



TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE
ST. PETERS, MO 63376
OCTOBER 10, 2019 AT 5:00 P.M.

A. Communications from Board Members/Aldermanic Representatives

B. BOA Items for Discussion

No items scheduled for discussion

C. Mayor/City Administrator Item

Unfinished Business Items: None

New Business Items:

1. Discussion Regarding the Parking of Commercial Vehicles in Commercial Parking Lots – Mayor/Reitmeyer/Townsend
2. Recommendation for Towing Service Contract – Struttman
3. Draft Resolution/ Regional 2020-2025 Updated Hazard Mitigation Plan – Hickey
4. 1st Amendment Agreement with St. Charles County for Spencer Road Reconstruction Project – Benesek
5. Draft Resolution Amending Parks, Recreation and Arts Advisory Board By-Laws – Hutsler
6. Draft Ordinances to Execute Agreements with SCC Ambulance District and Central County Fire and Rescue – Batzel
7. Secretary of State/Records Retention Schedule – Smith
8. Miscellaneous Updates – Batzel
 - 2019 Celebrate St. Peters Review – Bedian
9. Board Meeting Agenda Item Revisions – Batzel
10. 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: October 7, 2019
By: P. Smith, City Clerk

Next Work Session: October 24, 2019

RBA FORM (OFFICE USE)

MEETING DATE: 10-10-19

Regular () Work Session (x)

ATTACHMENT: YES () NO (x)

Contract () Ordinance () Other ()

**Request for Board Action
By Mayor**

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

Brief Description: A discussion regarding the parking of commercial vehicles in commercial parking lots.

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

Summary/Explanation: There is a need to press forward regarding the illegal parking of commercial vehicles on commercial private property after hours and weekends.

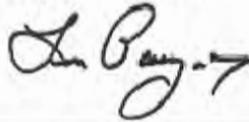
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by:

Mayor Pagano

CA: Russell W. Batzel





RBA FORM (OFFICE USE)

MEETING DATE: **October 10, 2019**

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other (X)

**Request for Board Action
By Staff**

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

Brief Description: Towing Contract

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

Summary/Explanation:

Recommendation for Towing Service Contract award

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

None

RBA requested by:

R. Struttmann

Richard Struttmann

CA:

Russell W. Batzel

Russell W. Batzel



INTEROFFICE MEMORANDUM

TO: RUSS BATZEL
FROM: CHIEF RICK STRUTTMANN
SUBJECT: RECOMMENDATION FOR TOW CONTRACT AWARD
DATE: 09/19/19
CC:

Three companies (A-One Towing, A&A Towing Services DBA Cardinal Towing, and D&L Towing) responded to the City's request for proposal (RFP) to provide towing services to the City of St. Peters. After consideration of the bids, I recommend the selection of A-One Towing to provide City contract towing and storage services. The details of my recommendation are below.

In response to RFP 19-172 Towing Services, bidders provided costs for their towing services in the following three categories:

1. Police-Authorized Tows

Police-Authorized Tows are tows authorized by the Police Department for which a Missouri Department of Revenue Criminal Inquiry and Inspection Report/Authorization to Tow Form (DOR 4569) has been completed. The tow charges are billed to the owner or driver of the vehicle or other item at the rates established under this RFP award. The City is not billed for these services.

2. City-Authorized Tows

City-Authorized Tows are tows, service requests for City owned vehicles, or roadway debris clearing at the request of an authorized city representative. This also includes event assistance at a City function. These tow requests are billed to the City.

3. Private-Request Tows

Private-Request Tows are tows requested and authorized by the owner or person in possession of the vehicle or equipment. All charges are billed to the owner or person receiving the services.

It should be noted that Private-Request Tows are governed by Chapter 608 of the St. Charles County Code. Bidders responding to this RFP were asked to supply the Fee Schedule listed with their St. Charles County Tow Truck/Wrecker Service

License on file with the St. Charles County Registrar. Towing businesses licensed in St. Charles County cannot charge in excess of that authorized by the fee schedule on file with the Registrar. This fee ceiling is important due to the fact that citizens often ask police officers to request the City contract tow service for a Private-Request Tow or service.

The initial Bid Tabulation showed that D&L Towing was approximately \$30,000 more than the other two bidders. Due to the extent of this variance this proposal was not evaluated further. The City then contacted the other two companies (A-One Towing and A&A Towing DBA Cardinal Towing pertaining to their responses. This was done in order to seek additional information to clarify their responses and ease comparison between the two.

The City of St. Peters Purchasing department updated the Bid/Quote Tabulation Sheet based on the information provided to the City from the initial RFP submissions, as well as the information provided during the clarification process. Some items did require the use of assumptions based upon information received during the clarification process. For example, how many towed vehicles will be claimed within either a calendar day or a 48 hour period. In both instances A-One Towing was the lowest cost bidder.

Sheet 1 reflects the weighted total cost of both Police-Authorized Tows and City Authorized Tows. Based on this analysis, the A-One Towing bid proposal is less than that of Cardinal Towing. The difference between the companies was \$300. Both Companies offered to provide City-Authorized Tows at no charge.

Sheet 2 summarizes the St. Charles County Towing fee schedules received from A-One Towing and Cardinal Towing. This information is on file with the St. Charles County Registrar and is a component of the original RFP. The fees listed on the schedule are those provided to St. Charles County by the companies for procurement of a St. Charles County Tow Truck/Wrecker Service License. Fees listed by Cardinal Towing were generally higher than that of A-One Towing. Cardinal Towing's price schedule includes four additional fees, for criteria not specifically listed on the form. Cardinal Towing advised that these fees would apply if the situation warranted. These include categories described as Processing Fees, Fuel Surcharge fees, Special Equipment fee, and gate fee. A-One Towing's price schedule does not include a minimum charge for any undertaking involving tow storage. A-One Towing advised they did not complete that section as they do not have a minimum charge.

Reviews

Online Searches were conducted for both businesses with the Better Business Bureau and Google Reviews:

In 2011, A&A Towing Services LLC purchased Crash City USA Towing. In 2016, they purchased Cardinal Towing. They now are identified as A&A Towing Services, LLC

DBA A&A Towing Services / Crash City USA / Cardinal Towing. Their bid packet is titled, A&A Towing Services, LLC DBA Cardinal Towing.

Better Business Bureau

The BBB website defaults to A&A Towing when a search is attempted for Cardinal Towing; therefore, it cannot be determined with certainty if the BBB rating refers to Cardinal Towing as a sole entity or for the parent organization A&A Towing Services, LLC DBA A&A Towing Services / Crash City USA / Cardinal Towing. A&A Towing has been an accredited BBB member since 01/29/2018. It has an A+ rating with 0 reviews listed, either positive or negative. We are unable to determine if the A+ designation is a default status (due to the absence of any reviews or specific complaints) or is based on other unknown criteria.

A-One Towing is not an accredited BBB member. The BBB website rates A-One Towing with a “C” for “Failure to respond to 1 complaint(s) filed against business”.

A search of the Better Business Bureau’s Business Reviews covering the last three years is shown below:

	BBB Rating	Complaints	Closed Complaints	Negative Reviews	Positive Reviews
A-One Towing	C	5	4	1	0
A&A Towing DBA Cardinal Towing	A+	0	0	0	0

Google Reviews

A search was conducted, utilizing Google Reviews, of A-One Towing and A&A Towing D/B/A Cardinal Towing. In this platform, A&A Towing and Cardinal Towing have separate reviews. In this review system A-One Towing has an average rating of 3.7 out of 5, while Cardinal Towing shows 3.5 out of 5. The results are below:

	Number of Reviews	Average Rating out of 5
A-One Towing	56	3.7
A&A Towing	16	4.3
Cardinal Towing	23	3.5

AAA Towing

A-One Towing is an American Automobile Association (AAA) towing services provider. Cardinal Towing does not accept AAA. In our experience, drivers frequently make private requests for an AAA service tow truck when their vehicle is stranded or in a crash. AAA is a popular subscriber based towing and roadside assistance automobile

club with a reported 58 million members in the United States and Canada. Having an AAA towing service as the City contract towing service has a positive impact on response times and customer satisfaction.

Proximity to St. Peters City limits

None of the respondents to the RFP are located within the City of St. Peters. A-One Towing is located approximately one half mile outside of the City limits while Cardinal Towing is located approximately 1.5 miles out of the City. Both are based in close proximity to Interstate 70 and Interstate 370. Due to the fact that the businesses are not within the corporate limits of St. Peters, neither invoke preferential treatment as established by St. Peters City Code – 135.030 B.1 (e).

Familiarity & Past Performance

A-One Towing is an established towing service company that has been in business since 1999. Our records indicate they have been the City contract towing service provider since 2004. Our Police Officers and supervisory staff have expressed their satisfaction with the quality of the emergency roadside services and police towing capabilities provided by A-One Towing. Their past performance has proven safe, and timely. They have a good understanding of agency procedures, which provides for efficient operation. The capabilities of the company have consistently met the needs of this agency. We have received very few complaints from motorists regarding the services of this provider. On more than one occasion the company has provided services not specifically mentioned in prior RFPs which have been beneficial to the Police Department and to the City. An example of this type of occurrence is the placing of a tow service vehicle on stand-by status or staging a tow vehicle in the event their services might be needed.

Summary

Based on the responses from the companies, the Bid/Quote Tabulation Sheet and the Schedule of Prices submitted, A-One is the lowest bidder for the City towing services contract. None of the applicant companies are a licensed business located within the corporate limits of the City of St. Peters and therefore are not subject to preference based on existing City Code (Section 135.030). A-One is an AAA towing services provider. Their BBB rating is based upon their failure to respond to the BBB regarding a single customer complaint that was filed in December of 2016. A separate online review platform rate them slightly higher than Cardinal Towing. Our Agency has been satisfied with A-One's service. For these reasons, I recommend the selection of A-One Towing to provide City contract towing and storage services.

Respectfully,

Chief Rick Struttmann

Richard S. Struttmann

Chief of Police

RFP 19-172 - Towing Services
 RFP Opening 2:00 PM - August 13, 2019
 All RFP's are subject to correction after they have been completely reviewed

 City of St. Peters Missouri Purchasing Department	 St. Paul & Co's Press Company 2199 N. Hwy 94 S. St. Charles, MO 63303 Phone: 636-946-4700 Fax: 636-946-4700 Email: info@stpetersmo.org	A-One Towing 220 Spring Drive St. Charles, MO 63033 636-946-2470 bentley.gary1@gmail.com	Cardinal Towing 3991 Elm Point St. Charles, MO 63301 636-947-3184 rachel@aatowingservices.com	D&L Towing, Inc. 2103 Old Hwy 94 S. St. Charles, MO 63303 636-946-4700 john@dl towing.com

Police Authorized Tows													
Item	Description	Quantity	Unit	Unit Cost	Cost	Quantity	Unit	Unit Cost	Cost	Quantity	Unit	Unit Cost	Cost
1	Light Duty	450	EA	\$25.00	\$11,250.00	450	EA	\$23.00	\$10,350.00	450	EA	\$75.00	\$33,750.00
2	Medium Duty	37.5	HR	\$150.00	\$5,625.00	15	EA	\$63.00	\$945.00	15	EA	\$150.00	\$2,250.00
3	Heavy Duty	7.5	HR	\$250.00	\$1,875.00	3	EA	\$175.00	\$525.00	3	EA	\$300.00	\$900.00
4	Motorcycles and ATV's	15	EA	\$25.00	\$375.00	15	EA	\$23.00	\$345.00	15	EA	\$100.00	\$1,500.00
Police Authorized Tows - Towing rate per mile													
5	Light Duty	450	MI	\$0.00	\$0.00	450	MI	\$3.00	\$1,350.00	450	MI	\$2.50	\$1,125.00
6	Medium Duty	15	MI	\$0.00	\$0.00	15	MI	\$4.00	\$60.00	15	MI	\$5.00	\$75.00
7	Heavy Duty	1	MI	\$0.00	\$0.00	1	MI	\$15.00	\$15.00	1	MI	\$10.00	\$10.00
8	Motorcycles and ATV's	15	MI	\$0.00	\$0.00	15	MI	\$3.00	\$45.00	15	MI	\$2.50	\$37.50
Police Authorized Tows - Impoundment per day													
9	Light Duty	405	EA	\$20.00	\$8,100.00	360	EA	\$30.00	\$10,800.00	450	EA	\$35.00	\$15,750.00
10	Medium Duty	15	EA	\$20.00	\$300.00	15	EA	\$30.00	\$450.00	15	EA	\$55.00	\$825.00
11	Heavy Duty	3	EA	\$50.00	\$150.00	3	EA	\$75.00	\$225.00	3	EA	\$75.00	\$225.00
12	Motorcycles and ATV's	15	EA	\$20.00	\$300.00	15	EA	\$30.00	\$450.00	15	EA	\$35.00	\$525.00
Police Authorized Tows - Special Services													
13	Roadway Debris Removal – per truck per hour on scene (minimum 1-hour charge)	1	HR	\$20.00	\$20.00	1	HR	\$60.00	\$60.00	1	HR	\$50.00	\$50.00
14	Roadway Clearing of trees or large items including winching if needed – per truck per hour on scene (minimum 1-hour charge)	1	HR	\$50.00	\$50.00	1	HR	\$100.00	\$100.00	1	HR	\$25.00	\$25.00
15	Dolly or Float – per axle	5	EA	\$0.00	\$0.00	5	EA	\$50.00	\$250.00	5	EA	\$25.00	\$125.00
16	Winching/Extraction/Rollovers	50	EA	\$50.00	\$2,500.00	50	EA	\$75.00	\$3,750.00	50	EA	\$50.00	\$2,500.00
17	Driveshaft Removal for Towing	25	EA	\$0.00	\$0.00	25	EA	\$20.00	\$500.00	25	EA	\$0.00	\$0.00
18	Dolly or Float – per axle	2	EA	\$0.00	\$0.00	2	EA	\$100.00	\$200.00	2	EA	\$50.00	\$100.00
19	Winching/Extraction/Rollovers	1	EA	\$250.00	\$250.00	1	EA	\$225.00	\$225.00	1	EA	\$100.00	\$100.00
20	Driveshaft Removal for Towing	18	EA	\$0.00	\$0.00	18	EA	\$25.00	\$450.00	18	EA	\$50.00	\$900.00
Weighted Cost City Authorized Tows													
21	Light Duty	30	EA	\$0.00	\$0.00	30	EA	\$0.00	\$0.00	30	EA	\$0.00	\$0.00
22	Medium Duty	15	EA	\$0.00	\$0.00	15	EA	\$0.00	\$0.00	15	EA	\$0.00	\$0.00
23	Heavy Duty	15	EA	\$0.00	\$0.00	15	EA	\$0.00	\$0.00	15	EA	\$0.00	\$0.00
24	Motorcycles and ATV's	2	EA	\$0.00	\$0.00	2	EA	\$0.00	\$0.00	2	EA	\$0.00	\$0.00
City Authorized Tows - Towing rate per mile													
25	Light Duty	100	MI	\$0.00	\$0.00	100	MI	\$0.00	\$0.00	100	MI	\$0.00	\$0.00
26	Medium Duty	100	MI	\$0.00	\$0.00	100	MI	\$0.00	\$0.00	100	MI	\$0.00	\$0.00
27	Heavy Duty	600	MI	\$0.00	\$0.00	600	MI	\$0.00	\$0.00	600	MI	\$0.00	\$0.00
28	Motorcycles and ATV's	10	MI	\$0.00	\$0.00	10	MI	\$0.00	\$0.00	10	MI	\$0.00	\$0.00
City Authorized Tows - Special Services													
29	Service Call – Gain Entry to a Locked Vehicle	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00
30	Service Call – Jump Start Vehicle or Change Tire	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00
31	Roadway Debris Removal per truck per hour on scene (minimum 1-hour charge)	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00
32	Roadway Clearing of trees or large items including winching if needed – per truck per hour on scene (minimum 1-hour charge)	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00
City Authorized Tows - 10,000lbs and under													
33	Dolly or Float – per axle	2	EA	\$0.00	\$0.00	2	EA	\$0.00	\$0.00	2	EA	\$0.00	\$0.00
34	Winching/Extraction/Rollovers	5	EA	\$0.00	\$0.00	5	EA	\$0.00	\$0.00	5	EA	\$0.00	\$0.00
35	Driveshaft Removal for Towing	25	EA	\$0.00	\$0.00	25	EA	\$0.00	\$0.00	25	EA	\$0.00	\$0.00
City Authorized Tows - 10,000lbs and over													
36	Dolly or Float – per axle	2	EA	\$0.00	\$0.00	2	EA	\$0.00	\$0.00	2	EA	\$0.00	\$0.00
37	Winching/Extraction/Rollovers	2	EA	\$0.00	\$0.00	2	EA	\$0.00	\$0.00	2	EA	\$0.00	\$0.00
38	Driveshaft Removal for Towing	30	EA	\$0.00	\$0.00	30	EA	\$0.00	\$0.00	30	EA	\$0.00	\$0.00
City Festival/City Events													
39	Charge for Winching/Extraction	1	EA	\$0.00	\$0.00	1	EA	\$0.00	\$0.00	1	EA	\$75.00	\$75.00
40	Hourly Stand By Fee	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00
41	Gain Entry to a Locked Vehicle while on Stand By	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00	1	HR	\$75.00	\$75.00
42	Jump Start Vehicle or Change Tire while on Stand By	1	HR	\$0.00	\$0.00	1	HR	\$0.00	\$0.00	1	HR	\$75.00	\$75.00
Total (Items 1-42)				\$30,795.00				\$31,095.00				\$60,997.50	

Sheet 2	Cardinal Towing		A-1		D & L	
	Auto	Truck	Auto	Truck	Auto	Truck
Towing	\$250 per 1/2 hour	450 per 1/2 hour	\$150.00	\$500.00	\$500	\$2,000
Mileage	\$15	\$25.00	\$5.00	NA	\$10	\$25
Winching Use	\$175.00 per 1/2 hour	\$350 per 1/2 hour	\$65 per 1/2 hour	\$500 per hour	\$150	\$250
Dollying Use	\$75 per 1/2 hour	\$350 per 1/2 hour	\$65.00	NA	\$75	*
Add'l Labor Charge	\$175 per 1/2 hour	\$400 per 1/2 hour	\$100 per 1/2 hour	\$500 per hour	\$150	\$250
Emergency Tow	\$350 per 1/2 hour	\$650 per 1/2 hour	\$150	\$500 per hour	*	*
Vehicle Entry Fee	\$75	\$100	\$150	\$150	*	*
Police Ordered Tow	\$350 per 1/2 hour	\$650 per 1/2 hour	\$150	\$500 per hour	*	*
Storage/day	\$85	\$165	50 per 24hr	150 per 24hr	*	*
Other	\$175 per 1/4 hour	\$400.00 per 1/4 hour	*	*	Fuel \$25	Fuel \$25
Minimum charge	\$125		None		*	
Processing Fee	\$50					
Fuel Surcharge	\$20 or 10% whichever is greater					
Special Equipment	\$40.00 per 1/2 hour					
Gate Fee	\$65					

* - No information provided

D&L Towing invoice submitted by bidder to fulfill bid request for St. Charles County schedule of tow prices.

A-1 clarified that they do not have a minimum charge.

Cardinal Towing - Additional fees, listed above, may apply if certain criteria are met.

RBA FORM (OFFICE USE)
MEETING DATE: 10-10-19
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 (X)

Brief Description: Draft Resolution in Support of Participation in the Regional
2020-2025 Updated Hazard Mitigation Plan

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

Summary/Explanation:

This is a request for BOA action on a Resolution of support to the Updated 2020-2025 St. Louis Regional Hazard Mitigation Plan prepared by the East-West Gateway Council of Governments.

The plan was first authorized by Congress and required by FEMA in 2004 and must be updated every five (5) years. The final draft of the Plan for the Missouri portion of the EWG Region can be viewed at www.ewgateway.org/community-planning/hazard-mitigation/draft-2020-2025-stl-reg-hazmit-plan/. FEMA requires local governments and school districts to adopt the updated plan by resolution of the governing body every five years. By adoption of the plan, this allows local governments eligibility to apply for federal or state Grant funds for pre-disaster hazard mitigation during the 2020-2025 time period. EWG cannot submit the Plan for final approval until at least 10 percent of the cities and school districts adopt the new Plan.

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

RBA requested by: Lt. Tim Hickey, SPPD/OEM CA: Russell W. Batzel

Lt. Tim Hickey

Russell W. Batzel

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ST. PETERS ADOPTING THE ST. LOUIS REGIONAL HAZARD MITIGATION PLAN 2020-2025 (UPDATED 2019)

WHEREAS, the City of St. Peters, Missouri, recognizes the threat that natural hazards pose to people and property within the region; and

WHEREAS, the City of St. Peters, Missouri, has participated in the preparation of a multi-hazard mitigation plan, hereby known as the *St. Louis Regional Hazard Mitigation Plan 2020-2025* (hereafter referred to as the *Plan*) in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the *Plan* identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of St. Peters, Missouri, from the impacts of future hazards and disasters; and

WHEREAS, the City of St. Peters, Missouri, recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards; the City of St. Peters, Missouri, will endeavor to integrate the *Plan* into the comprehensive planning process; and

WHEREAS adoption by the City of St. Peters, Missouri, demonstrates their commitment to hazard mitigation and achieving the goals outlined in the *Plan*.

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

SECTION NO. 1: The City of St. Peters will use its best efforts to become a disaster-resistant community by supporting and participating in The St. Louis Regional Hazard Mitigation Plan and hazard identification and risk assessment to implement mitigation practices that can reduce vulnerability for citizens and property; and hereby adopts the final FEMA-approved plan.

Read and adopted this _____ day of _____, 2019

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

RBA FORM (OFFICE USE)

MEETING DATE: October 10, 2019

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: Proposed ordinance authorizing the City Administrator to enter into a First Amendment Agreement with St. Charles County for the Spencer Road Reconstruction Project.

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

Summary/Explanation: The City of St. Peters was awarded St. Charles County Road Board funds for 80% of the total estimated cost of the Spencer Road Reconstruction project. The project will remove, replace and upgrade Spencer Road, from Willott Road to Thoele Road/Springwood Drive, to provide more durable pavement, control vehicle speeds and improve pedestrian safety. A St. Charles County funding agreement was executed in 2018.

In 2019, the Spencer Road Reconstruction project was also awarded 80% federal reimbursement funding for construction only.

To account for the federal funds now allocated to the project, St. Charles County has requested the Road Board funding agreement be amended to reduce the St. Charles County Road Board funding from \$1,334,164 to \$434,128. Amending this agreement will allow the currently obligated Road Board funds to be reallocated to other St. Charles County Road Board approved projects.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Execution of this amendment will reduce the maximum St. Charles County Road Board reimbursement for the Spencer Road Reconstruction project from \$1,334,164 to \$434,128. Based on the current project estimate and accounting for recently awarded federal construction funds, the total cost of the project will be allocated as follows:

Federal (72%):	\$1,215,308	(80% construction only)
County (22%):	\$363,918	(80% of all phases, less federal funding)
City (6%):	\$90,980	
Total:	\$1,670,206	

RBA requested by: Burt Benesek, Manager/TDS

C.A. Russell W. Batzel



FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF SAINT PETERS TO AMEND THEIR CONTRACT FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR RECONSTRUCTION AND IMPROVEMENT OF SPENCER ROAD

This First Amendment to the Agreement by and between ST. CHARLES COUNTY, MISSOURI (hereinafter "County") and the CITY OF SAINT PETERS (hereinafter "Municipality"), pursuant to Section 70.220 R.S.Mo., hereby amends the Agreement by and between the County and Municipality for use of St. Charles County Transportation Sales Tax Funds to reconstruct and install safety improvements to Spencer Road, executed on February 4, 2019.

Whereas, the Municipality and County have executed a cost share agreement authorized by County Ordinance No. 18-110 that outlines a funding partnership for the construction of the above-referenced road improvement project; and

Whereas, except as set forth below by the amendments herein, the terms, conditions and project scope shall remain the same as set out in the above-referenced original, executed Agreement.

NOW THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. The parties therefore amend SECTION ONE of the above-referenced Agreement as specified below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

The County Executive has been authorized by Ordinance 18-110 to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed [~~\$1,336,164~~] **\$434,128** ("County Contribution Amount").

Section 2. The parties therefore amend SECTION TWO of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Willott Road to Thoele Road / Springwood Drive. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as [~~\$1,670,206~~] **\$1,750,000**.

~~[The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.]~~

The Municipality will be reimbursed from federal funds for 80% of actual construction costs, up to a maximum of \$1,207,340. All other costs, including engineering and right-of-way will be shared by the Municipality and County based on the cost share outlined in the Municipality's application. As outlined in the application, the County will reimburse the Municipality for 80% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

Section 3. The parties therefore amend SECTION TEN of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

~~[Municipality agrees to apply for federal funds from the East-West Gateway Council of Governments ("EWGCOG"). Municipality shall submit a copy of its proposed application to the County Roads and Traffic Manager for review and concurrence before filing such application.]~~

~~Should federal funds not be received, Municipality shall discuss its project application with EWGCOG and resubmit a revised application. This process shall be repeated until federal funds are received or final design plans have been approved by the County Roads and Traffic Manager.~~

~~Costs for the Project will be reapportioned between the parties should federal funds or funds from any other source be secured for the Project as outlined below.~~

~~(A) The County and Municipality will share federal funds and funds from any other sources based on the cost share percentages provided in Section Two.~~

~~(B) The County Contribution Amount will be reduced by the County's share of additional funds secured.~~

~~(C) The County will reimburse the Municipality in an amount of the cost share percentage provided in Section Two of the remainder of eligible project costs after federal funds and funds from any other source have been deducted from reimbursement requests prepared by the Municipality in accordance with Section Fourteen, up to the limit of the County Contribution Amount.]~~

Municipality acknowledges that it has been approved to receive federal funds for this project and, therefore, the standard conditions of this section do not apply.

Section 4. The parties therefore amend SECTION TWELVE of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

~~[Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2022. The County may deduct One Thousand Two Hundred Twenty Five Dollars (\$1,225.00) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2018.]~~

Timely completion is an essential element of this contract; however, the standard liquidated damages provision shall not apply since federal funds have been secured. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2019

Executed by the Municipality this _____ day of _____, 2019

CITY OF SAINT PETERS, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____ By _____

Title _____ Title _____

ATTEST:

ATTEST:

By _____ By _____

Title _____ County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

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

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

RBA FORM (OFFICE USE)

MEETING DATE: October 10, 2019

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 (X)

Brief Description:

Resolution to update to the Parks, Recreation and Arts Advisory Board By-laws.

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

Summary/Explanation:

Please refer to the attached memo dated October 2, 2019.

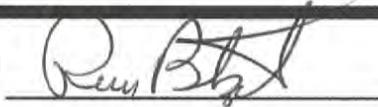
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

N/A

RBA requested by:



CA:





CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: RUSS BATZEL, CITY ADMINISTRATOR
FROM: JEFF HUTSLER, MANAGER, PARKS & GOLF SERVICES
SUBJECT: PARKS, RECREATION AND ARTS ADVISORY BOARD BY-LAWS
DATE: OCTOBER 2, 2019
CC: RICK OLOTEO, MANAGER, RECREATION & CULTURAL SERVICES

Russ,

The Mayor requested the by-laws for the Parks, Recreation and Arts Advisory Board be updated to add 'arts' to the Purpose statement.

The Advisory Board approved the update to the by-laws at their meeting on September 17, 2019.

As stated in the by-laws, the update must now be approved by the Board of Aldermen in the form of a resolution.

A draft of the by-laws showing the changes is attached.

DRAFT

ADVISORY BOARD OR COMMITTEE BY-LAWS

Article I – NAME

The name of this Board/Committee shall be the City of St. Peters Parks, Recreation and Arts Advisory Board.

Article II – PURPOSE

The purposes of the above-named advisory committee shall be to:

1. Work to provide quality leisure services inclusive and accessible to the community-at-large.
2. Encourage the continual development of youth-oriented programs by offering high quality recreational and arts activities.
3. To monitor maintenance of all City recreational and arts facilities, within limits of budgetary considerations, to a high level of repair and in a condition safe for all users.
4. To recommend development of and improvements to City recreational and arts facilities within the limits of budgetary considerations.
5. To monitor staffing of City operated parks, recreation and arts activities by qualified professional personnel in order to provide a positive atmosphere and experience for each user of parks and recreation facilities.
6. To report to and advise the Board of Aldermen.

Article III – MEMBERSHIP

Section 1. Membership:

1. The Advisory Committee shall consist of eleven (11) members. Two (2) from each ward and three (3) members selected at-large from the City. In addition, two (2) youth representative at-large may serve on the Advisory Committee.
2. Members of the Advisory Committee shall receive no compensation for their services as Advisory Committee members.

RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION NO. 1546 OF THE CITY OF ST. PETERS, MISSOURI, WHICH AMENDED RESOLUTION NO. 1458, WHICH AMENDED RESOLUTION NO. 1405, WHICH AMENDED RESOLUTION NO. 1194, WHICH AMENDED RESOLUTION NO. 1086, BY DELETING THE MISSION OF THE PARKS AND RECREATION ADVISORY BOARD STATEMENT IN ITS ENTIRETY AND ADDING, IN LIEU THEREOF, THE PURPOSE OF THE PARKS, RECREATION AND ARTS ADVISORY BOARD

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

SECTION NO. 1: That Resolution No. 1546, which amended Resolution No. 1458, which amended Resolution No. 1405, which amended Resolution No. 1194, which amended Resolution No. 1086, be and is hereby amended by deleting the following in its entirety:

- I. Work to provide quality leisure services inclusive and accessible to the community-at-large.
- II. Encourage the continual development of youth-oriented programs and recreational activities.
- III. To monitor maintenance of all City recreational facilities, within limits of budgetary considerations, to a high level of repair and in a condition safe for all users.
- IV. To recommend development of and improvements to City recreational facilities within the limits of budgetary considerations.
- V. To monitor staffing of City operated activities by qualified professional personnel in order to provide a positive atmosphere and experience to each user of parks and recreation facilities.

And adding, in lieu thereof, the following PURPOSE of the Parks, Recreation and Arts Advisory Board:

The purposes of the above-named advisory committee shall be to:

1. Work to provide quality leisure services inclusive and accessible to the community-at-large.
2. Encourage the continual development of youth-oriented programs by offering high quality recreational and arts activities.
3. To monitor maintenance of all City recreational and arts facilities, within limits of budgetary considerations, to a high level of repair and in a condition save for all users.
4. To recommend development of and improvements to City recreational and arts facilities within the limits of budgetary considerations.
5. To monitor staffing of City operated parks, recreation and arts activities by qualified

No.

- professional personnel in order to provide a positive atmosphere and experience for each user.
6. To report to and advise the Board of Aldermen.

SECTION NO. 2. This Resolution shall take effect upon its adoption by the Board of Aldermen of the City of St. Peters, Missouri.

Read and adopted this 24th day of October, 2019.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

RBA FORM (OFFICE USE)

MEETING DATE: **October 10, 2019**

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

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

Brief Description: Intergovernmental Agreements with Central County Fire & Rescue and St. Charles County Ambulance District for Medline Industries Chapter 100 tax abatement.

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

Summary/Explanation:

Central County Fire & Rescue and the St. Charles County Ambulance District have passed resolutions to enter into agreements with the City of St. Peters to support up to a 50 % tax abatement from their respective Districts for the Medline Industries project.

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

None

RBA requested by:



Russ Batzel

CA:



Russell W. Batzel

RESOLUTION # 19-147

**A RESOLUTION OF CENTRAL COUNTY FIRE & RESCUE,
A FIRE PROTECTION DISTRICT OF ST. CHARLES COUNTY, MISSOURI,**

AUTHORIZING AN AGREEMENT WITH THE CITY OF ST. PETERS, MISSOURI.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CENTRAL COUNTY FIRE & RESCUE, A FIRE PROTECTION DISTRICT OF ST. CHARLES COUNTY, MISSOURI AS FOLLOWS:

- Section 1.** The Project Agreement (Medline Industries, Inc.) between Central County Fire & Rescue, a Fire Protection District of St. Charles County, Missouri, a fire protection district and political subdivision of the State of Missouri duly organized pursuant to Missouri Revised Statutes §321.010 (2000), as amended (the "District") and the City of St. Peters, Missouri, a fourth class city and political subdivision of the State of Missouri (the "City") is hereby approved in substantially the form attached hereto as **Exhibit A**, and the Fire Chief is hereby authorized to execute said Project Agreement with such changes and additions thereto as he shall deem necessary or appropriate.
- Section 2.** The Fire Chief and other officers and representatives of the District are hereby authorized and directed to take such other action as may be necessary or convenient to carry out the purposes of this Resolution.
- Section 3.** This Resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed by the Board of Directors of the District this 24 day of September, 2019.

[SEAL]

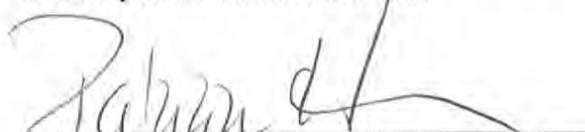


Chairman of the Board of Directors

ATTEST:



Secretary of the Board of Directors



Board Member

EXHIBIT A

**PROJECT AGREEMENT
(MEDLINE INDUSTRIES, INC.)**

**PROJECT AGREEMENT
(MEDLINE INDUSTRIES, INC.)**

This Project Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2019, by and between Central County Fire & Rescue, a Fire Protection District of St. Charles County, Missouri (the "District"), a fire protection district and political subdivision of the State of Missouri duly organized pursuant to Missouri Revised Statutes §321.010 (2000), as amended, and the City of St. Peters, Missouri (the "City"), a fourth class city and political subdivision of the State of Missouri.

RECITALS

1. The City proposes to issue its Taxable Industrial Revenue Bonds in the maximum principal amount of \$42,500,000 (the "Bonds") pursuant to Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (the "Act") to finance a project for industrial development for Medline Industries, Inc., an Illinois corporation (the "Company"), consisting of the construction of an approximately 800,000 square foot distribution center in the City (the "Project"), as further described in the draft of the Plan for an Industrial Development Project (the "Plan") to be provided to the District.

2. The District hereby agrees to set the reimbursement rate with respect to the Project as provided below.

3. The District acknowledges that the Company is relying on this Agreement to undertake the Project.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District do hereby agree as follows:

1. The District hereby, in accordance with Section 100.050 of the Act, sets the annual reimbursement rate for the Project in an amount equal to the payments in lieu of taxes to be made by the Company pursuant to a Performance Agreement between the City and the Company to be executed in connection with the issuance of the Bonds. The City represents that the payments in lieu of taxes will be determined each year based on the number of "Quality Jobs" (as defined below) employed by the Company, whereby the Company will receive 1% of real property tax abatement for every 2 Quality Jobs, but in no event will the tax abatement exceed 50%.

"Quality Jobs" means full-time equivalent positions with the Company, (1) the duties of which positions shall be performed at the Project site, (2) who shall be scheduled to work an average of at least 35 hours per week, (3) who shall be offered health insurance whereby the Company pays at least 50% of the insurance premiums, and (4) have an average total paid wage of no less than \$12.50/hour, calculated as the total of base pay (excluding bonuses, commissions and overtime) divided by 2,080 hours per year.

Example: If the Company has 60 Quality Jobs in a given year, the Company must make payments in lieu of taxes for that year equal to 70% of the ad valorem real property taxes that would have been otherwise payable on the Project but for the City's ownership thereof, and the District's reimbursement rate for that year would be 70%. If the Company has 150 Quality Jobs in a given year, the Company must make payments in lieu of taxes for that year equal to 50% of the ad valorem real property taxes that would have been otherwise payable on the Project but for the City's ownership thereof, and the District's reimbursement rate for that year would be 50%.

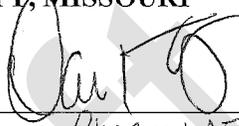
2. This Agreement will terminate upon the termination of the Lease Agreement between the City and the Company entered into in connection with the issuance of the Bonds.

3. This Agreement may not be assigned by the Company to any other entity without the consent of the District.

4. This Agreement applies only to this particular Project and not to any other projects that the Company may undertake in the City.

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

CENTRAL COUNTY FIRE & RESCUE, A FIRE PROTECTION DISTRICT OF ST. CHARLES COUNTY, MISSOURI

By: 
Title: CHAIRMAN OF THE BOARD

CITY OF ST. PETERS, MISSOURI

By: _____
Title: Mayor

RBA FORM (OFFICE USE)

MEETING DATE: October 10, 2019

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:

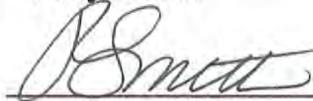
The destruction of records schedule is set by the Secretary of State, which states the following: the disposition of records should be recorded in a document such as the minutes of the Board of Aldermen or other legally constituted authority that has permanent record status. The record should include 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.

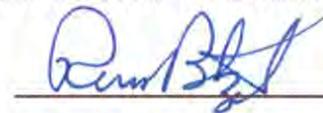
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Patty Smith



C.A. Russell W. Batzel





City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Department Name: Recreation & Cultural Services		Total # of Boxes: 1
Department Records Coordinator: Shane Kelly		
Date: 09/19/19	Office Address: P.O. Box 9, 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>Shane Kelly</i>	Date: 9/19/19	Date of Records Destruction: 09/27/19
Group Manager: <i>[Signature]</i>	Date: 9/19/19	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>[Signature]</i>	Date: 9/23/19

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
12N	GS065 GS050	2013 Art Exhibition Registration Forms & Gallery Request Forms 2013 Completed/Closed St. Peters Cultural Arts Centre Permits 2013 Art Camp Registration Forms, A - Z & Art Camp Attendance S	2013	2-3 YEARS	P
12N	GS076	2013 City Centre Dance Ticket Sales logs for Dean Christopher 2013 Cultural Arts Centre Event "Portrait of my People" ticket sale log 2013 "Dean Christopher Show" ticket sale logs & City Centre Dance ticket sales log	2013	N/A	P