

1. 6:30 P.M. 09/24/2020 SPECIAL Board Of Aldermen Meeting
SPECIAL BOARD OF ALDERMEN MEETING
SEPTEMBER 24, 2020
6:30 PM

To join the meeting via website:

- (1) Go to Zoom at <https://zoom.us>**
- (2) Select Join a Meeting**
- (3) Enter Meeting ID: 827 9285 9848**
- (4) Enter Password: 520767**

To join the meeting by phone call (audio):

- (1) Call 1-312-626-6799**
- (2) When prompted, enter the Meeting ID and Password provided above.**

Documents:

[09 24 20 SPECIAL BOARD MEETING.PDF](#)
[ORD. SPECIAL PROSECUTING ATTORNEY - BEN KLOOS.PDF](#)
[ORD. CARES ACT.PDF](#)

CITY OF FENTON, MISSOURI
AGENDA
SPECIAL MEETING OF THE BOARD OF ALDERMEN
VIA VIDEO/TELECONFERENCE
THURSDAY, SEPTEMBER 24, 2020
6:30 P.M.

Posted at Fenton City Hall on Tuesday, September 22, 2020.

Notice is hereby given that the City of Fenton will hold a Special Meeting of the Board of Aldermen on Thursday, September 24, 2020, 6:30 p.m. at Fenton City Hall, 625 New Smizer Mill Road, Fenton, Missouri via video/teleconference.

In light of the current public health crisis and the Federal, State, and County Emergency Declarations, and in accord with the provisions of Sec. 610.020, RSMo. and the City's policy for meetings via videoconferencing adopted via R-20-01, the Board of Aldermen recognizes that it would be dangerous and impractical, if not impossible, for its meeting to be physically accessible to the public in accordance with the current Social Distancing requirements of the County. The Board also recognizes the need for the public's business to be attended to in order to protect the public health, safety, and welfare. In order to balance both the need for continuity of government and protection of the health and safety of all, this meeting of the Board of Aldermen will not be open to in-person public attendance. The meeting will be accessible by the public in real time ONLY by a video/teleconference call via "Zoom", instruction to join below.

To join the meeting via website:

- (1) Go to Zoom at <https://zoom.us>
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- (3) **Enter Meeting ID: 827 9285 9848**
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To join the meeting by phone call (audio):

- (1) Call 1-312-626-6799
- (2) When prompted, enter the **Meeting ID** and **Password** provided above.

This Special Meeting is being called for:

- **CONSIDERATION OF AN ORDINANCE APPOINTING A SPECIAL PROSECUTING ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SPECIAL PROSECUTING ATTORNEY SERVICES WITH BEN KLOOS.**
- **CONSIDERATION OF AN ORDINANCE REQUESTING THAT ST. LOUIS COUNTY DISTRIBUTE \$47 MILLION OF CARES ACT FUNDS ON A PER CAPITA BASIS TO THE MUNICIPALITIES WITHIN THE COUNTY TO BE USED FOR ELIGIBLE EXPENSES, AUTHORIZING THE MAYOR OF THE CITY OF FENTON, MISSOURI TO ACCEPT CARES ACT FUNDING AND EXECUTE A MUNICIPALITY RELIEF PROGRAM FUNDING AGREEMENT, AND CONFIRMING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS ST. LOUIS COUNTY FROM SUCH DISTRIBUTION.**
- **EXECUTIVE SESSION PURSUANT TO SECTION 610.021(1) LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION...**

Representatives of the news media may obtain copies of this notice by contacting:

Jane Hungler
City Clerk
City of Fenton
625 New Smizer Mill Road
636-343-2080

1st Reading:
2nd Reading:

SPONSOR:

ORDINANCE NO. ____

BILL NO. 20-76

AN ORDINANCE APPOINTING A SPECIAL PROSECUTING ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SPECIAL PROSECUTING ATTORNEY SERVICES WITH BEN KLOOS.

