



**CITY OF VALLEY PARK  
SPECIAL BOARD OF ALDERMEN MEETING  
AT 7:00 P.M. ON JUNE 29, 2020  
VIA VIDEO CONFERENCING (ZOOM)  
PURSUANT TO RSMO 610.015  
VALLEY PARK CITY HALL, 320 BENTON  
STREET, VALLEY PARK, MISSOURI 63088**

**\*\*\*\* AGENDA\*\*\*\***

- 1. ROLL CALL**
- 2. APPROVAL OF MINUTES**
  - a. 05-04-2020 Finance, Ways and Means Committee Meeting
- 3. NEW BUSINESS**
  - a. St. Louis County Police Contract
  - b. Bill 2240 - FY 2020-2021 Budget Approval
  - c. Bill 2241 – FY 2020 2021 Salary Ordinance
  - d. Resolution 6-29-2020-1 Real WC Soccer Club Agreement
  - e. Resolution 6-29-2020-2 Memorandum of Understanding – Simpson Material
- 4. REPORTS**
  - a. City Attorney Report – Tim Engelmeyer
  - b. City Clerk Report – Dusty Hosna
  - c. Public Works Report – Gerald Martin
  - d. Community Development Report – Gil DeNormandie
  - e. Police Report – Lt. Francis Gomez
  - f. Mayor Report – Mayor Webster
- 5. ADJOURNMENT**

**Finance Ways and Means Committee Minutes  
May 21, 2020**

At 6:02 P.M. the meeting was called to order and all in attendance recited the Pledge of Allegiance.

Committee members in attendance were Alderman Young, Alderman Halker and Alderman White. Alderman Reynolds absent.

Mayor Webster, Dusty Hosna and Tim Engelmeyer were also in attendance.

The City Clerk presented the health care renewal to the FWM Committee. Suzanne Ruhman our Healthcare Benefit Coordinator provided information on the UHC Current Plan, the UHC Mapped Renewal and the UHC Option 1 plan. The FWM Committee decided to not take action at this time and to get input from all Board of Alderman members. Suzanne Ruhman stated the FWM committee would need to decide by June 15, 2020.

The City Clerk presented the St. Louis County Police Contract renewal in the amount of \$1,605,308.00. He stated that the City of Valley Park had entered into a five-year contract with St. Louis County to cap expenses at no more than 5%. We are in year 3 of that contract. If the City of Valley Park did not enter into this 5-year contract, our renewal would have been \$142,417.56 more. Alderman White made a motion to accept the St. Louis County Police renewal in the amount of \$1,605,308.00. Alderman Halker seconded. All in favor 3-0, one absent.

At 7:04 P.M. Alderman Halker made a motion to adjourn. Alderman White seconded. All in favor, motion carried.

Respectfully submitted,  
Jon Young, FWM Chairman

## **Finance Ways and Means Committee Minutes**

**June 11, 2020**

At 7:28 P.M. the meeting was called to order and all in attendance recited the Pledge of Allegiance.

Committee members in attendance were Alderman Young, Alderman Reynolds, Alderman Halker and Alderman White.

Mayor Webster, Alderman Rauls, Alderman Walker, Alderman Bowen and Alderman Rose were also in attendance.

Dusty Hosna and Tim Engelmeyer were also in attendance.

Alderman White made a motion to approve the UHC Option 1-BR-X7 Rx 614health insurance, Delta Dental renewal, Basic Life/AD&D Benefit and Long and Short Disability. Alderman Reynolds seconded. All in favor, motion carried.

At 7:40 P.M. Alderman Halker made a motion to adjourn. Alderman Reynolds seconded. All in favor, motion carried.

Respectfully submitted,

Jon Young, FWM Chairman

**Finance Ways and Means Committee Minutes**  
**June 25, 2020**

At 7:00 P.M. the meeting was called to order and all in attendance recited the Pledge of Allegiance.

Committee members in attendance were Alderman Young, Alderman Rose, Alderman Halker and Alderman White.

Mayor Webster, Alderman Rauls, Alderman Walker and Alderman Bowen were also in attendance.

Dusty Hosna, Tim Engelmeyer, Gerald Martin, Gil DeNormandie, Angela Turner and Rose Legrand were also in attendance.

Alderman Halker made a motion to approve the Finance Ways and Means Committee minutes from June 11, 2020. Alderman Rose seconded. All in favor, motion carried.

The City Clerk presented a recap of the 2019/2020 budget. He announced the General Fund had a surplus of \$108,807.28. The City Clerk presented a recap of the sanitation Fund. The FWM Committee announced that they would address this at their meeting in July 2020.

The City Clerk presented a balance budget of the General Fund for 2020/2021. Due to the Covid 19 impact on sales tax, the revenue projections were much lower. Because of lower revenue projections, all departments presented lower expenses for next year budget. The FWM Committee agreed to revisit and modify the budget in September 2020 once actual numbers of revenues are reported.

Alderman Halker made a motion to recommend the General Fund and Sanitation Fund budget to the Board of Alderman. Alderman White seconded. The City Clerk will present the Special Funds budget to FWM Committee on June 29, 2020.

At 8:04 P.M. Alderman Halker made a motion to adjourn. Alderman White seconded. All in favor, motion carried.

