



Tentative Agenda

**Board of Aldermen Work Session Meeting
City of St. Peters Justice Center
1020 Grand Teton Drive, St. Peters, MO 63376
May 28, 2026, at 5:00 PM**

- A. Call to Order - Board President Kuppler
- B. Roll Call
- C. Communications from Board Members/Aldermanic Representatives
- D. Board of Aldermen Unfinished Business Items
- E. Board of Aldermen New Business Items
- F. Mayor and City Administrator Unfinished Business Items
- G. Mayor and City Administrator New Business Items
 - 1. Colby Drive Stormwater Improvement Project Change Order Recommendation - Haddock
 - 2. TDS Vehicle Replacement Purchase Recommendation - Schneider
 - 3. Machinex Compactor Purchase Recommendation - Schneider
 - 4. 2026-2027 Salt Purchase Recommendation - Sargent
 - 5. Real Time Information Center (RTIC) Participation Recommendation - Ramirez
- H. Miscellaneous Updates – Malach
 - 1. 2026 Limestone Aggregate Materials - Sargent
- I. Board Meeting Agenda Item Revisions – Malach
- J. Executive Session re: Litigation, Real Estate, Personnel, and Security pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14)(18)(19)(20) & 610.022 (1-6)
- K. Adjournment

Agenda Posted at City Hall: May 26, 2026 at 9:00 a.m.
By: L. Schroeder, City Clerk

Next Work Session: June 25, 2026

The meeting is available for viewing at www.sptvnow.net



Request for Board Action

To: Board of Aldermen

From: Amy Haddock, Group Manager

Work Session Meeting Date: May 28, 2026

Proposed Board of Aldermen Meeting Date: 5/28/2026

Ward(s):

Brief Description: Colby Drive Stormwater Improvement Project Change Order
Recommendation - Haddock

Staff: Recommended

Summary/Explanation:

An ordinance authorizing the City Administrator to execute a contract change order for the Colby Stormwater Improvement Project (24-170)

Budget Impact:

Approval of this recommended Change Order No. 4 will authorize a net increase of \$157,729.85 to the current contract value, from \$5,238,391.46 to \$5,396,121.31. This will be paid from the LPSW Fund 380-4450-58100. See attached memorandum for details.

Attachments:

1. Recommendation Memo Colby Stormwater Improvement Project CO 4



INTEROFFICE MEMORANDUM

TO: AMY HADDOCK, MANAGER, WES
FROM: PATRICK TILK, DIRECTOR OF STORM WATER
SUBJECT: CHANGE ORDER NO 4 – COLBY DRIVE STORMWATER IMPROVEMENT PROJECT
DATE: MAY 19, 2026
CC: CHRISTIAN MEYER, PROJECT ENGINEER

Recommendation: I recommend execution of Change Order No. 4 for Colby Drive Stormwater Improvement Project (Bid 24-170), awarded to Kuesel Excavating Co. This change order accounts for: modifications to retaining wall heights due to changed field conditions that varied from design plan elevations; the addition of fencing behind retaining walls in certain locations to comply with fall hazard protection requirements; pipe changes due to the adjustment of the configuration and location of STMH-09 to avoid utilities; and changes as previously approved by field directive #5. In addition, this change order will extend completion time 62 calendar days, to August 31, 2026, due to delays resulting from utility conflicts related to and reconfiguration of STMH-09.

Approval of Change Order No. 4 will result in a net increase of \$157,729.85 to the current contract value, from \$5,238,391.46 to \$5,396,121.31. I recommend approval of this change order as further described below.

Original Contract Value:	\$ 5,204,300.00
CO #1 (Approved):	\$ (-8,331.20) (Reduction)
CO #2 (Approved):	\$ 80,845.28 (Increase)
CO #3 (Approved):	\$ (-38,422.62) (Reduction)
Current Contract Value:	\$ 5,238,391.46
CO #4 (Proposed):	\$157,729.85 (Increase)
Proposed Contract Value:	\$ 5,396,121.31

Background: Attached is Change Order 4 for the Colby Drive Stormwater Improvement Project. This change order accounts for changes in conditions during construction on the north portion of the project.

Line Item #4, 36, and 152 were previously approved by Field Directive 5. A copy of the signed Field Directive is attached which provides descriptions of the work accounted for on those items.

Line Item #149 is being adjusted to add additional quantity of fence along retaining walls constructed by the City to provide the property owners a safety barrier where the final wall height required it and the properties didn't already have a fence present.

Line Items #71A, 74A, 77A, 78A, 80A, and 81A are adjustments to exposed retaining wall quantities. The field conditions varied in these locations from design plan elevations, causing contractor to adjust wall heights to tie into existing grades, and allowing for proper drainage.

Line Items #52 and 153 are adjustments to the pipe quantities tying into STMH-09. Kuesel has discovered that several AT&T fiber lines, a Gateway Fiber line, and a St. Peters sanitary sewer line are in conflict with STMH-09 as it is currently planned. To avoid further utility delays to the project and the added cost to get the utility companies to relocate their lines, the City, Kuesel, and the designer (Barr) provided a solution to extend the two 36 inch and one 60 inch inflow pipes and move the structure downstream. The 36 inch pipe extensions will be done with ADS Sanitite as added by Item #153. Item #52 is no longer required because of the location change of the structure.

