



**TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION MEETING
City of St. Peters Justice Center
1020 Grand Teton Drive, St. Peters, MO 63376
August 24, 2023 at 4:00 p.m.**

A. Legislative Update by Representatives Phil Christofanelli and Wendy Hausman in Aldermanic Conference Room, 4:00-5:00 p.m.

B. Communications from Board Members/Aldermanic Representatives

C. Board of Aldermen Items for Discussion

Unfinished Business Items:

1. Update on Safety Concerns of Panhandlers with Children and Street Intersections (continued from 6-22-23) – Bateman

New Business Items: None

D. Mayor/City Administrator Items

Unfinished Business Items: None

New Business Items:

1. [Resolution / Video Service Provider Franchise Discussion](#) – Mayor
2. [2023 Community Development Block Grant \(CDBG\) Subrecipient Agreement with St. Charles County](#) – Benesek
3. [CDBG Home Improvement Loan Policy Revision Recommendations](#) – Benesek
4. [Contract Change Order/MO 370 Interchange Ramp at Salt River Road, Phase 1 project](#) – Benesek
5. [Resolution / Establishing City Bank Accounts and Designating Authorized Signatories](#) – Pratt
6. Miscellaneous Updates – Malach
 - Utility Billing Mailing Cost Reduction Research – Pratt / Harms
7. Board Meeting Agenda Item Revisions – Malach

E. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

F. Adjournment

Agenda Posted at City Hall: August 21, 2023

By: P. Smith, City Clerk

Next Work Session: September 14, 2023

Meeting available for viewing at www.sptvnow.net

RBA FORM (OFFICE USE)

MEETING DATE: August 24, 2023

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Mayor**

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

Brief Description: Discussion regarding video service providers be regulated through the Missouri Public Service Commission

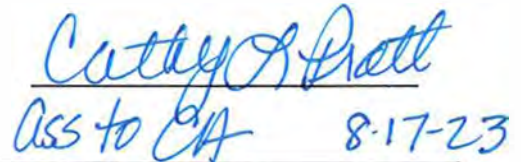
Staff: Recommended () Not recommended () No Position ()

Summary/Explanation: With the passing of Missouri legislation dwindling the franchise fee for video service providers and multiple concerns from residents regarding video service providers lack of customer service, the City of St. Peters is recommending video service providers be regulated through the Missouri Public Service Commission.

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

RBA requested by: Mayor Len Pagano

CA: William J. Malach



Ass to CA 8-17-23

RESOLUTION NO.

THIS RESOLUTION CALLS ON THE STATE OF MISSOURI TO CONSIDER THE REGULATION OF VIDEO SERVICE PROVIDERS THROUGH THE MISSOURI PUBLIC SERVICE COMMISSION

WHEREAS, Beginning August 28, 2023, franchise entities were prohibited from collecting a video service provider fee in excess of 4.5% percent of such gross revenues. Each year, the percentage will be lowered to a minimum of 2.5% franchise fee as of 2027, (RSMO 67.2689); and

WHEREAS, With the passing of Missouri legislation dwindling the franchise fee for video service providers, the responsibility for maintenance of right of way will fall to communities, which then places the burden of cost for maintenance on the taxpayer; and

WHEREAS, Video service providers have raised the cost of watching television to the point that it is no longer affordable to many residents; and

WHEREAS, the City of St. Peters has received numerous concerns regarding poor customer service, lack of person-to-person contact and issues regarding cable performance; and

WHEREAS, the City of St. Peters is suggesting video service providers be placed under the category of other utility services such as electric, natural gas, steam, water and sewer, allowing it to be regulated by the Missouri Public Service Commission.

WHEREAS, at this time, the Missouri Public Service Commission has limited jurisdiction over video service providers in the state and telecommunications is regulated by the Federal Communications Commission (FCC).

WHEREAS, the mission statement of the Missouri Public Service Commission is to ensure that Missourians receive safe and reliable utility services at just, reasonable and affordable rates; support economic development through either traditional rate of return regulation or competition, as required by law; establish standards so that competition will maintain or improve the quality of services provided to Missourians; provide the public the information they need to make educated utility choices; provide an efficient regulatory process that is responsive to all parties, and perform their duties ethically and professionally.

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

Section No. 1: That the City of St. Peters is calling on the State of Missouri to include video service providers as utility services and be regulated by the Missouri Public Service Commission.

Section No. 2: That a copy of this Resolution be forwarded to the Missouri Municipal League, the St. Charles County Municipal League, and Missouri State Senators Bill Eigel, Nick Schroer and Travis Fitzwater.

Read and adopted this ____ day of _____, 2023.

