

**Bill No. 4176, an Ordinance of the City of Wentzville, Missouri, Amending the Plumbing Code by Adopting Certain New Sections 500.212 and 500.215 of the Municipal Code Pertaining to Private Wastewater Disposal and Amending Chapter 715 Sewers, Section 715.050 of the Municipal Code; and Matters Related Thereto.**

**WHEREAS**, the City has entered into an agreement with St. Charles County Government for the enforcement of private sewage disposal codes associated with Private Wastewater Disposal and the City has selected this service to be provided by St. Charles County under the terms of the agreement attached hereto as Exhibit A; and

**WHEREAS**, the City has carefully considered and reviewed its Plumbing Code for amendments associated with enforcement of Private Wastewater Disposal requirements by St. Charles County Government and has determined that these amendments are in the public interest by streamlining and harmonizing Code provisions with those of St. Charles County.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF WENTZVILLE, MISSOURI, AS FOLLOWS:**

**Section 1:** Chapter 500 Building Codes, Article III Construction Codes, Division 5 Plumbing Code is hereby amended by enacting new Sections 500.212 and 500.215 to read as follows:

Section 500.212 *Sewage Disposal Code St. Charles County*: The city, associated with a formal agreement, hereby adopts all provisions of Section 500.300 of the St. Charles County Unified Development Ordinance, thereby adopting the 2015 International Private Sewage Disposal Code, associated with inspection, installation, and permitting services.

Section 500.215 *Private Sewage Disposal Permitting*: The city, associated with a formal agreement, hereby adopts all provisions of Section 500.310 of the St. Charles County Unified Development Ordinance, associated with inspection, installation, and permitting services.

**Section 2:** Sub-section (a) of Section 715.060 of Article I of Chapter 715 Sewers of the Code of the City of Wentzville, Missouri, is repealed in its entirety and the following Sub-section (a) of Section 715.050 is adopted in lieu thereof:


715.050 (a) *Generally*. Where a public sanitary or combined sewer is not available under the provisions of section 715.060(d), the building sewer shall be connected to a private sewage disposal system complying with this section and the 2015 International Private Sewage Disposal Code, as amended and as adopted by the city in Sections 500.212 and 500.215 of this code.

**Section 3:** The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance shall be deemed valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the governing body of the City has enacted the valid portions without the invalid ones, or unless the courts finds that the valid portions standing alone

are incomplete and are incapable of being executed in accordance with legislative intent. All prior ordinances in conflict herewith shall be and are hereby repealed.

**Section 4:** This Ordinance shall be in full force and effective immediately upon its enactment and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WENTZVILLE, MISSOURI THIS 10 DAY OF July, 2019.

  
Mayor, Nickolas Guccione

Attest:

  
City Clerk, Kathryn Bowman

APPROVED BY THE MAYOR OF THE CITY OF WENTZVILLE, MISSOURI THIS 11 DAY OF July, 2019.

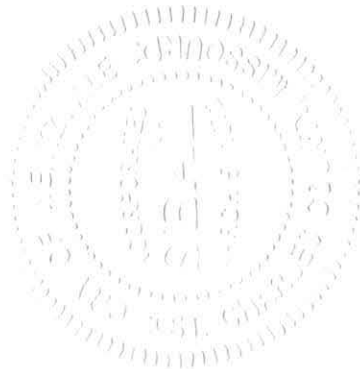
  
Mayor, Nickolas Guccione

Attest:

  
City Clerk, Kathryn Bowman

Approved as to Form:

  
Attorney





**AGREEMENT BETWEEN ST. CHARLES COUNTY AND  
THE CITY OF Wentzville, MISSOURI, A MUNICIPALITY,  
TO ENFORCE VARIOUS CODES ADOPTED BY THE MUNICIPALITY**

This Agreement made by and between ST. CHARLES COUNTY, MISSOURI, (hereinafter "County") and the CITY OF Wentzville, MISSOURI, a municipal corporation, (hereinafter "Municipality"), each also referred to individually as "Party" and both collectively referred to as "Parties", pursuant to Section 70.220 RSMo., and authorized by Ordinance 19-023 of the County and Ordinance 3979 of the Municipality, for the County to provide administration and enforcement of various building and property maintenance codes adopted by the Municipality by ordinance (hereinafter, "Agreement"), is subject to the following terms and conditions:

**ARTICLE I - GENERAL TERMS**

- A. Supersession: This Agreement supersedes all other agreements, if any, between the County and the Municipality entered into prior to the date of this Agreement regarding the same subject matter as this Agreement (hereinafter, collectively "Prior Agreements"). The Prior Agreements between the County and the Municipality shall terminate upon execution of this Agreement.
- B. Municipality's Responsibilities. The Municipality agrees to:
1. Receive the services selected from the list of services shown in EXHIBIT I, attached hereto and made part of this Agreement.
  2. Adopt by ordinance all the code sections enacted by St. Charles County, Missouri, Ordinances of St. Charles County, Missouri ("OSCCMo") corresponding to the selected services, all listed in EXHIBIT I, attached hereto and made part of this Agreement (hereinafter, "Listed Codes"). The services to be provided by the County shall include, without limitations, enforcement of the County's licensure requirements for all professionals performing any of the services subject to the Listed Codes.
  3. Adopt by ordinance any and all amendments to the Listed Codes enacted by the County (hereinafter "Amendments") within 60 days of receipt of the County's written notification that it has enacted said Amendments. Failure to adopt said Amendments shall be construed as a breach of this Agreement by the Municipality.
  4. Certify a copy of the above-described ordinances adopting the Listed Codes and Amendments and send them to:
    - a. County Registrar at 201 N. Second Street, St. Charles, Missouri 63301; and
    - b. County's Department of Community Development, Building and Code Enforcement Division at 201 N. Second Street, St. Charles, MO 63301.

5. Forward to the County's Department of Community Development for handling any and all complaints received from residents of the Municipality concerning violations of the Listed Codes and Amendments; and
6. Make available any Municipality staff which are deemed, in the sole discretion of the County, to be necessary to assist the County in its code enforcement tasks under this Agreement, including provide testimony and any other assistance to the prosecution of the code enforcement violations.

C. County's Responsibilities. The County agrees to:

1. Be responsible, through the Division of Building and Code Enforcement of the County's Department of Community Development, for the administration and enforcement of the Listed Codes and Amendments, as well as other special services listed in **EXHIBIT I**, if selected, and all associated functions for, and on behalf of, the Municipality; and
2. Provide the Municipality with written notice of any Amendments the County enacts after the execution of this Agreement, and for as long as the Agreement is in force and effect, within 30 days of the effective date of the specific Amendment; and
3. Prosecute, through the Office of the County Counselor and in the County Municipal Court, all violations of the Listed Codes and Amendments; and
4. Perform, through the County Municipal Court, such duties as required to hear and determine those violations; and
5. Provide the Municipality with the capability to obtain violation status updates through access to the County's web-based permitting and application system and communicate with Municipality staff regarding violation status updates.

D. Notices: Any notice required to be given in writing by either Party to the other shall be (i) delivered in person, (ii) sent by reputable express courier or delivery service, (iii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iv) sent by facsimile machine or electronic mail followed by delivery by any of the above methods, addressed as follows:

Notice to County should be sent to:

County Counselor Office  
100 N. Third Street  
St. Charles, MO 63301  
Fax: 6369497541  
E-mail: [ARoark@sccmo.org](mailto:ARoark@sccmo.org)

Notice to Municipality should be sent to:

Name, Title **NICKOLAS GUCCIONE, Mayor**  
Municipality **CITY OF WENTZVILLE**  
Address **1001 SCHROEDER CREEK BLVD**  
Address **WENTZVILLE, MO 63385**  
Fax: **636-639-2017**  
E-mail: **nickolas.guccione@wentzvillemo.org**

With a copy to Municipality's attorney which should be sent to:

Name, City Attorney **JAMES C HETLAGE**  
Municipality **WENTZVILLE**  
Address **714 LOCUST STREET**  
Address **ST. LOUIS, MO 63101-1699**  
Fax: **314-621-6844**  
E-mail: **jhetlage@lashlybaer.com**

The notice address may be changed by any Party by giving notice to the other Party under this provision. Notices shall be deemed delivered (a) on the date hand delivery is made, (b) on the next business day following the date that the notice is deposited with an overnight delivery service, (c) on the date that is two (2) calendar days after the notice is deposited in the United States mail be registered or certified mail, or (d) on the date transmission is made by facsimile machine or electronic mail.

## ARTICLE II – LIABILITY

- A. Indemnification by Municipality: To the extent allowed or permitted by law, the Municipality shall indemnify, defend and hold harmless the County, its council members, executive, officers, employees, and agents, from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, and including payment under any workers' compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Municipality, its officers, employees, agents, or servants in performing its obligations under this Agreement.
- B. Indemnification by County: To the extent allowed or permitted by law, the County shall indemnify, defend and hold harmless the Municipality, its aldermen or council members, mayor, officers, employees, agents, or servants from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of the County, its officers, employees, agents, or servants in performing its obligations under this Agreement.
- C. Breach: Any of the following events will constitute a breach of this Agreement:
1. The failure by Municipality to pay, when due and payable, any fee, expense or

other payment as provided for in this Agreement.

