



TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE
ST. PETERS, MO 63376
JANUARY 23, 2020 AT 5:00 P.M.

A. Communications from Board Members/Aldermanic Representatives

B. BOA Items for Discussion

No items for discussion

C. Mayor/City Administrator Item

New Business Items:

1. [Discussion/Dissolving St. Peters Green Team](#) – Mayor
2. [Route 370 Ramp Cost Share Agreement with MHTC](#) – Benesek
3. [Intergovernmental Agreement for Centennial Greenway Phase 4 Project](#) – Benesek
4. [Asphaltic Concrete Materials Purchase](#) - Benesek
5. [Trucks 450 & 750 Replacement Purchase Recommendation](#) – Malach
6. [Truck 338 Replacement Purchase Recommendation](#) – Malach
7. [Truck 738 Replacement Purchase Recommendation](#) – Malach
8. [Parking Lot Agreement with the Center for Autism Education](#) – Pratt
9. [Municipal Court Custodian of Records Recommendation](#) – Pratt
10. [Suemandy Drive One and Suemandy Drive Two CID Update](#) – Pratt
11. [Secretary of State/Records Retention Schedule](#) – Smith
12. [Miscellaneous Updates](#) – Batzel
 - [COP Refunding Underwriter](#) – Pratt
 - [FY19 Budget Adjustment](#) – Pratt
13. [Board Meeting Agenda Item Revisions](#) – Batzel
14. [Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021\(1\)\(2\)\(3\)\(9\)\(12\)\(13\)\(14\) & 610.022 \(1-6\)](#)

D. Adjournment

AGENDA Posted at City Hall: January 17, 2020

By: P. Smith, City Clerk

Next Work Session: February 13, 2020

Revised Agenda posted on January 22, 2020 at 1:00pm

at: One St. Peters Centre Blvd., St. Peters MO

by: Patricia E. Smith, City Clerk

**Added New Item under C-10, Suemandy Drive One and Suemandy Drive Two CID Update
by Pratt**

RBA FORM (OFFICE USE)

MEETING DATE: January 23, 2020

Regular () Work Session (x)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other (x)

**Request for Board Action
By Mayor**

Ward 1 () 2 () 3 () 4 () All Wards (x)

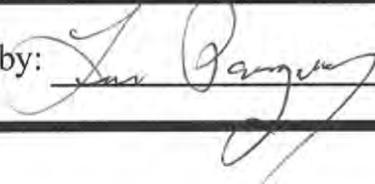
Brief Description: Dissolve Green Team and place members on Parks Board

Staff: Recommended () Not recommended () No Position ()

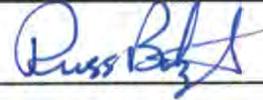
Summary/Explanation: There is a need to press forward with dissolving the St. Peters Green Team, merging members into an ad hoc committee to serve under the Parks, Recreation and Arts Advisory Board titled the Historical Board.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

RBA requested by:



CA:



RBA FORM (OFFICE USE)

MEETING DATE: January 23, 2020

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 (X) 4 () All Wards ()

Brief Description: Proposed ordinance authorizing the City Administrator to enter into a cost share agreement with the Missouri Highways and Transportation Commission for the construction of Route 370 at Salt River Road - Ramp 1.

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: The City of St. Peters has budgeted funds within the Transportation Trust Fund to improve the Route 370 – Salt River Road interchange. The first phase of the project (Ramp 1) will construct a new ramp from eastbound Salt River Road on to southbound Route 370. This phase of the project previously received federal and St. Charles County Road Board reimbursement funding for the design, property acquisition and construction. This phase of the project was recently awarded 50% reimbursement funding by the Missouri Highways and Transportation Commission (MHTC), up to \$1,800,169.00.

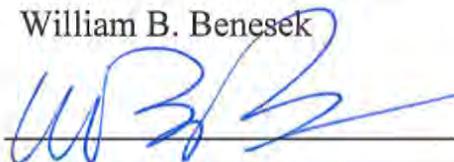
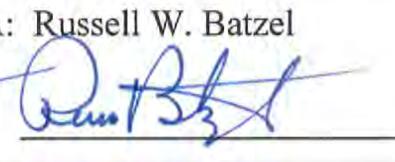
To be eligible to receive said MHTC funding, execution of a cost share funding agreement is required.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
The estimated cost of the Route 370 - Salt River Road – Ramp 1 project is \$3,600,337.00. With execution of the recommended MHTC cost share agreement, the cost allocation for the project is estimated to be as follows:

Federal (26%)	\$945,000.00
MHTC (50%)	\$1,800,169.00
St. Charles County (19%)	\$684,134.40
City of St. Peters (5%)	\$171,033.60
Total	\$3,600,337.00

RBA requested by: William B. Benesek

CA: Russell W. Batzel

RBA FORM (OFFICE USE)

MEETING DATE: January 23, 2020

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 (X) All Wards ()

Brief Description: An ordinance to authorize the Mayor to execute an Intergovernmental Cooperation Agreement between the City of St. Charles, Missouri, and the City of St. Peters, Missouri for acquisition of easements and right-of-way for design and construction of a public multi-use path improvements and maintenance of said improvements associated with the Centennial Greenway Phase 4 Project (Federal Project No. TAP 7305(618)).

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: This agreement will allow the acquisition of easement and right-of-way from property owners within both jurisdictions needed for the construction of a public multi-use path improvements and maintenance of said improvements associated with the Centennial Greenway Phase 4 Project (Federal Project No. TAP 7305(618)).

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

There is no cost for this Intergovernmental Cooperation Agreement.

RBA requested by: Burt Benesek



CA: Russell W. Batzel



INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND THE CITY OF ST. PETERS, MISSOURI, FOR THE ACQUISITION OF EASEMENTS AND RIGHT-OF-WAY ACROSS CERTAIN TRACTS OF LAND FOR DESIGN AND CONSTRUCTION OF PUBLIC MULTI-USE PATH IMPROVEMENTS AND MAINTENANCE OF SAID IMPROVEMENTS ASSOCIATED WITH THE CENTENNIAL GREENWAY PHASE 4 PROJECT

This Intergovernmental Cooperation Agreement is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF ST. CHARLES, MISSOURI, a constitutional charter city (hereinafter “St. Charles”), and the CITY OF ST. PETERS, MISSOURI, a city of the fourth class (hereinafter “St. Peters”).

WITNESSETH:

WHEREAS, St. Charles and St. Peters wish to improve the multi-use path along the Centennial Greenway Trail within a certain area of their respective jurisdictions; and

WHEREAS, construction of the multi-use path within both St. Charles’ and St. Peters’ respective jurisdictions, associated with the Centennial Greenway Phase 4 Project (hereinafter “Project”), necessitates obtaining easements and right-of-way from property owners within both jurisdictions; and

WHEREAS, Missouri Revised Statutes Section 70.220 through 70.325, as amended, authorized political subdivision to contract and cooperate with other municipalities or political subdivision for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, St. Charles and St. Peters are desirous of entering into an Intergovernmental Cooperation Agreement providing for the design, easement and right-of-way acquisition, construction and maintenance of the Project.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Term of Agreement. This Agreement shall become effective upon its execution by all parties hereto.

Section 2. Use of Existing Easements and Replacement of Existing Infrastructure. St. Charles hereby authorizes St. Peters to utilize any and all existing easements and right-of-way to complete construction of the Project. In addition, St. Charles hereby authorizes St. Peters to construct, reconstruct and/or replace any existing infrastructure within St. Charles’ corporate limits for the Project.

Section 3. Acquisition Authority. St. Charles hereby authorizes St. Peters to acquire on behalf of St. Charles by negotiation, certain easements and right-of-way across certain tracts of land in the incorporated part of St. Charles, required for the Project and more particularly described as Lot 1, Lot 6, and Lot 7 of Stone Pointe Plat One, a subdivision plat recorded in Plat Book 40 Page 178 of the St. Charles County, Missouri, records; more commonly known as, 2 Stone Meadow Court, 12 Stone Meadow Court, and 2833 McClay Road respectively. In addition Lot 13 of St. Charles Common Block Eight, a subdivision plat recorded in Plat Book 771 Page 1255 of the St. Charles County, Missouri, records; more commonly known as 2761 Hackmann Road. St. Charles shall have the right to inspect any documentation relating to St. Peters' efforts to acquire the easement or easements and right-of-way across the property which are to be part of the proceeding and to make reasonable suggestions based upon any appraisal obtained by St. Peters regarding the compensation to be provided therefore. St. Peters shall be solely responsible for all costs of litigation, including, but not limited to, attorneys' fees, witness fees, appraisals, court costs and recording fees.

Section 4. Costs of Litigation Associated with Acquisition. All court costs of litigation associated with the acquisition of the easements and right-of-way, including attorney fees, shall be paid by St. Peters. The parties agree that St. Charles shall not share in any court costs of litigation associated with acquisition of the easements and right-of-way. For purposes of this Agreement, the term "court costs" shall mean all: brokerage commissions; costs of title commitments, reports or policies; surveys; soil and hazardous waste and other property related reports; appraisals; professional fees of any kind or nature, including engineering, architects and attorneys' fees; filing fees, costs of transferring any of the property from St. Peters to St. Charles or vice versa, recording fees, experts' fees, and all litigation costs.

Section 5. Control of Acquisition. St. Peters is an independent contractor hereunder. In the performance of the acquisition, St. Peters shall control and direct the performance and details of the acquisition. St. Charles shall be kept informed with regard to the acquisition of the easements and right-of-way within its corporate limits as described in this Agreement.

Section 6. Indemnification. St. Peters shall indemnify and hold St. Charles harmless from and against any loss, cost, claims, demands, and/or expense arising out of any demand, claim, suite or judgment for injury to or death of persons including the officers, agents and employees of either party herein, resulting from St. Peters' conduct with regard to the acquisition.

Section 7. Construction Standards and Permits. The Project will be designed and constructed in accordance with Chapter 545 of the Municipal Code of the City of St. Peters. St. Peters will provide a full plan submittal to St. Charles for review, comment, and approval for work to be completed within their jurisdiction. St. Peters will also apply for any necessary permits from St. Charles (St. Charles to waive any of their permit fees associated with the construction of the Project). St. Charles is encouraged to inspect the portion of the Project constructed within their jurisdiction.

Section 8. Maintenance of Completed Improvements. It shall be the responsibility of each respective jurisdiction to operate and maintain all completed multi-use path improvements so

constructed within their respective corporate limits once the project construction is complete and the project has been accepted by St. Peters and St. Charles.

Section 9. Termination. In the event St. Peters violates any provision of federal, state or local law or regulations with regard to the acquisition of the right-of-way or easements described in this Agreement, St. Charles may terminate this Agreement upon thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

ATTEST:

City Clerk

CITY OF ST. PETERS, MISSOURI

By: _____
Len Pagano, Mayor

ATTEST:

City Clerk

RBA FORM (OFFICE USE)

MEETING DATE: January 23, 2020

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

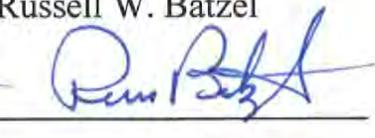
Brief Description: Request to solicit bids for the procurement of asphaltic concrete materials for City street repairs and various projects from Fred Weber, Simpson Materials and Missouri Petroleum.

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: Since Fred Weber, Simpson Materials are the only two suppliers of hot mix asphaltic concrete in St. Louis region, and additionally Missouri Petroleum can provide quotes for cold mix asphaltic concrete and tack oil, staff requests permission to directly solicit price quotes from these suppliers and waive the normal purchasing requirement to advertise for bids.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
The City annually budgets approximately \$1.3 million for the procurement of asphaltic concrete materials for use by City forces for street repairs and various City Projects.

RBA requested by: Burt Benesek, Manager/TDS CA: Russell W. Batzel

RBA FORM (OFFICE USE)

MEETING DATE: January 23, 2020

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: Trucks 450 & 750 Replacements

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation:

Trucks 450 and 750 scheduled replacements are in accordance with the 5-yr CIP and the FY 20 Budget.

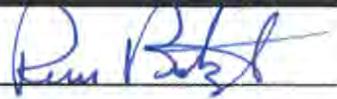
Both trucks are 5-Ton tandem axle dump trucks equipped with snow plows and salt spreaders. Both trucks are used for general hauling and snow & ice control. One truck is used in the WES-Utilities Department and the other truck is used in the PGS- Parks Department.

It is recommended the City negotiate directly with the lowest qualified provider on the State Contract for the City specified cab & chassis, dump body, plow, salt spreader, and other appurtenances.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

Both the Water & Sewer Operating Fund and the Local Parks & Storm Water Fund budgeted \$194,000/ea for these truck purchases. The negotiated initial cost of each \$169,586. For a total purchase of \$339,172.

RBA requested by: Bill Mahal 12-27-19

CA: 



INTEROFFICE MEMORANDUM

TO: PURCHASING
FROM: CHERYL HANKS-SINECKI, DIRECTOR OF ENVIRONMENTAL SERVICES *CHS*
SUBJECT: 2020 CAPITAL VEHICLE REPLACEMENTS, WES 450 & PGS 750 REPLACEMENT
TANDEM AXLE TRUCKS
DATE: DECEMBER 26, 2019
CC: RANDY MENNER, FLEET MAINTENANCE COORDINATOR

Request:

This memo is requesting the purchase of two (2) Tandem Axle Cab/Chassis with dump body truck through MOT Contract IFB605CO19001978 from Navistar International in the amount of \$82,047.00 for each vehicle. To outfit the vehicle we engaged in competitive negotiations with Viking Cives Midwest for the Dump body and stainless steel spreader in the amount of \$87,047.00 each as specified on the attached quote. Total purchase for each vehicle is \$169,586.00. The WES Group Manager has reviewed and approved this purchase.

Background:

The CIP and WES and PGS capital fund allocates \$194,000.00 each for replacement of their tandem axle truck that is used by each department for maintenance and snow removal. Purchase of these vehicle results in a \$24,414.00 under budget item for each department.

Justification:

Fleet Maintenance reviewed the state bid (MoDOT contract # IFB605CO19001978) and selected the tandem axle truck from Navistar International with Viking Cives Midwest as the lowbid that met all the necessary specifications.

Navistar International provided the lowest bid on the state contract for the tandem axle truck, therefore, Fleet negotiated directly with Viking Cives Midwest. This truck meets all of the City's specifications and Viking Cives Midwest is also providing the City with the state bid discount.

OK
-Burt Menner
12-27-19

RBA FORM (OFFICE USE)

MEETING DATE: January 23, 2020

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other (X)

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: Truck 338 Replacement

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation:

Truck 338 scheduled replacement is in accordance with the 5-yr CIP and the FY 20 Budget.

Truck 338 is a bucket truck used for street light and traffic signal repair and maintenance in the TDS-Street Department.

It is recommended the City purchase the 40-ft aerial boom and utility body directly from the State Contract and competitively negotiate with this provider (Drake Scruggs, Springfield, IL) for the City specified cab & chassis.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

The TDS TTF budgeted \$135,000 for the truck purchase, using the state bid and competitive negotiations the initial cost of this truck is \$108,993.92.

RBA requested by: Bob Males 1-9-20 CA: Ram B...

INTEROFFICE MEMORANDUM

TO: PURCHASING
FROM: CHERYL HANKS-SINECKI, DIRECTOR ENVIRONMENTAL SERVICES *CALB*
SUBJECT: 2020 CAPITAL VEHICLE REPLACEMENT, TDS VEHICLE #338
DATE: JANUARY 6, 2020
CC: BURT BENESEK, GM TDS

Recommendation:

The CIP and TDS capital fund allocates \$135,000.00 for the replacement of vehicle #338. The current vehicle is a 2012 Ford F-550 used by the Traffic department. Fleet Maintenance has reviewed the MODOT contract #60520CO0172.

FM is recommending the vehicle purchase be made from Drake Scruggs. The purchase will result in a budget savings of \$26,006.00.

Cab and Chassis	\$44,174.00
Insulated aerial platform with utility tool body	\$59,526.50
Upgrades to boom	\$4,869.42
Delivery Fee	\$424.00
TOTAL	\$108,993.92

Justification:

The lowest cost provided for the 40 ft bucket boom and appurtenances on the MODOT Contract is Drake Scruggs. Drake Scruggs was approximately \$6,400 lower for all the required items on the State Bid. However, Drake Scruggs did not bid a Ford Cab and Chassis. Fleet negotiated directly with Drake Scruggs and they did provide a lower price than the other state bidder for the Ford Cab and Chassis. The City has purchased vehicles from this vendor previously and is satisfied with their performance. This vehicle purchase will meet all the specifications needed by the department.

OK
-Burt M. Benesek
1-9-20

RBA FORM (OFFICE USE)

MEETING DATE: January 23, 2020

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: Truck 738 Replacement

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation:

Truck 738 scheduled replacement is in accordance with the 5-yr CIP and the FY 20 Budget.

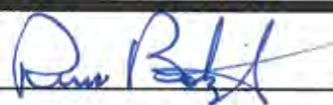
Truck 738 is a one-ton dump body used by the Horticultural Crew for general maintenance and for the snow and ice control program. The truck is being purchased with a new snow plow and salt spreader.

Don Brown Chevrolet was part of the State Bid. Truck 332 was purchased in September 2019 and is an identical truck to Truck 738. Don Brown Chevrolet is willing to hold their price for Truck 738.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

The LPSW-Parks Maintenance budgeted \$103,000 for the truck purchase, using the state bid and competitive negotiations the initial cost of this truck is \$99,464.00

RBA requested by: Bill Madak 1-10-20

CA: 



CITY OF ST. PETERS, MO

#19503

INTEROFFICE MEMORANDUM

TO: PURCHASING
 FROM: CHERYL HANKS-SINECKI, DIRECTOR OF ENVIRONMENTAL SERVICES *CRUS*
 SUBJECT: 2020 CAPITAL VEHICLE REPLACEMENT, PGS VEHICLE 738
 DATE: DECEMBER 23, 2019
 CC: RANDY MENNER, FLEET MAINTENANCE COORDINATOR

Recommendation:

The CIP and PGS capital fund allocates \$103,000 for replacement of a 1 ton dump body truck to be used by the Horticulture crew for maintenance and snow removal. Purchase of this vehicle results in a \$3,536.00 under budget item.

This purchase is a match of vehicle 332 purchased through Don Brown Chevrolet under PO 19-001009.

Item	Cost	Vendor
Cab & Chassis	\$39,962.00	Don Brown Chevrolet
State Contract Options	\$ 2,957.00	Don Brown Chevrolet
Negotiated upgrades	\$56,545.00	Don Brown Chevrolet
TOTAL	\$99,464.00	

Justification:

Fleet Maintenance reviewed the purchase with Don Brown Chevrolet. Don Brown is holding the price to match the previous purchase of vehicle 332.

OK
- Bill Mahal
12-23-19
OK
Russ [Signature]
1-6-20

Russ:

Please sign if you approve this sale. Same based on competitive negotiations. The backup memo from 332 is attached. Purchasing will confirm pricing when/it you approve.

GM 12-31-19

RBA FORM (OFFICE USE)
MEETING DATE: January 13, 2020
Regular () Work Session (X)
ATTACHMENT: YES (X) NO ()
Contract () Ordinance (X) Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 (X) 4 () All Wards (X)

Brief Description: Recommendation to enter into Parking Lot Agreement with the Center for Autism Education

Staff: Recommended (x) Not recommended () No Position ()

Summary/Explanation:

Alderman Violet brought to staff's attention that the Center for Autism Education was routinely parking a large number of cars in the City's Shady Springs Park parking lot. Follow-up conversations with the Center determined their need for the use of up to 40 parking spaces on weekdays from 7:30 to 4:30 pm for client support/visitor overflow parking.

Staff recommends the City allow this on a limited continued basis for up to three (3) years under the terms of an Agreement. Staff has discussed with the Center that this is a temporary solution and that they need to include a parking lot expansion in their capital plans.

The fee for the limited use of the City's parking lot is intended to cover general wear and tear and other maintenance issues of the lot's surface and consideration for their use.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

License Fees as follows:

2020 \$1,200
2021 \$1,320
2022 \$1,452

RBA requested by:

CLPratt



CA: Russell W. Batzel



PARKING LOT LICENSE AGREEMENT

THIS PARKING LOT LICENSE AGREEMENT (the “Agreement”) is made and entered into by and between the City of St. Peters, Missouri (the “City”), and The Center for Autism Education, a Missouri nonprofit corporation (the “Center”).

RECITALS

A. City is the owner of a parking lot in Shady Springs Park, a municipal park located at 3880 Shady Springs Lane in St Peters, Missouri (the “Parking Lot”).

B. The Center desires to utilize, on a non-exclusive basis, forty (40) parking spaces in the Parking Lot, for parking of motor vehicles only, on weekdays from 7:30 a.m. to 4:30 p.m., upon the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the adequacy of which are hereby acknowledged the parties agree as follows:

1. Licensed Use. City hereby licenses and authorizes the Center, its employees, agents and invitees the non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to use forty (40) parking spaces in the Parking Lot for the sole purpose as defined and set forth below.

2. License Is Revocable.

a. The Center acknowledges and agrees that City may revoke this license at any time. Such a determination shall be made in the sole discretion of the City and shall not be subject to further review.

b. The Center further acknowledges and agrees that this license is a mere privilege to go upon the Parking Lot for a particular purpose, and that it does not operate to convey any leasehold interest, estate or easement in the Parking Lot.

c. The Center further acknowledges and agrees that this license is not coupled with an interest, that this license is not supported by valuable consideration, nor is it necessary to the Center’s possession or enjoyment of any other right or privilege as a result of this license or any other agreement between the City and the Center.

3. Limitations to Agreement. Center’s use of the Parking Lot shall not be exclusive. City shall also have the right to use the Parking Lot for its own purposes, which shall take priority over Center’s right of use. The City’s use of the Parking Lot, exclusive of the Center, may occur at any time with seven (7) days advance written notice to Center. In the case of an emergency, as determined by the City in its sole discretion, this one week notice requirement shall be waived allowing for the Parking Lot’s immediate and exclusive use by the City. There is no time limit on such use by the City. The

Center, nor any of its employees, patrons, or invitees, may sell, rent, lease, or charge for the use of the Parking Lot. The Center shall use the Parking Lot solely for its own nonprofit related services.

4. License Fee. It is mutually understood and agreed that the agreed upon fee for the Center's use of the Parking Lot ("License Fee") was determined based upon an estimate of the cost of surface care and parking space striping of the Parking Lot. The initial License Fee of \$1,200 will be due February 1, 2020. All subsequent License Fees will be due on the 31st day of January of each year as follows: 1st renewal fee of \$1,320 and 2nd renewal fee of \$1,452.

5. Compliance with Laws. Center shall, at all times during the Term, comply (and shall cause its employees, agents, patrons, and invitees, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Center's use of the Parking Lot.

6. Maintenance and Notice of Necessary Repairs. The City will be responsible for the Parking Lot surface care and parking space striping.

7. Indemnification. Center agrees to defend, indemnify and hold harmless the City, its employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the Center's use of the Parking Lot by its employees, agents, patrons, and invitees. In addition, if any judgment shall be rendered against City in any such action, Center shall, at its sole cost and expense, satisfy and discharge such obligation of the City. City shall have the right, at its own expense, to participate in the defense of any suit, without relieving Center of any of its obligations hereunder. City retains final approval of any and all settlements or legal strategies which involve any interest of the City. The indemnities set forth herein shall survive the expiration or termination of this Agreement

8. Assumption of Risk. Center acknowledges and agrees that by use of the Parking Lot, Center assumes all risk of loss or damage to property, including, without limitation, property damage, items or possessions in the vehicle, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or willful misconduct of City. Center further agrees that it is familiar with the condition of the Parking Lot and the suitability of the Parking Lot for its intended use, and accepts the Parking Lot on an "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" basis. Center forever releases City, its agents, elected and appointed officials, and employees from and against any and all claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. City, its agents, elected and appointed officials, and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents on the Parking Lot.

9. Insurance Requirements. The procuring of required policies of insurance shall not be construed to limit Licensee's liability thereunder, nor to fulfill the indemnification provisions and requirements of this License. Notwithstanding said policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this License or with Licensee's use or occupancy of any portion of the Premises.

The Licensee shall purchase, maintain and keep in force during the term of this License at

Licensee's sole cost and expense the following insurance:

A. a. CERTIFICATE OF WORKERS' COMPENSATION INSURANCE for statutory limits and Employer's Liability minimum \$500,000 limit.

b. CERTIFICATE OF COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTO LIABILITY INSURANCE with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.

Commercial General Liability and Auto Liability policies shall include endorsements naming City of St. Peters, Its Officers, Agents, Volunteers and Employees as additional insured. Endorsements for General Liability and Auto Liability shall state that the Licensee's insurance is "primary" and the City of St. Peters is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

c. Minimum Insurance Requirements – General Liability Insurance:

One million dollars (\$1,000,000) each occurrence (combined single limit)
One million dollars (\$1,000,000) for personal injury liability
One million dollars (\$1,000,000) in the aggregate

d. Minimum Insurance Requirements – Auto Liability Insurance:

One million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage
One million dollars (\$1,000,000) in the aggregate
Policy shall cover any auto

10. Center Events of Default. Events of default ("Events of Default") by the Center which may cause the City's immediate termination of this Agreement include, but are not limited to, the following:

Failure of Center to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to, the following:

- i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Parking Lot;
- ii) Failure to perform any of the terms and conditions of this Agreement; or
- iii) Failure to use the Parking Lot in a manner unsatisfactory to the City.

11. Assignment. The interest of the Center under this Agreement is personal to the Center and may not be assigned or transferred to any other individual or person without the City's prior written consent which may be withheld in its complete and sole discretion.

12. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate in the same fashion):

If to City: City of St. Peters, Missouri
One St. Peters Centre Blvd.
St. Peters, Missouri 63376
Attn: City Administrator

With a copy to: Hamilton Weber LLC
City Attorneys
200 N. 3rd Street
St. Charles, Missouri 63301
Attn: Wm. Randolph Weber

If to Center: The Center for Autism Education
3880 Shady Springs Lane
St. Charles, MO 63301
Attn: President

All notices required hereunder shall be deemed received on the date of delivery if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail, postage prepaid.

13. Severability. In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

14. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

15. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

16. Entire Agreement and Amendment. The Agreement constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:
City of St. Peters, Missouri

CENTER:
The Center for Autism Education

By: _____
Russell W. Batzel,
City Administrator

By: _____
Amy Buie
President

DRAFT

BILL NO. 20-

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CERTAIN PARKING LOT LICENSE AGREEMENT WITH THE CENTER FOR AUTISM EDUCATION

WHEREAS, the City is the owner of a parking lot in Shady Springs Park, a municipal park located at 3888 Shady Springs Lane in St Peters, Missouri (the "Parking Lot") and adjacent to certain real property located at 168/170 Braewood Circle, St. Charles, Missouri 63301, and operated by The Center for Autism Education, a Missouri nonprofit corporation; and

WHEREAS, The Center desires to utilize, on a non-exclusive basis, forty (40) parking spaces in the Parking Lot, for the parking of motor vehicles only, on weekdays from 7:30 a.m. to 4:30 p.m.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION NO. 1. Parking Lot License Agreement.

A. That the form, terms and provisions of the Parking Lot License Agreement (the "Agreement") attached hereto, marked as **Exhibit "A"**, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Agreement in substantially the form attached hereto.

B. That the City Administrator is hereby further authorized and directed for and on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance or in the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION NO. 2. Savings.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements

thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION NO. 3. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION NO. 4. Effective Date.

This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this ____ day of _____, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

EXHIBIT A

[Attach Parking Lot License Agreement]

RBA FORM (OFFICE USE)

MEETING DATE: 1/23/2020

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All

Wards ()

Brief Description: Ordinance to name the court clerk as custodian of records for the court

Staff: Recommended (x) Not recommended () No Position ()

Summary/Explanation:

It has been requested that the Court Clerk assume the function of Custodian of Records for the Municipal Court. In order to do this we need to change section 130.130 of the City Code. This will enable the Court Clerk to handle any public information requests pertaining to Court dispositions of its cases. In the past this has been handled through the City Clerk's office as part of their public information process.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
None

RBA requested by: Rita Westerson



CA: Russ Batzel



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTION 130.130 OF THE ST. PETERS CITY CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 130.130; AND NAMING THE COURT CLERK THE CUSTODIAN OF RECORDS OF THE MUNICIPAL COURT OF THE CITY OF ST. PETERS, MISSOURI

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION NO. 1. That Section 130.130 of the St. Peters City Code be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 130.130, to read as follows:

Section 130.130 Clerks, Courtroom, Other Employees — Municipalities To Provide For, When.

Where municipal violations are to be tried before a Municipal Judge or Judges, the governing body of the municipality shall provide by ordinance for a clerk or clerks and such other non-judicial personnel as may be required for the proper functioning of the municipal division or divisions and shall provide a suitable courtroom in which to hold court. The salaries of the judges, clerks and other non-judicial personnel and other expenses incidental to the operation of the municipal divisions shall be paid by the municipality. **The Court Clerk, or his or her designee, shall serve as the custodian of records of the Municipal Court for purposes of Supreme Court Operating Rules 2, 4, 8 and 20, Chapter 610, RSMo., and any other applicable laws and Supreme Court rules, as amended.**

SECTION NO. 2. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

SECTION NO. 3. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

SECTION NO. 4. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held

invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this ____ day of _____, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest:

Patricia E. Smith, City Clerk

DRAFT

RBA FORM (OFFICE USE)

MEETING DATE: January 23, 2020

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (N/A)

Brief Description: Secretary of State/Records Retention Schedules

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation:

The destruction of records schedule is set by the Secretary of State, which states the following: the disposition of records should be recorded in a document such as the minutes of the Board of Aldermen or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date on which the destruction was completed.

Please view the attached destruction of records forms to be entered and made a part of the minutes.

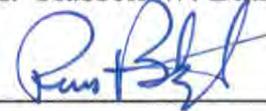
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Patty Smith



C.A. Russell W. Batzel





City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Department Name: Health & Environmental Services		Total # of Boxes: 7
Department Records Coordinator: Kristen Goodson		
Date: 12/23/19	Office Address: 131 Ecology Drive, St Peters, MO 63376	Telephone: 1471

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>K Goodson</i>	Date: <i>12/23/19</i>	Date of Records Destruction: <i>1/10/2020</i>
Group Manager: <i>Bill Mader</i>	Date: <i>12/23/19</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

Request for Department Destruction

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>J. Smith</i>	Date: <i>1/7/2020</i>

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
RC18 A	GS008	Waste Works Scale Tickets	Jan 2018	Post Audit	P
RC18 B	GS008	Waste Works Scale Tickets	Feb 2018	Post Audit	P



City of St. Peters – Records Management
RECORDS DESTRUCTION FORM

Page 1 of 1

Department Name: Administration		Total # of Boxes: 2
Department Records Coordinator: Chris Cattoor		
Date: 12/26/19	Office Address: One St. Peters Centre Blvd., St. Peters, MO 63376	Telephone: 636-477-6600

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Chris Cattoor</i>	Date: <i>1-7-20</i>	Date of Records Destruction: <i>1/15/2020</i>
Group Manager: <i>Cathy Pratt</i>	Date:	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

Request for Department Destruction

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>J. Smith</i>	Date: <i>1/9/2020</i>

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
353	GS 021	Board of Aldermen Meeting Folders January 9, 2014 to August 14, 2014	2014	1 Year	P
354	GS 021	Board of Aldermen Meeting Folders September 12, 2014 to December 19, 2014	2014	1 Year	P

GS 020*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Work Orders**

Maintenance requests; Service requests; Service report; Application for Services Active/Inactive; Rejected Application for Services.

Internal records documenting requests and authorizations for needed services, including repair of government owned property.

May include: copy center work order, telephone service and installation requests, printing orders, repair authorizations, and similar records.

3 years

Destroy

August 15, 2001

GS 021*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Meeting Records (for Boards, Commissions, Committees, or Other Public Bodies)**

Documents the proceedings of public bodies described in RSMo 610.010 (4).

May include: minutes, agendas, exhibits, resolutions, indexes, staff reports, correspondence, related documentation, audio or visual recordings.

Permanent - Minutes, agendas, exhibits, resolutions, and indexes (not retained permanently elsewhere); Other records - 1 year

Permanent records - Archive. Microfilm for preservation. Other records - Destroy.

See also: GS 085 Meeting Records (internal agency staff/committee)

August 19, 2003

GS 022*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Public Notice Records**

Affidavits of Publication, Notice of Meetings, Public Notices, Proof of Publication

Records documenting compliance with laws requiring public notice of governmental activities

May include: public or legal notices, certificates, affidavits of publication, and similar documents

3 years

Destroy

See also: GS 055 Bid Records

August 19, 2003

GS 023*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Capital Improvement Projects Files**

Records related to construction/renovation/repair of publicly owned buildings, structures, streets, sidewalks or other infrastructure.

May include: correspondence, bids, specifications, plans, designs, drawings, reports, notes, change orders, etc.

Retain for the life of the structure, sidewalk, or road, plus 10 years; May be subject to federal requirements.

Destroy

August 19, 2003; Revised August 23, 2011

GS 024*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Computer Software Licensing Files**

Documents proving the licensure and implementation of computer software programs by the agency.

May include: permitted uses, rights and restrictions, warranty information, liability statement, and laws governing the product.

Retain for the duration of license plus 5 years

Destroy

August 19, 2003

0030

Also Called:
Function:

Content:

Retention:
Disposition:
Note:
Approval Date:

Landfill Fee Records

Daily Solid Waste Record; Solid Waste Tonnage Fee Form
Documents the quantity of waste material subject to fees, the dollar amount of fees collection, the collection costs incurred and the total dollar amount of waste tonnage fees.
May include: time shipment received or sent, name of individual or company transporting, type of waste, name and address of disposal area to which waste is transported, payment received or due.
3 Years
Destroy
See RSMo 260.330; 10 CSR 80-2.80
August 25, 2015

0039

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Petitions

Petitions signed by citizens requesting action by the city on issues of concern
May include petitions of initiative, referendum, recall, vacation of public rights of way, etc.
5 years, retain vacation of public rights of way with ordinances
Destroy

0043

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Proclamations

All official proclamations issued by the mayor, board, or council
1 year after recorded in official minutes, if not in minutes, retain permanently
Destroy those records not permanent, archive and microfilm those that are permanent

0048

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Index of Files

Index relating to all city files, often organized by major categories of records
Permanent
Archive

0054

Also Called:
Function:

Content:
Retention:
Disposition:
Note:
Approval Date:

County Recording (official): Plats, Ordinances, Contracts, etc.

Register of official recording activity with County Recorder and Secretary of State. NOTE: VITAL RECORDS - see introduction for further guidance
Permanent
Archive

0057

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Lost and Found

List of articles turned into the office
Date found, date released or other disposition
5 years, including audit
Destroy