



# City of Pevely

401 Main Street Pevely, Missouri 63070

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A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri, will conduct a special meeting at 6:30 PM on November 30, 2020 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

## **Board of Aldermen Closed Meeting**

Special Note: This meeting will be recorded.

The meeting will take place on November 30, 2020 at 6:30 P.M.

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### **Agenda**

Pledge of Allegiance  
Roll Call  
Closed Session

The tentative agenda of this meeting also includes a vote to close part of this meeting pursuant to section 610:021; Paragraph (1) legal actions, causes of action or litigation

Open Session  
Adjourn

All copies of all ordinances proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.  
All ordinances and resolutions are read by caption only pursuant to RSMo. 79.130.

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**Posted On: 11/25/2020 1:02:32 PM By: Ashton Lowery, City Clerk**



# City of Pevely

401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on November 30, 2020 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

## Board of Aldermen Regular Meeting

Special Note: This meeting will be recorded.

The meeting will take place on November 30, 2020 at 7:00 P.M.

### Agenda

**1. Pledge of Allegiance**

**2. Roll Call**

**3. Citizen's Comments**

"Citizen's Comments shall be limited to three (3) minutes to address the Council. Please fill out an index card on the podium prior to the meeting. Visitors are not allowed to speak during the business portion of the meeting and no responses from the Mayor or Board of Alderman during Citizen's Comments will be given."

**4. Consent Agenda**

a. Approval of Agenda

**5. Ordinances**

**6. Resolutions**

a. Resolution 2020/87 – Reading and Approval

A Resolution Authorizing the Mayor to Enter into and Execute an Intergovernmental Agreement with Jefferson County, Missouri for Animal Control Assistance and Animal Sheltering Facility Services

b. Resolution 2020/88 – Reading and Approval

A Resolution Authorizing the Mayor to Enter into and Execute A Tax Revenue Sharing Agreement with Jefferson County, Missouri for One-Half of One-Percent Sales Tax for Capital Improvements to Publicly Maintained Roads

c. Resolution 2020/89 – Reading and Approval

A Resolution Authorizing the Mayor to Enter into and Execute an Easement Exchange Agreement with Landmark Manor MO, LLC

**7. Appointments**

**8. Bids**



# City of Pevely

401 Main Street Pevely, Missouri 63070

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## **9. Motions**

- a. Don Menkhus – City Hall Mask Mandate

Motion: To Enforce a City Hall Mask Mandate for Residents, Guests, Employees, and Elected Officials

- b. Don Menkhus – Cancellation of Christmas Parade

Motion: To Cancel the 2020 Christmas Parade

## **10. Continued Business**

- a. City Hall Roof
- b. Animal Control Building Repairs
- c. City Hall Phones
- d. Calendars

## **11. Committee Reports**

- a. Planning and Zoning
- b. Tourism Board
- c. Police Personnel Board
- d. Park Board

## **12. Administrative Reports**

- a. Attorney Sweeney
- b. Chief Eickhoff
- c. City Administrator
  - a. Discussion on Residential Trash and Recycling

## **13. Council Member Reports**

- a. Alderman Markus
- b. Alderman Coulson
- c. Alderman Tucker
- d. Alderman Menkhus
- e. Alderman Leeder
- f. Alderman Yount
- g. Alderman Brooks
- h. Mayor Haas
  - a. Linda Hahn Proclamation

## **14. Adjournment**

All copies of all ordinance proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

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Posted On: 11/25/2020 1:02:18 PM By: Ashton Lowery, City Clerk

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE  
AN INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY,  
MISSOURI FOR ANIMAL CONTROL ASSISTANCE AND ANIMAL SHELTERING  
FACILITY SERVICES**

WHEREAS, Jefferson County, Missouri has proposed an intergovernmental agreement to the City of Pevely regarding animal control assistance and animal sheltering services; and

WHEREAS, the proposed intergovernmental agreement is for a term of one year from the day of its execution; and

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interest of the City to enter into the intergovernmental agreement with Jefferson County.



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

1. The Mayor is hereby authorized and directed on behalf of the City to enter into and execute an Intergovernmental Agreement for Animal Control Assistance and Animal Sheltering Facility Services with Jefferson County, Missouri.
2. The Intergovernmental Agreement shall be substantially the same in form and content as described on Exhibit A, attached hereto and made a part hereof.
3. The Mayor and the officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Intergovernmental Agreement.

Read once and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Presiding Officer of the Board of Aldermen

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Stephanie M. Haas  
Mayor of Pevely, MO

ATTEST:

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Ashton Lowery  
City Clerk of Pevely, MO



**To Read Resolution #2020/87  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Resolution #2020/87:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_



**INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL ASSISTANCE  
AND ANIMAL SHELTERING FACILITY SERVICES**

This agreement, made and entered into \_\_\_\_\_, \_\_\_\_\_ between Jefferson County, Missouri, (hereafter, the "County") and the \_\_\_\_\_, Missouri (hereafter, the "City"). The County and the City mutually agree as follows:

WHEREAS, the County enacted an Animal Control ordinance applicable to the unincorporated areas of Jefferson County, Missouri, and, as part of the enforcement and administration of the ordinance, maintains a municipal pound (hereafter, the "Facility") duly licensed pursuant to the Animal Care Facilities Act (hereafter, the "ACFA"); and

WHEREAS, the City enacted an ordinance for the control of animal within the incorporated boundaries of the City, but does not have sheltering facility for its present use; and

WHEREAS, the County and City mutually desire to enter into an agreement where the City may, at their expense, deliver or arrange to be delivered, any animals impounded within the limits of the City to the Facility to be boarded and cared for as required by the ACFA until disposed of by any means prescribed by the ACFA; and

WHEREAS, the County and City mutually agree that due to the threat to both animals and humans of the spread of rabies and other zoonotic diseases by owned, homeless or abandoned animals of a species susceptible to rabies or other forms of bodily harm due to animal attacks, the capture and impoundment of such animals posing a threat to public safety is necessary; and

WHEREAS, the County and City mutually agree that, due to threat to both animals and the public posed by chemical capture methods of capturing animals, the City and County desire that a chemical capture certified County Animal Control Officer provide this last resort capture technique, within the limits of the City, as needed.

