

401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri, will conduct a special meeting at 6:15 PM on January 8, 2024, at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

# **Board of Aldermen Closed Meeting**

Special Note: This meeting will be recorded. The meeting will take place on January 8, 2024, at 6:15 P.M.

Pledge of Allegiance Roll Call Closed Session

The tentative agenda of this meeting also includes a vote to close part of this meeting pursuant to section 610:021; Paragraph (1) legal actions, causes of action or litigation and Paragraph (2) leasing, purchase or sale of real estate and Paragraph (3) hiring, firing, disciplining, or promoting of particular employees and Paragraph (13) individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Open Session Adjourn

Posted On: 1/5/2024 1:04:58 PM By: Ashton Cooke, City Clerk

636-475-4452 \* 636-475-4116 (fax) \* www.cityofpevely.org



401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on January 8, 2024, at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

# **Board of Aldermen Regular Meeting**

Special Note: This meeting will be recorded.

The meeting will take place on January 8, 2024, at 7:00 P.M.

# 1. Pledge of Allegiance

# 2. Roll Call

# 3. Citizen's Comments

"Citizen's Comments shall be limited to three (3) minutes to address the Council. Please fill out an index card on the podium before the meeting. Visitors are not allowed to speak during the business portion of the meeting and no responses from the Mayor or Board of Aldermen during Citizen's Comments will be given."

# 4. Consent Agenda

- a. Approval of agenda
- b. Approval of minutes 12/4/2023 closed and regular, 12/18/2023 closed and regular
- c. December 2023 business report
- d. December 2023 AP report
- e. December 2023 court report

# 5. Appointments

# 6. Ordinances

a. Bill  $\#2024/101 - 1^{st}$  and  $2^{nd}$  reading

An Ordinance annexing certain adjacent territory into the City of Pevely, Missouri

b. Bill  $\#2024/102 - 1^{st}$  and  $2^{nd}$  reading

An Ordinance annexing certain adjacent territory into the City of Pevely, Missouri

# 7. Resolutions

a. Resolution 2024/001 - Reading and approval

A Resolution reappointing the Sweeney Law Firm for professional services

b. Resolution 2024/002 - Reading and approval

A Resolution reappointing Cochran Engineering for professional services

### 8. Bids

# 9. Motions

a. Trash Service contract extension

Motion: To continue the contract with Waste Management for trash and recycling services as stated in the original contract for the 4th year rollover option

# 10. New Business

# 11. Continued Business

- a. Stormwater
- b. Trash contract Discussion



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- c. Animal registration fees
- d. Sunshine request audit reports
- e. Calendars

# 12. Committee Reports

- a. Planning and Zoning
- b. Tourism Board
- c. Board of Adjustment
- d. Police Personnel Board
- e. Park Board

# 13. Administrative Reports

- a. Attorney Sweeney
- b. Police Chief
- c. City Administrator
  - a. LAGERS update

# 14. Council Member Reports

- a. Alderman Markus
- b. Alderman Menkhus
- c. Alderman Tucker
- d. Alderman Yount
- e. Alderman Leeder
- f. Alderman Dittmann
- g. Alderman Brooks
- h. Mayor Haas

# 15. Adjournment

All copies of all ordinances proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk. All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

Posted On: 1/5/2024 1:04:41 PM By: Ashton Cooke, City Clerk



401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on December 4, 2023, at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

# **Board of Aldermen Regular Meeting**

Special Note: This meeting will be recorded.

The meeting took place on December 4, 2023, at 06:59:54 PM (00:00:19)

### Pledge of Allegiance

### Roll Call

Alderman – Ward 1 – Steve Markus: Present Alderman – Ward 2 – Ryan Tucker: Present Alderman – Ward 2 – Rick Yount: Present Alderman – Ward 3 – Don Menkhus: Present Alderman – Ward 3 – Tyler Leeder: Present Alderman – Ward 4 – Travis Dittmann: Present Alderman – Ward 4 – William Brooks: Present



Mayor – Stephanie Haas

City Attorney – Allison Sweeney

City Administrator – Andy Hixson

City Clerk - Ashton Cooke

Chief of Police - Mark Glenn

City Accountant - Michelle Daniel

# Consent Agenda

Motion: To approve the agenda

Alderman – Ward 1 – Steve Markus: Motion

Alderman - Ward 2 - Rick Yount: 2nd

Alderman - Ward 1 - Steve Markus: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman - Ward 2 - Rick Yount: Approve

Alderman - Ward 3 - Don Menkhus: Approve

Alderman - Ward 3 - Tyler Leeder: Approve

Alderman - Ward 4 - Travis Dittmann: Approve

Alderman - Ward 4 - William Brooks: Approve

 $\underline{\text{Motion: To approve the minutes as is } -11/6 \text{ public hearing, closed and regular, } 11/15 \text{ budget workshop, and } 11/20 \text{ closed and regular.}$ 

Alderman – Ward 2 – Rick Yount: Motion Alderman – Ward 3 – Don Menkhus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 2 – Rick Yount: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman - Ward 4 - Travis Dittmann: Approve

Alderman - Ward 4 - William Brooks: Approve



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# November business report

November Court report

<u>September 2023 financial statement</u> – Michelle Daniel gave an update the September 2023 financial statement Introduction of employees – Department Supervisors introduced new employees.

### **Appointments**

Motion: To accept the resignation of Don Menkhus as Ward 3 Alderman

Alderman – Ward 2 – Rick Yount: Motion Alderman – Ward 4 – Travis Dittmann: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve

## Motion: To appoint Don Menkhus as Ward 1 Alderman

Alderman – Ward 1 – Steve Markus: Motion Alderman – Ward 2 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve



# **New Business**

<u>Short-term rentals – Mayor Haas</u> – Mayor Haas stated that she was made aware of airbnb's in the City of Pevely. Attorney Sweeney stated she would look into this and get back to the board in January.

# **Continued Business**

<u>Stormwater</u> – Andy Hixson stated that the plans are still rolling.

<u>Trash contract – Discussion</u> – Andy Hixson stated that he was still waiting on a quote from Republic for biweekly recycling and didn't have an answer before the meeting this evening.

<u>Animal Control registration fees - Discussion</u> Adam Mitchell discussed the registration fees. Mayor Haas stated that the board was okay with the new fees and asked that it be updated by ordinance at the next board meeting.

Sunshine request audit reports

Calendars

### Committee Reports

Planning and Zoning – Adam Mitchell stated that the next meeting will be January 9<sup>th</sup> with 2 topics on the agenda.

Tourism Board - No update

Board of Adjustment - No update

Police Personnel Board - No update

<u>Park Board</u> — Mayor Haas explained why the parade had to be cancelled. She stated that next year will have a make-up date prescheduled in case of weather.

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### **Administrative Reports**

Attorney Sweeney – Attorney Sweeney stated that she is having a procedure this week and will only be available by phone. Police Chief – Chief Glenn stated that he would be out the rest of this week for a family issue but would be available by phone if needed.

City Administrator – Andy Hixson stated that he was in the rest of the week

# **Council Member Reports**

<u>Alderman Markus</u> – Alderman Markus asked if the board would be interested in doing a TIFF to help bring business in. a brief discussion took place.

Alderman Tucker - No update

Alderman Yount - No update

<u>Alderman Menkhus</u> - Alderman Menkhus asked if the voluntary board members should be invited to the Christmas party. Mayor Haas stated that this was already discussed, and that Andy Hixson was going to contact them tomorrow.

Alderman Leeder - No update

Alderman Dittmann – No update

<u>Alderman Brooks</u> – No update

<u>Mayor Haas</u> – Mayor Haas asked if everyone in public works was ready for weather. Andy Hixson stated that the trucks are ready, training is being done, and the salt bin is full.

# Motion: To adjourn

 $\begin{array}{l} {\sf Alderman-Ward\ 1-Don\ Menkhus:\ Motion} \\ {\sf Alderman-Ward\ 2-Ryan\ Tucker:\ 2^{nd}} \end{array}$ 

All in Favor: Aye

The meeting ended at 07:34:14 PM (00:34:38)



Attest:	Webbers
Ashton Cooke, City Clerk	Stephanie M. Haas, Mayor

636-475-4452 \* 636-475-4116 (fax) \* www.cityofpevely.org



401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on December 18, 2023, at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

# **Board of Aldermen Regular Meeting**

Special Note: This meeting will be recorded.

The meeting will take place on December 18, 2023, at 6:58 P.M.

## Pledge of Allegiance

Roll Call

Alderman – Ward 1 – Steve Markus: Present Alderman – Ward 1 – Don Menkhus: Present Alderman – Ward 2 – Ryan Tucker: Present Alderman – Ward 2 – Rick Yount: Present Alderman – Ward 3 – Tyler Leeder: Present Alderman – Ward 4 – Travis Dittmann: Present Alderman – Ward 4 – William Brooks: Present

Mayor – Stephanie Haas
City Attorney – Allison Sweeney
City Administrator – Andy Hixson
City Clerk – Ashton Cooke
Chief of Police – Mark Glenn
City Accountant – Michelle Daniel



### Consent Agenda

Motion: To approve the agenda as is

Alderman – Ward 1 – Don Menkhus: Motion

Alderman – Ward 2 – Rick Yount: 2nd

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Don Menkhus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve

November AP report

October financial statement - Michelle Daniel discussed the financial statement

#### <u>Appointments</u>

a. Casey Cottrell - P&Z Alternate

Motion: To appoint Casey Cottrell as an alternate to the Planning and Zoning Commission

Alderman – Ward 1 – Steve Markus: Motion

Alderman – Ward 2 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Don Menkhus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve



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#### Ordinances

Bill # 2023/115 - 1st and 2nd Reading

An Ordinance of the City of Pevely, Missouri authorizing the Mayor to execute a tax revenue sharing agreement with Jefferson County, Missouri for the one-half of one-percent sales tax for capital improvements to publicly maintained roads

### Motion: To put Bill #2023/115 on its 1st reading by caption only

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Don Menkhus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve

Alderman – Ward 1 – Don Menkhus: Motion Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 2 – Nick Fount, Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve

# Motion: To accept Bill #2023/115 on its 1st reading by caption only

Alderman – Ward 2 – Rick Yount: Motion Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Don Menkhus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve

Motion: To put Bill #2023/115 on its 2<sup>nd</sup> and final reading by caption only

Alderman – Ward 1 – Don Menkhus: Motion Alderman – Ward 3 – Tyler Leeder: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Don Menkhus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve

Motion: To approve Bill #2023/115 on its 2<sup>nd</sup> and final reading by caption only

Alderman – Ward 1 – Steve Markus: Motion Alderman – Ward 1 – Don Menkhus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Don Menkhus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve





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### **Continued Business**

<u>Stormwater</u> – Andy Hixson stated it would be discussed shortly <u>Trash contract – Discussion</u> – Andy Hixson stated that he is still waiting to hear from Republic <u>Animal registration fees</u> – Andy Hixson stated that Adam will present this at a January meeting <u>Sunshine request audit reports</u> Calendars

# Committee Reports

Planning and Zoning — Alderman Markus stated the next meeting is the 2<sup>nd</sup> Tuesday in January Tourism Board — No update
Board of Adjustment — no update
Police Personnel Board — no update
Park Board — no update

### **Administrative Reports**

Attorney Sweeney - no update

#### Police Chief -

a. Flock Cameras

Motion: To authorize Mark Glenn to sign the extended Flock Camera contract to lock in the rate

Alderman – Ward 1 – Don Menkhus: Motion Alderman – Ward 2 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve Alderman – Ward 1 – Don Menkhus: Approve Alderman – Ward 2 – Ryan Tucker: Approve Alderman – Ward 2 – Rick Yount: Approve Alderman – Ward 3 – Tyler Leeder: Approve Alderman – Ward 4 – Travis Dittmann: Approve Alderman – Ward 4 – William Brooks: Approve



# City Administrator -

a. <u>Abbey Lane/Buschberg Update</u> – Dave Christensen with Cochran Engineering spoke about grant opportunities.

Motion: To authorize Andy Hixson to move forward and apply for federal funding with Cochran Engineering

Alderman – Ward 1 – Don Menkhus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve
Alderman – Ward 1 – Don Menkhus: Approve
Alderman – Ward 2 – Ryan Tucker: Approve
Alderman – Ward 2 – Rick Yount: Approve
Alderman – Ward 3 – Tyler Leeder: Approve
Alderman – Ward 4 – Travis Dittmann: Approve
Alderman – Ward 4 – William Brooks: Approve

Alderman – Ward 2 – Rick Yount: Motion

A brief discussion took place on the stormwater projects and timelines.

#### **Council Member Reports**

Alderman Markus – Alderman Markus discussed the city meetings, thanked Chief Glenn, and discussed providing the EDC minutes to the board.

<u>Alderman Tucker – No report</u>

<u>Alderman Yount</u> – No report

Alderman Menkhus – Alderman Menkhus wished everyone a Merry Christmas

Alderman Leeder – No report

<u>Alderman Dittmann – No report</u>

<u>Alderman Brooks</u> – Alderman Brooks congratulated Ron Ebmeier for winning Employee of the Year and wished everyone a Merry Christmas

<u>Mayor Haas –</u> No report



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Motion: To adjourn

Alderman – Ward 2 – Rick Yount: Motion Alderman – Ward 3 – Tyler Leeder: 2<sup>nd</sup>

All in Favor: Aye

The meeting ended at 7:27 PM

Attest:	
Ashton Cooke, City Clerk	Stephanie M. Haas, Mayor



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# **December 2023**

• Admin Overtime Hours Worked: 60.415

• Animal Registrations: 1

• ATV Permits: 7

Business Licenses: 22

• Contractors Licenses: 65

• Hired Employees: 0

Solicitation Permits: 0

• Sunshine Requests: 2

• Termed Employees: 2

• Liquor License: 0

• Voter Registrations: 2

• Work Orders: 2

Yard Sale Permits: 0

# • Income by Source:

○ E911 Tax - \$ 866.47

○ Animal Control – \$ 127.50

o Animal Control Donations - \$ 0

○ Contractor's Licenses – \$ 3,266

o Liquor Licenses - \$0

○ Gross Receipts - \$ 2,918.17

○ Merchant Licenses – \$ 5,784.20

○ Miscellaneous General Revenue – \$ 204.10



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		Check/Voucher		Invoice/Credit	Check/Voucher	
Vendor ID	Vendor Name	Number	Description	Number	Date	Payments
1000	Voya Institutional Trust Company	025278	VK4549		12/4/2023	(100.00)
1000	Voya Institutional Trust Company	025325	VK 4549		12/11/2023	(100.00)
1000	Voya Institutional Trust Company	025360	VK 1216		12/18/2023	(100.00)
1000	Voya Institutional Trust Company	025378	VK 4549		12/22/2023	(100.00)
1000	Voya Institutional Trust Company	025398	VK4549		12/29/2023	(100.00)
			<b>Transaction</b> <b>Total</b>			(500.00)
1001	AFLAC of Columbus	025362	Dec. Payment	280063	12/18/2023	(71.11)
			Transaction Total			(71.11)
1003	Ameren MO	025335	November Payment	120 <b>72023</b>	12/13/2023	(293.01)
			<b>Trans</b> action Total			(293.01)
1008	Arnold Ready Mix	025299	Rock for Glenoma 36504	36504	12/5/2023	(1,112.50)
1008	Arnold Ready Mix	025336	Concrete for Mason Woods	36684	12/13/2023	(745.00)
			<b>Transaction</b> <b>Total</b>			(1,857.50)
1033	Century Credit Union -Visa	025364	November Payment	11302023	12/18/2023	(4,017.31)
			<b>Transaction</b> <b>Total</b>			(4,017.31)
1036	Charter Communications	025338	December PD Rear Payment	0012270120123	12/13/2023	(148.49)

