
Re: UPDATED: Interdepartmental Agreement & Supplemental Documents

From Angela Pearson <Pearsona@stltreasurer.org>

Date Tue 2/24/2026 10:34 AM

To Jackson, James <jacksonjam@stlouis-mo.gov>

Cc Adam Layne <laynead@stltreasurer.org>; Sean Hadley <hadleys@stlouis-mo.gov>; Kent Flake <flakek@stlouis-mo.gov>; Lenny Freeman <FreemanL@stltreasurer.org>; Edwin Young <younge@stlouis-mo.gov>; Shirley Rukcic <Rukcics@stltreasurer.org>

Good Morning Director Jackson,

I am following up to see if you have had a chance to review the interdepartmental agreement. Nancy Walsh created the template for this agreement. Have you consulted with the legal department as well? Looking forward to your response.

Thanks for your time!

Best,
Angela

Angela Pearson
Deputy Chief of Staff
133 S. 11th Street, Ste. 530
St. Louis, MO 63102



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From: Angela Pearson <Pearsona@stltreasurer.org>

Sent: Tuesday, February 17, 2026 12:27 PM

To: Jackson, James <jacksonjam@stlouis-mo.gov>

Cc: Adam Layne <laynead@stltreasurer.org>; Sean Hadley <hadleys@stlouis-mo.gov>; Kent Flake <flakek@stlouis-mo.gov>; Lenny Freeman <FreemanL@stltreasurer.org>; Edwin Young <younge@stlouis-mo.gov>

Subject: UPDATED: Interdepartmental Agreement & Supplemental Documents

Director Jackson,

Thank you for your time on Friday! Per the conversation, we made the requested edits. Attached is the updated agreement. Please take a look and let us know of any other concerns or questions you may have. Thank you for your time.

Best,

Angela

Angela Pearson
Deputy Chief of Staff
133 S. 11th Street, Ste. 530
St. Louis, MO 63102



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From: Angela Pearson <Pearsona@stltreasurer.org>
Sent: Friday, February 13, 2026 8:31 AM
To: Jackson, James <jacksonjam@stlouis-mo.gov>
Cc: Adam Layne <laynead@stltreasurer.org>; Sean Hadley <hadleys@stlouis-mo.gov>; Lenny Freeman <FreemanL@stltreasurer.org>; Edwin Young <younge@stlouis-mo.gov>
Subject: Re: PLEASE READ: Interdepartmental Agreement & Supplemental Documents

Director Jackson,

Thank you so much for your quick response. I sent a calendar invite for 11am.

Best,
Angela

Angela Pearson
Deputy Chief of Staff
133 S. 11th Street, Ste. 530
St. Louis, MO 63102



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From: Jackson, James <jacksonjam@stlouis-mo.gov>
Sent: Thursday, February 12, 2026 6:38 PM
To: Angela Pearson <Pearsona@stltreasurer.org>
Subject: Re: PLEASE READ: Interdepartmental Agreement & Supplemental Documents

Angela, good evening. We can meet tomorrow at 11A to review the documents. I can share with you that I do not believe we will have vetted the documents appropriately through Legal and the Mayor's office by Tuesday, February 17th so that may not be a hard date for us to launch.

I will send the documents forward this evening and let you know the status of approval at 11A.

James

On Thu, Feb 12, 2026 at 5:09 PM Angela Pearson <Pearsona@stltreasurer.org> wrote:
Director Jackson,

I am following up from our Jan. 15th meeting with a draft interdepartmental agreement and supplemental documents outlining the booting and towing process. The Parking Division would like to begin towing cars immediately , starting Tuesday, Feb. 17th. Lenny has been working in collaboration with Ed to outline the steps to this process - see attached documents.

Due to the time sensitivity of this matter, are you available Friday, Feb. 13th to meet and review the documents? The Treasurer is available 9 am -12pm and 2 -4pm. I apologize for the inconvenience but hopefully we can find a time that works for everyone.

Thank you for your time!

Best,
Angela

Angela Pearson
Deputy Chief of Staff
133 S. 11th Street, Ste. 530
St. Louis, MO 63102



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James A. Jackson, Jr, MPA, PWE
Director, Streets Department
City of St. Louis
1900 Hampton Ave.
St. Louis, Mo 63139
(557) 213 - 2325



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 Outlook

Re: Interdepartmental Contract meeting

From Angela Pearson <Pearsona@stltreasurer.org>

Date Fri 2/13/2026 9:24 AM

To Richardt, Renee <richardtr@stlouis-mo.gov>

Good Morning Renee,

Thank you for catching that, I just added him!

Best,
Angela

Angela Pearson
Deputy Chief of Staff
133 S. 11th Street, Ste. 530
St. Louis, MO 63102



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From: Richardt, Renee <richardtr@stlouis-mo.gov>

Sent: Friday, February 13, 2026 8:41 AM

To: Angela Pearson <Pearsona@stltreasurer.org>

Subject: Interdepartmental Contract meeting

Good Morning Angela,

Could you please add Kent Flake to the meeting scheduled for 11am?

Thank you,

Renee Richardt
Executive Secretary II
City of St. Louis Street Department
314-768-2816

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Re: PLEASE READ: Interdepartmental Agreement & Supplemental Documents

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Subject: Re: PLEASE READ: Interdepartmental Agreement & Supplemental Documents

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process. The Parking Division would like to begin towing cars immediately , starting Tuesday, Feb. 17th. Lenny has been working in collaboration with Ed to outline the steps to this process - see attached documents.

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Thank you for your time!