NOW THEREFORE: The parties mutually agree as follows, to-wit:

1. The City may transport animal impounded in accordance with the ordinance of the City to the Facility, at the City's expenses, and have the animals impounded in accordance with the requirements of the ACFA and County facility operations. The city may, during the County's normal business hours, arrange to have the County transport animals impounded by the City in accordance with the ordinance of the City to the Facility. County shall receive from the City and the City shall pay to the County, the amount of Forty Dollars (\$40.00) for each trip made by the County to transport animals captured and impounded by the City. If City requests and County agrees to transport an animal to the Facility outside of County's normal business hours, County shall receive from the City and the City shall pay to the County, the amount of Sixty Dollars (\$60.00) for each trip made. The decision as to whether to provide transportation services shall be at the sole discretion of County.





2. The City may request the County's assistance in the capture of animals that are posing an imminent threat to public safety. For this service, the County shall receive and the City shall pay to the County the amount of Forty Dollars (\$40.00) per request for capture assistance, regardless of whether the animal is captured by County. When the City's efforts to capture an animal that poses a significant threat to public safety have failed, and as a last resort, chemical capture of the animal is required, the City may request a chemical capture certified County Animal Control Officer to perform the chemical capture of the animals. The City shall pay the County the amount of Forty Dollars (\$40.00) for each animal chemically captured. If City requests capture assistance and County agrees to provide capture assistance outside of County's normal business hours, County shall receive from the City and the City shall pay to the County, the amount of Sixty Dollars (\$60.00) per request and Sixty Dollars (\$60.00) for each animal captured. The decision as to whether to provide capture assistance shall be at the sole discretion of County.

3. The County shall receive from the City, and the City shall pay to the County, the amount of Twenty Dollars (\$20.00) per day for each animal boarded and cared for by the County. The number of minimum business days of boarding shall be in accordance with the ACFA and other state statutes and Facility operations, as follows:

A. Animals with known owners shall be held by the City and/or County for an accumulated period of not less than ten (10) business days, before being placed up for a disposition as prescribed by the ACFA, unless redeemed by their owner.

B. Animals without a current rabies vaccination that are known to have bitten another animal or human within the previous ten (10) calendar days, shall be held in quarantine for a period of not less than ten (10) calendar days from the date of the bite, before being humanely euthanized, unless redeemed by their owner within two (2) calendar days of the completion of the rabies quarantine.

C. Stray animals, without a known owner, and that are not known to have bitten another animal or human, shall be held by the City and/or County for an accumulated period of not less than seven (7) business days, before being placed up for a disposition as prescribed by the ACFA, unless redeemed by their owner.

D. Animals whose ownership rights have been relinquished by their owner or animals determined to be feral by City officials shall be subject to immediate disposition as prescribed by the ACFA.

E. Should vaccination be required of any animal held by County at City's request, City shall pay County a fee of Thirteen Dollars (\$13.00) for the required vaccinations. City shall also agree to compensate County for any veterinary treatment required to be performed pursuant to the ACFA for any animals held by County at City's request. These fees shall only be charged to City if County has not recovered payment through adoption of the animal.





4. The City authorizes and instructs the County to humanely euthanize any animal having been impounded for the minimum number of required days and not reclaimed by its owner and determined by the County to be un-adoptable. The City shall pay the County the amount of Forty Dollars (\$40.00) for each animal humanely euthanized. The City releases any animal not reclaimed by its owner and determined by the County to be adoptable to the County. The County, at the County's expense, will place the adoptable animal up for adoption or rescue.
5. If an owner claims an impounded animal, the County shall bill its normal boarding fee to the owner and shall retain the boarding fee received and shall not be required to account further to the City.
6. It is agreed that the County shall not be obligated to enforce its ordinances or the ordinance of the City, or pick up animals in the incorporated limits of the City. The County shall have no obligation to pick up any animals that are impounded by the City, in violation of the City's ordinance, unless when specifically requested to assist the City's animal control or police, or to assist with chemical capture of the animal, as prescribed herein. The decision as to whether to provide transportation services or capture assistance shall be at the sole discretion of County.
7. City shall indemnify and hold County harmless from and against any and all claims or actions and all expenses and costs (including attorneys' fees) incidental to the defense of any such claims or actions based upon or arising out of damage or injury to persons (including death) or property caused by or sustained in connection with County's performance of this Agreement.
8. The term of this agreement is for one year from the day of its execution. This agreement may be terminated by either party by providing a written notice thirty (30) days in advance.



City:

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Mayor

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City Clerk

**JEFFERSON COUNTY, MISSOURI:**

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Dennis Gannon, Jefferson County, Missouri, Executive

Attest:

Kenneth B. Waller, County Clerk

By \_\_\_\_\_

Approved as to form:

Carl W. "Wes" Yates, III, County Counselor



**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A  
TAX REVENUE SHARING AGREEMENT WITH JEFFERSON COUNTY, MISSOURI  
FOR THE ONE-HALF OF ONE-PERCENT SALES TAX FOR CAPITAL  
IMPROVEMENTS TO PUBLICLY MAINTAINED ROADS**

WHEREAS, a county-wide sales tax of one-half of one-percent for capital improvements to publicly maintained roads was first adopted on April 1, 1986 by the voters of Jefferson County, Missouri; and

WHEREAS, the county-wide sales tax was set to expire fifteen (15) years from the date of its original authorization and has since been extended twice for two (2) additional fifteen (15) year renewals; and

WHEREAS, Jefferson County has previously shared a portion of the sales tax with the City of Pevely and is offering to do so again for the year 2021; and

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interest of the City to enter the tax revenue sharing agreement with Jefferson County.

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

1. The Mayor is hereby authorized and directed to execute and enter into a Tax Revenue Sharing Agreement with Jefferson County, Missouri for the one-half of one-percent sales tax for capital improvements to publicly maintained roads.
2. The Tax Revenue Sharing Agreement shall be substantially the same in form and content as described on Exhibit A, attached hereto and made a part hereof.
3. The Mayor and the officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Tax Revenue Sharing Agreement.

