOW THEREFORE, the City and the Agency do hereby agree as follows:

1. For the purposes of this Agreement, the following definitions shall have the following meanings:

Eligible Participant: Any person sixty (60) years of age and over or the spouse of an Eligible Participant; and any person between the ages of 18 and 59 with a disability or blindness certified by the Social Security Administration (SSA) or the State Medical Review Team (SMRT). The certification may also be referred to as a disability determination.

Senior Citizen Center: The Tom Brown Senior Citizen Center, 108 McMenemy Road, St. Peters, Missouri 63376.

2. It is agreed and understood by the City and the Agency that the Agency will provide all staff and/or volunteers to assist with transportation, meal services, resource and referral assistance, case management, benefits enrollment and/or information and assistance as needed by Eligible Participants, including, but not limited to, the operation of a nutrition program, senior recreation

programs, and related services at the Senior Citizen Center, subject to the City's scheduling permit system. The City shall designate area(s) within the Senior Citizen Center for use by the Agency in the operation of its programs. These area(s) include, but are not limited to, the dining room, hallway, bathrooms, lobby, kitchen and related food-serving and storage areas, and the office during hours of program operation, as set forth below.

3. The City agrees to make available, through its scheduling permit system, the recreation room for functions that serve the interests of senior citizens. All Agency policies regarding participation and contribution shall be in effect during the hours of the Agency's programs at the Senior Citizen Center. The City shall publicize activities at the Senior Citizen Center through City-owned media sources. The Agency and the City will use their best efforts to prevent duplication in programs and activities for senior citizens with a major objective being the provision of a wide range of services. The City reserves the right to restrict programs offered by the Agency at the Senior Citizen Center.

4. The Agency shall operate its programs at the Senior Citizen Center between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. The kitchen shall generally be in use between the hours of 8:00 a.m. and 3:00 p.m. A noonday meal will be served to Eligible Participants. The serving hour may be adjusted to accommodate the preferences of Eligible Participants, but will generally be between the hours of 12:00 p.m. and 12:30 p.m. Eligible Participants taking part in the program(s), meals and/or services and activities, will have access to the dining area and related portions of the Senior Citizen Center within the above-stated hours.

5. The City shall make available all existing equipment and furnishings within the Senior Citizen Center for the Agency's use. The Agency shall provide all food stuff, serving and cooking utensils, cleaning supplies, serving supplies and recreation supplies for its programs, and shall be responsible for the handling, storage and security of these provisions.

6. The Agency shall be solely responsible for the day-to-day cleanliness of the kitchen, serving area, bathrooms, hallways, and equipment used in preparation and serving of meals and any other program areas. All standards for cleanliness and sanitation required by the St. Peters City Code shall be observed and followed by the Agency. The Agency shall be responsible for leaving all areas of the Senior Citizen Center utilized by it in a clean and orderly condition at the close of the Agency's operating hours each day.

7. The City shall be responsible for the general building repairs and building systems maintenance. General building repairs and building systems maintenance shall include, but is not limited to: building painting, and electrical, heating, air conditioning and plumbing maintenance and repairs, sound system maintenance and repairs, and major floor cleaning such as the shampooing of carpeting but not broom sweeping. The City shall be responsible for the daily maintenance of building areas not specified for the Agency's use, and for cleaning and maintenance of the food preparation and serving areas when used during hours the Agency's program is not in operation.

8. The Agency shall, at its own cost and expense, take good care of and make all necessary repairs or replacements to the equipment which is regularly used for the Agency's programs. This

equipment shall include, but is not limited to, refrigerators, dishwashers, ranges, meat slicers and freezers. The Agency shall also be responsible for repair or replacement of city equipment or furnishings damaged by negligence or abuse by the Agency, its employees, volunteers and invitees.

9. The Agency shall immediately report in writing on an Incident Report Form any theft or damage of Senior Citizen Center, its equipment, and/or its furnishings. The Agency shall also immediately report any Agency or third party injuries occurring at the Senior Citizen Center using an Incident Report Form.

10. The Agency will hire, train and supervise all paid and volunteer staff operating the Agency's programs within the Senior Citizen Center. The City will hire, train and supervise all paid staff and volunteers operating the Senior Citizen Center for programs other than those operated by the Agency. The City shall have the right to request replacement of any volunteer or employee whose conduct, character or performance is believed to be detrimental to the best interest of the City, and the Agency agrees to make such replacement in accordance with the Agency's Personnel Policy and Procedure. The Agency shall be responsible for resolving the matter with the involved employee or volunteer.

11. The Agency shall designate a Program Manager as that employee responsible for day-to-day operation of all Agency programs.

12. The Agency shall provide the City a calendar of its events and activities at the Senior Citizen Center in a timely manner so that other events may be scheduled and the recreation room reserved for other programs by the City.