Attachments:

Signed Field Directive No. 5, Colby Drive Stormwater Improvement Project

INTEROFFICE MEMORANDUM

TO: AMY HADDOCK, MANAGER, WES
FROM: PATRICK TILK, DIRECTOR OF STORM WATER
SUBJECT: FIELD DIRECTIVE NO. 5 – P-26B COLBY DRIVE STORMWATER IMPROVEMENT PROJECT
DATE: APRIL 13, 2026
CC: CHRISTIAN MEYER, PROJECT ENGINEER

Recommendation: I recommend approval of this Field Directive #5 for construction modifications due to unnecessary quantities, unexpected soil conditions, and conversations with homeowners. The purpose of this field directive is to reduce construction entrances, add rock ditch liner bedding for soil remediation, and add the raising of a portion of Wall 6 to the contract. Approval of this recommendation would authorize a \$63,525.60 increase in contract value. The increase will bring the amended contract to a total of \$97,617.06 over the initial contract amount.

Below is a summary of changes to the contract to date:

Original Contract Value:	\$ 5,204,300.00	
Change Order #1 (Approved):	\$ (8,331.20)	Reduction
Change Order #2 (Approved):	\$ 80,845.28	Increase
Change Order #3 (Approved):	\$ (38,422.62)	Reduction
Field Directive #5 (Proposed):	\$ 63,525.60	Increase
Proposed Contract Value:	\$5,301,917.06	

Background:

Line Item #4 is being reduced to account for planned quantities that are no longer needed for the project. Kuesel has used other access points to the area of the planned construction entrance in front of 230 Spencer Road and the planned construction entrance between 5 Shadow Lane and 7 Shadow Lane.

Line Item #36 is being affected by the soil conditions in the existing creek channel. The soil within the existing creek channel bottom is not suitable for construction activities. Per Change Order #2 Rock Ditch Liner was added to the contract as the planned method for soil stabilization. During construction it was determined by SCI and the Contractor that using Rock Ditch Liner Bedding to stabilize some areas was a more appropriate method. The quantity in this field directive covers known quantity used for stabilization and some for the work remaining on the project.

Line Item #152 is added to the project to raise approximately 7.5 feet of the top of Retaining Wall 6. The owner of 31 Shadow Ridge Drive was concerned with the slope of the north corner of his backyard behind the new wall. The City agreed to raise the cap blocks on the lowest portion of Wall 6 to reduce the slope in that area of his backyard so he is able to mow and maintain the turf grass that will be in this area (his new fence will be placed at the back of the wall, tying into corner the existing fence line).

*Approved
but most
likely another
increase
will need
BOA approval
- wjm/abk
4-13-26*

Line	Description	Original Contract QTY	Unit Price	Original Contract	Proposed Quantity Change	Proposed Cost	Proposed Cost Change
4	Construction Entrance	5 EA	\$4,850.00	\$24,250.00	-2 EA	\$14,550.00	(\$9,700.00)
36	Rock Ditch Liner Bedding	1675 CY	\$82.00	\$137,350.00	842 CY	\$206,394.00	\$69,044.00
152 (New Item)	Retaining Wall 6 Adjustment	0 LS	\$4,181.60	\$0.00	1 LS	\$4,181.60	\$4,181.60
Total Change							\$63,525.60

In summary, Field Directive No. 5 will increase the contract value by \$63,525.60. If approved, the work associated with this field directive will be included in a future change order.

Attachment:

Email Quote from Kuesel for Retaining Wall 6 Adjustment;

FW: Colby Creek - 31 Shadow Ridge Drive



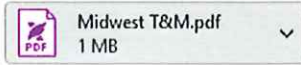
Sean Strader <sean@kueselinc.com>

To Patrick Tilk; Christian S. Meyer

Cc Mike Vomund; Madison Defilippo

This sender sean@kueselinc.com is from outside your organization.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Rosch - \$2,000 + 10% Kuesel O & P = \$2,200.00

Kuesel - 8 HR Mini-Excavator & Laborer @ \$247.70 = \$1,981.60

Estimated total cost = **\$4,181.60**

Sean Strader

VP, Director of Estimating



Kuesel Excavating Co.

854 Lone Star Drive, O'Fallon, MO 63366

Mobile: (314) 985-4823

Email: sean@kueselinc.com | Website: www.Kueselinc.com



Request for Board Action

To: Board of Aldermen

From: Elliot Schneider, Group Manager

Work Session Meeting Date: May 28, 2026

Proposed Board of Aldermen Meeting Date: 5/28/2026

Ward(s):

Brief Description: TDS Vehicle Replacement Purchase Recommendation - Schneider

Staff: Recommended

Summary/Explanation:

The Transportation and Development Services Group budgeted for the replacement of trucks numbered 343 and 351, and associated snow plow equipment in the FY26 Capital Improvement Plan. This request is a purchase recommendation to proceed with this replacement utilizing Freightliner 108SD chassis.

Please see attached memorandum.