Read once and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Presiding Officer of the Board of Aldermen



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Stephanie M. Haas  
Mayor of Pevely, MO

ATTEST:

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Ashton Lowery  
City Clerk of Pevely, MO



**To Read Resolution #2020/88  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Resolution #2020/88:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_



# TAX REVENUE SHARING AGREEMENT

BY AND BETWEEN JEFFERSON COUNTY, MISSOURI

AND

INCORPORATED MUNICIPALITIES FOR THE ONE-HALF OF ONE-PERCENT  
SALES TAX FOR CAPITAL IMPROVEMENTS TO  
PUBLICLY MAINTAINED ROADS

This Tax Revenue Sharing Agreement of the one-half of one-percent sales tax for capital improvements to publicly maintained roads, dated as of **January 1, 2021**, is entered into by and between Jefferson County, Missouri (hereafter, the "County"), a county of the first classification, and the \_\_\_\_\_, Missouri, an incorporated municipality of Jefferson County, Missouri (hereafter, the "City").

## RECITALS

The County desires and agrees to share and the City desires and agrees to receive and spend the revenue generated by the imposition of a county-wide sales tax at the rate of one-half of one-percent (1/2 of 1%) for capital improvements to publicly maintained roads, as adopted by the voters of Jefferson County on April 1, 1986 and authorized by the County Commission on April 10, 1986; said original tax to expire fifteen (15) years from the date of its original authorization of September 30, 1986 and subsequently extended twice for two additional fifteen (15) year renewals subsequent to its original date of expiration.



WHEREFORE, for valuable consideration and the mutual promises contained herein, County and City agree as follows:

## SECTION 1: CAPITAL IMPROVEMENTS

- 1.1 Capital improvements to publicly maintained roads must occur within the right-of-way (prescriptive or dedicated), and/or grading, drainage easements.
- 1.2 Capital improvements do not include normal road maintenance.
- 1.3 The following items, but not limited to, are eligible for funding with capital improvement tax monies.
  - 1.3.1 Purchase of equipment used exclusively for road improvements.
  - 1.3.2 Construction of new roads and appurtenances.
  - 1.3.3 Road rebuilding and pavement overlays.
  - 1.3.4 Drainage structures.
  - 1.3.5 Bridges.

1.3.6 Salaries of personnel employed to make and administer road improvements.

1.3.7 Engineering and planning fees for the preparation of plans and specifications.

1.4 The City shall submit to the County Council, by November 30<sup>th</sup> each year, a list of all capital improvements and estimated costs anticipated for the calendar year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup> of the following year.

1.4.1 A brief description of each anticipated road improvement project shall be submitted for eligibility approval prior to commencement of capital improvement roadwork.

1.4.1.1 Additional proposed projects and capital improvements can be submitted to the County at any time.

1.4.2 The County Engineer shall ascertain if the proposed capital improvement and/or project are eligible for reimbursement or direct payment.

1.4.3 Processing of payment requests will be withheld from cities failing to submit a list of all capital improvements with estimated costs until such time that all requested information is submitted.



## SECTION 2: PUBLICLY MAINTAINED ROADS AND FACILITIES

2.1 For use in the tax revenue sharing formula, a publicly maintained road is defined as a throughway maintained by the City or County for at least three (3) years, utilized by vehicular traffic, fronting on residences, businesses, industries and farms; subject to the following limitations:

2.1.1 Alleys, dead-end streets, roads within industrial or municipal parks, drives and parking areas serving government buildings, sidewalks and bike trails shall not be classified as publicly maintained roads.

2.1.2 The existing road surface must consist of one of the following: concrete, asphalt, macadam, crushed stone, or gravel.

2.1.3 Public rights-of-way that have not been improved and surfaced shall not be classified as a publicly maintained road.

2.2 For the purpose of capital improvement funding eligibility, a publicly maintained facility is defined as a transportation improvement maintained by the City or County, utilized by pedestrian or vehicular traffic, not classified as a roadway that is to be included in the tax revenue sharing formula; subject to the following limitations:

2.2.1 Alleys and dead-end streets shall be classified as publicly maintained facilities.

2.2.2 Named streets within industrial or municipal parks shall be classified as publicly maintained facilities.



2.2.3 Named drives, parking areas serving government buildings and public parking lots shall be classified as publicly maintained facilities.

2.2.4 Sidewalks, street lighting and bike trails that are immediately adjacent to any of the capital improvements stated in Sections 2.1 and 2.2 shall be classified as publicly maintained facilities.

### SECTION 3: TAX REVENUE SHARING FORMULA

3.1 The tax revenue sharing formula is established to determine the equitable share that unincorporated Jefferson County and the incorporated Cities within Jefferson County shall receive from the one-half cent sales tax for capital improvements to publicly maintained roads and facilities.

3.2 The formula is based on the following:

3.2.1 Fifty percent of the City/County share on percentage of total road mileage.

3.2.2 Fifty percent of the City/County share on percentage of total population.

3.3 The tax revenue sharing formula is described in the equations printed below:

50% of Share =  $\frac{\text{total tax revenue}}{2}$  X  $\frac{\text{individual City or unincorporated County total road mileage}}{\text{total road mileage of Jefferson County}}$

50% of Share =  $\frac{\text{total tax revenue}}{2}$  X  $\frac{\text{individual City or unincorporated County total population}}{\text{population of Jefferson County}}$

3.4 The sum of the two equations is the total tax received by the City or County.

3.5 Revenue shall be allocated to the City and the County on a monthly basis.

3.6 Total road mileage of Jefferson County is equal to the summation of publicly maintained road mileage in all incorporated and unincorporated areas.

3.7 Total population of Jefferson County is equal to the summation of all population in incorporated and unincorporated areas.

