

CITY OF BEL-NOR
8416 NATURAL BRIDGE ROAD, 63121
AGENDA OF THE BOARD
FEBRUARY 16, 2026 AT 7:30 P.M.

CALL TO ORDER & PLEDGE OF ALLEGIANCE

ROLL CALL:

APPROVAL OF MINUTES:

- Regular Board Meeting: 1.19.2026

PRESENTATION AND APPROVAL OF TREASURER'S REPORT: Treasurer, Lisa Kampmeinert

REPORT OF SAFETY COMMITTEE: Officer Scott Ford

CITY ADMINISTRATOR REPORT: Rachel St. Pierre

PRESENTATION: Violet Taylor, Normandy Schools Collaborative School Board Member

ALDERMANIC REPORTS: Ryan Brockschmitt, Mike Capstick, Evelyn Days, Terri Durand

OLD BUSINESS:

AN ORDINANCE AUTHORIZING A CONTRACT WITH MURPHY COMPANY OF MISSOURI FOR SERVICE AND MAINTENANCE FOR THE BOILER AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

NEW BUSINESS:

AN ORDINANCE AMENDING SECTION 210.1540 OF THE CITY OF BEL-NOR MUNICIPAL CODE, RELATING TO HALLOWEEN RESTRICTIONS ON REGISTERED SEX OFFENDERS.

OPEN TO THE PUBLIC:

ADJOURN: (CLOSED SESSION) IF REQUIRED

notice is hereby given in accordance with RSMo Chapter 610 that, subject to a motion duly made and adopted, the Board may hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the Board's representatives and its attorney; lease, purchase or sale of real estate; hiring, firing, disciplining or promoting employees; preparation for negotiations from employee groups; bidding specs, proprietary technology materials; and/or records and matters which are protected from disclosure by law. Any minutes, votes, settlement agreements, or public records relating to these matters shall be made public upon final disposition of the matter voted upon.

Posted 2/14/2026

BILL NO. _____

Ord No: _____

AN ORDINANCE AUTHORIZING A CONTRACT WITH MURPHY COMPANY OF MISSOURI FOR SERVICE AND MAINTENANCE FOR THE BOILER AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City of Bel-Nor is currently under contract for a new boiler to be installed by Murphy Company, and;

WHEREAS, Regular service and maintenance will prolong the life of the boiler and prevent major repairs resulting in a lack of heat for city hall, courts, and the apartment for the annual cost of \$3,106.25.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, IN THE STATE OF MISSOURI, AS FOLLOWS:

Section One.

The Board hereby approves an agreement with Murphy Company for a preventative maintenance and service agreement for the new boiler at City Hall; such agreement shall be the same in form and content as the Proposal, marked Exhibit A, attached hereto and incorporated herein by reference. Further, the Mayor is hereby authorized to execute such contract on behalf of the City of Bel-Nor.

Section Two.

The Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, MISSOURI, THIS _____ DAY OF _____, 2026

Mayor

Attest:

Sanette White, City Clerk



1233 North Price Road
St. Louis, MO 63132-2303
phone 314-997-6600
fax 314-997-4536
www.murphynet.com

November 25, 2025

Mayor Anna Vogel
City of Bel Nor
8416 Natural Bridge Road
St. Louis MO 63121

Dear Mayor Anna :

Please find enclosed an original copy of our maintenance contract for your facility at
8416 Natural Bridge Road

Please review the contract and all attachments and should all be acceptable please sign and
return to us for execution. If you have any questions, please do not hesitate to call.

We appreciate the opportunity to be of service.

Respectfully,

Jimmy Dake

Jimmy Dake
Service Account Manager



1233 North Price Road
St. Louis, MO 63132-2303
phone 314-997-6600
fax 314-997-4536
www.murphynet.com

PROPOSAL

**SERVICE AGREEMENT FOR
PREVENTATIVE MAINTENANCE
BETWEEN MURPHY COMPANY AND**

**City of Bel Nor
8416 Natural Bridge Road
St. Louis MO 63121**

CONTACT: Mayor Anna Vogel

FOR THE PROPERTY

**City of Bel Nor
8416 Natural Bridge Road
St. Louis MO 63121**



INSPECTION CONTRACT

Under this contract Murphy will regularly inspect the Covered Equipment 2 times per year, and

on each inspection perform all services per the attached inspection list(s), and furnish Customer with a copy of the Preventative Maintenance Report showing what service was performed and indicating what repairs, if any, are necessary or advisable.

SCHEDULE OF SERVICES

Technical Check	Included	<u>X</u>	Not Included	<u> </u>	Twice Annually
Inspection boiler for leaks	Included	<u>X</u>	Not Included	<u> </u>	Twice Annually
Inspection of Heat Exchanger	Included	<u>X</u>	Not Included	<u> </u>	Once Annually
Inspect Burner Assembly	Included	<u>X</u>	Not Included	<u> </u>	Once Annually
Minor Combustion & Tuning	Included	<u>X</u>	Not Included	<u> </u>	Once Annually
Backflow Testing	Included	<u>X</u>	Not Included	<u> </u>	Once Annually

EQUIPMENT LIST

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

EXCLUSIONS

We shall not be liable for any damages caused by obsolescence or Acts of God, or any special, incidental or consequential damages resulting from the use of the equipment specified herein during the term of this Agreement, except for personal injuries to service personnel caused by maintenance and servicing procedures.