Best,
Angela

Angela Pearson
Deputy Chief of Staff
133 S. 11th Street, Ste. 530
St. Louis, MO 63102



Transparency | Integrity | Service

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James A. Jackson, Jr, MPA, PWE
Director, Streets Department
City of St. Louis
1900 Hampton Ave.
St. Louis, Mo 63139
(557) 213 - 2325



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**INTERDEPARTMENTAL AGREEMENT BETWEEN
THE OFFICE OF THE TREASURER OF THE CITY OF ST. LOUIS, IN
THE TREASURER’S CAPACITY AS PARKING SUPERVISOR,
AND THE DEPARTMENT OF STREETS FOR THE CITY OF ST. LOUIS FOR
TOWING AND IMPOUNDING SERVICES**

This Agreement, including all attachments and Exhibits hereto (collectively, the “Agreement”) is made and is effective as of this 17th day of February, 2026, by and between the Office of the Treasurer of the City of St. Louis in the Treasurer’s capacity as Parking Supervisor, having its principal office at 1200 Market Street, Room 220, St. Louis, Missouri 63103 (the “Parking Supervisor”), and the Department of Streets of the City of St. Louis, having offices at 1900 Hampton Ave, St. Louis, Missouri 63139, and at 7410 Hall Street, St. Louis, MO 63147 (the “Department”, together with Parking Supervisor, the “Parties”, and each individually, a “Party”).

RECITALS

WHEREAS, the Department is willing and able to provide towing services and perform all obligations in accordance with the terms and conditions of this Agreement, and the Parking Supervisor desires to engage the Department for these purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Article I. Documents and Definitions

Section 1.01 Applicable Documents: The Parties agree that the instruments and documents attached to this Agreement (the “Contract Documents”) are incorporated by reference, and all of the Contract Documents shall constitute part of the Agreement.

The Department agrees to comply with all terms and conditions contained in the Agreement. In the event of a conflict between the terms and conditions set forth in this Agreement and any of the Contract Documents, the terms and conditions set forth in this Agreement shall control unless the Contract Documents expressly provide otherwise.

Section 1.02 Definitions:

- (a) Business Days. The term “Business Days” shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Missouri are authorized or required by law to be closed for business.
- (b) Termination Date. The term “Termination Date” shall mean thirty (60) days after notification of termination, or ten (14) days for cause.
- (c) Boot-Eligible. A vehicle with four or more mature parking violation tickets.
- (d) Subcontractor. The Parking Supervisor has granted booting authority to a subcontractor. This subcontractor is authorized to place boots on vehicles and communicate with the Department when necessary.

Article II. Towing Services and Operations

Section 2.01 Department shall provide towing services for the Parking Supervisor according to the terms set forth in this Agreement and supplemental exhibits. Towing services shall be executed with a phased-in approach beginning with a tow-only operation and scaling up to booting and towing at a later date to be determined by the Parking Supervisor.

Section 2.02 Phased In Operations

- (a) Phase 1: Tow Only Operations will begin on Tuesday, February 17th, 2026. This process is outlined in Exhibit A.
- (b) Phase 2: Booting and Towing Operations
 - (i) When the Parking Supervisor determines the appropriate time to begin booting vehicles, the following process will occur as outlined in Exhibit B.

Section 2.03 Daily Tow Capacity

- (a) The Department shall tow and impound at least 20 vehicles per day within two (2) hours of being notified that the boot is being placed on the vehicle.

Article III. Vehicle Auction

Section 3.01 If a vehicle is not collected within 30 days, the Department shall turn over possession of the vehicle to Copart for auctioning services to dispose of the vehicle in a manner consistent with federal and Missouri law. The Department shall be entitled to the proceeds from the sale of impounded vehicles. Upon receipt of proceeds from the sale, the Department shall pay to the Parking Supervisor the ticket fees associated with the vehicles issued tickets or 50% of the sale proceeds, whichever is less.

Article IV. Cost

Section 4.01 Vehicle owners must pay in full all outstanding parking ticket fines and fifty dollars (\$50) for the boot fee (when applicable) before obtaining their vehicle from the Tow Lot. In addition, owners of impounded cars shall pay to the Department One Hundred Seventy-Five Dollars (\$175.00) for towing services, and an additional Twenty-Five Dollars (\$25.00) for each day the vehicle is impounded after the first day on which the vehicle is initially impounded.

Article V. Oversight.

- a. Oversight Manager. The Parking Supervisor shall have the option to appoint an individual to oversee towing and impounding activities by the Department. The Department shall provide a workstation at the Tow Lot for

the appointed oversight individual.

- b. Camera Surveillance. The Department shall provide the Parking Supervisor login credentials to the Department's security camera system.
- c. Towing Software. The Department shall provide the Parking Supervisor and Oversight Manager access to the Department's towing software, such that allows each Party to locate vehicles within the impound lot.

Article VI. Compensation

Section 6.01 Payment Options – Vehicle owners will have several payment options Treasurer's Office will install a payment kiosk Pay online, Pay in person

Article VII. Term and Termination.

- a. Term. The term of this Agreement shall commence as of the Contract Execution Date and shall continue for a period of one year from the date of this Agreement (the "Initial Term"). This agreement shall auto-renew annually.
- b. Termination. This Agreement may be terminated by either Party for convenience and without cause upon sixty (60) calendar days written notice delivered to the receiving Party. This Agreement may be terminated by either Party for cause upon fourteen (14) calendar days written notice delivered to the other should the other Party fail substantially to perform in accordance with the Agreement's material terms. The non-performing Party may use this fourteen (14) day notice period as an opportunity to cure any failure to substantially perform. If the Department initiates the termination of this agreement, the Streets Director must sign off on designating an additional impoundment lot in accordance with St. Louis City Code 17.56.010.D
- c. Procedures Upon Termination.