Charter Communications 025338		173676501120123	12/13/2023	(539.94)
025338	38 December City Hall Fiber Payment	1/36/6/01120123	12/13/2023	(296./1)
025338	Sewer December Payment	225794401120123	12/13/2023	(335.97)
025365	965 Dec. 8136 Pheasant Dr. Payment	173534901120123	12/18/2023	(670.86)
025365		Dec. 1565 Scenic 173659801120123 Dr. Celltw Payment	12/18/2023	(677.93)
025365	365 Dec. 5475 Buckeye Valley Rd. Payment	173669601120123	12/18/2023	(355.98)
025365		Dec. 903 Alta Ave 173675801120123 Payment	12/18/2023	(670.86)
025365	365 Dec PD Internet Payment	173676601120123	12/18/2023	(550.00)
	Transaction Total			(4,246.74)
025311	311 Admin Dues	11272023	12/5/2023	(1,208.38)
	Transaction Total			(1,208.38)
025370	370 Sewer Job Posting 00249180	ig 00249180	12/18/2023	(176.00)
025370	370 Sewer Job Posting 00249405	ig 00249405	12/18/2023	(309.00)
025370	370 Sewer Job Posting 00249663	ig 00249663	12/18/2023	(309.00)
	Transaction Total			(794.00)

(513.00) (92.99)	(605.99)	(112.05)	(112.05)	(1,126.54)	(1,126.54)	(193.05)	(193.05)	(300.79)	(300.79)	(21.66)	(21.66)	(73.02)	
12/5/2023 12/13/2023		12/5/2023		12/13/2023		12/5/2023		12/13/2023		12/5/2023		12/5/2023	
								æ		3-2			
594918		3110260		2024		2351417		39795958		11292023		448592	
Hats er	Transaction Total	Nov. Locate Fees 3110260	Transaction Total	2024 Water/Wa <b>stewate</b> r Dues	Transaction Total	Concrete Tools	Transaction Total	inder	Transaction Total	Monthly Payment 11292023-2	Transaction Total		
Winter Hats PD Order	Transac	Nov. Lo	Transa	2024 Water/\ r Dues	Transa	Concre	Transa	PW Cylinder Rental	Transa	Month	Transa	Rock	
025309		025312		025349		025314		025346		025317		025321	
				Assoc		ms, INC		ent		2#			
orm orm		one Call		Missouri Rural Water Assoc		Nuway Concrete Forms, INC		Linde Gas & Equipment		Public Water District #7		ı Quarry	
Leon Uniform Leon Uniform		Missouri One Call		Missouri F		Nuway Co		Linde Gas		Public Wa		Trautman Quarry	
71		9,		£		91		80		60		4	
1147		1176		1177		1191		1208		1209		1244	

(73.02)	(539,50)	(539.50)	(100.00)	(100.00)	(6,604.00)	(6,604.00)	(75.00)	(75.00)	(7.74)	(100.00)	(107.74)	(84.00)
	12/13/2023		12/22/2023		12/22/2023		12/13/2023		12/5/2023	12/13/2023		12/18/2023
Te.	Radio Advertising MCC-1231140269		10		,	7	23-Markus	Tes.	3103583	ITV2952-T	-	CP1123
Transaction Total	Radio Advertising	Transaction Total	Dec Police Association Dues	Transaction Total	MO Dept of Rev - Dec 2023	Transaction Total	Markus Tow	Transaction Total	City Hall Phones	Dispatch 911 Services	Transaction Total	Dec. City Water Samples
	025334		0253780		025379		025347		025305	025341		025369
	Alpha Media Farmington		Pevely Police Association		Missouri Dep. Of Revenue		McCain's Towing & Autobody		IT Voice	IT Voice		Jefferson County Health
	1339		1442		1443		1630		1656	1656		1817

Jefferson County Health	025369	Nov. Hunters Glen HG1123 Water Samples	HG1123	12/18/2023	(14.00)
		Transaction Total			( <u>00.86</u> )
O'Reilly Automotive	025315	Headlight for truck 305	6470-188491	12/5/2023	(16.82)
O'Reilly Automotive	025315	Wiper Fluid	6470-188530	12/5/2023	(19.47)
O'Reilly Automotive	025315	Vehicle Cleaning	6470-188590	12/5/2023	(24.48)
O'Reilly Automotive	025315	Filters for Truck 313 & 314	6470-188649	12/5/2023	(61.51)
O'Reilly Automotive	025315	Foam Cleaner	6470-188650	12/5/2023	(5.99)
O'Reilly Automotive	025352	Brake Job	6470-089551	12/13/2023	(89.13)
O'Reilly Automotive	025352	Wiper Blade	6470-189080	12/13/2023	(11.06)
O'Reilly Automotive	025352	Plate Bolts	6470-189349	12/13/2023	(3.29)
O'Reilly Automotive	025352	Brake Line Hose	6470-189562	12/13/2023	(21.48)
O'Reilly Automotive	025352	Oil Filter	6470-189589	12/13/2023	(2.68)
O'Reilly Automotive	025373	5	6470-189600	12/18/2023	(85.98)
O'Reilly Automotive	025373	Antifreze	6470-189663	12/18/2023	(27.98)
		Transaction Total			(372.87)
Datamax	025300	PD Printers	3755308	12/5/2023	(358.78)
Datamax	025300	City Hall Printers	3771257	12/5/2023	(1,029.05)
		Transaction Total			(1,387.83)

2042	John Deere Financial	025343	November Payment	12012023-2	12/13/2023	(1,942.93)
			Transaction Total			(1,942.93)
2192	AT &T Mobility	025337	December Payment	12012023	12/13/2023	(747.62)
2192	AT &T Mobility	025363	Nov. Monthly Payment	12122023	12/18/2023	( <u>863.34</u> )
			Transaction Total			(1,610.96)
2202	Cochran	025366	Stormwater	SC8549	12/18/2023	(5,025.00)
2202	Cochran	025366	Master Plan Water Main & Asphalt Overlay	\$68585	12/18/2023	(3,240.05)
			Transaction Total			(8,265.05)
2303	Thurman Shinn & CO	02535 <b>6</b>	November Accounting Fees	67583	12/13/2023	(8,329.00)
			Transaction Total			(8,329.00)
2311	Wex Bank	025359	November Payment Transaction Total	93681912	12/13/2023	(6,505.73) (6,505.73)
2312	Walmart Community/RFCSLLC	025323	Monthly Payment 1652219738	1652219738	12/5/2023	(857.62)
			Transaction Total			(857.62)
2330	Waste Management	025358	December Payment	7261461-1840-1	12/13/2023	(52,322.20)

MISSOURI DEPT OF REVENUE-TAXATION DIVISION
025324
025377
025313
025351
025372
025372
025371

3013	Stericycle, Inc.	025375	November Shredding Pavment	8005476121	12/18/2023	(79.23)
			Transaction Total			( <u>79.23</u> )
3183	JEFFERSON COUNTY 9-1-1 DISPATCH	025342	PD Radios Annual 2865 Usage	5865	12/13/2023	(12,400.00)
			Transaction Total			(12,400.00)
3225	Duggan Law Firm LLC	025301	December Payment	977	12/5/2023	(2,000.00)
			Transaction Total			(2,000.00)
3446	Adam Mitchell	025333	Inspec <b>tors</b> Meeting	12062023	12/13/2023	(20.29)
			Transaction Total			(20.29)
3470	iWorq	025306	Work Management Pavment	202122	12/5/2023	(2,900.00)
			Transaction Total			(2,900.00)
3498	OnSite	025316	Pevely Park Restroom	0001644497	12/5/2023	(169.10)
3498	OnSite	025316	Cleaning Ellis Bage Restroom	0001644498	12/5/2023	(169.10)
			Cleanino Transaction Total			(338.20)
3507	MO Vocational Enterprises	025350	PD License Plates 676198RI	676198RI	12/13/2023	(294.50)

			Transaction Total			(294.50)
3533	Fick, Eggemeyer, & Williamson, CPA's	025302	2022 Audit	10-143-23	12/5/2023	(19,000.00)
			Transaction Total			(00.000'61)
3538	Key Equipment STL	025344	Street Department Sweeper Repair	STL205516	12/13/2023	(3,880.79)
			Transaction Total			(3,880.79)
3624	Robert K. Sweeney, L.L.C.	025354	NOvember Attorney Services	11302023	12/13/2023	(5,091.50)
			Transaction Total			(5,091.50)
3716	Kenzie King	025308	November Mileage	11302023	12/5/2023	(81.90)
			Transaction Total			(81.90)
3719	Hoppe's Septic	025304	Sludge Removal	11312023	12/5/2023	(1,650.00)
			Transaction Total			(1,650.00)
3722	Jaclyn Richardson	025307	Uniform Reimbursement	11292023	12/5/2023	(99.75)
3722	Jachyn Richardson	025368	Uniform Reimbursement	12182023-2	12/18/2023	(103.94)

(203.69)	(500.00)	(200.00)	(41,430.77)	(41,430.77)	(756.34)	(756.34)	(602.00)	(602.00)	(2,005.52)	(2,005.52)	(4,885.00)	(11,735.00)
	12/5/2023		12/5/2023		12/18/2023		12/18/2023		12/13/2023		12/13/2023	12/18/2023
=	12012023		2544		9951010965		12182023	==	er 11272023		118051	118312
Transaction Total	DECEMBER VEHICLE ALLOWANCE	Transaction Total	Sludge Removal	Transaction Total	Nov. Payment	Transaction Total	Dec. Judge Payment	Transaction Total	Street Freightliner 11272023 Repair	Transaction Total	October Annexation Growth Payment	Annexation Growth Plan
	025298		025310		025376		025367		025339		025353	025374
											Inc.	inc.
	Andy Hixson		Metro-AG, INC		Verizon		Colby Smith-Hynes		DBK Mobile Service & Repair		Peckham Guyton Albers & Viets, Inc.	Peckham Guyton Albers & Viets, Inc.
	3743		3748		3778		3780		3786		3809	3809

(525.00)	(17,145.00)	(10,120.04)	(10,120.04)	(67.87)	(67.87)	(298.50)	(298.50)	(159.00)	(191.00)	(671.00)	(1,021.00)	(202.00)	(384.00)	(400.00)	(2,060.90)	(2,060.90)
12/18/2023		12/13/2023		12/5/2023		12/5/2023		12/5/2023	12/13/2023	12/13/2023		12/13/2023	12/13/2023	12/13/2023	12/18/2023	12/18/2023
118313		IN16382		11282023		1201 <b>2023-</b> 2		33484	33559	33572		11072023	4882	5047	4944	5103
Ballfields Plan	Transaction Total	December IT Services	Transaction Total	Christmas Tree Doughnuts	Transaction Total	Cookies with Santa	Transaction Total	Unit 102 Oil &	Markus New Tire	Unit 126 Repair	Transaction Total	PD Badges	PD Uniforms	Badges	Beil Uniform	Cox Uniform
025374		025340		025319		025303		0253 <b>20</b>	025355	025355		025332	025332	025332	025361	025361
bers & Viets, Inc.		nology						and Tire	and Tire	and Tire						
Peckham Guyton Albers & Viets, Inc.		Forward Slash Technology		Sharon Shaffer		Harter Bakery		Stephens Car Care and Tire	Stephens Car Care and Tire	Stephens Car Care and Tire		6 Tactical, LLC				
3809		3811		3813		3820		3848	3848	3848		3849	3849	3849	3849	3849

3849	6 Tactical, LLC	025361	St Clair Uniform	5151	12/18/2023	(260.95)
3849	6 Tactical, LLC	025361	Glenn Uniform	5152	12/18/2023	(260.95)
3849	6 Tactical, LLC	025361	Blaire Uniform	5163	12/18/2023	( <u>70.00</u> )
			Transaction Total			(5,699.70)
3877	American Express	025297	Monthly Payment 10312023	10312023	12/5/2023	(5,775.19)
			Transaction Total			(5,775.19)
3895	Rick Yount	025318	Cookies With Santa Candy	11292023-3	12/5/2023	(202.07)
			Transaction Total			(202.07)
3896	Travis Dittmann	025322	Cookies With Santa Candy	11292023-4	12/5/2023	(400.00)
			Transaction Total			(400.00)
3897	Tomorrow's Treasures Photography	025357	Aldermen Photos	12042023	12/13/2023	(200.00)
3897	Tomorrow's Treasures Photography	025357	City Employee Pictures	12072023-2	12/13/2023	(500.00)
			Transaction Total			(700.00)

TOTAL (256,512.36)

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality:	PEVELY	Reporting	Period: Dec 1, 2023 -	Dec 29, 2	023
Mailing Address: 401 MAIN STRE	EET, PEVELY	, MO 63070	····· J			
Physical Address: 401 MAIN STR	REET, PEVEL	Y, MO 63070	)	County: Jefferson Co	ounty	Circuit: 23
Telephone Number:			Fax Number:			
Prepared by: DANA M GASSEL			E-mail Addre	ess: dana.gassel@cou	rts.mo.go	v (co
Municipal Judge: COLBY SMITH-	HYNES					
II. MONTHLY CASELOAD INFO	RMATION		2	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations)	pending at sta	rt of month		0	400	67
B. Cases (citations/informations)	filed		, , , , , , , , , , , , , , , , , , ,	0	97	6
C. Cases (citations/informations)	disposed					
1. jury trial (Springfield, Jefferso	0	0	0			
2. court/bench trial - GUILTY				0	0	0
3. court/bench trial - NOT GUIL	ΤΥ			0	0	0
4. plea of GUILTY in court				0	32	1
5. Violations Bureau Citations (i forfeiture by court order (as pay			nd bond	0	15	0
6. dismissed by court				0	10	0
7. nolle prosequi				0	2	0
8. certified for jury trial (not hear	d in Municipa	Division)		0	0	0
9. TOTAL CASE DISPOSITION	IS			0	59	1
D. Cases (citations/informations) caseload = (A+B)-C9]	pending at en	d of month [	pending	0	438	72
E. Trial de Novo and/or appeal ap	plications file	d		0	0	0
III. WARRANT INFORMATION (	ore- & post-d	isposition)	IV. PARKING	S TICKETS		
1. # Issued during reporting perior	d	2	1. # Issued d	uring period		0
2. # Served/withdrawn during rep	orting period	9	☐ Cou	urt staff does not proce	ess parkin	g tickets
3. # Outstanding at end of reporting	ng period	204		•	•	-