Respectfully submitted,  
Jon Young, FWM Chairman



Saint Louis  
**COUNTY**  
**POLICE**

*Colonel Mary Barton*  
*Chief of Police*  
7900 Forsyth Boulevard  
St. Louis, Missouri 63105  
Voice/TTY (314) 889-2341

May 20, 2020

Honorable Chandra Webster  
Mayor, City of Valley Park  
320 Benton Street  
Valley Park, MO 63088

Dear Mayor Webster:

In accordance with the Police Service Agreement between the St. Louis County Police Department and the City of Valley Park, the Agreement will enter the Third Renewal Term for the period July 1, 2020 through June 30, 2021. The adjusted cost for this term will be \$1,605,308 or a monthly cost of \$133,775.67. The cost increase was capped at 5% per the Agreement and the increase is largely due to higher salary/fringe benefits. Please review the enclosed Police Service Agreement Explanation of Costs sheet and feel free to contact me for further explanation if desired.

I will make the necessary notifications for St. Louis County Fiscal Services to adjust the monthly billing amount beginning with the July invoice. No additional documentation will follow as your normal billing cycle will remain in effect reflecting the above change.

Thank you once again for the opportunity to serve the City of Valley Park. We will strive to meet your needs as growth continues in the City. Your longstanding partnership is appreciated. If there are any questions, please feel free to call me at (314) 615-0184.

Sincerely,

Lieutenant Aaron Schafer  
Commander  
Police Contract Services Unit

cc. Chief Mary Barton  
Enclosures



*"Committed to Our Citizens Through Neighborhood Policing"*

St. Louis County Police Department  
 Police Service Agreement Explanation of Costs  
 CITY OF VALLEY PARK  
 Contract Term: July 1, 2020 to June 30, 2021

	<u>2020 Contractual</u> <u>Cost*</u>	<u>2020 Calculated</u> <u>Cost</u>
I. Police Officer(s) (14)		\$1,664,432.00
II. Supplemental Supervisory Costs		\$0.00
III. Support and Indirect Costs		\$40,065.00
IV. Office Administrator		\$0.00
V. Court Protection and Security		\$4,513.68
VI. Council Meeting Protection and Security		\$0.00
VII. Precinct Station Lease/Phone/Maintenance		\$0.00
Total Cost (12 Months)*	<u><b>\$1,605,308.00</b></u>	<u>\$1,709,010.68</u>
Monthly Cost	<b>\$133,775.67</b>	\$142,417.56

Included in the costs of a police officer are essential service components: supervision, marked patrol vehicle usage, and criminal investigation resources.

\*Per the Police Service Agreement, costs for the Third Renewal Term are capped at a 5% increase from the prior term, resulting in an annual cost of \$1,605,308 or \$133,775.67 monthly.

The St. Louis County Police Department is a Full-Service Police Department that is Internationally-Accredited through CALEA (Commission on Accreditation for Law Enforcement Agencies).



\*\*\*\*\*

A SPECIAL ORDINANCE APPROVING THE 2020-2021 FISCAL BUDGET OF THE CITY OF VALLEY PARK, MISSOURI, APPROPRIATING FROM THE REVENUE OF THE CITY REQUISITE FUNDS THEREFORE, PROVIDING FOR THE ADJUSTMENTS THEREOF AND PROVIDING FOR THE SALARIES OF THE CITY EMPLOYEES.

\*\*\*\*\*

Whereas, pursuant to Missouri Law and the Ordinances of the City of Valley Park, Missouri, the Board of Aldermen will vote on an established budget for the fiscal year 2020-2021.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF VALLEY PARK, MISSOURI AS FOLLOWS:

**Section One**

That the Annual Fiscal Budget of the City of Valley Park, Missouri, submitted by the Mayor and attached hereto and made a part hereof, is by this ordinance approved, and is hereby apportioned from the revenue of the City, for the purpose of providing for the expenses set forth in said Budget for the 2020-2021 year, beginning July 1, 2020 and ending June 30, 2021.

**Section Two**

The amounts apportioned for each Activity shown in the attached Annual Fiscal Budget shall not be increased or decreased except by Motion by the Board of Aldermen duly made and adopted, but the several objects of the expenses comprising the total appropriation for any Activity may be increased or decreased at the discretion of the Mayor, providing that said adjustment shall not increase the total appropriation for the Activity.

**Section Three**

The salaries of the officers and employees of the City of Valley Park shall be as specified in the 2017-2018 Budget for unclassified employees and for classified employees pay range assigned by the 2020-2021 Budget, in accordance with the Pay Classification Plan attached to this ordinance and made a part hereof, and designated as Appendix A.

**Section Four**

All Revenue of the City of Valley Park not appropriated by this ordinance and any amount appropriated by this ordinance and not disbursed shall be expended or kept as directed by the Board of Aldermen.

**Section Five**

This ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED THIS 29<sup>th</sup> DAY OF JUNE 2020.

\_\_\_\_\_  
Mayor Chandra Webster

To approve Bill #2240

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

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

	<u>Aye</u>	<u>Nay</u>
Reynolds	___	___
Halker	___	___
Walker	___	___
White	___	___

	<u>Aye</u>	<u>Nay</u>
Rauls	___	___
Bowen	___	___
Young	___	___
Rose	___	___

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

ATTEST:

\_\_\_\_\_  
Dusty Hosna  
City Clerk



.....

AN ORDINANCE REGARDING  
THE SALARIES OF OFFICERS AND EMPLOYEES OF THE CITY OF VALLEY PARK, MISSOURI  
EFFECTIVE JUNE 29 2020, AND REPEALING PRIOR INCONSISTENT ORDINANCES

.....

BE IT ORDAINED, by the City of Valley Park, Missouri, as follows:

**Section One**

The following pay schedule is hereby adopted effective on the 29th day of June, 2020. All prior ordinances inconsistent herewith are hereby repealed.