3.8 An incentive bonus program exists for any City that generates a certain share on percentage of the total gross sales within the County for the previous calendar year ending December 31<sup>st</sup>. The bonus shall be received by the City over the course of the following year in monthly increments and funded out of the County portion of the tax sharing allocation. For the avoidance of doubt, any one (1) City may qualify for no more than one (1) of the incentive levels described in Section 3.8 or its sub-sections in any given year. This program is to be effective as of and after January 1, 2016. The following is the gross sales ranges with the associated incentive bonus:

3.8.1 An additional sum total of 1.5% of the total estimated sales tax to be collected shall be allotted to the City when total gross sales rate for the City exceeds 20% of the total gross sales for the entire County.



3.8.2 An additional sum total of 3.0% of the total estimated sales tax to be collected shall be allotted to the City when total gross sales rate for the City exceeds 25% of total gross sales for the entire County.

3.8.3 An additional sum total of 4.5% of the total estimated sales tax to be collected shall be allotted to the City when total gross sales rate for the City exceeds 30% of total gross sales for the entire County.

#### SECTION 4: ROAD MILEAGE

4.1 A newly incorporated City shall submit to the County, the following:

4.1.1 A road map showing the publicly maintained roads within its corporate boundaries. The publicly maintained roads shall be highlighted and named.

4.1.1.1 Roads maintained by the State of Missouri shall not be counted.

4.1.2 A list of all publicly maintained roads and associated road mileage.

4.2 A newly incorporated City shall submit a road map and a list of all publicly maintained roads with associated road mileage in accordance with Section 4.1.1 and 4.1.2 to the County by October 31<sup>st</sup> following the date of incorporation.

4.2.1 Only publicly maintained roads previously inventoried by the County may be inventoried by the City.

4.2.2 The newly incorporated city's share of tax revenue shall become effective October 1<sup>st</sup> following the date of incorporation.

4.2.3 New incorporated cities shall be subject to the same regulations as those cities incorporated before October 31, 1986.

4.3 The summation of all of the road mileage for each City will be utilized in the "Tax Revenue Sharing Formula".

4.4 The City's total mileage of publicly maintained roads shall only be updated once annually by the County Engineer with the following exception:

4.4.1 Publicly maintained road mileage may be increased by annexation of additional area into the incorporated limits of the City. Only publicly maintained roads previously inventoried by the County may be added to the city inventory.

4.4.1.1 A revised road map of publicly maintained roads and a list of all publicly maintained roads with associated road mileage (clearly identifying the publicly maintained roads being added through annexation only) may be submitted yearly, no later than October 31<sup>st</sup>.

4.5 Private Roads accepted for maintenance by the City shall only be added to the list of publicly maintained roads under the annual inventory update performed by the County Engineer.

4.6 Redistribution of publicly maintained total road mileage between the City and the County due to annexation of additional areas by the City shall be effective January 1<sup>st</sup> each sales tax year.



## SECTION 5: POPULATION

5.1 The City shall submit to the County Council the total number of its population within its incorporated limits.

5.2 The population shall be established by the most recent United States Decennial Census for the City.

5.3 The population number will be utilized in the "Tax Revenue Sharing Formula".

5.4 The total population of the City may only be updated by the next United States Decennial Census with the following exceptions:

5.4.1 The City may increase its population by annexing additional area into its corporate limits. The population within the annexed area shall be established by one of the two following methods:

5.4.1.1 Annexation report, if available.

5.4.1.2 Applying the following formula:

Population = persons per dwelling unit x number of dwelling units.

5.5 If the City was incorporated after the most recent Census report then its population shall be established by one of the two following methods:

5.5.1 Incorporation report, if available.

5.5.2 Applying the following formula:

Population = persons per dwelling unit x number of dwelling units.

5.6 The following terms have the following meanings as apply to Sections 5.4.1.2 and 5.5.2:

5.6.1 "Person per dwelling unit" shall be established by the most current Decennial Census of the United States Census Bureau according to the "Persons Per Dwelling Unit" established for each municipality.

5.6.2 "Number of Dwelling Units" shall be submitted by the municipality.

5.6.3 "Persons per Dwelling Unit" shall be established by the most current Decennial Census of the United States Census Bureau according to the "Person Per Dwelling Unit" established by appropriate census tract.

5.6.4 "Number of Dwelling Units" shall be submitted by the municipality per census tract.

5.7 The City's population number will be revised (for utilization in the tax revenue sharing formula) if the United States Decennial Census is officially revised by the Census Bureau.



5.7.1 The revised population number will become effective January 1<sup>st</sup> following the official publication of the population revision.

5.7.2 The City will not be eligible to claim from the County Capital Improvement Tax Fund, a retroactive increase in shares of tax revenue due to an increase in population.

5.7.3 The City will not be liable to reimburse the County Capital Improvement Tax Fund for a retroactive decrease in shares of tax revenue due to a decrease in population.

5.7.4 The City shall submit, yearly, no later than October 31<sup>st</sup>, a revised population number if the official Decennial Census was revised.

5.8 The City may submit a revised population number reflecting an increase in population (gained only through annexation), no later than October 31<sup>st</sup> yearly.

5.9 Redistribution of the population numbers between the City and the County due to annexation of additional area shall be effective January 1<sup>st</sup> of each year.

## SECTION 6: COST ACCOUNTING

6.1 The cost of implementing capital improvements shall be accounted for in accordance with the following procedures:

6.2 Interest income earned by the investment of capital improvement money shall be expended only for approved defined road improvements.

6.3 The cost of third party construction and professional contracts plus the cost of administering these contracts by City personnel shall be reimbursable or directly payable.

6.3.1 The cost of administration of construction or professional contracts by City personnel shall be accounted for by the following formula:

6.3.1.1 Total Cost of Administration = Hours actually incurred x direct personnel expenses (DPE) for persons performing administrative tasks.

6.4 The cost of road improvements implemented by the City personnel shall be reimbursable.

6.5 The cost of materials is reimbursable or directly payable.

6.6 The costs of labor, supervision and administration are reimbursable and shall be calculated based on the following formulas:

6.6.1 Total cost of labor supervision and administration is equal to the product of hours actually worked by persons multiplied by direct personnel expenses (DPE).

6.6.1.1 Direct personnel expenses (DPE) is equal to direct salary cost multiplied by 1 plus the fringe benefit burden factor (FBBF)

6.7 The cost of equipment rental from private sources and fuel for rental equipment is reimbursable or directly payable.



6.8 The cost of extraordinary expenses such as the cost of high wear-out ground engaging components, such as hammers, drill bits, teeth, etc., are reimbursable or direct payable.