SCOPE OF SERVICE

Murphy Company (hereafter referred to as "Murphy") and City of Bel Nor (hereafter referred to as "Customer") agree Preventative Maintenance Services, will be provided by Murphy at the Customer's facility. This Service Agreement, the Equipment List, General Terms and Conditions, and any inspection checklists attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and Murphy.

TERM/AUTOMATIC RENEWAL

This Agreement takes effect on 12/01/25 and will continue through 11/30/26 ("Original Term"). The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". This Agreement will automatically renew on a year-to-year basis after the Original Term ends, unless the Customer or Murphy gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term, or of any renewal period, to prevent the automatic renewal. Price for renewal period is subject to a 3% increase based on current inflation and rising prices without Customer approval. If price increase is greater than 3%, Murphy will provide Customer with notice of such adjustment to the Price and Payment Terms of this Agreement applicable to a renewal period no later than sixty (60) days prior to the commencement of such renewal period. Unless the Customer provides written notice to terminate this Agreement, the adjusted price shall be the price for the renewal period.

TERMINATION

Murphy and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to Murphy for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

PRICE AND PAYMENT TERMS

The total Contract Price for Murphy's Services during the 1st year of the Original Term is: \$ 3,106.25
and will be payable as follows: \$ 1,553.13 Semi-Annually All payments will be due and payable
within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to Murphy's
obligation to perform its Services. A penalty of one and one half percent (1.5%) of the amount due per month shall accrue for
payments received after the payment due date. If paying by credit card, a 3% processing fee will be charged.

Type of Contract	Inspection
	Details of which are listed on Page 1.

Customer Acceptance: Company _____

Date _____ by _____

Title

Murphy Approval: _____ Company Murphy Company

Date 11/25/25 by *Jimmy Dake*

Jimmy Dake

Title Service Account Manager

General Terms and Conditions

1. This proposal is in effect for a period of 30 days.
2. Acceptance of this proposal shall in no way bind Murphy Company to make corrections, replacements or repairs necessitated by Customer's improper operation or misuse of the equipment or systems, or by faulty design of the equipment or systems.
3. All work is to be completed during normal working hours, 7:00 a.m.-3:30 P.M., Monday through Friday, excluding holidays, unless otherwise noted.
4. Murphy Company's liability for injury to persons or damage to property shall be limited to the extent such injury or damage is caused by its direct negligence. Murphy Company shall not be liable for any damage or loss to Customer resulting from business interruptions, inconvenience, loss of profits or special, indirect or consequential damages. However, nothing contained in this paragraph shall be deemed to release Murphy Company from the performance of its services and obligations under this agreement.
5. Murphy Company's scope of work does not include identification, removal, handling, installation, or treatment of any toxic or hazardous materials or substances including, but not limited to, asbestos and PCBs. Should any such materials or substances be within or near the areas of the work, the Owner or General Contractor agrees to immediately warn and identify the same to Murphy Company personnel. Should any such material or substances be encountered in the performance of work, Murphy Company may suspend work until others employed by the Owner or General Contractor remove the same and certify in writing to Murphy Company that the premises are free of the same and direct Murphy Company to return to work. Murphy Company shall be issued a change order and paid all reasonable suspension-of-work costs attributable to such suspension of work and allowed equitable extension of contact performance time. The Owner or General Contractor shall indemnify Murphy Company from any damage that results from the presence of any toxic or hazardous materials or substances.
6. This proposal will become a contract between Murphy Company and Customer if acceptable by Customer and thereafter approved in writing by an authorized Murphy Company representative.
7. Murphy Company shall not be liable for damages in the event of delivery or installation delays, which are due to causes beyond the control of Murphy Company.
8. During installation, Murphy Company will take all reasonable precautions to protect persons and property. Customer is responsible for property, casualty, and general liability insurance on its property.
9. Title to any equipment installed in connection with this project remains with Murphy Company until all payments have been received. Payment terms are net 30 days and a service charge of 1.5% per month on all past due accounts.
10. Murphy Company agrees to replace any workmanship, which is determined to be defective within 30 day of substantial completion of the project. Murphy Company will also warrant parts and materials only to the extent of the manufacturer's warranty.
11. Contractor's Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

12. Limitation of Liability. In no event, whether in contract (including indemnification and warranty), tort (including negligence), strict liability or any other legal theory shall either party be liable to the other, for any indirect, incidental, consequential, special, remote or punitive damages, including but not limited to interruptions in business operations, inconvenience, loss of financing, loss of use, or loss of profits.

13. Limitation of Liability Access Control and Security Systems

The following additional limitation of liability shall also apply to any contracts related to Access Control and Security Systems.

