



**TENTATIVE AGENDA
REGULAR BOARD OF ALDERMEN MEETING
City of St. Peters Justice Center
1020 Grand Teton Drive, St. Peters, MO 63376
September 14, 2023 at 6:30 p.m.**

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation: Steve Koeneman
 - 2. Pledge of Allegiance
 - 3. Proclamation: Constitution Week, Daughters of the American Revolution (DAR)
 - 4. Oath of Office: Jose D. Citron, Police Officer
- D. Approval of Minutes
 - 1. [Board of Aldermen Work Session meeting of August 24, 2023](#) and [Regular Board of Aldermen meeting of August 24, 2023](#)
- E. Reports of Officers, Boards, and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions:
 - a. [Appointments to the Board of Appeals](#)
 - 2. City Administrator's Report:
 - 3. Report of Director, Planning, Community and Economic Development: None
 - 4. St. Peters Business Spotlight: None
- F. Open Forum
 - 1. Citizens Petitions and Comments
 - 2. Communications from the Elected Officials
 - 3. Announcements
- G. Public Hearings
 - 1. [2023 Property Tax Rate](#) – Pratt
- H. Unfinished Business Items

I. New Business Items

1. [Bill No. 23-110: Bill](#) establishing the ad valorem taxes for all real and tangible personal property within the City of St. Peters, for the period of January 1, 2023 to December 31, 2023
2. [Bill No. 23-111: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into a Permanent Utility Easement Agreement with Martha Smiley
3. [Bill No. 23-112: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to execute a certain Subrecipient Agreement between St. Charles County (Grantee) and the City of St. Peters (Subrecipient) for conducting City Community Development Block Grant (CDBG) Programs with 2023 Federal Funding
4. [Bill No. 23-113: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute Contract Change Order No. 2 with KCI Construction Company for the Missouri 370 Interchange Ramp at Salt River Road, Phase 1 (Federal Project No. STP 7305(619))
5. [Bill No. 23-114: Bill](#) providing for the vacation of General Utility Easements in certain land located upon adjusted Lot 1A-1 of the Boundary Adjustment Plat of Lot 1B and 1A-1 of St. Peters Corporate Centre recorded in Plat Book 46 page 345 and adjusted Lot 1A-2 of the Boundary Adjustment Plat of Lot 1a-2 of St. Peters Corporate Centre 3 recorded in Plat Book 45 page 314 and Lot 1B of the resubdivision of Lot 1 of I-70 Executive Centre recorded in Plat Book 47 page 15 as recorded at the St. Charles County Recorder's office
6. [Resolution](#) of the City of St. Peters, Missouri, Calling on the Missouri Legislature to consider classifying Video Service Providers as Utility Service Entities within the confines of the Missouri Public Service Commission's Jurisdiction [Sponsor: Mayor Pagano]
7. [Resolution](#) of intent to support an application by Phoenix Real Estate Services, LLC to the Missouri Housing Development Commission for the construction of senior apartment homes planned for the area known as Queensbrooke [Sponsors: Mayor Pagano, Ald. Barclay, and Ald. Trupiano]

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

K. Adjournment

Agenda Posted at City Hall: September 11, 2023 at 9:00 a.m.
By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: September 28, 2023

The meeting is available for viewing at www.sptvnow.net



**CITY OF ST. PETERS
BOARD OF ALDERMEN WORK SESSION MINUTES
AUGUST 24, 2023**

The Work Session was called to order at approximately 4:00 p.m. on Thursday, August 24, 2023 at the St. Peters Justice Center Board of Aldermen Conference Room located at 1020 Grand Teton Drive.

City Clerk Patty Smith called the roll.

The following Elected Officials were present: Mayor Len Pagano

Ward 1 – Alderman Joyce Townsend

Ward 2 – Alderman Judy Bateman and Alderman Dr. Gregg Sartorius

Ward 3 – Alderman Dave Kuppler and Board President Alderman Melissa Reimer

Ward 4 – Alderman Nick Trupiano and Alderman Patrick Barclay

Ward 1 Alderman Rocky Reitmeyer was absent.

A quorum was established.

The following staff were present: Elliot Schneider, Environmental & Fleet Services Manager; Dan Emrick, Parks and Recreation Services Manager; Amy Haddock, Water Environment Services Manager; Burt Benesek, Transportation Development Services Manager; Cathy Pratt, Staff Support Services Manager; Andy Ramirez, Police Chief; Bill Malach, City Administrator; and Patty Smith, City Clerk. John Young, City Attorney was also present.

LEGISLATIVE UPDATE BY REPRESENTATIVES PHIL CHRISTOFANELLI AND WENDY HAUSMAN IN ALDERMANIC CONFERENCE ROOM, 4:00 – 5:00 PM.

Missouri House of Representatives Phil Christophanelli of the 104th District and Wendy Hausman of the 65th District provided updates to the Board of Aldermen regarding the ending of the Missouri 102nd General Assembly for 2023; and discussed local level needs.

Representative Christofanelli stated that his final term is 2024 and informed of the committees, which he has served. He discussed the number of bills vetoed by the Governor, including the appropriations bill which included St. Charles County funding, specifically Route 370 at Salt River Road. He reported that no overrides were likely at this time. Representative Hausman and he met with the Governor's staff to work on getting vetoed items back into the budget. If any projects are important, let them know early. In addition, the franchise bill taskforce was not put together in time, however, they are requesting cities to submit proof with pictures and examples of any property damage that was caused during fiber installs, and not repaired in a timely manner, within the utility right-of-ways to yards, concrete/asphalt, or other utilities. Regarding SB 190, St. Charles County Council adopted the property tax freeze. He agrees the legislation could be clearer; it is not retroactive. Representative Christofanelli stated he is open to fix what failed last General Assembly to make it less burdensome on local governments.

Representative Hausman was elected to her first two-year term November 2022 and she has served on the Children & Families Committee. Discussion concerning H.R. 3557 The American Broadband Deployment Act of 2023 was held. Mayor Pagano discussed the Video Service Providers legislation and the draft Resolution on this evening's Work Session meeting agenda. With legislation previous passed, he expressed concerns about costs to cities and taxpayers and right of way maintenance; and the likelihood of less amenities for residents. Suggestion was made to send a copy to Scott Rupp, former member of the Missouri State Senate and current member of the Missouri Public Service Commission. Mayor Pagano asked Representatives Christofanelli and Hausman to look at the cost burden to the cities.

Discussion was held concerning Representative Lavasco's Home Based Business legislation from last year, which passed; and recent unsuccessful attempts to fix the concerns from the passage of HB 1662 in 2022 dealing with municipalities' ability to regulate home based businesses. The Missouri Municipal League (MML) is requesting examples of issues since the bill was passed so they can have evidence in January when it is time to revisit this bill. Representative Christofanelli needs a draft in October to file a bill by December 1st, stating how this is functionally affecting cities.

Discussion continued regarding the Governors vetoing general revenue funds for interchange improvements to Route 370 at Salt River Road, as stated in his veto letter. Representatives Christofanelli and Hausman weighed in on what the reasoning may be. Mr. Malach expressed the City's priorities of I-70 and Route 370 Salt River Road projects, and the 911 System.

The meeting concluded and Mayor Pagano expressed the importance of the attendance of the Representatives this evening; and how the outcome of the discussed legislation affects the quality of life for city residents. The Representatives were invited attend the St. Charles County Municipal League meeting in October; and attend a future Work Session meeting in January 2024.

At 5:00 p.m., Board President Reimer announced that the Board of Aldermen Work Session meeting began in the Justice Center Board of Aldermen Conference Room at 4:00 p.m. with a Legislative Update from State Representatives Phil Christofanelli and Wendy Hausman; and that we are now resuming the Work Session meeting in the Board Chambers.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOARD OF ALDERMEN ITEMS FOR DISCUSSION

Unfinished Business Items:

UPDATE ON SAFETY CONCERNS OF PANHANDLERS WITH CHILDREN AND STREET INTERSECTIONS (CONTINUED FROM 6-22-23) – BATEMAN

Alderman Bateman requested an update from City Attorney Young on this item. City Attorney Young informed the Board that they have reviewed relevant case law pertaining to these type of issues identified from provisions in the code to recommend for amendment at the next meeting. Still being reviewed are different scenarios that the Police Department has identified that they deal with daily to assist in their recommendations and that other ordinances currently in the city code address those scenarios. Alderman Bateman moved and Alderman Townsend seconded the motion to place this item on the next Work Session for September 14, 2023. All in favor, the motion was approved. **This item will be placed on the September 14, 2023 Work Session agenda for further review.**

New Business Items: None

MAYOR/CITY ADMINISTRATOR ITEMS

Unfinished Business Items: None

New Business Items:

Alderman Reimer moved and Alderman Sartorius seconded the motion to remove Resolution / Video Service Provider Franchise Discussion from the agenda for discussion. All in favor, the motion was approved.

RESOLUTION / VIDEO SERVICE PROVIDER FRANCHISE DISCUSSION – MAYOR

Mayor Pagano recounted recent conversation with the Missouri Municipal League about cable and the right of way, the continual increase of rates statewide, and a potential solution brought forward for the Missouri Public Service Commission to regulate Video Service Providers (VSP) concerning rates. Discussion was held about how streaming services should be included in the regulations; that this item should be presented at the St. Charles County Municipal League meeting in October by the Mayor and distributed to our State Senators, the Missouri Municipal League, and the St. Charles County Municipal League, as listed on the draft Resolution. Concerns were expressed that the Video Service Providers might attempt to pass along potential cost increases to the consumers for easement permits, etc. Mayor requested the City Attorney and staff review the draft Resolution for legalities and placement on the September 14, 2023 Board of Aldermen Meeting Agenda. Alderman Townsend moved and Alderman Bateman seconded the motion to approve the placement of a draft Resolution on the September 14, 2023 Board of Aldermen meeting agenda for consideration. All in favor, the motion was approved. **This item will be placed on the September 14, 2023 Board of Aldermen Regular meeting for consideration.**

Alderman Reimer moved and Alderman Barclay seconded the motion to remove 2023 Community Development Block Grant (CDBG) Subrecipient Agreement with St. Charles County from the agenda for discussion. All in favor, the motion was approved.

2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT WITH ST. CHARLES COUNTY – BENESEK

Mr. Benesek discussed the Subrecipient Agreement between St. Charles County and the City of St. Peters for conducting City Community Development Block Grant (CDBG) programs with 2023 Federal Funding. Said CDBG funds are to be used to provide programs that assist the elderly, low-income persons and persons with disabilities. Based on the cooperation agreement and CDBG guidelines, Meals on Wheels, transportation assistance, home rehabilitation assistance and lawn mowing assistance are programs the CDBG funds provide assistance for qualifying St. Peters residents. In order to receive CDBG funding reimbursement, execution of an annual Subrecipient agreement is required. Questions from the Aldermen were addressed. Alderman Sartorius moved and Alderman Trupiano seconded the motion to place a draft ordinance on the September 14, 2023 agenda for consideration. All in favor, the motion was approved. **This item will be placed on the September 14, 2023 Board of Aldermen Regular meeting for consideration.**

Alderman Bateman moved and Alderman Barclay seconded the motion to remove CDBG Home Improvement Loan Policy Revision Recommendations from the agenda for discussion. All in favor, the motion was approved.

CDBG HOME IMPROVEMENT LOAN POLICY REVISION RECOMMENDATIONS – BENESEK

Mr. Benesek presented a proposed policy revision and recommendation concerning the CDBG home improvement loans. This program has 25 – 30 folks utilizing it each year. Staff recommends eliminating the \$2,500 grant by revising the Home Improvement program administrative policy, applying the \$2,500 funds to the \$5,000.00; and allocate all \$7,500 as a forgivable, no interest loan. This would increase the number of residents who could be assisted through loan payments. With eliminating the grant, if a home improvement recipient refinanced or sold their home within 5 years of receiving the loan, all \$7,500 should be repaid. It would allow another qualifying Home Rehabilitation program applicant to be assisted more quickly. This proposed revision would begin October 1, 2023 for 2023/2024 fiscal year. Discussion included the purposes and goals of the program, and various scenarios regarding applying the loans, repayment of the loans and possible future consideration with the refinancing and repayment portion of the program. After much discussion and questions addressed, some of the Aldermen expressed their approval to staff's recommendation. Alderman Kuppler moved and Alderman Bateman seconded the motion to approve staff's recommendation and change to \$7,500. All in favor, the motion was approved.

Alderman Reimer moved and Alderman Barclay seconded the motion to remove Contract Change Order/MO 370 Interchange Ramp at Salt River Road, Phase 1 project from the agenda for discussion. All in favor, the motion was approved.

CONTRACT CHANGE ORDER/MO 370 INTERCHANGE RAMP AT SALT RIVER ROAD PHASE 1 PROJECT – BENESEK

Mr. Benesek requested authorization to execute Contract change order No. 2 for the Bid 22-159 – Missouri 370 Interchange Ramp at Salt River Road, Phase 1, Federal Project No. STP 7305(619), awarded to KCI Construction Company. Mr. Benesek explained change order No. 1 and why change order No. 2 is needed. This change order accounts for previously issued

Field Directives 3 and 4 that authorized completion of additional work necessary to address changed field conditions. This change order will also account for additional work needed to properly complete the project and adjustments to certain project quantities based on field measurements. This change order is eligible for 50% St. Charles County reimbursement funding. Approval of this change order will authorize a \$153,518.44 increase in the contract value; therefore exceeding the City Administrator's authority to execute, thereby requiring Board of Aldermen approval in the form of an authorizing ordinance on September 14, 2023 Board of Aldermen meeting agenda. Questions from the Board of Aldermen were addressed. Alderman Bateman moved and Alderman Sartorius seconded the motion to place this item on the September 14, 2023 Board of Aldermen meeting agenda for consideration. All in favor the motion was approved. **This item will be placed on the September 14, 2023 Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Barclay seconded the motion to remove Resolution / Establishing City Bank Accounts and Designating Authorized Signatories from the agenda for discussion. All in favor, the motion was approved.

RESOLUTION / ESTABLISHING CITY BANK ACCOUNTS AND DESIGNATING AUTHORIZED SIGNATORIES – PRATT

Ms. Pratt presented a draft resolution in the packet to establish a new City bank account to handle Automated Clearing House (ACH) banking transactions; and to close an account the City is no longer using, and updating the signatories, including changing the designation from specific names to titles. With no discussion from the Board of Aldermen, this is item I-11 on tonight's Board of Aldermen meeting agenda for consideration.

MISCELLANEOUS UPDATES – MALACH

Utility Billing Mailing Cost Reduction Research – Pratt / Harms

- MaryPat Harms, Administrative Services Manager, provided follow up presentation from previous discussion requested by the Board at the June 22, 2023 Work Session meeting, regarding research on reduction of utility billing mailing costs. Ms. Harms provided a slideshow of information on the City's utility billing costs, and savings with pros and cons of current letter vs. proposed postcard rates. Costs associated with or without return envelope; pros and cons of using a postcard; mailing bills versus ebilling costs; and costs/savings per items for letter bill/notice (without return envelope), postcard, STP Notices (automated phone calls), and ebilling. Staff recommends keeping the bill letters and not move to postcards; remove return envelopes from the bill mailing; continue encouraging folks to switch to ebills, moving friendly reminders and shutoff notices to STP NOTICES, via automated phone calls. Projected total costs and potential savings was presented. Based on 137,000 bills sent for FY22 at current postage rates, difference in sending letter vs. postcard is \$17,262.00; 18,900 Friendly Reminders sent in FY22 at current prices cost \$11,755.80; and 14,900 Shutoff Notices sent in FY22 at current rates cost \$9,267.80. Total spent in notices \$21,023.60. Removing return envelopes from regular bills saves \$2,877.00 based on 137,000 bills.

Staff requested direction from the Board on how to proceed with what was presented this evening. After much discussion with the Aldermen's questions and comments, Alderman Sartorius moved and Alderman Townsend seconded the motion to approve staff's recommendation as presented; and not use postcards and continue mailing the bills at this time; but discontinue sending the return envelopes with the regular bill mailing; and continue to encourage folks to receive ebills; and send Friendly Reminders and Shutoff Notices via STP NOTICES. With a voice vote, the ayes have it and the motion is approved.

MoDOT Monument Sign Locations – Benesek

- Mr. Malach added a non-agenda item update to the Board with the MoDOT Monument sign locations presented by Burt Benesek. Mr. Benesek recalled the previous discussion and approval of the three entrance monuments signs along I-70; one westbound at Cave Springs; and two at Mid Rivers Mall Drive, one east and one west bound. He reported that MoDOT's policy only allows one municipal monument per direction per corridor. Therefore, one of the budgeted westbound facing monuments will not be permitted. MoDOT allows one westbound and one eastbound, but not two eastbound or two westbound. After Mr. Benesek explained the City's options, discussion included the question on whether they could wait on the decision at Mid Rivers Mall Drive corridor, with the possibility of placing the eastbound City entrance monument sign at Salt River Road instead of Mid Rivers Mall Drive; and to move forward with the Cave Springs westbound City entrance sign for now. After clarification from staff on the timeline of this project, Alderman Sartorius moved to proceed with adding the westbound Cave Springs entrance monument sign at the Cave Springs corridor and Alderman Townsend seconded the motion. All in favor, the motion was approved.

BOARD MEETING AGENDA ITEM REVISIONS – MALACH

None

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session was called.

ADJOURNMENT OF THE WORK SESSION

Alderman Reimer moved and Alderman Sartorius seconded the motion to adjourn the Work Session meeting. The motion was approved and the Work Session meeting was adjourned at approximately 6:18 p.m.

Submitted by,

Patricia E. Smith
City Clerk



**CITY OF ST. PETERS
BOARD OF ALDERMEN REGULAR MEETING MINUTES
AUGUST 24, 2023**

CALL TO ORDER

Mayor Len Pagano called the Board of Aldermen meeting to order at approximately 6:32 p.m. on August 24, 2023, at the St. Peters Justice Center located at 1020 Grand Teton Drive.

ROLL CALL

City Clerk Patty Smith called the roll.

The following Elected Officials were present: Mayor Len Pagano

Ward 1 – Alderman Joyce Townsend

Ward 2 – Alderman Judy Bateman and Alderman Dr. Gregg Sartorius

Ward 3 – Alderman Dave Kuppler and Board President Alderman Melissa Reimer

Ward 4 – Alderman Nick Trupiano and Alderman Patrick Barclay

Alderman Rocky Reitmeyer was absent. A quorum was established.

The following staff were present: The following staff were present: Bill Malach, City Administrator; Police Chief Ramirez; and City Clerk Patty Smith; John Young, City Attorney; Elliot Schneider, Environmental & Fleet Services Manager; Dan Emrick, Parks and Recreation Services Manager; Amy Haddock, Water Environment Services Manager; Burt Benesek, Transportation Development Services Manager; Cathy Pratt, Staff Support Services Manager.

OPENING CEREMONIES

INVOCATION:

Steve Koeneman delivered the Invocation.

PLEDGE OF ALLEGIANCE:

Mayor Pagano led the Pledge of Allegiance.

RECOGNITION: DAVID FULTS, ABOVE & BEYOND AWARD

Mayor presented and Board President Alderman Reimer read the recognition honoring David Fults, Communications Coordinator, for his work on the new City website and mobile app project. Mr. Fults researched the best cost-effective options, coordinated City staff team, developed all content for website and developed the app. Mr. Fults introduced his wife and spoke on all the features of the new StPetersMO Mobile App that is included in the upcoming My Hometown publication.

APPROVAL OF MINUTES

BOARD OF ALDERMEN WORK SESSION MEETING OF AUGUST 10, 2023; REGULAR BOARD OF ALDERMEN MEETING OF AUGUST 10, 2023; AND BUDGET UPDATE WORK SESSION

MEETING OF JULY 25, 2023.

Alderman Reimer moved and Alderman Sartorius seconded the motion to approve the Board of Aldermen Work Session meeting minutes of August 10, 2023; Regular Board of Aldermen meeting of August 10, 2023; and Budget Update Work Session Meeting of July 25, 2023. All in favor, the motion carried and the minutes were approved as presented.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS:

a. Appointments to the Veterans Memorial Commission

Alderman Sartorius read the appointments of the following individuals as member to the Veterans Memorial Commission: Marvin (Mark) Sload, 47 Pilot Hill Drive (Ward 3) from Alternate Member to Member; Kimberly Thompson, 1171 Spencer Road (Ward 3) as an alternate member. Ms. Thompson will be filling the vacancy of Mr. Sloane, who was appointed to Member. Both terms are effective immediately and expire on December 31, 2024. Alderman Reimer moved and Alderman Sartorius seconded the motion to approve the appointment. All in favor, the motion carried and the appointment was approved.

CITY ADMINISTRATOR'S REPORT:

a. Police Department's 2022 Annual Report – Chief Ramirez

Chief Ramirez and Captain Milatovic presented the Police Department's 2022 Annual Report. This report was dispersed to the Board prior to the meeting and will be available on the City's website. The annual report includes messages to the public, crime statistics, organizational summary, training information, goals and objectives, and other news from the Police Department.

b. City of St. Peters Report to the Board of Aldermen – September 30, 2022

c. Comprehensive Annual Financial Report – Year Ended September 30, 2022

d. OMB Circular A-133 Single Audit Report - September 30, 2022

e. St. Peters – St. Charles Water Pipeline Project Report to the Board of Aldermen – September 30, 2022

f. St. Peters – St. Charles Water Pipeline Project – September 30, 2022

Rick Gratza and Brittany Wolfram with Kerber, Eck and Braeckel LLP gave a PowerPoint presentation on the annual Independent Audit Report for Fiscal Year 2022 for the City of St. Peters. The City of St. Peters Comprehensive Annual Financial Report Fiscal Year Ended September 30, 2022 will be available for viewing on the St. Peters City website.

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT:

Petition RZ 23-04 – Puppy Dreams – Powers

Julie Powers, Director of Planning, Community and Economic Development, spoke of the Rezoning Petition RZ 23-04, a request for an amended Planned Urban Development District (PUD) for Puppy Dreams c/o Darsh Bhakta to allow a kennel (pet sales) on a 6.72+/- acre tract and located on the south side of Suemandy Drive, east side of Mid Rivers Mall Drive. The City code includes puppy sales under the definition of a kennel, which is not a permitted use in this existing PUD. An aerial of the location was presented. The Planning and Zoning Commission recommend denial to the Board of Aldermen. The applicant, Darsh Bhakta presented a slideshow on the business mission, the four foundational value pillars, which is puppy care, cleanliness, education and responsibility. Mr. Bhakta spoke of the Puppy Dreams package and their breeders and partnered Vets. There were no questions from the Board of Aldermen. This is business item I-01 on tonight's Board of Aldermen meeting agenda.

ST. PETERS BUSINESS SPOTLIGHT: None

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS:

Mayor Pagano called the following citizens to come forward to speak who completed public comment cards:

Angela Zurwellor, 35 Country Crossing Estates Drive; spoke on landscaping, preventing driveway extension in front yard making it a parking lot.

Julie Nowakowski, 37 Country Crossing Estates Drive; spoke on preventing neighbor's permit to extend driveway in front yard for additional vehicles.

The following residents spoke in opposition of Petition RZ 23-04, Bill 23-100, Puppy Dreams:

Annie Sandfort, 1223 Birdie Hills Road; Robert Worlite, 408 Sutters Mill; Shannon Latzke, 404 Sorano Way, St. Peters; Sarah McNair, 9 Pepperidge Road; Jessica Davis, 7 Gloria Lane; Mary Ellen Whitehead, 6 Mill Race Drive; Crystal Horton, 28 Green Hill Lane; Karen Ross at 1114 Meadow Oaks Court; Devon Thornton, 1289 Golden Gate Lane, St. Peters.

The following individuals completed a public comment request card opposing Petition RZ 23-04, Puppy Dreams, but did not speak:

Amanda K. Moen, 11 Lambeth Ln, O'Fallon, MO 63368; Stacy Flanagan, P.O. Box 4309, St. Louis, MO 63123; Bonnie Boime, 1915 Mitchell Pl., St. Louis, MO 63139; Gretchen Rednour, 651 Greenhurst Ct., Fenton, MO 63026; Joseph DaVault, 100 N. Tucker Blvd., St. Louis, MO 63001; Dana Stilwell, 3429 Banner St., St. Charles, MO 63301; Aislinn McCarthy, 55 Grasso Plaza #4309, St. Louis, MO; Ian Miller, business owner at 306 Mid Rivers Center, St. Peters; Cindy Daly, 704 Whitewillow Lane, Manchester, MO 63021; Jared Shafer, 5221 Ville Angela Lane, Hazelwood, MO 63042; James "Jim" Latzke, 404 Sorano Way, St. Peters.

COMMUNICATIONS FROM THE ELECTED OFFICIALS:

Elected Officials made comments during this time.

ANNOUNCEMENTS: None

PUBLIC HEARINGS

FY24 PROPOSED BUDGET AND WATER/SEWER RATES

Mayor Pagano opened the Public Hearing at 8:12 p.m. Ms. Pratt stated that in the meeting packet this evening is the proposed budget for Fiscal Year (FY) 2024, and the proposed water and sewer rates for FY 2024. These are items I-06 and I-07 in your packet.

Ms. Pratt recounted the time and effort the Board put in with City staff to develop a balanced budget that ensures a fiscally responsible and sound financial plan for the City, which began in February 2023 and the CIP was adopted at the June 22, 2023 Board of Aldermen meeting. With the budget update work session on July 25, 2023, the next step in the process is to adopt the budget. The Draft FY'24 Budget is available on the City's website, and it has all of the line item budget details and ordinances in draft form that will be needed to adopt this budget.

All of the budget work sessions were open to the public and tonight is another opportunity for the public to come forward and comment on the various revenue and expense line items in the budget and the proposed water and sewer rates for FY'24. Our combined water and sewer rates continue to be lower than all other providers in St. Charles County. The proposed budget that is in front of you this evening and for the public to comment on has citywide funds available of \$183.6 million and total uses of funds of \$154.6 million.

The proposed ordinances associated with the FY'24 budget are scheduled to be approved at tonight's Board of Aldermen meeting. The final step in the process will be the adoption of the 2023 tax rate at the September 28th Board of Aldermen meeting. I will now step aside to provide an opportunity for the public to comment. Please note this is a public comment period only and not an opportunity for us to respond directly to questions or concerns. If anyone has any questions, they may contact City Hall during regular business hours.

Mayor Pagano opened the floor for Public Hearing comments and asked anyone wishing to speak for against, or comment on this budget, to please come forward. A woman in the audience spoke from her seat and stated the following: "being that our rates are the most affordable in the area is not a bad thing, and not necessarily a sign that we need to increase them." Seeing no one else wanting to comment or speak, Mayor Pagano closed the Public Hearing at 8:15 p.m.

Ms. Pratt also reported that this adoption of the FY'24 Budget marks a significant time in one of our employees career her at the City, Erin Gardner's. As you know, Erin has been promoted to a new position, but she wanted to recognize and appreciate her for 10 years of her direct involvement in helping us adopt our City wide budgets. Erin will still participate in the Solid Waste operations of the annual budget process.

UNFINISHED BUSINESS ITEMS

None

NEW BUSINESS ITEMS

MOTION/FAILED: BILL NO. 23-100: AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A SECOND AMENDMENT TO A PLANNED URBAN DEVELOPMENT AGREEMENT WITH DP MID RIVERS REALTY, LLC FOR DEVELOPMENT OF MID RIVERS CENTER

Alderman Sartorius moved and Alderman Trupiano seconded the motion to introduce the Bill. The motion carried. Alderman Sartorius moved and Alderman Trupiano seconded the motion to read Bill No. 23-100 for the first time. The motion carried and Alderman Sartorius read the Bill. Alderman Reimer moved and Alderman Kuppler seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to put the Bill to a final vote. The motion was approved and the vote failed to approve Bill No. 23-100.

Barclay: No Reimer: No Sartorius: No Reitmeyer: Absent
Trupiano: No Kuppler: No Bateman: No Townsend: No
AYES: 0 NAYS: 7 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-101: ORDINANCE NO. 7844: AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN COOPERATIVE AGREEMENT WITH ST. CHARLES COUNTY, MISSOURI, FOR CONSTRUCTION OF AN ACCESS AREA TO DARDENE CREEK BLUEWAY AT WOODLANDS SPORTS PARK

Alderman Bateman moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reimer seconded the motion to read Bill No. 23-101 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Barclay moved and Alderman Trupiano seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Sartorius moved and Alderman Bateman seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-101 passed becoming Ordinance No. 7844.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-102: ORDINANCE NO. 7845: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A FUNDING AGREEMENT WITH THE DEVELOPMENTAL DISABILITIES RESOURCES BOARD OF ST. CHARLES COUNTY (DDRB) FOR INCLUSION COORDINATOR RECREATION SERVICES

Alderman Bateman moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reimer seconded the motion to read Bill No. 23-102 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Kuppler seconded the motion to read the Bill for the second time. The motion carried and Alderman Kuppler read the Bill. Alderman Reimer moved and Alderman Sartorius seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-102 passed becoming Ordinance No. 7845.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-103: ORDINANCE NO. 7846: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH TABRI, LLC FOR INCLUSIVE RECREATION SERVICES

Alderman Bateman moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reimer seconded the motion to read Bill No. 23-103 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Townsend moved and Alderman Sartorius seconded the motion to read the Bill for the second time. The motion carried and Alderman Sartorius read the Bill. Alderman Reimer moved and Alderman Barclay seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-103 passed becoming Ordinance No. 7846.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-104: ORDINANCE NO. 7847: AN ORDINANCE AMENDING ORDINANCE NO. 7688, ORDINANCE NO. 7744, AND ORDINANCE NO. 7822 PROVIDING FOR THE ADOPTION OF THE GENERAL FUND, DEBT SERVICE FUND, COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT FUND, COUNTY SEWER LATERAL REPAIR PROGRAM FUND, LOCAL PARKS AND STORM WATER FUND, SEWER LATERAL REPAIR PROGRAM FUND, TRANSPORTATION TRUST FUND, WATER SERVICE LINE REPAIR PROGRAM FUND, 370 LAKESIDE PARK FUND, ENVIRONMENTAL SERVICES FUND, GOLF AND BANQUET CENTER FUND, RECREATION FUND, AND WATER/SEWER FUND BUDGETS FOR THE CITY OF SAINT PETERS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

Alderman Reimer moved and Alderman Townsend seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Townsend seconded the motion to read Bill No. 23-104 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Barclay moved and Alderman Trupiano seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Sartorius moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-104 passed becoming Ordinance No. 7847.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-105: ORDINANCE NO. 7848: AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE GENERAL FUND, DEBT SERVICE FUND, COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT FUND, COUNTY SEWER LATERAL REPAIR PROGRAM FUND, LOCAL PARKS AND STORM WATER FUND, SEWER LATERAL REPAIR PROGRAM FUND, TRANSPORTATION TRUST FUND, WATER SERVICE LINE REPAIR

PROGRAM FUND, 370 LAKESIDE PARK FUND, ENVIRONMENTAL SERVICES FUND, GOLF AND BANQUET CENTER FUND, RECREATION FUND, AND WATER/SEWER FUND BUDGETS FOR THE CITY OF SAINT PETERS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024.

Alderman Reimer moved and Alderman Kuppler seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Kuppler seconded the motion to read Bill No. 23-105 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman Townsend moved and Alderman Kuppler seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-105 passed becoming Ordinance No. 7848.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-106: ORDINANCE NO. 7849: AN ORDINANCE AMENDING SECTIONS 705.040 AND 710.260 OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI RELATING TO THE WATER AND SEWER RATES

Alderman Reimer moved and Alderman Kuppler seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Kuppler seconded the motion to read Bill No. 23-106 for the first time. The motion carried and Alderman Kuppler read the Bill. Alderman Kuppler moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Trupiano read the Bill. Alderman Sartorius moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-106 passed becoming Ordinance No. 7849.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-107: ORDINANCE NO. 7850: AN ORDINANCE AMENDING SECTION 235.090.B.1 OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI RELATING TO THE SOLID WASTE SERVICE RATES

Alderman Reimer moved and Alderman Sartorius seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Sartorius seconded the motion to read Bill No. 23-107 for the first time. The motion carried and Alderman Sartorius read the Bill. Alderman Reimer moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Reimer moved and Alderman Barclay seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-107 passed becoming Ordinance No. 7850.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes

AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-108: ORDINANCE NO. 7851: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CONTRACT WITH ROUTEWARE INCORPORATED FOR THE PURCHASE OF ROUTE OPTIMIZATION SOFTWARE, HARDWARE, AND ALL ASSOCIATED INSTALLATION, SUBSCRIPTION, AND PROFESSIONAL SERVICES REQUIRED FOR PROGRAM IMPLEMENTATION.

Alderman Reimer moved and Alderman Kuppler seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Kuppler seconded the motion to read Bill No. 23-108 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Reimer moved and Alderman Kuppler seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Mayor requested Mr. Elliot Schneider to give an update on the renewal prices for this item. "At a previous work session the Board asked if there was a possibility of an extended contract 3 or 5 years with Routeware Incorporated, and Routeware Incorporated stated they will offer a 3 or 5 year contract price, the pricing will remain the same as offered with the first year due up front. The only service increase that we could experience is if we alter the service and add additional hardware or camera service to the program." Alderman Townsend moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-108 passed becoming Ordinance No. 7851.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 23-109: ORDINANCE NO. 7852: AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTION 505.040 OF THE CITY CODE BY DELETING SUBSECTION 113.4.2 IN ITS ENTIRETY, AND ENACTING, IN LIEU THEREOF, A NEW SUBSECTION 113.4.2; AND PROVIDING FOR THE QUALIFICATIONS FOR BOARD OF APPEALS

Alderman Kuppler moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Kuppler moved and Alderman Reimer seconded the motion to read Bill No. 23-109 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Townsend moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Kuppler read the Bill. Alderman Townsend moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-109 passed becoming Ordinance No. 7852.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1649: A RESOLUTION AUTHORIZING AND UPDATING THE ESTABLISHMENT OF CITY BANK ACCOUNTS WITH ENTERPRISE BANK AND DESIGNATING AUTHORIZED SIGNATORIES

Alderman Barclay moved and Alderman Sartorius seconded the motion to introduce the Resolution. The motion carried. Alderman Barclay moved and Alderman Sartorius seconded the motion to read

the Resolution for the first and only time. The motion carried and Alderman Trupiano read the Resolution. Alderman Kuppler moved and Alderman Sartorius seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1649 was adopted.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Absent
Trupiano: Yes Kuppler: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14)(19) & 610.022 (1-6)

No Executive Session was called at this time.

ADJOURNMENT OF THE REGULAR BOARD OF ALDERMEN MEETING

Alderman Reimer moved and Alderman Sartorius seconded the motion to adjourn the Regular Board of Aldermen meeting. The motion carried and the Regular Board of Aldermen meeting was adjourned at approximately 8:44 p.m.

Submitted by,

Patricia E. Smith
City Clerk



INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN

Jim Pagano

FROM: MAYOR PAGANO

SUBJECT: BOARD OF APPEALS

DATE: SEPTEMBER 1, 2023

I am nominating the following individual for re-appointment as a member to the Board of Appeals as follows:

John O'Mara, 5 Gianna Court, St. Peters, MO 63303

I am nominating the following individual for appointment as a member to the Board of Appeals as follows:

John Patrick Shetterly, 6 Cricklewood Lane, St. Peters, MO 63376 (Ward 1)

for the terms effective immediately and expiring August 31, 2028.

If you have any questions or comments regarding these appointments, please contact me.

APPLICATION

(Application(s) on file with the City Clerk's Office)

NOTICE OF PUBLIC HEARING

A public hearing will be held at 6:30 p.m., September 14, 2023 at the St. Peters Justice Center, 1020 Grand Teton Drive, Saint Peters, MO 63376. At that time, citizens may be heard on the property tax rates proposed to be set by the City of Saint Peters, a political subdivision. The tax rates shall be set to produce substantially the same revenues as required for property tax in the annual budget for the fiscal year beginning October 1, 2023. The figures presented in this notice are based on current data, but they are subject to change in order to comply with state and county regulations and to include modifications approved by the Board of Equalization. Each tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation.

| (By Categories) | Assessed Valuation Prior Tax Year 2022 | Current Tax Year 2023 |
|----------------------|--|-------------------------------|
| Real Estate | \$1,267,158,974 | \$1,531,690,812 |
| Personal Property | 281,210,952 | 299,152,730 |
| Railroad and Utility | 22,055,754 | 27,891,225 |
| Total | <u>\$1,570,425,680</u> | <u>\$1,858,734,767</u> |

| Fund | Amount of Property Tax Revenues Budgeted for Fiscal Year 2023/24 | Proposed Tax Rates for 2023 (per \$100) |
|--------------|---|---|
| General | \$9,110,600 | \$0.4914 |
| Debt Service | 5,168,200 | \$0.2786 |
| Total | <u>\$14,278,800</u> | <u>\$0.7700</u> |

| | | |
|---|---------------------------|----------------------|
| Change in Revenue From Prior Fiscal Year: | | |
| New Construction & Improvements | 290,320 | 2.40% |
| Newly Added Territory | 760 | 0.01% |
| Previously Locally Assessed Utilities Currently State | - | 0.00% |
| Change in Assessed Value on Prior Year Property | <u>1,928,900</u> | <u>15.95%</u> |
| Total Change in Revenue From Prior Fiscal Year | <u>\$2,219,980</u> | <u>18.36%</u> |

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE AD VALOREM TAXES FOR ALL REAL AND TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF ST. PETERS, FOR THE PERIOD OF JANUARY 1, 2023 TO DECEMBER 31, 2023

WHEREAS, the City of St. Peters has calculated its Debt Service Fund and General Fund property tax rates in accordance with the Missouri State Auditors Office instructions.

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

SECTION NO. 1 – Tax Levy

That there shall be levied and collected in the manner prescribed by law, the following taxes on Real Estate and Personal Property for the year 2023 of Seventy-Seven Cents per One Hundred Dollars of assessed valuation broken down as follows:

| | |
|---------------------|-----------------|
| City General Fund | \$.4914 |
| Debt Service Fund | <u>\$.2786</u> |
| Total Assessed Rate | \$.7700 |

SECTION NO. 2 – Delinquent Payment Penalty

(a) That there shall be collected on all delinquent real estate taxes, in addition to the amount of delinquent tax, a penalty in the sum of eighteen percent of each year’s delinquency, except that said penalty shall not exceed two percent per month, or fractional part thereof, or eighteen percent annually.

(b) That all lands and lots, on which said taxes are delinquent and unpaid, are subject to sale to discharge the lien for the delinquent and unpaid taxes, according to the practice and procedure set out in Chapter 140, R. S. Mo 1986 and subsequent revisions.

SECTION NO. 3 – Delinquent Payment Penalty

(a) That there shall be collected on all delinquent personal property taxes, in addition to the amount of delinquent tax, a penalty in the sum of eighteen percent of each year’s delinquency, except that said penalty shall not exceed two percent per month, or fractional part thereof, or eighteen percent annually.

(b) That in any suit brought by the City Collector to recover said delinquent taxes and penalties, a fee in the amount of ten percent of the taxes due, but in no event less than five dollars, shall be allowed the attorney for the Collector.

SECTION NO. 4 – Tax Rate Ceiling

The Board of Aldermen hereby determines and declares that the City General Fund tax rate ceiling under Sections 137.073(4), 137.073.6(1)(c), and 137.073.6(3) Revised Statutes of Missouri, as amended, to be \$.4914 for each one hundred dollars assessed valuation.

SECTION NO. 5 – EFFECTIVE DATE

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

SECTION NO. 6. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION NO. 7. Severability Clause

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

Read two times, passed and approved this 14th day of September, 2023.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A PERMANENT UTILITY EASEMENT AGREEMENT WITH MARTHA SMILEY

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to City utilities; and

WHEREAS, certain said improvements necessitate obtaining a permanent utility easement for storm drainage purposes from Martha Smiley.

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

SECTION 1. The City does hereby accept and agrees to a permanent utility easement, by Permanent Utility Easement Agreement, in substantially the form attached hereto and made a part hereof, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, said Permanent Utility Easement Agreement with Martha Smiley.

SECTION 2. The City Clerk is hereby directed to cause said Permanent Utility Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a

subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 14th day of September, 2023.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

Permanent Utility Easement Agreement

This Agreement, made and entered into as of the 21 day of August, 2023, by and between Martha Smiley whose mailing address is 6 Aldesan Court, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purpose of constructing, re-constructing, using, operating, maintaining, adding to the number of, and patrolling water lines, storm and sanitary sewers, telecommunication, cable and other utility systems, including, but not limited to, other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said utility systems, or cables and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full

right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

To Have and to Hold the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE have executed these presents as of the day and year first above written.

GRANTOR:

By: Martha Smiley
Martha Smiley, owner

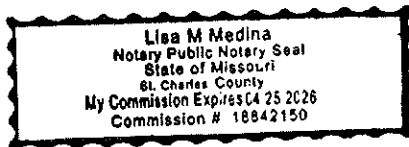
STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 21st day of AUGUST, 2023, before me personally appeared MARTHA SMILEY, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Lisa M. Medina
Notary

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
William J. Malach City Administrator

SEAL

STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2023, before me appeared, William J. Malach, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

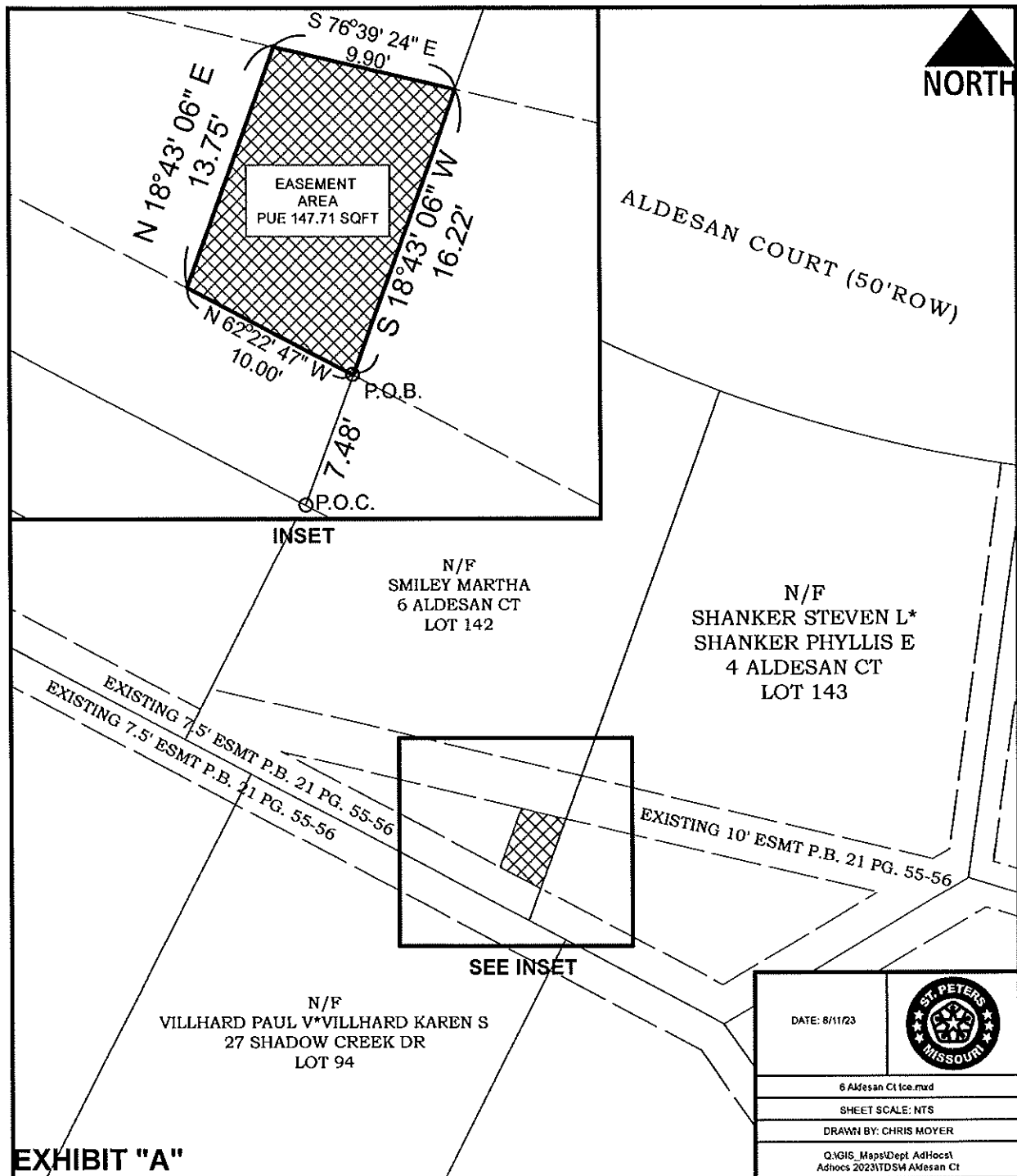


EXHIBIT "A"

PERMANENT UTILITY EASEMENT
A TRACT OF LAND BEING PART OF U.S. SURVEY 762, TOWNSHIP 47
NORTH RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI
AND ALSO BEING LOT 142 OF SHADOW CREEK PLAT TWO
PER RECORD PLAT 21, PAGES 55-56


| | |
|--|---|
| DATE: 8/11/23 |  |
| 6 Aldesan Ct lce.mxd | |
| SHEET SCALE: NTS | |
| DRAWN BY: CHRIS MOYER | |
| <small>Q:\GIS_Maps\Dept_Ad\Hocst Advocs 2023\TDSW Aldesan Ct</small> | |

Exhibit B

Legal Description
Shadow Creek Plat Two – Lot 142

N/F Martha Smiley
6 Aldesan Court
147.71 Square Feet

PERMANENT UTILITY EASEMENT

A tract of land being part of U.S. Survey 762, Township 47 North, Range 4 East, St. Charles County, Missouri; also being Lot 142 of the “Shadow Creek Plat Two” subdivision per Plat Book 21, Pages 55-56 of the St. Charles County Recorder of Deeds, being more particularly described as follows:

Commencing at a point being the southeast corner of Lot 142 of the Shadow Creek Plat Two subdivision, thence North 18 degrees, 43 minutes, 06 seconds East a distance of 7.5 feet, to the Point of Beginning, same point being the northern limit of the existing 7.5 foot wide easement paralleling the south property line of Lot 142, thence North 62 degrees, 22 minutes, 47 seconds West a distance of 10.00 feet, thence North 18 degrees, 43 minutes, 06 seconds East a distance of 13.75 feet, thence South 76 degrees, 39 minutes, 24 seconds East a distance of 9.90 feet, thence South 18 degrees, 43 minutes, 06 West a distance of 16.22 feet to the Point of Beginning containing 147.71 square feet more or less.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN SUBRECIPIENT AGREEMENT BETWEEN ST. CHARLES COUNTY (GRANTEE) AND THE CITY OF ST. PETERS (SUBRECIPIENT) FOR CONDUCTING CITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS WITH 2023 FEDERAL FUNDING

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;

WHEREAS, the Grantee and Subrecipient have entered into a Cooperation Agreement for joint participation in the Community Development Block Grant Program (herein called the "Joint Agreement");

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 for fiscal year 2023, by the execution of a Subrecipient Agreement between St. Charles County and the City of St. Peters for Conducting City CDBG Programs with 2023 Federal Funding.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to negotiate, execute and administer a Subrecipient Agreement between St. Charles County and the City of St. Peters for Conducting City CDBG Programs with 2023 Federal Funding, in substantially the form attached hereto and incorporated by reference herein as Exhibit "A".

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

No.

SECTION 3. Severability Clause

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

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 14th day of September, 2023.

Len Pagano, as Presiding Officer and as Mayor

Attest:

Patricia E. Smith, City Clerk

No.

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 _____, 2023.

Executed by the City this _____ day of _____, 2023.

[Grantee]

[Subrecipient]

By _____
Steve Ehlmann, County Executive

By _____
William J. Malach, City Administrator

Attest _____

Attest _____

Title _____

Title _____

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE CONTRACT CHANGE ORDER NO. 2 WITH KCI CONSTRUCTION COMPANY FOR THE MISSOURI 370 INTERCHANGE RAMP AT SALT RIVER ROAD, PHASE 1 (FEDERAL PROJECT NO. STP 7305(619))

WHEREAS, the City of St. Peters did previously enter into an agreement with KCI Construction Company on September 12, 2022, in the initial amount of Five Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars and Zero Cents (\$5,999,999.00) for the Missouri 370 Interchange Ramp at Salt River Road, Phase 1 Project; and

WHEREAS, the City of St. Peters and KCI Construction Company previously entered into Contract Change Order No. 1 which resulted in a Fifty-Three Thousand Twenty One Dollars and Twenty-Five Cents (\$53,021.25) increase to the original contract value; and

WHEREAS, additional work not included in the original contract documents is required to successfully complete the Missouri 370 Interchange Ramp at Salt River Road, Phase 1 Project; and

WHEREAS, it is recommended that Contract Change Order No. 2 be executed with KCI Construction Company in the amount of One Hundred Fifty-Three Thousand Five Hundred Eighteen Dollars and Forty-Four Cents (\$153,518.44), which accounts for previously issued Field Directives 3 and 4, for additional work needed to properly complete the project, and adjustments to certain project quantities based on field measurements.

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

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and he is hereby authorized to execute a Contract Change Order with KCI Construction Company in the initial amount of \$153,518.44, for additional work associated with the Missouri 370 Interchange Ramp at Salt River Road, Phase 1 Project. Upon approval of the City Administrator, the initial contract amount shall be adjusted as necessary based on the final measured quantities at the unit prices bid in the contract or noted in the Change Order proposal for additional work associated with the Missouri 370 Interchange Ramp at Salt River Road, Phase 1 Project.

SECTION 2. The City Administrator be and he is hereby authorized to negotiate, execute and administer said Contract Change Order on behalf of the City of St. Peters.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

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

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 14th day of September, 2023.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE VACATION OF GENERAL UTILITY EASEMENTS IN CERTAIN LAND LOCATED UPON ADJUSTED LOT 1A-1 OF THE BOUNDARY ADJUSTMENT PLAT OF LOT 1B AND 1A-1 OF ST. PETERS CORPORATE CENTRE RECORDED IN PLAT BOOK 46 PAGE 345 AND ADJUSTED LOT 1A-2 OF THE BOUNDARY ADJUSTMENT PLAT OF LOT 1A-2 OF ST. PETERS CORPORATE CENTRE 3 RECORDED IN PLAT BOOK 45 PAGE 314 AND LOT 1B OF THE RESUBDIVISION OF LOT 1 OF I-70 EXECUTIVE CENTRE RECORDED IN PLAT BOOK 47 PAGE 15 AS RECORDED AT THE ST. CHARLES COUNTY RECORDER'S OFFICE.

WHEREAS, general utility easements have been recorded in Plat Book 45 Page 314 at the St. Charles County Recorder's Office; and

WHEREAS, the City of St. Peters has not utilized said easements as shown cross-hatched on Exhibit A, which is attached hereto; and

WHEREAS, other utilities have released their rights to these easements, and said releases have been recorded; and

WHEREAS, said easements are no longer required.

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

SECTION 1. That said easements, as shown cross-hatched on Exhibit "A", in substantially the form attached hereto and incorporated by reference herein.

SECTION 2. That the Mayor of the City of St. Peters is hereby authorized to sign and execute a Release of Easement Rights, in substantially the form attached hereto, marked as Exhibit

“B”, and incorporated by reference herein.

SECTION 3. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause.

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

SECTION 5. The City Clerk is hereby directed to provide a copy of this Ordinance to the St. Charles County Recorder's Office.

SECTION 6. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of St. Peters, Missouri.

Read two times, passed, and approved this 14th day of September, 2023.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

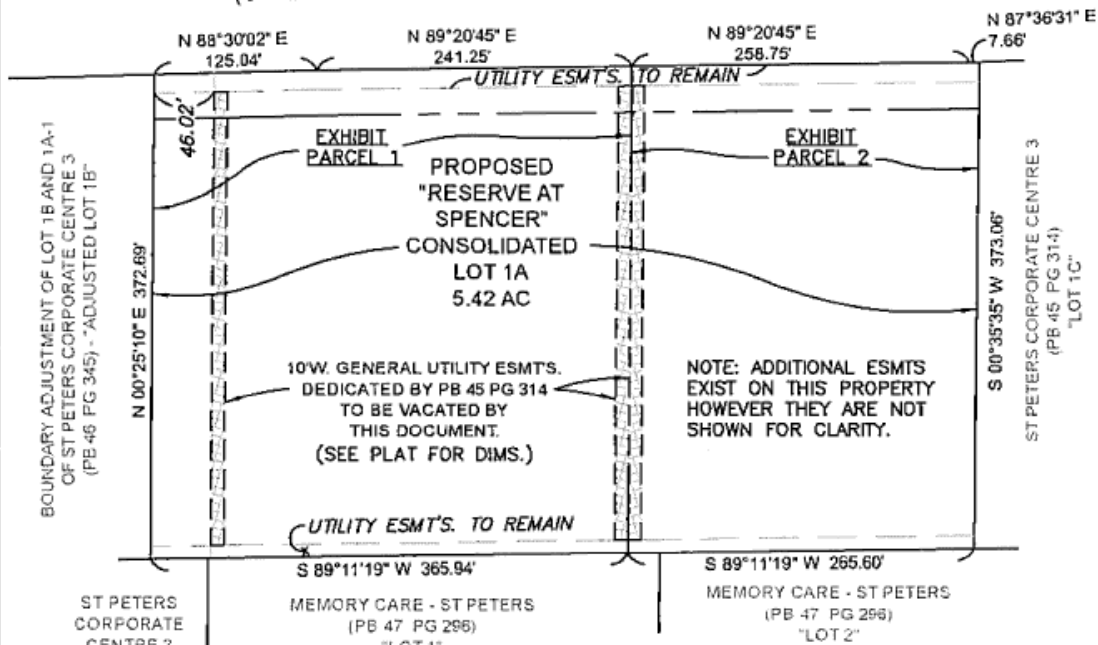


EXHIBIT PARCEL 1 =
 ADJUSTED LOT 1A-1 OF
 BDY ADJ PLAT OF LOT 1B
 AND 1A-1 OF ST PETERS
 CORPORATE CENTRE 3
 REC. AS PB 46 PG 345

EXHIBIT PARCEL 2 =
 ADJUSTED LOT 1A-2
 BDY ADJ OF "LOT 1A-2 OF
 ST PETERS CORPORATE
 CENTRE 3 PB 45 PG 314",
 AND "LOT 1B OF RESUBD.
 OF LOT 1 OF I-70 EXECUTIVE
 CENTRE PB 40 PG 348" REC.
 AS PB 47 PG 15

1" = 120'

INTERSTATE HIGHWAY 70
 (VARIABLE WIDTH)
 (OUTER ROAD KNOWN AS VETERAN'S MEMORIAL PARKWAY)



10'W. GENERAL UTILITY ESMTS.
 DEDICATED BY PB 45 PG 314
 TO BE VACATED BY
 THIS DOCUMENT.
 (SEE PLAT FOR DIMS.)

NOTE: ADDITIONAL ESMTS
 EXIST ON THIS PROPERTY
 HOWEVER THEY ARE NOT
 SHOWN FOR CLARITY.

NOTE:
 THE PREVIOUSLY DEDICATED 24'W. CROSS ACCESS
 ESMTS., THAT ENCOMPASSED PORTIONS OF THE 10'W
 GENERAL UTILITY EASEMENTS (SHOWN CROSS-HATCHED
 HEREON) AND AS DEPICTED ON THE PLAT OF "ST PETERS
 CORPORATE CENTRE 3" (PB45 PG314), WILL BE VACATED
 BY A SEPERATE DOCUMENT.

INITIAL: _____

DATE: 6/29/23

JOB # 2306119

EXHIBIT "A"

EASEMENT VACATION EXHIBIT

BEING THE VACATION OF SEVERAL EXISTING GENERAL UTILITY
 EASEMENTS AS PREVIOUSLY DEDICATED BY THE PLAT OF "ST. PETERS
 CORPORATE CENTRE 3" AS RECORDED IN PLAT BOOK 45 PAGE 314
 PART OF FRAC. SECTION 29, TOWNSHIP 47 NORTH, RANGE 4 EAST
 ST CHARLES COUNTY, MISSOURI

CARDINAL SURVEYING & MAPPING, INC.
 PO BOX 278 COTTLEVILLE, MO 63338, 636-922-1001

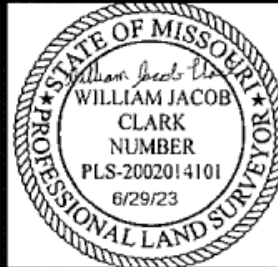


Exhibit "B"

RELEASE OF EASEMENT RIGHTS

THIS INSTRUMENT, made this 14th day of September, 2023.

WITNESSETH THAT:

WHEREAS, general utility easements have been recorded in Plat Book 45 Page 314 at the St. Charles County Recorder's Office; and

WHEREAS, it is the purpose and intent of the City of St. Peters, Missouri, to release any and all underground utility easement rights on the aforementioned easements, as shown cross-hatched on Exhibit "A", which is attached hereto and made a part hereof;

NOW, THEREFORE, the City of St. Peters, Missouri, does hereby remise and release the herein above described premises from all underground easement rights and interests acquired by said company pursuant to the aforementioned plats;

IN WITNESS WHEREOF, the said City of St. Peters, Missouri, has caused these presents to be executed the day and year first above written.

CITY OF ST. PETERS, MISSOURI

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this _____ day of September in the year 2023 before me, Patricia E. Smith, A Notary Public in and for said state, personally appeared Len Pagano, Mayor, known to me to be the person who executed the within Release of Easement Rights, in behalf of the City of St. Peters and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Notary _____

My Commission Expires:

Exhibit "A"

DRAFT

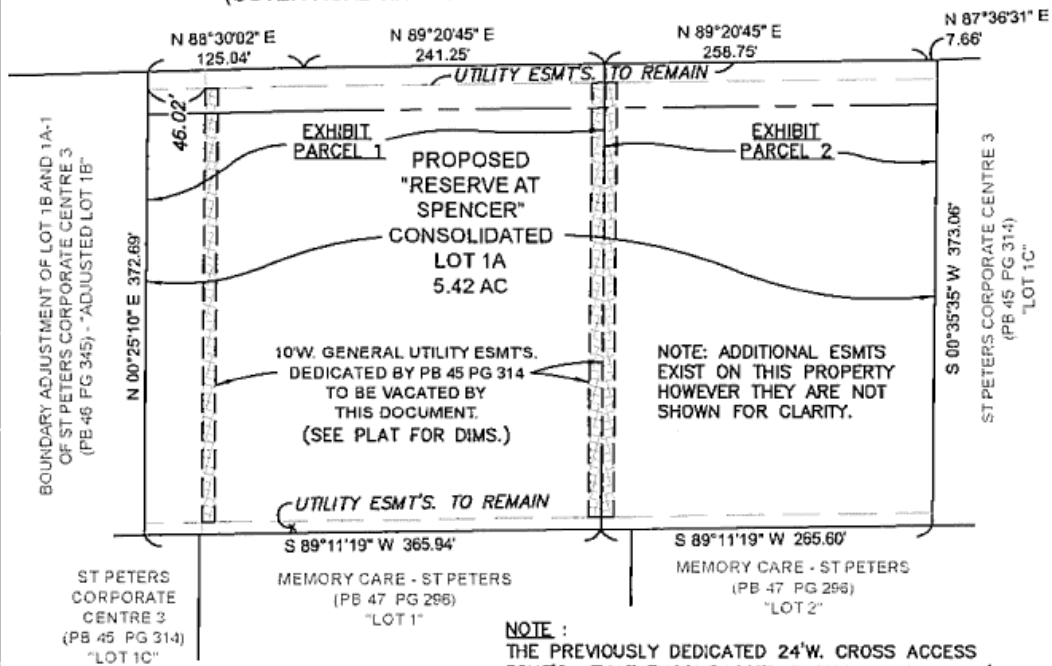


EXHIBIT PARCEL 1 =
ADJUSTED LOT 1A-1 OF
BDY ADJ PLAT OF LOT 1B
AND 1A-1 OF ST PETERS
CORPORATE CENTRE 3
REC. AS PB 46 PG 345

EXHIBIT PARCEL 2 =
ADJUSTED LOT 1A-2
BDY ADJ OF "LOT 1A-2 OF
ST PETERS CORPORATE
CENTRE 3 PB 45 PG 314",
AND "LOT 1B OF RESUBD.
OF LOT 1 OF I-70 EXECUTIVE
CENTRE PB 40 PG 348" REC.
AS PB 47 PG 15

1" = 120'

INTERSTATE HIGHWAY 70
(VARIABLE WIDTH)
(OUTER ROAD KNOWN AS VETERAN'S MEMORIAL PARKWAY)



NOTE: ADDITIONAL ESMTS EXIST ON THIS PROPERTY HOWEVER THEY ARE NOT SHOWN FOR CLARITY.

NOTE :
THE PREVIOUSLY DEDICATED 24'W. CROSS ACCESS ESMTS., THAT ENCOMPASSED PORTIONS OF THE 10'W GENERAL UTILITY EASEMENTS (SHOWN CROSS-HATCHED HEREON) AND AS DEPICTED ON THE PLAT OF "ST PETERS CORPORATE CENTRE 3" (PB45 PG314), WILL BE VACATED BY A SEPERATE DOCUMENT.

INITIAL: _____

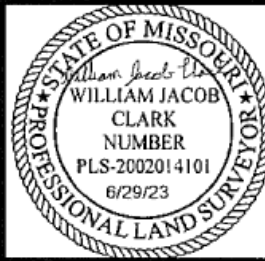
DATE: 6/29/23
JOB # 2306119

EXHIBIT "A"

EASEMENT VACATION EXHIBIT

BEING THE VACATION OF SEVERAL EXISTING GENERAL UTILITY EASEMENTS AS PREVIOUSLY DEDICATED BY THE PLAT OF "ST. PETERS CORPORATE CENTRE 3" AS RECORDED IN PLAT BOOK 45 PAGE 314 PART OF FRAC. SECTION 29, TOWNSHIP 47 NORTH, RANGE 4 EAST ST CHARLES COUNTY, MISSOURI

CARDINAL SURVEYING & MAPPING, INC.
PO BOX 278 COTTEVILLE, MO 63338, 636-922-1001



RESOLUTION NO.

A RESOLUTION OF THE CITY OF ST. PETERS, MISSOURI, CALLING ON THE MISSOURI LEGISLATURE TO CONSIDER CLASSIFYING VIDEO SERVICE PROVIDERS AS UTILITY SERVICE ENTITIES WITHIN THE CONFINES OF THE MISSOURI PUBLIC SERVICE COMMISSION'S JURISDICTION

WHEREAS, on August 28, 2023, pursuant to Subsection (2) of Section 67.2689 of the 2007 Video Services Providers Act, Sections 67.2675 to 67.2714 of the Revised Statutes of Missouri, franchise entities are prohibited from collecting a video service provider fee (the "Franchise Fee") in excess of 4.5% percent of the provider's gross revenues; and

WHEREAS, pursuant to Subsection (2) of Section 67.2689 of the 2007 Video Services Providers Act, Sections 67.2675 to 67.2714 of the Revised Statutes of Missouri, this percentage cap on Franchise Fees will be reduced annually until 2027, where the percentage franchise entities will be prohibited from exceeding will be set to 2.5%; and

WHEREAS, pursuant to Subsection (2) of Section 67.2689 of the 2007 Video Services Providers Act, Sections 67.2675 to 67.2714 of the Revised Statutes of Missouri, with the Franchise Fee continuously reducing, the costs associated with maintaining the public right-of-way will be transferred to the community and, subsequently, the taxpayer; and

WHEREAS, video service providers have raised the cost of watching television to the point that enjoying this type of telecommunication service is no longer economically feasible for many residents of the City of St. Peters; and

WHEREAS, the City of St. Peters receives numerous concerns regarding telecommunication services, namely, the poor customer service, lack of person-to-person contact, and cable performance; and

WHEREAS, pursuant to Chapter 386 (the "Public Service Commission Law"), Section 386.250 of the Revised Statutes of Missouri, the Missouri Public Service Commission maintains jurisdiction over utility services; and

WHEREAS, video service providers routinely access the same routes and lines as utility service providers, which implies that video service providers maintain many of the same business operations as other utility services; and

WHEREAS, in accessing these same routes and lines, video service providers are able to operate within the same boundaries as a utility service while bypassing all regulatory compliance set forth under the Public Service Commission Law; and

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

WHEREAS, the City of St. Peters advocates for video service providers to be placed under the same category as other public utility services such as electric, natural gas, steam, water, and sewer, allowing the Missouri Public Service Commission jurisdiction over video service providers; and

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 1. That the City of St. Peters hereby finds and determines that video service providers provide comparable services, and are granted similar privileges, to those companies which are regulated by the Missouri Public Service Commission under the Public Service Commission Law.

SECTION 2. That the City of St. Peters hereby calls on the Missouri Legislature to expand the Public Service Commission Law to include video service providers as utility services, and thus be regulated by the Missouri Public Service Commission.

SECTION 3. 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.

SECTION 4. This Resolution shall be in full force and take effect from and after the date of its approval.

Read and adopted this 14th day of September, 2023.

Len Pagano, As Presiding Officer and as Mayor

ATTEST: _____
Patricia E. Smith, City Clerk

RESOLUTION NO.

A RESOLUTION OF INTENT TO SUPPORT AN APPLICATION BY PHOENIX REAL ESTATE SERVICES, LLC TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR THE CONSTRUCTION OF SENIOR APARTMENT HOMES PLANNED FOR THE AREA KNOWN AS QUEENSBROOKE

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

WHEREAS, the City of St. Peters has a need for senior housing; specifically new construction, affordable housing; and there is a waiting list for Phase 1 of this development; and

WHEREAS, the land proposed is suitable to allow for use as senior housing, is “site ready”, and a site plan has been approved for the subject development; and

WHEREAS, Phoenix Real Estate Services, LLC is a private for-profit developer who developed Phase 1 of Queensbrooke Senior Apartments which is affordable housing for low income citizens; and

WHEREAS, Phoenix Real Estate Services, LLC will apply for Missouri Housing Development Commission permanent loan dollars and an allocation of low income housing tax credits; and

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

SECTION 1. That the St. Peters Board of Aldermen is expressing its support of Phoenix Real Estate Services, LLC in its efforts to build senior apartment homes in our community;

SECTION 2. That the St. Peters Board of Aldermen considers new construction, senior affordable housing a need and high priority;

SECTION 3. The St. Peters Board of Aldermen encourages development in this area and urges the Missouri Housing Development Commission to give consideration to Phoenix Real Estate Services, LLC’s request.

No.

Read and adopted this 14th day of September, 2023.

Len Pagano, As Presiding Officer and Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.