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

Reporting Period: Dec 1, 2023 - Dec 29, 2023

Municipality: PEVELY

V. DISBURSEMENTS					
Excess Revenue (minor traffic and munic ordinance violations, subject to the excepercentage limitation)		Other Disbursements:Enter below addition and/or fees not listed above. Designate if su excess revenue percentage limitation. Exambut are not limited to, arrest costs and witness	bject to the ples include,		
Fines - Excess Revenue	\$2,523.00	Court Automation			
	****		<u> </u>		

V. DISBURSEMENTS			
Excess Revenue (minor traffic and munic ordinance violations, subject to the exce percentage limitation)		Other Disbursements:Enter below additionand/or fees not listed above. Designate if sexcess revenue percentage limitation. Example but are not limited to, arrest costs and with	subject to the mples include,
Fines - Excess Revenue	\$2,523.00	Court Automation	\$249.07
Clerk Fee - Excess Revenue	\$380.40	Overpayment-E/R	\$0.50
Crime Victims Compensation (CVC) Fund	\$12.79	Overpayments Detail Code	\$0.50
surcharge - Paid to City/Excess Revenue		Total Other Disbursements	\$250.07
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$4,000.50
Total Excess Revenue	\$2,916.19	Bond Refunds	\$0.00
Other Revenue (non-minor traffic and ord violations, not subject to the excess reve percentage limitation)		Total Disbursements	\$4,000.50
Fines - Other	\$350.00		
Clerk Fee - Other	\$11.00		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$35.60		
Peace Officer Standards and Training (POST) Commission surcharge	\$35.58		
Crime Victims Compensation			

**COURT INFORMATION** 

# ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF PEVELY, MISSOURI

WHEREAS, on August 3, 2023 the fee simple owners of a certain tract of land, more particularly described on Exhibit A, which is attached hereto and made a part hereof, submitted a verified petition requesting voluntary annexation of the tract of land into the City of Pevely, Missouri under Section 71.014, RSMo.; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Pevely, Missouri; and

WHEREAS, the Board of Aldermen of the City of Pevely, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City of Pevely is able to furnish normal municipal services to said area within a reasonable time after annexation;

NOW THEREFORE, be it ordained by the Board of Aldermen of the City of Pevely, Missouri as follows:



NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PEVELY, MISSOURI, AS FOLLOWS:

<u>Section 1</u>. The City of Pevely hereby completes the annexation of an unincorporated area adjacent to the Pevely city limits, more fully described in Exhibit A attached hereto in accordance with Section 71.014, RSMo.

<u>Section 2</u>. The City of Pevely city limits are hereby extended to include the annexation area within the City of Pevely city limits. The annexation area is described in Exhibit A attached hereto and made a part hereof by reference.

<u>Section 3</u>. The effective date and time of the annexation will be 12:01 a.m., January 9, 2024.

<u>Section 4</u>. Normal city services shall be afforded to the annexation territory immediately from and after the effective date and time of the annexation.

<u>Section 5</u>. Zoning of the annexation area shall be established by the Board of Aldermen upon the recommendation of the Planning Commission in accordance with City ordinances governing same.

<u>Section 6</u>. The annexation area shall be designated as part of Ward 3, unless subsequently reassigned through a process of ward redistricting.

Section 7.	The City	/ Clerk o	f the Ci	ty of Pev	ely is h	ereby	ordered t	o cause	three	certified	copies	of this
Ordinance	to be fi	lled with	n the Je	fferson (	County	Clerk						

<u>Section 8.</u> This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

Read twice and passed this	day of	, 2024.
	Stephanie M. Haas Mayor of Pevely, Missouri	
ATTEST:		COPY
Ashton L. Cooke City Clerk of Pevely, Missouri		
Attorney Sweeney		

To Put Bill # By Caption:		its 1 <sup>st</sup> reading	To Accept B Reading by	ill #2024/101 Caption:	on its 1st	
Motioned: _ Seconded: _			Motioned: _ Seconded: _			
Dittmann Yount Markus Menkhus Tucker Leeder Brooks Absent:	<u>Aye</u>	Nay	Dittmann Yount Markus Menkhus Tucker Leeder Brooks Absent:	<u>Aye</u>	<u>Nay</u>	
To Put Bill # By Caption:		its 2nd Reading		Bill #2024/10 eading by Ca		
Motioned:	.,,		Motioned: _			(COP)
Seconded: _		***************************************	Seconded: _			The second secon
Dittmann Yount Markus Menkhus Tucker Leeder Brooks	<u>Aye</u>	Nay	Dittmann Yount Markus Menkhus Tucker Leeder Brooks	<u>Aye</u>	<u>Nay</u>	
Absent:			Absent:			

# SCRIVENER'S AFFIDAVIT

On this 3/ day of 10c, 2022, before me personally appeared, Phillip K. Gebhardt (hereinafter sometimes referred to as the "Affiant"), to me personally known, who being by me duly sworn, on oath did state as follows:

AFFIANT is more than eighteen (18) years of age and competent to make this Affidavit.

WHEREAS, Barry White acquired certain land located in Jefferson County, Missouri, by General Warranty Deed dated on or about April 15, 1985, and recorded on or about April 24, 1985, in Book 012 Page 264 of the Jefferson County Records.

WHEREAS, by Deed of Release dated on or about October 29, 1996, and recorded on or about November 13, 1996, in Book 745, Page 956 of the Jefferson County Records describing the same real estate described in said General Warranty Deed recorded in Book 012 Page 264 of the Jefferson County Records, Barry White is referred to as being also known as Barry M. White.

WHEREAS, Barry White, a single person, conveyed part of the real estate described in said General Warranty Deed recorded in Book 012 Page 264 of the Jefferson County Records to White Real Estate Management, L.L.C., by General Warranty Deed dated on or about July 16, 2002, and recorded on or about July 22, 2002, as Document No. 020039602 of the Jefferson County Records.

WHEREAS, Affiant prepared the Quit Claim Deed dated May 10, 2022, recorded on or about May 10, 2022, as Document No. 2022R-015613 of the Jefferson Land Records, by and between Jeff Schmidt and Michelle Schmidt, husband and wife, as Grantors, and Professional Real Estate Management LLC, a Missouri limited liability company, as Grantee,

СОРУ

WHEREAS, as to Parcel I in said Quit Claim Deed recorded as Document No. 2022R-015613 of the Jefferson County Records, Affiant used the legal description in the General Warranty Deed recorded in Book 012 Page 264 of the Jefferson County Records in preparing said Quit Claim Deed, mistakenly omitting the conveyance of part of said real estate by Barry White, a single person, evidenced by the General Warranty Deed dated on or about July 16, 2002, and recorded on or about July 22, 2002, as Document No. 020039602 of the Jefferson County Records.

WHEREAS, the legal description of Parcel I as same appears in said Quit Claim Deed recorded as Document No. 2022R-015613 of the Jefferson County Records is as follows:

PARCEL I: 9120 Commercial Boulevard, Pevely, Missouri 63070

Four and four-tenths (4.4) acres being part of a larger tract in the Northeast Fractional Quarter of Section Nineteen (19), Township Forty-one (41) North, Range Six (6) East, Jefferson County, Missouri, which larger tract was conveyed by Ellie R. Bage and Maud M. Bage, his wife, to William P. Stueve by deed dated August 13, 1923, recorded in Book 95, page 322 of the records in the Recorder's Office of Jefferson County, Missouri. Said tract of four and four-tenths (4.4) acres hereby conveyed being described as follows: Beginning at an iron pipe which marks the

Northeast corner of said Fractional Section Nineteen (19), and the most Northern corner of said the above-mentioned larger tract, proceed thence South with the Section line four hundred twenty-seven and one-tenth (427.1) feet; thence South 34 degrees 17 minutes West, parallel with the Northwestern boundary line of said larger tract, six hundred ninety-six and two-tenths (696.2) feet to a stake in the Northeastern right-of- way line of State Highway No. 61 and located forty (40) feet distant from the center line of said Highway; thence Northward with said right-ofway line, two hundred eight and nine-tenths (208.9) feet; thence North 23 degrees 30 minutes East with the Southeastern boundary line of a parcel of land which was conveyed by William P. Stueve and Dehlia Stueve, his wife, to Frank Montur and Emma Montur, his wife, by deed dated December 4, 1933, recorded in Book 124, page 574 of the aforesaid records, one hundred ten and nine tenths (110.9) feet to an old iron pipe marking a corner of said parcel of land; thence North 14 minutes West with the Eastern boundary line of said parcel of land, fifty-four (54) feet to an old iron pipe marking the most Northern corner of said parcel of land, which iron pipe is located in the Northwestern boundary line of the first above-mentioned larger tract; thence North 34 degrees 17 minutes East with the Northwestern boundary line of said larger tract. (Note: This boundary line is erroneously described in the deed from Ellie R. Bage and wife to William P. Stueve, as running North 33-1/4 degrees East) eight hundred six and three-tenths (806.3) feet to the place of beginning, containing four and four-tenths (4.4) acres.

Excepting a half interest in the drilled well located on the above-described real estate; the cost of upkeep, repairs, and maintenance of said Well to be shared equally by William P. Stueve and Dehlia Stueve, his wife, and Horace C. Alcorn and Mabel A. Alcorn, his wife, their heirs, and assigns.

Subject to an easement of ingress and egress of said William P. Stueve and wife to and from the drilled well above-mentioned, and subject to easement for water pipe for said land to adjoining lands of said William P. Stueve and wife to the South as reserved in warranty deed dated April 13, 1946, and recorded in the Recorder's Office of Jefferson County, Missouri in Book 158, page 500.



WHEREAS, the legal description above for Parcel I in said Quit Claim Deed recorded as Document No. 2022R-015613 of the Jefferson County Records is incorrect.

WHEREAS, a more accurate legal description for Parcel I in said Quit Claim Deed recorded as Document No. 2022R-015613 of the Jefferson County Records is as follows:

PARCEL I: 9120 Commercial Boulevard, Pevely, Missouri 63070

Four and four-tenths (4.4) acres being part of a larger tract in the Northeast Fractional Quarter of Section Nineteen (19), Township Forty-one (41) North, Range Six (6) East, Jefferson County, Missouri, which larger tract was conveyed by Ellie R. Bage and Maud M. Bage, his wife, to William P. Stueve by deed dated August 13, 1923, recorded in Book 95, page 322 of the records in the Recorder's Office of Jefferson County, Missouri. Said tract of four and four-tenths (4.4) acres hereby conveyed being described as follows: Beginning at an iron pipe which marks the Northeast corner of said Fractional Section Nineteen (19), and the most Northern corner of said the above-mentioned larger tract, proceed thence South with the Section line four hundred

twenty-seven and one-tenth (427.1) feet; thence South 34 degrees 17 minutes West, parallel with the Northwestern boundary line of said larger tract, six hundred ninety-six and two-tenths (696.2) feet to a stake in the Northeastern right-of- way line of State Highway No. 61 and located forty (40) feet distant from the center line of said Highway; thence Northward with said right-ofway line, two hundred eight and nine-tenths (208.9) feet; thence North 23 degrees 30 minutes East with the Southeastern boundary line of a parcel of land which was conveyed by William P. Stueve and Dehlia Stueve, his wife, to Frank Montur and Emma Montur, his wife, by deed dated December 4, 1933, recorded in Book 124, page 574 of the aforesaid records, one hundred ten and nine tenths (110.9) feet to an old iron pipe marking a corner of said parcel of land; thence North 14 minutes West with the Eastern boundary line of said parcel of land, fifty-four (54) feet to an old iron pipe marking the most Northern corner of said parcel of land, which iron pipe is located in the Northwestern boundary line of the first above-mentioned larger tract; thence North 34 degrees 17 minutes East with the Northwestern boundary line of said larger tract. (Note: This boundary line is erroneously described in the deed from Ellie R. Bage and wife to William P. Stueve, as running North 33-1/4 degrees East) eight hundred six and three-tenths (806.3) feet to the place of beginning, containing four and four-tenths (4.4) acres.

Excepting a half interest in the drilled well located on the above-described real estate; the cost of upkeep, repairs, and maintenance of said Well to be shared equally by William P. Stueve and Dehlia Stueve, his wife, and Horace C. Alcorn and Mabel A. Alcorn, his wife, their heirs, and assigns.

Subject to an easement of ingress and egress of said William P. Stueve and wife to and from the drilled well above-mentioned, and subject to easement for water pipe for said land to adjoining lands of said William P. Stueve and wife to the South as reserved in warranty deed dated April 13, 1946, and recorded in the Recorder's Office of Jefferson County, Missouri in Book 158, page 500.

Excepting that part of the above-described real estate conveyed by Barry White, a single person, to White Real Estate Management, L.L.C., a Missouri limited liability company, by General Warranty Deed dated on or about July 16, 2002, and recorded on or about July 22, 2002, as Document No. 020039602 of the Jefferson County Records.

Parcel Identification Number 10-4.0-19.0-1-001-005.

AND WHEREAS, this Affidavit is intended to be recorded in the land records of Jefferson County, Missouri, to establish public notice that the legal description of Parcel I in the Quit Claim Deed recorded as Document No. 2022R-015613 of the Jefferson County Records is incorrect as said legal description omits a conveyance of part of the larger tract conveyed by the General Warranty Deed recorded in Book 012 Page 264 of the Jefferson County Records, as evidenced by the General Warranty Deed recorded as Document No. 020039602 of the Jefferson County Records.



# ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF PEVELY, MISSOURI

WHEREAS, on August 3, 2023 the fee simple owners of a certain tract of land, more particularly described on Exhibit A, which is attached hereto and made a part hereof, submitted a verified petition requesting voluntary annexation of the tract of land into the City of Pevely, Missouri under Section 71.014, RSMo.; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Pevely, Missouri; and

WHEREAS, the Board of Aldermen of the City of Pevely, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City of Pevely is able to furnish normal municipal services to said area within a reasonable time after annexation;

NOW THEREFORE, be it ordained by the Board of Aldermen of the City of Pevely, Missouri as follows:



NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PEVELY, MISSOURI, AS FOLLOWS:

<u>Section 1</u>. The City of Pevely hereby completes the annexation of an unincorporated area adjacent to the Pevely city limits, more fully described in Exhibit A attached hereto in accordance with Section 71.014, RSMo.

<u>Section 2</u>. The City of Pevely city limits are hereby extended to include the annexation area within the City of Pevely city limits. The annexation area is described in Exhibit A attached hereto and made a part hereof by reference.

<u>Section 3</u>. The effective date and time of the annexation will be 12:01 a.m., January 9, 2024.

<u>Section 4</u>. Normal city services shall be afforded to the annexation territory immediately from and after the effective date and time of the annexation.

<u>Section 5</u>. Zoning of the annexation area shall be established by the Board of Aldermen upon the recommendation of the Planning Commission in accordance with City ordinances governing same.

<u>Section 6</u>. The annexation area shall be designated as part of Ward 3, unless subsequently reassigned through a process of ward redistricting.

<u>Section 7</u> . The City Clerk of the City of Pevely is hereby ordered to cause three certified copies	of this
Ordinance to be filled with the Jefferson County Clerk	

Section 8.	This Ordinance	e shall be in fu	ll force and	effect from	and after its	passage and	approval by the
Mayor an	d City Council.						