13. The City shall use its best efforts to advise the Agency of the scheduled use of the kitchen and its equipment and other areas of the Senior Citizen Center by third parties that is regularly used for the Agency's programs. Use of the kitchen by others shall be limited to the sink area only and does not include use of any of the kitchen equipment. The Agency shall not be responsible for damaged or missing equipment or facilities that may occur as a result of usage by other groups.

14. The City will provide access to the food preparation area at the Senior Citizen Center for authorized Agency personnel requiring admittance prior to hours set as operating hours for the Senior Citizen Center.

15. The Agency and the City agree to share information regarding the numbers of persons participating in all Agency activities and programs at the Senior Citizen Center.

16. The placement of signage, decorations, lighting, bulletin boards and recreation equipment shall be subject to prior approval by the City. The Agency is not authorized to make any physical changes to the Senior Citizen Center without prior written authorization from the City.

17. The Agency shall designate its representative to the City on the general operation of the Senior Citizen Center, its services and the terms of this Agreement.

18. The City shall designate its representative to the Agency on general operation of the Senior Citizen Center, its services, and the terms of this Agreement.

19. To the fullest extent not prohibited by law, the Agency shall defend, indemnify and hold harmless the City, its elected and appointed officials, agents and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character in connection with the Agency's use of the Senior Citizen Center, except where caused by the sole negligence of the City.

Agency shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Agency's use of the Senior Citizen Center, and its use by the Agency's agents, employees, volunteers, Eligible Participants, or invitees, including those insurance coverages set forth below. All such insurance policies shall name the City as an additional insured with a subrogation waiver, with the exception of the Worker's Compensation Policy. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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 City, has been given to the City. The cost of such insurance shall be paid by the Agency.

The Agency shall maintain limits no less than:

- a. Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
- b. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this Agreement. The policy shall include, but not be limited to, protection for the following hazards:
 - (i) Premises and Operations – Bodily Injury & Property Damage Liability;
 - (ii) Personal Injury Liability and Advertising Injury Liability;
 - (iii) Broad Form Property Damage; and
 - (iv) Contractual Liability.

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

c. 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 for Bodily Injury Liability and Property Damage Liability.

d. Umbrella/Excess Liability – Limit of \$1,000,000 each occurrence which will be excess of the primary limits for Comprehensive General Liability, Business Auto Liability and Employer Liability.

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

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

(i) Agency Contingent or Protective Liability and Property Damage to protect the Agency from any and all claims arising from the operations of any subcontractor employed by the Agency.

(ii) Protective Liability Policy in the name of the City for operations of the Agency or any subcontractor in connection with the Senior Citizen Center.

(iii) 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 City, its officers, officials, employees or volunteers.

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

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

i. The Agency'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.

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

k. Agency shall furnish the City with certificates of insurance. The certificates 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 City before operations commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

l. Agency shall include all subcontractors as insureds under its policies or shall furnish separate certificates of each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

20. Utilities: The Agency shall reimburse the City 75% of the monthly cost of electricity, natural gas, water/sewer, and bulk trash collection serving the Senior Citizen Center. The City shall provide monthly extermination service at the Senior Citizen Center at no cost to the Agency.

If to Agency: Aging Ahead
 14535 Manchester Road
 Manchester, Missouri 63011
 Attn: Chief Operating Officer

All notices required hereunder shall be deemed received on the date of delivery if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail, postage prepaid.

25. City and Agency each represent to the other that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the City and the Agency, respectively, except as otherwise specifically set forth herein. Each person will furnish to the other such corporate resolutions and certificates as the other shall require in order to confirm such authority and capacity of the City and the Agency and of the persons who have executed this Agreement.

26. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

27. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

28. The Agreement constitutes the entire Agreement of the parties and supersedes all other agreements and undertakings, written or oral, of the parties with respect to the subject matter hereof. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

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

City of St. Peters, Missouri
a Municipal Corporation

By: _____
 Russell W. Batzel, City Administrator

Aging Ahead
a Missouri nonprofit corporation

By: _____
 Lisa Knoll, Chief Executive Officer

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CONTRACT WITH N.B. WEST CONTRACTING COMPANY FOR CONSTRUCTION OF THE SPENCER ROAD TRANSPORTATION IMPROVEMENTS PROJECT

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

WHEREAS, the City solicited bids for the Spencer Road Transportation Improvements Project; and

WHEREAS, bid proposals were received from six (6) bidders on June 16, 2020; and

WHEREAS, it is recommended that a contract for the Spencer Road Transportation Improvements Project be awarded to N.B. West Contracting Company.