The parties agree that contractor does not undertake any risk of loss to customer's person or property, or the person or property of others, the allocation of such risk shall remain with customer, insurance to adequately cover this risk shall be obtained by customer, and that this allocation of risk is specifically included in the contract price.

The contractor's, including its employees, authorized agents, subcontractors, suppliers, and the sureties and insurers of any of them, sole and exclusive liability, and customers sole and exclusive remedy, with respect to contractor's total aggregate liability for direct, indirect, incidental, consequential, special, remote, punitive, or any other damages under contract, tort, strict liability or any other legal theory, arising directly or indirectly from the access control and/or security system and/or related goods or services provided or installed under this contract shall be limited to fifteen (15%) percent of the value of the contract, and customer releases and waives for itself and its insurer all subrogation and other rights to recover any other amounts from contractor, including its employees, authorized agents, subcontractors, suppliers, and the sureties and insurers of any of them, arising out of or related to any claim for loss, damage or injury of customer, including its employees, authorized agents, or invitees, or any other person or entity.

If any third party, including customer's subrogating insurer, makes any claim or files any lawsuit against contractor directly or indirectly related to the access control and/or security system and/or related services or work, provided or installed by contractor under this contract, to the fullest extent permitted by law, customer will indemnify, defend and save contractor, including its employees, authorized agents, subcontractors, and suppliers, harmless from any and all such claims and lawsuits, including the payment of all damages, settlements, attorneys' fees and court costs.

This limitation of liability shall apply regardless of how the loss, damage or injury, or other consequence occurs, even if due to contractor's performance or nonperformance of its obligations under this contract, from its active or passive negligence, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of contractor, including its employees, authorized agents, subcontractors, and suppliers. The sole exception shall be where a court of competent jurisdiction determines that contractor, including its employees, authorized agents, subcontractors, and suppliers, was grossly negligent in providing or installing the access control and/or security system and/or related goods and/or services provided or installed by contractor under this contract.

Equipment List



City of Bel Nor
8416 Natural Bridge Road
St. Louis MO 63121

QTY	Manufacturer	Model No.	Serial No.	Description	Location
1	SteamMax	TBD	TBD	Boiler	Basement
1	TBD	TBD	TBD	Backflow - 1/2"	Basement

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 210.1540 OF THE CITY OF BEL-NOR MUNICIPAL CODE, RELATING TO HALLOWEEN RESTRICTIONS ON REGISTERED SEX OFFENDERS.

Whereas, Missouri state statute currently places four restrictions on registered sex offenders relating to Halloween activities: (i) such offenders must avoid all Halloween-related contact with children; (ii) each offender must remain inside his or her residence between 5:00 pm and 10:30 pm on Halloween; (iii) outside residential lighting (including porch lights) must remain off on Halloween after 5:00 pm; and (iv) a registered sex offender must post a sign at his or her residence on October 31 stating “No candy or treats at this residence.”; and

Whereas, the City has an ordinance which mirrors this state statute and places the same restrictions on registered sex offenders; and

Whereas, on January 2, 2026, the federal Court of Appeals for the 8th Circuit found that the sign posting requirement is unconstitutional (Sanderson v. Hanaway, 2026 WL 17895); and

Whereas, all of the other three requirements are valid.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BEL-NOR, AS FOLLOWS:

Section 1. Section 210.1540 of Article IX of Chapter 210 of Title II of the Municipal Code is hereby amended by the deletion of subsection (A)(3), which reads, “Post a sign at his or her residence stating ‘No candy or treats at this residence’”, and, further, renumbering subsection (A)(4) accordingly. For ease of reference, the full section is set forth below showing the one provision to be deleted. All other provisions of Section 210.1550 are not amended in any way and remain in full force and effect.

TITLE II	PUBLIC HEALTH, SAFETY, AND WELFARE
CHAPTER 210	OFFENSES
ARTICLE IX	SEXUAL OFFENSES

SECTION 210.1540. HALLOWEEN, RESTRICTIONS ON CONDUCT – VIOLATIONS.

A. Any person required to register as a sexual offender under Sections 589.400 to 589.425, RSMo., shall be required on October 31st of each year to:

1. Avoid all Halloween-related contact with children;

2. Remain inside his or her residence between the hours of 5:00 P.M. and 10:30 P.M. unless required to be elsewhere for just cause including, but not limited to, employment or medical emergencies; **and**
3. ~~Post a sign at his or her residence stating "No candy or treats at this residence";~~
~~and~~
4. Leave all outside residential lighting off during the evening hours after 5:00 P.M.

B. Any person required to register as a sexual offender under Sections 589.400 to 589.425, RSMo., who violates the provisions of Subsection (A) of this Section shall be guilty of an ordinance violation.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen.

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BEL-NOR, MISSOURI, THIS
____ DAY OF _____, 2026.**

ANNA VOGEL
Presiding Officer

APPROVED THIS ____ DAY OF _____, 2026.

ANNA VOGEL
Mayor of the City of Bel-Nor

ATTEST:

SANETTE WHITE
Bel-Nor City Clerk