Upon expiration of the Transition Period, the Department shall (i) immediately cease to provide all services; (ii) promptly deliver to the Parking Supervisor any and all proprietary property information, and equipment of the City and the Parking Supervisor which was provided to the Department or developed by the Department exclusively for the City and the Parking Supervisor pursuant to this Agreement; (iii) promptly deliver to the Parking Supervisor any final report(s) regarding the collection of data and the issuance of notices of infraction in such format and for such periods as the Parking Supervisor may reasonably request, and which final report the Department shall update or supplement from time to time when and if additional data or information becomes available; (iv) provide the Parking Supervisor all data pertaining to outstanding civil fee payments due and owing to the Parking Supervisor and potential payments due to the Department; and (vii) provide such assistance as the Parking Supervisor may reasonably request from time to time in connection with prosecuting and enforcing notices of infraction issued prior to the termination of this Agreement as prescribed herein.

Article VIII. Representations and Warranties.

- a. Department Representations and Warranties. The Department hereby warrants and represents that:

- (i) it possesses all right, power, and authority to execute and deliver this Agreement and perform its obligations hereunder;
 - (ii) as of the date hereof, it has not entered into any agreements that would conflict with its obligations under this Agreement; and
 - (iii) all services provided by the Department pursuant to this Agreement shall be performed in a professional, timely, and workmanlike manner, and in accordance with applicable law, rules, and regulations including, but not limited to, all ordinances and regulations which address the specific elements of the services to be rendered by the Department hereunder.
- b. Parking Supervisor Representations and Warranties. The Parking Supervisor hereby warrants and represents that:
 - (i) it possesses all right, power, and authority to execute and deliver this Agreement and perform its obligations hereunder; and
 - (ii) and all services provided by the Parking Supervisor pursuant to this Agreement shall be performed in a professional, timely, and workmanlike manner, and in accordance with applicable law, rules and regulations.
- c. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Article IX. Binding. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

Article X. Waiver. Failure of either Party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right contained herein, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

Article XI. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any Party of any legal remedy, including termination.

Article XII. Governing Law. Except as otherwise provided herein, this Agreement shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Missouri, without regard to principles of conflict of laws.

Article XIII. Extent of Agreement. This Agreement including incorporated Schedules and Exhibits represent the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

Article XIV. Counterparts. This Agreement may be executed in one or more counterparts and by signatures exchanged by fax or email, each of which shall be deemed an original and together shall constitute one binding agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned demonstrate their agreement by their authorized signatures below.

**THE TREASURER OF THE CITY OF ST. LOUIS,
IN HIS CAPACITY AS PARKING SUPERVISOR**

Adam Layne
Treasurer

DEPARTMENT OF STREETS FOR THE CITY OF ST. LOUIS

James Jackson
Director

Exhibit B: Parking Division Tow Process*

Created: Feb. 12, 2026

1. PEO/LPR

- a) PEO/LPR identified vehicle is bootable
- b) Issue ticket if currently in violation
- c) Contact Gateway Dispatch with Plate/Location

2. Dispatch/Tow Div

- a) Dispatch verify vehicle is bootable (AIMS vehicle search)
- b) Contact Tow Division
- c) Tow truck will notify dispatcher if vehicle was towed or Gone on Arrival (GOA)
- d) If Towed, citizens need to pay tickets before Tow Div releases vehicle

3. Customers pay

A. At PVB

- i. PVB will fax release form to Gateway & Tow Div after payment is complete
- ii. Dispatch/PVB will update record status in AIMS

B. Online

- i. Citizen shows receipt at Tow Div (Hours of operation M-F 9am to 6pm)
- ii. Tow will contact Gateway Dispatch or Go to www.Parklouie.com/payonline. If dispatch is not available, contact the following:
 - a. Wanda Vernor (314) 768-3609 (o)
 - b. Lorena Morfin- Juarez (314) 768-3607 or (314) 627-2232 ext. 2502
 - c. Ed Lee (314) 768-3604 (o)
- iii. Dispatcher will contact PVB for clarification of payment
- iv. PVB will Fax release form to Gateway & Tow Div
- v. Dispatch/PVB will update record status in AIMS

C. Saturday Tow Div

- i. Citizen shows receipt at Tow Div (Hours of Operation 9am to 12:30pm)
- ii. Tow will confirm payment on www.Parklouie.com/payonline
- iii. Send Gateway/PVB copy of release form
- iv. Dispatch/PVB will update record status in AIMS

*These rules are subject to change

Exhibit A : Parking Division Tow Process (Mon -Fri)

