



CITY OF ST. PETERS BOARD OF ALDERMEN

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

AUGUST 13, 2020 – 6:30 P.M.

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation
 - 2. Pledge of Allegiance
 - 3. Presentation: Meals on Wheels
 - 4. Oath of Office: Kevin M. Hillemann, Police Officer
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of July 23, 2020](#); and the [Regular Board of Aldermen meeting of July 23, 2020](#).
- E. Reports of Officers, Boards and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions
 - a. [Veterans Memorial Commission Appointment](#)
 - 2. City Administrator's Report:
 - 3. Report of Director, Planning, Community and Economic Development: None
 - 4. St. Peters Business Spotlight: None
- F. Open Forum
 - 1. Citizens Petitions and Comments
 - 2. Communications from the Elected Officials
 - 3. Announcements

G. Public Hearings: None

H. Unfinished Business Items: None

I. New Business Items:

1. [Bill No. 20-73](#): Bill authorizing the City Administrator to execute an Intergovernmental Cooperation Agreement for School Resource Officers with Fort Zumwalt School District
2. [Bill No. 20-74](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to enter into agreements providing for acquisition of right-of-way and a Temporary Construction Easement from Diana Duncan for the Centennial Greenway, Phase 4 Project (Federal Project No. TAP 7305(618))
3. [Bill No. 20-75](#): Bill of the City of St. Peters, Missouri, amending section 600.710(b)(1)(b) of the city code by deleting it in its entirety; enacting, in lieu thereof, a new section 600.710(b)(1)(b); and providing a procedure for the enforcement of City liquor license regulations and penalties for violations thereof
4. [Bill No. 20-76](#): Bill of the City of St. Peters, Missouri, establishing a procedure to disclose potential conflicts of interest for certain municipal officials
5. [Bill No. 20-77](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to issue Purchase Orders with the Salt Co-Op Program administered through the City of Chesterfield for the procurement of roadway de-icing salt and Beelman Logistics, LLC, for off-loading and delivery of salt for the City's Snow and Ice Control Operations
6. [Bill No. 20-78](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into a Permanent Utility Easement Agreement for Public Utilities and a Permanent Pedestrian/Biking Trail Easement Agreement for the Special District Trail Project with Macy Gray Holdings LLC
7. [Bill No. 20-79](#): Bill authorizing the City Administrator to execute an Intergovernmental Cooperation Agreement for School Resource Officers with the Francis Howell R-III School District
8. [Bill No. 20-80](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri to enter into a Contract Change Order with J.W. Mechanical, LLC. for the St. Peters Rec-Plex Natatorium Improvements – Victaulic Coupling Replacement Project

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: August 10, 2020 at 9:00 a.m.

By: P. Smith, City Clerk

Revised and Posted: August 12, 2020 at 2:00 p.m.

By: L. Schroeder, Deputy City Clerk

Added New Business Item I-8, Bill No. 20-80

Next Regular Board of Aldermen Meeting: August 27, 2020



CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
July 23, 2020

The Work Session was called to order at approximately 4:06 p.m. on Thursday, July 23, 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 Reitmeyer; Alderman Barclay; Alderman Bateman; Alderman Sartorius; Alderman Reimer; Alderman Townsend; Alderman Trupiano. Staff present includes Cathy Pratt, Staff Support Services Manager; Burt Benesek, Transportation Development Services Manager; Rick Struttman, Police Chief; Russ Batzel, City Administrator; Randy Weber, City Attorney, and Patty Smith, City Clerk. Alderman Violet was absent.

LEGISLATIVE UPDATE BY NIKKI STRONG AND REPRESENTATIVE JOHN WIEMANN IN JUSTICE CENTER TRAINING ROOM FROM 4:06 – 5:16 P.M.

Representative John Wiemann and Lobbyists Nikki Strong and Mark Bruns were present to give a Legislative update, as follows:

Representative Wiemann discussed the lost time during this year's session in Jefferson City because of COVID-19; reported on the number of various bills passed during the 2020 session, mainly omnibus bills; and compared the number of bills passed to previous year's. He provided detail and insight to several bills, including H.B. 1682, an omnibus bill, as it relates to health care; S.J.R. 38 which modifies provisions regulating the legislature to limit the influence of partisan or other special interests; S.B. 600, a criminal justice bill; H.B. 1511 & 1452 as it modifies provisions relating to professional licensing reciprocity; and H.B. 1854 Local Government Transparency omnibus bill, which consisted of 32 bills, some of which included CID and TDD legislation at the last minute before the session ended. H.B. 1854 was vetoed by the Governor. He reported on the \$35.3 billion balanced budget and \$5 billion related to Federal CARES Act; and spoke on what was withheld, and a projected \$800-900 million shortfall.

Questions from the Aldermen were addressed concerning the potentiality of outlawing omnibus bills; and can the State's redistricting affect the cities. Representative Wiemann commented on the Wayfair and Cable Franchise bills not making it to the finish line due to COVID-19 outbreak; and the likelihood that they will come back again. Ms. Strong responded on the possibility of a comeback during a Special Session in the fall on Wayfair, Cable Franchise and COVID-19 Liability. The Governor will be holding a Special Session on violent crime in Missouri.

Representative Wiemann addressed questions regarding education funding cuts; and commented that the \$500ML cuts, which are not necessarily cuts, but some may only be withholds; and some from higher education, not early childhood. He spoke about Amendment 2, a Constitutional Amendment to expand Medicaid's eligibility requirements

under the Affordable Care Act guidelines and offered its pros and cons; discussing who are the proponents and opponents of this amendment. He commented that Constitutional amendments are not easy to change. Ms. Strong spoke of the impact this Amendment could have on employment with part-time workers receiving Medicaid benefits. Mayor briefly spoke about what CID and TDD's have to offer cities; and Alderman Reitmeyer spoke about unclean roadways, specifically areas MoDOT is responsible for.

Mayor questioned the likelihood of the Prescription Drug Monitoring program being passed and Representative Wiemann commented on the status and whether the opioid problem could be solved with this program.

Ms. Strong and Mr. Bruns spoke about the last 3 months of legislation in the Capitol, and elaborated on H.B. 1854 and why the City's Municipal Election filing date language was mentioned in the Governor's veto letter. She explained that our language would impact the Kansas City School District elections. Current law contains a different filing period for the KC School District. Our language, unintentionally reduced their filing to one week. We agreed to work together next year to fix the language and get something passed next year. Everyone is committed to working to get this fixed, as Kansas City Schools liked that we reduced the filing period, but preferred they not be reduced from their 4-week filing period to one week. She understood that the main reason for the veto was the Constitutional concerns and the CID/TDD language. Ms. Strong then gave an update on what the Primaries in the Senate might look like, and other races. They will provide a report on the results of the Primaries.

Board President Reitmeyer announced that the Board of Aldermen Work Session meeting began at 4:06 pm in the Justice Center Training Room with a Legislative Update, and at 5:16 pm will now continue in the Board Chambers with Communications from Board Members/Aldermanic Representatives.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

During Committee reports, Alderman Bateman read into the minutes, per Mr. Gettemeyer's request, the following sentiments from a card he sent to Alderman Jerry Hollingsworth:

"Jerry, I want to compliment you in your long service to St. Peters. Trying to find a fitting card for you, I thought an anniversary card would have been more fitting, but I seen a thank you card, this fits in better. I have not forgotten the park name after my Uncle Jack Gettemeyer. I know you and Judy had some of the other Aldermen push to get the naming of it. I wanted to appear at an Aldermen meeting and thank the Board. I heard it created quite a stir, so I thought I'd let it simmer down and express my gratitude later. The whole Gettemeyer family appreciate it. Many of the family members that do not live in St. Peters thank you. I let them know who did the pushing of how it got named. Also including the names of farm families who had the ground before us. The Schwendemanns was one with their name on the plaque, had their family reunion in that park and they really appreciated being able to see their name included. The City seems to be moving on in a positive direction, since the Chicago politicians are out of there. That's the most appropriate name I could come up with. The group did not go through the water crisis of 1972 and the sewage sledge problems in 1986, which my family

and I helped the city out with. Seems to be forgotten. I wish we could sit down and talk some history. Thanks again, the Gettemeyer's and the whole Gettemeyer family."