Read twice and passed this	day of	_, 2024.	
	Stephanie M. Haas Mayor of Pevely, Missouri		
ATTEST:			
Ashton L. Cooke City Clerk of Pevely, Missouri			COP
 Attorney Sweeney			

To Put Bill # By Caption:	2024/102 on i	its 1 <sup>st</sup> reading	To Accept B Reading by	ill #2024/102 Caption:	on its 1st	
Motioned: Seconded:			Motioned: _ Seconded: _			
Dittmann Yount Markus Menkhus Tucker Leeder Brooks Absent:	<u>Aye</u>	<u>Nay</u>	Dittmann Yount Markus Menkhus Tucker Leeder Brooks Absent:	<u>Aye</u>	<u>Nay</u>	
To Put Bill #2 By Caption:	2024/102 on i	its 2nd Reading		Bill #2024/10 eading by Ca		
Motioned:			Motioned:			
Seconded:			Seconded:			
Dittmann Yount Markus Menkhus Tucker Leeder Brooks	<u>Aye</u>	<u>Nay</u>	Dittmann Yount Markus Menkhus Tucker Leeder Brooks	<u>Aye</u>	<u>Nay</u>	COPY
Absent:			Absent:			

2023R-013824

FILED AND RECORDED
IN OFFICIAL RECORD
06/08/2023 11:52 AM
DEBBIE DUNNEGAN, RECORDER
JEFFERSON COUNTY, MO
PAGES 2

RECORDING FEE 27.00



GENERAL WARRANTY DEED

True Title Company, LLC SC230450

THIS GENERAL WARRANTY DEED is made and entered into as of 6/6/20-3. by and between:

GRANTOR: Trustee II LLC

whose address is: 3 Southwoods Rd, Festus, MO, 63028

and

GRANTEE: City of Pevely, Missouri

whose address is: 401 Main St., Pevely, MO, 63070

WITNESSETH, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by said Grantees, the receipt of which is hereby acknowledged by Grantor, does by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto Grantee, their heirs and assigns, the following real property located in the County of Jefferson and State of Missouri, and more fully described as:

Part of a larger tract of land located in Fractional Section 19, Township 41 North, Range 6 East, Jefferson County, Missouri conveyed by Oglesby to White by deed dated October 18, 1949, recorded in Book 185 at page 393 of the Jefferson County Land Records, described as follows: Beginning at a point in the Northeastern right of way line of State Highway No. 61-67, said point marking the most Southern corner of said larger tract and running thence with said right of way line North 30 degrees 51 minutes West 123.48 feet; thence departing from said right of way line and running North 60 degrees 05 minutes East 77.84 feet; thence South 29 degrees 14 minutes East 86.43 feet to a point in the Southeastern boundary line of said White tract; thence South 34 degrees 17 minutes West 83.12 feet to the place of beginning.

END OF LEGAL DESCRIPTION

JUN 0 6 2023

# **RESOLUTION NO. 2024/001**

# A RESOLUTION REAPPOINTING THE SWEENEY LAW FIRM FOR PROFESSIONAL SERVICES

WHEREAS, the Code of Ordinances provides that the City of Pevely, Missouri is authorized to engage certain professional services for the efficient and effective operation of the City; and

WHEREAS, the Board of Alderpersons for the City of Pevely ("City") have determined that certain of those professional services should be retained on an ongoing basis subject to the rates outlined in Exhibit A;

NOW, THEREFORE, BE IT RESOLVED upon the recommendation of the Mayor and by confirmation of the Council of the City of Pevely, Missouri, that the City Administrator and/or the Mayor are authorized to execute the professional contract, attached hereto and fully incorporated as "Exhibit A" and made a part of this Resolution—the professional relationships to be governed by the terms of the attached agreements.



		Mayor	
ATTEST:			
City Clerk	·········		
Dated and effective this	day of	, 2024.	

To Read Res Motioned:		
Seconded:		
	Aye	Nay
Dittmann	***************************************	
Yount	***************************************	
Markus		
Menkhus	-1	
Tucker		
Leeder	***	
Brooks	WITH COMMAND AND A STATE OF THE	
Absent:		
To Approve Motioned: Seconded:		
	Aye	Nay
Dittmann		<u> </u>
Yount		***************************************
Markus		
Menkhus		
Tucker		
Leeder		
Brooks		- ADMINISTRAÇÃO TO
Absent:		***



Exhibit A

## **CONTRACT FOR LEGAL SERVICES**

This contract shall commence on January 1, 2024, between Robert Sweeney LLC, hereinafter referred to as the "firm" and the City of Pevely, hereinafter referred to as "City". The contract automatically renew unless terminated by either party.

WHEREAS, the City of Pevely desires to continue the agreement for legal services between the City and the firm.

WHEREAS, the firm will continue to provide legal services until the termination of this contract.

WHEREAS, periodic rate increases, as outlined below, will assist the City with budgeting projection, by making increases predictable and regular.

NOW, THEREFORE, the parties agree as follows:

The firm shall provide the following legal services:

- 1. Attending monthly Board of Alderpersons meeting, unless excused by the Mayor
- 2. Communicate with Department Heads regarding any matter with legal implications
- 3. Represent the City in all legal matters
- 4. Communicate with and facilitate representation by insurance Counsel when appropriate
- 5. Communicate with elected officials regarding any legal matters pertaining to the City.
- 6. General Consulting as needed.

The City shall compensate the Firm as follows:

- 1. Beginning January 1, 2024 the Firm's hourly rate shall me One Hundred Ninety-Five Dollars (\$195.00) per hour, billed to the quarter hour.
- 2. That rate shall increase in the amount of Ten Dollars (\$10.00) per hour bi-annually. With the first such increase occurring on January 1, 2026.

These rates may be renegotiated by either party at any time, by giving Sixty (60) days notice.

Termination:



- 1. The City at the pleasure of the Mayor, with the consent and advice of Council may terminate this agreement at any time, pursuant to Missouri Statutes.
- 2. The Firm may terminate this agreement at any time, and within compliance with the rules of professional conduct as identified by the Missouri Supreme Court.

### **Additional Terms:**

- 1. The lead attorney representing the City is Allison Sweeney, however any attorney working for the firm may assist in the representation of the City.
- 2. Any disputes arising as a result of this contract shall have proper venue in Jefferson County, Missouri.

CITY OF PEVELY, MISSOURI		COPY
Stephanie Haas, Mayor	Date	
Allison Sweeney, Attorney	 Date	

#### **RESOLUTION NO. 2024/002**

# A RESOLUTION REAPPOINTING COCHRAN ENGINEERING FOR PROFESSIONAL SERVICES

WHEREAS, the Code of Ordinances provides that the City of Pevely, Missouri is authorized to engage certain professional services for the efficient and effective operation of the City; and

WHEREAS, the Board of Alderpersons for the City of Pevely ("City") have determined that certain of those professional services should be retained on an ongoing basis subject to the rates outlined in Exhibit A1;

NOW, THEREFORE, BE IT RESOLVED upon the recommendation of the Mayor and by confirmation of the Council of the City of Pevely, Missouri, that the City Administrator and/or the Mayor are authorized to execute the professional contract, attached hereto and fully incorporated as "Exhibit A" and made a part of this Resolution. The professional relationships to be governed by the terms of the attached agreements.

			To Control of the Con
		Mayor	
ATTEST:			
City Clerk	Parket Control		
Dated and effective this	day of	2024	

To Read R	esolution #2	024/002		
Motioned:				
	Aye	Nay		
Dittmann		***************************************		
Yount		***************************************		
Markus		-		
Menkhus		-		
Tucker		<del> </del>		
Leeder		and the state of t		
Brooks		endone as transcensor		
Absent:				
	e Resolution			
	Aye	Nay		
Dittmann	-			
Yount				GOPY
Markus				
Menkhus				
Melikilus		veteran untertere		
Tucker				
Tucker				

Exhibit A

#### SERVICE AGREEMENT

This Agreement is made and between Cochran Engineering and the City of Pevely, and shall commence on January 1, 2024.

IN CONSIDERATION of the promises and the covenants listed herein, the parties agree as follows:

### I. Definitions

As used in this Service Agreement, the following words and phrases have the meanings indicated:

- 1.1 "Agreement Manager" means Andy Hixson City Administrator of the City of Pevely or any subsequent city administrator or provisional or interim city administrator of the City.
- 1.2 "City" means the City of Pevely, Jefferson County, Missouri.
- 1.3 "Engineer" means Cochran Engineering.
- 1.4 "Proposal" means Cochran Engineering's proposal, dated July 1, 2023 attached hereto as "Exhibit A1".

## 2 Scope of Services

- 2.1 The Engineer agrees to provide the services outlined in the Desired Scope of Services section of the RFQ.
- 2.2 These services shall be provided in accordance with this Service Agreement, the RFQ, and the Proposal, which are attached hereto and incorporated herein by reference. If there is any conflict between this Service Agreement, the RFQ, and the Proposal, the terms of the Service Agreement shall govern.
- 2.3 The Agreement Manager may, at any time and by written order, make changes in the work within the Desired Scope of Services in the RFQ.
- 3 Duration, Extension, and Notice Thereof
  - 3.1 The initial term of this Service Agreement shall be ongoing, and when appropriate, Engineer will submit updated service costs to be approved by vote of the Board of Alderpersons.

## 4 Compensation and Payment

- 4.1 The City agrees to pay the Engineer such amounts as set forth on Exhibit A1 for the work provided.
- 4.2 The Engineer shall submit to the City monthly invoices for work performed during said month. The City shall remit a lump sum payment to the Engineer no later than thirty (30) days after receipt of the invoice.

## 5 Rights to Records

- 5.1 The Engineer agrees that all documents and materials, including but not limited to software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Engineer solely for purposes of this Service Agreement with and delivered to the City shall be the sole property of the City and shall be available to the City at any time. The City shall have the right to use the same without restriction and without compensation to the Engineer other than that specifically provided by this Service Agreement.
- 5.2 The Engineer agrees that, at all times during the term of this Service Agreement and thereafter, works created as deliverables under this Service Agreement, and services performed under this Service Agreement, shall be "works made for hire," as that term is interpreted under U.S. copyright law. To the extent that any products created as deliverables under this Service Agreement are not works for hire for the City, the Engineer hereby relinquishes, transfers, and assigns to the City all of its rights, title, and interest (including all intellectual property rights) to such products, and will cooperate reasonably with the City in effectuating and registering any necessary assignments.



- 5.3 The Engineer shall report to the Agreement Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Engineer with respect to all data delivered under this Service Agreement.
- 5.4 The Engineer may not affix any restrictive markings upon any data or materials provided under this Service Agreement, and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

### 6 Patents, Copyrights, Intellectual Property

- 6.1 If the Engineer furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, the Engineer shall obtain the necessary permission or license to permit the City to use such item.
- 6.2 The Engineer will defend or settle, at its own expense, any claim or suit against the City alleging that any such item furnished by the Engineer infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright, or trade secret, the Engineer will defend the City against that claim at the Engineer's expense and will pay all damages, costs, and attorney's fees that a court finally awards, provided the City (i) promptly notifies the Engineer in writing of the claim; and (ii) allows the Engineer

- to control, and cooperates with the Engineer in, the defense and any related settlement negotiations. The obligations of this Section 5.2 are in addition to those stated in Section 5.3 below.
- 6.3 If any products furnished by the Engineer become, or in the Engineer's opinion are likely to become, the subject of a claim of infringement, the Engineer will, at its option and expense: a) procure for the City the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## 7 Confidentiality

Subject to the Missouri Sunshine Law and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation any information or data stored within the Engineer's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Service Agreement, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Service Agreement; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

# СОРУ

### 8 Loss of Data

8.1 In the event of loss of any City data or records where such loss is due to the intentional act or omission or negligence of the Engineer or any of its subcontractors or agents, the Engineer shall be responsible for recreating such lost data in the manner and on the schedule set by the Agreement Manager. The Engineer shall ensure that all data is backed up and recoverable by the Engineer.

#### 9 Indemnification

- 9.1 The Engineer shall indemnify the City against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Service Agreement or its subcontractors under this Service Agreement.
- 9.2 The City has no obligation to provide legal counsel or defense to the Engineer or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Service Agreement against the Engineer or its subcontractors as a result of or relating to the Engineer's obligations under this Service Agreement.
- 9.3 The City has no obligation for the payment of any judgments or the settlement of any claims against the Engineer or its subcontractors as a result of or relating to the Engineer's obligations under this Service Agreement.

9.4 The Engineer shall immediately notify the Agreement Manager of any claim or suit made or filed against the Engineer or its subcontractors regarding any matter resulting from or relating to the Engineer's obligations under the Service Agreement, and will cooperate, assist, and consult with the City in the defense or investigation of any claim, suit, or action made or filed against the City as a result of or relating to the Engineer's performance under this Service Agreement.

### 10 Non-Hiring of Employees

10.1 No official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall, during the pendency and term of this Service Agreement and while serving as an official or employee of the City, become or be an employee of the Engineer or any entity that is a subcontractor on this Service Agreement.

#### 11 Missouri Law

11.1 This Service Agreement shall be construed, interpreted, and enforced according to the laws of the State of Missouri, with venue in Jefferson County, Missouri.

## 12 Nondiscrimination in Employment

12.1 The Engineer agrees: (a) not to discriminate in any maimer against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

### 13 Contingent Fee Prohibition

13.1 The Engineer warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the Engineer, to solicit or secure this Service Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Service Agreement.

### 14 Non-Availability of Funding

14.1 If the Board of Aldermen of the City fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Service Agreement succeeding the first fiscal period, this Service Agreement shall be canceled automatically as of the beginning of the fiscal period for which funds were

not appropriated or otherwise made available; provided, however, that this will not affect either the City's rights or the Engineer's rights under any termination clause in this Service Agreement. The effect of termination of the Service Agreement hereunder will be to discharge both the Engineer and the City from future performance of the Service Agreement, but not from their rights and obligations existing at the time of termination. The Engineer shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Service Agreement. The City shall notify the Engineer as soon as it has knowledge that funds may not be available for the continuation of this Service Agreement for each succeeding fiscal period beyond the first.

#### 15 Termination for Cause

15.1 If the Engineer fails to fulfill its obligations under this Service Agreement, or otherwise violates any provision of the Service Agreement, the City may terminate the Service Agreement by written notice to the Engineer. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Engineer shall, at the City's option, become the City's property. The City shall pay the Engineer fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Engineer's breach. If the damages are more than the compensation payable to the Engineer, the Engineer will remain liable after termination and the City can affirmatively collect damages.

#### 16 Termination for Convenience

- 16.1 The performance of work under this Service Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. The City will pay all reasonable costs associated with this Service Agreement that the Engineer has incurred up to the date of termination, and all reasonable costs associated with termination of the Service Agreement; provided, however, the Engineer shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- 16.2 Engineer shall give the City Ninety (90) days written notice of its intent to terminate the relationship.

## 17 Nonexclusive Agreement

- 17.1 This Service Agreement shall not be interpreted as an exclusive arrangement between the City and the Engineer.
- 17.2 The City shall, at its discretion, hire the services of any other engineering firm for any reason at any time during the duration of the Service Agreement and any extensions thereof. It is understood by both parties that, generally speaking, the City would like to use the Engineer for all engineering needs.