Budget Impact:

The overall budget for this purchase is \$445,000 and the overall replacement cost is \$455,409. A difference of \$10,409 over budget. Earlier this fiscal year, the Department recognized a \$21,000 saving in a vehicle purchase to be applied to this purchase and the sales value of existing vehicles is \$35,000.

Attachments:

1. TDS Truck 343 & 351 Purchase Recommendation



INTEROFFICE MEMORANDUM

TO: WILLIAM MALACH, CITY ADMINISTRATOR
FROM: ELLIOT SCHNEIDER, MANAGER, ENVIRONMENTAL AND FLEET SERVICES
SUBJECT: MACHINEX PRE-SORT DISCHARGE COMPACTORS
DATE: 5/11/2026
CC:

The purpose of this memorandum is to request approval to present vehicle replacement purchases for the Transportation and Development Services Group (TDS), to the Board of Aldermen at the May 28, 2026, Work Session. The total cost for the replacement of trucks numbered 343 and 351, is \$455,409.00 including the vehicles and associated snow removal equipment. **These chassis are offered through MODOT Contract Pricing – Contract Number: 60526CO-0171**

The TDS Group budgeted \$445,000 in the FY26 Capital Improvement Plan for the replacement of trucks numbered 343, and 351. Truck 343 is a single-axle dump truck with snow equipment, and truck 351 is a tandem-axle dump truck with snow equipment. Additionally, an alternate FY26 vehicle replacement (334), yielded a \$21,000 savings available to cover any overage in budget on this purchase.

Traditionally, we have purchased Navistar International chassis, whom Rush Truck Centers of St. Peters is the local authorized servicing dealer. Upon the build assignment of the chassis, we would sublet the Navistar engine with a Cummins engine and powertrain platform, which does incur additional cost but is more reliable than the Navistar option and returns a higher resale value. As we were preparing to recommend this replacement, Navistar International informed us that there were long lead times on these chassis, upwards of 12-months, and delivery and final sales prices were not guaranteed, and a short ordering window would make this difficult to accommodate.

As we have had several issues with the integration of Navistar emissions systems with Cummins engines and have been looking to migrate to an alternate chassis, we also sought pricing from Freightliner for these chassis. Freightliner manufacturers a more durable and reliable chassis, has several local dealers, and returns a significantly higher resale value than that of a Navistar International chassis.

The following table depicts the cost difference between Navistar International and Freightliner options, at a full cost including the dump body and plow equipment:

Truck #	Budget	Navistar International	Freightliner	Difference
343 (Single-Axle)	\$195,000	\$214,513.59	\$216,456.00	\$1,942.41
351 (Tandem-Axle)	\$250,000	\$237,086.20	\$238,953.00	\$1,866.80

Elliot Schneider
5/11/2026

Totals:	\$445,000	\$451,599.79	\$455,409	\$3,809.21
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The Freightliner option is also a heavier specified frame and gear-set allowing some additional longevity in the life of the chassis through its usage and is delivered with an Allison 4500 series transmission, in-lieu of an Allison 4000 series transmission which will also yield fuel savings through this gear reduction ratio.

The Freightliner 108SD chassis comes equipped with a Cummins engine standardized to existing City Fleet vehicles, has a shorter lead time (3-5 months), and City staff is familiar with the operation and maintenance as we have some of these chassis in our fleet with our Solid Waste Collection trucks, and WES Vector truck.



Request for Board Action

To: Board of Aldermen

From: Elliot Schneider, Group Manager

Work Session Meeting Date: May 28, 2026

Proposed Board of Aldermen Meeting Date: 5/28/2026

Ward(s):

Brief Description: Machinex Compactor Purchase Recommendation - Schneider

Staff: Recommended

Summary/Explanation:

A recommendation to purchase two (2) waste compactors and associated installation and integration services, from Machinex Technologies, Inc for use on the pre-sort discharge conveyor lines at the Material Recovery Facility.

Please see attached memorandum.

Budget Impact:

This is requested as a FY26 CIP revision as announced on April 24, 2026. The budget for this purchase is to be established through an FY26 budget adjustment in the amount of \$275,000. The total purchase cost for this request is \$271,770 including associated tariff charges if applicable at the time of purchase order issuance.

Attachments:

1. RBA Attachment - Machinex Compactors Memorandum



INTEROFFICE MEMORANDUM

TO: WILLIAM MALACH, CITY ADMINISTRATOR
FROM: ELLIOT SCHNEIDER, MANAGER, ENVIRONMENTAL AND FLEET SERVICES
SUBJECT: MACHINEX PRE-SORT DISCHARGE COMPACTORS
DATE: 5/11/2026
CC:

The purpose of this memorandum is to request approval to proceed with Board of Aldermen approval via the May 28 ,2026 Work Session to purchase two (2), three-cubic yard waste compactors and associated installation services from Machinex Technologies, Inc. at a cost of \$271,770. With Board approval, and Authorizing Ordinance will be placed on the June 25, 2026 Board agenda for final passage.

At the Environmental and Fleet Services Group budget meeting with the Board of Aldermen held on April 26, 2026, we presented this item as a FY26 CIP revision and stated that assuming there were no objections to this purchase, we would proceed with the purchase through the necessary approvals.