Len Pagano, As Presiding Officer and as Mayor

ATTEST:

Patricia E. Smith, City Clerk

DRAFT

RBA FORM (OFFICE USE)

MEETING DATE: August 24, 2023

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: An ordinance authorizing the City Administrator to execute a subrecipient agreement with St. Charles County to receive 2023 Community Development Block Grant Urban funding.

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

Summary/Explanation: On July 28, 2022, the City of St. Peters executed a cooperation agreement with St. Charles County and City of St. Charles to renew the St. Charles Urban County unit that is eligible to receive and utilize federal Community Development Block Grant (CDBG) funding. Said CDBG funds are to be used to provide programs that assist the elderly, low income persons and persons with disabilities.

Based on said cooperation agreement and CDBG guidelines, the City of St. Peters provides annual CDBG funding for a qualifying Meals on Wheels program and administers annual transportation assistance, home rehabilitation assistance and lawn mowing assistance CDBG programs for qualifying St. Peters residents. In order to receive CDBG reimbursement, execution of an annual subrecipient agreement is required.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Execution of this agreement will allow the City of St. Peters to be eligible to receive reimbursement from St. Charles County, up \$250,005.00, for the following CDBG programs:

Home Rehabilitation:	\$202,505
Meals on Wheels Contribution:	\$10,000
Transportation Assistance:	\$30,000
Lawn Maintenance Assistance:	\$6,500
Program Administration:	\$1,000

RBA requested by: Burt Benesek, Manager/TDS CA: William J. Malach


 8-15-23

EXHIBIT A

SUBRECIPIENT AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF ST PETERS FOR CONDUCTING CITY CDBG PROGRAMS WITH 2023 FEDERAL FUNDING

THIS AGREEMENT, entered this ____ day of _____, 2023 by and between St. Charles County, Missouri (herein called the “Grantee”) and The City of St. Peters, Missouri (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee and Subrecipient have entered into a Cooperation Agreement for joint participation in the Community Development Block Grant Program, as executed by the parties on July 28, 2022, (herein called the “Joint Agreement”); and

WHEREAS, the Grantee shall make available to the Subrecipient an allocated amount of CDBG funds per their Joint Agreement; and

WHEREAS, the Grantee and Subrecipient desire to establish responsibilities and obligations in Subrecipients utilization of such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF PROJECTS

A. Activities

Subject to Section IV.C of the Joint Agreement identified above, the Subrecipient will be responsible for administering several 2023 Community Development Block Grant (CDBG) programs in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 St. Peters Transportation Program

Provides trips to medical, shopping and essential services for qualifying St. Peters residents eligible based on age, disability or income who may lack access to a vehicle or are unable to drive. The major tasks that the Subrecipient will perform in connection with the provision of the eligible transportation program include, but are not limited to, the following:

- 1) **Outreach:** Conduct outreach to promote program with goal of providing 250 units of transportation services for St. Peters residents.

- 2) **Intake/assessment of eligibility:** Accept applications and perform eligibility determinations.
- 3) **Program Administration:** Contract with a transportation provider per HUD procurement standards.
- 4) **Maintenance of case files and other records:** The Subrecipient will maintain program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

Activity #2 Home Improvement Program: the Subrecipient will provide home improvement loans and grants to qualifying St. Peters residents eligible based on income.

The major tasks that the Subrecipient will perform in connection with the Home Improvement Program include, but are not limited to, the following:

- 1) **Refinement of plans, procedures and forms:** the Subrecipient will establish the program design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.
- 2) **Outreach:** the Subrecipient will promote the program to attract enough eligible applicants from the City of St. Peters to participate in the program to meet the CDBG Year 2023 housing rehabilitation goal of 27 completed units.
- 3) **Intake/assessment of eligibility:** the Subrecipient will assist residents of St. Peters by answering questions that may arise regarding the Home Improvement Program or application prior to the submission deadline. The Subrecipient will make provision for translation services to meet the needs of non-English-speaking applicants should they be requested.

Initial eligibility determination of households will be made by the Subrecipient on the basis of satisfaction of income according to the most current income limits established by HUD.

- 4) **Contractors: the Subrecipient** will assist applicants with contractor approval for eligible rehabilitation projects.
- 5) **Final Inspection:** Subrecipient will provide final inspections for approved projects prior to final payment.
- 6) **Approval of contractor payments:** Subrecipient will ensure proper payments are made according to terms of approved bids.
- 7) **Maintenance of case files and other records:** The Subrecipient will maintain program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

Activity #3 Community Services: Provides lawn mowing assistance to St. Peters residents accepted based on age and income or disability and income.