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

SECTION 1. That contingent upon Missouri Department of Transportation approval, the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to enter into a contract with N.B. West Contracting Company, in the initial amount of \$1,019,509.47 for the construction of the Spencer Road Transportation Improvements Project. Upon approval of the City Administrator the initial contract amount shall be adjusted as necessary based on the final measured quantities at the unit prices bid in the contract.

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

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

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

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

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

Read two times, passed and approved this 25th day of June, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ISSUE A PURCHASE ORDER FOR THE PROCUREMENT OF CONCRETE READY MIX MATERIALS

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, funds have been appropriated by the Board of Aldermen for the repair of City streets; and

WHEREAS, the City of St. Peters solicited bids for the purchase of concrete ready mix materials on June 3, 2019, and bid proposals were received from two (2) bidders; and

WHEREAS, the low bidder, Schreiter Ready-Mix & Materials, Inc. has agreed to hold their unit prices for another year and the City intends to utilize the renewal clause per Bid No. 19-157 dated May 22, 2019; and

WHEREAS, it is recommended that the 2020 purchase of concrete ready mix materials be awarded to Schreiter Ready-Mix & Materials, Inc.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to issue the blanket purchase order to Schreiter Ready-Mix & Materials, Inc., in the initial amount of Two Hundred Fifty Thousand (\$250,000.00) dollars for the purchase of concrete ready mix materials. Upon approval of the City Administrator, the initial contract amount shall be adjusted as necessary based on the final measured quantities purchased at the unit prices bid in the contract.

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

SECTION 3. Saving 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. The 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 25th day of June, 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 AGREEMENTS PROVIDING FOR ACQUISITION OF RIGHT-OF-WAY, PERMANENT UTILITY EASEMENT, ALONG WITH THREE TEMPORARY CONSTRUCTION EASEMENTS FROM DANIEL V. BOECKMAN FOR THE CENTENNIAL GREENWAY, PHASE 4 PROJECT (FEDERAL PROJECT NO. TAP 7305(618))

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, said Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305(618) necessitates obtaining certain right-of-way, a permanent utility easement, along with three (3) temporary construction easements, from Daniel V. Boeckman, a single person; and

WHEREAS, said Daniel V. Boeckman and the City of St. Peters are desirous of entering into Agreements providing for acquisition of right-of way, a permanent utility easement, along with three (3) temporary construction easements 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, agreements with Daniel V. Boeckman, a single person, providing for acquisition of right-of-way, by a Special Warranty Deed, a permanent utility easement, by a Permanent Utility Easement Agreement, along with three (3) temporary construction easements, by a Temporary Construction Easement Agreement, in substantially the forms 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 caused said documents 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 25th day of June, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

SPECIAL WARRANTY DEED

This Deed, Made and entered into this 23rd day of June, 2020, by and between Daniel V. Boeckman, a single person, whose mailing address is 2841 Mc Clay Road, 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 \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Bargain and Sell, Convey and Confirm* unto the said GRANTEE, the following described Real Estate, situated in the County of St. Charles, and State of Missouri, to-wit:

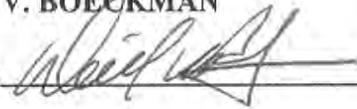
SEE EXHIBITS "A" AND "B", ATTACHED HERETO AND INCORPORATED
BY REFERENCE HEREIN

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

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

GRANTOR:

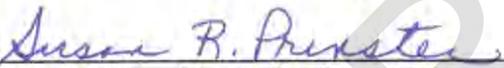
DANIEL V. BOECKMAN

Signature: 

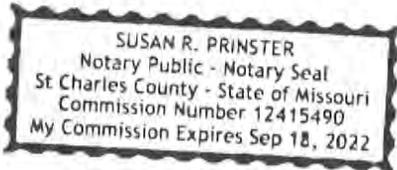
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 23rd day of June, 2020, before me personally appeared Daniel Boeckman, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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


Notary Public Susan R. Prinster

My Commission Expires: 09-18-2022



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2020, before me, _____, a Notary Public in and for said state, appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Missouri municipal corporation by authority of its Board of Aldermen and said Russell W. Batzel acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