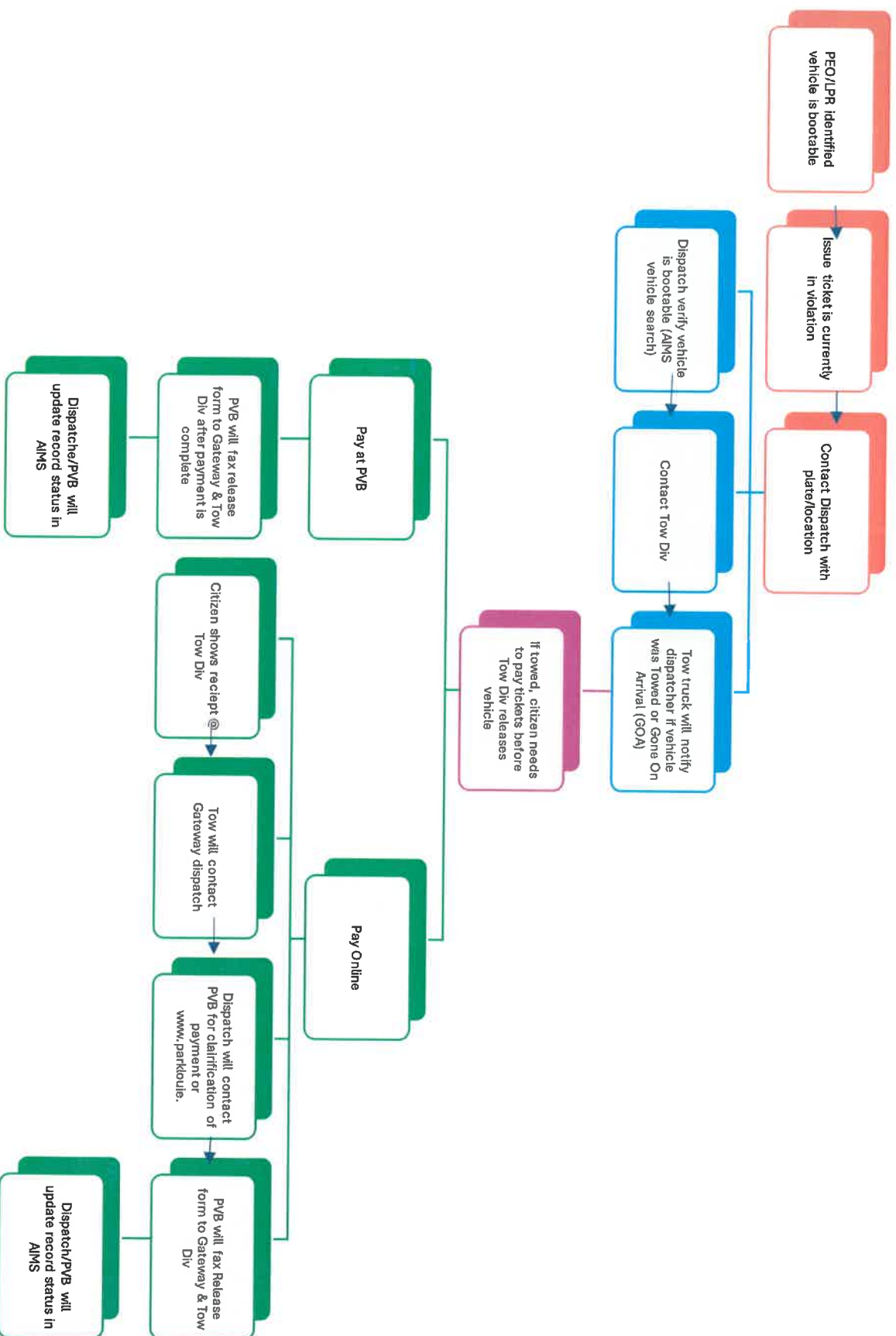
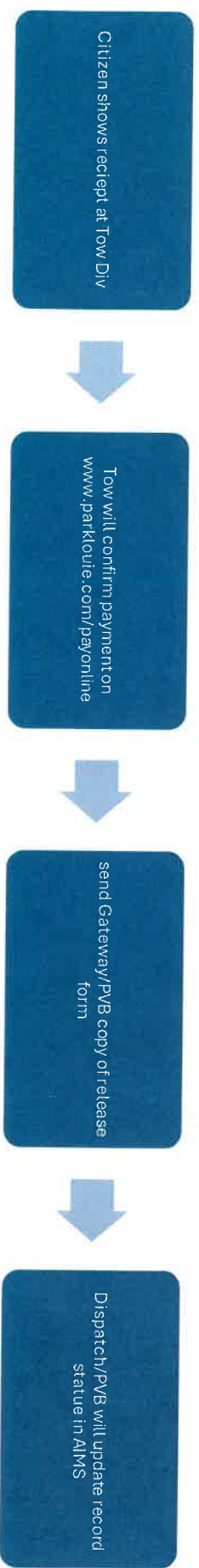


Exhibit A: Parking Division Tow Process (Saturday)



Re: Updated invitation: Treasurer's ofc. follow up @ Fri Jan 16, 2026 1:30pm - 2:30pm (CST)
(pearsona@stltreasurer.org)

Organizer Renee Richardt <richardtr@stlouis-mo.gov>
Meeting time This event occurred 1 month ago (Fri 1/16/2026 1:30 PM - 2:30 PM)
Location <https://meet.google.com/vkx-oxkc-bkf>
My response Not yet responded
Required attendees Renee Richardt, Angela Pearson, James Jackson, Shirley Rukcic, Adam Layne, Kent Flake, Sean Hadley, Edwin Young
Message sent Fri 1/16/2026 5:09 PM

Excellent! Thank you Ms. Pearson!

James

On Fri, Jan 16, 2026 at 4:43 PM Angela Pearson <Pearsona@stltreasurer.org> wrote:

Good Afternoon All,

Thank you so much for your time today! Attached is a copy of the meeting recap notes. Lenny will be reaching out to Ed to get a meeting scheduled some time next week!