6.9 The cost of equipment owned and operated by the City (not purchased with capital improvement funds) which is utilized for approved road improvements is reimbursable.

6.10 The cost of equipment and operating expenses shall be calculated based on the following formulas:

6.10.1 In accordance with procedures established by the Missouri Highway and Transportation Commission. The most current "Rental Rate Blue Book", or designated equivalent, shall be utilized to calculate cost recovery (rental rates) and operating cost/hour, (estimated operating cost/hour) for equipment.

6.10.2 Cost recovery (rental rates) is dictated by the "Rental Rate Blue Book" by equipment manufacturer and model. Rates are calculated based on the year each model was discounted and are adjusted for climate and regional costs.

6.11 Fringe Benefit Burden Factor (FBBF) is defined as: total cost of municipal fringe benefits as defined for the municipality's last fiscal year divided by total Gross Payroll of the municipality for the last fiscal year.

6.11.1 Fringe benefits include: FICA, FUTA, vacation, sick pay, holidays, workman's compensation insurance, health insurance, pension benefits, etc.



6.12 Operating cost/hour shall be calculated based on the actual number of hours a particular piece of equipment is operated.

6.13 Equipment purchased by the City with capital improvement funds shall not be eligible for cost recovery.

6.14 Equipment purchased by the City with capital improvement funds shall be eligible to account for operating cost/hour.

## SECTION 7: TAX REVENUE SHARE ALLOCATION AND DISBURSEMENT PROCEDURE

7.1 The County shall, upon receiving tax revenue from the State of Missouri, deposit the revenue into the County Capital Improvement Fund Account.

7.2 Shares of the fund shall be allocated to each program participating city and the County in accordance with the Tax Revenue Sharing Formula.

7.2.1 Interest accrued on the tax fund shall be credited to each City's account and the County's account

7.2.2 Each program participating City and the County shall receive a monthly tax revenue share statement.

7.3 The City shall submit to the Department of Public Works, payment requests for capital improvements made the previous period.

7.3.1 The City shall submit online payment requests using the following link:  
<https://jeffcomo.seamlessdocs.com/f/PWCityReimburse>.

7.3.1.1 An instructional guide to completing the web-based Reimbursement Request Form shall be provided by the Department of Public Works.

7.3.1.2 Each project or other capital improvement payment request shall provide proof to the County that a competitive bidding process was followed by one of the following methods:

- (1) For equipment purchases, the City shall provide a copy of an approved form of legislation (i.e. City Ordinance, etc.) supporting the award, or written quotes from two (2) or more vendors/suppliers and a written explanation for award to the chosen company.
- (2) For State or Federally funded infrastructure projects, the City shall provide a copy of an approved form of legislation (i.e. City Ordinance, approved funding agency agreement, etc.) supporting the contractor award. This is only a requirement for the first invoicing of each project.
- (3) For locally funded infrastructure projects, the City shall provide a copy of an approved form of legislation (i.e. City Ordinance, etc.) supporting the contractor award or written quotes from two (2) or more contractors, and a written explanation for award to the chosen company. This is only a requirement for the first invoicing of each project.
- (4) For **all** infrastructure projects, the City shall provide a copy of an approved form of legislation (i.e. City Ordinance, etc.) supporting a contract award to a Consultant for architectural, engineering, and/or land surveying services, and all appropriate documentation to prove that the firm was chosen in compliance with RSMo 8.285 through 8.291. This is only a requirement for the first invoicing of each project milestone (i.e. consultant services, right-of-way acquisition and construction inspection).



This provision will apply to any architectural, engineering, and/or land surveying services contracts executed by the City as of January 1, 2020.

Failure to comply with the provisions of Section 7.3.1.2 shall result in a recommendation from the Department of Public Works that the Jefferson County Council deny the City's reimbursement request.

- 7.3.2 The County Engineer shall ascertain if the request is eligible for reimbursement.
- 7.3.3 The County Engineer shall then submit an Ordinance to the County Council for a recommendation of approval or denial of any reimbursement requests received by noon on the Monday prior to the next regular meeting of the County Council.
- 7.3.4 The City shall submit payment requests only for capital improvements and projects previously submitted to the County and approved for eligibility.
- 7.3.5 Requests for payment received by noon on the Monday prior to the next County Council regular meeting agenda deadline, as established by the Director of Administration, will be processed for payment upon final execution of the approved Ordinance.
- 7.3.5.1 Payments shall be made directly to the issuer of the invoice.

This Agreement, containing seven (7) sections, represents the complete understanding of the parties to the Agreement. No changes shall be made to this Agreement except in writing and approved by the parties. This Agreement shall be subject to renewal at the end of the sales tax year.

This Agreement shall be in full force and effect after its passage by the Jefferson County, Missouri, Council and the City through **December 31, 2021**, and is subject to renewal thereafter upon mutual agreement of the parties.

Both County and the City have adopted an appropriate resolution, order or ordinance authorizing the execution of this Agreement.



**JEFFERSON COUNTY, MISSOURI:**

By: \_\_\_\_\_  
Dennis Gannon, Jefferson County, Missouri, Executive

*Attest:*

\_\_\_\_\_  
Kenneth Waller, County Clerk

By: \_\_\_\_\_  
Deputy County Clerk

*Approved as to form:*

\_\_\_\_\_  
Carl W. Yates III, County Counselor



CITY OF \_\_\_\_\_, MISSOURI:

By: \_\_\_\_\_  
Chief elected official

\_\_\_\_\_  
Title

*Attest:*

\_\_\_\_\_  
Clerk





## BID SUBMITTAL SHEET

Curbside Collection and Disposal of Residential Waste and Recycling

City of Pevely

### Submitter Information

Name of Submitter:	Kent Harrell, Area Director of Public Sector Solutions
Name of Company or Firm:	Waste Management of Missouri, Inc.
Address:	1308 Lonedell Road
City/State/Zip:	Arnold, MO 63010
Telephone:	(913) 707-1800
Fax:	N/A
Email Address:	pbickfor@wm.com



The submitter acknowledges that the submitted prices include all labor, materials, insurance coverage and other associated costs to provide the listed services. The submitter further acknowledges and understands that the City of Pevely reserves the right to reject any and all bids and to waive informalities and minor irregularities.