Alderman Bateman suggested to the Mayor that possibly Mr. Gettemeyer, a non-resident, could sit on the Parks, Recreation, and Arts Advisory Board, History Focus Committee; and reach out to some other City elders for City history. Also, Alderman Bateman will soon update the Board on two youths for this Advisory Committee.

Mayor Pagano addressed a couple of items regarding calling an Executive Session and receiving concerns. In the future and permanently, Mayor requested the current Board President make the motion to enter Executive (Closed) Session, and the most recent past Board President to second the motion, for efficient record keeping. Mayor also elaborated on a recent memo to the whole Board of Aldermen dealing with concerns. He requested that should an Alderman receive a concern for a Ward other than their own, to contact both Aldermen of that ward with the concern.

BOA ITEMS FOR DISCUSSION

No items were discussed.

MAYOR/CITY ADMINISTRATOR ITEM

Unfinished Business Items: None

New Business Items:

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to remove CRG Services, LLC-Project Smile Development Agreement from the agenda for discussion. The motion was approved.

CRG SERVICES, LLC-PROJECT SMILE DEVELOPMENT AGREEMENT – BENESEK

Mr. Benesek gave a slideshow presentation to show the area of the proposed CRG Services, LLC-Project Smile Development, within Lot 6 of Premier 370 Business Park Plat 2 for transportation improvements related to development on Lot 6. This is a planned extension of Spencer Road from Salt River Road to the east and tying into Lakeside Park Drive. Mr. Benesek presented the project site, aerial of the roadway and proposed project, the scope of the project, explained the funding agreements with project estimates and cost share. A correction to a scrivener's error on the project estimate slide, 50/50 Cost Share, was noted as follows: County 50% is \$1.2ML and Developer 50% is \$1.2ML. With no further comments or questions from the Board of Aldermen, **an authorizing ordinance for these agreements will be presented at a future Board of Aldermen meeting in late August or early September.**

Alderman Bateman moved and Alderman Trupiano seconded the motion to remove Readopt Biennial Personal Financial Disclosure Statement Ordinance/State Requirement from the agenda for discussion. The motion was approved.

READOPT BIENNIAL PERSONAL FINANCIAL DISCLOSURE STATEMENT
ORDINANCE/STATE REQUIREMENT – SMITH

City Clerk Smith informed that every two years, as a requirement of the Missouri Ethics Commission, the City's conflict of interest ordinance needs re-adopting. No further comments or questions from the Board of Aldermen. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to place this item on the August 13, 2020 Board of Aldermen meeting agenda as requested. The motion was approved. **This item will be placed on the August 13, 2020 Board of Aldermen meeting agenda for consideration.**

Alderman Bateman moved and Alderman Townsend seconded the motion to remove Chapter 600 Alcoholic Beverages Code Amendment from the agenda for discussion. The motion was approved.

CHAPTER 600 ALCOHOLIC BEVERAGES CODE AMENDMENT – SMITH

City Clerk Smith informed that this item is a result of the Administrative Liquor Commissions proposal to amend Chapter 600.710 Point System Evaluation, in order to confirm that the Commissions actions follow proper regulations to assess points when it comes to State violations of Title 11 – Code of State Regulations. With no further comments or questions from the Board of Aldermen, Alderman Reitmeyer moved and Alderman Reimer seconded the motion to place this item on the August 13, 2020 Board of Aldermen meeting agenda as requested. The motion was approved. **This item will be placed on the August 13, 2020 Board of Aldermen meeting agenda for consideration.**

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

SECRETARY OF STATE/RECORDS RETENTION SCHEDULE – SMITH

City Clerk Smith stated that the Destruction of Records forms provided in this evening's meeting packet necessitate being entered and made a part of the minutes of the Board of Aldermen for July 23, 2020. Alderman Reitmeyer moved and Alderman Townsend seconded the motion to accept the City Clerk's report regarding the Destruction of Record forms that are provided in the Work Session packet and to be entered into the July 23, 2020 meeting minutes of the Board of Aldermen Work Session. The motion was approved. No further Board of Aldermen action is required on this item.

MISCELLANEOUS UPDATES – BATZEL

Mr. Batzel stated he has been recently working with Francis Howell and Fort Zumwalt School districts regarding the School Resource Officer (SRO) and their program agreements. The agreements are in good form from last year's updates; however, new agreements need to be entered into for the next period dates. The school districts are agreeable to this and Mr. Batzel requested the Board's approval to bring back on the August 13, 2020 Board of Aldermen meeting agenda for consideration. With no further comments or questions from the Board, Alderman Reimer moved and Alderman Reitmeyer seconded the motion to place this item on

the August 13, 2020 Board of Aldermen meeting agenda as discussed. The motion was approved. **This item will be placed on the August 13, 2020 Board of Aldermen meeting agenda for consideration.**

BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

None

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

No Executive Session was called at this time.

ADJOURNMENT OF THE WORK SESSION

Alderman Reitmeyer moved and Alderman Trupiano seconded the motion to adjourn the Work Session meeting. The motion was approved and the Work Session meeting was adjourned at approximately 5:48 p.m.

Submitted by,

Patricia E. Smith
City Clerk



CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN REGULAR MEETING MINUTES
JULY 23, 2020

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 6:30 p.m. on July 23, 2020, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. Present were: Mayor Pagano; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Alderman Reimer; Board President Reitmeyer; Alderman Sartorius; Alderman Townsend; Alderman Trupiano; Chief of Police, Rick Struttmann; City Administrator, Russ Batzel; City Attorney, Randy Weber; and City Clerk, Patty Smith. Alderman Violet was absent. Steve Koeneman delivered the Invocation. Mayor led the Pledge of Allegiance.

OATH OF OFFICE: WILLIAM LUU, POLICE OFFICER

Chief Struttmann administered the Ceremonial Oath of Office to Police Officer William Luu and Officer Luu introduced his family to the audience.

COVID-19 UPDATE, DIRECTOR OF HEALTH

Dr. Demetrius Cianci-Chapman, Director of Health for St. Charles County, gave an update on COVID-19 in the County.

APPROVAL OF MINUTES: THE BOARD OF ALDERMEN WORK SESSION MEETING OF JUNE 25, 2020 AND THE REGULAR BOARD OF ALDERMEN MEETING OF JUNE 25, 2020

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to approve the Board of Aldermen Work Session meeting minutes of June 25, 2020 and the Regular Board of Aldermen meeting minutes of June 25, 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

BOARD OF ADJUSTMENT APPOINTMENTS

Alderman Reitmeyer read the following individual for appointment from Alternate Member to Member to the Board of Adjustment: Brynn Palmer, 5 Thompson Station Road, St. Peters (Ward 1); for the term effective immediately and expiring May 31, 2024. Ms. Palmer will be filling the vacancy of William Kendall who resigned. The following individuals for appointment as Alternate Members to the Board of Adjustment: Jeffrey Peine, 1513 Heritage Manor Court, St. Peters (Ward 4) for the term effective immediately and expiring May 31, 2023. Mr. Peine will be filling the vacancy of Dr. Gregg Sartorius, who resigned. Rebecca Sabugal, 617 Country Squire Circle, St. Peters (Ward 2) for the term effective immediately and expiring May 31, 2024. Ms. Sabugal will be filling the vacancy of Brynn Palmer, who was appointed from Alternate Member to Member. 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

None

ST. PETERS BUSINESS SPOTLIGHT:

MAYSH FITNESS, 6720 MEXICO ROAD (WARD 1) – AUSTIN MANOOGIA – Mr. Manoogia introduced his martial arts, yoga, and self-defense business to the Board.

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS

Rebecca Sabogal, 617 Country Squire Circle, spoke with gratitude to the Mayor and the Board of Aldermen for her Board of Adjustment appointment as an Alternate Member.

COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

ANNOUNCEMENTS

Mayor Pagano presented a thank you video to all City of St. Peters Volunteers who participated in volunteer activities over the past year.