2. The failure of either Party to perform any other term, condition or covenant of this Agreement which failure has not been corrected within 15 days of the date of written notice of such nonperformance given to it by the other Party.
  3. All instances specifically stated elsewhere in the Agreement to constitute a breach of this Agreement.
- D. Remedies: The Parties agree to the following remedies in the event of any breach, which shall be cumulative and not exclusive:
1. In the event of breach by the Municipality, the County may terminate the Agreement by giving the Municipality written notice no later than 30 days prior to the termination effective date stated in the written notice of termination, and keep the entire amount of the annual payments, if any, already made to the County by the Municipality under this Agreement. The County shall continue to perform all functions of the code enforcement services it deems necessary to close out all pending projects.
  2. In the event of breach by the County, the Municipality may terminate the Agreement by giving the County written notice of termination no later than 30 days prior to the termination effective date stated in the written notice of termination, and the County shall reimburse the Municipality a prorated amount of the annual fee, if any, prepaid to the County by the Municipality corresponding to the months remaining from date of termination through the end of the contract period, or any subsequent annual renewal.
- E. No Waiver: In no event shall the continued performance of services under this Agreement by either Party after the occurrence of any event of breach by the other Party, be construed as a waiver of damages for such breach or as a modification of this Agreement. The waiver of one breach under this Agreement by either Party shall not constitute a waiver of subsequent breaches.

### ARTICLE III- LIMITATIONS

- A. Assignment Prohibited: The Municipality shall not assign, transfer or delegate any interest in this Agreement to anyone. Any attempted assignment shall be void and of no force and effect.
- B. Sole Beneficiary: This Agreement is made for the sole benefit of the Parties hereto and is to be exercised solely by the Parties, subject to, and in conformance with, the rules and regulations the County has now in force or may hereinafter adopt related to the County's provision of the services under this Agreement to the Municipality. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the County and the Municipality.



- C. Compliance with Applicable Law: The Municipality shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or which may hereinafter be put into force to ensure it is in full compliance with the provisions of this Agreement for the entire duration of this Agreement. Any ordinance, rule, regulation or requirement the Municipality has now in place or may hereinafter adopt that would be inconsistent or conflict with the terms of this Agreement or with any of the Listed Codes and Amendments, shall be construed a breach of this Agreement by Municipality.
- D. Amendments: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Municipality and the County.

#### ARTICLE IV- COMPENSATION

Depending on the listed services performed by the County as indicated in **EXHIBIT I**, in consideration of the County meeting the obligations of this Agreement, the Municipality agrees that pursuant to St. Charles County Charter Article X, Section 10.502, the County may collect the following fees and assess the following charges to recover the County's expenses for the services rendered pursuant to this Agreement:

- A. Fees to be paid by the Municipality:
  - 1. Code Enforcement and Property Maintenance: If Code Enforcement and Property Maintenance is selected on **EXHIBIT I**, the Municipality shall pay an annual fee of one dollar (\$1) for each resident of the Municipality according to the latest decennial census, commencing on January 1, 2020. Such fee shall be payable to St. Charles County within 30 days of the invoice sent to the Municipality by the County, and annually therefrom, for as long as this Agreement is in force and not otherwise terminated; and
  - 2. Building Damage Assessment: If Building Damage Assessment is selected on **EXHIBIT I**, the Municipality shall pay ten dollars (\$10) per Initial Assessment inspection and ninety dollars (\$90) per Detailed Assessment inspection, per building damage occurrence.
- B. Fees to be paid by Persons:
  - 1. Permit Applications: Permit applicants shall pay all standard permit application fees payable by applicants for permits under the Listed Codes and Amendments, all in the amounts corresponding to the respective services as set forth in Chapter 505, and in Section 635.150, OSCCMo., as amended in the County's sole discretion from time to time and without notice, in force and effect at the time the respective services are rendered.

2. Other Fees: Persons shall pay all standard fees for specific services, such as property abatement, as outlined in the respective sections of the OSCCMo., as amended in the County's sole discretion from time to time and without notice, in force and effect at the time the respective services are rendered.
- C. All court costs to the extent that such costs are distributable to the Municipality or Persons by law.

#### ARTICLE V-CONTRACT TERM / TERMINATION

- A. Original Contract Period / Automatic Renewals: The original contract period shall commence on the date this Agreement is executed by both the County and the Municipality and shall terminate on December 31, 2019. The Agreement will automatically renew every year thereafter, unless terminated by either Party pursuant to this Agreement.
- B. Termination by Notice: This Agreement may be terminated by either Party hereto at any time by giving the other Party written notice of termination no later than sixty (60) days before the termination effective date, stated in the notice of termination.

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IN WITNESS WHEREOF, the Parties have entered into this Services Agreement on the date last written below.

Executed by the Municipality the 11 day of July, 2019.

Executed by the County the 30<sup>th</sup> day of July, 2019.

MUNICIPALITY

ST. CHARLES COUNTY, MISSOURI

Signature: Nicholas Gaccione Signature: Steve Ehlmann

Printed Name: Nicholas Gaccione Printed Name: Steve Ehlmann

Title: Mayor Title: County Executive

ATTEST:

ATTEST:

Signature: Kathryn Bowman Signature: Breanna Hinton

Printed Name: Kathryn Bowman Printed Name: Breanna Hinton

Title: City Clerk Title: County Registrar

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Robert W. Lee

Director of Finance

7-26-19

Date