By submitting this bid, the submitter acknowledges that he/she has the authority to submit bids on behalf of his/her company or firm. By submitting this bid, the submitter acknowledges and agrees to the terms listed in the specification packet without exception.

There are three Base Options and two Additional Options listed on the next two pages. Please read each description carefully. If your company or firm can not or does not offer the services as described in the description, please write "N/A" on the provided line. If there are any additional unfisted services that your company or firm can provide, please provide pricing information for those services.

*Places to indicate submitted prices and lines for the submitter's signature and written name follow on the next two pages.*

=====

**Base Option No. 1:** Once weekly curbside solid waste collection (containerized and adjacent non-containerized items) and disposal. Once weekly curbside recycling collection (containerized) and disposal.

2021: \$ <sup>24.83</sup> per residential unit per month  
 2022: \$ <sup>25.70</sup> per residential unit per month  
 2023: \$ <sup>26.60</sup> per residential unit per month  
 2024: \$ <sup>27.50</sup> per residential unit per month  
 2025: \$ <sup>28.50</sup> per residential unit per month

**Base Option No. 2:** Once weekly curbside solid waste collection (containerized only) and disposal. Once weekly curbside recycling collection (containerized) and disposal.

2021: \$ <sup>21.20</sup> per residential unit per month  
 2022: \$ <sup>21.94</sup> per residential unit per month  
 2023: \$ <sup>22.71</sup> per residential unit per month  
 2024: \$ <sup>23.50</sup> per residential unit per month  
 2025: \$ <sup>24.33</sup> per residential unit per month



**Base Option No. 3:** Once weekly curbside solid waste collection (containerized, adjacent non-adjacent items, and one bulk item) and disposal. Once weekly curbside recycling collection (containerized) and disposal.

2021: \$ <sup>25.70</sup> per residential unit per month  
 2022: \$ <sup>26.60</sup> per residential unit per month  
 2023: \$ <sup>27.53</sup> per residential unit per month  
 2024: \$ <sup>28.50</sup> per residential unit per month  
 2025: \$ <sup>29.49</sup> per residential unit per month

**Additional Option No. 1:** Once monthly curbside yard waste collection. Prices listed below will be in addition to the Base Options listed above. Yard waste shall be placed in paper bags, trash cans, or carts as provided by the selected company or firm.

2021: \$ 5.00, up to 10 bags per residential unit per month  
 2022: \$ 5.25 per residential unit per month  
 2023: \$ 5.50 per residential unit per month  
 2024: \$ 5.75 per residential unit per month  
 2025: \$ 6.00 per residential unit per month

**Additional Option No. 2:** Additional residential cart. This price should be the cost for one (1) additional waste cart. If available, the additional waste cart would be available to only those residential units interested in having two (2) carts. Not all residential units would receive a second cart. Prices listed below will be in addition to the Base Options listed above.

2021: \$ 2.00 per residential unit per month  
 2022: \$ 2.10 per residential unit per month  
 2023: \$ 2.20 per residential unit per month  
 2024: \$ 2.30 per residential unit per month  
 2025: \$ 2.40 per residential unit per month



Please see value driven "Alternate Proposal" on the following page.

Submitted to the City of Pevely on this 20 day of November, 2020.

Printed Name: Kent Harrell Signed Name: [Signature]  
 Area Director of Public Sector Services

As your longtime trusted collection partner, Waste Management fully understands the City of Pevely's service needs and community priorities. We developed the following alternate proposal based on this knowledge to provide your residents the best balance of sustainable value and service.

**Alternate Proposal:** Once weekly curbside solid waste collection (containerized only) and disposal with curbside collection of one bulky item per month on the last day of the month. Every other week curbside recycling collection (containerized in 96-gallon carts) and processing.

2021:	\$ 19.25	per residential unit per month
2022:	\$ 19.92	per residential unit per month
2023:	\$ 20.62	per residential unit per month
2024:	\$ 21.34	per residential unit per month
2025:	\$ 22.09	per residential unit per month



**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE  
AN EASEMENT EXCHANGE AGREEMENT WITH LANDMARK MANOR MO, LCC**

WHEREAS, the City of Pevely provides potable water service to most parcels of real property located within the corporate limits of the City; and

WHEREAS, there are a few parcels that currently do not receive potable water service from the City, but have requested to receive such service; and

WHEREAS, ensuring and extending potable water service improves the health and safety of the residents of the City and the general public; and

WHEREAS, in order to provide potable water service to the subject parcels, the City of Pevely desires to acquire a permanent utility easement from Landmark Manor MO, LLC; and

WHEREAS, Landmark Manor MO, LLC is willing to provide the requested permanent utility easement for potable water service, as requested, in exchange for specific identified repairs to infrastructure located within the Landmark Manor MO, LLC mobile home park; and

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interest of the City, and in the best interest of public health and safety, to enter the easement exchange agreement with Landmark Manor MO, LLC.



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

1. The Mayor is hereby authorized and directed to execute and enter into an Easement Exchange Agreement with Landmark Manor MO, LLC for a permanent utility easement.
2. The Easement Exchange Agreement shall be substantially the same in form and content as described on Exhibit A, attached hereto and made a part hereof.
3. The Mayor and the officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Easement Exchange Agreement.

Read once and passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Presiding Officer of the Board of Aldermen

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Stephanie M. Haas  
Mayor of Pevely, MO

ATTEST:

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Ashton Lowery  
City Clerk of Pevely, MO





**To Read Resolution #2020/89  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Resolution #2020/89:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_



# EASEMENT EXCHANGE AGREEMENT BY AND BETWEEN LANDMARK MANOR MO LLC AND THE CITY OF PEVELY, MISSOURI

This EASEMENT EXCHANGE AGREEMENT BY AND BETWEEN LANDMARK MANOR MO LLC AND THE CITY OF PEVELY, MISSOURI ("Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Landmark Manor MO LLC ("Landmark") and the City of Pevely, Jefferson County, Missouri ("City" or "Pevely").