**ELECTED OFFICIALS, APPOINTED OFFICIALS AND  
DEPARTMENT HEADS**

	<b><u>Annual</u></b>	<b><u>Pay Period</u></b>
Aldermen	\$4,800.00	Monthly
Mayor	\$9,600.00	Monthly
Marshal	\$120.00	Monthly
City Attorney	\$125.00/per hour	Monthly
Emergency Mgmt. Dir.	\$2,280.00	Monthly
Judge	\$10,200.00	Monthly
Collector	\$120.00	Monthly
Treasurer	\$1,020.00	Monthly
City Clerk	\$51,387.28 to \$59,951.83	Weekly
Public Works Director	\$49,473.51 to \$64,000.00	Weekly
Community Development Director	\$49,473.51 to \$64,000.00	Weekly
Prosecuting Attorney	\$9,600.00	Monthly
<b><u>Administrative</u></b>		
	<b><u>Hourly Range</u></b>	<b><u>Annual</u></b>
Accountant/Bookkeeper	\$15.00 to \$23.00	\$31,200 to \$47,840
Office Manager	\$15.00 to \$24.00	\$31,200 to \$49,920
Office Assistant (Part Time)	\$10.00 to \$16.00	
<b><u>Street Department</u></b>		
	<b><u>Hourly Range</u></b>	<b><u>Annual</u></b>
Skilled Crew Coordinator	\$15.00 to \$24.00	\$31,200 to \$49,920
Skilled Mechanic	\$15.00 to \$24.00	\$31,200 to \$49,920
General Labor	\$12.00 to \$23.00	\$24,960 to \$47,840
Equipment Operator	\$15.00 to \$24.00	\$31,200 to \$49,920

### Parks Department

	<u>Hourly Range</u>	<u>Annual</u>
Skilled Crew Coordinator	\$15.00 to \$24.00	\$31,200 to \$49,920
General Laborer	\$12.00 to \$24.00	\$24,960 to \$49,920
Laborer (Part Time)	\$10.00 to \$15.00	

### Sanitation

	<u>Hourly Range</u>	<u>Annual</u>
Trash Crew Leader	\$15.00 to \$25.00	\$31,200 to \$52,000
Operator	\$15.00 to \$24.00	\$31,200 to \$49,920

### Court

	<u>Hourly Range</u>	<u>Annual</u>
Court Administrator/Archive Clerk (FT)	\$15.00 to \$23.00	\$31,200 to \$43,680
Prosecutor's Assistant (PT)	\$15.00 to \$23.00	

The Prosecutor's Assistant position is 15 hours per week.

### Code Enforcement

	<u>Hourly Range</u>	<u>Annual</u>
Code Enforcement Officer (PT)	Up to \$26.00	Up to \$40,560

Code Enforcement Officer position will not work more than 30 hours per week

### Section Two

\*\*\* All Administrative, Street Department, Parks Department, and Sanitation employees shall be paid weekly. All Appointed and Elected Officials shall be paid as laid out above.

Any new employee will be placed on six (6) months' probation with a review every two (2) months. Salary for probationary employees is to be 80% of full pay for first three (3) months, 90% of full pay for second three (3) months, and full pay at six (6) months employment. **New employees will not receive benefits (health insurance, dental insurance, life insurance) until after completing a thirty (30) day waiting period.**

### Section Three

The City Attorney shall be paid at the rate of \$125 per hour. The City attorney shall handle all duties assigned by the Mayor and/or Board. Unless otherwise instructed, the city Attorney is expected to attend two (2) Board of Aldermen meetings and one (1) Planning and Zoning Meeting on a monthly basis. The Prosecuting Attorney's compensation is based on attendance at Municipal Court together with processing information and recommendations. Time expended on expungements, appellate matters and/or certified jury trials to be expended at the same rate as the City Attorney.

### Section Four

All overtime and holiday pay shall be paid at an hourly rate computed by dividing the regular weekly salary by the total number of hours which an employee works during his or her normal week and multiplying said hourly rate by one and one-half (1-1/2) and shall be paid in addition to but at the same time as the regular salary payment.

**Section Five**

Every full-time employee shall accumulate seven (7) days of sick leave for each full year of employment up to a maximum of one-hundred and twenty (120) days. Upon retirement only, accumulated sick pay will be compensated for at the 25% rate.

**Section Six**

All full-time employees shall receive vacation time as follows:

<b><u>Length of Service</u></b>	<b><u>Annual</u></b>
1 year of service (6 months completed)	40 hours
2 through 8 years	80 hours
9 through 15 years	120 hours
16 through 19 years	180 hours
20 years of service and upward	200 hours

**Section Seven**

All full-time employees shall receive ten (10) paid holidays as set forth by the Board of Aldermen.

**Section Eight**

The Department Head of any department in the City may authorize no more than three (3) calendar days leave, from the date of death to the date of funeral as needed, in the event of the death of a wife, husband, mother, father, brother, sister, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step child, step father, step mother, mother-in-law, father-in-law, or grandparent of the employee. Such leave shall not be deducted from either sick leave or vacation leave and shall be at the discretion of the Department Head.

**Section Nine**

At the time of passage, the City shall prepare and attach Exhibit A to this Ordinance establishing the exact rate for each employee for that fiscal year within the established range. Any new hires will be subject to the range as laid out herein.

