

1st Reading:  
2nd Reading:

**SPONSOR: CLAUSS**

**ORDINANCE NO. \_\_\_\_**

**BILL NO. 23-27**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ST. LOUIS COUNTY FOR PLACEMENT OF LICENSE PLATE RECOGNITION CAMERAS AND GRANTING FURTHER AUTHORITY.**

**WHEREAS**, the Board of Aldermen believes that the placement of license plate recognition cameras at strategic locations in the City of Fenton will improve the Police Department's ability to deter and investigate crime and enhance public safety; and

**WHEREAS**, a prime location where a camera can be effective is within St. Louis County maintained right-of-way; and

**WHEREAS**, the City approached St. Louis County to request placement of a camera within St. Louis County maintained right-of-way; and

**WHEREAS**, St. Louis County will allow for the placement of such cameras and associated equipment if the City executes an agreement for the installation, operation, and maintenance of license plate recognition cameras within St. Louis County maintained right-of-way.

**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 an agreement for the installation, operation, and maintenance of a license plate recognition camera within St. Louis County maintained right-of-way, substantially in the form of Exhibit 1 attached hereto and incorporated herein by reference (the "Contract"), and further grants the City Administrator the authority to execute such documents and take such actions as may be reasonably necessary or convenient to carry out the intent of this ordinance and the Contract.

**Section 2.** To the extent applicable, the requirements of Section 292.675 RSMo. and the OSHA requirements and obligations and penalties in the Contract are hereby incorporated herein by reference and made a part of this ordinance for all purposes.

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**Section 3.** This ordinance shall be in full force and effect after the date of its passage and approval.

PASSED this 27<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
JOE MAURATH, MAYOR

APPROVED this 27<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
JOE MAURATH, MAYOR

ATTEST:

\_\_\_\_\_  
Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Abstain:

Nays:

Absent:

ORD. NO. \_\_\_\_

**EXHIBIT 1**

**AGREEMENT  
FOR THE INSTALLATION, OPERATION, AND MAINTENANCE  
OF LICENSE PLATE RECOGNITION CAMERA WITHIN ST. LOUIS COUNTY MAINTAINED RIGHT OF WAY**

**THIS AGREEMENT**, is by and between St. Louis County (hereinafter "County") and City of Fenton (hereinafter "City") for the installation, operation, and maintenance of license plate recognition cameras within St. Louis County's maintained right of way.

**WITNESSETH:**

**WHEREAS**, the City has approached the County requesting the installation of a license plate recognition camera within St. Louis County's maintained right of way; and

**WHEREAS**, the County is willing to grant the City permission to install, operate, and maintain license plate recognition cameras within St. Louis County's maintained right of way; and

**WHEREAS**, Section 1105.057 SLCRO authorizes the County Executive to execute this Agreement on behalf of County.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. The County grants authority to the City to install, operate, and maintain license plate recognition cameras at 226 Soccer Park Road, Fenton, MO, 63026, as further indicated in Exhibit A.
2. The City shall not assign, transfer, or delegate any interest in this Agreement without prior written consent of the County.
3. Changes in this Agreement, whether by modification or supplementation, must be accomplished by a formal amendment fully executed and approved by duly authorized representatives of the City and the County.
4. This Agreement shall commence upon the execution of this Agreement and shall be in effect until terminated as described below. Execution of this Agreement does not authorize the installation of any license plate recognition camera. A Special Use Permit must be obtained from the County's Department of Transportation and Public Works for such authorization.
  - a. The County may terminate this Agreement at any time due to safety concerns or for a material breach of contractual obligations by providing the City with a written notice of termination. Should the County exercise its right to terminate this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of termination sent to the City.
  - b. The County may terminate this Agreement, for any reason, by providing thirty (30) days prior written notice to the City.
  - c. The County may terminate this Agreement immediately if the City or its license plate

recognition camera vendor fails to provide an acceptable level of cyber security as determined by the County.

5. The City shall prepare plans for the construction of each license plate recognition cameras, supports, and bases for review and approval by the County. Approval of said plans is at the sole discretion of the County.
6. The acquisition of all easements and/or rights-of-way necessary for the installation, operation, and maintenance of license plate recognition camera equipment shall be the responsibility of the City.
7. The City shall be responsible for all costs associated with furnishing, installing, and maintaining license plate recognition camera, including all requirements mandated by the County to accommodate the license plate recognition camera equipment, and the removal of each camera, if this Agreement is terminated as described in Paragraph 4.
8. The City, its approved installer, or its license plate recognition camera vendor shall furnish, install, and maintain all license plate recognition cameras, supports, and bases. The installation, operation, or maintenance of any such equipment shall not alter or affect the mobility of any mode of transportation on any sidewalk or roadway dedicated for public use.
9. All proposed license plate recognition camera installs shall meet the following criteria:
  - a. Support poles shall be free standing and be MASH compliant.
  - b. Cameras shall be solar powered with no hard-wired electrical power connection.
  - c. Cameras shall transmit images of license plates only via a secure cellular or wireless connection.
10. Any proposed license plate recognition cameras that do not meet the requirements set forth in paragraph 9 will require additional review and approvals before a revised Agreement can be provided to the City.
11. This Agreement does not authorize the use of any other type of equipment and/or cameras to be installed, operated, or maintained other than license plate recognition cameras. If any other equipment is desired by City to perform any function other than license plate recognition, their installation, operation, and/or maintenance will have to be addressed in a separate Agreement and permit.
12. The City, its approved installer, and/or its license plate recognition camera vendor shall be responsible for obtaining and paying for all applicable permits, including obtaining a Special Use Permit from the County's Department of Transportation and Public Works to authorize the installation of a license plate recognition camera. For any required permit, the City shall be listed as the Permittee and shall pay all associated permit costs. A permit will be required for each location at which a license plate recognition camera is to be installed.
13. If at any time, as determined by the County, any license plate recognition camera equipment needs to be relocated, the relocation of said equipment shall be the responsibility of the City, at no cost to the County. If the County should expend any funds in connection with the installation, maintenance, relocation, or removal of said license plate recognition cameras, the City shall reimburse the County for the same.