Best,
Angela

Angela Pearson
Deputy Chief of Staff
133 S. 11th Street, Ste. 530
St. Louis, MO 63102



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From: Renee Richardt <richardtr@stlouis-mo.gov>

Sent: Friday, January 16, 2026 3:27 PM

To: Angela Pearson <Pearsona@stltreasurer.org>; James Jackson <jacksonjam@stlouis-mo.gov>; Shirley Rukcic <Rukcics@stltreasurer.org>; Adam Layne <laynead@stltreasurer.org>; Kent Flake <flakek@stlouis-mo.gov>;

Sean Hadley <hadleys@stlouis-mo.gov>; Edwin Young <younge@stlouis-mo.gov>

Subject: Updated invitation: Treasurer's ofc. follow up @ Fri Jan 16, 2026 1:30pm - 2:30pm (CST)
(pearsona@stltreasurer.org)

When: Friday, January 16, 2026 1:30 PM-2:30 PM.

Where: <https://meet.google.com/vkx-oxkc-bkf>

This event has been updated

Changed: attachments

Join with Google Meet

Meeting link

meet.google.com/vkx-oxkc-bkf

Join by phone

(US) +1 862-227-4387

PIN: 383822126

More phone numbers

Attachments CHANGED

 Treasurer's ofc. follo...

 Treasurer's ofc. follo...

 Notes by Gemini

Virtual follow up between Treasurer's office and Street Department

When

Friday Jan 16, 2026 · 1:30pm – 2:30pm (Central Time - Chicago)

Guests

Renee Richardt - organizer

pearsona@stltreasurer.org

James Jackson

rukcics@stltreasurer.org

laynead@stltreasurer.org

Kent Flake

Sean Hadley

Edwin Young

View all guest info

Reply for pearsona@stltreasurer.org

Yes No Maybe More options

Invitation from Google Calendar

You are receiving this email because you are an attendee on the event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. Learn more

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Treasurer's Office + Streets Department

Follow-Up Meeting

Friday, January 16, 2026

1:30 pm

1. Parking
 - a. Review Sign Replacement List - Lenny
2. Booting and Towing
 - a. Recap Jan. 12th Downtown Neighborhood Association Meeting
 - i. Sean stated the Tow Lot has capacity
 - b. Review Terms of Impoundment Lot
 - c. Discuss Operations
3. Fiscal
 - a. Permits



Treasurer's Office + Streets Department

Follow-Up Meeting Minutes

Friday, January 16, 2026

1:30 pm

1. Parking

a. Review Sign Replacement List – Lenny

i. Lenny Freeman will send our priority list to Len Eftim

1. Copy Justin Dicarlo, Dir. Jackson

2. Booting and Towing

a. Treasurer's Office will develop a draft Interdepartmental Agreement

i. 15 cars booted & towed per day

b. Boot Eligible List

i. Treasurer's Office to send Kent, Ed and Dir. Jackson a list of boot eligible cars for cross reference.

c. Joint Operations Meeting

i. Treasurer's Office and Streets will host a joint meeting to discuss in detail the new booting and towing operations.

d. Payment Kiosk

i. Lenny to visit City Tow Lot to scope a location for the payment kiosk

e. AMES Training

i. Tow Lot staff need to be trained on new AMES system



3. Fiscal

- a. Streets asked that Sandy Colvin and Kent Flake be copied on emails regarding fiscal matters.

12/15/25



1. Introductions
2. Overview of Treasurer's Office
 - a. Parking
 - i. Signage Needs
 1. Lenny delegate to Greg to create a priority list of signs that need replacement
 2. Yellow Curbs
 - a. Find the money, Streets will find the people
 - b. Treasury
 - c. Financial Education
 - i. Connect with Executive Assistant
3. Booting and Towing
 - a. What is our lost revenue from Booting and Towing?
 - b. Follow up in 30 Days
4. Auction Operations & Finances

Shirley Rukcic

From: Birkicht, Barbara <birkichtb@stlouis-mo.gov>
Sent: Tuesday, September 9, 2025 9:33 AM
To: Walsh, Nancy
Cc: Garvin, Michael; Shirley Rukcic
Subject: Re: booting & towing

Follow Up Flag: Follow up
Flag Status: Flagged

I will.

Barbara Birkicht
Associate City Counselor
1200 Market Street
Room 314
St. Louis, MO. 63103
BirkichtB@stlouis-mo.gov
314/622-4257

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On Tue, Sep 9, 2025 at 8:35 AM Walsh, Nancy <walshn@stlouis-mo.gov> wrote:
Barb, Could you please take a look at this and connect with Shirley?

Thank you,

Michael A. Garvin
City Counselor
1200 Market Street, Room 314
St. Louis, MO 63103
314-622-4078 Phone
314-622-4956 Fax

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----- Forwarded message -----

From: **Shirley Rukcic** <Rukcics@stltreasurer.org>

Date: Mon, Sep 8, 2025, 5:12 PM

Subject: booting & towing

To: Garvin, Michael <garvinm@stlouis-mo.gov>

Cc: Kent Flake <flakek@stlouis-mo.gov>

Hi Mike- We recently met with Kent Flake and Ed Young regarding our desire to reinstitute our booting and towing program for vehicles that have over 4 delinquent unpaid parking violations. It's been about 2 years that we have been wanting to resume our efforts but the tow lot has not had the staffing and storage capacity. We discussed using Metro West until such time the City can service our needs. We anticipate towing about 300 vehicles per month.

I've attached our proposed contract along with the City Code which speaks to the removal and impoundment of vehicles for your review.

Thank you!