**Section Ten**

This Ordinance shall become effective from and after its passage and upon its approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Chandra Webster

To approve Bill #2241

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

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

	<u>Aye</u>	<u>Nay</u>		<u>Aye</u>	<u>Nay</u>
Reynolds	___	___	Rose	___	___
Halker	___	___	Rauls	___	___
Walker	___	___	Young	___	___
White	___	___	Bowen	___	___

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

ATTEST:

\_\_\_\_\_  
Dusty Hosna  
City Clerk

**RESOLUTION NO. 06-29-2020-1**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH REAL WC ST. LOUIS SOCCER CLUB**

**WHEREAS**, the City of Valley Park has designed and constructed six (6) soccer/lacrosse fields and four (4) baseball/softball fields for use by the public; and

**WHEREAS** the City of Valley Park has been approached by various organizations desiring to use these fields for a fee; and

**WHEREAS**, following negotiation, staff has fully vetted the various proposals received by the city; and

**WHEREAS**, staff is recommending Real WC Soccer Club be selected as their proposal satisfies the city's needs financially while also allowing for a sufficient resident and local high school use.

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

**Section 1.** The Mayor is instructed and authorized to execute the contract attached as Exhibit A to this resolution that will allow Real WC St. Louis Soccer Club to begin operations in earnest on July 1, 2020.

**Section 2.** This resolution shall become effective from and after its passage and upon approval by the Mayor.

**PASSED** by the Board of Aldermen of the City of Valley Park, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chandra L. Webster, Mayor

ATTEST:

\_\_\_\_\_  
Dusty Hosna, City Clerk



## REAL WC ST. LOUIS SOCCER CLUB FACILITY AGREEMENT

**THIS Real WC FACILITY AGREEMENT** (this “**Agreement**”) is entered into as of this 1<sup>st</sup> day of July, 2020, by and between the **CITY OF VALLEY PARK** (the “**City**”), in the State of Missouri and **REAL WC ST. LOUIS SOCCER CLUB** (the “**Facility User**”), (“**RWC**”) a 501-C3 nonprofit corporation organized under the laws of the State of Missouri. The City and Facility User are sometimes collectively referred to herein as the “**Parties**,” and individually as a “**Party**,” as the context may require.

### RECITALS:

- A.** The City desires to maintain and further develop its Meramec Levee Recreational Park Recreational complex consisting of baseball/softball, soccer and other recreational Facilities (the “**Valley Park Complex**”) for the use of citizenry.
- B.** For the purposed of this Agreement, the area of consequence is currently classified as soccer fields 1, 2, 3, 4, 5 and 6 and the immediate surroundings as shown in Exhibit A that is Attached.
- C.** The Facility User desires to utilize the RWC Facility portion of the Valley Park Complex to host soccer practices and matches and in consideration of such use, agrees to operate and maintain the RWC Facility as described in this Agreement.
- D.** Field 1 will be used for REAL WC Lacrosse practice and games. Expanding the complex into another community sport.

### AGREEMENT:

**NOW, THEREFORE**, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

#### Section 1. Representations and Warranties of the City.

(a) The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with said terms. The City has complete control of concessions and sale.

**Section 2. Expenses of the RWC Facility.** The Parties acknowledge that the City will Responsible for the upkeep and maintenance of the facility, including but not limited to the regular mowing normally on Mondays and Fridays as per the City's normal park operations and maintenance of the Valley Park Complex. Field 1 is playable for Lacrosse. Fields 2 & 3 are being treated at this time and will be usable. If usable the City will rate the time not used with RWC. The condition of the fields shall be agreed to by both parties. Any additional Maintenance request shall be provided by RWC with the permission of Valley Park.

The Facility User agrees to cooperate in furtherance of the delivery of the upkeep and maintenance of RWC Facility, as may reasonably be requested by the City. The City has provided soccer goals on Fields 4, 5 & 6 to be used on all fields.

A. The will not provide lacrosse goals for this purpose. RWC will use their own goals and will have RWC labels on them and they do NOT become property of the city.

The City will be responsible for certain other Expenses, as outlined in **Section 3 (a) (i)**, below.

**Section 3. Operation and Maintenance of the RWC Facility.** The Valley Park Complex, including RWC Facility, will continue to be operated and maintained in accordance with the following terms:

(a) **Permit.** The City hereby grants the Facility User a permit (the "RWC Facility Permit") to Lease, use, operate and maintain the RWC Facility subject to the terms of this Agreement. The RWC Facility Permit shall allow the Facility User to:

(i) Subject Section 4 below, host soccer practices and matches at the RWC Facility provided that no use of the RWC Facility will be permitted during times that the Valley Park Complex is closed to the public, including but not limited to overnight use or during a flood event. Soccer practices will generally be held on weekdays normally from 6-9 pm each weekday and 8am-9pm on weekends. The City will monitor all fields as to not over use. Matches would generally be held on weekends at various times. Match times are generally dictated by The ST. Louis Youth Soccer Association's ("SLYSA") soccer league schedules. Some matches may be played on weekdays at the RWC Facility, subject to them being scheduled during the Valley Park Complex's times of operation unless the City agrees to later times; RWC has the right to use 7 days a week, 365 days, but subject to City's approval. RWC also knows there are times **RWC must work around the Valley Park High School schedules and City events.** The city will receive 10% of revenue on any soccer matches that we receive monies from matches played in the SLYSA league. A revenue league game statement will be provided to the city twice a year for these payments following the season.

