

1st Reading:
2nd Reading:

SPONSOR: MAURATH

ORDINANCE NO. _____

BILL NO. 22-18

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE GRAVOIS BLUFFS TRANSPORTATION DEVELOPMENT DISTRICT RELATING TO LICENSE PLATE READERS.

WHEREAS, the City entered into an Agreement with Flock Group, Inc. for installation of license plate readers (“LPRs”) throughout the City; and

WHEREAS, the City initially placed ten (10) LPRs in the Gravois Bluffs area; and

WHEREAS, due to the benefits that the LPRs have provided to the City in criminal investigations, the City has explored placing some of the LPRs in other areas of the City; and

WHEREAS, the Gravois Bluffs Transportation Development District (the “District”) is interested in having the City maintain ten (10) LPRs within the Gravois Bluffs area; and

WHEREAS, the District is willing to provide funds to the City in exchange for the City agreeing to maintain ten (10) LPRs within the Gravois Bluffs area; and

WHEREAS, the Board of Aldermen finds it in the best interest of the City to enter into a Memorandum of Understanding with the District to govern the same.

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 authorizes the Mayor to execute on behalf of the City of Fenton a Memorandum of Understanding with the District in substantially the form of Exhibit 1 attached hereto and incorporated herein.

Section 2. This ordinance shall be in full force and effect after the date of its passage and approval.

ORD. NO. _____

ORD. NO. _____

PASSED this 24th day of March, 2022.

BOB BRASSES, MAYOR

APPROVED this 24th day of March, 2022.

BOB BRASSES, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Absent:

ORD. NO. _____

Exhibit 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GRAVOIS BLUFFS TRANSPORTATION DEVELOPMENT DISTRICT
AND THE
CITY OF FENTON, MISSOURI**

WHEREAS, pursuant to the Missouri Transportation Development Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the “**TDD Act**”), the Gravois Bluffs Transportation Development District (the “**District**”) was formed as a political subdivision of the State of Missouri by a Judgment and Order entered on December 7, 1999 by the Circuit Court of St. Louis County, Missouri (the “**Order**”); and

WHEREAS, the Order provided that the District be established for the sole purpose of funding the projects described in the Order and certain additional projects approved in accordance with Section 238.257 of the TDD Act (collectively, the “**Transportation Project**”), through the imposition of a transportation development district sales tax at a rate not to exceed one percent (1%) (the “**TDD Sales Tax**”), which TDD Sales Tax became effective following its approval by the qualified voters of the District at an election held in accordance with Section 238.216 of the TDD Act; and

WHEREAS, on December 19, 2019, the District adopted Resolution No. 19-012 (the “**Resolution**”), which repealed the TDD Sales Tax effective March 31, 2021, based upon a finding that the District would have sufficient funds as of that date to support ongoing maintenance of the Transportation Project (including the rock wall along the identified portions of Gravois Bluffs Boulevard) through the stated final maturity of the Bonds; and

WHEREAS, the City of Fenton (the “**City**”), through a contract with Flock Group, Inc., has installed ten security cameras (the “**Cameras**”) along the rights of way within the boundaries of the District and the District desires to maintain such Cameras within the District; and

WHEREAS, the District and the City agree that it is in the mutual best interest of both the District and City to enter into this Memorandum of Understanding (the “**MOU**”) to document this arrangement regarding the Cameras.

NOW, THEREFORE, the District and City agree as follows with the foregoing recitals incorporated as part of this MOU:

1. Cameras. With respect to the Cameras, the District and the City agree as follows:
 - a. Unless extended by agreement of the parties as specified below, the District shall, within thirty days of full execution of this MOU, provide the City with a payment of \$25,000 for the City to retain and maintain the ten Cameras within the boundaries of the District until March 31, 2023.
 - b. The payment to the City for the City to retain and maintain the Cameras in the District is nonrefundable regardless if the Cameras are eligible expenses of the District.

- c. The District acknowledges and agrees that the City is not guaranteeing the specific location of the current Cameras nor guaranteeing continuous operation of the Cameras. However, during the term of this MOU, the City shall use its best efforts to keep the ten Cameras operational and promptly make repairs to any damaged Cameras during the term of this MOU and will not reduce below ten the number of Cameras within the boundaries of the District.
 - d. During the term of this MOU, the District hereby grants to the City and its designees and contractors a non-exclusive license to enter upon the property within the District for the purpose of installing, replacing, upgrading, and maintaining the Cameras. The District and the City shall work cooperatively in authorizing the City's use of property within the District for installation of the Cameras if, in the agreement of both the District and the City, installation of the Cameras on any property within the District that is not currently being utilized would serve the best interests of the parties with respect to operation of the Cameras.
2. Term. This MOU shall be effective as of March 31, 2022 and shall remain in full force and effect until March 31, 2023, unless mutually extended by both parties upon terms agreeable for both parties.
3. Miscellaneous.
- a. The terms and conditions of this MOU shall be construed in accordance with and are subject to the laws of the State of Missouri.
 - b. All amendments to this MOU must be in writing and fully executed by authorized representatives of both parties.
 - c. Failure of the City to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including, without limitation, acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, freezing temperatures, legislation, or governmental regulation(s). Nothing in this MOU waives the City's sovereign immunity nor permits a cause of action for damages against the City.
 - d. This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, agreements, or understandings. The parties shall not rely on any representation that may have been made which is not included in this MOU.
 - e. There are no third-party beneficiaries to this MOU.
 - f. This MOU may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

GRAVOIS BLUFFS TRANSPORTATION DEVELOPMENT DISTRICT

By: _____

Date: _____

Title: _____

CITY OF FENTON, MISSOURI

By: _____

Date: _____

Title: _____