WHEREAS, Pevely seeks to extend water service to certain parcels of real property within the corporate limits of the City; and

WHEREAS, Landmark is the owner of mobile home community within the corporate limits of the City; and

WHEREAS, Landmark maintains a network of streets and common ground within its mobile home community; and

WHEREAS, certain damage has occurred/developed in certain areas within either the network of streets or common ground; and

WHEREAS, Landmark has requested that Pevely make repairs to those certain areas of damage; and

WHEREAS, Pevely desires an easement from Landmark to more efficiently and effectively provide the water service to those certain parcels of real property; and

WHEREAS, Landmark desires to provide Pevely the easement necessary to more efficiently and effectively provide water service to those certain parcels of real property; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and Landmark agree as follows:

## ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

## ARTICLE II. CONSIDERATION

In consideration of Landmark providing the Easement, attached hereto and made a part hereof as Exhibit1, Pevely agrees to perform certain work, the scope of which is attached hereto and made a part hereof as Exhibit 2.



### ARTICLE III. MUTUAL ASSISTANCE

The parties agree, subject to further proceedings required by law, to take such actions, including but not limited to executing the required easements to affect the easement and delivery of other such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

### ARTICLE IV. AUTHORITY

4.01 Pevely. Pevely represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its obligations under this Agreement upon proper approval by the Board of Aldermen of the City of Pevely. Pevely further represents and warrants that it has taken or will use its best efforts to take (subject to Landmark's performance of its respective agreements and obligations hereunder) such action(s) as may be required and necessary to enable Pevely to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

4.02 Landmark. Landmark represents and warrants to Pevely that: (a) Landmark is a limited liability company, duly existing and validly formed under the laws of the State of Missouri; (b) Landmark shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) Landmark has the authority: (i) to enter into this Agreement, and (ii) to perform its obligations hereunder, (d) Landmark has been duly authorized by proper corporate action: (i) to execute and deliver this Agreement, and (ii) to perform its obligations hereunder; and (e) this Agreement is the legal, valid and binding obligation of Landmark.



### ARTICLE V. GENERAL PROVISIONS

5.01 Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

5.02 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within three (3) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

5.03 Amendment. This Agreement may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of Pevely approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

5.04 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

5.05 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

5.06 Missouri Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Missouri. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Jefferson County, Missouri, or the federal courts with venue that includes Jefferson County, Missouri.

5.07 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:



To Pevely:  
City of Pevely  
Attn: City Administrator  
401 Main Street  
Pevely, MO 63070

To Landmark:

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Or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

5.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

5.09 Assignment. The rights and obligations contained in this Agreement may not be assigned by Landmark, or any affiliate thereof without the express prior written consent of Pevly.

5.10 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and Pevly has approved or ratified this Agreement as required by law.

**IN WITNESS WHEREOF**, each party hereto, by their respective and duly authorized officers or representatives, has each executed this Agreement, effective as identified above.

CITY OF PEVELY

LANDMARK MANOR MO LLC

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Easement Deed

Tract No. 1

*This Deed* made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand

\_\_\_\_\_, by and between Landmark Manor MO LLC

Grantor's Physical Address: 901 Jenny Lee Dr., Pevely, MO

Grantor's Mailing Address: 4600 Cox Rd., Ste 400, Glen Allen, VA 23060

Of the County of Henrico, State of Virginia

Parties of the first part, and City of Pevely

Grantee's Address: 401 Main St., Pevely, MO 63070

Of the County of Jefferson, State of Missouri

Party of the second part.

*Witnesseth*, that the said parties of the first part, for and in consideration of the sum of  
\$ \_\_\_\_\_ and/or other valuable goods & considerations paid by the said

Party of the second part, the receipt of which is hereby acknowledged, do by these presents  
*Grant* unto the said party of the second part,

*An Easement* for the following purposes:

Permanent Utility Easement

Over the following described Real Estate, situated in the County of Jefferson, and  
State of Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both  
attached hereto and incorporated herein for all purposes.

subject to any and all easements, restrictions, conditions, etc. of record.

COPY

**TO HAVE AND TO HOLD** the same, together with all rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto said grantee, its successors and assigns; that said grantor hereby covenants that said grantee lawfully seized of an indefeasible estate in fee in the premises from which the permanent waterline easement is herein conveyed.

*In Witness Whereof*, the said parties of the first part have executed these presents the day and year first above written.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Print Name





State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

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

My term expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally \_\_\_\_\_ appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of a Corporation of the State of \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the Corporate Seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

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

My term expires: \_\_\_\_\_

COPY

**Exhibit A**

**PERMANENT UTILITY EASEMENT #1**

A part of a tract of land as recorded in Document No. 2019R-002484 of the Jefferson County Records, and being part of Section 19, Township 41 North, Range 6 East, of the 5<sup>th</sup> P.M., and being more particularly described as follows:

Commencing at a 1/2" found iron rod with cap at the northwest corner of a tract of land as recorded in Document No. 2015R-038410 of the Jefferson County Records; thence along the west property line of said tract of land S10°47'57"W 36.44 feet to the point of beginning of the tract of land herein described; thence continuing along said west property line S10°47'57"W 11.49 feet; thence leaving said west property line S71°19'18"W 36.03 feet; thence N10°06'52"E 11.41 feet; thence N71°19'18"E 36.18 feet to the point of beginning containing 361 square feet, the location of which is shown graphically on the attached Exhibit "B".