(ii) Store equipment, such as soccer training equipment, Lacrosse EQUIPMENT or light towers (if any), at Locations within or in close proximity to the RWC Facility or elsewhere on the Valley Park Complex that are mutually acceptable to the City and the Facility User and which do not interfere with the City's operation of the Valley Park Complex as a public park (provided, however, that the Facility User will be solely responsible for any damage or theft of its equipment stored at the RWC Facility or elsewhere on the Valley Park Complex); and

(iii) Display permanent signs and/or banners that direct attention to the areas

That are part of the RWC Facility. Display temporary banners and signs relating to any event hosted by the Facility User and its sponsors that are compliant with the terms of this Agreement. All temporary banners and signs will be removed by the day after such events or within a reasonable time thereafter. All banners and signs must comply with any applicable City ordinance or regulation. Some seasonal/yearly banners or signs currently have approval from the city by RWC.

- (b) **Maintenance.** In consideration of the RWC Facility Permit, the RWC Facility shall be maintained as follows:
  - (i) The City, as per its park maintenance system, shall regularly mow within the RWC Facility as well as mow the RWC Facility's immediate surrounding areas. The Facility User will line stripe the soccer fields/Lacrosse as needed for the RWC needs. However, the City will line fields for their needs or High School usage for practices or games.
  - (ii) Whenever the Facility User has official matches, the City agrees to mow Monday and Fridays the relevant playing surfaces or as both parties agree.
- (c) **Lighting charges.** The Parties acknowledge that lighting service for the RWC Facility will be provided through portable light towers by RWC. At some point the city plans to have permanent lighting poles but the time frame is unknown and maybe years away. The RWC crank up lights are for RWC teams only and not for use by the city or high school unless written permission is given by RWC.
- (d) **Sanitation.** The parties acknowledge that for health and sanitation reasons temporary restrooms for the fields will be needed. RWC will provide 3 portable restrooms with a weekly clean schedule from July 1st – November 30th. No restrooms provide from December 1st – February 30th. Those winter months are consider closed with very limited use. Portable restrooms will be placed back on field from March 1st – July 1 which at that time each new season begins the repetitive cycle. Each field with a portable restroom in use will have a wash station or hand sanitizer. The city may also add portable restrooms for their needs for high school and city events.
- (e) **Post Event Clean-Up.** The City shall provide and place an appropriate number of trash receptacles in accessible locations within the RWC Facility. The City shall be responsible for emptying and removing all trash from its trash receptacles as part of its regular park maintenance. RWC shall empty the trash bags/cans in the onsite city dumpster each Monday morning. The city shall provide all trash bags to RWC for that purpose. RWC shall help pick up sticks and small debris after floods. No repair or major repair beyond our youth club abilities, example grading, filling dirt sand, sprinkler repair, goal repair, ect.

#### **Section 4 Use of RWC Facility by the City and Valley Park Visitors.**

- (a) The Facility User shall notify the Parks Director of the specific days, times, and portions of the RWC Facility that the Facility User intends to use. (Seasonal schedule). If a third party is using the field(s), the parties agree that the park ranger/police may be used to remove any third-party user that directly interferes with the scheduled use of the RWC facility by the facility user.
- (b) The Facility User acknowledges that the City of another city entity, such as Valley Park High School, may from time to time, host community events, including but not limited to concerts, outdoor movies, Valley Park High School soccer practices and games, festivals at the Valley Park Complex. The City and the Facility User shall cooperate in good faith regarding the schedule of any community event that might impact the use of the RWC Facility by the facility user. Fields shall be made available to residents as requested. RWC should be notified (2 weeks notice) so we can adjust our practice or game schedules and RWC would receive a credit should we not be able to use a time slot we had paid for. The city shall take reasonable care during any such community event to prevent damage to the RWC facility. The City shall also be responsible for any damages to the playing surfaces during such events and would be expected, in good faith, to repair any such damages on a timely basis.



### **Section 5 Financial Lease Agreements**

- (a) The parties agree that the facility user shall lease the RWC facility from the city for a three year period. The facility user shall pay an annual fixed cost (annual lease payment) for the use of the RWC facility each fiscal year (July 1<sup>st</sup>-June 30<sup>th</sup>) to the city for each year of this agreement. The facility user shall pay this annual lease payment no later than July 31<sup>st</sup> each year.
- (b) City fields 1,2,and 3 at \$6,000 per field, per year (3 years/\$54,000)
- (c) City fields 4,5, and 6 at \$6,500 per field, per year ( 3 years/\$58,500)
- (d) City fields 1, 2, and 3 will require over seeding and additional fertilization provided by the city during summer 2020 just to get them ready for the fall in the Blue grass.
- (e) City fields 1 through 3 will require some weed treatment provided by the city.
- (f) City fields 4 through 6 will require some weed treatment provide by the city and back up to normal standards. An additional round of fertilization maybe required mid-summer. On field 4 through 6.
- (g) Payment: RWC agrees to make 2 yearly payments to the city. The first payment of \$18,750.00 will be on July 1st and the second payment of \$18,750 on January 1st.

### **Section 6 Insurance. The facility user shall maintain the following insurance policies throughout the term of this Agreement:**

*General Liability.* The facility user shall maintain a general liability policy. The certificate of insurance will be held through the facility user's member organization, the Missouri Youth Soccer Association ("MYSA"). Any such policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least 10 days' prior written notice to the City. The City shall be listed as an additional insured (certificate holder) on such policy and the facility user shall provide certificates of insurance as evidence of compliance with this subsection. The certificate must be provided simultaneously with the execution of this agreement and upon renewal of any existing insurance policy or procurement of any new insurance policy.