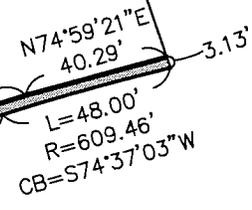
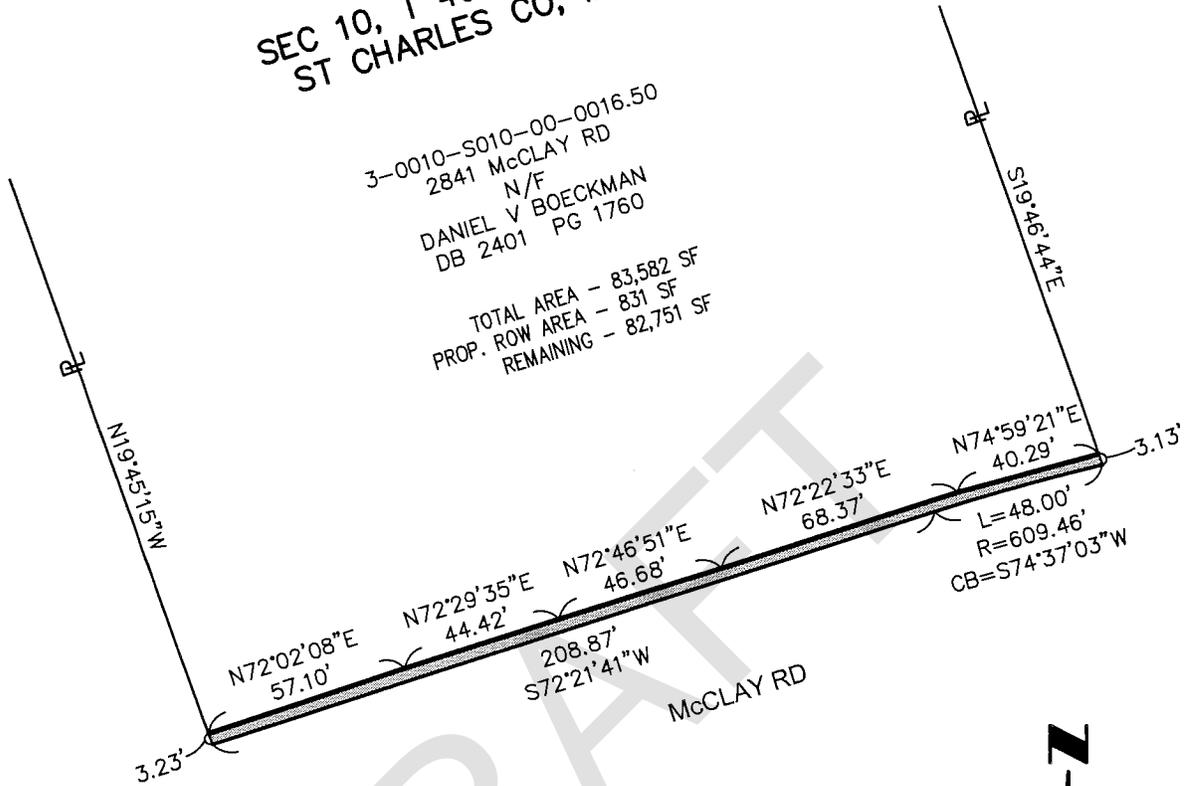
My Commission Expires:

SEC 10, T 46 N, R 4 E
ST CHARLES CO, MO

3-0010-S010-00-0016.50
2841 McCLAY RD
N/F

DANIEL V BOECKMAN
DB 2401 PG 1760

TOTAL AREA - 83,582 SF
PROP. ROW AREA - 831 SF
REMAINING - 82,751 SF



DRAFT

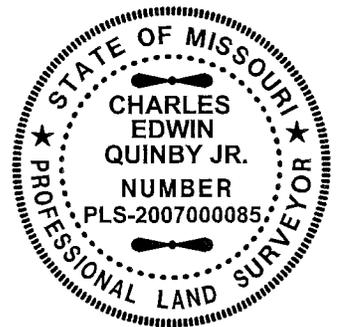


SCALE: 1" = 50'
0 25' 50'

INITIAL:

EXHIBIT "A"

DEDICATION OF RIGHT OF WAY
TRACT OF LAND IN SECTION 10,
TOWNSHIP 46 NORTH, RANGE 4 EAST
ST CHARLES COUNTY, MISSOURI



Charles E. Quinby

16141 Swingley Ridge Rd., Suite 300 T. 636 537 5585
Chesterfield, Missouri 63017 F. 636 537 0275
Missouri State Engineering Corporation #001523

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

EXHIBIT "B"

November 07, 2019
Parcel 35
Daniel V. Boeckman

DEDICATION OF RIGHT OF WAY

A tract of land being part of Section 10, Township 46 North, Range 4 East, in St. Charles County, Missouri, being more particularly described as follows:

Beginning at the intersection of the West line of aforesaid tract and the North right of way of McClay Road; thence North 19 degrees 45 minutes 15 seconds West, along said West line, a distance of 3.23 feet; thence North 72 degrees 02 minutes 08 seconds East, a distance of 57.10 feet; thence North 72 degrees 29 minutes 35 seconds East, a distance of 44.42 feet; thence North 72 degrees 46 minutes 51 seconds East, a distance of 46.68 feet; thence North 72 degrees 22 minutes 33 seconds East, a distance of 68.37 feet; thence North 74 degrees 59 minutes 21 seconds East, a distance of 40.29 feet, to the East line of said tract; thence South 19 degrees 46 minutes 44 seconds East, along East said east line, a distance of 3.13 feet, to the North right of way of McClay road; thence along said North line, 48.00 feet, along a curve to the left, having a radius of 609.46 feet and a chord bearing of South 74 degrees 37 minutes 03 seconds West, to a point of tangency; thence South 72 degrees 21 minutes 41 seconds West, a distance of 208.87 feet to the Point of Beginning.