PUBLIC HEARINGS:

THE AMENDED AND RESTATED PETITION FOR CREATION OF HIE RICHMOND CENTER CID

This item is on tonight's agenda as Business Item I-1, Bill No. 20-71. Mayor Pagano opened the Public Hearing at 7:08 p.m., and asked anyone wishing to speak on this petition to come forward. Mr. Robert Klahr with Armstrong Teasdale LLP, attending on behalf of HIE of St. Peters, LLC, the sole property owner, presented the Amended and Restated Petition for the creation of HIE Richmond Center Community Improvement District (CID) located a 50 Richmond Center Boulevard in St. Peters. Mr. Klahr explained that the petitioners are in the process of developing this certain property to construct an approximately 81-room Holiday Inn Express hotel. In order to ensure the economic viability of the project, they are seeking that the City provide for the formation of this Community Improvement District to fund approximately \$940,000 of project costs that are related to site work, utility work and related professional services. The District would finance these costs through the following methods: a sales and use tax at the rate of 1% on activities at the hotel, and a special assessment at the rate of \$5 per occupied hotel room night. Those would be levied again only on those who are guests at the hotel. They have filed the Petition in question, and this is a public hearing required by the Community Improvement District Act. They anticipate that the total investment in the project would be approximately \$9 million, and they are anticipating that upon completion the hotel

will generate up to about \$2 million in taxable sales, creating 35 permanent full time jobs, and 10 permanent part time jobs in the City. The proposed district would be in existence for a period of up to 30 years, however, if the costs of the project are repaid sooner than that, the district could be abolished earlier. This process began back in 2018, when the project was first commenced. The petitioner made a request at that time when it became clear there would be certain extraordinary costs associated with the changes to the project that were made, in large measure, to accommodate the adjacent residential property reconfiguration of the site; which caused some significant need to remove dirt, relocate utility and drainage, so that the building was perpendicular to the adjacent residential, as opposed to parallel, so it would be less of a visual impact; and it was lowered in grade so that it would not be as high, compared to the adjacent residential. All of that necessitated substantial retaining walls, and so forth because of a change in grade that was designed into the project; and additional landscaping buffer as well. Since the project is very close to completion, the petitioner is requesting that the City move forward this evening with this bill in consideration of the district, to ensure that it will be able to recover these extraordinary costs. As part of the request, the petitioner has agreed to do an easement to the district that will provide for ongoing maintenance of the common areas within the district, the things that we talked about, during the life of the district. For the record, when the amended petition was initially filed, the property owner had only identified three of the five members of the Board of Directors of the district. At this point in the public hearing, I want to make sure we identify specifically that two additional Directors were subsequently added; that when the document was corrected and re-executed, those two additional people, for the record at this public hearing are, Naren Ginagam and John Gross. Their names are on the petition that is attached to the bill in front of you this evening. The request to form the district is consistent with at least one other similar request the City has considered for another hotel in the City and many other commercial developments in the City as well. Representatives of the petition are here and can provide any additional questions with regard to the project. I will say that at the Work Session under a month ago, there were questions about providing ongoing updates in terms of status of construction. City staff had asked my client to provide updates every other week, which they have done so, including one today. They have gone through the first round of inspections by the County Health Department, the lodging inspection. There were some clean up items that were noted at that inspection. They have a follow-up inspection scheduled the first week of August for that, and they anticipate that they will get final approval at that time, in which case they will be into the City for the occupancy permit. They already have applied for Business and Food licenses, and those cannot be issued until the occupancy permit. They are anticipating opening the week of August 10th. Their target date at this point is August 13th. We respectfully request that the Board act favorably on the bill they have before them this evening. Mayor asked for anyone who wanted to comment for or against this petition to come forward. Seeing no one present to comment, Mayor Pagano closed the Public Hearing at 7:14 p.m.

UNFINISHED BUSINESS ITEMS:

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to remove Bill No. 20-51 from the table of the June 25, 2020 Board of Aldermen meeting. The motion was approved.

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 Reitmeyer moved and Alderman Bateman seconded the motion to table business item H-01, Bill No. 20-51, indefinitely. The motion was approved.

NEW BUSINESS ITEMS

MOTION/APPROVED: BILL NO. 20-71: ORDINANCE NO. 7324: AN ORDINANCE ESTABLISHING THE HIE RICHMOND CENTER COMMUNITY IMPROVEMENT DISTRICT; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

Alderman Reitmeyer moved and Alderman Bateman seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to read Bill No. 20-71 for the first time. The motion carried and Alderman Bateman 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 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. 20-71 passed becoming Ordinance No. 7324.

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

MOTION/APPROVED: BILL NO. 20-72: ORDINANCE NO. 7325: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AGREEMENTS PROVIDING FOR THE ACQUISITION OF RIGHT-OF-WAY, ROADWAY MAINTENANCE AND UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FROM MARSHA K. BANCROFT FOR THE CENTENNIAL GREENWAY, PHASE 4 PROJECT (FEDERAL PROJECT NO. TAP 7305(618))

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. 20-72 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 Reitmeyer read the Bill. Alderman Reimer moved and Alderman Bateman seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-72 passed becoming Ordinance No. 7325.

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

MOTION/ADOPTED: RESOLUTION NO. 1594: A RESOLUTION CONCERNING VOLUNTARY ANNEXATION WILLIAM AND SUSAN FOSTER, 1 PINE DRIVE

Alderman Reimer moved and Alderman Reitmeyer seconded the motion to introduce the Resolution. The motion carried. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to read the Resolution for the first time. The motion carried and Alderman Reimer read the

Resolution. Alderman Bateman moved and Alderman Trupiano seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1594 was adopted.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Absent 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 Reitmeyer seconded the motion to adjourn the Regular Board of Aldermen meeting. Motion approved and the Regular Board of Aldermen meeting adjourned at approximately 7:24 p.m.

Respectfully submitted,

Patricia E. Smith
City Clerk



CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN

Jim Pagano

FROM: MAYOR PAGANO

SUBJECT: APPOINTMENT TO THE VETERANS MEMORIAL COMMISSION

DATE: AUGUST 5, 2020

I am nominating the following individual for appointment as members of the Veterans Memorial Commission as follows:

Noah Bond, 2314 Pure Street, St. Peters, MO 63376 (Ward 3)

for the term effective immediately and expiring December 31, 2021. Mr. Bond will be filling the vacancy of Jared McGowen, who resigned.

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 AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICERS WITH FORT ZUMWALT SCHOOL DISTRICT

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

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

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

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

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

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

A. That the terms and provisions of the Intergovernmental Cooperation Agreement for School Resource Officers (the "Intergovernmental Agreement") attached hereto, marked as **Exhibit "A"**, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Intergovernmental Agreement, in substantially the form attached hereto, with the Fort Zumwalt School District.

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

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

SECTION NO. 2. Savings.

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

SECTION NO. 3. Severability.

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

SECTION NO. 4. Effective Date.

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

Read two times, passed, and approved this 13th day of August, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Scott Baumgartner, Deputy City Clerk

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

DRAFT

INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR SCHOOL RESOURCE OFFICERS

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

I. School Resource Officers.

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Payment.

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

1. Fort Zumwalt South High School – Forty-one and 6/10 percent (41.6%) of the SRO's annual salary of \$114,566.00 which equals \$47,736.
2. Fort Zumwalt East High School - Forty-one and 6/10 (41.6%) of the SRO's annual salary of \$114,566.00 which equals \$47,736.
3. DuBray Middle School - Forty-one and 6/10 (41.6%) of the SRO's annual salary of \$114,566.00 which equals \$47,736.
4. In the event that public health circumstances or other unanticipated events cause a school or schools of the District to be closed for a period of more than ten consecutive business days, the sum due to the City will be adjusted by reducing the agreed upon rate by a per diem amount for each school day. The per diem amount shall be calculated as 1/169th of the annual rate due to the City for each school day. Such reduction shall not be applied to the first five days of any extended closure.

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

III. Reimbursement.

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

IV. Termination.

A. Unless otherwise terminated as provided below, this Agreement shall remain in full force and effect until July 31, 2021, and shall automatically renew each year thereafter unless either party shall give the other prior written notice of its intention to terminate this Agreement as set forth below.

B. Termination for Cause:

1. The City may terminate this Agreement at any time upon the District's failure to timely pay the City as provided above. If the City terminates this Agreement for failure to timely pay and the District thereafter pays such amount in full within ten (10) days of receipt of

such notice of termination, then the notice of termination shall be deemed withdrawn and a POST licensed peace officer shall be re-assigned to act as a SRO at the school.