**PERMANENT UTILITY EASEMENT #2**

A part of a tract of land as recorded in Document No. 2019R-002484 of the Jefferson County Records, and being part of Section 19, Township 41 North, Range 6 East, of the 5<sup>th</sup> P.M., and being more particularly described as follows:

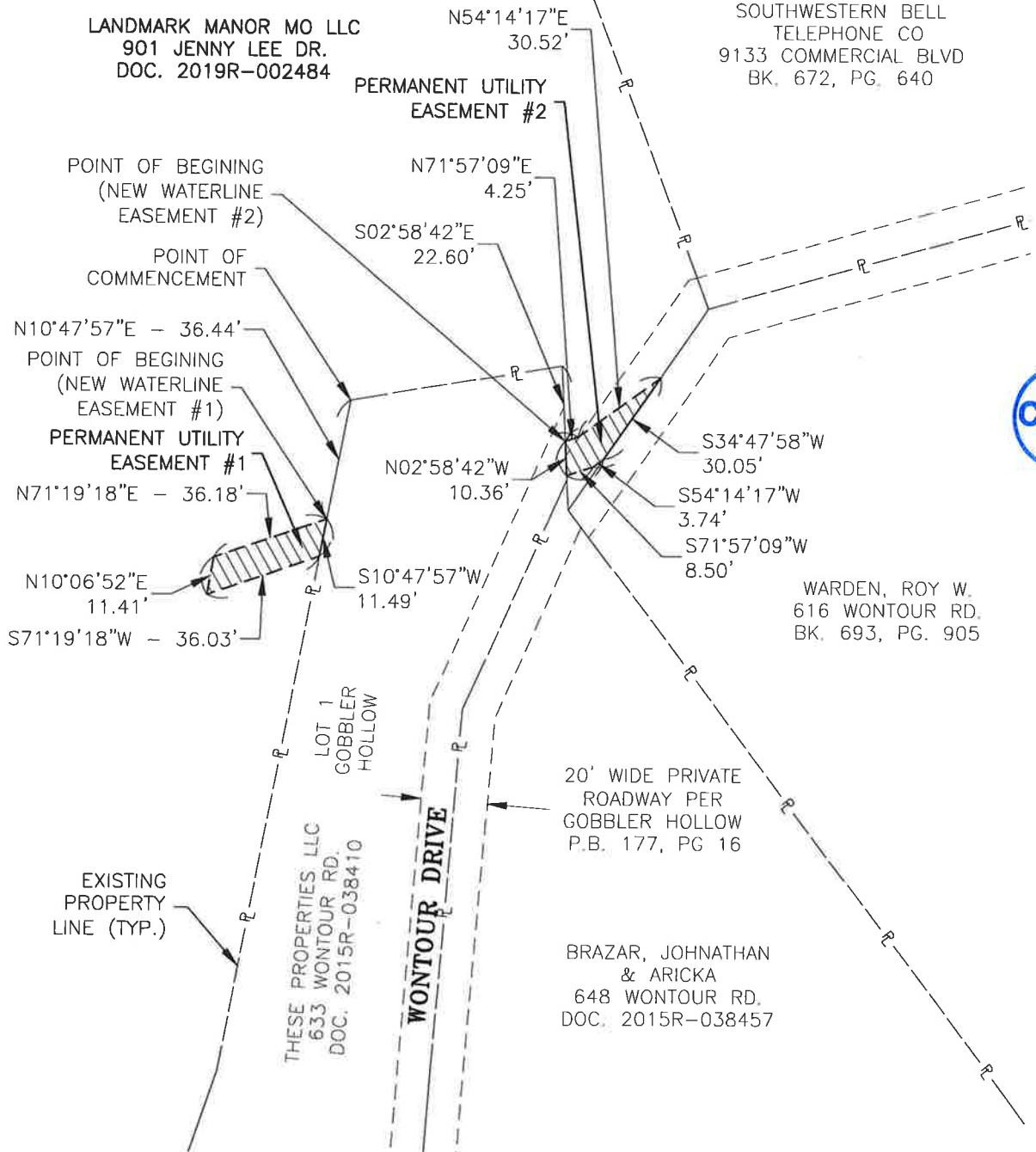
Commencing at a 1/2" found iron rod with cap at the northwest corner of a tract of land as recorded in Document No. 2015R-038410 of the Jefferson County Records; thence along the north property line of said tract of land N80°40'19"E 65.21 feet to the northeast corner of said tract of land; thence along the east property line of said tract of land S02°58'42"E 22.60 feet to the point of beginning of the tract of land herein described; thence leaving said east property line N71°57'09"E 4.25 feet; thence N54°14'17"E 30.52 feet to the southeast property line of a tract of land as recorded in Document No. 2019R-002484 of the Jefferson County Records; thence along said southeast property line S34°47'58"W 30.05 feet; thence leaving said southeast property line S54°14'17"W 3.74 feet; thence S71°57'09"W 8.50 feet to the east property line of a tract of land as recorded in said Document No. 2015R-038410; thence along said east property line N02°58'42"W 10.36 feet to the point of beginning containing 235 square feet, the location of which is shown graphically on the attached Exhibit "B".

The total area encompassed by the two above described permanent utility easements is 596 square feet.





SCALE: 1"=50'  
0 25 50




COPY

**EXHIBIT "B"**

INITIALS:

A TRACT OF LAND BEING PART OF SECTION 19,  
TOWNSHIP 41 NORTH, RANGE 6 EAST  
DOCUMENT NO. 2019R-002484  
JEFFERSON COUNTY, MISSOURI

# December 2020

Su	Mon	Tue	Wed	Thu	Fri	Sat
		1 Planning and Zoning Meeting 6:00 PM <u>Agenda Items to Ashton by 4:00 PM</u>	2 Budget Workshop 5:30 pm	3 Court	4	5
6	7 BOA Meeting 7:00 PM	8	9	10	11	12
13	14	15 Agenda items to Ashton by 4PM	16 Budget Workshop if needed 5:30	17 Court	18	19
20	21 BOA Meeting 7:00 PM	22	23	24 City Hall Closed	25 City Hall Closed	26
27	28	29	30 	31		

# January 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		Dec 29 Agenda Items to Ashton by 4 PM			1 City Hall Closed	2
3	4 BOA 7:00 PM	5 Agenda Items to Ashton by 4 PM P&Z 6 PM	6	7 Court	8	9
10	11 BOA 7:00 PM	12	13	14	15	16
17	18 City Hall Closed	19 Agenda Items to Ashton by 4 PM	20	21 Court	22	23
24	25 BOA Workshop 5:30 PM	26	27	28	29	30
31						