Area of Dedication of Right of Way = 831 square feet.

Permanent Utility Easement Agreement

This instrument, made and entered into this ____ day of _____, 2020, by and between, Daniel V. Boeckman, a single person, whose mailing address is 2841 Mc Clay Road, St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, its grantors and assigns, whose address is One St. Peters Centre Blvd., St. Peters, Missouri 63376 hereinafter referred to as GRANTEE.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$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 Perpetual Right and Easement, for the purpose of constructing, re-constructing, using, operating, maintaining, adding to the number of, and patrolling water lines, storm and sanitary sewers, electric, gas, telecommunication, cable and other utility systems, including, but not limited to poles, guys, anchors, wires, cables, conduits, transformers, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The GRANTEE shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said utility systems, lines, or cables and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over, across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

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

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

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

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

GRANTOR:

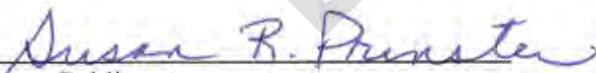
DANIEL V. BOECKMAN

Signature:  _____

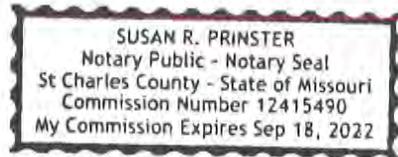
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 23rd day of June, 2020, before me personally appeared Daniel V. Boeckman, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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


Notary Public Susan R. Prinster

My Commission Expires: 09-18-2022



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2020, before me, _____, a Notary Public in and for said state, appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Missouri municipal corporation by authority of its Board of Aldermen and said Russell W. Batzel acknowledged said instrument to be the free act and deed of said City.

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

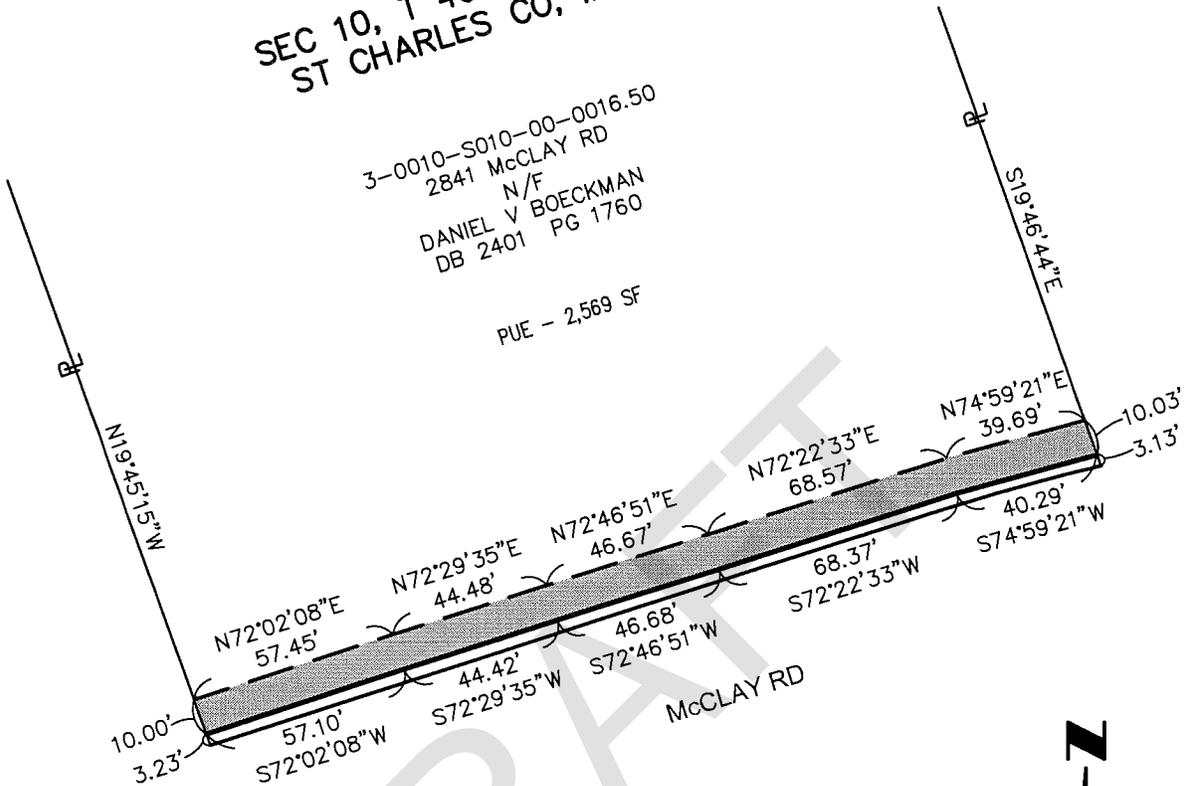
Notary Public

My Commission Expires:

SEC 10, T 46 N, R 4 E
ST CHARLES CO, MO

3-0010-S010-00-0016.50
2841 McCLAY RD
N/F
DANIEL V BOECKMAN
DB 2401 PG 1760

PUE - 2,569 SF

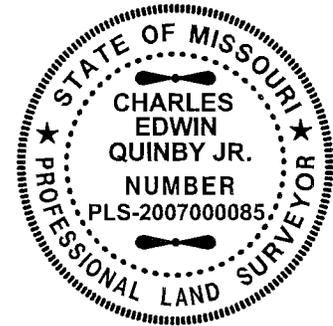


SCALE: 1" = 50'
0 25' 50'

INITIAL:

EXHIBIT "A"

PERMANENT EASEMENT PLAT
TRACT OF LAND IN SECTION 10,
TOWNSHIP 46 NORTH, RANGE 4 EAST
ST CHARLES COUNTY, MISSOURI



Charles E. Quinby

16141 Swingley Ridge Rd., Suite 300 T. 636 537 5585
Chesterfield, Missouri 63017 F. 636 537 0275
Missouri State Engineering Corporation #001523

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

EXHIBIT "B"

November 07, 2019
Parcel 35
Daniel V. Boeckman

PERMANENT EASEMENT

A tract of land being part of Section 10, Township 46 North, Range 4 East, in St. Charles County, Missouri, being more particularly described as follows:

Commencing at the intersection of the West line of aforesaid tract and the North right of way of McClay Road; thence North 19 degrees 45 minutes 15 seconds West, along said West line, a distance of 3.23 feet, to the Point of Beginning; thence continuing North 19 degrees 45 minutes 15 seconds West, along said West line, a distance of 10.00 feet; thence North 72 degrees 02 minutes 08 seconds East, a distance of 57.45 feet; thence North 72 degrees 29 minutes 35 seconds East, a distance of 44.48 feet; thence North 72 degrees 46 minutes 51 seconds East, a distance of 46.67 feet; thence North 72 degrees 22 minutes 33 seconds East, a distance of 68.57 feet; thence North 74 degrees 59 minutes 21 seconds East, a distance of 39.69 feet, to the East line of said tract; thence South 19 degrees 46 minutes 44 seconds East, along said east line, a distance of 10.03 feet; thence South 74 degrees 59 minutes 21 seconds West, a distance of 40.29 feet; thence South 72 degrees 22 minutes 33 seconds West, a distance of 68.37 feet; thence South 72 degrees 46 minutes 51 seconds West, a distance of 46.68 feet; thence South 72 degrees 29 minutes 35 seconds West, a distance of 44.42 feet; thence South 72 degrees 02 minutes 08 seconds West, a distance of 57.10 feet to the Point of Beginning.

Area of Dedication of Right of Way = 2,569 square feet.

Temporary Construction Easement Agreement

This Instrument, Made and entered into this 23rd day of June, 2020, by and between Daniel V. Boeckman, a single person, whose mailing address is 2841 Mc Clay Road, 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:

DANIEL V. BOECKMAN

Signature: _____

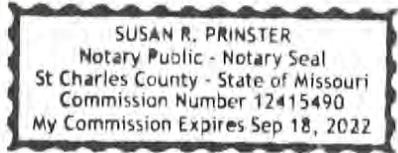
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 23rd day of June, 2020, before me personally appeared Daniel V. Boeckman, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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

Susan R. Prinster
Notary Public Susan R. Prinster

My Commission Expires: 09-18-2022



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2020, before me, _____, a Notary Public in and for said state, appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Missouri municipal corporation by authority of its Board of Aldermen and said Russell W. Batzel acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