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

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

V. Notices.

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

IF TO CITY:

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

IF TO DISTRICT:

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

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

VI. Governing Provisions.

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

B. If any provisions of this Agreement or any portion of such provisions or the application thereof to any person or circumstance shall be held to be invalid or unenforceable or

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

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

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

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

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

CITY:

City of St. Peters, Missouri

By: _____

Russell W. Batzel, City Administrator

DISTRICT:

Fort Zumwalt School District

By: _____

President, Board of Education

Attest: _____

Secretary, Board of Education

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 AND A TEMPORARY CONSTRUCTION EASEMENT FROM DIANA DUNCAN 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 and a temporary construction easement, from Diana Duncan, a single person; and

WHEREAS, said Diana Duncan and the City of St. Peters are desirous of entering into Agreements providing for acquisition of right-of way and a temporary construction easement for said Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305(618).

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, agreements with Diana Duncan, a single person, providing for acquisition of right-of-way, by a Special Warranty Deed, and a temporary construction easement, 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 13th day of August, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Scott Baumgartner, Deputy City Clerk

SPECIAL WARRANTY DEED

This Deed, Made and entered into this ____ day of _____, 2020, by and between Diana Duncan, a single person, whose mailing address is 3101 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 hereby covenanting that it and its successors and assigns shall and will *Warranty and Defend* the title to the premises unto the said GRANTEE, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under GRANTOR, but none other, 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:

DIANA DUNCAN

Signature: *Diana Duncan*

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

On this 20 day of May, 2020, before me personally appeared Diana Duncan, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

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

Jo Ann Morris
Notary Public

My Commission Expires:



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:

SPRING VALLEY SUBDIVISION

PB 10, PG 48

LOT 118

3-0010-4164-00-0118.00

3101 McCLAY RD

N/F

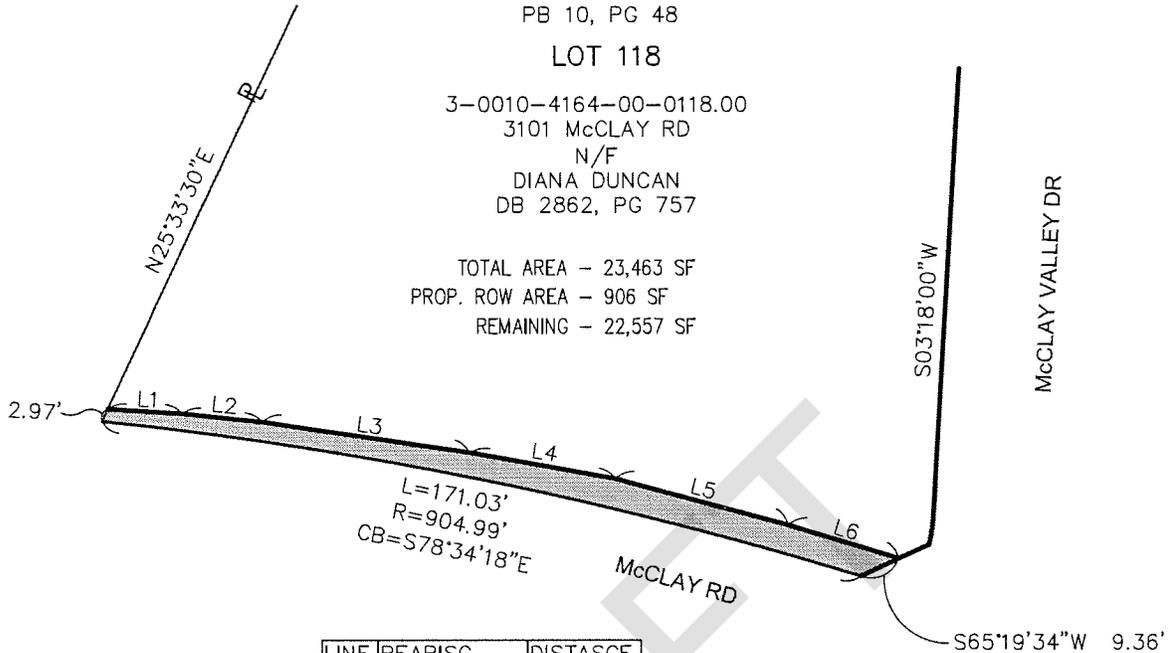
DIANA DUNCAN

DB 2862, PG 757

TOTAL AREA - 23,463 SF

PROP. ROW AREA - 906 SF

REMAINING - 22,557 SF



LINE	BEARISG	DISTASCE
L1	S86°29'25\"E	16.69'
L2	S84°01'35\"E	17.78'
L3	S81°39'03\"E	46.16'
L4	S79°58'01\"E	32.51'
L5	S75°08'29\"E	39.41'
L6	S73°28'38\"E	25.55'



EXHIBIT "A"

DEDICATION OF RIGHT OF WAY
 LOT 118 OF SPRING VALLEY SUBDIVISION
 PLAT BOOK 10, PAGE 48
 ST CHARLES COUNTY, MISSOURI

INITIAL:



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

Charles E. Quinby

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

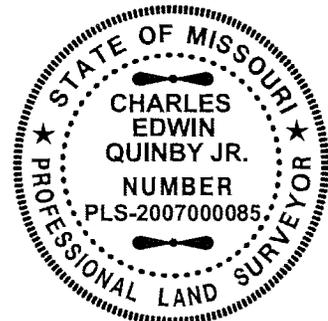


EXHIBIT "B"

November 07, 2019

Parcel 4

Diane Duncan

DEDICATION OF RIGHT OF WAY

A tract of land being part of Lot 118 of Spring Valley Subdivision, as recorded in Plat Book 10, Page 48, in St. Charles County, Missouri, being more particularly described as follows:

Beginning at the intersection of the West line of aforesaid Lot 118 and the North right of way of McClay Road; thence North 25 degrees 33 minutes 30 seconds East, along aforesaid West line, a distance of 2.97 feet; thence South 86 degrees 29 minutes 25 seconds East, a distance of 16.69 feet; thence South 84 degrees 01 minutes 35 seconds East, a distance of 17.78 feet; thence South 81 degrees 39 minutes 03 seconds East, a distance of 46.16 feet; thence South 79 degrees 58 minutes 01 seconds East, a distance of 32.51 feet; thence South 75 degrees 08 minutes 29 seconds East, a distance of 39.41 feet; thence South 73 degrees 28 minutes 38 seconds East, a distance of 25.55 feet to the West right of way of McClay Valley Drive; thence South 65 degrees 19 minutes 34 seconds West, along aforesaid West right of way, a distance of 9.36 feet, to the North right of way of McClay Road; thence along said North right of way, 171.03 feet, along a curve to the left, having a radius of 904.99 feet and a chord bearing of North 78 degrees 34 minutes 18 seconds West, feet to the Point of Beginning.

Area of Dedication of Right of Way = 906 square feet.

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2020, by and between Diana Duncan, a single person, whose mailing address is 3101 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:

DIANA DUNCAN

Signature: *Diana Duncan*

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

On this 20 day of May, 2020, before me personally appeared Diana Duncan, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

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

Jo Ann Morris
Notary Public

My Commission Expires:



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:

SPRING VALLEY SUBDIVISION

PB 10, PG 48

LOT 118

3-0010-4164-00-0118.00

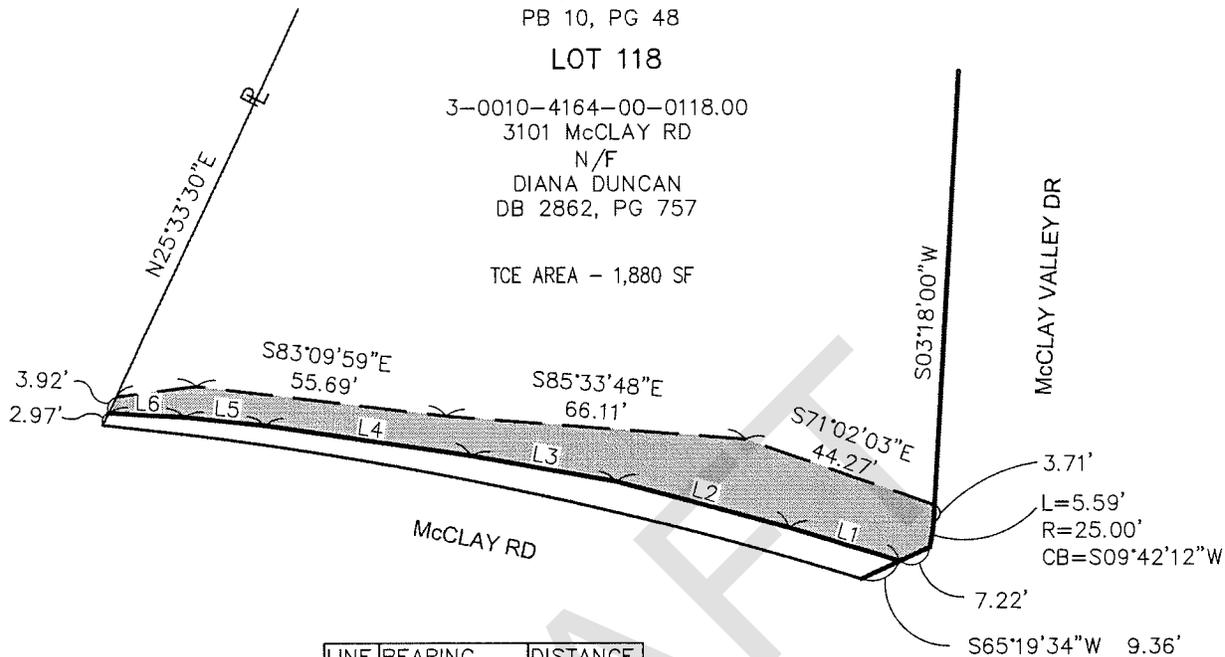
3101 McCLAY RD

N/F

DIANA DUNCAN

DB 2862, PG 757

TCE AREA - 1,880 SF



LINE	BEARING	DISTANCE
L1	N73°28'38\"W	25.55'
L2	N75°08'29\"W	39.41'
L3	N79°58'01\"W	32.51'
L4	N81°39'03\"W	46.16'
L5	N84°01'35\"W	17.78'
L6	N86°29'25\"W	16.69'

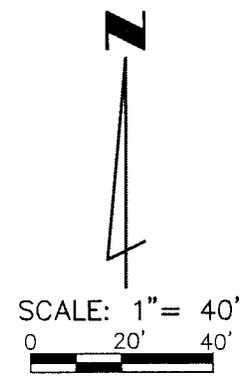
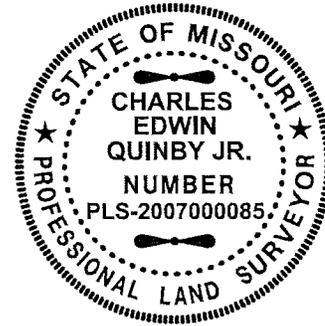


EXHIBIT "A"

INITIAL:

TEMPORARY CONSTRUCTION EASEMENT PLAT
 LOT 118 OF SPRING VALLEY SUBDIVISION
 PLAT BOOK 10, PAGE 48
 ST CHARLES COUNTY, MISSOURI



EDSI
 ENGINEERING DESIGN SOURCE, INC.
 16141 Swingley Ridge Rd., Suite 300
 Chesterfield, Missouri 63017
 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 4
Diane Duncan

TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of Lot 118 of Spring Valley Subdivision, as recorded in Plat Book 10, Page 48, in St. Charles County, Missouri, being more particularly described as follows:

Commencing at the intersection of the West line of aforesaid Lot 118 and the North right of way of McClay Road; thence North 25 degrees 33 minutes 30 seconds East, along aforesaid West line, a distance of 2.97 feet, to the point of Beginning; thence continuing North 25 degrees 33 minutes 30 seconds East, a distance of 3.92 feet; thence North 82 degrees 53 minutes 04 seconds East, a distance of 17.69 feet; thence South 83 degrees 09 minutes 59 seconds East, a distance of 55.69 feet; thence South 85 degrees 33 minutes 48 seconds East, a distance of 66.11 feet; thence South 71 degrees 02 minutes 03 seconds East, a distance of 44.27 feet, to the West right of way of McClay Valley Drive; thence South 03 degrees 18 minutes 00 seconds West, along aforesaid West right of way, a distance of 3.71 feet, to a point of curvature; thence continuing along said West right of way, 5.59 feet, along a curve to the right, having a radius of 25.00 feet and a chord bearing of South 09 degrees 42 minutes 12 seconds West, to a point of a non-tangent line; thence continuing along said West right of way, South 65 degrees 19 minutes 34 seconds West, a distance of 7.22 feet; thence North 73 degrees 28 minutes 38 seconds West, a distance of 25.55 feet; thence North 75 degrees 08 minutes 29 seconds West, a distance of 39.41 feet; thence North 79 degrees 58 minutes 01 seconds West, a distance of 32.51 feet; thence North 81 degrees 39 minutes 03 seconds West, a distance of 46.16 feet; thence North 84 degrees 01 minutes 35 seconds West, a distance of 17.78 feet; thence North 86 degrees 29 minutes 25 seconds West, a distance of 16.69 feet to the Point of Beginning.

Area of Temporary Construction Easement = 1,880 square feet.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTION 600.710(B)(1)(b) OF THE CITY CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 600.710(B)(1)(b); AND PROVIDING A PROCEDURE FOR THE ENFORCEMENT OF CITY LIQUOR LICENSE REGULATIONS AND PENALTIES FOR VIOLATIONS THEREOF

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

SECTION NO. 1. That Section 600.710(B)(1)(b) of the of the St. Peters City Code be and is hereby amended by deleting 600.710(B)(1)(b) in its entirety, and enacting, in lieu thereof, a new Section 600.710(B)(1)(b), to read as follows:

- b. Liquor violations: except as otherwise provided in this subsection (B)(1), any action or conduct which violates any provision of law with respect to the manufacture, sale, distribution, solicitation, or use of alcoholic beverages, including violations of Chapter 311, RSMo., 11 CSR 70-2.010, *et seq.*, and Chapter 600 of the City Code, as amended.

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

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

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

Read two times, passed, and approved this 13th day of August, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest:

Scott Baumgartner, Deputy City Clerk

DRAFT

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST FOR CERTAIN MUNICIPAL OFFICIALS

WHEREAS, Section 105.485.4, RSMo., provides, in pertinent part, that “Each official, officer or employee or candidate of any political subdivision described in subdivision (11) of section 105.483 shall be required to file a financial interest statement as required by subsection 2 of [section 105.485, RSMo.], unless the political subdivision biennially adopts an ordinance [...] at an open meeting by September fifteenth of the preceding year, which establishes and makes public its own method of disclosing potential conflicts of interest and substantial interests and therefore excludes the political subdivision or district and its officers and employees from the requirements of subsection 2 of [section 105.485, RSMo.]; and

WHEREAS, the St. Peters Board of Aldermen passed Ordinance Nos. 1791, 3697, 4103, 4597, 4837, 5238, 5314, 5780, 6188, 6577 and 6984 establishing a code of ethics for elected and appointed officials and establishing a procedure to disclose potential conflicts of interest for certain municipal officials; and

WHEREAS, consistent with the authority set forth in Section 105.485.4, RSMo., the Board of Aldermen desires to adopt an ordinance establishing procedures for the disclosure of potential conflicts of interest.

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

SECTION 1. Each elected official, the Chief Administrative Officer and the Chief Purchasing Officer, each City employee who has been authorized to purchase goods or services for or on behalf of the City, each member of the Planning and Zoning Commission, Board of Adjustment and any other individual who is empowered to adopt a rule or regulation, other than rules and regulations governing the internal affairs of the City, or who is empowered to fix any rate, adopt zoning or land use planning regulations or plans, or who participates in or votes on the adoption of any such rule, regulation, rate or plan, shall disclose in writing the following information by May first (1st) of each year if any such transactions were engaged in during the previous calendar year:

A. For such person and all persons within the first degree of consanguinity or affinity of such person, the date and identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500.00), if any, that such person had with the City of St. Peters, other than compensation received as an employee or payment of any tax, fee or penalty due to the City of St. Peters and other than transfers for no consideration to the City of St. Peters.

B. The date and identities of the parties to each transaction known with a total value in excess of five hundred dollars (\$500.00), if any, that any business entity in which such person had a substantial interest had with the City of St. Peters, other than payment of any tax, fee reimbursement for expenditures made on behalf of the City of St. Peters or penalty due to the City of St. Peters or transactions involving payment for providing utility service to the City of St. Peters, and other transfers

No.

for no consideration to the City of St. Peters.

