



**TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION MEETING
City of St. Peters Justice Center
1020 Grand Teton Drive, St. Peters, MO 63376
November 9, 2023 at 5:00 p.m.**

A. Communications from Board Members/Aldermanic Representatives

B. Board of Aldermen Items for Discussion

Unfinished Business Items: None

New Business Items: None

C. Mayor/City Administrator Items

Unfinished Business Items: None

New Business Items:

1. [Discussion / Aldermanic Attendance at Homeowner's Association Meetings](#) – Mayor
2. [City Code Amendment / Section 635.040 for Video Service Provider Fees](#) – Pratt
3. [Recommendation / Rec Plex Natatorium Skylight Replacement Project](#) – Benesek
4. [City Code Amendment / Adoption of 2021 International Codes/Repealing & Replacing Chapters of Title V: Building Construction](#) – Benesek
5. [Road Board Funding Agreement / Mid Rivers Mall Drive Culvert Replacement](#) – Benesek
6. [Engineering Services Agreement Amendment / Mid Rivers Mall Drive Culvert Replacement](#) – Benesek
7. [Agreement/CDBG CV3 Funding for Senior Center Roof & HVAC Replacement](#) - Benesek
8. [Recommendation / 2024 Hydrated Lime Purchase](#) – Haddock
9. Miscellaneous Updates – Malach
10. Board Meeting Agenda Item Revisions – Malach

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

E. Adjournment

Agenda Posted at City Hall: November 6, 2023

By: P. Smith, City Clerk

Next Work Session: December 21, 2023

Meeting is available for viewing at www.sptvnow.net

RBA FORM (OFFICE USE)

MEETING DATE: November 9, 2023

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

**Request for Board Action
By Mayor**

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

Brief Description: Discussion regarding subdivision trustees inviting elected officials to attend Homeowner's Association Meetings

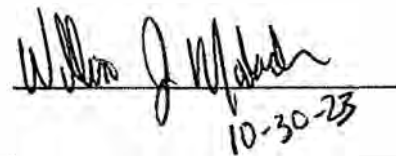
Staff: Recommended () Not recommended () No Position ()

Summary/Explanation: It has been brought to the attention of elected officials that some subdivision trustees would prefer to invite elected officials to attend their HOA meetings if needed, rather than automatically inviting them. Many times they feel aldermanic presence is not necessary.

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

RBA requested by: Mayor Len Pagano

CA: William J. Malach



RBA FORM (OFFICE USE)

MEETING DATE: 11/9/23

Regular () Work Session (x)

ATTACHMENT: YES (x) NO ()

Contract () Ordinance (x) Other ()

**Request for Board Action
By Staff**

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

Brief Description: Video Services Provider Fee Code Change

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

Summary/Explanation:

In 2007, the 94th Missouri General Assembly passed the "2007 Video Services Providers Act" establishing a state-wide franchise mechanism for Video Service Providers. The City adopted Ordinance 5045 in August of 2008 adopting regulations applicable to video service providers. In August of 2021, the Missouri General Assembly amended the 2007 Video Services Providers Act stepping down the fees franchises and therefore the City can collect. As such, we need to amend our City code to reflect these new fees allowed by the State.

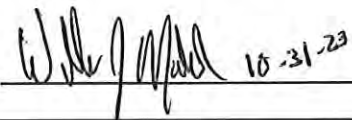
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted, etc.)

It is estimated that the City may lose approximately \$3,000 per year. However, this is dependent on who is classified as a Video Service Provider and how many people subscribe to/cancel different Video Service Providers.

RBA requested by: Cathy L. Pratt

CA: William J. Malach





ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 635.040 OF THE CITY OF ST. PETERS, MISSOURI CITY CODE RELATING TO VIDEO SERVICE PROVIDER FEES.

WHEREAS, the 94th Missouri General Assembly previously enacted Senate Bill 284, codified as Sections 67.2675 through 67.2714 RSMO., inclusive, (the “2007 Video Services Providers Act”) establishing a state-wide franchise mechanism for Video Service Providers; and

WHEREAS, the City of St. Peters on the 14th day of August 2008 enacted Ordinance No. 5045 adopting regulations applicable to video service providers; and

WHEREAS, the Missouri General Assembly on the 28th of August 2021 amended the “2007 Video Services Providers Act” adjusting the fees franchise entities are allowed to collect.

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

SECTION NO. 1. That Chapter 635 of the St. Peters City Code be and is hereby amended by deleting 635.040 in its entirety and enacting in lieu thereof the following:

- A. The City shall collect a video service provider fee equal to not more than five percent (5%) of the gross revenues charged to each customer of a video service provider that is providing video service in the City. The video service provider fee shall apply equally to all video service providers within the City.
- B. Beginning August 28, 2023, franchise entities are prohibited from collecting a video service provider fee in excess of four and one-half percent of such gross revenues. Beginning August 28, 2024, franchise entities are prohibited from collecting a video service provider fee in excess of four percent of such gross revenues. Beginning August 28, 2025, franchise entities are prohibited from collecting a video service provider fee in excess of three and one-half percent of such gross revenues. Beginning August 28, 2026, franchise entities are prohibited from collecting a video service provider fee in excess of three percent of such gross revenues. Beginning August 28, 2027, and continuing thereafter, franchise entities are prohibited from collecting a video service provider fee in excess of two and one-half percent of such gross revenues.
- C. Except as otherwise expressly provided in sections [67.2675 to 67.2714](#), RSMo., neither a franchise entity nor the City shall demand any additional fees, licenses,

gross receipt taxes, or charges on the provision of video services by a video service provider and shall not demand the use of any other calculation method.

- D. Not more than once per calendar year after the date that the incumbent cable operator's franchise existing on August 28, 2007, expires or would have expired if it had not been terminated pursuant to sections [67.2675 to 67.2714](#), RSMO., and no more than once per calendar year after the video service provider fee was initially imposed, the City may, upon ninety (90) days' notice to all video service providers, elect to adjust the amount of the video service provider fee subject to state and federal law, but in no event shall such fee exceed the calculation defined in subsections A and B of this section.
- E. The video service provider fee shall be paid to the City on or before the last day of the month following the end of each calendar quarter and shall be calculated as a percentage of gross revenues, as defined under Section **635.010** hereof. Any payment made pursuant to Section **635.440** hereof shall be made at the same time as the payment of the video service provider fee.
- F. Any video service provider shall identify and collect the amount of the video service provider fee and collect any support under Subsection **(H)** of Section **635.440** as separate line items on subscriber bills.

SECTION NO. 3. Effective Date.

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

SECTION NO. 4. Savings.

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

SECTION NO. 5. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, 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 21st day of December, 2023.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

RBA FORM (OFFICE USE)

MEETING DATE: November 9, 2023

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

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

Brief Description: Proposed ordinance authorizing the City Administrator to execute a contract for removal and replacement of the Rec-Plex North Natatorium skylights.

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

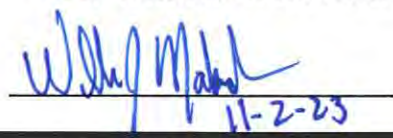
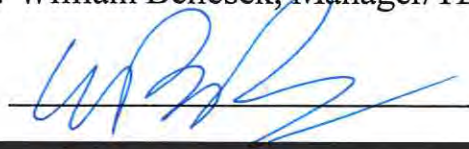
Summary/Explanation:

Please see the attached recommendation memo dated November 2, 2023.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
Approval of this recommendation will authorize the initial expenditure of \$309,258.
The FY 2024 Recreation Fund budget for this project is \$350,000.

RBA requested by: William Beneseck, Manager/TDS

CA: William J. Malach





CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BILL MALACH, CITY ADMINSTRATOR
FROM: BURT BENESEK, GROUP MANAGER- TDS *MM 11/2/23*
SUBJECT: REC-PLEX NORTH SKYLIGHT REPLACEMENT PROJECT (BID NO. 24-103)
BID RECOMMENDATION
DATE: NOVEMBER 2, 2023
CC: DAN EMRICK, GROUP MANAGER – PRS; JEREMY DEAN, FACILITIES MANAGER

Recommendation: I recommend the St. Peters Rec-Plex Natatorium Skylight Replacement Project (Bid No. 24-103) be awarded to the sole responsive and responsible bidder, Spec Pro, Inc., of Omaha, NE. Approval of this recommendation will authorize the award of a contract in the initial amount of \$309,258.00.

The FY 2024 Recreation Fund budget for this project is \$350,000.

Background: St. Peters Rec-Plex was built nearly 30 years ago. The roof system for the natatorium portion of the building includes two large skylight systems that are original to the building. The existing skylights were inspected in 2020 and then again in 2023 to assess their condition. These inspections concluded that the existing skylights can no longer be repaired and require replacement. Removal and replacement will correct leaking and other performance issues currently being experienced, while also improving energy efficiency an aesthetics.

These skylight replacements were identified in the Rec-Plex North building's five year capital improvement plan and \$350,000 was budgeted as part of the FY2024 Recreation Fund budget.

On November 1, 2023, the City received one bid from Spec Pro, Inc., of Omaha, NE, for \$309,258.00. The project was publically advertised and bid advertisements were sent directly to 3 qualified contractors. Given the size and location of the skylights to be replaced, there are few contractors qualified and capable of performing the specified work. Spec Pro was one of the contractors contacted directly and was the only contractor to attend a non-mandatory pre-bid meeting held for the project. Spec Pro, Inc. is a nationally recognized commercial window and skylight contractor, providing design, maintenance, repair and installation services. Staff reviewed the bid proposal and spoke with representatives from Spec Pro. The company has the staff, resources and experience to complete the St. Peters Rec-Plex Natatorium Skylight Replacement Project (Bid No. 24-103) as specified.

RBA FORM (OFFICE USE)

MEETING DATE: November 9, 2023

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: Various ordinances updating St. Peters City Code related to residential and commercial building construction and property maintenance.

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

Summary/Explanation: Current St. Peters building and construction codes and standards related to residential building construction and property maintenance adopt various 2015 International Code Council® (ICC) and 2014 National Electric Code (NEC) standards with certain amendments. To remain current with industry design, construction and safety practices, as well as remain consistent with St. Charles County and area municipalities, Central County Fire and Rescue District and Cottleville Fire Protection District, updating of St. Peters City Code related to residential and commercial building construction and property maintenance is recommended.

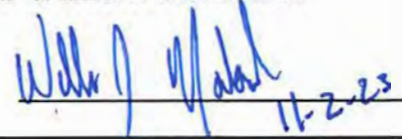
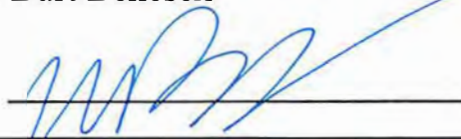
The proposed ordinances will update City Code Sections 504, 505, 506, 507, 510, 513, 515, 516, 520, 523, 525, and 527, adopting 2021 ICC, 2020 NEC standards, and 2020 NSSA Standards for Storm Shelters with certain amendments necessary for specific application in the City of St. Peters. The proposed ordinances will also update City Code Section 410 regarding Floodplain Management to correct section reference.

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

None

RBA requested by: Burt Benesek

CA: William J. Malach



RBA FORM (OFFICE USE)

MEETING DATE: November 9, 2023

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: An ordinance to authorize the Mayor of the City of St. Peters to enter in to an agreement with St. Charles County for use of St. Charles County transportation sales tax funds for design of the 828 Mid Rivers Mall Drive Culvert Replacement Project.

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

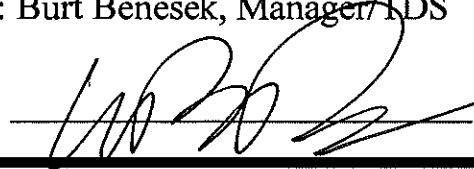
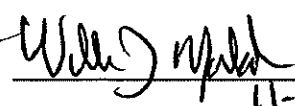
Summary/Explanation: The City of St. Peters has been award reimbursement funds through the St. Charles County Road Board for design of the 828 Mid Rivers Mall Drive Culvert Replacement project. The project will remove and replace an existing box culvert located under Mid Rivers Mall Drive and just north of 828 Mid Rivers Mall Drive. The new culvert will be improved to meet current design standards. The project will also remove and replace existing pipes with a new box culvert serving the north entrance of Mid Rivers Christian Church. These improvements are intend to address local flooding that can occur in the area during heavy rain events.

In order to be eligible to receive said reimbursement funds, execution of a funding agreement with St. Charles is required.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Execution of each funding agreement will allow the City of St. Peters to be eligible for reimbursement funding as follows:

County (50%)	\$83,497.50
City: (50%):	\$83,497.50
Total:	\$166,995.00

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

  11-8-23

RBA FORM (OFFICE USE)

MEETING DATE: November 9, 2023

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

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

Brief Description: Proposed ordinance authorizing the City Administrator to execute an amendment to an engineering services agreement for the 828 Mid Rivers Mall Drive Culvert Replacement Project.

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

Summary/Explanation:

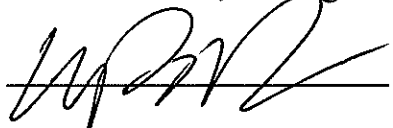
Please see the attached memo dated November 2, 2023.

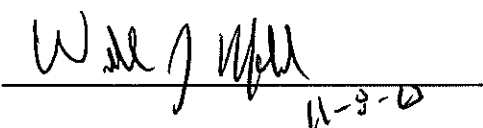
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Approval of this engineering services agreement amendment will authorize a \$166,995.00 increase in the contract value and corresponding FY24 Transportation Trust Fund budget adjustment.

This amendment is eligible for 50% St. Charles County Road Board Reimbursement, up to \$83,497.50. Below is a summary of the contract changes to date:

	County	City	Total
Original:	\$0.00	\$91,000.00	\$91,000
Amendment 1 (Proposed):	\$83,497.50	\$83,497.50	\$166,995
Total:	\$83,497.50	\$174,497.50	\$257,995

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




11-9-23



INTEROFFICE MEMORANDUM

TO: WILLIAM J. MALACH, CITY ADMINISTRATOR
FROM: WILLIAM B. BENESEK, MANAGER/TDS *WB 11/2/23*
SUBJECT: RFQ 22-22343 - 828 MID RIVERS MALL DRIVE CULVERT
REPLACEMENT ENGINEERING SERVICES SUPPLEMENTAL
AGREEMENT NO. 1 – REITZ & JENS
DATE: NOVEMBER 2, 2023
CC: AMANDA RICH, DIRECTOR OF TRANSPORTATION

Recommendation: I recommend execution of an amendment to the agreement with Reitz & Jens, Inc. to perform additional engineering services for the 828 Mid Rivers Mall Drive Culvert Replacement Project in the amount of \$166,995.00. The proposed additional design services are to evaluate the drainage area and design a replacement box culvert or bridge under Mid Rivers Mall Drive north of Countryside Drive. This work was not anticipated or included in the original scope of work. Below is a summary of the contract changes to date:

Original:	\$91,000.00
Amendment 1 (proposed):	\$166,995.00
Total:	\$257,995.00

The cost of the work associated with design Supplemental Agreement No. 1 is eligible to receive 50% reimbursement through a St. Charles County Road Board funding agreement as shown below:

County (50%):	\$83,497.50
City (50%):	\$83,497.50
Total:	\$166,995.00

The funds for this amendment will come from the Transportation Trust Fund and be incorporated into the FY 2024 budget as part of a future budget adjustment.

Background: On April 28, 2022 the City approved Ordinance 7621 to retain Reitz & Jens, Inc. to perform engineering services to evaluate the drainage area along Mid Rivers Mall Drive and 828 Mid Rivers Mall Drive. The purpose of the study was to determine improvements needed to reduce the frequency of flooding in the area and provide recommendations for a replacement box culvert serving the north driveway for Mid Rivers Christian Church.

This study found that increasing the size of the box culvert, located under Mid Rivers Mall Drive and just north of 828 Mid Rivers Mall Drive, would aid in improvement the storm water drainage issues along this portion of Mid Rives Mall Drive. With this information, staff requested a proposal from Reitz & Jens to size and design the Mid Rivers box culvert replace and account for planned drainage channel improvements to be performed west of mid Rivers Mall Drive and improvements to be performed along 828 Mid Rivers Mall Drive. Staff then requested the additional design services be considered from St. Charles County Road Board funding.

The additional design services, valued at \$166,995.00, has been awarded 50% St. Charles County Road Board reimbursement funding. With completion of design, the project will be submitted for construction funding.

RBA FORM (OFFICE USE)

MEETING DATE: November 9, 2023

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: An ordinance to authorize the City Administrator of the City of St. Peters to enter in to an agreement with St. Charles County for use of Community Development Block Grant (CDBG) CV3 Funding for Mayor Tom Brown Senior Center Roof and HVAC Equipment Replacements

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

Summary/Explanation: The City of St. Peters has been awarded reimbursement funding by St. Charles County, utilizing Community Development Block Grant (CDBG) CV-3 funds. The funds have been awarded to replace the asphalt shingle roof, as well as 3 roof top HVAC systems, at the Mayor Tom Brown Senior Center. Said replacements are identified in the facility's adopted five year capital improvement plan.

In order to be eligible to receive said reimbursement funds, execution of a funding agreement with St. Charles County is required.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Execution of this agreement will allow the City of St. Peters to be eligible to receive up to \$185,000 for said roof and HVAC system replacements.

Approval will authorize a corresponding FY2024 budget adjustment within the General Fund.

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



Exhibit A

AGREEMENT BETWEEN SAINT CHARLES COUNTY, MISSOURI AND THE CITY OF ST. PETERS

FOR PROVIDING SERVICES USING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-CV3) FUNDING

THIS AGREEMENT is entered by and between St. Charles County (hereinafter called “Grantee” or “County”) and THE CITY OF ST. PETERS (hereinafter called “Subrecipient”), and is effective this _____ day of _____, _____ (“Effective Date”).

WHEREAS, the Grantee has applied for and been granted funds made available through the Community Development Block Grant (CDBG) Program of the United States Department of Housing and Urban Development (hereinafter called “Grantor” or “HUD”) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, in 2020, County received a supplemental allocation of Community Development Block Grant (CDBG-CV1) funds to prevent, prepare for, and respond to the COVID-19 pandemic. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was signed by President Donald J. Trump on March 27, 2020; and

WHEREAS, in 2021, the Grantor has allocated to Grantee an additional allocation of Community Development Block Grant (CDBG-CV3) funds made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act); and

WHEREAS, the Grantee shall make available to the Subrecipient an allocated amount of CDBG-CV3 funds as provided for in Grantee’s amended 2019 Annual Action Plan for St. Charles County; and

WHEREAS, the Grantee and Subrecipient hereby agree to establish the responsibilities and obligations governing the Subrecipient’s utilization of the CDBG-CV3 funds that are to prepare for prevent and respond to the COVID-19 pandemic.

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

I. SCOPE OF SERVICES

A. Activities: Subrecipient shall be responsible for managing CDBG-CV3 funded activities for Program Year 2019 in a manner satisfactory to the Grantee and consistent with the standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant COVID 19 Program:

Program Delivery, Activity 1. Replace roofing and HVAC Systems of the Subrecipient's Senior Centers to enable resilience to the effects of coronavirus in the future by improving indoor quality. Budget: \$185,000 dependent on all applicable approvals.

General Administration. Subrecipient shall maintain records demonstrating compliance with Section VII, Administrative Requirements, of this Agreement. Subrecipient shall submit invoices for payment with necessary documentation to the CDBG program's administrator, the City of St. Charles (hereinafter "CDBG administrator"), to be reimbursed and/or advanced costs to delivery Activities and in accordance with Section III of this Agreement.

B. CDBG National Objectives to Be Met. All activities funded with CDBG funds must document that one or more of the CDBG program's three National Objectives, as recited in Section VII.B.6 of this Agreement, are being met.

C. Performance Monitoring: CDBG Administrator will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance 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 CDBG Administrator, the Grantee will begin suspension or termination procedures for this Agreement.

II. TIME OF PERFORMANCE

This Agreement will be in effect for CDBG Program year 2019, ending 12 months after the Effective Date of the Agreement. The term of this Agreement and the provisions herein shall be extended 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 sub-recipient to transfer funds to another approved program as allowed by the Grantee's Citizen Participation Agreement.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed one hundred and eighty-five thousand dollars, and zero cents (\$185,000.00). Drawdowns for the payment of eligible expenses may be made weekly or monthly against the budgeted amount(s) specified in Paragraph I.A. herein. Drawdowns shall be made in accordance with performance and with required documentation, including forms provided by the CDBG Administrator used for on-going monitoring purposes. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph I.A. and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110 (as relocated to 2 CFR Part 215).

IV. NOTICES

Communications, details concerning this contract, and invoices shall be directed to the following contract representatives:

CDBG Administrator

Kathleen Thompson,
CDBG Administrator

St. Charles County, Missouri
200 North Second Street, Room 303
St. Charles, MO 63301
636-949-3214
Kathleen.Thompson@stcharlescitymo.gov

Subrecipient

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

V. SPECIAL CONDITIONS

Subrecipient agrees to comply with the requirements of 24 CFR Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations.

Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available and to comply with specific CARES Act requirements such as preventing duplication of benefits.

VI. GENERAL CONDITIONS

A. General Compliance.

The Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract.

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.

Subrecipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this contract. Neither Subrecipient nor Subrecipient's employees will be considered employees for the County for Workers' Compensation purposes.

E. Insurance & Bonding.

Subrecipient shall carry sufficient insurance 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 OMB Circular A-110 as relocated to 2 CFR Part 215.31 et seq.

F. Grantor Recognition.

The Subrecipient shall ensure recognition of Grantee's role in providing services through this contract. All activities, facilities and items utilized pursuant to this contract 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 contract.

G. Amendments

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

Grantee may, in its discretion, amend this Agreement to conform with federal, state, or local governmental 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

Either party may terminate this contract any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A. above may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee contracts in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said

contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the of OMB Circular A-110 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," or A-21, "Cost Principles for Educational Institutions," as applicable (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR part 200, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") 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 Part 570.506, and 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 and clients served.
- 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 Part 570.502, and OMB Circular A-110 (as relocated to 2 CFR Part 215).
- g. Other records necessary to document compliance with 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be

retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment.

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 contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the following CDBG program's national objectives: (1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meeting Community Development needs having a particular urgency - as defined in 24 CFR Part 570.208.

6. Close-Outs

Subrecipient 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 receivable accounts to the Grantee, and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and made 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 OMB Circular A-133 requirements (as relocated to 2 CFR part 200, subpart F).

C. Reporting and Payment Procedures

1. Budgets

The Subrecipient will submit a detailed contract budget of a form and content prescribed and approved by Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time in accordance with existing County policies.

2. Indirect Costs

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

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. The Grantee utilizes a “reimbursement process” for all subrecipients participating in the CDBG Grant Program. The Subrecipient shall submit a request for reimbursement signed by its certifying financial official and an invoice along with a completed *Performance Measure Data Statistics and Demographics Form* provided with this agreement, client application with the Self Certification of Income form, and HUD race form.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried out in accordance with the requirements of 2 CFR 200 and with the written procurement requirements of the subrecipient, the more restrictive of which shall apply.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

Subrecipient shall comply with current Grantee policy concerning the purchases of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (2 CFR part 200) or with the “Common Rule” provisions for non-profit organizations (2 CFR part 200), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations (24 CFR Part 570). The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations (2 CFR part 200 or 2 CFR part 200 as applicable) and shall provide a copy of said procurement procedures and evident of governing board adoption. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. Conflict of Interest Statement

Subrecipient shall retain documentation that no employee, agent, consultant, officer or elected or appointed official of the agency will obtain any personal or financial interest or benefit from the CDBG assisted activity. The intent behind conflict of interest provisions is to ensure that all funding decisions are made on their own merits. It is a conflict of interest for any employee, agent, consultant, officer, or elected or appointed official to provide inside information or participate in approving a Loan or Grant action when the person has business ties with the applicant or is a member of his/her immediate family. “Immediate family” is generally defined as the employee, spouse and children any marriage of either),

parents and siblings, by blood or marriage-mother/father, step mother/father, mother/father-in-law, sister/brother, step sister/brother, sister/brother-in-law.

3. Section 504 Self-Evaluation Study

Subrecipient shall provide a copy of Section 504 Self-Evaluation Study regarding compliance with Section 504 accessibility standards.

VIII. PERSONNEL & PARTICIPANT

A. Civil Rights

1. Compliance

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 reference 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. Section 504

Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 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 contract.

4. Section 3

Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as amended by the Housing and Community Development Act of 1992 (1992 Act). The 1992 Act required that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons, in particular those businesses that provide economic opportunities for these persons.

B. Affirmative Action

1. Approved Plan

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, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such

program. The Subrecipient shall submit a plan for Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority-Owned Business Enterprises

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 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 other contract or understanding, a notice, 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

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 sub-Subrecipient or vendor.

The subrecipient must identify all subcontractors, if any, and outline the contractual relationship between the subrecipient and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. County must approve the Subrecipient's subcontracting any portion of the services to be provided under the Agreement. The Subrecipient is responsible for the performance of any obligations that may result from this Agreement and shall not be relieved by the non-performance of any subcontractor.

The CDBG Administrator and Subrecipient's designated inspector will inspect the property and review the bids that have been submitted both prior to and after the work has been completed.

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; sectarian, or religious activities, lobbying, political patronage, and nepotism activities.

2. Occupational Safety and Health Act

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

D. Conduct

1. Assignability

Subrecipient shall not assign or transfer any interest in this contract 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. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this contract, 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.

3. Conflict of Interest

Subrecipient agrees to abide by the provisions of 2 CFR part 200 and 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Subrecipient further covenants that in the performance of this contract no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

4. Subcontracts

a. Approvals

Subrecipient shall not enter 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

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

c. Content

Subrecipient shall cause all of the provision 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

Subrecipient shall undertake to ensure 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.

5. Copyright

If this contract results in any copyrightable material, 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 for government purposes.

6. Religious Organization

Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

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

Executed by Subrecipient (City of St. Peters) the _____ day of _____, _____.

Executed by Grantee (County) the _____ day of _____, _____.

CITY OF ST. PETERS, MISSOURI

ST. CHARLES COUNTY, MISSOURI

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

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

Director of Finance

Date

RBA FORM (OFFICE USE)

MEETING DATE: 11/9/23

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: Blanket Purchase Order to Mississippi Lime for rotary hydrated lime purchase for the St. Peters Water Treatment Plant.

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

Summary/Explanation: The City budgets for 1,400 tons of hydrated lime annually for treating the groundwater supply at the City's water treatment plant. The annual estimated usage for 2024 is 1,330 ton, and a cost increase is anticipated. Mississippi Lime is the only provider of hydrated lime in eastern Missouri. Requesting approval for a sole source purchase of hydrated lime from Mississippi Lime, in an amount up to the budgeted amount of \$391,000.

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

The FY24 Water/Sewer Fund has \$391,000 for the purchase of hydrated lime.

RBA requested by:

Shadock 11.1.23

CA:

William J. [Signature] 11.1.23