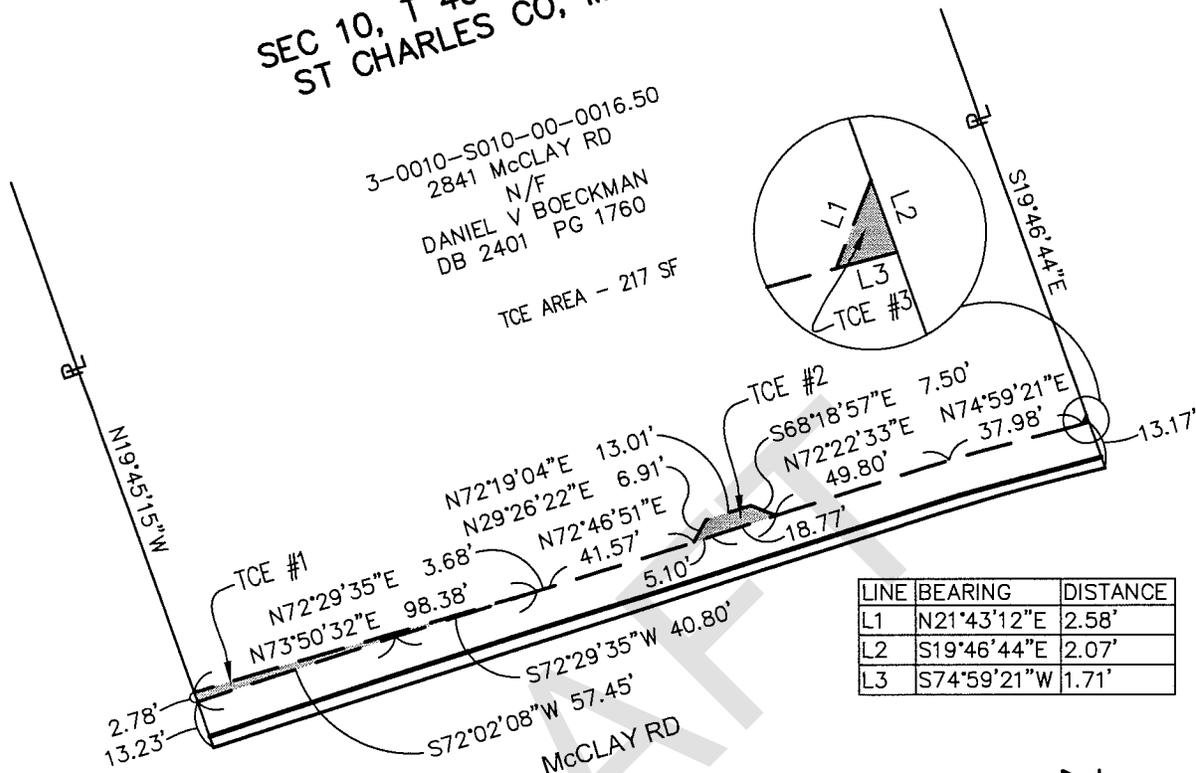
My Commission Expires:

SEC 10, T 46 N, R 4 E
ST CHARLES CO, MO

3-0010-S010-00-0016.50
2841 McCLAY RD
N/F

DANIEL V BOECKMAN
DB 2401 PG 1760

TCE AREA - 217 SF



INITIAL:

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENTS PLAT
TRACT OF LAND IN SECTION 10,
TOWNSHIP 46 NORTH, RANGE 4 EAST
ST CHARLES COUNTY, MISSOURI



EDSI
ENGINEERING DESIGN SOURCE, INC.

16141 Swingley Ridge Rd., Suite 300 T. 636 537 5585
Chesterfield, Missouri 63017 F. 636 537 0275
Missouri State Engineering Corporation #001523

Charles E. Quinby

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

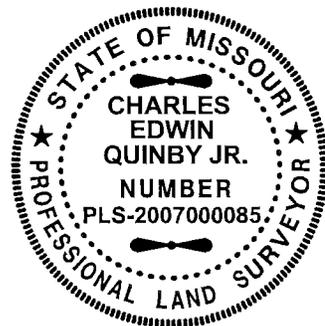


EXHIBIT "B"

November 07, 2019
Parcel 35
Daniel V. Boeckman

TEMPORARY CONSTRUCTION EASEMENTS

A tract of land being part of Section 10, Township 46 North, Range 4 East, in St. Charles County, Missouri, being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT #1

Commencing at the intersection of the West line of aforesaid tract and the North right of way of McClay Road; thence North 19 degrees 45 minutes 15 seconds West, along said West line, a distance of 13.23 feet, to the Point of Beginning; thence continuing North 19 degrees 45 minutes 15 seconds West, along said West line, a distance of 2.78 feet; thence North 73 degrees 50 minutes 32 seconds East, a distance of 98.38 feet; thence South 72 degrees 29 minutes 35 seconds West, a distance of 40.80 feet; thence South 72 degrees 02 minutes 08 seconds West, a distance of 57.45 feet, to the Point of Beginning.

Area of Temporary Construction Easement #1 = 127 square feet.