WHEREAS, at the September 24, 2020 Special Meeting of the Board of Aldermen, discussion was held concerning Special Prosecuting Attorney services and the position of Special Prosecuting Attorney; and

WHEREAS, the Mayor would like to appoint Ben Kloos as the City’s Special Prosecuting Attorney with the advice and consent of the Board of Aldermen and, the City now desires to formally engage Ben Kloos, to represent the City; and

WHEREAS, to that end, the City desires to authorize the Mayor to execute a contract with Ben Kloos for Special Prosecuting Attorney services.

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

Section 1. The Mayor with the consent and approval of the majority of the members of the Board of Aldermen does hereby appoint Ben Kloos (“Kloos”) as Special Prosecuting Attorney of the City of Fenton, Missouri who shall serve at the pleasure of the Mayor and Board of Aldermen until terminated by the City or by Kloos. The powers, duties, and compensation of such office shall be as established by Section 125.160, as amended, of the Municipal Code of Fenton and as set forth in the attached Special Prosecuting Attorney Service Agreement which is hereby approved in substantially the form of Exhibit 1 (“Contract for Provisional Prosecutor Services”), attached hereto and incorporated herein by reference.

Section 2. The Mayor is authorized to execute the Special Prosecuting Attorney Service Agreement in substantially the form of Exhibit 1 with Kloos.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor.

ORD. NO. ____

ORD. NO. _____

PASSED this 24th day of September, 2020.

BOB BRASSES, MAYOR

APPROVED this 24th day of September, 2020.

BOB BRASSES, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Absent:

ORD. NO. _____

EXHIBIT 1

Contract for Provisional Prosecutor Services

This Agreement is made this 24th day of September, 2020, between the **City of Fenton**, Missouri, a municipal corporation and city of the fourth class whose principal place of business is 625 New Smizer Mill Road, Fenton, Missouri 63026 ("City"), and Ben Kloos ("Provisional Prosecutor").

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

DUTIES OF PROVISIONAL PROSECUTOR

Provisional Prosecutor agrees to: provide prosecutorial services to the City of Fenton when called upon because of a conflict or unavailability of the City's Prosecuting Attorney.

DUTIES OF CITY

City agrees to: provide access to City Hall and support to Provisional Prosecutor to perform the duties he is assigned because of conflict or unavailability of the City's Prosecuting Attorney.

COMMISSION PAYMENTS

The City agrees to pay the Provisional Prosecutor \$125/hour for time expended on conflict cases or unavailability of the City's Prosecuting Attorney. Provisional Prosecutor shall submit an accounting of his time expended and sufficient details about the specific duties performed to the City's Finance Department for final approval and payment.

INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be in any way construed to constitute the Provisional Prosecutor, or any of his or her agents or employees, as an employee or representative of the City. The Provisional Prosecutor is and shall remain an Independent Contractor, with the right and obligation to perform the services described herein according to Provisional Prosecutor's own methods, without being subject to the control of the City, except as to the result of the Provisional Prosecutor's work.

The City shall not be responsible for withholding taxes from Provisional Prosecutor's compensation. The Provisional Prosecutor agrees to bear all financial responsibility to Provisional Prosecutor's agents and/or employees, and that Provisional Prosecutor shall maintain payroll and compensation records for Provisional Prosecutor's benefit and for the benefit of Provisional Prosecutor's employees as may be required by all Federal, Missouri and local laws, such books to be opened for inspection by the City upon reasonable notice, and that the Provisional Prosecutor shall exonerate, indemnify and hold harmless the City from and against, and shall assume full responsibility for

payment of, all Federal, Missouri and local taxes, and contributions imposed or required under Federal and Missouri unemployment insurance, social security, workers' compensation, and Federal, Missouri and local income tax laws, with respect to the Provisional Prosecutor and Provisional Prosecutor's employees engaged in the performance of this Agreement.

TERM OF AGREEMENT; TERMINATION

This Agreement is valid through the 30th day of September 2021, provided however that if the Agreement is not specifically terminated, the Agreement shall automatically renew on the 30th of September for another one (1) year term.

The parties agree that this Agreement may be terminated by either party upon written or oral notice communicated to the other party, which termination shall be effective upon the receipt of said notice.

ASSIGNMENT

The Provisional Prosecutor agrees that Provisional Prosecutor may not assign or sublet any of Provisional Prosecutor's rights or duties under this Agreement without the prior written consent of the City.