The request is to add two (2), 3-cubic yard waste compactors outside of the Material Recovery Facility as recipients to the waste being removed and discarded from the pre-sort line. This addition was originally included in the design scope of the Material Recovery Facility but was removed due to cost and tariff-related hurdles associated with the project at that time. The scope of this project and the involvement of Machinex Technologies is simply to supply and set or install the units, and configuration with the system. No building modifications or concrete construction or modifications is required, and City staff will self-perform the installation of associated cabling and power supply.

The purpose for the compactors is to increase the operational efficiency of the facility by reducing the labor required from staff to constantly service the existing roll-off containers used for collection of this waste currently. As the waste is predominantly film plastic, the roll-off containers fill up very quickly and require service two to three times daily. The compactors will reduce the frequency of service from two to three times daily to once per week or longer. Additionally, the compactors will capture the waste and mitigate the potential for wind-blown litter throughout the facility property.

Machinex Technologies, Inc. is selected as the sole supplier for these units as integration with the existing system logic controls is required for proper function, and their components are the only systems designed to be integrate seamlessly with the operating system. The total cost of this request does included an estimated sum of \$8,600 to cover the cost of associated import duties or tariffs barring applicability upon the Purchase Order issuance.

A handwritten signature in blue ink, appearing to read "Elliot Schneider" with the date "5/11/26" written below it.



Request for Board Action

To: Board of Aldermen

From: LIANE SARGENT, Group Manager

Work Session Meeting Date: May 28, 2026

Proposed Board of Aldermen Meeting Date: 6/25/2026

Ward(s): 1, 2, 3, 4

Brief Description: 2026-2027 Salt Purchase Recommendation - Sargent

Staff: Recommended

Summary/Explanation:

An ordinance to authorize the City Administrator to purchase roadway salt for snow and ice control. Please see the attached memo dated May 18, 2026.

Budget Impact:

The FY2026 Transportation Trust Fund budget for the purchase of snow and ice control chemicals, including roadway salt, is \$200,000.

Approval of this recommendation will authorize the expenditure of \$118,680.00 for fall-only supply and delivery of roadway salt.

Attachments:

1. Recommendation - Roadway Salt Purchase - 2026-27 season



INTEROFFICE MEMORANDUM

TO: WILLIAM J. MALACH, CITY ADMINISTRATOR
FROM: LIANE SARGENT, MANAGER/TDS
SUBJECT: RECOMMENDATION – ST. LOUIS METRO APWA SALT
COOPERATIVE PURCHASE
DATE: MAY 18, 2026
CC: AMANDA RICH, DIRECTOR OF TRANSPORTATION

Recommendation: I request approval to execute a purchase order agreement to Compass Minerals for the supply and delivery of 1,200 tons of roadway salt to be used for 2026-2027 snow and ice control operations, utilizing the negotiated unit cost pricing obtained by the City of Chesterfield, on behalf of the St. Louis Metro APWA Salt Cooperative.

Approval of this recommendation will authorize the initial expenditure of \$118,680.00, for fall delivery, with the final total value adjusted to reflect actual quantities at the specified unit price. The FY2026 Transportation Trust Fund budget for the purchase of snow and ice control chemicals, including roadway salt is \$200,000.00.

Background: The City annually purchases roadway salt for snow and ice operations from the St. Louis Metro APWA Salt Cooperative, administered by the City of Chesterfield. This cooperative salt procurement program allows member municipalities to purchase salt at rates much lower than possible individually.

On May 4, 2026, the City of Chesterfield's Council approved the purchase of roadway salt from the low bidder, Compass Minerals of Overland Park, Kansas, for the 2026-2027 season. Compass Minerals will be responsible for the delivery of salt to each Co-op member. The City of Chesterfield approved the low bid from Compass Minerals for salt and cost of delivery at \$98.90 per ton, which is an 8.9% increase from the previous season.

After careful review, I concur with the City of Chesterfield's recommendations on behalf of the St. Louis Metro APWA Salt Cooperative. Every year, the combined purchasing power of the cooperative has resulted in savings of 10% to 15% compared to unit cost pricing obtained by area agencies that purchase individually or through suppliers located west of the St. Louis metro area. Approval of this recommendation will authorize the total initial expenditure of \$118,680.00 for the supply and delivery of 1,200 tons of roadway salt to the City of St. Peters, with the final total value adjusted to reflect actual quantities at the unit prices bid.



Request for Board Action

To: Board of Aldermen

From: Andrew Ramirez, Group Manager

Work Session Meeting Date: May 28, 2026

Proposed Board of Aldermen Meeting Date: 6/25/2026

Ward(s):

Brief Description: Real Time Information Center (RTIC) Participation Recommendation - Ramirez

Staff: Recommended

Summary/Explanation:

The O'Fallon, Missouri, Real Time Information Center (RTIC) provides a regional real-time information sharing network that enhances law enforcement response and coordination.

Law enforcement agencies will have access to shared technology, camera systems, and critical intelligence while the center is open and staffed. Participating agencies include Wentzville, O'Fallon, St. Charles, Cottleville, and Lake St. Louis, each contributing personnel to support center operations.