C. The Chief Administrative Officer and the Chief Purchasing Officer also shall disclose in writing by May first (1st) of each year for the previous calendar year the following information:

(1) The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000.00) or more was received during the year covered by the statement;

(2) The name and address of each sole proprietorship that he or she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or co-participant for each partnership, joint venture or trust unless such names and addresses are filed by the partnership, joint venture or trust with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation, limited liability company, general or limited partnership, or trust in which the person owned or has a beneficial interest in ten percent (10%) or more of any class of the outstanding stock, or member or partnership units, both general and limited, in the aggregate, or corpus or income interest of a trust; and the name of any publicly traded corporation or partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, membership or partnership units or other equity interests; and

(3) The name and address of business entity for which such person served in the capacity of a director, officer, manager, general partner or receiver.

D. Filing of Statements. The statements, in substantially the format which is on file in the office of the City Clerk, shall be filed with the City Clerk and the Missouri Ethics Commission in compliance with Sections 105.483 to 105.496, RSMo., as amended. The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year:

(1) Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment;

(2) Each such person shall thereafter file the statement annually not later than May first (1st), and the statement shall cover the calendar year ending the immediately preceding December thirty-first (31st); provided that any member of the Board of Aldermen shall supplement the financial interest statement to report additional interests acquired after December thirty-first (31st) of the covered year until the date of filing of the financial interest statement; and

(3) Each candidate for elective office who is required to file a personal financial disclosure statement shall file a financial interest statement no later than fourteen (14) days after the close of filing at which the candidate seeks nomination or election and the statement shall be for the twelve (12) months prior to the closing date, except that in the event an individual does not become a candidate until after the date of certification for candidates, the statement shall be filed within fourteen (14) days of the individual becoming a candidate. The City Clerk shall provide to the candidate at the time of filing for election written notice of the candidate's obligation to file a financial statement and the candidate shall sign a statement acknowledging

No.

receipt of such notice.

E. Penalties.

(1) Any person required to file a financial interest statement pursuant to this Ordinance who fails to file such statement by the times required shall, if such person receives any compensation or other remuneration from public funds for the person's services, not be paid such compensation or receive such remuneration until the person has filed a statement as required by this Ordinance. Any person required to file a statement who fails to file such statement by the time required and continues to fail to file the required statement for thirty or more days after receiving notice from the Missouri Ethics Commission shall be subject to suspension from office in the manner otherwise provided by law or the constitution. The attorney general or circuit attorney, at the request of the Missouri Ethics Commission, may take appropriate legal action to enforce the provisions of this Ordinance.

(2) If a candidate for office does not file a statement by the close of business on the twenty-first day after the last day for filing for election for which the person is a candidate, the Missouri Ethics Commission shall notify the official who accepted such candidate's declaration of candidacy that the candidate is disqualified. Such election official shall remove the candidate's name from the ballot.

(3) Failure of any elected official or judge to file a financial interest statement thirty days after notice from the appropriate filing officer shall be grounds for removal from office as may be otherwise provided by law or the Constitution.

SECTION 2. For purposes of this ordinance, certain terms and words used herein shall have the same meaning as defined in Section 125.110 of the St. Peters City Code.

SECTION 3. The City Clerk is hereby directed to send a certified copy of this ordinance to the Missouri Ethics Commission within ten (10) days of its adoption and approval.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

No.

Read two (2) times, passed and approved this 13th day of August, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Scott Baumgartner, Deputy City Clerk

DRAFT

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ISSUE PURCHASE ORDERS WITH THE SALT CO-OP PROGRAM ADMINISTERED THROUGH THE CITY OF CHESTERFIELD FOR THE PROCUREMENT OF ROADWAY DE-ICING SALT AND BEELMAN LOGISTICS, LLC, FOR OFF-LOADING AND DELIVERY OF SALT FOR THE CITY'S SNOW AND ICE CONTROL OPERATIONS

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 purchase of roadway de-icing materials for use in snow and ice control operations on City streets; and

WHEREAS, the City of St. Peters is an agency member of the St. Louis Metro APWA Salt Cooperative, administered by the City of Chesterfield, for the purchase and delivery of roadway salt materials; and

WHEREAS, the City of Chesterfield received competitive bids for the purchase and delivery of roadway salt materials on behalf of the St. Louis Metro APWA Salt Cooperative, which have been reviewed by the City of St. Peters; and

WHEREAS, the supply of roadway salt materials procured through the St. Louis Metro APWA Salt Cooperative is recommended to be awarded to the low bidder, Compass Minerals; and

WHEREAS, the delivery of roadway salt materials procured through the St. Louis Metro APWA Salt Cooperative is recommended to be awarded to the low bidder, Beelman Logistics, LLC.

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 separate purchase order agreements with the City of Chesterfield for the supply of roadway salt from Compass Minerals, in the initial amount of \$154,517.50, and for the delivery of said roadway salt with Beelman Logistics, LLC, in the initial amount of \$37,147.50, with the final value of both purchase order agreements adjusted to reflect actual quantities supplied at the unit prices bid.

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

SECTION 3. Savings Clause. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

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

Read two times, passed, and approved this 13th day of August, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Scott Baumgartner, Deputy City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A PERMANENT UTILITY EASEMENT AGREEMENT FOR PUBLIC UTILITIES AND A PERMANENT PEDESTRIAN/BIKING TRAIL EASEMENT AGREEMENT FOR THE SPECIAL DISTRICT TRAIL PROJECT WITH MACY GRAY HOLDINGS LLC

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that said City promote new development within its corporate limits; and

WHEREAS, providing utilities to a new development within the City of St. Peters necessitates the acquisition of a permanent utility easement from Macy Gray Holdings LLC; and

WHEREAS, it is also in the best interest of the inhabitants of the City of St. Peters that improvements be made to the City of St. Peters' pedestrian trail system within the Special District; and

WHEREAS, construction of said trail system improvements necessitates obtaining a pedestrian/biking trail easement from Macy Gray Holdings LLC.

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

SECTION 1. The City does hereby accept and agrees to a permanent utility easement, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Permanent Utility Easement Agreement, in substantially the form attached hereto and made a part hereof, with Macy Gray Holdings LLC, for public utilities use.

No.

SECTION 2. The City does hereby accept and agrees to a permanent pedestrian/biking trail easement, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Permanent Pedestrian/Biking Trail Easement Agreement, in substantially the form attached hereto and made a part hereof, with Macy Gray Holdings LLC, for the Special District Trail Project

SECTION 3. 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, said easement agreements with Macy Gray Holdings LLC.

SECTION 4. The City Clerk is hereby directed to cause said Permanent Utility Easement Agreement and Permanent Pedestrian/Biking Trail Easement Agreement to be recorded in the office of the St. Charles County, Missouri, Recorder of Deeds.

SECTION 5. Savings Clause

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

SECTION 6. Severability Clause

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

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

Read two times, passed, and approved this 13th day of August, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Scott Baumgartner, Deputy City Clerk

No.

Permanent Utility Easement Agreement

This instrument, made and entered into this _____ day of _____, 2020, by and between, Macy Gray Holdings LLC, a Missouri limited liability company, whose address is 1700 Research Park Drive, St. Charles, Missouri 63304, hereinafter referred to as GRANTOR, and the City of St. Peters, a Missouri municipal corporation, whose mailing address is #1 St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376, hereinafter referred to as GRANTEE.

Witnesseth, that the GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which 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, and 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, 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, all within the Easement Area only, at any time, said utility systems, lines, or cables and other underground 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 remove obstructions from 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.