NOTICES

Notices shall be deemed sufficient if provided in writing or orally as follows:

To City: Andrea N. Finkbiner, City Administrator
City of Fenton
625 New Smizer Mill Road
Fenton, Missouri 63026
(636) 343-2080

To Provisional Prosecutor: BEN KLUOS
5861 ITASKA
ST LOUIS, MISSOURI 63109

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate, each of which is to be deemed an original, on the day and year first above written.

CITY OF FENTON, MISSOURI

PROVISIONAL PROSECUTOR

By: _____
Title: _____

By: 
Title: _____

1st Reading:
2nd Reading:

SPONSOR:

ORDINANCE NO. ____

BILL NO. 20-77

AN ORDINANCE REQUESTING THAT ST. LOUIS COUNTY DISTRIBUTE \$47 MILLION OF CARES ACT FUNDS ON A PER CAPITA BASIS TO THE MUNICIPALITIES WITHIN THE COUNTY TO BE USED FOR ELIGIBLE EXPENSES, AUTHORIZING THE MAYOR OF THE CITY OF FENTON, MISSOURI TO ACCEPT CARES ACT FUNDING AND EXECUTE A MUNICIPALITY RELIEF PROGRAM FUNDING AGREEMENT, AND CONFIRMING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS ST. LOUIS COUNTY FROM SUCH DISTRIBUTION.

WHEREAS, the United States Congress enacted the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) providing a \$2 trillion economic relief package to provide assistance for American workers, families, and small businesses; to provide assistance to state and local governments; and to preserve jobs for American industry; and

WHEREAS, the State of Missouri received \$1.9 billion from the CARES Act, a portion of which was subsequently distributed in part to Missouri counties proportionally based on population, except those counties that received a direct payment under the CARES Act, along with a recommendation from the Governor that counties that received funds directly from the State of Missouri in turn distribute CARES Act funds to local governments located within their jurisdictions; and

WHEREAS, the US Department of the Treasury distributed funds from the CARES Act proportionally based on 2019 census data directly to certain local governments, including cities and counties with a population greater than 500,000 and to state governments; and

WHEREAS, based on St Louis County’s population, which includes the residents of municipalities located in the County, the County received \$173.5 million directly from the United States Treasury designated to cover necessary expenses incurred due to the public health emergency caused by the COVID-19 pandemic; and

WHEREAS, the US Department of the Treasury has issued eligibility guidelines for use of the CARES Act funds which includes, in part, that payroll expenses for public safety may be presumed to be costs for services substantially dedicated to mitigation or responding to the COVID-19 public health emergency from and after the effective date of the CARES Act from March 27, 2020 thru December 30, 2020 (the “Eligibility Period”); and

ORD. NO. ____

ORD. NO. ____

WHEREAS, the County Executive has allocated \$47 million for distribution to municipalities for use for eligible expenditures during the Eligibility Period.

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

Section 1. The Board of Aldermen hereby requests a per capita distribution of the above referenced \$47 million allocated by St. Louis County for all eligible Covid-19 related expenses. The Mayor and City Administrator and his/her designee are each hereby authorized to submit and sign the application, certification, and any other documents reasonably required or convenient to apply for and receive such funds on behalf of the City of Fenton.

Section 2. The Board of Aldermen hereby authorizes the Mayor to accept the CARES Act funding from and execute a Municipality Relief Program Funding Agreement with St. Louis County, Missouri, for and on behalf of the City of Fenton.

Section 3. Upon receipt of such funds and to the extent thereof, the City of Fenton, Missouri agrees to indemnify and hold harmless St. Louis County from and against any claims of misuse thereof and repay such funds (or portion thereof) immediately upon notice that the U.S. Treasury Department has made a final determination that such distribution (or portion thereof) was not lawful pursuant to its above referenced guidance or otherwise.

Section 4. This ordinance shall be in full force and effect after the date of its passage and approval.

PASSED this 24th day of September 24, 2020.

BOB BRASSES, MAYOR

APPROVED this 24th day of September 24, 2020.

BOB BRASSES, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Absent:

ORD. NO. ____