### **Section 7 Event of Default; Remedies; and Early Termination.**

- (a) If either party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement and such non-compliance continues for 30 days after the non-defaulting party has given written notice to the defaulting party of specifying such default and an opportunity to cure, such event shall constitute an "Event of Default" under this agreement.
- (b) If any Event of Default has occurred and is not remedied 30 days after notification as specified in (a) above then the non-defaulting party may (i) terminate this agreement or (ii) by mandamus or other suit, action or legal proceeding or in equity, compel the defaulting party to perform the duties and obligation, required by the provisions of this Agreement. The rights and remedies reserved by the parties under this Agreement and those provided by law shall be constructed as cumulative and continuing rights. No one remedy shall be exhausted by the exercise of another remedy on one or more occasions.
- (c) Either party, for whatever reason, may terminate this agreement at any time without penalty as long as the other party agrees to such termination. The party that wishes to terminate the Agreement must provide written notice at least six months prior to such requested termination. Either party has the right to reject early termination of this agreement unless as outlined in (a) and (b) above.

**Section 8 Term of Agreement; Renewal and right of First Refusal.**

- (a) The initial term of this Agreement shall be from its execution until the third anniversary of its execution, unless terminated sooner following an Even of Default as provided in section 7. The parties may mutually agree to extend this Agreement for three year increments by executing the "Renewal Term Agreement" attached here to as Exhibit F.
- (b) If another entity, (a "Third-Party Entity"), makes a request to enter into a lease Agreement with the city for the space occupied by the RWC facility, and offers terms that the city considers to be more favorable to the city than this Agreement, the city shall first offer to allow the facility user to manage and maintain the RWC facility under the same terms offered by the third-party entity. If the facility user is not willing to accept those terms for renewal of the Agreement, the city may contract with the third-party entity at the end of its current Agreement with the facility user and not entity's interest in leasing the space occupied by the RWC facility, and must do so at least six months prior to the termination of the initial term of this Agreement, or the termination of any subsequent renewal Agreement(s) into which the parties might enter. The same right of refusal terms will apply to any subsequent renewal Agreement(s).

**Section 9 Assignment.** This Agreement may not be assigned by the facility user without the prior written permission of the city.

**Section 10 Notices.** Any notice or other communication to be given under this Agreement may be given in writing by mailing or delivering the same as follows:

- (a) To the City:  
City of Valley Park  
320 Benton Street  
Valley  
Park, Missouri 63088  
Attention: Gil DeNormandie, Parks Director
  
- (b) To the Facility User:  
Real WC St. Louis  
1304 West Lark Industrial Drive  
Fenton, Missouri 63026  
Attention: Chris Fuchs, Club Director

**Section 11 Severability; Effect of Invalidity.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected thereby.

**Section 12 Governing Law.** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Missouri.

**Section 13 Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

**Section 14 Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior Agreements, representations, negotiations and understandings, both written and oral, between the city and the facility user with respect to the subject matter of this Agreement. This Agreement shall not be modified except by written Agreement signed on behalf of the city and the facility user by their duly authorized representatives.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the date first written above.

**CITY OF VALLEY PARK**

By: \_\_\_\_\_  
Gil DeNormandie, Parks Director

ATTEST:

By: \_\_\_\_\_  
Dusty, Hosna, City Clerk

**Real WC Soccer Club**

By: Christopher J. Fuchs

Name: Christopher J. Fuchs

Title: Club Director



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 200 ft

# Exhibit A

**RESOLUTION NO. 06-29-2020-2**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SIMPSON MATERIALS TO ESTABLISH THE NECESSARY ZONING REGULATIONS FOR A BOUNDARY ADJUSTMENT AS REQUIRED BY THE ST. LOUIS COUNTY BOUNDARY COMMISSION**

**WHEREAS**, the City of Valley Park, Simpson Materials and the St. Louis County Boundary Commission are in the process of finalizing the boundary adjustment for property owned by Simpson Materials as evidenced by Exhibit A.

**WHEREAS**, the parties recognize the need to memorialize their understanding of the appropriate zoning regulations that will govern the property in Exhibit A once the Boundary Adjustment is approved by the St. Louis County Boundary Commission.

**WHEREAS**, as a part of the submission to the St. Louis County Boundary Commission, the parties must demonstrate to the satisfaction of the Commission both the existing zoning designation and the future zoning designation once the property becomes part of the City of Valley Park,

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

**Section 1.** The Mayor is authorized to enter into a Memorandum of Understanding with Simpson Materials to memorialize the parties' intentions for zoning once the property becomes part of the City of Valley Park as evidenced by Exhibit B.

**Section 2.** The Memorandum of Understanding is to be made a part of the submission to the St. Louis County Boundary Commission.

**Section 3.** This Resolution shall be in full force and effect from and after the date of its passage and approval according to law.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Chandra Webster

(Seal)  
ATTEST:

\_\_\_\_\_  
Dusty Hosna  
City Clerk

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of July \_\_\_\_, 2020, sets forth certain understandings and agreements between Simpson Materials Company, LLC, a Missouri limited liability company ("SMC"), West Outer Road, LLC, a Missouri limited liability company (together with SMC, the "Simpson Parties"), and the City of Valley Park, Missouri, a municipal corporation of the State of Missouri (the "City"), relating to the proposed transfer of jurisdiction of the real property legally described on Exhibit A from St. Louis County, Missouri to the City (the "Proposed Transfer"). The Board of Aldermen of the City previously approved the Proposed Transfer by the passage of Ordinance 2006. The Simpson Parties and the City are sometimes referred to individually as a "Party" and collectively as the "Parties".

1. Application for the Proposed Transfer. The City of Valley Park intends to submit a proposal for the Proposed Transfer to the St. Louis County Boundary Commission ("Boundary Commission"), and the Simpson Parties intend to testify before the Boundary Commission in support of the Proposed Transfer. Each of the Parties will execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this MOU and give effect to the Proposed Transfer.