#### 18 Retention of Records



18.1 The Engineer shall retain and maintain all records and documents in any way relating to this Service Agreement for three (3) years after final payment by the City under this Service Agreement or until the expiration of any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, including the Agreement Manager or the Agreement Manager's designee, at all reasonable times.

#### 19 Warranties

The Engineer hereby represents and warrants that:

- 19.1 It is qualified to do business in the City and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 19.2 It is not in arrears with respect to the payment of any monies due and owing the City, Jefferson County, the State of Missouri or any department or unit thereat: including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Service Agreement.
- 19.3 It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Service Agreement.
- 19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Service Agreement.

## 20 Subcontracting; Assignment

20.1 The Engineer may not subcontract any portion of the services provided under this Service Agreement without obtaining the prior written approval of the City, nor may the Engineer assign this Service Agreement or any of its rights or obligations hereunder without the prior written approval of the City. Any such approval shall be in the City's sole and absolute subjective discretion. Any such subcontract or assignment shall include the terms of this Service Agreement and any other terms and conditions that the City deems necessary to protect its interests. The City shall not be responsible for the fulfillment of the Engineer's obligations to any subcontractor or assignee.

#### 21 Administrative

- 21.1 The work to be accomplished under this Service Agreement shall be performed under the direction of the Agreement Manager. As referenced on Exhibit A1, the Engineer utilizes a Task Order system for specific projects and said Task Order system shall be used for the work to be accomplished under this Service Agreement.
- All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the City: Andy Hixson (or the current City Administrator)

401 Main Street

Pevely, Missouri 63070 Office: 636-475-4452 Fax: 636-475-4116

C: 030-4/3-4

If to the Engineer: David Christensen, P.E.

737 Rudder Road

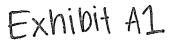
St. Louis, Missouri 63026 Office: 314-842-4033

IN WITNESS HEREOF, the parties have executed this Service Agreement as of the date set forth at the top of the first page hereof.

# **COCHRAN ENGINEERING**

David Christensen	Date







Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

## 2023 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts. Effective July 1, 2023, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	Charge-Out
Principal/Vice President	\$ 230.00
Regional Manager	\$ 215.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00



#### Note:

\*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.

\*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760 737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957 530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512 1163 Maple Street Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811

2804 N. Biagio Street Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109 905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298

# Memo

To: Mayor and Board of Aldermen

From: Andy Hixson CC: Ashton Cooke Date: 5-Jan-2024

Re: Trash RFP Results



In September 2023 the City put out an RFP for Trash Services. The current contract with Waste Management was in its third year. After checking with several local Cities in Jefferson County; it noted that Pevely has the highest cost for trash services. More than \$10.50 more than the next highest City (Herky). Bids close on October 31<sup>st</sup> with three competitors bidding. All three bidders met the qualifications.

There were four base options and two Additional Options. —The individual companies results are attached.



Base Option No. 1: Once weekly curbside solid waste collection (containerized and adjacent non-containerized items) and disposal. Once weekly curbside recycling collection (containerized) and disposal.

Base Option No. 2: Once weekly curbside solid waste collection (containerized only) and disposal. Once weekly curbside recycling collection (containerized) and disposal.

Base Option No. 3: Once weekly curbside solid waste collection (containerized, adjacent non-containerized items, and one bulk item) and disposal. Once weekly curbside recycling collection (containerized) and disposal.

Base Option No. 4: Once weekly curbside solid waste (containerized only), Once weekly bulk item, and once weekly recycling collection and disposal.

Additional Option No. 1: Once monthly curbside yard waste collection. Prices listed below will be in addition to the Base Options listed above. Yard waste shall be placed in paper bags, trash cans, or carts as provided by the selected company or firm.

Additional Option No. 2: Additional residential cart. This price should be the cost for one (1) additional waste cart. If available, the additional waste cart would be available to only those residential units interested in having two (2) carts. Not all residential units would receive a second cart. Prices listed below will be in addition to the Base Options listed above.

## Recommendation:

We would like to extend our Waste Management Contract with Waste Management for the next year. This is the first of two optional years with Waste Management, which gives us the flexibility to either go back out for bid at the end of 2024, go out for bid in 2025 or both. We are confident that this decision will help us continue to manage our waste effectively and efficiently while maintaining the high standards that we have set for our City. Moreover, this extension will give us more time to evaluate our options and make an informed decision when the contract expires. Please note that there is a slight increase in the cost (\$1.97 per month), which is necessary to ensure the sustainability of the service. We appreciate your understanding and look forward to working with Waste Management

Please see Exhibit A-Company Rates-



# EXHIBIT A COMPANY RATES

### **Price**

Year 1: \$25.70

Year 2: \$26.60

Year 3: \$27.53

Year 4 (Option Year): \$28.50 Year 5 (Option Year): \$29.49

• Including once per week trash and recycling collection

Trash includes containerized waste and adjacent items

Recycling service shall be restricted to the contents of the cart

• Also includes I bulky item per week

A 96 gallon trash cart and a 64 gallon recycling cart will be provided to all residents at no additional
cost.

## **Optional Services**

Optional Subscription Yard Waste Service

Monthly Service

• 10-Bag/Bundle Limit

Year 1: \$5.00

Year 2: \$5.25

Year 3: \$5.50

Year 4: \$5.75

• Year 5: \$6.00

Optional Additional Cart Rental

Year 1: \$2.00

• Year 2: \$2.10

Year 3: \$2.20

Year 4: \$2.30

Year 5: \$2.40

Optional Appliance Disposal: \$25 Per Item Years 1-5

Additional Bulk Items: \$10 Per Item



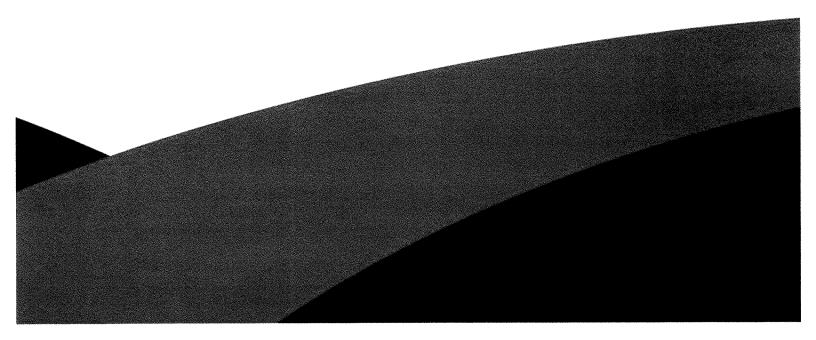


# The City of Pevely

Supplemental Actuarial Valuation of Alternate LAGERS Benefits February 28, 2023







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Summary of Financial Assumptions	
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Summary of LAGERS Provisions	
Appendix III	
Benefit Illustrations	







December 15, 2023

The City of Pevely Pevely, Missouri

Ladies and Gentlemen:

Submitted in this report are the results of an actuarial valuation prepared to determine the employer contribution rates required to support, for your employees, certain benefits provided by the Missouri Local Government Employees Retirement System (LAGERS). This report contains the information needed to comply with Missouri state disclosure requirements regarding changes in LAGERS benefits by a political subdivision (Sections 105.660 - 105.685 RSMo).

The contribution requirement for benefits likely to accrue as a result of the future service of your employees is described in this report as the normal cost rate plus the casualty rate. This contribution rate, expressed as a percent of active employee payroll, will depend on the benefit plan adopted.



The contribution requirement to pay for benefits likely to result from service rendered by your employees prior to the valuation date, the liability for which is not covered by present employer account balances, is described in this report as the prior service cost rate. The prior service cost rate is the rate of contribution designed to pay for any unfunded actuarial accrued liability.

Section 70.730 of the Revised Statutes of Missouri requires participating employers to contribute the normal cost rate, casualty rate, and prior service cost rate for the benefit plan in effect. These contributions are mandatory.

The actuarial assumptions and methods used to determine the stated costs are described in Appendix I of this report. In our opinion, they do produce results which, in the aggregate, are reasonable. Additional miscellaneous and technical assumptions as well as disclosures required by the actuarial standards of practice may be found in the LAGERS Compiled Annual Actuarial Valuation report as of February 28, 2023. Annual actuarial valuation results for the political subdivision and information pertaining to those results may be found in the political subdivision's annual actuarial valuation report as of February 28, 2023.

This report was prepared using our proprietary valuation model and related software which, in our professional judgment, has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

The computed contribution rates will permit the System to continue to operate in accordance with the actuarial principles of level cost financing and the state law which governs LAGERS. Summary provisions of the law as well as benefit illustrations can be found in Appendices II and III.

The City of Pevely December 15, 2023 Page 2

In accordance with 105.675 RSMo, note that this entire report must be available as public information for at least 45 calendar days prior to the date final official action is taken by your governing body to adopt an alternate benefit plan. You may wish to make notice of this report in the official minutes of the next meeting of your governing body. This action would not be binding on your subdivision, yet would establish the beginning date of the 45 day waiting period. The statement of cost must also be provided to the Joint Committee on Public Employee Retirement. The statement can be mailed to the State Capitol, Room 219-A, Jefferson City, MO 65101 or e-mailed to JCPER@senate.mo.gov.

The valuation was based on the same data as was used in your February 28, 2023 annual actuarial valuation. If you have any questions concerning this report or LAGERS in general, please contact the LAGERS office in Jefferson City.

Mita D. Drazilov is a Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted, Gabriel, Roeder, Smith & Company

Mita D. Drazilov, ASA, FCA, MAAA

Mita Drajelov





# **Alternate Plan Provisions Affecting Employer Contribution Rates**

The law governing LAGERS provides for a member contribution rate of 0%, 2%, 4% or 6%, with benefits based on either a 5 year or 3 year Final Average Salary (FAS).

**Member Contribution Rate - 0% Plan.** Under the 0% plan, there is no individual employee contribution to the plan, no individual account maintained for each employee, and no refund paid to employees who terminate before being eligible for a benefit.

**Member Contribution Rate - 2%, 4% or 6% Plan.** Under any plan other than 0%, each covered member contributes a percentage of compensation to LAGERS. If an employee terminates before being eligible for an immediate benefit, the member's contributions, plus any interest credited to the member's individual account, are refunded upon request.

The law further provides for nine different benefit programs (benefit formula factors) and allows an employer to elect "rule of 80" eligibility for benefits. Under the rule of 80, employees are eligible for unreduced benefits at the earlier of (i) attainment of their minimum service retirement age or (ii) such time as their years of age plus years of LAGERS credited service equals 80.

In total this allows for 144 different combinations of benefit plans, giving employers considerable latitude in designing the retirement program that best suits their particular situation.

The applicable combinations of these items may be changed from time to time, however, there are limitations on the frequency of changes. A more detailed description of plan provisions may be found in Appendix II of this report.





# The City of Pevely Computed Employer Contribution Rates - General Employees As of February 28, 2023

Ren	ofit P	lan	Infor	mation
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Benefit Plans	Present Plan	<u>Alternate Plan</u>
Benefit Program:	L-7	L-7
Final Average Salary:	5 years	5 years
# Member Contribution Rate:	4%	0%
Retirement Eligibility:	Regular	Regular

### **Actuarial Information**

## **Employer Contribution Rates (as a percent of payroll)**

	Present Plan	<u>Alternate Plan</u>
Normal Cost Rate	4.9%	8.4%
Casualty Rate	0.3	0.3
Prior Service Cost Rate <sup>1</sup>	<u>14.4</u>	<u>14.7</u>
Total Employer Contribution Rate	19.6%	23.4%

Increase in Employer Contribution Rate for
Alternate Plan as a percent of payroll

3.8%

Increase in Actuarial Accrued Liability <sup>1</sup>

\$54,749



Employer contribution rates shown above are for the fiscal year beginning in 2024. If the alternate plan is adopted prior to the fiscal year beginning in 2024, 3.8% would be added to the employer contribution rate currently in effect.

- # Change in provisions from present plan.
- 1 The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.

If you have any questions, please call the LAGERS office at 1-800-447-4334.



# The City of Pevely Projected Estimated Employer Contribution Rates - General Employees As of February 28, 2023

		Present Plan			Alternate Plan			Change Due to Proposed Provisions		
Valuation	Estimated		d Employer ibution	Estimated Difference		l Employer ibution	Estimated Difference		l Employer ibution	Estimated Difference
Date Feb. 28/29	Projected Payroll	As a % of Payroll	Annual Dollars	Between AAL and AVA	As a % of Payroll	Annual Dollars	Between AAL and AVA	As a % of Payroll	Annual Dollars	Between AAL and AVA
2023	\$1,250,526	19.6%	\$245,103	\$2,069,960	23.4%	\$292,623	\$2,124,709	3.8%	\$47,520	\$54,749
2024	1,284,915	19.6	251,843	2,056,203	23.4	300,670	2,110,595	3.8	48,827	54,392
2025	1,320,250	19.6	258,769	2,037,121	23.4	308,938	2,091,016	3.8	50,169	53,895
2026	1.356,557	19.6	265,885	2,012,221	23.4	317,434	2,065,465	3.8	51,549	53,244
2027	1,393,862	19.6	273,197	1,980,970	23.4	326,164	2,033,397	3.8	52,967	52,427
2028	1,432,193	19.6	280,710	1,942,800	23.4	335,133	1,994,227	3.8	54,423	51,427
2029	1,471,578	19.6	288,429	1,897,095	23.4	344,349	1,947,324	3.8	55,920	50,229
2030	1,512,046	19.6	296,361	1,843,193	23.4	353,819	1,892,008	3.8	57,458	48,815
2031	1,553,627	19.1	296,743	1,780,385	22.9	355,781	1,827,552	3.8	59,038	47,167
2032	1,596,352	17.5	279,362	1,715,424	21.3	340,023	1,760,688	3.8	60,661	45,264

AAL = Actuarial Accrued Liability AVA = Actuarial Value of Assets

Notes regarding the above projections:

- 1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.
- 2) For purposes of the above projections, it was assumed that all actuarial assumptions would be realized. In particular, it was assumed that the actuarial value of assets would earn 7.00% in each year.
- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2023, the actuarial value of assets is \$16,005; the estimated market value of assets is \$16,005; the actuarial accrued liability is \$2,085,965; and the funded ratio is 0.8%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- 2) Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). As of February 28, 2023, there is no difference between the capped and uncapped employer contribution rate.





# The City of Pevely Computed Employer Contribution Rates - Police Employees As of February 28, 2023

Benefit Plan Information					
Present Plan	<u>Alternate Plan</u>				
L-7	L-7				

Final Average Salary: 5 years **5 years** 

# Member Contribution Rate: 4% **0%** 

Retirement Eligibility: Regular Regular

#### **Actuarial Information**

## **Employer Contribution Rates (as a percent of payroll)**

	Present Plan	<u>Alternate Plan</u>
Normal Cost Rate	6.2%	9.7%
Casualty Rate	0.6	0.6
Prior Service Cost Rate <sup>1</sup>	<u>9.5</u>	<u>12.7</u>
Total Employer Contribution Rate	16.3%	23.0%

Increase in Employer Contribution Rate for
Alternate Plan as a percent of payroll
6.7%

Increase in Actuarial Accrued Liability 1
\$18,678



Employer contribution rates shown above are for the fiscal year beginning in 2024. If the alternate plan is adopted prior to the fiscal year beginning in 2024, 6.7% would be added to the employer contribution rate currently in effect.