1) Outreach: the Subrecipient will promote the Community Services program to ensure that enough eligible applicants from the City of St. Peters participate in the program to meet the CDBG Year 2023 goal of assisting 13 eligible households.

2) Intake/assessment of eligibility: the Subrecipient will assist residents of St. Peters by answering questions that may arise regarding the Community Services program or application prior to the submission deadline.

3) Communication: the city will act as a liaison between the participant and contracted business providing the lawn mowing service.

4) Maintenance of case files and other records: The Subrecipient will maintain program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

Activity #4 Administration

Funding to cover administrative costs associated with Rehabilitation programs to include but not limited to salaries, recording fees, and postage.

Activity #5 Meals on Wheels: Provides meals to St. Peters residents accepted based on age.

1) Outreach: the Subrecipient will work with the contractor to ensure that enough eligible applicants from the City of St. Peters participate in the program to meet the CDBG Year 2023 goal of assisting 10 eligible persons.

2) Intake/assessment of eligibility: the Subrecipient will assist residents of St. Peters by answering questions that may arise regarding the Meals on Wheels program.

3) Communication: the City will act as a liaison between the participant and contracted business providing the meals on wheels service.

4) Maintenance of case files and other records: The Subrecipient will maintain program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

B. National Objectives

During the period covered by this agreement, not less than 70 percent of CDBG funds will be used for activities that benefit low- and moderate-income persons. In addition, each activity will meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and

immediate threat to the health or welfare of the community for which other funding is not available. Subrecipient will also provide documentation of National Objectives within Activity project files.

II. SCOPE OF SERVICES

A. General Administration

Subrecipient shall undertake and complete activities as set forth in this Agreement, including but not limited to qualifying eligible applicants based on completed applications and program guidelines, maintaining files, performing required environmental reviews, reviewing bids, & preparing check requests for all St. Peters programs and providing inspections for St. Peters Rehabilitation programs. Subrecipient shall monitor contractors who perform these duties on the Subrecipient participant's behalf to ensure compliance.

B. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity Units/Year

Activity #1 Subrecipient's goal is to provide 250 units of service for St. Peters residents under the Transportation Program utilizing CDBG funds.

Activity #2 Sub-recipient's goal is to assist 27 St. Peters households under the Home Improvement Program during FY23

Activity #3 Sub-recipient's goal is to assist 13 St. Peters residents under the Community Services Program during FY23

Activity #4 Administrative costs related to salaries, recording fees or any additional costs associated with administration of Subrecipient's rehabilitation programs.

Activity #5 Subrecipient's goal is to provide 10 senior residents of St. Peters with 25 meals each.

C. Staffing

Staff administering the CDBG programs will be persons employed by the Subrecipient or employed by a contractor of the Subrecipient for programs such as Community Services, and Transportation.

D. Performance Monitoring

The Grantee will directly monitor the performance of the Subrecipient against goals and performance standards as stated above as deemed necessary by the Grantee. Substandard

performance as determined by the Grantee or its designee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures may be initiated.

III. TIME OF PERFORMANCE

The term of this Agreement and the provisions herein shall be in effect for CDBG program Year 2023 and shall extend to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. If unexpended funding will impact the Grantee’s timeliness ratio, the Grantee can require the Subrecipient to transfer funds to another approved program in accordance with the Grantee’s Citizen Participation Plan.

IV. BUDGET

CDBG funds shall be used solely for the stated purposes set forth in this Agreement. The expenditures will be supported by bids, invoices, vouchers and other data as appropriate. If the CDBG funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, the amounts improperly expended or not expended shall be returned to the Grantee.

Project costs shall be paid in accordance with the budget allocations agreed upon by the Grantee and Subrecipient. All costs incurred will be documented within the project files. It is further acknowledged and agreed that transferring funding between projects will adhere to the guidelines established in the County’s Citizen Participation Plan.

Subrecipient will administer CDBG programs under the terms of this agreement based on the Subrecipient’s total share of two hundred thousand and zero/one hundreds dollar (\$250,005.00) of the Grantee’s FY23 total allocation per the Joint Agreement identified above.