2. Inspection. Prior to the Effective Date of the Proposed Transfer, the City's code enforcement officer will inspect the Simpson Parties' business operation at the Property and, promptly after completion of such inspection, prepare and deliver to the Simpson Parties a report identifying any conditions which do not comply with the City's municipal code existing at the time of the inspection and such remedial actions required by the Simpson Parties to bring such conditions, if any, into compliance with the City's municipal code. The inspection described in this Section 2 will occur at a time that is mutually agreeable to the Parties.

3. Text Amendment. Concurrently with the pursuit of the Proposed Transfer, the City will submit an application for a text amendment to Chapter 405, Appendix A to the City's municipal code (the "Text Amendment Application") to permit the following uses in the City's PD-I – Planned Industrial District:

- (a) Compost dumps and compost manufacturing;
- (b) Landfills-trash transfer stations; and
- (c) Materials recovery/recycling facilities.

The City will diligently process and review the Text Amendment Application in accordance with the procedures set forth in Chapter 405, Article XII of the City Code.

4. Land Use and Zoning. After the effective date of the Proposed Transfer, the Simpson Parties intend to submit to the City an application for a change in the zoning district designation of the Property to "PD-I – Planned Industrial" (the "Rezoning Application"). The Rezoning Application will include:

(a) a preliminary development plan (the "Plan"), per Chapter 405, Article IV, Section 405.180, showing the existing and proposed conditions on the Property, including, without limitation, the location of all buildings, structures, driveways, curb cuts, sidewalks, parking spaces, trees, retaining walls, berms, drainage and detention areas, storage areas, and open space; and

(b) the list of uses proposed to be permitted at the Property set forth on Exhibit B (the "Permitted Uses").

The City will diligently process and review the Rezoning Application, Plan, and Permitted Uses in accordance with the procedures set forth in Chapter 405, Article XII and Chapter 405, Article IV of the City Code. In processing the Rezoning Application, Plan and Permitted Uses, the City reviews the compatibility of the Permitted Uses with the current and intended use of the Property and the surrounding properties, and the desirability to use flexible techniques of land development and site design to diversify the uses permitted and vary in the relationship of uses, structures, open space and height of structures at the Property to promote cohesive, unified development at the Property.

5. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

6. Due Authorization. This MOU has been approved by the Board of Aldermen of the City by Resolution No. 06-29-2020-2, and such resolution authorizes Mayor Chandra Webster to execute this MOU on the City's behalf.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.

SIMPSON MATERIALS COMPANY, LLC

CITY OF VALLEY PARK, MISSOURI

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

WEST OUTER ROAD, LLC

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

Name: \_\_\_\_\_

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

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



EXHIBIT A

Legal Description

A TRACT OF LAND SITUATED IN U.S. SURVEY 985, U.S. SURVEY 879, AND FRACTIONAL SECTIONS 24 AND 25, TOWNSHIP 44 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND MARKING THE COMMON CORNER TO FRACTIONAL SECTIONS 23, 24, 25, AND 26 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 00 DEGREES 51 MINUTES 55 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1059.27 FEET TO A CONCRETE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 24;

THENCE SOUTH 83 DEGREES 35 MINUTES 35 SECONDS WEST, ALONG THE SOUTH LINE OF SAID U.S. SURVEY 985, A DISTANCE OF 451.34 FEET;

THENCE NORTH 23 DEGREES 10 MINUTES 49 SECONDS EAST, LEAVING THE SAID SOUTH LINE, A DISTANCE OF 1886.11 FEET TO THE SOUTHWESTERN CORNER OF A TRACT OF LAND CONVEYED BY A GENERAL WARRANTY DEED RECORDED IN BOOK 8404 PAGE 320 OF THE OFFICIAL RECORDS OF THE ST LOUIS COUNTY, MO RECORDER OF DEEDS OFFICE, BEING THE EAST LINE OF SAID TRACT;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID TRACT, NORTH 23 DEGREES MINUTES 42 SECONDS EAST, A DISTANCE OF 208. 01 FEET;

THENCE CONTINUING ALONG THE SAID EAST LINE OF TRACT RECORDED IN BOOK 8404 PAGE 320 OF THE OFFICIAL RECORDS OF THE ST LOUIS COUNTY, MO RECORDER OF DEEDS OFFICE, NORTH 16 DEGREES 19 MINUTES 06 SECONDS WEST, A DISTANCE OF 126.73 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN (125 FOOT WIDE) RAILROAD;

THENCE CROSSING SAID RAILROAD RIGHT OF WAY, CONTINUING ALONG SAID EAST LINE, NORTH 16 DEGREES 19 MINUTES 06 SECONDS WEST, A DISTANCE OF 130.71 FEET TO THE NORTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN (125 FOOT WIDE) RAILROAD;

THENCE CONTINUING ALONG SAID EAST LINE OF THE STATE OF MISSOURI LAND, THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 19 MINUTES 06 SECONDS EAST, A DISTANCE OF 1682.96 FEET;

NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, A DISTANCE OF 1337.03 FEET TO THE MERAMEC RIVER;

THENCE ALONG A MEANDER LINE OF THE MERAMEC RIVER, THE FOLLOWING COURSES AND DISTANCES: SOUTH 77 DEGREES 55 MINUTES 30 SECONDS EAST, A DISTANCE OF 943.04 FEET; SOUTH 80 DEGREES 30 MINUTES 30 SECONDS EAST, A DISTANCE OF 1185.96 FEET; SOUTH 78 DEGREES 28 MINUTES 20 SECONDS EAST, A DISTANCE OF 1104.79 FEET; SOUTH 81 DEGREES 20 MINUTES 30 SECONDS EAST, A DISTANCE OF 949.97 FEET; AND SOUTH 83 DEGREES 11 MINUTES 50 SECONDS EAST, A DISTANCE OF 651.17 FEET TO THE WEST LINE OF LAND NOW OR