# Change in provisions from present plan.

**Benefit Plans** 

Benefit Program:

- 1 The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.
- 2 The increase of 6.7% as shown above, includes the estimated cost (value) of the change in benefit provisions equal to 3.8% of payroll and 2.9% of payroll due to the capped contribution rate of this group as of February 28, 2023.

If you have any questions, please call the LAGERS office at 1-800-447-4334.



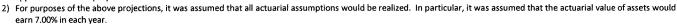
# The City of Pevely Projected Estimated Employer Contribution Rates - Police Employees As of February 28, 2023

		Present Plan			Alternate Plan			Change Due to Proposed Provisions		
Valuation	Estimated		l Employer ibution	Estimated Difference		d Employer ibution	Estimated Difference		d Employer ibution	Estimated Difference
Date Feb. 28/29	Projected Payroll	As a % of Payroll	Annual Dollars	Between AAL and AVA	As a % of Payroll	Annual Dollars	Between AAL and AVA	As a % of Payroll	Annual Dollars	Between AAL and AVA
2023	\$517,507	16.3%	\$84,354	\$899,090	23.0%	\$119,027	\$917,768	6.7%	\$34,673	\$18,678
2024	531,738	17.3	91,991	910,770	23.0	122,300	914,319	5.7	30,309	3,549
2025	546,361	18.3	99,984	916,737	23.0	125,663	908,769	4.7	25,679	(7,968)
2026	561,386	19.3	108,347	916,071	23.0	129,119	900,918	3.7	20,772	(15,153)
2027	576,824	19.8	114,211	907,810	23.0	132,670	890,552	3.2	18,459	(17,258)
2028	592,687	19.8	117,352	893,835	23.0	136,318	877,441	3.2	18,966	(16,394)
2029	608,986	19.8	120,579	876,752	23.0	140,067	861,340	3.2	19,488	(15,412)
2030	625,733	19.8	123,895	856,280	23.0	143,919	841,978	3.2	20,024	(14,302)
2031	642,941	15.7	100,942	832,124	18.9	121,516	819,069	3.2	20,574	(13,055)
2032	660,622	15.3	101,075	831,215	18.5	122,215	819,558	3.2	21,140	(11,657)

AAL = Actuarial Accrued Liability AVA = Actuarial Value of Assets

Notes regarding the above projections:

1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.



- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2023, the actuarial value of assets is \$(336,363); the estimated market value of assets is \$(336,363); the actuarial accrued liability is \$562,727; and the funded ratio is (59.8)%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by
  more than one percent (not including the effects of any benefit changes). As of February 28, 2023, the uncapped employer contribution rate was computed to be 19.2% of payroll.



# APPENDIX I

# **SUMMARY OF FINANCIAL ASSUMPTIONS**



# **Summary of Assumptions Used in Actuarial Valuations**

# Assumptions Adopted by Board of Trustees after Consulting with Actuary

- 1. The investment return rate used in making the valuations was 7.00% per year, net of investment expenses, compounded annually. This rate of return is not the assumed real rate of return. The real rate of return is the rate of investment return in excess of the inflation rate. The price inflation rate used in making the valuations was 2.25% and the wage inflation rate used in making the valuations was 2.75%. The 7.00% investment return rate translates to an assumed real rate of return over price inflation of 4.75% and over wage inflation of 4.25%. Adopted 2021.
- 2. The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables. Adopted 2021.
- 3. The probabilities of withdrawal and disability from service, together with individual pay increase assumptions, are shown in Schedule 1. Adopted 2021.
- 4. The probabilities of retirement with an age and service allowance are shown in Schedule 2. Adopted 2021.
- 5. Post-retirement cost of living allowances are assumed to be 2.00% per year. Adopted 2021.
- 6. Total active member payroll is assumed to increase 2.75% a year, which is the portion of the individual pay increase assumptions attributable to wage inflation. In effect, this assumes no change in the number of active members per employer. Adopted 2021.
- 7. An individual entry-age actuarial cost method of valuation was used in determining age and service allowance actuarial liabilities and normal cost. Adopted 1986.
- 8. The data about persons now covered was furnished by the political subdivision. Although examined for general reasonableness, the data was not audited by us.



# Schedule 1.

# Separations From Active Employment (Not Including Death-in-Service) Before Age & Service Retirement and Individual Pay Increase Assumptions

Percent of Active Members Separating Within Next Year

		General/Public Safety Members							
Sample	Years of	N	⁄len	Women		Police		Fire	
Ages	Service	Disability	Withdrawal	Disability	Withdrawal	Disability	Withdrawal	Disability	Withdrawal
All	0		20.00%		23.00%		18.00%		12.00%
	1		18.00		21.00		17.00		10.00
	2		16.00		18.00		16.00		8.00
	3		13.00		15.00		14.00		8.00
	4		12.00		13.00		13.00		7.00
25	5 & Over	0.07%	8.80	0.02%	12.40	0.10%	10.80	0.07%	6.00
30		0.10	7.10	0.03	10.20	0.11	8.50	0.11	4.50
35		0.13	5.60	0.06	7.80	0.16	6.30	0.25	3.20
40		0.18	4.10	0.09	5.80	0.22	4.60	0.39	2.40
45		0.25	3.10	0.15	4.40	0.34	3.40	0.62	1.90
50		0.37	2.40	0.22	3.50	0.53	2.10	0.95	1.30
55		0.57	1.70	0.32	2.50	0.88	1.10	1.46	0.70
60		0.86	1.10	0.45	1.40		0.00		0.00
65			0.00		0.00		0.00		0.00

# Percent Increase in Individual's Pay During Next Year

Sample	General/		
Ages	Public Safety	Police	Fire
25	6.75%	6.55%	7.15%
30	5.95	5.75	6.05
35	5.35	5.25	5.15
40	4.85	4.75	4.45
45	4.25	4.25	4.05
50	3.85	3.85	3.85
55	3.65	3.65	3.45
60	3.45	3.45	2.75
65	3.15	3.15	2.75





# Schedule 2.

# Percent of Eligible Active Members Retiring Within Next Year Without Rule of 80 Eligibility

# **Early Retirement**

Retirement General Members		Retirement	Police/		
Ages	Men	Women	Ages	Public Safety	Fire
55	3.00%	3.00%	50	2.50%	2.25%
56	3.00%	3.00%	51	2.50%	2.25%
57	3.00%	3.00%	52	3.00%	2.25%
58	3.00%	3.00%	53	3.00%	2.25%
59	3.00%	3.00%	54	3.50%	2.25%

# **Normal Retirement**

Retirement	Retirement General Members		Retirement	Police/	
Ages	Men	Women	Ages	Public Safety	Fire
60	10%	10%	55	11%	13%
61	10	10	56	11	13
62	25	15	57	11	13
63	20	15	58	11	13
64	20	15	59	11	13
65	25	25	60	11	15
66	25	30	61	11	20
67	20	25	62	22	20
68	20	25	63	18	20
69	20	20	64	18	20
70	100	100	65	100	100





# Schedule 2. (Concluded)

# Percent of Eligible Active Members Retiring Within Next Year With Rule of 80 Eligibility

Retirement	General	Members	Police/	
Ages	Men	Women	Public Safety	Fire
50	20%	15%	25%	25%
51	2070	15	25	20
	20 15	15 15	15	20
52 53				20
53	15 45	15	15	
54	15	15	15	20
55	15	15	15	20
56	15	15	15	20
57	15	15	15	25
58	15	15	15	25
59	15	15	15	25
60	15	15	15	35
61	15	15	25	35
62	25	15	20	45
63	25	15	20	45
64	25	20	20	45
65	30	25	100	100
66	30	25		
67	20	25		
68	20	25		
69	20	25		
70	100	100		





# **APPENDIX** II

# **SUMMARY OF LAGERS PROVISIONS**



# Brief Summary of LAGERS Broofits and Conditions Evaluated and for Considered

# Benefits and Conditions Evaluated and/or Considered as of February 28, 2023 (Section References are to RSMo)

**Voluntary Retirement.** Sections 70.645 & 70.600. A member may retire with an age & service allowance after both (i) completing 5 years of credited service, and (ii) attaining the minimum service retirement age.

The minimum service retirement age is age 60 for a general employee and age 55 for a police, public safety or fire employee. Optionally, employers may also elect to provide for unreduced benefits for employees whose combination of years of age and years of service equals 80 or more.

**Final Average Salary.** Section 70.600. The average of a member's monthly compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) of credited service producing the highest monthly average, which period is contained within the 120 consecutive months of credited service immediately preceding retirement.

**Age & Service Allowance.** Section 70.655. The allowance, payable monthly for life, equals a specified percent of a member's final average salary multiplied by the number of years of credited service. Each employer elects the percent applicable to its members, from the following programs:

L-1 Benefit Program: 1.00% for life
L-3 Benefit Program: 1.25% for life
L-7 Benefit Program: 1.50% for life
L-9 Benefit Program: 1.60% for life
L-12 Benefit Program: 1.75% for life
L-6 Benefit Program: 2.00% for life

LT-4 Benefit Program: 1.00% for life, plus 1.00% to age 62 1.25% for life, plus 0.75% to age 62 LT-5 Benefit Program: LT-8 Benefit Program: 1.50% for life, plus 0.50% to age 62 LT-4(65) Benefit Program: 1.00% for life, plus 1.00% to age 65 1.25% for life, plus 0.75% to age 65 LT-5(65) Benefit Program: 1.50% for life, plus 0.50% to age 65 LT-8(65) Benefit Program: 1.60% for life, plus 0.40% to age 65 LT-10(65) Benefit Program: 1.75% for life, plus 0.25% to age 65 LT-14(65) Benefit Program:



The only LT benefit programs available for adoption after August 1, 1994 are the LT(65) programs.

Benefit programs L-9 and LT-10(65) are unavailable for adoption after August 1, 2005.

Benefit program L-11, available only to groups not covered by Social Security, provides for 2.5% for life.

Subsequent to joining the System the governing body can elect to change benefit programs for the employees, but not more often than once every 2 years.



**Early Allowance.** Section 70.670. A member may retire with an early allowance after both (i) completing 5 years of credited service, and (ii) attaining age 55 if a general employee or age 50 if a police, public safety or fire employee. The early allowance amount, payable monthly for life, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of early retirement, but reduced to reflect the fact that the age when payments begin is younger than the minimum service retirement age. The amount of the reduction is 1/2 of 1% (.005) for each month the age at retirement is younger than the minimum service retirement age.

**Deferred Allowance.** Section 70.675. If a member leaves LAGERS-covered employment (i) before attaining the early retirement age, and (ii) after completing 5 years of credited service, the member becomes eligible for a deferred allowance; provided the former member lives to the minimum service retirement age and does not withdraw the accumulated contributions.

The deferred allowance amount, payable monthly for life from the minimum service retirement age, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of leaving LAGERS coverage.

Deferred allowances are also payable any time after reaching the early retirement age, with the reduction for early retirement noted on the previous page.

**Non-Duty Disability Allowance.** Section 70.680. A member with 5 or more years of credited service who becomes totally and permanently disabled from other than duty-connected causes becomes eligible to receive a non-duty disability allowance computed in the same manner as an age & service allowance, based upon the service & earnings record to time of disability.

**Duty Disability Allowance.** Section 70.680. A member regardless of credited service who becomes totally and permanently disabled from duty-connected causes becomes eligible to receive a duty disability allowance computed in the same manner as an age & service allowance, based upon the earnings record to time of disability but based upon the years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

**Death-in-Service.** Section 70.661. Upon the death of a member who had completed 5 years of credited service, the eligible surviving dependents receive the following benefits:



- (a) The surviving spouse receives an allowance equal to the Option A allowance (joint and 75% survivor benefit) computed based upon the deceased members' service & earnings record to time of death.
- (b) When no spouse benefit is payable, the dependent children under age 18 (age 23 if they are full time students) each receive an equal share of 60% of an age & service allowance computed based upon the deceased member's service & earnings record to time of death.
- (c) If the death is determined to be duty related, the 5 year service requirement is waived and the benefit is based on years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.



**Benefit Changes After Retirement.** Section 70.655. For retirements effective after September 28, 1975, there is an annual redetermination of monthly benefit amount, beginning the October first following 12 months of retirement. As of each October first the amount of each eligible benefit is redetermined as follows:

- (a) Subject to the maximum in (b), the redetermined amount is the amount otherwise payable multiplied by: 100% plus up to 4%, as determined by the LAGERS Board of Trustees, for each full year of retirement.
- (b) The redetermined amount may not exceed the amount otherwise payable multiplied by the ratio of the Consumer Price Index for the immediately preceding month of June to the Consumer Price Index for the month of June immediately preceding retirement.

**Member Contributions.** Sections 70.690 & 70.705. Each member contributes a percent of compensation beginning after completion of sufficient employment for 6 months of credited service. The law governing LAGERS has a provision for the adoption of a 2%, 4% or 6% member contribution rate.

If a member leaves LAGERS-covered employment before an allowance is payable, the accumulated contributions are refunded to the member. If the member dies, his accumulated contributions are refunded to a designated beneficiary.

The law governing LAGERS also has a provision for the adoption of a 0% plan in which the full cost of LAGERS participation is paid by the employer. Adoption of the 0% plan may be done at the time of membership or a later date; however, a change in the member contribution rate may not be made more frequently than every 2 years. Under the 0% plan there is no individual account maintained for each employee and no refund of contributions if an employee terminates before being eligible for a benefit.

**Employer Contributions.** Section 70.730. Each employer contributes the remainder amounts necessary to finance the employees' participation in LAGERS. Contributions to LAGERS are determined based upon level-percent-of-payroll principles, so that contribution rates do not have to increase over decades of time.