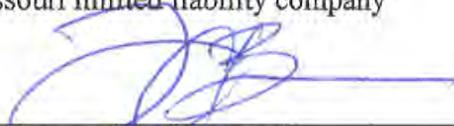
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DRAFT

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

GRANTOR:

MACY GRAY HOLDINGS LLC
a Missouri limited liability company

By: 

Timothy C. Breece
Its: Authorized Signatory

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

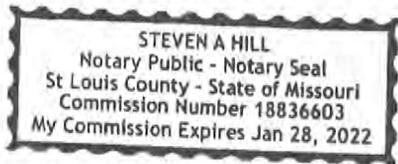
On this 22nd day of July, 2020, before me personally appeared Timothy C. Breece, Authorized Signatory of Macy Gray Holdings LLC, a Missouri limited liability company, known to me to be the person who executed the within Permanent Utility Easement Agreement in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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



Notary Public

My Commission Expires:



GRANTEE:

City of St. Peters
a Missouri municipal corporation

SEAL

Russell W. Batzel, City Administrator

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

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

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

Notary Public

My Commission Expires:

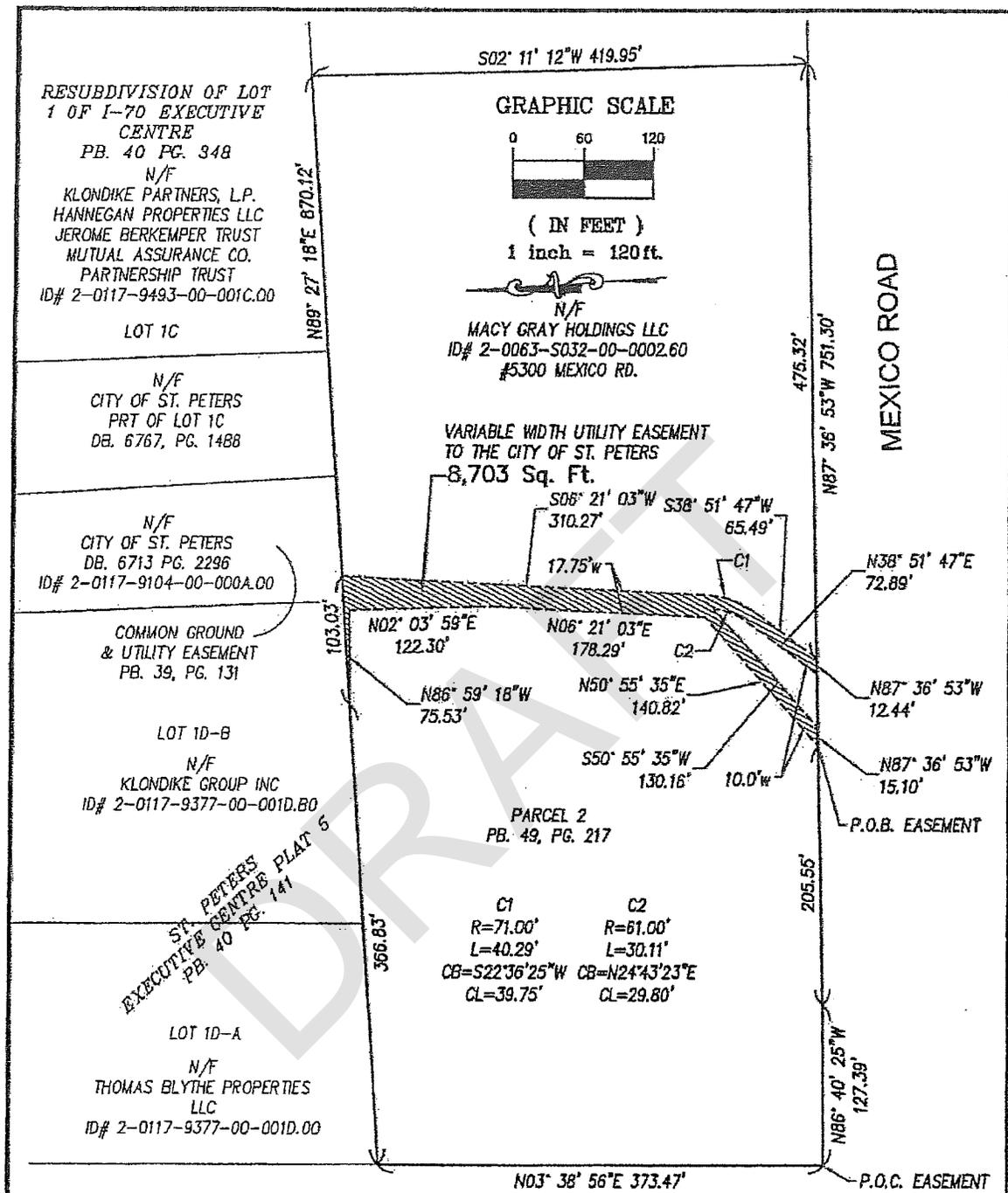


EXHIBIT "A"

ST. PETERS CENTRE BLVD.

EASEMENT EXHIBIT

A TRACT OF LAND BEING PART OF PARCEL 2 OF ST PETERS APARTMENTS,
 PER PB. 49, PG. 217, LOCATED IN FRACTIONAL SECTION 32,
 TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN
 CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

DATE 6/30/17

5890\SURVEY\EXHIBIT\ESMNT1.DWG

EXHIBIT B

UTILITY EASEMENT DESCRIPTION

An easement over and across a tract of land being part of Parcel 2 of the St. Peters Apartments, a subdivision according to the plat thereof as recorded in Plat Book 49, Page 217 of the St. Charles County Records located in Fractional Section Number 32, Township 47 North, Range 4 East, City of St. Peters, St. Charles County, State of Missouri and described as follows:

Commencing at the southwest corner of above said Parcel 2, said point also being located on the north right-of-way line of Mexico Road, variable width; thence along said right-of-way line, South 86 degrees 40 minutes 25 seconds East, 127.39 feet and South 87 degrees 36 minutes 53 seconds East, 205.55 feet to the POINT OF BEGINNING of the herein described easement; thence departing said right-of-way line the following courses and distances: North 50 degrees 55 minutes 35 seconds East, 140.82 feet; North 06 degrees 21 minutes 03 seconds East, 178.29 feet; North 02 degrees 03 minutes 59 seconds East, 122.30 feet and North 86 degrees 59 minutes 18 seconds West, 75.53 feet the south line of Lot 1D-B of St. Peters Executive Centre Plat 5, a subdivision according to the plat thereof as recorded in Plat Book 40, Page 141 of above said records; thence along said south line, North 89 degrees 27 minutes 18 seconds East, 103.03

feet to a point of tangency and South 38 degrees 51 minutes 47 seconds West, 65.49 feet to the north right-of-way line of above said Mexico Road; thence along said right-of-way line, North 87 degrees 36 minutes 53 seconds West, 12.44 feet; thence departing said right-of-way line the following courses and distances: North 38 degrees 51 minutes 47 seconds East, 72.89 feet to a point of curvature to the left having a radius of 61.00 feet, an arc length of 30.11 feet and a chord which bears North 24 degrees 43 minutes 23 seconds East, 29.80 feet and South 50 degrees 55 minutes 35 seconds West, 130.16 feet to the north right-of-way line of said Mexico Road; thence along said right-of-way line, North 87 degrees 36 minutes 53 seconds West, 15.10 feet to the Point of Beginning, containing 8,703 square feet according to calculations performed by Stock & Associates Consulting Engineers, Inc. on June 26, 2017.

PERMANENT PEDESTRIAN/BIKING TRAIL EASEMENT AGREEMENT

This instrument, Made and entered into this _____ day of _____, 2020, by and between, Macy Gray Holdings, LLC, a Missouri limited liability company, whose mailing address is 1700 Research Park Drive, St. Charles, Missouri 63304, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, a Missouri municipal corporation, whose mailing address is #1 St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376, hereinafter referred to as GRANTEE.

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

A Perpetual, Non-Exclusive Easement, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of constructing, maintaining and utilizing a Pedestrian/Biking Trail in, on, upon, along, over, under, through and across the herein described Easement to be located in accordance with certain plans for the St. Peters Apartment Trail Project prepared by GRANTOR. GRANTEE shall have the right to survey, stake, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to, and relocate at will, all within the Easement Area only, at any time, said Pedestrian/Biking Trail. GRANTEE covenants and agrees that after any construction or repair work done on and to the easement herein granted, that it will restore the surface as nearly as practicable to its prior condition.

GRANTEE shall indemnify and defend GRANTOR against and save GRANTOR and the land upon which the Easement is located, harmless from, to the extent permitted by law, all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands, and obligations, including, without limitation, reasonable attorney's fees, for personal injury resulting from the construction, operation, and use of the Easement and improvements thereon by GRANTEE or those acting as agents for GRANTEE.

GRANTOR covenants and agrees that they will not erect or cause to be erected any installation, structure, or other building on the Easement herein granted or that will interfere with the proper construction or use of said Pedestrian/Biking Trail.

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 GRANTOR and GRANTEE 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.