Regards,

Shirley Rukcic (she/her)

Chief of Staff & Counsel

133 S. 11th St., Ste. 530

St. Louis, MO 63102

314.366.3080



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Nancy J. Walsh
Attorney Manager
City of St. Louis Law Department
1200 Market St., Room 314
St. Louis, MO 63103
Direct Line: (314) 622-4378
Main Line: (314) 622-3361
Fax: (314) 622-4956
E-mail: walshn@stlouis-mo.gov

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Shirley Rukcic

From: Angela Pearson
Sent: Monday, July 7, 2025 11:30 AM
To: Nancy Hawes
Cc: Emily Thenaus; Shirley Rukcic; Adam Layne
Subject: Treasurer's Office Towing and Booting Proposal Documents
Attachments: Metro West Service Contract FINAL 3.31.25-1 FULLY EXECUTED WITH EXHIBITS.pdf; Ltr to Director.pdf; draft designation approval.docx; City Code Ch. 17.pdf; 2024-Parking-RFP.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Nancy and Emily,

I hope you all had a great holiday weekend!

Thank you for taking the time to meet with Treasurer Layne a few weeks ago. When we talked Jim was leaving, I am not sure if you have appointed another Streets Director but I wanted to follow up and provide more background information regarding our proposal to reinstate car booting and towing for unpaid parking tickets. Per our conversation-the Treasurer's Office has the authority to boot and tow for unpaid parking tickets but we suspended this function in 2018 due to the Hall Street Tow Lot being at capacity.

We would like to restart this process using a vendor Metro West who would handle all the towing functions and vehicle storage. We just need approval from the Streets Director to designate Metro West as an impound area. Attached is a copy of the City Code detailing the impound area designation, our previous letter to former Streets Director Williams, the RFP, contract with Metro West and draft approval letter.

Please let me know if you have any further questions.

Angela Pearson
Deputy Chief of Staff
133 S. 11th Street, Ste. 530
St. Louis, MO 63102



Transparency | Integrity | Service

Lenny Freeman

From: Lenny Freeman
Sent: Tuesday, May 13, 2025 11:31 AM
To: Young, Edwin
Subject: RE: Towing Discussion

Thank you!

From: Young, Edwin <younge@stlouis-mo.gov>
Sent: Tuesday, May 13, 2025 11:29 AM
To: Lenny Freeman <FreemanL@stltreasurer.org>
Subject: Re: Towing Discussion

Will do.

Ed young
Towing Service supervisor
Department of Streets
314-383-7546

On Tue, May 13, 2025, 11:13 AM Lenny Freeman <FreemanL@stltreasurer.org> wrote:

Hi Ed

Can you please contact Kent and Jim to set up a meeting about towing. We would like to set this up ASAP.

Thank you in advance

From: Young, Edwin <younge@stlouis-mo.gov>
Sent: Tuesday, May 6, 2025 12:31 PM
To: Lenny Freeman <FreemanL@stltreasurer.org>
Cc: Adam Layne <laynead@stltreasurer.org>; Shirley Rukcic <Rukcics@stltreasurer.org>
Subject: Re: Towing Discussion

Flakek@stlouis-mo.gov Jim is getting his email setup now. Let kent know for Jim

Ed young
Towing Service supervisor

Department of Streets

314-383-7546

On Tue, May 6, 2025, 12:28 PM Lenny Freeman <FreemanL@stltreasurer.org> wrote:

Ok, can you forward me their email address.

Thank you

From: Young, Edwin <younge@stlouis-mo.gov>

Sent: Tuesday, May 6, 2025 12:26 PM

To: Lenny Freeman <FreemanL@stltreasurer.org>

Cc: Adam Layne <laynead@stltreasurer.org>; Shirley Rukcic <Rukcics@stltreasurer.org>

Subject: Re: Towing Discussion

Please add kent flake and Jim suelmann for this meeting please

Ed young
Towing Service supervisor

Department of Streets

314-383-7546

On Tue, May 6, 2025, 12:00 PM Lenny Freeman <FreemanL@stltreasurer.org> wrote:

Hi All

Please provide your availability to discuss towing for the Treasurer's office/Parking Division for the week of May 12 – 16.

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Lenny Freeman

From: Young, Edwin <younge@stlouis-mo.gov>
Sent: Tuesday, May 13, 2025 2:47 PM
To: Kent Flake; James Suelmann; Lenny Freeman
Subject: Booting Vehicles

The Treasurer's office wants to have a meeting about booting vehicles. They would like to know when available, so we can discuss this

--

Ed young
Towing Service supervisor
Department of Streets
314-383-7546

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Lenny Freeman

From: Young, Edwin <younge@stlouis-mo.gov>
Sent: Wednesday, May 7, 2025 3:11 PM
To: Lenny Freeman
Cc: Adam Layne; Shirley Rukcic; Flake, Kent
Subject: Re: Towing Discussion

Any time works for me accept 5-12-25 rest of the week

Ed young
Towing Service supervisor
Department of Streets
314-383-7546

On Tue, May 6, 2025, 12:40 PM Lenny Freeman <FreemanL@stltreasurer.org> wrote:

Hi All

The Treasurer's Office/Parking Division would like to sit down and discuss our towing needs. Everyone, please let me know your availability for the week of May 12 – 16.

Mr. Flake, please invite Jim Suelmann to the meeting.

Thank you

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Lenny Freeman

From: Lenny Freeman
Sent: Tuesday, April 22, 2025 12:20 PM
To: younge@stlouis-mo.gov
Subject: towing

Hi Ed

Hope you're doing well!

We would like to start booting/towing May 1, 2025. Do you have any room on the tow lot for us or are you still at your capacity? Please let me know.

Thank you in advance.