# **APPENDIX III**

# **BENEFIT ILLUSTRATIONS**



# Missouri LAGERS

# **Illustrations of Age and Service Allowance Amounts**

For Sample Combinations of Service & Salary (L-1 Benefit Program is Years of Credited Service times: 1.00% of FAS <sup>1</sup> )

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly Total	
Salary (FAS) 1	BENEFIT <sup>3</sup>	Security <sup>2</sup>	\$	% of FAS
35 Years of Service:				
\$1,500	\$ 525	\$ 1,003	\$1,528	102%
2,000	700	1,145	1,845	92%
2,500	875	1,285	2,160	86%
3,000	1,050	1,426	2,476	83%
3,500	1,225	1,567	2,792	80%
4,000	1,400	1,707	3,107	78%
25 Years of Service:				
\$1,500	\$ 375	\$ 1,003	\$1,378	92%
2,000	500	1,145	1,645	82%
2,500	625	1,285	1,910	76%
3,000	750	1,426	2,176	73%
3,500	875	1,567	2,442	70%
4,000	1,000	1,707	2,707	68%
15 Years of Service:				
\$1,500	\$225	\$ 1,003	\$1,228	82%
2,000	300	1,145	1,445	72%
2,500	375	1,285	1,660	66%
3,000	450	1,426	1,876	63%
3,500	525	1,567	2,092	60%
4,000	600	1,707	2,307	58%

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>quot;Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(L-3 Benefit Program is Years of Credited Service times: 1.25% of FAS <sup>1</sup> )

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly	y Total
Salary (FAS) <sup>1</sup>	BENEFIT <sup>3</sup>	Security <sup>2</sup>	\$	% of FAS
35 Years of Service:				
\$1,500	\$ 656	\$ 1,003	\$1,659	111%
2,000	875	1,145	2,020	101%
2,500	1,094	1,285	2,379	95%
3,000	1,313	1,426	2,739	91%
3,500	1,531	1,567	3,098	89%
4,000	1,750	1,707	3,457	86%
25 Years of Service:				
\$1,500	\$ 469	\$ 1,003	\$1,472	98%
2,000	625	<b>1,14</b> 5	1,770	89%
2,500	781	1,285	2,066	83%
3,000	938	1,426	2,364	79%
3,500	1,094	1,567	2,661	76%
4,000	1,250	1,707	2,957	74%
15 Years of Service:				
\$1,500	\$281	\$ 1,003	\$1,284	86%
2,000	375	1,145	1,520	76%
2,500	469	1,285	1,754	70%
3,000	563	1,426	1,989	66%
3,500	656	1,567	2,223	64%
4,000	750	1,707	2,457	61%



<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>quot;Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(L-7 Benefit Program is Years of Credited Service times: 1.50% of FAS <sup>1</sup> )

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly	y Total
Salary (FAS) 1	BENEFIT <sup>3</sup>	Security <sup>2</sup>	\$	% of FAS
35 Years of Service:				
\$1,500	\$ 788	\$ 1,003	\$1,791	119%
2,000	1,050	1,145	2,195	110%
2,500	1,313	1,285	2,598	104%
3,000	1,575	1,426	3,001	100%
3,500	1,838	1,567	3,405	97%
4,000	2,100	1,707	3,807	95%
25 Years of Service:				
\$1,500	\$ 563	\$ 1,003	\$1,566	104%
2,000	750	1,145	1,895	95%
2,500	938	1,285	2,223	89%
3,000	1,125	1,426	2,551	85%
3,500	1,313	1,567	2,880	82%
4,000	1,500	1,707	3,207	80%
15 Years of Service:				
\$1,500	\$338	\$ 1,003	\$1,341	89%
2,000	450	1,145	1,595	80%
2,500	563	1,285	1,848	74%
3,000	675	1,426	2,101	70%
3,500	788	1,567	2,355	67%
4,000	900	1,707	2,607	65%



Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>quot;Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>2</sup> "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

### Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(L-9 Benefit Program is Years of Credited Service times: 1.60% of FAS <sup>1</sup> )

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly	/ Total
Salary (FAS) 1	BENEFIT <sup>3</sup>	Security <sup>2</sup>	Security <sup>2</sup> \$ % o	
35 Years of Service:				
\$1,500	\$ 840	\$ 1,003	\$1,843	123%
2,000	1,120	1,145	2,265	113%
2,500	1,400	1,285	2,685	107%
3,000	1,680	1,426	3,106	104%
3,500	1,960	1,567	3,527	101%
4,000	2,240	1,707	3,947	99%
25 Years of Service:				
\$1,500	\$ 600	\$ 1,003	\$1,603	107%
2,000	800	1,145	1,945	97%
2,500	1,000	1,285	2,285	91%
3,000	1,200	1,426	2,626 ·	88%
3,500	1,400	1,567	2,967	85%
4,000	1,600	1,707	3,307	83%
15 Years of Service:				
\$1,500	\$360	\$ 1,003	\$1,363	91%
2,000	480	1,145	1,625	81%
2,500	600	1,285	1,885	<b>7</b> 5%
3,000	720	1,426	2,146	72%
3,500	840	1,567	2,407	69%
4,000	960	1,707	2,667	67%



<sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>quot;Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(L-12 Benefit Program is Years of Credited Service times: 1.75% of FAS <sup>1</sup> )

Final		Estimated	Estimated	
Average	LAGERS	Social Month		/ Total
Salary (FAS) 1	BENEFIT <sup>3</sup>	Security <sup>2</sup>	\$	% of FAS
35 Years of Service:				
\$1,500	\$ 919	\$ 1,003	\$1,922	128%
2,000	1,225	1,145	2,370	119%
2,500	1,531	1,285	2,816	113%
3,000	1,838	1,426	3,264	109%
3,500	2,144	1,567	3,711	106%
4,000	2,450	1,707	4,157	104%
25 Years of Service:				
\$1,500	\$ 656	\$ 1,003	\$1,659	111%
2,000	875	1,145	2,020	101%
2,500	1,094	1,285	2,379	95%
3,000	1,313	1,426	2,739	91%
3,500	1,531	1,567	3,098	89%
4,000	1,750	1,707	3,457	86%
15 Years of Service:				
\$1,500	\$ 394	\$ 1,003	\$1,397	93%
2,000	525	1,145	1,670	84%
2,500	656	1,285	1,941	78%
3,000	788	1,426	2,214	74%
3,500	919	1,567	2,486	71%
4,000	1,050	1,707	2,757	69%



<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>quot;Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(L-6 Benefit Program is Years of Credited Service times: 2.00% of FAS <sup>1</sup> )

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly	y Total
Salary (FAS) 1	BENEFIT <sup>3</sup>	Security <sup>2</sup>	\$	% of FAS
35 Years of Service:				
\$1,500	\$1,050	\$ 1,003	\$2,053	137%
2,000	1,400	1,145	2,545	127%
2,500	1,750	1,285	3,035	121%
3,000	2,100	1,426	3,526	118%
3,500	2,450	1,567	4,017	115%
4,000	2,800	1,707	4,507	113%
25 Years of Service:				
\$1,500	\$ 750	\$ 1,003	\$1,753	117%
2,000	1,000	1,145	2,145	107%
2,500	1,250	1,285	2,535	101%
3,000	1,500	1,426	2,926	98%
3,500	1,750	1,567	3,317	95%
4,000	2,000	1,707	3,707	93%
15 Years of Service:				
\$1,500	\$ 450	\$ 1,003	\$1,453	97%
2,000	600	1,145	1,745	87%
2,500	750	1,285	2,035	81%
3,000	900	1,426	2,326	78%
3,500	1,050	1,567	2,617	75%
4,000	1,200	1,707	2,907	73%

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>quot;Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(L-11 Benefit Program is Years of Credited Service times: 2.50% of FAS <sup>1</sup> )

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly	y Total
Salary (FAS) <sup>1</sup>	BENEFIT <sup>3</sup>	Security <sup>2</sup>	\$	% of FAS
35 Years of Service:				
\$1,500	\$1,313		\$1,313	88%
2,000	1,750		1,750	88%
2,500	2,188		2,188	88%
3,000	2,625		2,625	88%
3,500	3,063		3,063	88%
4,000	3,500		3,500	88%
25 Years of Service:				
\$1,500	\$ 938		\$ 938	63%
2,000	1,250		1,250	63%
2,500	1,563		1,563	63%
3,000	1,875		1,875	63%
3,500	2,188		2,188	63%
4,000	2,500		2,500	63%
15 Years of Service:				
\$1,500	\$ 563		\$ 563	38%
2,000	750		750	38%
2,500	938		938	38%
3,000	1,125		1,125	38%
3,500	1,313		1,313	38%
4,000	1,500		1,500	38%



Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>quot;Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>quot;Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(LT-4(62) Benefit Program is Years of Credited Service

times: 2.00% of FAS <sup>1</sup> to age 62) 1.00% of FAS <sup>1</sup> at age 62)

Final	Final LAGERS		Estimated	Estin	timated Percent			
Average	BENI	EFIT <sup>3</sup>	Social	<b>Monthly Total</b>		of F	AS	
Salary (FAS) <sup>1</sup>	To 62	At 62	Security <sup>2</sup>	To 62	At 62	To 62	At 62	
35 Years of Servic	e:							
\$1,500	\$1,050	\$ 525	\$ 782	\$1,050	\$1,307	70%	87%	
2,000	1,400	700	893	1,400	1,593	70%	80%	
2,500	1,750	875	1,001	1,750	1,876	70%	75%	
3,000	2,100	1,050	1,110	2,100	2,160	70%	72%	
3,500	2,450	1,225	1,219	2,450	2,444	70%	70%	
4,000	2,800	1,400	1,328	2,800	2,728	70%	68%	
25 Years of Servic	e:							
\$1,500	\$ 750	\$ 375	\$ 782	\$ 750	\$1,157	50%	77%	
2,000	1,000	500	893	1,000	1,393	50%	70%	
2,500	1,250	625	1,001	1,250	1,626	50%	65%	
3,000	1,500	750	1,110	1,500	1,860	50%	62%	
3,500	1,750	875	1,219	1,750	2,094	50%	60%	
4,000	2,000	1,000	1,328	2,000	2,328	50%	58%	
15 Years of Servic	e:							ari.
\$1,500	\$ 450	\$225	\$ 782	\$ 450	\$ 1,007	30%	67%	
2,000	600	300	893	600	1,193	30%	60%	C
2,500	750	375	1,001	750	1,376	30%	55%	Of Street, or other Persons
3,000	900	450	1,110	900	1,560	30%	52%	
3,500	1,050	525	1,219	1,050	1,744	30%	50%	
4,000	1,200	600	1,328	1,200	1,928	30%	48%	

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>lt;sup>2</sup> "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(LT-4(65) Benefit Program is Years of Credited Service

times: 2.00% of FAS <sup>1</sup> to age 65) 1.00% of FAS <sup>1</sup> at age 65)

Final	Final LAGERS Estimated Es		Estin	stimated Percent			
Average	BEN	EFIT <sup>3</sup>	Social	Month	ly Total	of FAS	
Salary (FAS) 1	To 65	At 65	Security <sup>2</sup>	To 65	At 65	To 65	At 65
35 Years of Service	e:						
\$1,500	\$1,050	\$ 525	\$ 1,003	\$1,050	\$1,528	70%	102%
2,000	1,400	700	1,145	1,400	1,845	70%	92%
2,500	1,750	875	1,285	1,750	2,160	70%	86%
3,000	2,100	1,050	1,426	2,100	2,476	70%	83%
3,500	2,450	1,225	1,567	2,450	2,792	70%	80%
4,000	2,800	1,400	1,707	2,800	3,107	70%	78%
25 Years of Service	e:						
\$1,500	\$ 750	\$ 375	\$ 1,003	\$ 750	\$1,378	50%	92%
2,000	1,000	500	1,145	1,000	1,645	50%	82%
2,500	1,250	625	1,285	1,250	1,910	50%	76%
3,000	1,500	750	1,426	1,500	2,176	50%	73%
3,500	1,750	875	1,567	1,750	2,442	50%	70%
4,000	2,000	1,000	1,707	2,000	2,707	50%	68%
15 Years of Service	e:						
\$1,500	\$ 450	\$225	\$ 1,003	\$ 450	\$1,228	30%	82%
2,000	600	300	1,145	600	1,445	30%	72%
2,500	750	375	1,285	750	1,660	30%	66%
3,000	900	450	1,426	900	1,876	30%	63%
3,500	1,050	525	1,567	1,050	2,092	30%	60%
4,000	1,200	600	1,707	1,200	2,307	30%	58%



<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>2</sup> "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(LT-5(62) Benefit Program is Years of Credited Service

times: 2.00% of FAS <sup>1</sup> to age 62) 1.25% of FAS <sup>1</sup> at age 62)

Final	LAG	ERS	Estimated	Estim	ated	Perc	ent
Average	BENE	EFIT <sup>3</sup>	Social	Monthl	y Total	of FAS	
Salary (FAS) 1	To 62	At 62	Security <sup>2</sup>	To 62	At 62	To 62	At 62
35 Years of Service	<b>e:</b>						
\$1,500	\$1,050	\$ 656	\$ 782	\$1,050	\$1,438	70%	96%
2,000	1,400	875	893	1,400	1,768	70%	88%
2,500	1,750	1,094	1,001	1,750	2,095	70%	84%
3,000	2,100	1,313	1,110	2,100	2,423	70%	81%
3,500	2,450	1,531	1,219	2,450	2,750	70%	79%
4,000	2,800	1,750	1,328	2,800	3,078	70%	77%
25 Years of Service	e:						
\$1,500	\$ 750	\$ 469	\$ 782	\$ 750	\$1,251	50%	83%
2,000	1,000	625	893	1,000	1,518	50%	76%
2,500	1,250	781	1,001	1,250	1,782	50%	71%
3,000	1,500	938	1,110	1,500	2,048	50%	68%
3,500	1,750	1,094	1,219	1,750	2,313	50%	66%
4,000	2,000	1,250	1,328	2,000	2,578	50%	64%
15 Years of Service	e:						
\$1,500	\$ 450	\$281	\$ 782	\$ 450	\$1,063	30%	71%
2,000	600	375	893	600	1,268	30%	63%
2,500	750	469	1,001	750	1,470	30%	59%
3,000	900	563	1,110	900	1,673	30%	56%
3,500	1,050	656	1,219	1,050	1,875	30%	54%
4,000	1,200	750	1,328	1,200	2,078	30%	52%

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>lt;sup>2</sup> "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(LT-5(65) Benefit Program is Years of Credited Service

times: 2.00% of FAS <sup>1</sup> to age 65) 1.25% of FAS <sup>1</sup> at age 65)

Final	LAG	AGERS Estimated Estimated		ated	Percent		
Average	BENI	FIT <sup>3</sup>	Social	Monthl	y Total	of FAS	
Salary (FAS) <sup>1</sup>	To 65	At 65	Security <sup>2</sup>	To 65	At 65	To 65	At 65
35 Years of Service	e:						
\$1,500	\$1,050	\$ 656	\$ 1,003	\$1,050	\$1,659	70%	111%
2,000	1,400	875	1,145	1,400	2,020	70%	101%
2,500	1,750	1,094	1,285	1,750	2,379	70%	95%
3,000	2,100	1,313	1,426	2,100	2,739	70%	91%
3,500	2,450	1,531	1,567	2,450	3,098	70%	89%
4,000	2,800	1,750	1,707	2,800	3,457	70%	86%
25 Years of Service	e:						
\$1,500	\$ 750	\$ 469	\$ 1,003	\$ 750	\$1,472	50%	98%
2,000	1,000	625	1,145	1,000	1,770	50%	89%
2,500	1,250	781	1,285	1,250	2,066	50%	83%
3,000	1,500	938	1,426	1,500	2,364	50%	79%
3,500	1,750	1,094	1,567	1,750	2,661	50%	76%
4,000	2,000	1,250	1,707	2,000	2,957	50%	74%
15 Years of Service	e:						
\$1,500	\$ 450	\$281	\$ 1,003	\$ 450	\$1,284	30%	86%
2,000	600	375	1,145	600	1,520	30%	76%
2,500	750	469	1,285	750	1,754	30%	70%
3,000	900	563	1,426	900	1,989	30%	66%
3,500	1,050	656	1,567	1,050	2,223	30%	64%
4,000	1,200	750	1,707	1,200	2,457	30%	61%

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.