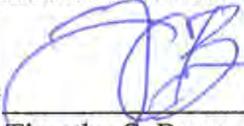
In Witness Whereof, the said GRANTOR and GRANTEE have executed these presents the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DRAFT

GRANTOR:

MACY GRAY HOLDINGS LLC
a Missouri limited liability company

By:  _____
Timothy C. Breece
Its: Authorized Signatory

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

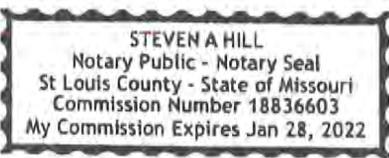
On this 22nd day of July, 2020, before me personally appeared Timothy C. Breece, Authorized Signatory of Macy Gray Holdings LLC, a Missouri limited liability company, known to me to be the person who executed the within Permanent Pedestrian/Biking Trail Easement Agreement in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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



Notary Public

My Commission Expires:



GRANTEE:

City of St. Peters
a Missouri municipal corporation

SEAL

Russell W. Batzel, City Administrator

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

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

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

Notary Public

My Commission Expires:

RESUBDIVISION OF LOT
1 OF 1-70 EXECUTIVE
CENTRE
PB. 40 PG. 348

N/F
KLONDIKE PARTNERS, L.P.
HANNEGAN PROPERTIES LLC
JEROME BERKEMPER TRUST
MUTUAL ASSURANCE CO.
PARTNERSHIP TRUST
ID# 2-0117-9493-00-001C.00

LOT 1C

N/F
CITY OF ST. PETERS
PRT OF LOT 1C
DB. 6767, PG. 1488

N/F
CITY OF ST. PETERS
DB. 6713 PG. 2296
ID# 2-0117-9104-00-000A.00

COMMON GROUND
& UTILITY EASEMENT

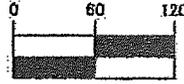
LOT 1D-B
N/F
KLONDIKE GROUP INC
ID# 2-0117-9377-00-001D.B0

ST. PETERS
EXECUTIVE CENTRE
PLAT 5
PB. 40 PG. 141

LOT 1D-A
N/F
THOMAS BLYTHE PROPERTIES
LLC
ID# 2-0117-9377-00-001D.00

S02° 11' 12"W 419.95'

GRAPHIC SCALE



(IN FEET)

1 inch = 120ft.

CENTERLINE
16'w PERMANENT
TRAIL & MAINTENANCE
EASEMENT

N/F
MACY GRAY HOLDINGS LLC
ID# 2-0063-S032-00-0002.60
#5300 MEXICO RD.

PARCEL 2
PB. 49, PG. 217

N89° 27' 18"E 870.12'

N87° 36' 53"W 751.30'

MEXICO ROAD

N86° 40' 25"W
127.39'

N03° 38' 56"E 373.47'

EXHIBIT "A"

ST. PETERS CENTRE BLVD.

EASEMENT EXHIBIT

A TRACT OF LAND BEING PART OF PARCEL 2 OF ST PETERS APARTMENTS,
PER PB. 49, PG. 217, LOCATED IN FRACTIONAL SECTION 32,
TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

DATE 6/29/17

5890\SURVEY\EXHIBIT\TRAIL-ESMT4.DWG

EXHIBIT B

TRAIL EASEMENT DESCRIPTION

An Eight (8) feet wide trail easement over and across the north 8 feet of Parcel 2 of St. Peters Apartments, a subdivision thereof as recorded in Plat Book 49 Page 217 of the St. Charles County Records, located in Township 47, Range 4 East of the Fifth Principal Meridian, City of St Peters, St. Charles County, Missouri, being more particularly described as follows:

Beginning at the northwest corner of above said Parcel 2, said point also being located on the east right-of-way line of St. Peters Centre Boulevard, 80 feet wide; thence along the north line of said Parcel 2, North 89 degrees 27 minutes 18 seconds East, 870.12 feet to the northeast corner thereof; thence along the east line of said Parcel 2, South 02 degrees 11 minutes 12 seconds West, 8.01 feet; thence departing said east line, along a line being 8.00 feet south of and parallel with last said north line, South 89 degrees 27 minutes 18 seconds West, 870.32 feet to its intersection with the eastern right-of-way line of St. Peters Centre Boulevard; thence along said right-of-way line, North 03 degrees 38 minutes 56 seconds East, 8.02 feet to the POINT OF BEGINNING.

Containing 6,962 square feet.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICERS WITH THE FRANCIS HOWELL R-III SCHOOL DISTRICT

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

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

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

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

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

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

A. That the terms and provisions of the Intergovernmental Cooperation Agreement for School Resource Officers (the "Intergovernmental Agreement") attached hereto, marked as **Exhibit "A"**, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Intergovernmental Agreement, in substantially the form attached hereto, with the Francis Howell R- III School District.

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

the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION NO. 2. Savings.

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

SECTION NO. 3. Severability.

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

SECTION NO. 4. Effective Date.

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

Read two times, passed, and approved this 13th day of August, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Scott Baumgartner, Deputy City Clerk

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

DRAFT

INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR SCHOOL RESOURCE OFFICERS

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

I. School Resource Officers.

A. The City will provide a Missouri POST (“Peace Officer Standards and Training Commission”) licensed peace officer serving in its Police Department to serve as a “School Resource Officer” (hereinafter referred to as an “SRO”) and/or a D.A.R.E. officer on the campus of Francis Howell North High School (the “High School”).

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

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

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

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

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

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

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

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

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

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

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

I. Neither SROs nor any D.A.R.E. officer shall not be considered employees of the District, and no partnership or co-venture shall be created by virtue of this Agreement or the performance by the SRO of his/her duties hereunder.

II. Payment.

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

1. Francis Howell North High School – Forty-one and 6/10 percent (41.6%) of the SRO's annual salary of \$114,566.00 which equals \$ 47,736.
2. In the event that public health circumstances or other unanticipated events cause a school or schools of the District to be closed for a period of more than ten consecutive business days, the sum due to the City will be adjusted by reducing the agreed upon rate by a per diem amount for each school day. The per diem amount shall be calculated as 1/169th of the annual rate due to the City for each school day. Such reduction shall not be applied to the first five days of any extended closure.

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

III. Reimbursement.

All reimbursement sums shall be payable by the District on an annual basis, with payment due on December 1 of each calendar year.

IV. Termination.

A. Unless otherwise terminated as provided below, this Agreement shall remain in full force and effect until July 31, 2021, and shall automatically renew each year thereafter unless either party shall give the other prior written notice of its intention to terminate this Agreement as set forth below.

B. Termination for Cause:

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

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

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

V. Notices.

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

IF TO CITY:

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

IF TO DISTRICT:

Francis Howell R-III School District
4545 Central School Road
Saint Charles, MO 63304-7113
Attn: Kevin F. Supple, Chief Operating Officer

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

VI. Governing Provisions.

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

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

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

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

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

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

CITY:

City of St. Peters, Missouri

DISTRICT:

Francis Howell R-III School District

By: _____
Russell W. Batzel, City Administrator

By: _____
Kevin F. Supple, Chief Operating Officer

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT CHANGE ORDER WITH J.W. MECHANICAL, LLC. FOR THE ST. PETERS REC-PLEX NATATORIUM IMPROVEMENTS – VICTAULIC COUPLING REPLACEMENT PROJECT

WHEREAS, the City solicited bids for the St. Peters Rec-Plex Natatorium Improvements – Victaulic Coupling Replacement Project; and

WHEREAS, competitive bids were received and the bid was awarded to J.W. Mechanical LLC. in the low bid amount of \$49,975.00 to perform the work specified, and

WHEREAS, during the course of the work, Change Order No. 1 was issued in the amount of \$42,375.44 to replace additional defective pipe encountered during the repairs, and

WHEREAS, a leak has been discovered in piping concealed under a concrete floor and new piping and additional work is required to allow the boiler system to work properly, and

WHEREAS, the estimated value of the additional work is \$42,650.00 causing the contract to exceed the \$100,000.00 purchasing authority of the City Administrator.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and he is hereby authorized to execute a contract change order with J.W. Mechanical LLC. in the initial amount of \$42,650.00 for Change Order No. 2 for various boiler system pipe replacements and miscellaneous related work increasing the contract value to \$135,000.44. Upon approval of the City Administrator, the initial contract value plus Change Order contract amount shall be adjusted as necessary based on the final measured quantities of work performed to complete 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 13th day of August, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Scott Baumgartner, Deputy City Clerk