14. The City, its approved installer, and/or its license plate recognition camera vendor shall only conduct work approved by authorized County personnel and as outlined in a Special Use Permit.
15. The City shall be responsible for all repairs and/or adjustments determined to be necessary due to vandalism, knockdowns, and/or acts of God. A separate special use permit will be required for all repairs and/or adjustments determined to be necessary due to vandalism, knockdowns, and/or acts of God.
16. Each year, during the month of January, the City shall apply for a renewal of this Agreement. The City will be responsible for all renewal fees imposed by the County. If a request for renewal is not received by March 1, the County shall remove any cameras listed in paragraph 1 at the expense of the City.
17. The renewal application shall contain:
  - a. The locations listed in paragraph 1 that are in place at the time of renewal and desired to remain in use for the following calendar year.
  - b. Declaration of cyber security insurance carried by the City and/or their license plate recognition camera vendor.
  - c. A current Certificate of Insurance evidencing general liability coverage (bodily injury and property damage) in the amounts specified as the limits of liability set by the State for public entities shall be provided to St. Louis County by any entity performing work (including maintenance) within County right-of-way. Such certificate shall include "St. Louis County" as an additional insured. Certificate shall provide for a 30 day policy cancellation notice to St. Louis County. Upon request, the County will provide the specific amounts for both per person and per occurrence limits. Certificates shall be provided so the policy renewal date coincides with the yearly renewal date of this agreement.
18. This Agreement shall be construed to be in accordance with the laws of the State of Missouri.
19. All the terms, covenants, and conditions of this Agreement shall insure to the benefit of and be binding upon the successors and assigns of all of the parties hereto.
20. To the fullest extent permitted by law, the City shall defend, indemnify, and hold County and its agents, officials, and employees, harmless from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting in whole or in part from, any act or omission of the City or their contractors, subcontractors, agents, or employees.

***[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]***

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

**CITY OF FENTON, MISSOURI**

**ST. LOUIS COUNTY, MISSOURI**

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
**County Executive**

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**Administrative Director**

**APPROVED AS TO LEGAL FORM:**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**

\_\_\_\_\_  
**Director, Department of  
Transportation and Public Works**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**County Counselor**

**APPROVED:**

\_\_\_\_\_  
**Accounting Officer**

**Legal Review: \_\_\_\_\_**

EXHIBIT A

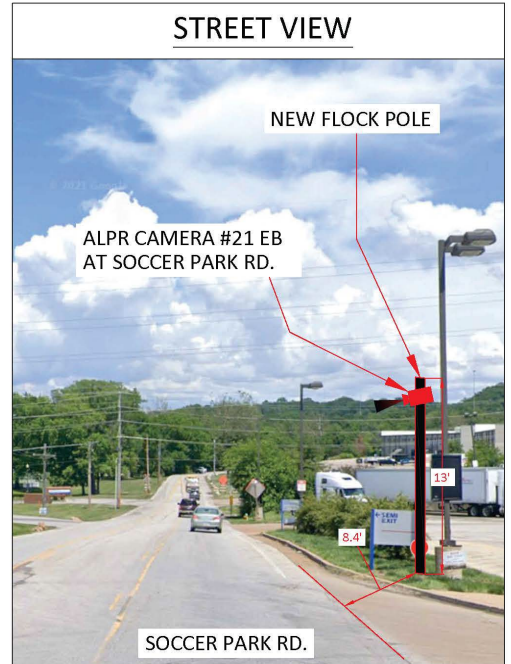
SITE PLAN

SITE ADDRESS: 226 SOCCER PARK RD.

AERIAL VIEW



STREET VIEW



REV	DESCRIPTION	DATE	BY	TITLE:
01	UPDATED AS PER REDLINE	08/30/2022	T.RAWAT	

SCOPE OF WORK:	SITE PLAN CITY OF FENTON, MO ALPR CAMERA INSTALLATION
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PLANS PREPARED BY:  
**CHC**  
A CONSULTING COMPANY  
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San Diego, CA 92108-1654  
(619) 225-0004 / FAX (619) 225-0006

PROJ: 179129	DRAWN BY: SHUBHAM SINGH
CHECKED BY: NARESH CHAND	APPROVED BY: SAMIA MAKOI
DATE: 06/02/2022	SHEET: 3 OF 6