<sup>&</sup>lt;sup>2</sup> "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

### Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(LT-8(62) Benefit Program is Years of Credited Service

times: 2.00% of FAS <sup>1</sup> to age 62) 1.50% of FAS <sup>1</sup> at age 62)

Final	LAG		Estimated	Estimated		Percent	
Average	BENI	FIT <sup>3</sup>	Social	Monthly Total		of FAS	
Salary (FAS) <sup>1</sup>	To 62	At 62	Security <sup>2</sup>	To 62	At 62	To 62	At 62
35 Years of Service	e:						
\$1,500	\$1,050	\$ 788	\$ 782	\$1,050	\$1,570	70%	105%
2,000	1,400	1,050	893	1,400	1,943	70%	97%
2,500	1,750	1,313	1,001	1,750	2,314	70%	93%
3,000	2,100	1,575	1,110	2,100	2,685	70%	90%
3,500	2,450	1,838	1,219	2,450	3,057	70%	87%
4,000	2,800	2,100	1,328	2,800	3,428	70%	86%
25 Years of Service	e:						
\$1,500	\$ 750	\$ 563	\$ 782	\$ 750	\$1,345	50%	90%
2,000	1,000	750	893	1,000	1,643	50%	82%
2,500	1,250	938	1,001	1,250	1,939	50%	78%
3,000	1,500	1,125	1,110	1,500	2,235	50%	75%
3,500	1,750	1,313	1,219	1,750	2,532	50%	72%
4,000	2,000	1,500	1,328	2,000	2,828	50%	71%
15 Years of Service	e:						
\$1,500	\$ 450	\$338	\$ 782	\$ 450	\$1,120	30%	75%
2,000	600	450	893	600	1,343	30%	67%
2,500	750	563	1,001	750	1,564	30%	63%
3,000	900	675	1,110	900	1,785	30%	60%
3,500	1,050	788	1,219	1,050	2,007	30%	57%
4,000	1,200	900	1,328	1,200	2,228	30%	56%

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>lt;sup>2</sup> "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(LT-8(65) Benefit Program is Years of Credited Service

times: 2.00% of FAS <sup>1</sup> to age 65) 1.50% of FAS <sup>1</sup> at age 65)

Final	LAG	ERS	Estimated	Estim	Estimated		Percent	
Average	BENE	FIT <sup>3</sup>	Social	Monthl	y Total	of F	AS	
Salary (FAS) <sup>1</sup>	To 65	At 65	Security <sup>2</sup>	To 65	At 65	To 65	At 65	
35 Years of Service	<b>:</b> :							
\$1,500	\$1,050	\$ 788	\$ 1,003	\$1,050	\$1,791	70%	119%	
2,000	1,400	1,050	1,145	1,400	2,195	70%	110%	
2,500	1,750	1,313	1,285	1,750	2,598	70%	104%	
3,000	2,100	1,575	1,426	2,100	3,001	70%	100%	
3,500	2,450	1,838	1,567	2,450	3,405	70%	97%	
4,000	2,800	2,100	1,707	2,800	3,807	70%	95%	
25 Years of Service	e:							
\$1,500	\$ 750	\$ 563	\$ 1,003	\$ 750	\$1,566	50%	104%	
2,000	1,000	750	1,145	1,000	1,895	50%	95%	
2,500	1,250	938	1,285	1,250	2,223	50%	89%	
3,000	1,500	1,125	1,426	1,500	2,551	50%	85%	
3,500	1,750	1,313	1,567	1,750	2,880	50%	82%	
4,000	2,000	1,500	1,707	2,000	3,207	50%	80%	
15 Years of Service	e:							
\$1,500	\$ 450	\$338	\$ 1,003	\$ 450	\$1,341	30%	89%	
2,000	600	450	1,145	600	1,595	30%	80%	
2,500	750	563	1,285	750	1,848	30%	74%	
3,000	900	675	1,426	900	2,101	30%	70%	
3,500	1,050	788	1,567	1,050	2,355	30%	67%	
4,000	1,200	900	1,707	1,200	2,607	30%	65%	

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>&</sup>lt;sup>2</sup> "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(LT-10(65) Benefit Program is Years of Credited Service

times: 2.00% of FAS <sup>1</sup> to age 65) 1.60% of FAS <sup>1</sup> at age 65)

Final	LAG	ERS	Estimated	Estim	ated	Perc	ent
Average	BENI	EFIT <sup>3</sup>	Social	Month	y Total	of F	AS
Salary (FAS) 1	To 65	At 65	Security <sup>2</sup>	To 65	At 65	To 65	At 65
35 Years of Servic	e:						
\$1,500	\$1,050	\$ 840	\$ 1,003	\$1,050	\$1,843	70%	123%
2,000	1,400	1,120	1,145	1,400	2,265	70%	113%
2,500	1,750	1,400	1,285	1,750	2,685	70%	107%
3,000	2,100	1,680	1,426	2,100	3,106	70%	104%
3,500	2,450	1,960	1,567	2,450	3,527	70%	101%
4,000	2,800	2,240	1,707	2,800	3,947	70%	99%
25 Years of Servic	e:						
\$1,500	\$750	\$ 600	\$ 1,003	\$ 750	\$1,603	50%	107%
2,000	1,000	800	1,145	1,000	1,945	50%	97%
2,500	1,250	1,000	1,285	1,250	2,285	50%	91%
3,000	1,500	1,200	1,426	1,500	2,626	50%	88%
3,500	1,750	1,400	1,567	1,750	2,967	50%	85%
4,000	2,000	1,600	1,707	2,000	3,307	50%	83%
15 Years of Servic	e:						
\$1,500	\$ 450	\$360	\$ 1,003	\$ 450	\$1,363	30%	91%
2,000	600	480	1,145	600	1,625	30%	81%
2,500	750	600	1,285	750	1,885	30%	75%
3,000	900	720	1,426	900	2,146	30%	72%
3,500	1,050	840	1,567	1,050	2,407	30%	69%
4,000	1,200	960	1,707	1,200	2,667	30%	67%

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



<sup>2 &</sup>quot;Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

## Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary

(LT-14(65) Benefit Program is Years of Credited Service times: 2.00% of FAS <sup>1</sup> to age 65)

1.75% of FAS <sup>1</sup> at age 65)

LAGERS		Estimated	Estimated Monthly Total		Percent of FAS			
BENI	BENEFIT <sup>3</sup>							
To 65	At 65	Security <sup>2</sup>	To 65	At 65	To 65	At 65		
35 Years of Service:								
\$1,050	\$ 919	\$ 1,003	\$1,050	\$1,922	70%	128%		
1,400	1,225	1,145	1,400	2,370	70%	119%		
1,750	1,531	1,285	1,750	2,816	70%	113%		
2,100	1,838	1,426	2,100	3,264	70%	109%		
2,450	2,144	1,567	2,450	3,711	70%	106%		
2,800	2,450	1,707	2,800	4,157	70%	104%		
2:								
\$ 750	\$ 656	\$ 1,003	\$ 750	\$1,659	50%	111%		
1,000	875	1,145	1,000	2,020	50%	101%		
1,250	1,094	1,285	1,250	2,379	50%	95%		
1,500	1,313	1,426	1,500	2,739	50%	91%		
1,750	1,531	1,567	1,750	3,098	50%	89%		
2,000	1,750	1,707	2,000	3,457	50%	86%		
15 Years of Service:								
\$ 450	\$ 394	\$ 1,003	\$ 450	\$1,397	30%	93%		
600	525	1,145	600	1,670	30%	84%		
750	656	1,285	750	1,941	30%	78%		
900	788	1,426	900	2,214	30%	74%		
1,050	919	1,567	1,050	2,486	30%	71%		
1,200	1,050	1,707	1,200	2,757	30%	69%		
	\$1,050 1,400 1,750 2,100 2,450 2,800 2: \$ 750 1,000 1,250 1,500 1,750 2,000 2: \$ 450 600 750 900 1,050	\$1,050 \$ 919 1,400 1,225 1,750 1,531 2,100 1,838 2,450 2,144 2,800 2,450  2: \$750 \$ 656 1,000 875 1,250 1,094 1,500 1,313 1,750 1,531 2,000 1,750  2: \$450 \$ 394 600 525 750 656 900 788 1,050 919	BENEFIT 3         Social Security 2           To 65         At 65         Security 2           \$1,050         \$ 919         \$ 1,003           1,400         1,225         1,145           1,750         1,531         1,285           2,100         1,838         1,426           2,450         2,144         1,567           2,800         2,450         1,707           2:         \$ 750         \$ 656         \$ 1,003           1,000         875         1,145           1,250         1,094         1,285           1,500         1,313         1,426           1,750         1,531         1,567           2,000         1,750         1,707           2:         \$ 450         \$ 394         \$ 1,003           600         525         1,145           750         656         1,285           900         788         1,426           1,050         919         1,567	BENEFIT 3         Social Security 2         Monthle To 65           1,050         \$ 919         \$ 1,003         \$1,050           1,400         1,225         1,145         1,400           1,750         1,531         1,285         1,750           2,100         1,838         1,426         2,100           2,450         2,144         1,567         2,450           2,800         2,450         1,707         2,800           2,800         2,450         1,707         2,800           1,000         875         1,145         1,000           1,250         1,094         1,285         1,250           1,500         1,313         1,426         1,500           1,750         1,531         1,567         1,750           2,000         1,750         1,707         2,000           2:         \$ 450         \$ 394         \$ 1,003         \$ 450           600         525         1,145         600           750         656         1,285         750           900         788         1,426         900           1,050         919         1,567         1,050	BENEFIT³         Social         Monthly Total           To 65         At 65         Security²         To 65         At 65           \$1,050         \$ 919         \$ 1,003         \$1,050         \$1,922           1,400         1,225         1,145         1,400         2,370           1,750         1,531         1,285         1,750         2,816           2,100         1,838         1,426         2,100         3,264           2,450         2,144         1,567         2,450         3,711           2,800         2,450         1,707         2,800         4,157           2:         \$ 750         \$ 656         \$ 1,003         \$ 750         \$ 1,659           1,000         875         1,145         1,000         2,020           1,250         1,094         1,285         1,250         2,379           1,500         1,313         1,426         1,500         2,739           1,750         1,531         1,567         1,750         3,098           2,000         1,750         1,707         2,000         3,457           2:         \$ 450         \$ 394         \$ 1,003         \$ 450         \$ 1,397	BENEFIT³         Social         Monthly Total         of F           To 65         At 65         Security²         To 65         At 65         To 65           \$1,050         \$ 919         \$ 1,003         \$1,050         \$1,922         70%           1,400         1,225         1,145         1,400         2,370         70%           1,750         1,531         1,285         1,750         2,816         70%           2,100         1,838         1,426         2,100         3,264         70%           2,450         2,144         1,567         2,450         3,711         70%           2,800         2,450         1,707         2,800         4,157         70%           1,000         875         1,145         1,000         2,020         50%           1,250         1,094         1,285         1,250         2,379         50%           1,500         1,313         1,426         1,500         2,739         50%           1,750         1,531         1,567         1,750         3,098         50%           2,000         1,750         1,707         2,000         3,457         50%           \$450         \$ 394		

<sup>&</sup>lt;sup>1</sup> "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.





<sup>&</sup>lt;sup>2</sup> "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

<sup>&</sup>lt;sup>3</sup> Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



December 15, 2023 E-mail

Mr. Bill Betts
Executive Director
Missouri Local Government
Employees Retirement System
P.O. Box 1665
Jefferson City, Missouri 65102

Dear Mr. Betts:

Enclosed is the report of the February 28, 2023 Supplemental Actuarial Valuation of LAGERS benefits for the employees of:

The City of Pevely

Sincerely,

Gabriel, Roeder, Smith & Company

Mita D. Drazilov, ASA, FCA, MAAA

Mita Drajilor

MDD:rmg Enclosure





## City of Pevely

401 Main Street Pevely, Missouri 63070

#### Sunshine Request Audit Form

Acceptance:					
Date of Request:		Inquiring Pa	arty: \\D	Akennon	.,
Documents Requested: N	OV AP Res	00th, 0Ct	fivan (	ial Statem	ent
Accepted by:	Γ	Date:	***************************************	_ Time:	
Acknowledgement:					
Section 610.023.3, RSMo, requi	res that each reque	est be responded	d to as soon as	s possible, but <u>no l</u>	ater than the end of the third
business day following the custo	dian of records' re	eceipt of the rec	uest. If acces	s is not granted im	mediately, the custodian of records is
required to explain the reason for					
when they anticipate the records		ee days for prod	fuction, but the	iey are required to	notify you of the delay and explain
when they anticipate the records	to be ready.				and the second
City official acknowled	ged receipt of r	equest verbal	llv		
City official acknowled	ged receipt of r	equest via en	nail		VUHY)
City official acknowled	ged receipt of r	equest via U	SDC		
Other:					
Other.					
Request pending based witness, under criminal invalidation needs Cost calculation needs Documents not readily Other (explain):	restigation, etc.) to be completed available or res	) d first search needs	to be done	first	ords, safety of a victim or
Replied by:		Date:		Time:	
How replied (circle one):	Telephone	Email	USPS	Other:	
	-				
Action Taken:					
Date:  2 184 2023					
Completed: Records rea	dy for pick up				
Completed: Records ser					
Completed: Records ser					
Other:	it via OSI S				
Culei.				***************************************	
Inquiring party contacted b	y (circle one):	Telephone	Email	Other: 1	Person
City Official: ASNTW	· Ho	ours: +	Cost	: \$ 4.10	Payment type: (65)
-				it card, or money o	
626 475 4452	*	COC 475 44	10 (fm.)		

636-475-4452

636-475-4116 (fax)

www.cityofpevely.org

## January 2024

Sat	9	13	20	27	
Fri	5	12 COPY	19	26	
Thu	Court	11	18 Court	25	
Wed	3	10	17	24	31
Tue	2 Agenda items to Ashton by 4PM	9 Planning and Zoning	16 Agenda items to Ashton by 4PM	23	30 Agenda items to Ashton by 4PM
Mon	1 City Hall Closed	BOA 7PM	15 City Hall Closed	22 BOA 7PM	29
Sun		7	14	21	28

# February 2024

Sat	ဇ	10	17	24	
Fri	8	6	91	23	
Thu	Municipal Court	8	15 Municipal Court	22	29
Wed		7	14	21	28
Tue		<b>5.84</b>	Agenda Items to Ashton by 4PM	20 MML Legislative Conference	Agenda Items to Ashton by 4PM
Mon		BOA 7PM	12	BOA 7PM	26
Sun		4	11	18	25

## March 2024

Sat	2	6	16	23	30	
Fri	-	8	15	COPY)	29 City Hall Closed	
Thu		Court	14	21 Court	28	
Wed		9	13	20	27	
Tue		5 Z Z	12 Agenda Items to Ashton by 4PM	19	26 Agenda Items to Ashton by 4PM	
Mon		BOA 7PM	П	18 BOA 7PM	25	
Sun		ဇ	10	17	24	31