The RTIC enhances law enforcement's ability to identify suspects, track criminal activity, and respond to incidents in real time, while also supporting investigative efforts through access to historical data and research tools. It further improves coordination among participating agencies, promoting a more proactive and unified approach to public safety across the region and benefiting St. Charles County as a whole.

Existing personnel will be utilized.

Budget Impact:

Salary and benefits of assigned staff.

Attachments:

1. BILL 26- RTIC Participation Authorizing Ordinance
2. RTIC Agreement

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT TO PARTICIPATE IN THE REAL-TIME INFORMATION CENTER LOCATED IN O’FALLON, MISSOURI.

WHEREAS, the City operates a Municipal Police Department, known as the City of St. Peters Police Department (the “Department”), that is overseen by the Chief of Police of the Department (the “Chief of Police”); and

WHEREAS, the City of O’Fallon, Missouri has constructed, equipped and now operates a Real-Time Information Center (“RTIC”) to monitor communication and data collection resources to collect, analyze and disseminate critical, real-time information to law enforcement agencies to enhance the safety and effectiveness of law enforcement officers; and

WHEREAS, the RTIC uses state-of-the-art equipment and highly trained staff as a force multiplier for law enforcement efforts to improve response to emergencies and evolving events, and facilitate the prompt investigation of crimes and apprehension of individuals engaged in criminal activity within the covered area of the RTIC by maximizing available technology; and

WHEREAS, the City OF St. Peters recognizes the critical importance of law enforcement agencies working collaboratively across jurisdictional boundaries to effectively prevent, respond to, and investigate criminal activity, and find it is in the best interests of the City to cooperate with participating communities to contribute to its operations in order to enhance the breadth and quality of information the RTIC provides and expand its operational ability; and

WHEREAS the City of St. Peters is committed to enhancing public safety through collaboration and information sharing with neighboring jurisdictions; and

WHEREAS, the Board of Aldermen finds it beneficial and appropriate for the City to enter into this Agreement.

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

Section 1. Agreement Authorization. The City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to enter into a Memorandum of Participation (“Participation Agreement”) with the City of O’Fallon,

Section 2. The City Administrator be and he is hereby authorized and directed to negotiate, execute, and administer said Participation Agreement on behalf of the City of St, Peters.

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

Section 4. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other

No.

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 25th day of June 2026.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Lisa L. Schroeder, City Clerk

No.

ATTACHMENT A

[Attach Agreement]

DRAFT

No.

**MEMORANDUM OF PARTICIPATION IN THE
O'FALLON REAL-TIME INFORMATION CENTER**

This MEMORANDUM OF PARTICIPATION ("Participation Agreement") is entered into by the City of O'Fallon ("O'Fallon") by and among the municipalities who are signatories hereto (individually "Participating Agency" and collectively "Participating Agencies"), for the purpose of establishing the terms under which each Participating Agency agrees to participate in the operation and services of the Real-Time Information Center established and operated by O'Fallon.

WHEREAS, O'Fallon has constructed, equipped and now operates a Real-Time Information Center ("RTIC") to monitor communication and data collection sources to collect, analyze and disseminate critical, real-time information to law enforcement personnel to enhance the safety and effectiveness of law enforcement officers; and

WHEREAS, the RTIC uses state-of-the-art equipment and highly trained civilian and commissioned analysts and officers as a force multiplier for law enforcement efforts to improve response to emergencies and evolving events, and facilitate the prompt investigation of crimes and apprehension of individuals engaged in criminal activity within the covered area of the RTIC by maximizing available technology and available public and private resources; and

WHEREAS, all parties to this Participation Agreement recognize the critical importance of law enforcement agencies working collaboratively across jurisdictional boundaries to effectively prevent, respond to, and investigate criminal activity; and

WHEREAS, each Participating Agency wishes to participate in O'Fallon's RTIC and contribute to its operations and have the benefit of access to the information and services the RTIC can provide to the Participating Agency's police; and

WHEREAS, O'Fallon is willing to involve Participating Agencies in the RTIC as hereinafter provided because the involvement of additional personnel and agencies in RTIC operations will enable the RTIC to expand its operations and coverage and, therefore, its effectiveness for all Participating Agencies;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, and the services and contributions to be made as hereinafter provided, the sufficiency of which consideration is hereby acknowledged by all parties, the parties enter into this Memorandum of Participation as follows:

- A. O'Fallon agrees to manage and operate the RTIC in accord with the terms hereinafter set forth.
- B. Operations Advisory Board: The Chief Law Enforcement Officer of each Participating Agency, or the Chief's designee, shall serve with a representative of O'Fallon and each other Participating Agency's law enforcement agency on a joint Operations Advisory Board (the

“Board”) to provide insight, oversight and advice on operations of the RTIC. The chairperson of the Board shall be the O’Fallon Police Department Emergency Communications Administrator, who shall vote only in case of a tie. The Board shall be responsible for:

1. Receiving updates and reports regarding the operation of the RTIC
2. Providing input on hardware and software procurement
3. Assisting with the creation and/or review of policies and procedures for the RTIC
4. Reviewing the annual training plan of initial and ongoing required training for RTIC staff
5. Other initiatives that may be presented from time to time

The Board shall meet on a regular basis for the purpose of reviewing the operations and activities of the RTIC. At least four (4) meetings shall be held per calendar year. Each Participating Agency, including O’Fallon, will be entitled to one vote in decision-making by the Board. A quorum for the transaction of any business by the Board shall consist of representatives of a majority of the then-participating agencies, including O’Fallon. All questions before the Board shall be decided by a simple majority of the votes cast, with the chairperson having a casting vote. The Board shall comply with the Missouri Open Meetings Law. The chairperson shall designate an O’Fallon employee to serve as records custodian for the Board. The City of O’Fallon shall be responsible for addressing media inquiries.

- C. Commanding Officer: The Commanding Officer of the RTIC shall be the Emergency Communications Administrator (Administrator) of the O’Fallon Police Department or his/her designee. The Commanding Officer will work under the direction and supervision of the O’Fallon Police Chief and shall submit to the Board an annual report. Such report shall include all information necessary to appraise the Participating Agencies of the activities and accomplishments of the RTIC, provided, however, that precautions shall be taken by the Commanding Officer to maintain security and to preserve and protect confidential information and sources. Other responsibilities of the Commanding Officer are listed in Exhibit “A” attached hereto.
- D. Staffing: The Chief Law Enforcement Officer of each Participating Agency shall select and assign at least one qualified employee to serve in the RTIC as an RTIC Analyst (“RTIC Staff Member”), subject to the approval of the Commanding Officer, which shall not be unreasonably withheld. If an RTIC Staff Member is not approved, the Commanding Officer shall consult with that Participating Agency’s Chief Law Enforcement Officer with respect thereto. Each person assigned must be assigned and, subject to limited periodic emergency requirements of the Participating Agency, generally available to serve in the RTIC for a minimum of sixteen (16) hours per week and must be generally available for any scheduled shift or emergency call out, as defined by RTIC policy. The Commanding Officer may authorize Participating Agencies to meet the sixteen (16) hour requirement by assigning multiple personnel.
1. Removal: Any RTIC Staff Member may be removed from assignment to the RTIC by the Chief Law Enforcement Officer of the Member’s Participating Agency at any time and for any reason after notice to the Commanding Officer. The Commanding Officer may

remove any RTIC Staff Member from assignment to the RTIC after notice to the Member's Chief Law Enforcement Officer and consultation by the Commanding Officer with the Chief Law Enforcement Officer with respect thereto .

2. Notice and cooperation for claims of employment discrimination or harassment. Each Participating Agency accepts responsibility for responding to claims by its own employees for employment discrimination or harassment pursuant to their own policies for the management of human resources, and agrees to inform the other parties to this Participation Agreement of such a complaint, and agrees to reasonably cooperate in investigation of such complaint(s).

E Funding: Funding for the RTIC shall be provided by a combination of monetary and/or in-kind funding from Participating Agencies; federal, state and local government grants and private contributions; and funding budgeted and appropriated by the City of O'Fallon.

1. Participating Agency Funding: Participating Agencies may, at their discretion, provide monetary or in-kind contributions in support of the operations, capabilities, and ongoing development of the RTIC. In-kind contributions may include, but are not limited to, equipment, software licensing, personnel resources, facility space, or technical services. All such contributions shall be documented and acknowledged by the RTIC Operations Board and shall be utilized in a manner consistent with the mission and operational needs of the RTIC, subject to applicable policies, agreements, and governing laws.
2. Each Participating Agency assigning qualified personnel to serve in the RTIC in accord with Section (D), above, shall be solely responsible for their employees' pay and benefits for serving in the RTIC, including any overtime compensation, off-duty call out compensation and worker's compensation coverage. Each Participating Agency accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for personnel assigned to the RTIC. RTIC Staff Members are responsible for complying with their employing Agency's procedures for overtime approval, and O'Fallon agrees to facilitate compliance with those procedures whenever reasonably possible.
3. Federal, State and Local Grants: All applications for federal, state and local grant funding in support of RTIC operations shall be prepared and submitted by the RTIC in coordination with the O'Fallon Police Department. The O'Fallon Police Department shall serve as the designated grant administrator and fiscal agent, responsible for ensuring compliance with all applicable grant requirements, reporting obligations, and audit standards. The RTIC and the O'Fallon Police Department shall further manage ongoing compliance with grant guidelines and address any administrative, financial, or programmatic issues that may arise throughout the grant period.
4. Annual Budget: The RTIC is an operational component of the O'Fallon Police Department. RTIC expenditures and funding are subject to annual budgeting process of the City of O'Fallon and the O'Fallon Police Department. Accordingly, all O'Fallon

funds appropriated in support of RTIC operations shall be reviewed, authorized, and administered in accordance with the City of O'Fallon's established budgeting processes, policies, and applicable financial regulations.

- F. **Equipment:** All equipment procured by or through the RTIC in furtherance of its mission shall be maintained by RTIC personnel. Use of such equipment shall be coordinated through the RTIC to ensure alignment with operational objectives, interoperability, and security standards. Equipment wholly purchased independently by one or more Participating Agencies outside the scope of this MOU and offered for use by the RTIC may be utilized in support of RTIC operations. However, the ownership of such equipment shall remain with the purchasing agency. The RTIC shall serve as the primary designee responsible for the integration of all software and hardware systems in the RTIC infrastructure and among Participating Agencies. All integration efforts shall be coordinated through the RTIC to ensure compatibility, security, and effective operation across all jurisdictions.
1. **LPR Trailer:** One or more Participating Agencies may, by mutual agreement, jointly purchase or lease, one or more License Plate Reader (LPR) trailer(s) for use by the RTIC to further support shared operational goals. Operational responsibility for such an LPR trailer shall be transferred to the RTIC. The RTIC shall assume responsibility for its maintenance, integration, and coordinated deployment while the equipment is under the RTIC's control. Deployment of jointly acquired LPR trailers shall be managed by the RTIC based on operational requests from Participating Agencies and in accordance with RTIC deployment protocols.
 2. **Drone as First Responder (DFR):** One or more Participating Agencies may agree to fund, the purchase, deployment, or expansion of the Drone as First Responder (DFR) program. The RTIC may agree to act as the Flight Operations Center for that DFR program. If so, the RTIC shall oversee the operation, maintenance, and integration of DFR assets and coordinate their use in alignment with RTIC operational standards and in response to Participating Agency requests. As part of the DFR program, the RTIC will coordinate with Participating Agencies to ensure drone pilots, licensed by their respective agencies, are made available for flight operations.

In the event that a Participating Agency elects to withdraw from participation in the RTIC, and is the sole owner of any equipment deployed for RTIC operations, that Participating Agency shall retain ownership of such equipment upon withdrawal. That equipment shall be removed from RTIC operational control and shall no longer be considered a deployable asset of the RTIC. In the event of dissolution of the RTIC, any equipment owned solely by the RTIC, or jointly by two or more Participating Agencies, shall be returned to the vendor through cancellation of the applicable lease or service agreement. Alternatively, upon agreement of the Participating Agency(ies) owning such equipment, the equipment may be transferred or released to a law enforcement agency for continued public safety use, in accordance with all applicable laws, contractual obligations, and governing policies.

- G. **Training and Memberships:** Each party shall be responsible for any initial and continued education and training of its employees, and related education and training expenses, in

relation to the operations of the RTIC to include applicable professional or specialized association memberships.

1. **Training:** All personnel assigned to the RTIC shall receive initial and continuing education related to the operations of the RTIC. Such training may be hosted by any P.O.S.T.-approved training facility, any course(s) provided by the National Real-Time Crime Center (NRTCC) Association, or other training as may be identified from time to time. At a minimum, twenty-four (24) hours of continuing education will be required for each RTIC Staff Member each year.
 2. **Memberships:** All personnel assigned to the RTIC shall be enrolled into the NRTCC Association upon appointment to the RTIC, cost to be paid by the employing Participating Agency.
- H. **Data Breach:** All data accessed, collected, stored, or disseminated through the RTIC shall be protected in accordance with all applicable local, state, and federal laws, regulations, and recognized Criminal Justice Information System (CJIS) security standards. Each Participating Agency acknowledges the critical importance of safeguarding sensitive law enforcement, investigative, and personally identifiable information to ensure operational integrity, officer safety, and public trust. In the event of any actual or suspected data breach, unauthorized access, or compromise involving RTIC systems or shared data, it shall be the responsibility of the RTIC, in coordination with the O’Fallon Police Department, to promptly investigate the incident and provide all required notifications to affected Participating Agency(ies), regulatory authorities, and any other entities as mandated by applicable state and federal data breach notification requirements.
- I. **Policy and Supervision:** Each RTIC Staff Member shall be an employee of the Member’s Participating Agency, and not of the RTIC. RTIC Staff Members shall comply with the personnel policies of the Member’s Participating Agency. In the performance of their duties for the RTIC, RTIC Staff Members shall abide by the policies and procedures established by the Board. RTIC Staff Members shall also abide by O’Fallon Police Department’s policies related to RTIC operations while engaged in RTIC activities. Those policies and procedures are incorporated herein by reference and may be amended by the O’Fallon Police Department from time to time, and the O’Fallon Police Department shall distribute copies of said policies and procedures to all Participating Agencies. Any modifications of said policies and procedures shall be provided to the Chief Law Enforcement Officer of a Participating Agency upon request. In the case of any conflict between RTIC Board policy and O’Fallon Police Department policy, the policy adopted by the Board shall govern.
- J. **Liability:**
1. **Minimum Limits of Insurance.** Each Participating Agency shall maintain Commercial General Liability, Law Enforcement Liability, Motor Vehicle Liability, and Public Entity Management Liability insurance policies and/or self-insurance for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in

Section 537.610 of the Revised Statutes of Missouri, as amended from time to time, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo., as amended from time to time.

2. The insurance shall be maintained in full force and effect at all times during the term of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.
3. Claims Arising from RTIC Operations. O'Fallon does hereby release and agree to defend and hold harmless each Participating Agency and RTIC Staff Member employed by any Participating Agency from and against any and all third-party losses, damages, liabilities, or causes of action, including property damage or injury to or death of persons, and including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from the activities, conduct and actions of the RTIC.
4. Limitations. Notwithstanding any other provision of this Agreement, O'Fallon reserves the right to accept or deny defense on the same terms as it defends and protects its O'Fallon employees pursuant to O'Fallon policy as set from time to time.
 - 4.1 Exception. Anything in this Agreement to the contrary notwithstanding, in no event shall this Agreement be interpreted, construed or applied to require O'Fallon to release, defend or hold harmless any Participating Agency or any employee or official of a Participating Agency for claims arising from actions taken, or failure to take action, by a Participating Agency or Participating Agency's employees or officials with respect to information received by Participating Agency from or through RTIC.
5. Hiring Own Counsel; Effect. Any Participating Agency or RTIC Staff Member shall have the right to retain their own counsel to defend against a claim; but in that event O'Fallon shall be relieved of any obligation of defense imposed by this Agreement.
6. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to O'Fallon or any Participating Agency of a claim by a third party relating to RTIC operation, the notified party shall promptly report said claim to the O'Fallon City Administrator. O'Fallon shall have the primary responsibility to conduct an initial investigation of said claim.
7. Any Participating Agency or RTIC Staff Member seeking the benefit of defense from O'Fallon pursuant to this Agreement shall cooperate with the attorneys or investigators conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence,

attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.

- K. **Additional Agencies.** Additional law enforcement agencies from outside St Charles County which provide person(s) to participate in the RTIC may participate at a liaison level and shall not be represented on the Board and shall have no voting rights as to the operations of the RTIC. State or Federal partners shall be considered liaison agencies for the purpose of membership on the RTIC Board. Additional political subdivisions located in St. Charles County may join this Agreement as additional Participating Agencies upon approval of the City of O’Fallon and the Operations Advisory Board, and due approval and execution of a counterpart of this Agreement on behalf of each new Participating Agency. No party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- L. **Term and Termination:** This Memorandum of Participation shall continue in full force and effect for an initial term of five (5) years from the date of the last execution as shown in the signatures, below (“Initial Term”). This Participation Agreement shall automatically renew for additional terms of three (3) years (each a “Renewal Term”, and collectively “Renewal Terms”) unless one party notifies the other in writing that it declines to renew the Agreement at least ninety (90) days before the expiration date of the Initial Term or the then current Renewal Term. Provided, however, that either party may terminate this Memorandum of Participation for convenience at any time during the Initial Term or the then current Renewal Term by providing written notice the other party no less than ninety (90) days prior to the effective date of termination.
- M. O’Fallon and Participating Agencies by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Memorandum and to fully perform their obligations hereunder. Each person executing this Memorandum warrants and represents that they have the authority to execute this Memorandum in the capacity stated and to bind the respective party. A copy of this Memorandum and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective City Clerk for each Party, and shall be exchanged between the Parties upon execution.
- N. **Miscellaneous:**
1. This Memorandum shall be interpreted under the laws of the State of Missouri. In the event any provision of the agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the same shall not prevent or affect the validity and enforceability of the remaining provisions.
 2. This Memorandum may be executed in one or more counterparts, the combination of which shall be considered one original document.

3. No portion of this Memorandum or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with the written consent of the other party hereto or except as otherwise specifically provided for herein.
4. Nothing herein shall be construed to give any rights or benefits to anyone other than the Parties hereto.
5. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and delivered in person, or sent certified, return receipt requested, via United States mail, or via facsimile transmission, to the City Administrator for the City of O'Fallon, and the chief administrative officer of Participating Agency.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF PARTICIPATION ON THE DATES HEREINAFTER SET FORTH.:

CITY OF O'FALLON, MO.

By:

Michael Snowden, City Administrator

Date

CITY OF COTTLEVILLE, MO.

By:

[Name/Title]

Date

Draft

CITY OF LAKE ST. LOUIS, MO.

By:

[Name/Title]

Date

Draft

CITY OF ST. CHARLES, MO.

By:

[Name/Title]

Date

Draft

CITY OF ST. PETERS, MO.

By:

[Name/Title]

Date

Draft

EXHIBIT "A" RESPONSIBILITIES OF THE COMMANDING OFFICER

1. **Supervision of RTIC personnel:** Personnel assigned to the unit shall be subject to the direct supervision and control of the Commanding Officer. In this role the Commanding Officer shall also ensure the member working at the RTIC understands and complies with RTIC policies and procedures.
2. **Updates:** Ensure that policies and procedures are updated and revised in accordance with all applicable laws.
3. **Liaison:** Shall serve as the principal liaison between the RTIC and participating and outside agencies; and shall be responsible for maintaining regular liaison and communication with the Board.
4. **Maintenance and upkeep of property:** Shall be responsible for the maintenance and upkeep of the RTIC property, equipment, and office space.
5. **Training:** Oversee the establishment and maintenance of proper training for the personnel assigned to the RTIC.
6. **Scheduling:** The RTIC will operate during fluctuating hours of the day and days of the week based on a number of factors including, but not limited to, peak activity, special events, natural disasters, scheduled task force deployments and training evolutions. As such, scheduling will be created by the Commanding Officer in as equitable and balanced manner as feasible.