Shirley Rukcic

From: Shirley Rukcic
Sent: Wednesday, April 9, 2025 11:50 AM
To: Betherny Williams
Subject: FW: Storage of towed vehicles due to parking tickets
Attachments: City Code Ch. 17.pdf; draft designation approval.docx; Ltr to Director.pdf; Metro West Service Contract FINAL 3.31.25-1 FULLY EXECUTED WITH EXHIBITS.pdf

Importance: High

Regards,

Shirley Rukcic (she/her)
Chief of Staff & Counsel
133 S. 11th St., Ste. 530
St. Louis, MO 63102
314.366.3080



Transparency | Integrity | Service

From: Shirley Rukcic
Sent: Tuesday, April 1, 2025 12:59 PM
To: 'Nancy Cross' <crossn@stlouis-mo.gov>
Cc: Adam Layne <laynead@stltreasurer.org>
Subject: FW: Storage of towed vehicles due to parking tickets
Importance: High

Hi Nancy! We have officially executed a contract with Metro West towing and plan to restart our booting and towing program on May 1, 2025. We are again requesting that the Streets Director designate Metro's storage facilities as an "impoundment area" pursuant to Chapter 17 of the City Code. The storage facility is located at 1325 N. 10th St and 1213, 1220 and 1221 E. 14th St.

I have attached the original letter to Ms. Williams dated March 27, 2024, Chapter 17 of the City Code, a draft approval letter and our Metro West towing contract.

Thank you for your prompt attention to this matter.

Regards,

Shirley Rukcic (she/her)
Chief of Staff & Counsel
133 S. 11th St., Ste. 530
St. Louis, MO 63102
314.366.3080



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From: Shirley Rukcic
Sent: Wednesday, April 17, 2024 4:16 PM
To: Nancy Cross <crossn@stlouis-mo.gov>
Subject: RE: Storage of towed vehicles due to parking tickets

Hi Nancy- Just checking on the status of our request. Has the City Counselor had the opportunity to review?

Additionally, I want to reiterate that Metro-West Services will provide the towing service and we would not rely on the City to tow.

Thank you!

Regards,

Shirley Rukcic (she/her)
Chief of Staff & Counsel
133 S. 11th St., Ste. 530
St. Louis, MO 63102
314.366.3080



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From: Shirley Rukcic
Sent: Thursday, April 4, 2024 3:08 PM
To: Nancy Cross <crossn@stlouis-mo.gov>
Subject: RE: Storage of towed vehicles due to parking tickets

Thank you!!

Regards,

Shirley Rukcic (she/her)
Chief of Staff & Counsel
133 S. 11th St., Ste. 530
St. Louis, MO 63102
314.366.3080



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From: Nancy Cross <crossn@stlouis-mo.gov>
Sent: Thursday, April 4, 2024 1:04 PM
To: Shirley Rukcic <Rukcics@stltreasurer.org>
Subject: Re: Storage of towed vehicles due to parking tickets

Sheena is reviewing the letter so when Betherny gets back she can sign the letter.

Sent from my iPhone

On Apr 3, 2024, at 5:04 PM, Shirley Rukcic <Rukcics@stltreasurer.org> wrote:

Hi Director Williams- Have you had a chance to review my below email request?

Regards,

Shirley Rukcic (she/her)
Chief of Staff & Counsel
133 S. 11th St., Ste. 530
St. Louis, MO 63102
314.366.3080

<image001.png>
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From: Shirley Rukcic
Sent: Wednesday, March 27, 2024 4:12 PM
To: Betherny Williams <williamsbeth@stlouis-mo.gov>
Cc: 'Nancy Cross' <crossn@stlouis-mo.gov>; Adam Layne <laynead@stltreasurer.org>
Subject: Storage of towed vehicles due to parking tickets
Importance: High

Hello Director Williams:

The Treasurer's Office is planning to resume our booting and towing program. I met with Nancy Cross last week to discuss the matter. Due to City tow lot capacity issues, we would like to use Metro-West Services for both towing and storage. To do so, we will need you, as Director of Streets, to designate the land they utilize for storage as an Impoundment Area pursuant to City Code.

Attached is my letter explaining the need and requesting such designation, relevant sections of City Code Chapter 17, and draft language for your designation should you choose to utilize.

Feel free to reach out on my cell phone to discuss, 314-874-5524. Thank you for your prompt attention and consideration of this matter!

Regards,

Shirley Rukcic (she/her)
Chief of Staff & Counsel
133 S. 11th St., Ste. 530
St. Louis, MO 63102

314.366.3080

<image001.png>

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TREASURER'S OFFICE
CITY OF SAINT LOUIS
MISSOURI

133 South 11th Street, Suite 530
St. Louis, MO 63102
(314) 612-1475
Fax: (314) 622-4246
Rukcics@stltreasurer.org

SHIRLEY J. RUKCIC
Chief of Staff and Counsel

March 27, 2024

Bethery Williams, Director
Street Department
1900 Hampton Ave.
St. Louis, MO 63139

Re: Towing and Storage of Vehicles

Dear Director Williams:

The Treasurer's Office ceased booting and towing of vehicles with four (4) or more previously issued parking violation notices in 2020. We would like to resume our booting and towing program.

Due to the inability of City Tow to accommodate our towing and storage needs of 300 vehicles per month, we are interested in utilizing a private company. Any vehicle we tow as authorized by City Code 17.56.020.B.4 must be moved to an "impoundment area" pursuant to 17.56.140. Impoundment area is defined in 17.56.010 as "...any area or areas...designated by the Director of Streets as a storage area for vehicles or parts removed pursuant to this chapter."