FORMERLY OF TERRAFIL, INC. AS RECORDED BY DEED IN BOOK 16313, PAGE 823 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID WEST LINE, SOUTH 15 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 2263.71 FEET TO THE NORTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN (125 FOOT WIDE) RAILROAD;

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 15 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 130.46 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN (125 FOOT WIDE) RAILROAD

THENCE CONTINUING ALONG SAID WEST LINE AND THE WEST LINE OF PEARLESS PARK GROUP SUBDIVISION, AS RECORDED IN PLAT BOOK 346. PAGE 567 OF SAID RECORDER'S OFFICE, SOUTH 15 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 193.01 FEET;

THENCE CONTINUING ALONG SAID WEST LINE OF PEERLESS PARK GROUP SUBDIVISION, SOUTH 23 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 786.27 FEET TO THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 78 DEGREES 23 MINUTES 50 SECONDS WEST, A DISTANCE OF 620.53 FEET; AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3004.98 FEET, WITH A CENTRAL ANGLE OF 01 DEGREES 26 MINUTES 51 SECONDS (WHICH CHORD BEARS SOUTH 77 DEGREES 40 MINUTES 24 SECONDS WEST, A CHORD DISTANCE OF 75.92 FEET) THROUGH AN ARC DISTANCE OF 75.92 FEET TO THE NORTH LINE OF LAND NOW OR FORMERLY OF WEST OUTER ROAD, L.L.C. AS RECORDED BY DEED IN BOOK 17922, PAGE 3134 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID CURVE, BEING THE SAID RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 69 DEGREES 19 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 796.88 FEET, A DISTANCE OF 799.23 FEET TO THE POINT OF TANGENCY AT STATION 710+41.37/140' LT; THENCE CONTINUING ALONG THE NORTHWESTERN RIGHT OF WAY LINE OF INTERSTATE 44 NORTH OUTER ROAD, THE FOLLOWING COURSES: 1) SOUTH 61 DEGREES 42 MINUTES 04 SECONDS WEST, A DISTANCE OF 1241.37 FEET TO A POINT AT STATION 698+00/140' LT; SOUTH 61 DEGREES 42 MINUTES 04 SECONDS WEST, A DISTANCE OF 1241.37 FEET TO A POINT AT STATION 698+00/140' LT; 2) SOUTH 80 DEGREES 28 MINUTES 45 SECONDS WEST, A DISTANCE OF 211.24 FEET TO A POINT AT STATION 696+00/208' LT; SOUTH 80 DEGREES 28 MINUTES 45 SECONDS WEST, A DISTANCE OF 211.24 FEET TO A POINT AT STATION 696+00/208' LT; 3) SOUTH 66 DEGREES 39 MINUTES 16 SECONDS WEST, A DISTANCE OF 602.25 FEET TO A POINT AT STATION 690+00/260' LT; SOUTH 66 DEGREES 39 MINUTES 16 SECONDS WEST, A DISTANCE OF 602.25 FEET TO A POINT AT STATION 690+00/260' LT; 4) SOUTH 28 DEGREES 17 MINUTE 56 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT AT STATION 690+00/100' LT; SOUTH 28 DEGREES 17 MINUTE 56 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT AT STATION 690+00/100' LT; 5) SOUTH 61 DEGREES 42 MINUTES 04 SECONDS WEST, A DISTANCE OF 2044.42 FEET TO A FOUND IRON BOLT MARKING THE WEST LINE OF SAID SOUTH 61 DEGREES 42 MINUTES 04

SECONDS WEST, A DISTANCE OF 2044.42 FEET TO A POINT, MARKING THE WEST LINE OF SAID FRACTIONAL SECTION 25; THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 01 DEGREE 04 MINUTES 38 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 302.52 FEET TO THE POINT OF BEGINNING.

## EXHIBIT B

### Proposed Permitted Uses

1. Asphalt and materials mixing plants
2. Retail building materials
3. Wholesale building materials and lumber
4. Building and construction general contracting services
5. Cement mixing
6. compost dumping
7. Concrete mixing and manufacturing
8. Ready-mix plants
9. Concrete construction and paving services
10. Construction, mining, and materials handling machinery and equipment
11. Stone products cutting and manufacturing
12. Landfill and trash transfer stations
13. Lime product mining and manufacturing
14. Wholesale of petroleum
15. Materials recovery and recycling facilities
16. Parks
17. Petroleum bulk stations and terminals
18. Radio transmitting stations and towers
19. Railroad freight terminals
20. Refuse incineration
21. Road maintenance yards
22. Skeet and trap shooting ranges
23. Waste and trash transfer stations
24. Steel pipe and tube manufacturing
25. Steel wire, nail, and spike manufacturing
26. Telephone relay towers
27. Television transmitting stations and relay towers
28. Wholesale construction and lumber materials
29. Electrical generator plants
30. Manufacturing of fabricated structural metal products
31. Manufacturing of fabricated wire products
32. Manufacturing of farm machinery and equipment
33. Gas utility maintenance yards
34. Petroleum refining
35. Storage and warehousing of non-hazardous products
36. Tire cord and fabric manufacturing
37. Tire and inner tube manufacturing
38. Wire products manufacturing