TEMPORARY CONSTRUCTION EASEMENT #2

Commencing at the intersection of the West line of aforesaid tract and the North right of way of McClay Road; thence North 19 degrees 45 minutes 15 seconds West, along said West line, a distance of 13.23 feet; thence North 72 degrees 02 minutes 08 seconds East, a distance of 57.45 feet; thence North 72 degrees 29 minutes 35 seconds East, a distance of 44.48 feet; thence North 72 degrees 46 minutes 51 seconds East, a distance of 41.57 feet, to the Point of Beginning; thence North 29 degrees 26 minutes 22 seconds East, a distance of 6.91 feet; thence North 72 degrees 19 minutes 04 seconds East, a distance of 13.01 feet; thence South 68 degrees 18 minutes 57 seconds East, a distance of 7.50 feet; thence South 72 degrees 22 minutes 33 seconds West, a distance of 18.77 feet; thence South 72 degrees 46 minutes 51 seconds West, a distance of 5.10 feet, to the Point of Beginning.

Area of Temporary Construction Easement #2 = 88 square feet.

TEMPORARY CONSTRUCTION EASEMENT #3

Commencing at the intersection of the West line of aforesaid tract and the North right of way of McClay Road; thence North 19 degrees 45 minutes 15 seconds West, along said West line, a distance of 13.23 feet; thence North 72 degrees 02 minutes 08 seconds East, a distance of 57.45 feet; thence North 72 degrees 29 minutes 35 seconds East, a distance of 44.48 feet; thence North 72 degrees 46 minutes 51 seconds East, a distance of 46.67 feet, thence South 72 degrees 22 minutes 33 seconds West, a distance of 67.57 feet; thence North 74 degrees 59 minutes 21 seconds East, a distance of 37.98 feet, to the Point of Beginning; thence North 21 degrees 43 minutes 12 seconds East, a distance of 2.58 feet, to the East line of said tract; thence South 19 degrees 46 minutes 44 seconds East, along said East line, a distance of 2.07 feet; thence South 74 degrees 59 minutes 21 seconds West, a distance of 1.71 feet, to the Point of Beginning.

Area of Temporary Construction Easement #3 = 2 square feet.

Total Area of Temporary Construction Easements = 217 square feet.

DRAFT

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ST. PETERS, MISSOURI, OPPOSING ANY ACTION BY THE CITY OF COTTEVILLE AUTHORIZING THE ENLARGED OR EXPANDED USE OF PROPERTY LOCATED AT 1 ILLY DRIVE FOR THE COLLECTION OF YARD WASTE MATERIALS OR COMPOSTING

WHEREAS, the property located at 1 Illy Drive (the “Property”) is immediately adjacent to the corporate limits of the City of St. Peters, Missouri; and

WHEREAS, the City of St. Peters has in effect ordinances zoning property within the corporate limits of the City; and

WHEREAS, the City of St. Peters has a substantial interest in the zoning designation and use of properties that are in close proximity to the corporate limits of the City of St. Peters and which have significant and broad-ranging impacts on the use and enjoyment of property, economic development, and the orderly development of the City; and

WHEREAS, the Property is currently zoned A/FF/FW, Agricultural District, with Floodway and Floodway Fringe Overlay Districts pursuant to the ordinances of St. Charles County; and

WHEREAS, the property is scheduled for a public hearing before the Planning and Zoning Commission of the City of Cottleville, Missouri, on July 6, 2020, on a proposal to rezone the Property to “C-3” General Commercial and “F-P” Floodplain Districts, and to consider a Conditional Use Permit on the Property, all pursuant to the Ordinances of the City of Cottleville; and

WHEREAS, the City of St. Peters has zoned all property to the east, west and north of the Property as R-1, Single Family Residential, or P-1, Parks; and

WHEREAS, the Property is currently being used, in part, for the collection of yard waste materials and composting; and

WHEREAS, an expansion or enlargement of the current use of the Property would interfere with the single-family residences adjacent to the Property; and

WHEREAS, the Board of Aldermen of the City of St. Peters finds and determines that any action by the City of Cottleville to permit the expansion or enlargement of the use of the Property for the collection of yard waste materials and composting is unreasonable and contrary to the health, safety and general welfare of the residents of the City.

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

SECTION NO. 1. That the Board of Aldermen of the City of St. Peters, Missouri, hereby opposes any action by the City of Cottleville that would result in the authorization of the expansion or enlargement of the use of the Property for the collection of yard waste materials and composting.

SECTION NO. 2. That the City Clerk is directed to file a certified copy of this Resolution with the City Clerk of the City of Cottleville, Missouri.

SECTION NO. 3. That the Board of Aldermen of the City of St. Peters requests that the City of Cottleville Planning and Zoning Commission and the Board of Aldermen of the City of Cottleville recommend and impose such conditions or take such actions as may be necessary to prohibit the expansion or enlargement of the use of the Property for the collection of yard waste materials and composting.

SECTION NO. 4. This Resolution shall take effect upon its adoption by the Board of Aldermen of the City of St. Peters, Missouri.

Read and adopted this 25th day of June, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk