



TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE
ST. PETERS, MO 63376
OCTOBER 8, 2020 AT 4:00 P.M.

A. Judicial Update by Judge Don Kohl and Prosecutor Lorna Frahm in Justice Center Training Room from 4:00 – 5:00 p.m.

B. Communications from Board Members/Aldermanic Representatives

C. BOA Items for Discussion

Unfinished Business Items: None

New Business Items:

1. [Discussion/ Golf Carts on Roads](#) – Sartorius/Bateman

D. Mayor/City Administrator Item

Unfinished Business Items:

1. [Update/ City Code Editorial and Code Analysis/ 10-Year Review](#) – Young/Pratt/Smith

New Business Items:

2. [2020 CDBG Subrecipient Agreement with St. Charles County](#) – Benesek
3. [City Code Amendments to Ch 705 Backflow Prevention Devices on the Public Water System](#) – Benesek
4. [Amendment to City of St. Peters Building Code Ch 505](#) – Benesek
5. [Chapter 210 Article X Offenses Concerning Minors](#) – Smith
6. [Amendment to City Code Chapter 405 Zoning and Subdivision Regulations](#) – Powers
7. [Recommendation/ Power System Study Professional Services](#) – Malach
8. [Intergovernmental Agreement/ St. Charles County Digital P25 Land Mobile Radio System](#) – Struttmann
9. [Secretary of State/Records Retention Schedule](#) – Smith
10. Miscellaneous Updates – Batzel
 - [Salt River Road/370 Interchange Improvements](#) – Benesek
 - [Update/City Code Amendments to Chapters 605 and 615 Regarding Body Art](#) – Benesek

11. Board Meeting Agenda Item Revisions – Batzel

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

D. Adjournment

AGENDA Posted at City Hall: October 5, 2020
By: P. Smith, City Clerk

Next Work Session: October 22, 2020

RBA FORM (OFFICE USE)

MEETING DATE: October 8, 2020

Regular () Work Session (x)

ATTACHMENT: YES () NO (x)

Contract () Ordinance () Other ()

**Request for Board Action
By Alderman**

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

Brief Description: Discussion of feasibility of legalizing golf carts on roads 25 MPH or less (no trails or sidewalks) in St. Peters

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

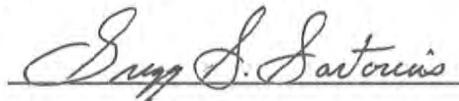
Summary/Explanation:

Discussion to include further study of pros and cons, comparing guidelines and restrictions in nearby cities, and statistics on accidents and injuries.

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

RBA requested by: Alderman Sartorius

CA: Russell W. Batzel





Alderman Bateman



BILL NO. ____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTION 125.020(A)(3) OF THE CITY CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 125.020(A)(3); AND PROHIBITING EMPLOYMENT BASED ON NEPOTISM

WHEREAS, the Board of Aldermen finds and determines that it in the interest of the City to avoid potential conflicts of interest between work-related and family-related obligations; reduce favoritism or even the appearance of favoritism; prevent family conflicts from affecting the workplace; decrease the likelihood of sexual harassment in the workplace; and prevent the deterioration of morale amongst employees of the City; and

WHEREAS, the Board of Aldermen further finds and determines that prohibiting nepotism in the hiring practices of the City is rationally related to the above stated interests of the City;

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

SECTION NO. 1. That Section 125.020(A)(3) of the of the St. Peters City Code be and is hereby amended by deleting 125.020(A)(3) in its entirety, and enacting, in lieu thereof, a new Section 125.020(A)(3), to read as follows:

125.020 POLICIES

...

3. *Nepotism.* Relatives of the Mayor, members of the Board of Aldermen, the City Administrator, Group Managers or any City employee are ineligible for employment with the City of St. Peters. Notwithstanding the foregoing, employees that are ineligible for vacation, including but not limited to, Service Representatives, Municipal Youth, Interns, Board and Commission members, volunteers, temporary, seasonal and contract workers, are exempted from this provision provided they are not related to the Mayor, any member of the Board of Aldermen, the City Administrator, or any Group Manager. No employee may hire or directly supervise a relative.

- a. If employees in the same work unit marry or cohabitate as a couple, the two employees will be given the option of deciding who will transfer, if possible, or who will terminate employment. If the decision cannot be made by the two employees, seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated.

- b. On or after October 8, 2020, if employees in the same work group marry or cohabitate as a couple, the City Administrator will review the employment status to assure that there exists no supervisory authority of one relative over another and that there is no adverse impact to productivity or performance if the employees remain in the same work group. If the City Administrator determines that such supervisory authority exists or that there would be an adverse impact to productivity or performance in allowing the employees to remain in the same work group, the employees will be given the option of deciding who will transfer, if possible, or who will terminate employment. If the decision cannot be made by the two employees, seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated.
- c. On or after October 8, 2020, if related employees are transferred into the same work group or employees in the same work group become relatives for reasons other than marriage to one another or cohabitation as couples, the City Administrator will review the employment status to assure that there exists no supervisory authority of one relative over another and that there is no adverse impact to productivity or performance if the employees remain in the same work group. If the City Administrator determines that such supervisory authority exists or that there would be an adverse impact to productivity or performance in allowing the employees to remain in the same work group, the employees will be given the option of deciding who will transfer, if possible, or who will terminate employment. If the decision cannot be made by the two employees, seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated. Under no circumstance will the related employees work under the direct supervision of the same immediate supervisor.
- d. The City Administrator is hereby authorized to establish policies in furtherance of this subsection.
- e. The term “*relative*” as used in this subsection shall include any relative within the fourth degree, by consanguinity or affinity, including spouses (including cohabitating couples) and the person covered by this subsection and his or her spouse’s mother, father, daughter, son, sibling, grandparent, grandchild, great grandparent, great grandchild, aunt, uncle, great aunt, great uncle, niece, nephew, great-great grandparent, great-great grandchild, grandniece, grandnephew and first cousin, including in-laws, half relationships and step relationships. Relationships created by adoption are included.
- f. The term “work group” as used in this subsection shall mean one of the City’s main operations, led by a Group Manager as defined in the City’s organizational structure.

- g. The term “work unit” as used in this subsection shall mean a unit or team of employees that have been assigned to accomplish specific tasks within a work group. What constitutes a work unit shall be determined as set forth in the policies established by the City Administrator from time to time.
- h. The term “seniority” as used in this subsection shall mean time with the city based on hire date as a regular full-time or regular part-time employee.

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

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

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

Read two times, passed, and approved this 8th day of October, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest:

Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING CHAPTER 135 OF THE CITY CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW CHAPTER 135; AND ENACTING A PURCHASING POLICY FOR THE CITY

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

SECTION NO. 1. That Chapter 135 of the of the St. Peters City Code be and is hereby amended by deleting Chapter 135 in its entirety, and enacting, in lieu thereof, a new Chapter 135 to read as follows:

Section 135.010 Authority of Director of Finance.

The Director of Finance is hereby empowered to prescribe and maintain such forms and procedures as he/she finds necessary to accomplish his/her function. The Director of Finance is also authorized to reject any and all bids or proposals and waive any informalities or irregularities in order to safeguard the public interest and to deal effectively with conditions such as unsatisfactory bids and collusion.

Section 135.020 General Purchasing Procedure.

- A. The quantitative criteria for determining the degree of formality to be observed for each particular purchase (unless provided for specifically in Section 135.060 – Professional Services) by the City is set out as follows:
 - 1. *Purchases three thousand dollars (\$3,000.00) or less.* Contemplated purchases or contracts for services valued at three thousand dollars (\$3,000.00) or less may be procured under procedures established by the Director of Finance of the City.
 - 2. *Purchases over three thousand dollars (\$3,000.00) to twenty-five thousand dollars (\$25,000.00).* For contemplated purchases or contracts for services valued in excess of three thousand dollars (\$3,000.00) and up to, and including, twenty-five thousand dollars (\$25,000.00), the Director of Finance shall cause the solicitation of at least three (3) written bids for the item or items or services. The execution of the bid requirement should be documented. He/she may then award the purchase or contract of services to the lowest responsible bidder who submits a responsive bid which is most advantageous to the City (hereafter referred to as the lowest responsible bidder).
 - 3. *Purchases over twenty-five thousand dollars (\$25,000.00).* Whenever any contemplated purchase or contract for services is valued over *twenty-five thousand dollars (\$25,000.00)*, the Director of Finance shall direct a notice inviting bids to be published in at least one (1) issue of a newspaper of general circulation. The notice herein required shall include a general description of the articles to be

purchased or services performed and the time and place for opening bids. Nothing in this section is meant to preclude the use of other means of notice as needed to solicit interest in the project.

Section 135.030 Authority of Director of Finance To Apply More Formal Procedures — Criteria For Selection of Lowest Responsible Bidder — Local Bidder Preference.

- A. The Director of Finance shall not be precluded from applying more formal procedures in a particular situation than those called for under the prescribed requirements.
- B. Notwithstanding any provisions of this Chapter to the contrary, procurement activities involving the expenditure of federal funds must be conducted in compliance with applicable federal laws and regulations, including, but not necessarily limited to, the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326, unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Should the City of St. Peters have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

Notwithstanding any provisions of this Chapter to the contrary, procurement activities must be conducted in compliance with applicable state laws and regulations, including, but not necessarily limited to, Sections 34.073 and 34.076, RSMo., as amended. Should the City of St. Peters have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States. This provision applies to each contract for the purchase or lease of manufactured goods or commodities, and each contract for construction, alteration, repair, or maintenance of any public works for expenditures \$25,000.00 or greater. This shall not apply when the specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements, or obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent. The Mayor shall certify in writing pursuant to the Missouri Domestic Products Procurement Act that the City has adopted a formal written policy to encourage the purchase of products manufactured, assembled or produced in the United States and it is the intent of the Board of Aldermen that, by virtue of the adoption of the policy stated in this Section, that Section (3) of the Missouri Domestic Products Procurement Act shall not apply to the City, pursuant to the provisions of that Act.

- C. The following criteria for selection of the lowest responsible bidder shall be considered:
 - 1. Responsibility of bidder.
 - a. The financial stability of the bidder.
 - b. Production capability of the bidder.
 - c. Ability of the bidder to deliver or perform on a timely basis.

- d. Quality of past performance on contracts or services.

In making purchases or accepting bids, the City shall give preference to all licensed businesses in the City of St. Peters, St. Charles County or the State of Missouri when quality and other terms of the purchase are equal or better than the proposed or delivered price. Preference for licensed businesses in the City of St. Peters will be given if the proposed or delivered price is within five percent (5%) of the lowest price but not to exceed one thousand dollars (\$1,000.00) maximum.

2. *Responsiveness of bidder.*
 - a. Conformity of specifications, terms and conditions to those in the invitation of bids.
 - b. Absence of unilateral mistakes or obvious errors made in calculating or presenting figures.
 - c. Reasonableness of price.

Section 135.040 Exceptions To Bid Procedure.

- A. Notwithstanding the provision of Section **135.020** of this Chapter, purchase of items or services pursuant to this Chapter may be made which are not in conformity with Section **135.020** under the following circumstances:
 1. *Single-source purchases.* In the event there is only one (1) acceptable vendor capable of furnishing a particular service or commodity, the Director of Finance shall be authorized to direct procurement of such service or commodity without bidding. The Director of Finance shall document the particular facts which make the item a single-source purchase, and the City Administrator must approve the purchase. The reason for avoiding single-source purchases is to avoid bias or preference for a particular product made by a particular company.
 2. *Equipment or system compatibility/standardization purchases.* Defined as “requirements of performance compatibility/standardization with existing commodities or services”. The services involve the purchase, repair, modification, maintenance or calibration of equipment, hardware or software when they are to be manufactured or performed by a specific manufacturer (or an authorized dealer) in order to maintain a warranty, system compatibility and/or system standardization. The Director of Finance shall maintain a written record of the circumstances surrounding such purchases and the City Administrator must approve the purchases.
 3. *Emergency purchases.* Where an emergency situation requires immediate purchase of supplies or services and time is of the essence, the Director of Finance shall be

authorized to procure the supplies or services needed without bidding. The Director of Finance shall maintain a written record of the circumstances surrounding emergency purchases and the City Administrator must approve the purchases.

4. *Situations calling for competitive negotiations.* Where it can be demonstrated that the City receives the best value on a purchase through informal discussion and bargaining rather than through the conventional bidding process, the Director of Finance shall not be required to follow the conventional bidding process exclusively. Such purchases shall be documented by the Director of Finance and approved by the City Administrator. Examples would include, but not be limited to, circumstances when time is a crucial factor, when the procurement involves high technology items, or when there is obvious inherent economy in purchasing from a particular vendor.
5. *Cooperative purchasing.* Established purchasing procedures should not apply to purchases made by, through, or with the Division of Procurement of the State of Missouri or any other governmental agency or unit with whom the City is permitted to engage in cooperative purchasing. Such purchases shall be documented by the Director of Finance and approved by the City Administrator.
6. *Confidential expenditures.* Confidential expenditures such as payments to informants, purchase of materials as evidence (such as narcotics), or other uses as may be required by law enforcement personnel working in an undercover capacity cannot be subject to normal purchasing procedures. All disbursements made shall be documented by written vouchers showing date, amount, and nature of expenditure, signature of requesting officer or agent, and approval of the Chief of Police and the City Administrator.
7. *Waiver.* The Mayor and the Board of Aldermen may waive any and all of the aforementioned procedural requirements of this Section if such waiver is determined to be in the best interest of the City.

Section 135.050 Blanket Purchase Orders.

Blanket purchase orders may be authorized by the City Administrator to facilitate purchasing items on credit from businesses to allow multiple delivery dates over a period of time to take advantage of predetermined pricing competitively procured.

Section 135.060 Professional Services

- A. *Definitions.* The following words and/or phrases shall have the following meanings as set out herein:

FIRM

Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, engineering, or land surveying and provide

said services.

PROFESSIONAL SERVICES

Those services within the scope of practice of architecture, engineering, or land surveying, or those performed by any architect, professional engineer, or registered land surveyor in connection with this profession, employment or practice.

B. General Selection Procedures

1. *Professional Services Degree of Formality.* The quantitative criteria for determining the degree of formality to be observed for each particular class of professional service is set out as follows:
 - a. *Class A.* Contemplated professional services anticipated to cost ten thousand dollars (\$10,000.00) or less may be selected under procedures established by the Director of Finance of the City consistent with the requirements of this Section.
 - b. *Class B.* Contemplated professional services anticipated to cost in excess of ten thousand dollars (\$10,000.00) and up to and including seventy-five thousand dollars (\$75,000.00) the Director of Finance shall cause firms to be invited to submit statements of qualifications for the professional services.
 - c. *Class C.* Whenever contemplated professional services is anticipated to cost in excess of seventy-five thousand dollars (\$75,000.00) the Director of Finance shall cause notice inviting firms to submit statements of qualifications to be published in one (1) issue of a newspaper of general circulation in the City. The notice herein required shall include a general description of the professional services to be performed and a statement of the time and place when and where the statement of qualifications will be received. Nothing contained herein shall preclude the use of other means as needed to solicit interest in the project by qualified firms.
2. *Statement of Qualifications and Performance.* Present provisions of law notwithstanding, in the procurement of professional services, the Director of Finance shall encourage firms engaged in the lawful practice of their professions to annually submit a statement of qualifications and performance data to the City. Whenever a project requiring professional services is proposed for the City, the City shall evaluate current statements of qualifications and performance data of firms on file together with those that may be submitted by other firms regarding the proposed project. In evaluating the qualifications of each firm the City shall use the following criteria:
 - a. The specialized experience and technical competence of the firm with

respect to the type of services required;

- b. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
- c. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; and
- d. The firm's proximity to and familiarity with the area in which the project is located.

3. *Negotiation for Contract.*

- a. The City shall list three highly qualified firms. The City shall then select the firm considered best qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.
- b. For a basis for negotiations the City shall prepare a written description of the scope of the proposed services.
- c. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated. The City shall then undertake negotiations with another of the qualified firms selected. If there is a failing of accord with the second firm, negotiations with such firm shall be terminated. The City shall then undertake negotiations with the third qualified firm.
- d. If the City is unable to negotiate a contract with any of the selected firms, the City shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, again compile a list of qualified firms and proceed in accordance with this Section.

C. *Exceptions.* Except where otherwise required by state or federal law, in view of the fact that special conditions will occasionally arise that make use of this policy impractical, there can be exceptions made by the City Administrator. Special conditions may include, but shall not be limited to, emergency situations which preclude the time frame required in this policy, or an extremely specialized need in which there is only one (1) feasible source of expertise. Said exceptions shall be documented and approved by the City Administrator in writing.

D. *Compensation Or Fee.* Compensation or fees for professional services will include all services to be rendered to the City by the firm, with the exception of certain pass through expenses that will be identified by contract, if applicable, and it will be calculated by one (1) of the following methods, at the preference of the City:

1. Lump sum or fixed fee.
2. Cost per unit.
3. Hourly basis with total not to exceed a fixed amount.

E. *Prohibition Against Contingent Fees.*

1. Each contract entered into by the City of St. Peters for professional services shall contain a prohibition against contingent fees as follows:

"No firm shall retain a person to solicit or secure a City contract for professional services upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business."

2. For the breach or violation of the foregoing provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- F. *Use Of Procedures.* The City shall have the right to negotiate amendments to a project and/or to negotiate new contracts with a selected firm for additional projects requiring that expertise for a period not to exceed three (3) years. After three (3) years, this procedure shall be used again for selection of professional services.

- G. *Waiver.* The Mayor and the Board of Aldermen may waive any and all of the aforementioned procedural requirements of this Section if such waiver is determined to be in the best interest of the City.

Section 135.070 Authority of Mayor and City Administrator.

- A. Except for those contracts or agreements that require approval of the Board of Aldermen pursuant to this Chapter of Section 70.230, RSMo., the City Administrator is authorized to enter into agreements or contracts on behalf of the City calling for expenditures of up to one hundred thousand dollars (\$100,000.00), provided, that the authorization expenditure for professional services shall be seventy-five thousand dollars (\$75,000.00).

1. The City Administrator may delegate his/her authority to approve procurements under Sections **135.020** and **135.060(B)** to Group Managers or other City staff.

- B. All such contracts or agreements procured under Section 135.020 that exceed one hundred thousand dollars (\$100,000.00) and contracts or agreements procured under Section 135.060 that exceed seventy-five thousand dollars (\$75,000.00) shall require authorization by the Board of Aldermen.

Section 135.080 Real Estate.

Nothing contained in this Chapter shall be construed to govern the purchase or acquisition of real estate, rights-of-way, easement, licenses, or any other interest of land.

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

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

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

Read two times, passed and approved this 8th day of October, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____

Patricia E. Smith, City Clerk

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF ST. PETERS; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE

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

Section 1. That pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII each inclusive, of the "Code of Ordinances of the City of St. Peters" is hereby adopted and enacted as the "Code of Ordinances of the City of St. Peters"; which shall supersede all other general and permanent ordinances of the City passed on or before May 28, 2020, to the extent provided in Section 3 hereof.

Section 2. That all provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

Section 3. That all ordinances of a general and permanent nature of the City adopted on final passage on or before May 28, 2020, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

- a. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City;
- b. Ordinances levying taxes or making special assessments;
- c. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses;
- d. Ordinances granting franchises or rights to any person, firm or corporation;
- e. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places;
- f. Ordinances authorizing or relating to particular public improvements;
- g. Ordinances respecting the conveyances or acceptance of real property or easements in real property;
- h. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same;
- i. Ordinances annexing property to the City;

- j. All zoning and subdivision ordinances not specifically repealed and not included herein;
- k. Ordinances establishing community improvement districts, transportation development districts, neighborhood improvement districts, TIF districts or redevelopment districts;
- l. Ordinances relating to traffic schedules (i.e. stop signs, parking limits, etc.);
- m. All ordinances relating to personnel regulations (i.e. pensions, retirement, job descriptions and insurance, etc.);
- n. Ordinances authorizing the establishment of industrial development corporations;
- o. Ordinances establishing tax rates for the City;
- p. The following ordinances are specifically held from repeal: Ord. Nos. 240 and 2181.

That the repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

That the repeal provided for in this Section shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.

Section 4. That any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of St. Peters" shall be understood and intended to include such additions and amendments.

Section 5.

- a. Except as hereinafter provided, whenever in any rule, regulation or order promulgated pursuant to such ordinances of the City, any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such City ordinance, rule, regulation or order doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such ordinance of the City, or of any rule, regulation or order promulgated pursuant to such City ordinance, shall be punished by a fine of not less than five dollars (\$5.00) and not more than five hundred dollars (\$500.00) or by imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment.
- b. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State limits the authority of the City to punish the violation of any particular provision of these ordinances or rules, regulations or orders promulgated thereto to a fine of less amount than that provided in this Section or imprisonment for a shorter term than that provided in this Section, the violation of such particular provision of these ordinances or rules, regulations or orders shall be punished by the imposition of not more than the maximum fine or imprisonment so authorized, or by both such fine and imprisonment.
- c. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State establishes a penalty differing from that provided by this Section for an offense similar to any offense established by these ordinances, rules, regulations or other orders of the City, the

violation of such City law, ordinance, rule, regulation or order shall be punished by the fine or imprisonment established for such similar offense by such State law.

- d. Each day any violation of these ordinances, rules, regulations or orders promulgated pursuant thereto shall continue shall constitute a separate offense, unless otherwise provided.
- e. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

Section 6. That in case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

Section 7. That a copy of such Code shall be kept on file in the office of the City Clerk, preserved in loose leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

Section 8. That it shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of St. Peters to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

Section 9. It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or the Code hereby adopted.

Section 10. This ordinance and the Code adopted thereby shall be in full force and effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of October, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

RBA FORM (OFFICE USE)

MEETING DATE: 10/08/2020

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: An ordinance authorizing the City Administrator to execute a Subrecipient Agreement with St. Charles County to receive reimbursement funding for various 2020 County Community Development Block Grant programs administered by the City of St. Peters.

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

Summary/Explanation: The City of St. Peters is a subrecipient, eligible to receive federal Community Development Block Grant (CDBG) funding through a joint cooperation agreement with the City of St. Charles and St. Charles County. This joint agreement establishes the City membership in the St. Charles Urban County CDBG Program. Per the terms of this joint agreement, execution of an annual subrecipient agreement is necessary for the City be eligible to receive up to \$200,000 in federal CDBG funding. The CDBG funding is used to contribute to a senior meals on wheels program and provide transportation assistance, home repair assistance and lawn mowing assistance programs for St. Peters' senior residents, residents with disabilities and residents that qualify due to income. The agreement establishes responsibilities and obligations for the City's utilization of 2020 Urban County CDBG federal funding.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.) Execution of this agreement will allow the City to receive up to \$200,000 in federal CDBG funding through its membership in the St. Charles Urban County CDBG Program. The agreement allocates the CDBG funds as follows:

Meal On Wheels Contribution:	\$10,000
Home Repair Program:	\$159,000
Transportation Assistance Program:	\$28,500
Lawn Mowing Assistance Program:	\$2,500

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



EXHIBIT A

SUBRECIPIENT AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF ST PETERS FOR CONDUCTING CITY CDBG PROGRAMS WITH 2020 FEDERAL FUNDING

THIS AGREEMENT, entered this ____ day of _____, 2020 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 15, 2016, (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 2020 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 2020 housing rehabilitation goal of 20 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:** 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 2020 goal of assisting 7 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 2020 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 20 St. Peters households under the Home Improvement Program during FY20

Activity #3 Sub-recipient's goal is to assist 7 St. Peters residents under the Community Services Program during FY20

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 2020 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 (\$200,000.00) of the Grantee’s FY20 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 \$28,500.00 – 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)	\$159,000.00 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)	\$1,500.00 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	\$ 200,000.00

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:

Grantee

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

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

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, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body as may be required. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. “Section 3” Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

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

6. Copyright

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

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

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

D. Historic Preservation

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

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

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

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

[Grantee]

[Subrecipient]

By _____
Steve Ehlmann, County Executive

By _____
Russell W. Batzel, City Administrator

Attest _____

Attest _____

Title _____

Title _____

DRAFT

RBA FORM (OFFICE USE)

MEETING DATE: October 8, 2020

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: An ordinance amending, by adding to or repealing, certain Sections of Article VIII Chapter 705 of the St. Peters' City Code, relating to backflow prevention device testing requirements, administrative fees and penalties for violations.

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

Summary/Explanation: The proposed amendment to the St. Peters' City Code Chapter 705 will enable the City of St. Peters to meet requirements under state and local plumbing codes and more efficiently and effectively administer the City's Backflow Prevention Program. Approval of this code amendment will accomplish the following:

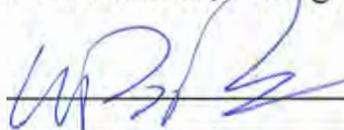
1. Require an approved backflow prevention device to be installed on all retail, commercial and industrial facilities.
2. Clarify requirements for use of backflow prevention and internal water system isolation devices within a retail, commercial and industrial facilities.
3. Allow the administrative fee charged to customers with backflow prevention devices to be charged as part of the customer's water bill.
4. Increase the backflow prevention program administrative fee from \$10.00 to \$12.00 per year per qualifying device.
5. Establish a \$30.00 late fee for failure to submit an annual device certification report by June 1, and to assess this fee on the customer's water bill.

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

Approval of this recommendation will increase the backflow prevention program administrative fee by \$2.00 per year per qualifying device and assess this fee on the water customer's water bill. In addition, approval will establish a late fee of \$30.00 per required annual device certification test report not received by June 1.

There are currently 2,886 backflow devices registered. Approval of this administrative fee change is estimated to increase program revenue from \$28,860 to \$34,632 per year.

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

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 705.280 DEFINITIONS., 705.320 WHERE PROTECTION IS REQUIRED., 705.340 INSTALLATION. AND 705.360 VIOLATIONS. OF ARTICLE VIII BACKFLOW PREVENTION DEVICES ON THE PUBLIC WATER SYSTEM; REPEALING SECTION 705.310 TYPE OF PROTECTION REQUIRED. OF ARTICLE VIII BACKFLOW PREVENTION DEVICES ON THE PUBLIC WATER SYSTEM IN ITS ENTIRETY AND ENACTING A NEW SECTION 705.310 IN LIEU THEREOF; AND REPEALING SUBSECTION (F) OF SECTION 705.350 INSPECTION AND MAINTENANCE, OF ARTICLE VIII BACKFLOW PREVENTION DEVICES ON THE PUBLIC WATER SYSTEM, OF TITLE VII UTILITIES, OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI, IN ITS ENTIRETY AND ENACTING, IN LIEU THEREOF, A NEW SUBSECTION (F) OF SECTION 705.350

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

SECTION NO. 1. That Section 705.280 Definitions. of Article VIII Backflow Prevention Devices on the Public Water System, of Title VII Utilities, of the Code of the City of St. Peters, Missouri, shall be amended to change and/or add the following definitions:

ABANDONMENT

Temporary or permanent removal of any water service or cross connection which could cause an actual or potential backflow hazard to the public potable water supply.

DIRECTOR

The Director of Engineering or such person or persons designated by the City Administrator and having specific authority to administer the regulations within this Chapter.

HAZARD, DEGREE OF

An evaluation of the potential risk to public health and the adverse affect of the hazard upon the public water system:

1. Hazard, health: Any condition, device, or practice in the public water system and its operation which could create or may create a danger to the health and

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well-being of the water customer.

2. Hazard, plumbing: A plumbing type, cross-connection in a customer's potable water system that has not been properly protected by a vacuum breaker, air-gap separation or backflow prevention device.
3. Hazard, polluttional (Class II): An actual or potential threat to the physical properties of the public water system or to the potability of the public water system or the customer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.
4. Hazard, system (Class I): An actual or potential threat of severe damage to the physical properties of the public water system or the customer's potable water system or of a pollution or contamination which would have protracted effect on the quality of the potable water in the system.

SECTION NO. 2. That Section 705.310 Type of Protection Required. of Article VIII Backflow Prevention Devices on the Public Water System, of Title VII Utilities, of the Code of the City of St. Peters, Missouri, shall be repealed and a new Section 705.310 Type of Protection Required. shall be enacted in lieu thereof to read as follows:

- A. The type of protection required by this Article shall depend upon the degree of hazard which exists, as follows:
 1. A Missouri Department of Natural Resources approved air-gap separation shall be installed where the public water system may be contaminated with substances that could cause a health hazard.
 2. A Missouri Department of Natural Resources approved air-gap separation or reduced pressure principle backflow prevention device shall be installed where the public water system may be contaminated with a substance that could cause a Class I system or health hazard.
 3. A Missouri Department of Natural Resources approved air-gap separation, reduced pressure principle backflow prevention device or double-check valve assembly shall be installed where the public water system may be polluted with substances that could cause a Class II polluttional hazard not dangerous to health.

SECTION NO. 3. That Section 705.320 Where Protection Is Required. of Article VIII Backflow Prevention Devices on the Public Water System, of Title VII Utilities, of the Code of the City of St. Peters, Missouri, shall be amended to add Subsections (D), (E), (F) and (G) to read as follows:

- D. An approved backflow prevention device shall be installed at all potable water service lines entering the premises of all retail, commercial, and industrial facilities, including, but not limited to, schools, churches, primary care facilities and hospitals. Each retail plaza as a whole or each leased unit in any retail plaza where non-potable water service

No.

connections are present, including but not limited to food, laundry, medical, veterinarian, cosmetic, hair and animal grooming services shall also have an approved backflow prevention device installed at all potable water service line connections.

- E. An approved backflow prevention device shall be installed at any non-potable auxiliary water service connection within any facility where food services and public water drinking fountains are present to include: chemical feed systems or soap additive devices, carbonated fountain machines, ice machines, steam tables, laundry machines, boiler feed systems and chillers.
- F. An approved reduced pressure zone (RPZ) backflow prevention device shall be installed on all lawn irrigation and sprinkler systems, and all fire protection systems with chemical additives present. An approved reduced pressure zone (RPZ) or double-check (DC) backflow prevention device assembly shall be installed on all fire protection systems without chemical additives present.
- G. An approved reduced pressure zone (RPZ) backflow prevention device shall be attached to all fire hydrants at all times when being used for any purpose other than fire protection or flushing.

SECTION NO. 4. That Section 705.340 Installation. of Article VIII Backflow Prevention Devices on the Public Water System, of Title VII Utilities, of the Code of the City of St. Peters, Missouri, shall be amended to add Subsection (D) to read as follows:

- D. All approved backflow prevention devices required for internal containment or isolation of the customer's non-potable auxiliary water system shall be installed as close to the non-potable service connection as reasonably possible and prior to any by-pass valves or service lines, unless the by-pass service line is also protected with an approved backflow prevention device.

SECTION NO. 5. That Subsection (F) of Section 705.350 Inspection and Maintenance, of Article VIII Backflow Prevention Devices on the Public Water System, of Title VII Utilities, of the Code of the City of St. Peters, Missouri, shall be and is hereby repealed in its entirety and there is hereby enacted, in lieu thereof, a new Subsection (F) of said Section 705.350 Inspection and Maintenance, as follows:

- F. The backflow prevention tester who is certified by the Missouri Department of Natural Resources, hired by the customer, shall submit current inspection test report(s) for each device within thirty (30) days after completing the inspection or test and no later than June 1 annually. All test reports shall be submitted on a Missouri Department of Natural Resources approved test form which is completed fully and signed and dated by the certified tester. Any incomplete test reports or test reports not submitted within thirty (30) days from date of inspection shall constitute a non-compliance of the device(s). The customer will be deemed in violation if the certified test report is not received by the water provider within sixty (60) days of the annual requirement. Customer will be billed an administrative fee on their water bill at a rate of two (\$2.00)

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dollars per billing cycle per device.

SECTION NO. 4. That Section 705.360 Violations. of Article VIII Backflow Prevention Devices on the Public Water System, of Title VII Utilities, of the Code of the City of St. Peters, Missouri, shall be amended to add Subsections (D), (E) and (F) to read as follows:

- D. Inspection and testing failure violations shall be corrected within ten (10) working days of the violation or water service shall be disconnected until such time as the failure is corrected.
- E. A late fee of thirty (\$30.00) dollars per device shall be charged to the customer's water bill for any backflow test report(s) for each device not received by June 1 annually.
- F. Any backflow test reports not received within sixty (60) days of the June 1 annual inspection date shall be disconnected from the public water system until satisfactory report(s) are received and all applicable fees are paid.

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.

No.

SECTION NO. 8. This Ordinance shall be in full force and take effect on January 1, 2021.

Read two (2) times, passed, and approved this 22th day of October, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

No.

RBA FORM (OFFICE USE)

MEETING DATE: 10-08-2020

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By Staff**

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

Brief Description: An ordinance amending Chapter 505 of the City of St. Peters Building Code deleting the requirement to submit a census form as a condition of rental occupancy permits.

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

Summary/Explanation: As previously recommended by staff and approved during the joint Planning and Zoning and Board of Aldermen Work Session, held on May 29, 2019, the proposed ordinance will eliminate the requirement to complete and submit a census form as a condition of rental occupancy. This will be accomplished by amending Subsection 111.6, Subsection 111.6.5, and Subsection 111.6.8 of Section 505.040 Building Code – Amendments of Chapter 505 Building Code (non-residential) of Title V: Building and Construction of the Code of the City of St. Peters.

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

There will be no budget impact due to this amendment.

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

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 505.040 – AMENDMENTS. OF CHAPTER 505 BUILDING CODE (NON-RESIDENTIAL) OF TITLE V: BUILDING AND CONSTRUCTION OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI, BY DELETING SUBSECTION 111.6.5 IN ITS ENTIRETY

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, does hereby find and determine that Census Forms identified in Subsection 111.6.5 of Section 505.040 of the Code of the City of St. Peters, Missouri, are no longer necessary; and

WHEREAS, the Board of Aldermen of the City of St. Peters deems it to be in the best interest of the City and its citizenry, and pursuant to its general police powers and in order to promote the health, safety, and general welfare of its citizens, to amend Section 505.040 Building Code – Amendments of Chapter 505: Building Code (non-residential) of Title V: Building Construction of the Code of the City of St. Peters, Missouri, by deleting Subsection 111.6.5 in its entirety.

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

SECTION NO. 1. The Board of Aldermen of the City of St. Peters, Missouri, does hereby amend Section 505.040 Building Code – Amendments. of Chapter 505 Building Code (non-residential) of Title V: Building and Construction, of the Code of the City of St. Peters, Missouri, by deleting Subsection 111.6.5 in its entirety.

SECTION NO. 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.

SECTION NO. 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

No.

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.

SECTION NO. 4. This Ordinance shall be in force and take effect from and after the date of its final passage and approval.

Read two (2) times, passed, and approved this 24th day of October, 2020.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

No.

RBA FORM (OFFICE USE)

MEETING DATE: 10-8-20

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: Chapter 210 Article X Offenses Concerning Minors

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

Summary/Explanation:

This change is a result of further review by our City Attorney, of proposed Code Amendments related to licensing and regulations of Body Art Establishments and Body Artists.

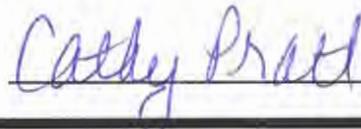
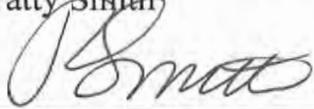
Sec. 210.330 Prohibition of Performing Body Piercing or Branding on Minors, is being amended to mirror Sec. 615.035 Standards of Practice, Subsection F.1. Prohibitions, as stated in the draft Body Art Code Amendments.

Please see the attached language.

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

RBA requested by: Patty Smith

CA: Russell W. Batzel



The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Section 210.330 Prohibition of Performing Body Piercing or Branding On Minors.
[R.O. 2007 §210.330; Ord. No. 2818 §§1 — 8, 2-26-1998]

~~1. A. It shall be unlawful in the City of St. Peters for any person to perform body piercing or branding on a minor unless such person obtains the prior written informed consent of the minor's parent or legal guardian. The minor's parent or legal guardian shall execute the written informed consent required in the presence of the person performing the body piercing or branding on the minor, or in the presence of an employee or agent of such person. It shall be unlawful to knowingly perform a body art procedure on any minor without the written consent of that person's parent or legal guardian. That consent is required to be given in person to the body artist by the parent or legal guardian before the body artist may perform the body art procedure. In addition, the parent or legal guardian must present identification to the body artist and the body artist must retain a copy of the identification for their records. The parent or legal guardian must be present in the procedure area at the time of the procedure.~~

Commented [JY1]: This is slightly different than, and requires either the revision or deletion of Section 210.330 of the City Code.

B. *Definitions.* For the purposes of this Section, the following definitions shall be used:

BODY PIERCING

Any perforation, penetration or puncturing of human tissue, other than the ear, for a non-medical purpose, by the use of needles, studs, posts or any other devices or instruments designed for the piercing of the human body or its skin.

BRANDING

A permanent mark made on human tissue by burning with a hot iron or other instrument.

MINOR

Any person under the age of eighteen (18) years.

PARENT

Any person who is over the age of eighteen (18) years and is either the natural or adoptive parent (whose parental rights have not been terminated) of a minor or the legal guardian or foster parent of a minor. Except as may be otherwise applicable, if the minor is illegitimate, "parent" shall mean the natural mother. As used herein, "parent" does not include any sibling or other relative, regardless of age, or relation, unless such person is the adoptive parent, foster parent or legal guardian of such minor.

PROOF OF AGE

A driver's license or other documentary or written evidence that an individual is eighteen (18) years of age or older.

C. *Proof Of Age.* A person performing body piercing or branding shall require proof of age from any prospective customer unless such person has reasonable or certain knowledge that the prospective customer is eighteen (18) years of age or older. The person performing body piercing or branding shall retain for inspection by the City all parental consent records for six (6) months from the date of their execution.

- D. *Joint Responsibility — Vicarious Responsibility.* Every act or omission of whatsoever nature constituting a violation of any of the provisions of this Section by any officer, director, manager or other agent or employee of the owner of any establishment where body piercing or branding is performed shall be deemed and held to be the act of such owner of the establishment as well as such officer, director, manager, or other agent or employee; such owner shall also be punishable in the same manner as if such act or omission had been done or omitted by the owner personally.
- E. *Compliance Monitoring.* The City shall have the authority to monitor compliance with this Section in a manner that can reasonably be expected to reduce the extent to which body piercing or branding is performed on minors without parental consent.
1. The City may conduct random unannounced enforcement checks at locations where body piercing or branding is performed.
 2. Persons under the age of eighteen (18) years may be enlisted to test compliance with this Section; provided however, that such persons may be used to test compliance only if written parental consent is on file with the City, and only under the auspices and supervision of the City.
 3. Private organizations may involve themselves in compliance activities through the City. Any activities to test compliance with the provision of this Section shall be under the supervision and auspices of the City.
- F. *Enforcement.* The enforcement of these regulations established by this Section shall be the responsibility of the City Police Department.
- G. *Penalty.* Any person found guilty of violating this Section shall be deemed guilty of an ordinance violation punishable by and in accordance with the ordinances of this City.

RBA FORM (OFFICE USE)
MEETING DATE: Oct. 8, 2020
Regular () Work Session (x)
ATTACHMENT: YES () NO (X)
Contract () Ordinance () Other ()

Request for Board Action By Staff

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

Brief Description: Review of Chapter 405 Code amendments related to Body Art Establishments

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

Summary/Explanation:

Amendments to Chapter 405 Zoning and Subdivision regulations which correlate to the proposed code changes from Tattoo Establishments to Body Art Establishments will be reviewed for:

- Modification of the definition and use of the term "Tattoo Establishment" in Section 405.100
- Modification of other sections of the code (commercial districts) to reflect the new definition of "Body Art Establishment"

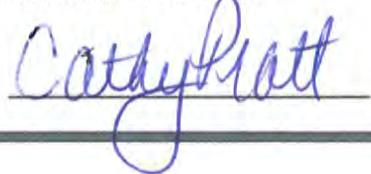
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

n/a

RBA requested by: Julie Powers

CA: Russell W. Batzel





RBA FORM (OFFICE USE)

MEETING DATE: October 8, 2020

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

**Request for Board Action
By Staff**

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

Brief Description: Power System Study – Professional Services Recommendation.

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

Summary/Explanation: Recommending Ross & Baruzzini for engineering services for the above referenced project. Please see attached memorandum for detail.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
This Professional Services contract will cost \$81,780 and was budgeted at \$100,000 in the Water/Sewer Tap-on Account.

RBA requested by:

Ben M. ... 9-28-20

CA:

Colleen Pratt



MEMORANDUM

TO: RUSS BATZEL
FROM: BILL MALACH
SUBJECT: POWER SYSTEM STUDY –CONSULTANT RECOMMENDATION
DATE: SEPTEMBER 24, 2020
CC: TIM MYERS; RUSTY KINION

Recommendation: The Utilities Department is recommending Ross & Baruzzini for the Water & Wastewater Plant(s) Power System Study at a cost of \$81,780. The study was budgeted at \$100,000 from the Water/Sewer Tap-On Account.

Background: The City received three proposals for the Power Systems Study at the Water and Wastewater Treatment. A staff committee individually reviewed and rated each proposal on the following items:

- Project Understanding
- Project Approach
- Experience of Key Personnel
- Firm Experience
- Quality Assurance/Quality and Cost Control
- Project Manager
- Past Experience with the City
- Innovative Approach

Each committee member independently reviewed and rated each proposal. The committee met, reviewed, and discussed their recommendations.

The following ratings scores were tabulated from the independent ratings:

Ross & Baruzzini	312
SSC Engineering	209
Orbital Engineering	195

All three review team members had chosen Ross & Baruzzini as their top firm to complete this study. Ross & Baruzzini has completed over 400 of these studies and they have completed several electrical projects at the City's Water & Wastewater Treatment

Plants. Ross & Baruzzini has also included Guarantee Electric on their project team. Guarantee Electric has also performed work at our Water & Wastewater Plants.

The purpose of this study is to follow the guidance of National Electric Code, which requires all electrical panels to be correctly labeled to protect both employees and contractors. All electrical circuits greater than 40-amps will be identified, confirmed, and modeled. At the completion of the study, all panels and circuits will be labeled, identifying the following items:

Equipment designation	Limited approach boundary
Incident energy	Restricted approach boundary
Arc-flash boundary	PPE requirements
Working Distance	Engineer company, report number, and issue date
Shock Hazard Exposure (Voltage)	

Ross & Baruzzini will provide a complete power system analysis of all locations using computer modeling. The system model will start with the electric utility down thru distribution system, including all major equipment such as switchgear, switchboards, panelboards, motor control centers, transformers, generators, automatic transfer switches, UPS systems, industrial control panels and any other separately mounted devices on circuits greater than or equal to 40 amperes (including, but not limited to motor starters, fused disconnect switches, separately enclosed circuit breakers, variable frequency drives, and HVAC equipment. Single phase equipment downstream of panel boards and load centers may be excluded from study.

The scope of the analysis, includes short circuit analysis, short-circuit equipment evaluations, protective device coordination analysis, and arc flash risk assessment. As part of the power system study, the consultant will provide recommendations for corrections to issues identified in the study including budgetary costs. Ross & Baruzzini will also provide recommendations for overcurrent protective device setting adjustments to improve coordinate and arc flash mitigation; arc flash labeling; and staff training.

Ross & Baruzzini is scheduled to start October 31, 2020 and complete the project on March 22, 2021.

RBA FORM (OFFICE USE)

MEETING DATE: 10/08/20

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other (X)

**Request for Board Action
By Staff**

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

Brief Description: St. Charles County / City of St. Peters intergovernmental agreement for recording of radio transmissions on the County land mobile radio system.

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

Summary/Explanation: This Request for Board Action is to authorize the City Administrator to execute an intergovernmental agreement between the City of St. Peters and St. Charles County concerning access to the recordings of the City's radio communications on the system wide recorder of the St. Charles County digital P25 land mobile radio system.

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

No additional budgetary impact.

RBA requested by: Rick Struttmann

CA: Russell W. Batzel

R. Struttmann

Russell W. Batzel

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF ST. PETERS FOR TRANSMISSION TO THE CITY OF ST. PETERS OF RECORDINGS OF THE CITY'S RADIO COMMUNICATIONS RECORDED ON THE SYSTEM-WIDE RECORDER OF THE ST. CHARLES COUNTY DIGITAL P25 LAND MOBILE RADIO MICROWAVE SYSTEM FOR PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS

WHEREAS, by Ordinance 11-103, St. Charles County authorized the execution of an agreement with successful bidder, Motorola Solutions, Inc., for designing, engineering, building, deploying, and testing for final acceptance of the St. Charles County Digital P25 Land Mobile Radio System for Public Safety and Emergency Communication (the "System"), which System is now complete and was accepted by the County on 15th day of December, 2018; and

WHEREAS, by Ordinance 11-103, St. Charles County also authorized intergovernmental agreements for the construction, deployment, ownership, maintenance and use of the System; and

WHEREAS, pursuant to Ordinance 11-103 and other duly enacted authorizations, the County and other jurisdictions within St. Charles County including the City of St. Peters have entered into such an agreement, to wit, the Intergovernmental Agreement for the Construction, Operation, Ownership and Maintenance of the St. Charles County Digital P25 Land Mobile Radio Microwave System for Public Safety and Emergency Communications, executed by the City on the 25th day of October, 2013, and executed by the County on the 31st day of December, 2013 (the "System Agreement"); and

WHEREAS, the County and the City seek to supplement the System Agreement to provide that the County shall transmit to the City copies of recordings of the City's radio communications recorded and stored on the System's system-wide recorder (the "City radio recordings"); and

WHEREAS, this Agreement is for a common service and is therefore authorized by Article VI, Section 16 of the Constitution of the State of Missouri, by Section 70.220, RSMo., as amended, and by the St. Charles County Charter Article II, Section 2.528; and

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, finds and determines that it is to the benefit of the City to enter into the Intergovernmental Agreement Between St. Charles County And The City Of St. Peters For Transmission To The City Of St. Peters Of Recordings Of The City's Radio Communications Recorded On The System-Wide Recorder Of The St. Charles County Digital P25 Land Mobile Radio Microwave System For Public Safety And Emergency Communications (the "Intergovernmental Agreement").

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

SECTION NO. 1. Intergovernmental Agreement.

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

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

SECTION NO. 2. Savings.

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

SECTION NO. 3. Severability.

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

SECTION NO. 4. Effective Date.

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

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

Len Pagano, As Presiding Officer and as Mayor

Attest:

Patricia E. Smith, City Clerk

DRAFT

INTERGOVERNMENTAL AGREEMENT
BETWEEN ST. CHARLES COUNTY AND THE CITY OF ST. PETERS
FOR TRANSMISSION TO THE CITY OF ST. PETERS
OF RECORDINGS OF THE CITY'S RADIO COMMUNICATIONS
RECORDED ON THE SYSTEM-WIDE RECORDER
OF THE ST. CHARLES COUNTY
DIGITAL P25 LAND MOBILE RADIO MICROWAVE SYSTEM
FOR PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into by St. Charles County, Missouri, a charter county organized pursuant to Article VI, Section 18 of the Constitution of the State of Missouri under the St. Charles County Charter ("County"), and the City of St. Peters, a fourth class city and political subdivision of the State of Missouri ("City"), in order to provide for the transmission to the City of recordings of the City's radio communications recorded on the system-wide recorder of the St. Charles County Digital P25 Land Mobile Radio System for Public Safety and Emergency Communications.

WITNESSETH:

WHEREAS, by Ordinance 11-103, St. Charles County authorized the execution of an agreement with successful bidder, Motorola Solutions, Inc., for designing, engineering, building, deploying, and testing for final acceptance of the St. Charles County Digital P25 Land Mobile Radio System for Public Safety and Emergency Communication (the "System"), which System is now complete and was accepted by the County on the 15th Day of December, 2018; and

WHEREAS, by Ordinance 11-103, St. Charles County also authorized intergovernmental agreements for the construction, deployment, ownership, maintenance and use of the System; and

WHEREAS, pursuant to Ordinance 11-103 and other duly enacted authorizations, the County and other jurisdictions within St. Charles County including the City of St. Peters have entered into such an agreement, to wit, the Intergovernmental Agreement for the Construction, Operation, Ownership and Maintenance of the St. Charles County Digital P25 Land Mobile Radio Microwave System for Public Safety and Emergency Communications, executed by the City on the 25th day of October, 2013, and executed by the County on the 31st day of December, 2013 (the "System Agreement"); and

WHEREAS, the County and the City seek to supplement the System Agreement as set out below to provide that the County shall transmit to the City copies of recordings of the City's radio communications recorded and stored on the System's system-wide recorder (the "City radio recordings"); and

Attachment A

WHEREAS, this Agreement is for a common service and is therefore authorized by Article VI, Section 16 of the Constitution of the State of Missouri, by Section 70.220, RSMo., as amended, and by the St. Charles County Charter Article II, Section 2.528.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND REPRESENTATIONS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Section 1. Transmission to City of copies of City radio recordings on County's system-wide recorder of recordings of City's radio communications.

- A. County's Authorized Representative (System Manager) shall provide to the City access to the System's system-wide recorder in order for the City to create copies of the recordings of City-specific radio recordings.
- B. Such access shall be authorized specifically for each such radio recording on a form provided by the System Manager and signed by the City's Authorized Representative, and shall specify the period of time for which the City requests radio recordings be retained by the County.
- C. Any radio recordings, whether stored on the system-wide recorder, on backup servers, on tapes in possession of the County, or stored locally by the City, shall be records of the City and not of the County.
- D. City acknowledges and agrees that the County shall retain recordings for one (1) year only. The City further acknowledges that City radio recordings may be compromised due to equipment malfunction, service disruptions, human and/or other error. The County makes no warranty of any kind, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, in connection with the City radio recordings, and makes no representations regarding their accuracy or reliability. The City accepts the City radio recordings "as is" and agrees the County assumes no responsibility and shall not be liable, for any errors, omissions, misuse, accidents or claims arising out of the recordings or absence thereof.
- E. The City shall comply with all policies and procedures set forth by the County applicable to the access granted hereby, as may be amended from time to time, and in the event the City or its agents fails to do so, the County retains the right to revoke the access granted hereby at any time.
- F. The City shall maintain and timely upgrade all required software and/or equipment as necessary to ensure compatibility and interoperability with the County's software and equipment.

Attachment A

Section 2. Authorized Representatives.

The parties' Authorized Representatives shall be the officials identified in or pursuant to Section 3 of the System Agreement identified above, the County's Authorized Representative being its System Manager as defined in that System Agreement.

Section 3. Notices.

The parties shall provide notices to each other as provided in Section 3 of the System Agreement identified above.

Section 4. Term, Renewals, Termination.

- A. The parties hereto mutually agree that the term of this Agreement shall be three (3) years beginning on the day it is fully executed by both parties and expiring on December 31, 2022. At the expiration of the original agreement term, the parties shall have, at their option, the privilege of renewing this Agreement for six (6) separate, additional terms of three (3) years each. The total duration of this Agreement including renewals shall not exceed twenty-one (21) years. City shall advise County, in writing, of its intentions with respect to renewal, at least ninety (90) days before expiration of any agreement term. However, if no notice is given by either party, the Agreement will automatically renew and continue to be in effect for the next renewal period if any.
- B. At the expiration of the Agreement and any renewals, this Agreement may be renewed thereafter by written agreement and for such terms of years as County and City find appropriate given the useful life of the System, such renewal terms to be the same for all participating jurisdictions. .
- C. Anything to the contrary contained in this Agreement notwithstanding, the obligation of the City for the payment of money shall be subject to and dependent upon annual appropriations being made by it for such purpose. If the governing body of the City should not appropriate or otherwise make available funds sufficient to fulfill the City's obligations under this Agreement, the City may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the County.
- D. This Agreement shall terminate contemporaneously, if and when the System Agreement is terminated.

Section 5. Miscellaneous Provisions.

- A. This Agreement is subject to the Miscellaneous Provisions set forth in Section 11, subsection A to F of the System Agreement identified above.

Attachment A

B. All provisions of the System Agreement identified above referred to in the provisions of this Agreement are incorporated within it by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

Executed by the County this ____ day of _____, 2020.

Executed by the City this ____ day of _____, 2020.

ST. CHARLES COUNTY, MISSOURI

CITY OF ST. PETERS, MISSOURI

Steve Ehlmann
County Executive
100 North Third Street
St. Charles, Missouri 63301
Tel: 636-949-7520
Fax: 636-949-7521
Email: executive@sccmo.org

Russ Batzel
City Administrator
One St. Peters Centre Boulevard
St. Peters, Missouri 63376
Tel: 636-477-6600
Fax: 636-926-2047
Email: rbatzel@stpetersmo.net

ATTEST:

ATTEST:

Brenda Hinton, County Registrar

Patricia E. Smith, City Clerk

RBA FORM (OFFICE USE)

MEETING DATE: October 8, 2020

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

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

Brief Description: Secretary of State/Records Retention Schedules

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

Summary/Explanation:

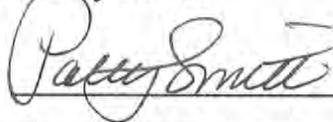
The destruction of records schedule is set by the Secretary of State, which states the following: the disposition of records should be recorded in a document such as the minutes of the Board of Aldermen or other legally constituted authority that has permanent record status. The record should include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

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

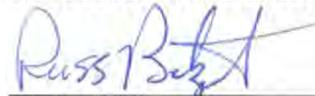
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Patty Smith



C.A. Russell W. Batzel





City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Page 1 of 2

Department Name: Environmental Services		Total # of Boxes: 7
Department Records Coordinator: Kristen Goodson		
Date: 09/09/20	Office Address: 131 Ecology Drive, St Peters, MO 63376	Telephone: 1471

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

Department Records Coordinator: <i>Kristen Goodson</i>	Date: 9-9-2020	Date of Records Destruction: 9/18/2020
Group Manager: <i>Bill M... ..</i>	Date: 9-10-2020	Destruction Method: Shredding <input type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

Request for Department Destruction

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

Required Approval Signature	
City Clerk: <i>J. Smith</i>	Date: 9/15/2020

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

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
RC18 H	GS008	Waste Works Scale Tickets	July 2018	Post Audit	P
RC18 I	GS008	Waste Works Scale Tickets	Aug 2018	Post Audit	P

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, DELETING CHAPTER 615 OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI, IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW CHAPTER 615; AND PROVIDING FOR THE LICENSING AND REGULATION OF BODY ART ESTABLISHMENTS AND BODY ARTISTS

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, deems it to be in the best interest of the City and for the health and welfare of its residents, to regulate certain procedures regarding establishments within said City that perform body art; and

WHEREAS, the Board of Aldermen of the City of St. Peters, Missouri, deems it to be in the best interest of the City and its residents, and pursuant to its general police powers and in order to promote the health, safety, and general welfare of its residents, that it delete Chapter 615 Tattoo Establishments of Title VI: Business and Occupations of The Code of the City of St. Peters, Missouri, in its entirety and enact a new Chapter 615, in lieu thereof.

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

SECTION NO. 1. That Chapter 615 of The Code of the City of St. Peters is hereby deleted in its entirety, and there is enacted, in lieu thereof, a new Chapter 615 to read, as follows:

CHAPTER 615 Body Art Establishments.

Section 615.005 **Penalty.**

Any person violating, neglecting or refusing to comply with any provision of this Chapter shall, upon conviction thereof, be guilty of an ordinance violation and subject to the penalties set forth in Section 100.060 of this Code.

Section 615.010 **Definitions.**

As used in this Chapter, the following terms shall have these prescribed meanings:

ADULT

An individual who is eighteen (18) years of age or older.

No.

AFTERCARE

Recommended instructions specific to the body art procedure(s) rendered, given to the client about caring for the body art and surrounding area. These instructions shall include information about when to seek medical treatment, if necessary.

ANTISEPTIC

A product that is labeled as useful in preventing diseases caused by microorganisms present on the skin and/or on mucosal surfaces of humans. This includes products meant to kill germs and/or labeled as “antiseptic,” “antimicrobial,” “antibacterial,” “microbicide,” or “germicide,” or other similar terms. These products must be in compliance with Section 201(g)(1)(B) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321(o)(o)).

ASEPTIC TECHNIQUE

A set of specific practices and procedures performed under controlled conditions with the goal of minimizing contamination by pathogens.

AUTOCLAVE

A device that is intended for use by a user to sterilize products by means of pressurized steam. This device must comply with one of three types of steam programs defined as B, N, and S by standard EN13060, ISO 17665.

AUTOMATED INSTRUMENT WASHER

A mechanical washer designed specifically for the decontamination of instruments prior to sterilization. These devices must comply with ISO 15883-1/2.

BIOCOMPATIBLE

The ability of an object to be inserted into a person without eliciting any undesirable local or systemic effects in that person.

BIOMEDICAL WASTE

Any solid or liquid waste that can present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans; wastes that contain human disease-causing agents; and discarded sharps. The following are also included:

1. Used, absorbent materials saturated with blood, blood products, body fluids, or excretions/secretions contaminated with visible blood. Also includes absorbent materials saturated with blood or blood products that have dried.
2. Nonabsorbent, disposable devices that have been contaminated with blood, body fluids or, secretions/excretions visibly contaminated with blood, but the devices have not been treated by an approved method.

No.

BLOODBORNE PATHOGEN

Pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV) [Occupational Safety and Health Administration [OSHA] definition 29cfr 1910.1030(b)].

BODY ART

Body piercing, tattooing, branding, scarification, or permanent cosmetics.

BODY ART ESTABLISHMENT

Any place or premise, whether licensed or not, public or private, temporary or permanent, in nature or inside, for profit or not, where the practices of body art are performed.

BODY ARTIST

Any person performing body art services, whether licensed or not. May also may be referred to as Practitioner within this Chapter.

BODY PIERCING

Any method of piercing the skin or mucosa to place jewelry through the skin or mucosal surface.

BRANDING

The process in which a mark or marks are burned into human skin tissue with the intention of leaving a permanent mark.

CAS REGISTRY NUMBER (also referred to as **CASRN** or **CAS Number**)

A unique numerical identifier assigned by the Chemical Abstracts Service (CAS) to every chemical substance described in the open scientific literature.

CHRONIC/REPEAT VIOLATIONS

Any violation of this Chapter that have, combined, occurred three times within five inspections.

CITY

The City of St. Peters, Missouri.

CLIENT

An individual upon whom a body artist performs a body art procedure.

COMPLAINT OF INJURY FORM

A document used to file with the Department a notice of injury as a result of a body art procedure.

No.

CONTAMINATED

The presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

COSMETIC TATTOOING

See **PERMANENT COSMETICS**

CRITICAL VIOLATIONS

Those items that are likely to cause an imminent health danger to the public and/or body artist.

CYCLE NUMBER

A unique number that corresponds to each individual autoclave cycle. This number is used as an identifier. It might or might not include the date as part of the number.

DECONTAMINATION

The use of physical and/or chemical means to remove, inactivate, or destroy pathogens on a surface. A surface/item is decontaminated when there are no infectious particles, and then the surface/item is rendered safe for handling, use, or disposal (OSHA).

DEPARTMENT

The City of St. Peters Health Department.

DILUENT

A substance used to dilute something.

DISINFECTANT

A product that is tuberculocidal and registered by the U.S. Environmental Protection Agency, as indicated on the label for use in disinfection.

DISINFECT

To destroy pathogenic and other kinds of microorganisms by physical and/or chemical means. Disinfection is less lethal than sterilization because it destroys most recognized pathogenic microorganisms; it does not, however, necessarily destroy all microbial forms, such as bacterial spores. Disinfection does not ensure the margin of safety associated with sterilization processes (Centers for Disease Control and Prevention's [CDC] Division of Oral Health).

DIVISION

The Missouri Division of Professional Registration.

EAR PIERCING GUN

A stud-and-clasp ear-piercing system.

No.

EQUIPMENT

All machinery, containers, vessels, tools, devices, implements, storage areas, and sinks that are used in conjunction with the storage or application of body art by a body artist, or used within the sterilization/decontamination and disinfection processes.

FACILITY

See **BODY ART ESTABLISHMENT**

FURNISHINGS

All fixtures, furniture, and other objects within a body art establishment that are not integral to the structure of the physical establishment (e.g., walls, windows, doors) and are not used in the storage of body art equipment, application of body art, or its sterilization/decontamination and disinfection processes.

GLOVES

Medical grade or exam grade, sterile or nonsterile, disposable, single-use, full-hand coverings worn for protection against disease transmission.

GUARDIAN

A person lawfully invested with the power and charged with the obligation of taking care of managing the property and rights of a person who, because of age, understanding, or self-control, is considered incapable of administering his or her own affairs.

HAND WASHING

The act of cleaning one's hands for the purpose of removing dirt, soil, or microorganisms through the use of soap, warm water, and friction.

HAND WASHING SINK

A sink equipped to provide water at a temperature of at least 38°C (100°F) through a mixing valve or combination faucet, used solely for washing hands, arms, or prosthetics.

HAZARDOUS WASTE

All substances that exposure to results or can result in adverse effects on human health and safety under 29 CFR 1910.120 OSHA.

HEALTH OFFICER

The person/persons designated by the City of St. Peters as Food and Health Inspector(s) who have jurisdiction over health inspections. These employees report directly to the Health Supervisor.

HEALTH SUPERVISOR

The person designated by the City of St. Peters as an authorized representative of said City,

No.

having jurisdiction over food establishments within said City, and to whom the Health Officers report.

IDENTIFICATION

Government-issued ID card with name, photo, and birthdate.

IMMINENT HEALTH HAZARD

A significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction.

INFORMED CONSENT AND RELEASE FORM

A form signed by a client prior to a body art procedure to confirm that he or she agrees to the procedure and is aware of any risks that might be involved.

INSPECTION

A careful examination, exploration, or evaluation of the body art establishment and the body artist by the Department in compliance with this document.

INSTRUMENTS/TOOLS/DEVICES/IMPLEMENTS USED FOR BODY ART

Handpieces, needles, needle bars, forceps, and other tools that could come in contact with a client's body or could be exposed to bodily fluids during body art procedures.

JEWELRY

Any biocompatible object that is worn through a body piercing.

LICENSE

Written approval by the Department to operate a body art establishment or to perform body art. If ear lobe piercings are performed in a jewelry store, the store must be licensed as a body art establishment, but the body artist who performs ear lobe piercings within the jewelry store is exempt from body artist licensing requirements regarding apprenticeship as identified in the Division in Title 20, Division 2267, Chapter 2, of the Code of State Regulations. Approval is given in accordance with this Code and in addition to any other local, state, or federal requirements.

LICENSEE

An individual or entity granted the license under state and local ordinance.

MAINTENANCE

Repairs and upkeep to equipment as recommended by the manufacturer.

No.

MATERIAL CERTIFICATE

All documents intended to state the specifics of a material used for body jewelry. Names for these documents include but are not limited to Mill Certificates, Material Certificates, Metal Composition Sheets, MSD, and Material Certification Sheets.

MINOR

An individual who is under eighteen (18) years of age.

MUCOSAL SURFACE

The moisture-secreting membrane lining of all body cavities or passages that communicates with the exterior, including but not limited to the nose, mouth, vulva, and urethra.

MUNICIPAL SOLID WASTE

Common trash or garbage that does not meet the definition of hazardous or biomedical waste.

NONCRITICAL VIOLATIONS

Those items are not likely to cause an imminent health danger to the public and/or the practitioner.

OPERATING PLAN

A document detailing policies and procedures regarding the containment, labeling, storage, and transport of biomedical waste, in addition to detailed training for personnel of the body art establishment.

OPERATOR

Any person, whether permitted or not, who controls any interest in, operates, or manages a body art establishment and who is responsible for compliance with these regulations, whether or not actually performing body art activities.

PERMANENT COSMETICS

A tattoo, whether permanent, semi-permanent, or temporary, by someone other than a licensed physician or under the direct supervision of a licensed physician, which includes but is not limited to eyebrows, eyelids, lips, and other parts of the body for beauty marks, hair imitation, lash enhancement, or areola repigmentation. This term includes any procedures whether referred to as, but not limited to, "permanent makeup," "microdermapigmentation," "micropigment implantation," "microblading," "micro-needling with the use of pigment," "dermagraphics," "cosmetic tattooing," or any other similar procedures and for the purpose of this Code has the same meaning as "tattoo."

PERSONNEL

Employees, body artists, contracted body artists, and agents of the body art facility, whether or not actually performing body art activities.

No.

PHYSICIAN

A person licensed by the state to practice medicine in all its branches and may include other areas such as dentistry, osteopathy, or acupuncture, depending on the rules and regulations particular to that state.

PRACTITIONER

May refer to either Body Artist or Physician as defined within this Chapter.

OTHER POTENTIALLY INFECTIOUS MATERIAL (OPIM)

1. The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids;
2. Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and
3. HIV-containing cell or tissue cultures, organ cultures, HIV- or HBV-containing culture medium or other solutions, blood, organs, or other tissues from experimental animals infected with HIV, HVC, or HBV (OSHA - 29 CFR 1910.1030).

PROCEDURE

The act of performing body art.

PROCEDURE AREA

A room, or portion of a room, or any surface of an inanimate object that is designated to be used only to perform body art.

PROCEDURE SITE

The area or location on the client's body selected for the placement of body art.

PROPYLENE GAS

Any gas that is labeled with a CAS Registry Number of 115-07-1 (this includes but is not limited to MAPP gas and methyl ethylene gas).

REGULATED WASTE

Liquid or semiliquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semiliquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

REPORTABLE DISEASE

No.

An immediately reportable disease as defined in 19 CSR 20-20-020(1)(A)-(C), as amended.

SAFETY DATA SHEET (SDS)

A document for any potentially harmful chemical that includes information such as the properties of each chemical; the physical hazards, health hazards, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical [as per The Hazard Communication Standard (29 CFR 1910.1200(g))].

SCARIFICATION

The process in which a mark or marks are cut into human skin tissue with the intention of leaving a permanent mark.

SHARPS

Any objects that can purposely or accidentally cut or penetrate the skin or mucosa, including but not limited to pre-sterilized, single-use needles; scalpel blades; and razor blades.

SHARPS CONTAINER

A closable, puncture-resistant, leak-proof (on sides and bottom) container made specifically to be a sharps container that meets NIOSH standards and can be closed for handling, storage, transportation, and disposal. A sharps container must be labeled with the international biohazard symbol.

SHARPS DISPOSAL

Used sharps containers are stored and disposed of by medical waste collection or disposal services that are authorized to handle such waste.

SINGLE USE

Products or items that are intended for one-time, one-person use and are disposed of after use on each client, including but not limited to cotton swabs or cotton balls, tissues or paper products, paper or plastic cups, gauze and sanitary coverings, razors, needles, scalpel blades, stencils, ink cups, and protective gloves.

STANDARD PRECAUTIONS/UNIVERSAL PRECAUTIONS

A set of infection control practices used to prevent transmission of diseases that can be acquired by contact with blood, body fluids, non-intact skin (including rashes), and mucous membranes.

STERILIZATION

A validated process used to render a product free from viable microorganisms [International Organization for Standardization 11139].

No.

STERILIZATION AREA or STERILIZATION ROOM

A room or enclosed area, set apart and used only to clean, decontaminate, and sterilize instruments. This room must be enclosed, not open to the public, and used only for cleaning, sterilization, and related tasks.

STRIKE BRANDING

The process by which a mark is burned with heated metal into the tissue of a person.

SURFACE ANCHOR, SINGLE-POINT PIERCINGS, DERMAL ANCHORS or MICRODERMAL

A piercing that is installed by piercing into the skin at the desired location and the base of the jewelry is inserted via this same hole, which it also exits from.

STERILE GLOVES

A medical-grade or exam-grade disposable, single-use covering for the hands worn for protection against disease transmission. Sterile gloves have been sterilized by the manufacturer or by following the sterilization protocol set forth by the glove manufacturer.

STERILE WATER

Water that is purchased from the manufacturer sterile, in a single-use container.

STERILITY

A state of being free from viable microorganisms [ISO 11139].

TATTOO

The mark resulting from the act of tattooing.

TATTOOING

Any act of placing ink or other pigment into or under the skin or mucosa by the use of needles or any other method used to puncture the skin, resulting in permanent or temporary colorization of the skin or mucosa. This includes all forms of permanent cosmetics.

THERMAL CAUTERY UNIT (TCU)

An electrical device that provides direct or alternating current that is passed through a resistant metal wire electrode, generating heat used for branding.

ULTRASONIC CLEANER or ULTRASONIC

A device that removes debris by a process called cavitation, in which waves of acoustic energy are propagated in aqueous solutions to disrupt the bonds that hold particulate matter to surfaces [Guidelines for Disinfection and Sterilization in Healthcare Facilities, 2008, Section 445].

No.

ULTRAVIOLET AIR PURIFIER

A machine designed to use ultraviolet germicidal irradiation (UVGI) as a means of purifying air.

ULTRAVIOLET GERMICIDAL IRRADIATION (UVGI)

A disinfection method that uses short-wavelength ultraviolet (UV-C) light to kill or inactivate microorganisms by destroying nucleic acids and disrupting their DNA, leaving them unable to perform vital cellular functions.

VIOLATION

The act of violating or going against any section or subsection of this Chapter.

WORKSTATION

The area within a procedure area where a body artist performs body art. The workstation includes but is not limited to the client chair or table, counter, mayo stand, instrument tray, storage drawer, and practitioner's chair.

Section 615.015 Licensing Requirements.

A. Body Art Establishment License.

1. It is unlawful for any person, firm, partnership, joint venture, association, business trust, corporation, or organized group of persons shall operate a body art establishment without a body art establishment license issued annually from the City pursuant to this Chapter.
2. Applications for a body art establishment license must be submitted to the Business Licensing Department on forms provided by the Business Licensing Department. Completed applications shall include, at a minimum, the following:
 1. the full name of the applicant;
 2. the home address of the applicant;
 3. the address of the body art establishment subject to the license;
 4. a copy of any permit or license issued by the Division;
 5. the annual license fee set by the City for each body art establishment license as stated in the schedule provided in Section 605.013; and
 6. Such other information as may be required by the Health Supervisor.
3. A license for a body art establishment may not be transferable from one place, person or business entity to another.
4. It is the responsibility of the facility owner to ensure that all employees, contractors, and agents of the facility understand and adhere to this Code.
5. Any business using an ear-piercing gun or similar device must be licensed by the City as a body art establishment.
6. Any jewelry store which offers ear lobe piercing, as a convenience to their patrons, by using an ear-piercing gun or similar device must be licensed by the City as a body art establishment; however, their employees who perform the ear lobe piercings are exempt from body artist licensing requirements regarding apprenticeship as identified in the

No.

Division in Title 20, Division 2267, Chapter 2, of the Code of State Regulations. (See Section 615.030).

B. Body Artist License.

1. It is unlawful for any person to practice body art procedures without a body artist license from the City issued annually pursuant to this Chapter. Applications for a body artist license must be submitted to the Business Licensing Department on forms provided by the Business Licensing Department. Completed applications shall include, at a minimum, the following:
 - a. the full name of the applicant;
 - b. the home address of the applicant;
 - c. the address of the body art establishment at which the applicant will perform procedures ;
 - d. a copy of any permit or license issued by the Division;
 - e. the annual license fee set by the City for a body artist as stated in the schedule provided in Section 605.013; and
- f. Such other information as may be required by the Health Supervisor. 2. The body artist license expires annually on a date identified by the City.
3. Application for a body artist license must be completed on a form provided by the City.
4. The body artist must meet all state licensing requirements as described by the Division in Title 20, Division 2267, Chapter 2 of the Code of State Regulations.
5. No body artist license shall be issued unless the body artist has demonstrated compliance with the provisions of this section and all other provisions of this Code.
6. Any person performing ear-piercing, using an ear-piercing gun or similar device and limited to the ear lobe, must follow the rules set forth in Section 615.030.

Commented [JY1]: This has been deleted for redundancy with Section 615.035(B)(1).

Section 615.020 Fees.

The operator of a body art establishment and body artists shall pay an annual license fee to the City as stated in the schedule provided in Section 605.013.

Section 615.025 License Renewal.

If a practitioner or establishment license is renewed by the Division in compliance with the requirements of Sections 324.520 to 324.526, RSMo, as amended, the City shall renew the City-issued license for such practitioner or establishment upon the City's receipt of a completed license renewal application and the applicable license fee. License renewal applications shall be on forms provided by the Business Licensing Department and shall include thereon the information required in Sections 615.015 of this Chapter.

Commented [JY2]: This has been deleted for redundancy with Section 615.035(B)(2)

Section 615.030 Tattoo, Body Piercing, Branding and Scarification.

No.

A. Tattoo.

1. Specific Considerations for Tattooing:
 - a. All inks, dyes, and pigments must be specifically manufactured for performing body art procedures.
 - b. Only distilled water or sterile water dispensed from an unopened single-use container may be used for the mixing of inks, dyes, or pigments. Diluting with potable water is not acceptable. Such dilution must be single use for the individual procedure. Immediately before a tattoo is applied, the quantity of the dye to be used must be transferred from the dye bottle and placed into single-use plastic cups or caps.
 - c. Upon completion of a tattoo, all single-use items and their contents must be discarded.
2. Specific Considerations for Cosmetic Tattooing:
 - a. For individuals performing microblading or manual procedures, once the needle grouping (blade) is attached to the handpiece it cannot be removed and must be fully disposed of into the sharps container. Any remaining equipment also must be disposed of into the sharps container.
 - b. For rationale, see the NEHA policy statement on microblading.

B. Body Piercing.

1. Clarification of Other Piercing Devices:
 - a. Individuals who perform piercings with ear-piercing guns; pre-sterilized single-use, stud-and-clasp ear-piercing systems; or similar devices must have the following training, as required for body piercing:
 - 1) bloodborne pathogen;
 - 2) first aid; and
 - 3) cardiopulmonary resuscitation (CPR).
 - b. Individuals who perform ear lobe piercings within a jewelry store using ear-piercing guns; pre-sterilized single-use, stud-and-clasp ear-piercing systems; or similar devices, exclusively, will not be required to be licensed as body artists and therefore will not be required to meet the licensing requirements regarding apprenticeship as identified by the Division in Title 20, Division 2267, Chapter 2, of the Code of State Regulations.
 - c. Use of ear-piercing guns is limited to the standard and upper ear lobe.
 - d. The body artist must wear sterile gloves when coming into contact with sterile equipment during the procedure.
 - e. For rationale, see the NEHA policy statement on ear-piercing guns.
2. Jewelry Standards.
 - a. All jewelry used for initial piercings must meet the following standards:
 - 1) Any and all materials shall meet ASTM and/or ISO standards for implantation. Examples of these include but are not limited to:
 - a) steel that is ASTM F138 compliant or ISO 5832-1 compliant,
 - b) steel that is ISO 10993-6, 10993-10, and/or 10993-11 compliant,

No.

- c) unalloyed titanium that is ASTM F67 or ISO 5832-2 compliant,
 - d) alloyed titanium (Ti6Al4V ELI) that is ASTM F136 compliant or ISO 5832-3 compliant,
 - e) alloyed titanium (Ti6Al7Nb ELI) that is ASTM F1295 compliant or ISO 5832-11 compliant, and
 - f) any polymer or plastic material that is ISO 10993-6, 10993-10, and/or 10993-11 compliant and/or meets the U.S. Pharmacopeia (USP) Class VI classification. This includes but is not limited to polytetrafluoroethylene (PTFE) that is ASTM F754 compliant.
- 2) Solid 14 karat or higher yellow, white, or rose gold that is nickel free and cadmium free. Gold jewelry used for initial piercing may not be:
 - a) plated, unless using materials approved by this standard over solid 14 karat or
 - b) higher yellow, white, or rose gold that is nickel and cadmium free, gold filled, or
 - c) gold overlay/vermeil.
 - 3) Solid unalloyed or alloyed platinum that is nickel free and cadmium free.
 - 4) Unalloyed niobium (Nb) that is ASTM B392 compliant. This includes but is not limited to:
 - a) commercial grade 2 niobium and
 - b) commercial grade 4 niobium that contains 1% zirconium.
 - 5) Glass that is lead free. This includes, but is not limited to:
 - a) fused quartz,
 - b) borosilicate, and
 - c) soda-lime.
 - 6) All threaded or press-fit jewelry must have internal tapping (no threads on exterior of posts and barbells).
 - 7) For body jewelry purposes, surfaces and ends must be smooth, free of nicks, scratches, burrs, stamps, hallmarks, and polishing compounds.
 - 8) Metals must have a consistent mirror finish on surfaces that frequently come in contact with tissue.
 - 9) All jewelry used for initial piercing on people older than twelve (12) years must be ASTM F2999 compliant.
 - 10) All jewelry used for initial piercing on people twelve (12) and younger must be ASTM F2923 compliant.
- b. Receipts for jewelry purchased for initial piercings must:
 - 1) Be retained for a minimum of two (2) years. Records must be kept on premises and must be available to the Department upon request.
 - 2) List specifications for materials sold as designated in Section 615.030(B).
 - c. Material certificate from jewelry suppliers for jewelry used for initial piercings must:
 - 1) Be updated from the supplier for each new lot of material.
 - 2) Be retained for a minimum of two (2) years. Records must be kept on premises and must be available to the Department upon request.

No.

- 3) Include the following information:
 - a) name of purchaser of material,
 - b) name of seller of material,
 - c) date of material sales,
 - d) type of material purchased,
 - e) composition of material purchased,
 - f) quantity of material purchased, and
 - g) country of origin.

C. *Specific Considerations for Branding.*

1. The procedure area must have walls that extend to the ceiling and a closable door.
2. The procedure area must be equipped with an ultraviolet air purifier appropriately sized to the room based on the square footage and the manufacturer's recommendations.
3. Any person present during the procedure, including all personnel and the client, must wear a mask rated as N-95 or higher.
4. Body artists must use the process of "strike branding" or use a thermal cautery unit (TCU).
5. Only non-galvanized metal may be used for "strike branding."
6. Body artists should use only propylene gas to heat the metal for "strike branding."

D. *Specific Considerations for Scarification.*

1. The client must be at least eighteen (18) years of age.
2. The body artist must wear disposable sleeves for personal protective equipment (PPE).
3. The procedure area must have walls that extend to the ceiling and a closable door.
4. The procedure area must be equipped with an ultraviolet air purifier appropriately sized to the room based on the square footage and the manufacturer's recommendations.
5. The body artist must wear sterile gloves when coming into contact with sterile equipment during the procedure.

E. *Requirements for Body Art Establishments.*

1. All walls, floors, procedure areas, and workstations of a body art establishment must be smooth, free of open holes or cracks, easy to clean, and in good repair. Walls, floors, and ceilings must be maintained in a clean condition. All procedure areas and workstations, including client chairs and benches, must be of construction that is easily cleaned and disinfected after each client.
2. All body art establishments must be completely separated by solid partitions or by walls extending from floor to ceiling from any room used for human habitation, any food establishment or room where food is prepared, any nail or hair salon, or any other such activity that could cause potential contamination of work surfaces.
3. The facility must be free of pests, including insects, rodents, and vermin.
4. Smoking and vaping are prohibited in all indoor areas.

No.

5. There must be a minimum of 80 square feet of floor space for each procedure area in the facility.
6. If the facility offers an area screened in from public view for clients requesting privacy, it must be constructed and operated in compliance with this Code (e.g., smooth and easy to clean)
7. The establishment must be well-ventilated and have an artificial light source equivalent to at least 20 lumens per square foot 3 feet off the floor. Where the body art procedure is being performed and where instruments and sharps are assembled, there must be an artificial light source equivalent to at least 100 lumens per square foot.
8. No animals of any kind are allowed in a body art establishment except service animals used by persons with disabilities in accordance with ADA regulations. Fish aquariums are allowed in waiting rooms and nonprocedural areas. Fish aquariums must contain only aquatic species that can survive under water for a minimum of 48 hours.
9. The procedure area must be equipped with a separate, readily accessible hand washing sink that is supplied with soap and disposable paper towels in dispensers.
10. The procedure area must be equipped with hand washing facilities for its personnel with unobstructed access (e.g., no doors), such that the body artists can go to and from their workstations without having to touch anything with their hands.
11. There must be a minimum of one lavatory, excluding any service sinks, in a body art establishment.
12. If reusable instruments are used in a body art establishment, a separate sterilization room is required. The sterilization room must have the following:
 - a. A sink used only for cleaning contaminated instruments. This sink should not be used for hand washing.
 - b. A covered ultrasonic and/or instrument washer.
 - c. Cabinets or drawers made of smooth nonporous wipeable materials if any items are stored in the room.
 - d. No other services including but not limited to tattooing, piercing, or retail sales may occur within this sterilization room/area.
 - e. The covered ultrasonic unit and the sink used for rinsing and scrubbing contaminated tools must be separated from the autoclave to prevent contamination.
 - f. If space is a problem, one solution is to install a Plexiglas, stainless steel, or other nonporous barrier to prevent cross contamination.
13. Water supply and wastewater disposal methods must meet all local and/or state regulations.
14. A lined, covered waste receptacle must be provided in every procedure area and restroom. The receptacles must be cleanable, kept clean, and have self-closing lids with hands-free controls. The receptacles must be emptied when needed. Municipal solid waste removal must meet all local and/or state regulations.
15. All non-contaminated instruments must be stored in a dry, disinfected, closed cabinet, drawer, or tightly covered container reserved for the storage of such instruments.

No.

16. No reusable cloth or similar material-items may be used in a body art establishment. No multiple use materials may be employed for body art procedures unless they are nonporous and can be cleaned and disinfected.

Section 615.035 **Standards of Practice.**

A. *Body Art Operator Requirements and Professional Standards.*

1. Persons performing body art procedures or any other task or function in a body art establishment must use aseptic techniques.
2. The body artist must be a minimum of eighteen (18) years of age.
3. It is unlawful for any person to perform body art procedures unless such procedures are performed in a body art establishment with a current applicable license.
4. The body artist must maintain hair, skin, and clothes that are free of visible particulate matter and debris. The body artist must keep fingernails short with smooth, filed edges to allow thorough cleaning and prevent glove tears.
5. The body artist must be free of any open wound that cannot be covered, any infection, or other visible or communicable diseases that can be transmitted as a result of carrying out the body art procedure.
6. Any surface of the skin or mucosal surface to receive a body art procedure must be free of suspected rash or any suspected visible infection.
7. Before performing body art procedures, body artists must thoroughly wash their hands in a hand washing sink as specified under Section 615.030(E).
8. When coming into contact with the client, the body artist must wear gloves at all times. The gloves must be immediately discarded and the body artist's hands must be washed—at a minimum—after the completion of each procedure, and/or when gloves are torn, punctured, or otherwise compromised, or at any other time when necessary to prevent cross contamination.
9. Any item or instrument used for body art that becomes contaminated during the procedure must be immediately removed from the procedure area and, if necessary, replaced before the procedure resumes.
10. Eating or drinking by anyone is prohibited in the area where body art preparations or procedures are performed and any location where instruments or supplies are stored or cleaned. Exceptions must be made for the purpose of rendering first aid.
11. Before and after performing body art procedures, the body artist must thoroughly wash their hands according to the hand washing procedure below:
 - a. Remove all rings, watches, and bracelet surrounding your hands;
 - b. Turn on warm water, wet hands, and apply soap;
 - c. Rubbing your hands together, make a soapy lather;
 - d. Make sure you include all your fingers, wash between your fingers, thumbs, nails, cuticles, wrists, palm to palm, and the top of your hands;
 - e. Rinse your hands with your fingers pointed up toward the faucet and rinse down to your wrists;

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- f. Pat dry with a clean disposable towel; and
- g. Use a new clean disposable towel to turn off the handles of the sink.

B. Public Notification Requirements.

- 1. A current body art establishment license must be posted at the body art establishment in a prominent and conspicuous area where it can be readily observed.
- 2. All body artist licenses must be posted in a prominent and conspicuous area of the facility at which the body artist performs procedures where they can be readily observed.
- 3. Written public educational information and aftercare information that has been approved by the Department must be posted in a prominent and conspicuous area where it can be readily observed by clients. The written instructions must advise the client to consult a licensed physician if deemed necessary by the client and must contain the name, address, and phone number of the establishment.
- 4. The facility license holder must publicly display the name, address, and phone number of the Department that has jurisdiction over the facility and the procedure for filing a complaint.
- 5. A copy of state body art requirements must be made available to the public upon request.

C. Facility Recordkeeping Requirements.

- 1. All records required by this Code must be kept in print or digital form. The files must be stored in a manner that prohibits access from unauthorized personnel (e.g., locked file cabinet, locked room, password-protected files) and accessible upon request by the Department. The following information must be kept on file on the premises of a body art facility and be readily available for inspection by the Department:
 - a. Each body art facility must establish a written Exposure Control Plan designed to eliminate or minimize personnel exposure to blood or OPIM as required in OSHA 1910.1030(b).
 - b. Files of all employees, contractors, or agents of the body art facility must be kept secure, confidential, and be retained onsite for a minimum of two (2) years past employment termination. The files should include:
 - 1) full names,
 - 2) job description,
 - 3) exact duties,
 - 4) dates of employment,
 - 5) date of birth,
 - 6) primary residence address,
 - 7) applicable phone number(s),
 - 8) e-mail address,
 - 9) a copy of a government-issued photo ID, and
 - 10) documentation of training records:
 - a) annual training in bloodborne pathogens,
 - b) current training in first aid,

No.

- c) current training in CPR, and
- d) other continuing education as required by the Department.
- c. Facility information:
 - 1) owner's name and address,
 - 2) facility name,
 - 3) hours of operation,
 - 4) county and/or city licenses,
 - 5) state license, and
 - 6) biomedical waste management record.
- d. Equipment maintenance records.
- e. A complete description of standard body art work practices including an emergency plan, exposure control plan, or infection prevention plan.
- f. Safety data sheets for all potentially hazardous chemicals in the body art facility.
- g. Material certificates for applicable materials from each applicable manufacturer.
- h. Spore test results from a third party from the past two (2) years.
- i. Client records (see Section 615.035(D)).
- j. A copy of Department regulations.
- k. Copies of reports for all adverse events that occurred at the facility. Adverse reactions that occur when using FDA-regulated products should be reported to the FDA MedWatch program and noted in the MedWatch Individual Case Safety Report ID (ICSR).
- l. A description of all instruments purchased presterilized and used for any and all body art procedures must be kept on file on the premise of a body art facility for one (1) year past purchase date. This information must be available by request for inspection by the Department. Invoices or orders can satisfy this requirement.

D. Records Retention.

1. ~~All records must be retained for a minimum of two (2) years. Records must be kept on premises and must be available to the Department upon request. The files must be stored in a manner that prohibits access from unauthorized personnel (e.g., locked file cabinet, locked room, password-protected files).~~
2. All client records must be retained for a minimum of two (2) years. Records must be kept on premises and must be available to the Department upon request. These records include the:
 - a. customer release, risk notification, informed consent form, and
 - b. complaint and injury form.
3. A written record of all instruments purchased pre-sterilized used for any and all body art procedures must be retained for a minimum of two (2) years. Records must be kept on premises and must be available to the Department upon request. Invoices or orders can satisfy this requirement.

Commented [JV3]: Deleted for redundancy with subsection C.

E. Requirements for Single-Use Items.

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1. Single-use items must not be used on more than one client for any reason. After use, all single-use needles, razors, and other sharps must be immediately disposed of in approved sharps containers. See Section 615.045(E) for disposal procedures.
2. All products applied to the skin, including body art stencils, pens, markers, etc. must be single use and disposable. Products used in the application of stencils must be dispensed and applied on the area to be tattooed with a suitable clean, single use product and used in a manner to prevent contamination of the original container and its contents. The clean, single use product must be used only once and then discarded. See Section 615.045(E) for disposal procedures.

F. Prohibitions.

1. It shall be unlawful to knowingly perform a body art procedure on any minor without the written consent of that person's parent or legal guardian. That consent is required to be given in person to the body artist by the parent or legal guardian before the body artist may perform the body art procedure. In addition, the parent or legal guardian must present identification to the body artist and the body artist must retain a copy of the identification for their records. The parent or legal guardian must be present in the procedure area at the time of the procedure.
2. It is unlawful to perform body art on another person if the other person is under the influence of intoxicating liquor or a controlled substance.
3. ~~It is prohibited to obtain or attempt to obtain any body art establishment or body artist license by means of fraud, misrepresentation, or concealment.~~

Commented [JY4]: Deleted for redundancy with Sections 615.015(A)(1) and (B)(1)

Section 615.040 **Patrons.**

A. Release Form.

In order for the body artist to perform body art on a client, a release form must be stored in accordance with Section 615.035(D) of this document. The release form must be in written and or digital format. A physical and/or digital copy of this form must be offered to the client. The release form must include at a minimum the following sections:

1. A risk notification section that provides information detailing the risks and possible consequences of a body art procedure must include risks including but not limited to the following:
 - a. body art can cause swelling, bruising, discomfort, bleeding, and pain;
 - b. body art can cause allergic reactions;
 - c. body art can cause irreversible changes to the human body; and
 - d. body art has a risk of infection.
2. A client evaluation section that asks at a minimum the following questions that evaluate the client's condition for receiving body art without violating their medical privacy. This section must include the following statement: Consult a physician prior to the procedure if you have any concerns about any of the questions below:

No.

- a. Are you eighteen (18) years of age or older?
 - b. Have you eaten within the past 4 hours?
 - c. Are you under the influence of drugs or alcohol?
 - d. Have you ingested anticoagulants, antiplatelet drugs, or NSAIDS (aspirin, ibuprofen, etc.) in the last 24 hours?
 - e. Have you ingested any medication that can inhibit the ability to heal a skin wound?
 - f. Do you have any allergies or adverse reactions to dyes, pigments, latex, iodine, or other such products?
 - g. Do you have hemophilia, epilepsy, a history of seizure, fainting, narcolepsy, or other conditions that could interfere with the body art procedure?
 - h. Do you have a history of skin diseases that might inhibit the healing of the body art procedure?
 - i. Do you have any communicable diseases (i.e., hepatitis A, hepatitis B, HIV, or any other disease that could be transferred to another person during the procedure)?
 - j. Do you have diabetes, high blood pressure, heart condition, heart disease, or any other conditions that could interfere with the body art procedure?
 - k. Are you or have you been pregnant within the last 3 months?
3. Client information:
- a. name as it appears on government ID,
 - b. signature,
 - c. birthdate,
 - d. permanent address,
 - e. phone number, and
 - f. a copy of their state or federally issued photo ID with birthdate (i.e., driver's license, state ID, passport, immigration card, etc.).

B. Procedure Record Form.

Each body artist must record all body art procedures administered, including date, time, brief description of the procedure performed (type and location), materials used with lot numbers (such as inks, instruments, jewelry, needles), and the body artist's name. In addition, identification of the sterilized instruments (i.e., date and time) used during the procedure that corresponds with the autoclave load log for those instruments and/or package/lot number must be recorded.

1. The following information about the body art procedure must be written down:
 - a. type of body art procedure;
 - b. location on body;
 - c. design if applicable;
 - d. jewelry styles and sizes if applicable;
 - e. expiration date and batch and/or lot number of all equipment sterilized in the body art procedure or bought pre-sterilized that will be applied to or inserted under the skin;

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- f. expiration date, brand, color, batch and/or lot number of all inks, dyes, and pigments used in the body art procedure;
 - g. date of body art procedure; and
 - h. any complications that occurred during the body art procedure.
2. The following information from the body artist must be collected:
 - a. first and last name; and
 - b. signature

C. *Informed Consent.*

A written informed consent statement, including a signature obtained from the client, must confirm at a minimum the following:

1. client is voluntarily obtaining services of their own free will and volition;
2. client has had the opportunity to read and understand the document ;
3. client has the ability to ask questions about the procedure; and
4. client has received and understands written and verbal aftercare

D. *Client and Artist Rights.*

1. Nothing in this section should be construed to require the body artist to perform a body art procedure upon a client.
2. The client is entitled to a copy of the completed release form in written and/or digital format.

Section 615.045 *Disinfection, Sterilization and Biomedical Waste.*

A. *Physical Facility, Equipment, Devices and Furnishings.*

1. All surfaces used in the body art procedure must be smooth; free of nicks, cuts, and tears; easily cleanable; and nonporous. Surfaces must be cleaned and then disinfected with an EPA-registered tuberculocidal disinfectant prior to and after the body art procedure.
2. All surfaces of equipment and furnishings that come into contact with the body artist during a body art procedure must be covered with a protective, impermeable barrier. Barriers must be single-use and discarded after each client.
3. All equipment and devices used to clean and sterilize body art materials and reusable instruments must be suitable for their intended use. The equipment and devices must be used, cleaned, and maintained according to manufacturer's instructions. A copy of the manufacturer's recommended procedures for the operation of the equipment must be available for inspection by the Department when available from the supplier.

B. *Reusable Instruments.*

1. All reusable instruments are to be cleaned and sterilized after each use in the sterilization room or sterilization area. Instruments must be:

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- a. soaked in an enzymatic or other appropriate solution,
 - b. scrubbed to remove debris,
 - c. rinsed and inspected,
 - d. processed through an ultrasonic cycle,
 - e. rinsed,
 - f. dried,
 - g. inspected,
 - h. sterilized, and
 - i. all sterilization loads must include a Class V or better chemical indicator.
(Steps a-f may be accomplished using an automated instrument washer.)
2. After being cleaned, all reusable instruments used for body art must be sterilized by one of the below methods:
 - a. Contained in sterilization packaging and subsequently sterilized, with the date and cycle number noted on packaging or indicator strips (see Section 615.035(D)).
 - 1) This information must match up with the sterilization log.
 - 2) All sterilization packaging must have a color-changing chemical indicator.
 - b. Unwrapped and subsequently sterilized, stored, and sterilized again immediately prior to use.
 - c. Afterward, sterilized tools must be stored in a cabinet, drawer, or tightly covered container reserved for the storage of sterilized instruments.
 3. An autoclave, ultrasonic, and sterilization room or sterilization area is not be required if the body art establishment uses only pre-sterilized disposable instruments, pre-sterilized body art materials, and pre-sterilized supplies.
 4. Proper Storage of Instruments for Body Art Procedures
 - a. in sterile packages and marked with the cycle number until just prior to a body art procedure, or
 - b. cleanly in containers and ready for sterilization immediately prior to the procedure.
 5. Sterile Equipment Use and Disposal
 - a. Sterile equipment and body art materials must not be used if the package has been compromised.
 - b. Sterile equipment and body art materials must not be used after the expiration date without first reprocessing and re-sterilizing.
 - c. Body art equipment and materials must be disposed of in an appropriate container.

C. *Spore Testing When Using an Autoclave.*

1. Each holder of a license to operate a body art establishment must demonstrate that the autoclave used is capable of attaining sterilization by weekly biological monitoring (spore testing).
2. These tests must be verified by an independent laboratory.
3. The license must not be issued or renewed until documentation of the autoclave's ability to destroy spores is received by the Department.

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4. These test records should be retained for a minimum of two (2) years. Records must be kept on the premises and must be available to the Department upon request. The most recent test must be made available to the public upon request.

D. Procedure for Responding to a Positive Spore Test.

If the mechanical (e.g., time, temperature, pressure) and chemical (internal or external) indicators suggest that the autoclave is functioning properly, a single positive spore test result probably does not indicate autoclave malfunction. The autoclave should be removed from service, though, and sterilization operating procedures reviewed to determine if operator error could be responsible (CDC, 2016).

1. In the sterilization log, document procedures taken to remedy the situation.
2. Remove the autoclave from service and review sterilization procedures (e.g., work practices and use of mechanical and chemical indicators) to determine whether operator error could be responsible for the positive spore test.
3. Recall, to the extent possible, and reprocess all items processed since the last negative spore test in a separate autoclave that has negative spore test results.
4. Retest the autoclave by using biological, mechanical, and chemical indicators after correcting any identified procedural problems.
5. If the repeat spore test is negative, and mechanical and chemical indicators are within normal limits, put the autoclave back in service.
6. The following are required if the repeat spore test is positive:
 - a. Do not use the autoclave until it has been inspected or repaired and the exact reason for the positive test has been determined. This work should be done by a factory authorized service professional, who is certified to repair and maintain the specific autoclave that is being worked on.
 - b. Before placing the autoclave back in service, re-challenge the autoclave with biological indicator tests in three consecutive empty chamber sterilization cycles after the cause of the autoclave failure has been determined and corrected.
7. Maintain sterilization records (i.e., sterilization cycles, maintenance, and spore tests) in accordance with this document.

E. Biomedical Waste.

Facility Policies and Procedures

1. All body art establishments must comply with the following:
 - a. If such registration is applicable in the jurisdiction, body art facilities must register as a biomedical waste-generating facility.
 - b. Biomedical waste mixed with hazardous waste must be managed as hazardous waste.

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- c. Any other solid waste or liquid, which is neither hazardous nor radioactive in character, when combined with untreated biomedical waste must be managed as untreated biomedical waste.
 - d. All surfaces contaminated with spilled or leaked biomedical waste must be decontaminated as part of the cleaning process.
2. Each body art establishment must implement a written operating plan to manage biomedical waste in accordance with this code. This written operating plan must be available for review by the Department and facility personnel. The operating plan must include the following:
 - a. description of training for personnel;
 - b. procedures for segregating, labeling, packaging, transporting, storing, and treating biomedical waste;
 - c. procedures for decontaminating biomedical waste spills; and
 - d. a contingency plan for emergencies.
3. All biomedical waste management records must be maintained onsite for two (2) years and must be available for review by the Department.

Storage and Containment

1. Storage.
 - a. Storage of biomedical waste at the generating facility must not exceed thirty (30) days. The 30-day period commences when the first non-sharps item of biomedical waste is placed into a red bag or sharps container, or when a sharps container containing only sharps is sealed.
 - b. Indoor storage areas must have restricted access and be designated in the written operating plan. They must be located away from pedestrian traffic, be vermin- and insect-free, and be maintained in a sanitary condition. They must be constructed of smooth, easily cleanable materials that are impervious to liquids.
 - c. Outdoor storage areas, including containers and trailers, must (in addition to the above criteria) be conspicuously marked with the international biological hazard symbol and be secured against vandalism and unauthorized entry. The international biological hazard symbol on an outdoor storage area must be a minimum of 6 inches in diameter.
2. Containment.
 - a. Packages of biomedical waste must remain sealed until picked up by biomedical waste transport treatment, except when compacted in accordance with the requirements of this code. Ruptured or leaking packages of biomedical waste must be placed into larger packaging without disturbing the original seal.
 - b. All packages containing biomedical waste must be visibly identifiable with the international biological hazard symbol and one of the following phrases: "biomedical waste," "biohazardous waste," "biohazard," "infectious waste," or "infectious substance." The symbol must be red, orange, or black and the background color must contrast with that of the symbol or comply with the requirements cited in subpart Z of

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29 C.F.R. subparagraph 1910.1030(g)(1)(C), Occupational Exposure to Bloodborne Pathogen Standard.

3. Bags.

Biomedical waste (except sharps) must be packaged and sealed at the point of origin in impermeable, red plastic bags. The international biological hazard symbol must be at least 6 inches in diameter on bags 19 x 14 inches or larger, and at least 1 inch in diameter on bags smaller than 19 x 14 inches. Each plastic bag must meet the following physical properties:

- a. Impact resistance of 165 grams (g) and tearing resistance of 480 g in both the parallel and perpendicular planes with respect to the length of the bag. Impact resistance must be determined using ASTM D-1709-91, and tearing resistance must be determined using ASTM D-1922-89.
- b. Incidental sum concentrations of lead, mercury, cadmium, and hexavalent chromium must be no greater than 100 ppm for dyes used in the coloration of bags.
- c. A letter from the manufacturer of the red bags used in the establishment must be kept on file on the premises.

4. Sharps containers.

- a. Sharps must be discarded at the point of origin into single-use or reusable sharps containers. Sharps must not be placed directly into double-walled corrugated containers. Sharps containers must be sealed when full. A sharps container is considered full when materials placed into it reach the designated fill line or, if a fill line is not indicated, when additional materials cannot be placed into the container without cramming.
- b. Permanently mounted sharps container holders must bear the phrase and the international biological hazard symbol if this information on the sharps container is concealed by the sharps container holder/mount.
- c. The international biological hazard symbol must be at least 1 inch in diameter on sharps containers.
- d. All outer containers must be rigid, leak resistant and puncture resistant. Reusable outer containers must be constructed of smooth, easily cleanable materials and must be decontaminated after each use.
- e. The international biological hazard symbol must be at least 6 inches in diameter on outer containers 19 x 14 inches or larger, and at least 1 inch in diameter on outer containers less than 19 x 14 inches.

Labeling

1. Biomedical waste bags and sharps containers must be labeled with the name and address of the body art facility and address.
 - a. If a bag or sharps container is placed into a larger bag prior to transport, the label for the exterior bag must comply with the same labeling requirements listed above.
 - b. Prior to transport, outer containers must be labeled with the transporter's name, address, registration number, and 24-hour telephone number.

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2. The transporter must provide labels for bags or sharps containers that are generator-specific, such as bar codes or specific container number.

Section 615.050 **Preparation and Care of the Procedure Site.**

A. Glove Usage.

Prior to, during, and after a body art procedure, the body artist must wear gloves and use aseptic technique to ensure that the instruments and gloves are not contaminated. This includes but is not limited to:

1. When setting up the procedure area. This set up includes touching containers, ink bottles, barrier films, and exteriors of sterile packaging.
 2. When prepping skin, applying stencils, or drawing designs on the skin.
 3. Once the procedure is completed, cleaning, applying aftercare, or bandaging to the procedure site.
 4. When tearing down and disinfecting the procedure area.
- B.** Before a body art procedure is performed, the procedure site must be prepped with an antiseptic in accordance with the manufacturer's instructions.
- C.** If shaving is necessary, it must be done before skin prep, and a single-use disposable razor must be used. After use, razors must be placed immediately into a sharps container.
- D.** In the event of bleeding, all products used to stop the flow of blood or to absorb blood must be a sterile, single-use item that is disposed of immediately after use in appropriate covered containers.
- E.** Any single-use items that contact the client must meet the requirements outlined in Section 615.035(E).
- F.** Any products portioned out for the individual must be discarded upon completion of the body art procedure.

Section 615.055 **Complaints and Investigations.**

A. Access.

Upon receipt of a complaint, a Health Officer or other authorized employee of the City, upon proper identification, shall be permitted to enter any body art establishment at any reasonable time to determine if the establishment and its practitioners are in compliance with this Chapter. The Health Officer shall be permitted to examine the records of the body art establishment, to obtain information about supplies purchased, received or used, sterilization records and information regarding patrons who received tattoos, body piercings or branding. Any records

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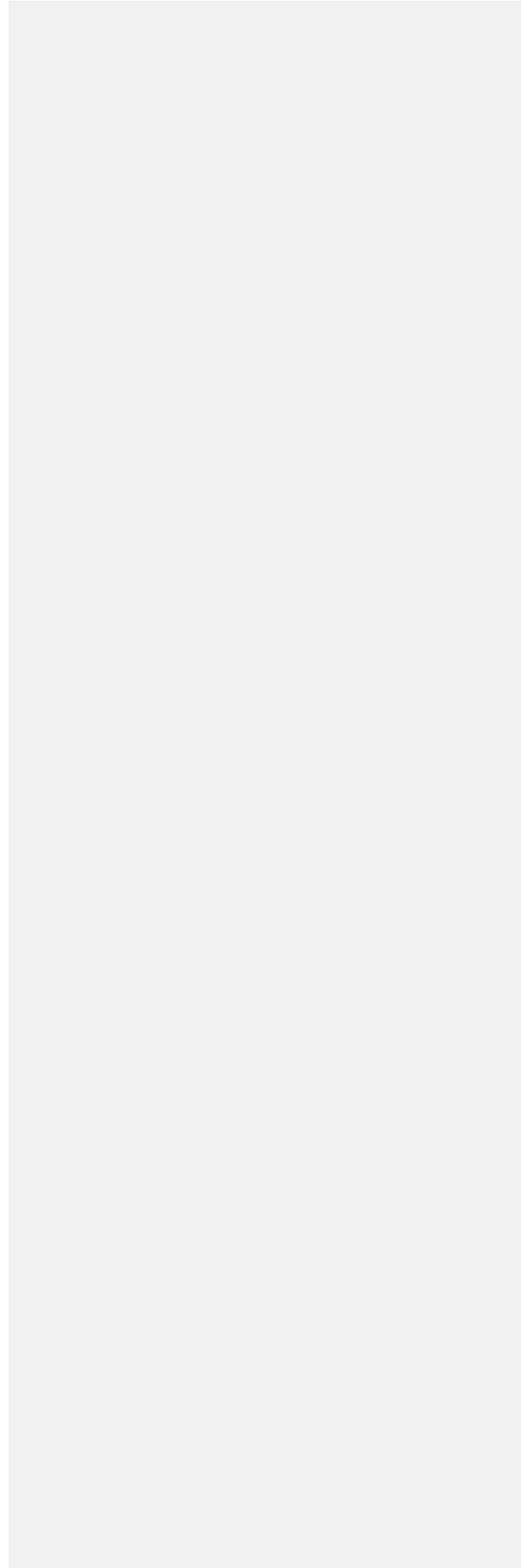
requested by the Health Officer may be copied at the establishment operator's expense. Failure of any licensed body art establishment to permit entry by a Health Officer or to provide access to such records upon request pursuant to this subsection shall be grounds for suspension or revocation of the license.

B. Operator Required to Notify:

1. **Public.** Conspicuously display for the public in the establishment a copy of Section 615.060 of this Code along with the following language: "Complaints should be filed with the Health Department, Attention: Health Supervisor, One St. Peters Centre Boulevard, St. Peters, Missouri 63376." The copy of Section 615.060 shall be posted in close proximity to the license issued by the City for the establishment and shall be printed on a sheet of paper that shall measure approximately eight and one-half (8½) inches in height by eleven (11) inches in width.

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2. **Health Department.**

- a. If the operator becomes aware of an imminent health danger to the public, such as, but not limited to a recalled ink or an employee with a reportable disease, the operator must notify the Health Department at their earliest convenience, but not more than 48 hours from when the operator becomes aware of such imminent health danger.
- b. Any injury or complaint of injury, infections that required treatment by a licensed medical practitioner, or any reportable diseases resulting from the body art procedure that become known to the body artist must be reported by the body artist to the Department using the complaint of injury form within three (3) business days of the body artist becoming aware of the complaint or condition.
- c. Body artists must report all adverse events relating to or suspected of being related to materials used during a body art procedure to the Department and MedWatch, including the name of the artist, client information, description of adverse event(s), and a complete description of materials involved with lot and/or batch codes. This reporting will help identify outbreaks and identify products with manufacturing defects. A record of this reporting must be maintained with the complaint of injury form in client records.

Section 615.060 **Public Complaint Handling and Disposition.**

- A. The City may receive and process any complaint made against any licensed practitioner and/or establishment in which the complaint alleges certain acts or practices may constitute one (1) or more violations of the provisions in this Chapter.
- B. Complaints may be submitted to a Health Officer or the Health Supervisor.
- C. The City may elect to forward any complaint to the Missouri Division of Professional Registration for investigation and enforcement under the provisions of 20 CSR 2267-6.010 to 6.020, as amended.
- D. The City interprets this rule to exist for the benefit of those members of the public who submit complaints. This rule is not deemed to protect, or inure to the benefit of those licensees, or other persons against whom the City has instituted or may institute administrative or judicial proceedings concerning possible violations of this Chapter.

Section 615.065 **Enforcement.**

A. **Inspection.**

1. Department personnel must inspect each body art establishment to ensure compliance with this Code prior to issuing a license to a body art establishment. Department personnel must be granted access to the premises of a body art facility during normal hours of operation, including access to customer and personnel records. Failure to

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provide Department personnel such access shall be grounds for denial, suspension or revocation of a license.

2. Health Officers of the Department must properly identify themselves upon entering a body art establishment to make an inspection. Such an inspection must be conducted no less than once a year and as often as necessary throughout the year to ensure compliance with this Code and to ensure the health and safety of the general public.
3. It is a violation of this Code for the operator in a body art facility to knowingly do any of the following:
 - a. conceal, withhold, or falsify records or evidence;
 - b. interfere with the performance of the duties of the Department;
 - c. make a false statement, representation, certification, record, report, or otherwise falsify information required to be submitted or maintained pursuant to this Code.
4. A digital or written copy of the inspection report must be furnished to the license holder or operator of the body art establishment. The Department retains possession of the original.
5. If, after investigation, the Department should find that an operator is in violation of this Chapter, the Department must advise the operator, in writing, of its findings and instruct the operator to take specific steps to correct such violations. Violations that pose an imminent public health threat, or are deemed critical violations, must to be corrected before operation may resume. These critical violations shall result in a full re-inspection of the facility and a re-inspection fee shall be assessed as described in this section.
6. If at any time the Department has reasonable cause to suspect that public health might be at risk, it can place limitations on the license of a body art establishment or artist. The Department must notify the facility license holder and the body artist license holder. Limitations can include the imposition of restrictions or conditions, or both, on the operations of that body art facility. A body art facility must comply with all license limitations until the Department has conducted an inspection, has determined that the license limitations are no longer necessary, and has issued an order allowing the body art facility to resume operations without the license limitations.
7. Violations that are considered noncritical, will be re-inspected for compliance within ten (10) days.

B. *Suspension and Revocation.*

1. Under the provisions of this Code, license holders may be temporarily required to suspend operations for failure of the holder to comply with the requirements of this Code by having more than one critical violation, or a combination of a critical violation and multiple noncritical, chronic violations.
2. Whenever a license holder or operator has failed to comply with any notice issued under the provisions of this Code, the operator must be notified in writing that operations are to be immediately suspended. The notice must also contain a statement informing the license holder or operator that an opportunity for a hearing will be provided if a written request for a hearing is filed with the Department within ten (10) days following the

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cessation of operations. If a request for hearing is received, a hearing shall be held within thirty (30) days of receipt of the request.

3. Any denial, suspension, or revocation of a license pursuant to this Chapter may be appealed consistent with the procedures set forth in Section 605.025 of this Code.
4. Any licensee may request to resume operations by meeting the following requirements:
 - a. Providing proof that the conditions have been corrected, including but not limited to photos, receipts, and written documentation; and
 - b. Requesting re-inspection, after which the Department must re-inspect the body art establishment and evaluate the documentation provided by an operator. If the applicant is in compliance with the provisions of this Code, the license will be reinstated. Re-inspection fees will be assessed as described in this Section.

C. *Re-inspection Fees.*

Re-inspection fees shall be assessed as follows:

1. Critical Violation re-inspection: sixty dollars (\$60.00).
2. Each additional Critical Violation re-inspection in the same calendar year: one hundred ten dollars (\$110.00).

SECTION NO. 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.

SECTION NO. 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.

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SECTION NO. 4. This Ordinance shall be in full force and take effect on January 1, 2021.

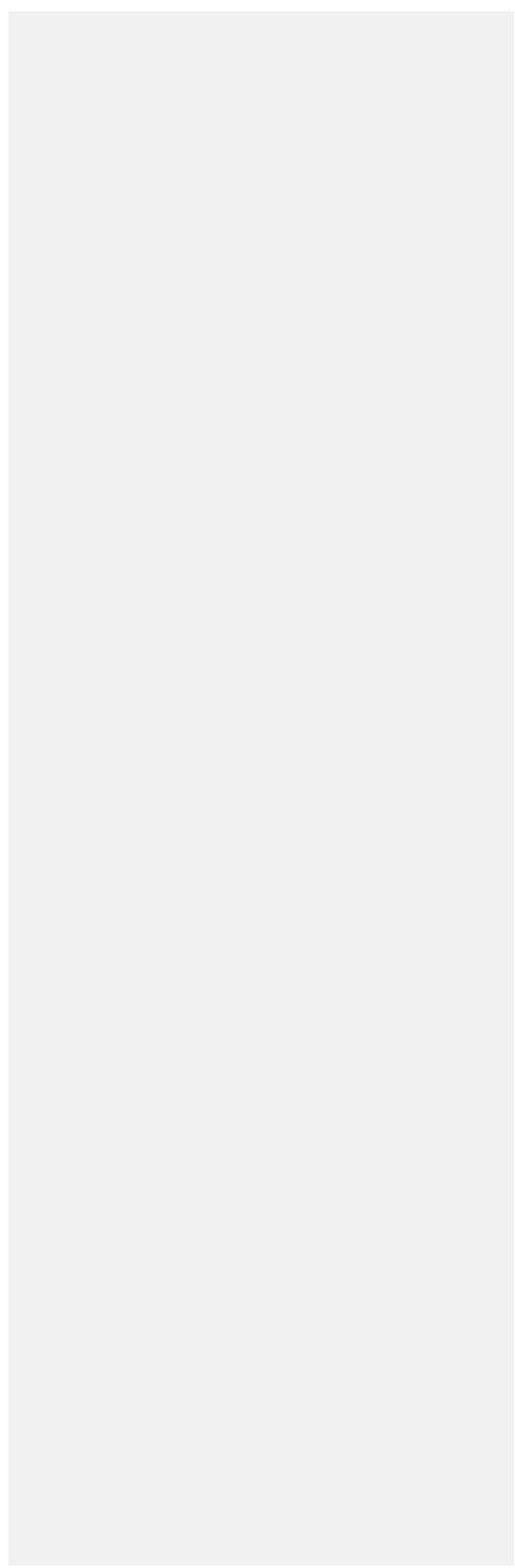
Read two (2) times, passed, and approved this ___ day of _____, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

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No.



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTION 605.001 AND SECTION 605.013 OF THE ST. PETERS CITY CODE; PROVIDING FOR DEFINITIONS AND FEES RELATING TO BODY ARTISTS AND ESTABLISHMENTS

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

SECTION NO. 1. That Section 605.001 of the St. Peters City Code be and is hereby amended by deleting the definition of the term “Tattooing” in its entirety, and enacting new definitions of the terms “Body Art”, “Body Artist” and “Body Art Establishment”, as follows:

Section 605.001. Definitions.

BODY ART

Shall have the same meaning as set forth in Section 615.010 of this Code, as amended.

BODY ARTIST

Shall have the same meaning as set forth in Section 615.010 of this Code, as amended.

BODY ART ESTABLISHMENT

Shall have the same meaning as set forth in Section 615.010 of this Code, as amended.

TATTOOING

Shall have the same meaning as set forth in Section 615.010 of this Code, as amended.

SECTION NO. 2. That subsection A. 2 of Section 605.013 of the City Code be and it is hereby deleted in its entirety, and replaced, in lieu thereof, with the following:

SECTION 605.013: PURPOSE AND SCOPE OF FEES

A. 2. Fees established. Until otherwise provided by ordinance, the following annual fees shall be charged for the businesses and operations specified, in addition to any investigation fees required by ordinance.

License Type	License Fee
Amusement/arcade center (605.220)	\$200 plus \$30 per amusement device fee
Circus/carnival (605.728)	\$10 per concession per week plus surety bond; \$1,000 to \$5,000 to be determined by the Building Commissioner
General business (605.030)	\$50

License Type	License Fee
Itinerant vendor (605.185)	<i>General:</i>
<i>General:</i>	\$50
First 1 to 4 consecutive days	\$200
Each additional 4-day period thereafter during the calendar year	
<i>C-4 license:</i>	<i>C-4 license:</i>
1 to 4 consecutive days	\$50
5 to 30 consecutive days or more consecutive days in a calendar year but less than 181 consecutive days	\$100
Multi-vendor operator (605.186)	\$10 per vendor for each event
Temporary event: 1 to 4 consecutive days	\$2,000 per month/\$24,000 annually for up to 200 vendor stalls per month
Annual	Each additional 100 vendor stalls thereafter per month shall cost an additional \$1,000 per month
Mechanical amusement device (605.105)	\$20 per each device on premises
Massage operator/practitioner	\$25 practitioner
Massage business (605.330)	\$100 annual
Outdoor advertising signs and billboards (605.920)	2% of annual gross income/outdoor sign and billboard
Outdoor music festival (605.770)	\$200 plus \$500 surety bond
Pawnbroker/general business (605.820)	\$500
Investigation fee for a new applicant	\$500
Investigation fee for a repeat applicant	\$250
Peddler/solicitor (605.145)	
First 1 to 4 consecutive days	\$50
Each additional 4-day period thereafter during the calendar year	\$200

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License Type	License Fee
Body art establishment (615.010)	\$75 annual
Body artist	\$25 annual
Taxicab operator (605.400)	\$100 plus \$15 per vehicle
Tow truck operator (605.565)	\$50 plus \$25 per vehicle

[1] *Cross Reference — As to fees for commercial animal establishments, see §205.100 of this Code.*

SECTION NO. 3. Savings.

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

SECTION NO. 4. Severability.

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

SECTION NO. 5. Effective Date.

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

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

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.