Activity 1 (Transportation)

<u>Line Item</u>	<u>Amount:</u>
Salaries and Administration	\$_____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	up to \$30,000.00 – Contracted transportation services
Indirect Costs (Specify)	_____
TOTAL	\$_____

Activity 2 (Home Improvement)

<u>Line Item</u>	<u>Amount:</u>
Salaries and Administration	_____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$202,505.00 rehabilitation loans
Indirect Costs (Specify)	_____
 TOTAL	 \$ _____

Activity 3 (Lawn Maintenance)

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$6,500.00 lawn maintenance assistance
Indirect Costs (Specify)	_____

Activity 4 (Administration)

<u>Line Item</u>	<u>Amount:</u>
Salaries and Administration	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$1,000.00 rehab admin

Indirect Costs (Specify) _____

Activity 5 (Meals on Wheels)

<u>Line Item</u>	<u>Amount:</u>
Salaries and Administration	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$10,000.00 – Contracted Meals services
Indirect Costs (Specify)	_____
TOTAL	\$ 250,005.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

V. PAYMENT

It is expressly agreed and understood that Subrecipient’s total CDBG allocation will be paid by the Grantee under this Agreement as identified in the Joint Agreement.

The Subrecipient will advance fund its programs outlined in Section IV of this Agreement. The Subrecipient will monitor funds, prepare check requests and track expenditures on behalf of CDBG program participants and programs.

Draw-downs for the reimbursement of eligible expenses shall be made against the line item budgets specified in Section IV herein and in accordance with performance as entered into the Integrated Disbursement and Information System (IDIS) by the Grantee or its representative.

VI. NOTICES AND COMMUNICATION

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means provided that receipt is confirmed. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

The below named individuals shall be the authorized representatives of the Grantee and Sub-recipient and are hereby authorized to approve amendments or adjustments as provided herein.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Robert Myers, AICP Director of Planning & Zoning Division St. Charles County Government 201 N. Second St. – Suite 410 St. Charles, MO 63301 636-949-7335 ext. 7225 rmyers@sccmo.org	William B. Benesek, P.E. Manager, Transportation and Development Services Group City of St. Peters One St. Peters Centre Blvd St. Peters, MO 63376 636-477-6600, ext. 1390 bbenesek@stpetersmo.net

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the

Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance or coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, be executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body as may be required. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal or state guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” A-21, “Cost Principles for Educational Institutions,” or OMB Circular A-87, “Cost Principles for State and Local Governments”, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless prior written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR part 200, sub part F.

C. Reporting and Payment Procedures

1. Program Income

Program income shall be retained by the Subrecipient in addition to the total allocation agreed upon in the joint agreement. The Subrecipient shall annually report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income for activities permitted under this contract. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments.

4. Progress Reports

The Subrecipient shall submit an annual Progress Report to the Grantee outlining accomplishments of approved activities for the Consolidated Annual Performance and Evaluation Report.

D. Procurement

1. Compliance

The Subrecipient shall comply with federal guidelines concerning the purchase of equipment. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this

Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975,

Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or contract, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and

subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written form and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent,

consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee

and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The

regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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

Executed by the County this _____ day of _____, 20____ .

Executed by the City this _____ day of _____, 20 ____ .

[Grantee]

[Subrecipient]

By _____
Steve Ehlmann, County Executive

By _____
William J Malach, City Administrator

Attest _____

Attest _____

Title _____

Title _____

Draft

RBA FORM (OFFICE USE)

MEETING DATE: August 24, 2023
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 revise policy regarding CDBG Home Rehabilitation Program loan repayment.

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

Summary/Explanation:

The City of St. Peters administers a CDBG Home Rehabilitation Program to assist low-income St. Peters residents with home improvements required to bring their home up to current code. Currently, the program allocates up to \$7,500, in the form of a \$2,500 grant and \$5,000 forgivable, no interest, loan. In the event the home in the program is refinanced or sold within 5 years of receiving the \$5,000 loan, the full value of the loan must be repaid. The repaid funds are then reallocated to the program. The \$2,500 grant is currently not required to be repaid.

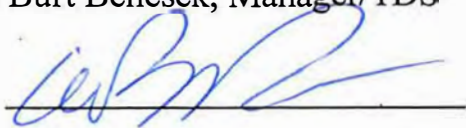
Staff recommends eliminating the \$2,500 grant by revising the Home Improvement Program administrative policy to allocate all \$7,500 as a forgivable, no interest loan. With this change, if a home improvement recipient refinanced or sold their home within 5 years of receiving the loan, all \$7,500 would have to be repaid.

Given the CDBG funds annually allocated for this program are limited, this change would allow another qualifying Home Rehabilitation Program applicant to be assisted more quickly. Currently, since only \$5,000 of the allotted \$7,500 is repaid, a total of 2 refinances or home sales are required to generate enough funds to assist another qualifying resident.

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

No budget impact is expected.

RBA requested by: Burt Benesek, Manager/TDS



CA: William J. Malach



RBA FORM (OFFICE USE)

MEETING DATE: August 24, 2023

Regular () Work Session (X)

ATTACHMENT: YES () NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: An ordinance to authorize the City Administrator to execute a change order for the MO 370 Interchange Ramp at Salt River Road, Phase 1 project, Federal Project No. STP-7305(619), TIP# 6964-22 and MODOT Job# J6P3518.

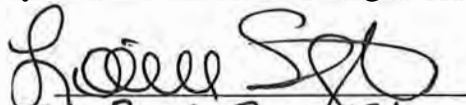
Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation:

Please see the attached memo, dated August 21, 2023.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
This project is funded as part of the Transportation Trust Fund.

RBA requested by: Burt Benesek, Manager/TDS CA: William J. Malach


for Burt Benesek



RBA FORM (OFFICE USE)

MEETING DATE: 08/24/2023

Regular () Work Session ()

ATTACHMENT: YES () NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

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

Wards ()

Brief Description: A Resolution to reaffirm, close, and add certain authorized City bank accounts with Enterprise Bank and the designated authorized signatories.

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

Summary/Explanation:

We would like to establish a new account to handle ACH banking transactions. In addition, we would like to close an account the City is no longer using and update the authorized signatories, including changing the designation from specific names to titles.

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

None

RBA requested by: Beth French

Beth French

CA: William J. Malach

William J. Malach

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND UPDATING THE ESTABLISHMENT OF CITY BANK ACCOUNTS WITH ENTERPRISE BANK AND DESIGNATING AUTHORIZED SIGNATORIES

WHEREAS, Enterprise Bank has been duly designated as the City's depository by Ordinance No.'s 6511 approved by the City Of St. Peters Board Of Aldermen on April 14, 2016; Ordinance No. 6942 approved by the City Of St. Peters Board Of Aldermen on April 12, 2018; Ordinance No. 7288 approved by the City Of St. Peters Board Of Aldermen on April 9, 2020; and Ordinance No. 7602 approved by the City Of St. Peters Board Of Aldermen on April 14, 2022.

WHEREAS the City of St. Peters, Missouri adopted Resolution No. 1528 on May 16, 2016; Resolution No. 1529 on May 12, 2016; Resolution No. 1544 on April 13, 2017; Resolution No. 1604 on March 25, 2021; and Resolution No. 1608 on May 27, 2021, authorizing the establishment of City bank accounts with Enterprise Bank and designating authorized signatories; and,

WHEREAS, the City desires to reaffirm, close, and add certain authorized City bank accounts with Enterprise Bank and the designated authorized signatories.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF ST. PETERS BOARD OF ALDERMEN, MISSOURI, as follows:

SECTION 1. That the City Of St. Peters Board Of Aldermen, Missouri, hereby authorizes and directs the continuation or establishment of the following accounts and authorized signatories with Enterprise Bank. Any accounts not listed below are authorized to be closed.

Account Title	Authorized Signatories	Authorization Signatories/Attested By
Treasurer of the City	Treasurer Director of Finance Assistant Director of Finance	Mayor/City Clerk
City ACH Fund	Treasurer Director of Finance Assistant Director of Finance	Mayor/City Clerk
Payroll Fund	Treasurer Director of Finance Assistant Director of Finance	Mayor/City Clerk
Recreation Fund	Treasurer Director of Finance Assistant Director of Finance	Mayor/City Clerk
Revenue Fund	Treasurer Director of Finance Assistant Director of Finance	Mayor/City Clerk

St. Peters-St. Charles Water Pipeline Project	Treasurer Director of Finance Assistant Director of Finance	Mayor/City Clerk
G. O. Reserve Savings	Treasurer Director of Finance Assistant Director of Finance	Mayor/City Clerk
City Of St. Peters ARPA Fund	Treasurer Director of Finance Assistant Director of Finance	Mayor/City Clerk
Municipal Court Bond Account	Municipal Judge Court Administrator Deputy Court Administrator	
City of St. Peters Municipal Division	Municipal Judge Court Administrator Deputy Court Administrator	

BE IT FURTHER RESOLVED that two authorized signatories must sign all checks, drafts, or orders drawn against the Municipal Court Bond Account and the City of St. Peters Municipal Division.

BE IT FURTHER RESOLVED that said Bank is hereby directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Company, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

THIS RESOLUTION shall continue in force and said Bank may consider the facts concerning the holders of said offices, respectively, and their signatures to be and continue as set forth in the certification of the City Clerk accompanying a copy of this resolution when delivered to said Bank or in any similar subsequent certificate until written notice to the contrary is duly served on said Bank.

Read and adopted this _____ day of _____ 2023.

Len Pagano, As Presiding Officer and
as Mayor

Attest: _____
City Clerk