The Treasurer's Office is requesting you designate the property held by Metro-West Services located at 1325 N. 10th St. and 1220 N. 14 St., St. Louis, MO 63106, as an "Impoundment area." We plan to utilize Metro-West to tow and store vehicles in resumption of our booting and towing program.

Thank you!

Yours truly,

A handwritten signature in black ink, appearing to read "Shirley Rukcic".

Shirley Rukcic

March 28, 2024

Adam L. Layne
Treasurer, City of St. Louis
1200 Market St., Room 220
St. Louis, MO 63103

Re: request for “Impoundment area” designation

Dear Treasurer Layne:

Pursuant to your request dated March 27, 2024, I hereby designate the property held by Metro-West Services located at 1325 N. 10th St. and 1220 N. 14th St., St. Louis, MO 63106, as an “Impoundment area” in accordance with St. Louis City Code 17.56.010.D for storage of any vehicle removed from its location by the Treasurer’s Office pursuant to 17.56.020.B.4.

Yours truly,

Betherny Williams
Director of Streets
City of St. Louis

17.56.010 - Definitions.

As used in this chapter:

- A. "Abandon" means any act of physically depositing a vehicle or any part or parts of a vehicle, upon any public street, alley or other public right-of-way, or any public land, or upon any private land, and includes any separate act of leaving unattended, any part or parts or residue of any vehicle resulting from the dismantling or dismemberment of any vehicle or elements thereof on any public street, alley or other public right-of-way, or any public land, or upon any private land, whether or not such person dismantling or dismembering placed the vehicle or any part or parts thereof upon such land prior.
- B. "Abandoned vehicles and abandoned parts" means all vehicles containing or intended to contain an engine, trailers, whether coupled or not, and any part or parts of vehicles left abandoned on any property.
- C. "Emergency removal" means the removal of a vehicles where the vehicle's location or condition poses a real and imminent danger or hazard to the safety of others, menace to traffic, or interferes with the repair, maintenance, cleaning or emergency use of the public right-of-way.
- D. "Impoundment area" means any area or areas so designated by the Board of Police Commissioners with the approval of the Director of Streets or designated by the Director of Streets as a storage area for vehicles or parts removed pursuant to this chapter.
- E. "Non-emergency removal" means the removal of a vehicle where the vehicle's location or condition poses no real and imminent danger or hazard to the safety of others nor menace to traffic.
- F. "Owner of a parcel of land" means any person, firm, corporation or other legal entity possessed with the lawful right to control any parcel of land, and shall include any person, firm or corporation having a recorded mortgage, lien, or other encumbrance on the parcel of land.
- G.

"Owner of vehicle" means any owner as recorded in the records of the appropriate state authority, and shall include any holder of a recorded security interest in the vehicle.

(1994 C., § 17.56.010; Ord. No. 60935, §§ 1(B)(part), 2, 1988.)

17.56.020 - Removal—Reasons enumerated.

A. *Emergency Removal*. Whenever:

1. Any vehicle is so disabled on the street as to constitute a hazard or obstruction to traffic and the person in charge of the vehicle is unable to provide for its timely removal;
2. Any vehicle is parked on the public right-of-way and is directly interfering with the flow of traffic, the maintenance or the emergency use of the public right-of-way;
3. Any vehicle is stopped on the street and the driver is taken into custody by the Police Department and such vehicle would thereby be left unattended on the street.

B. *Non-emergency Removal*. And whenever:

1. Any vehicle is parked in a place where parking is not permitted;
2. Any vehicle is parked in violation of other parking provisions;
3. Any vehicle is parked on the street, roadway or other public place without current state license plates;
4. Any vehicle is within the City limits having four (4) or more previously issued parking violation notices or one (1) or more traffic summonses, that the driver, owner or person in charge of said vehicle has failed to answer or on which he has failed to appear;
5. Any vehicle is continuously parked on a street or alley for more than five days;
6. Any vehicle is parked continuously for five days on any street, alley, roadway or driveway where parking is permitted on property owned by the St. Louis Housing Authority;
- 7.

Any vehicle is parked on private land without the consent and upon the complaint to the Police Department or the Street Department by the owner, lessee or person in charge of such property and such owner, lessee or person in charge agrees to guarantee the payment of all towing and storage charges;

8. Any abandoned vehicle parts or part of a vehicle have been deposited on any street, alley, or other public right-of-way including any street, alley, roadway or driveway owned by the St. Louis Housing Authority, or any other land owned by a public agency within the City limits;
9. Any vehicle on private land does not operate or is in such a condition as to constitute a public safety hazard, whether it does or does not have license plates currently registered to that vehicle, except:
 - a. A vehicle which is completely enclosed within a building or fenced area so as to not constitute a hazard to children and which is not visible from the public street or other public or private property;
 - b. A vehicle or part thereof which is standing or parked in a lawful manner on private property in connection with the business of a licensed salvage, scrap or junk dealer;
10. Any abandoned vehicle parts or part of a vehicle is deposited on any private land; such vehicle or vehicle parts or part of a vehicle may be removed subject to provisions of this chapter, codified as Sections 17.56.030 and 17.56.040. The Police Department or Director of Streets through their agents or contractors are vested with the discretion to determine what constitutes an illegally parked vehicle, abandoned vehicle or abandoned vehicle part (of a vehicle) according to this section;
11. Any vehicle is continuously parked on a street or alley in the opposite direction of travel for more than twenty-four (24) hours not including dead-end streets or dead-end alleys.

(1994 C., § 17.56.020; Ord. No. 68299, § 1, 2-16-2009; Ord. No. 60935, §§ 1(B)(part), 3, 1988.)

17.56.140 - Impoundment—Required.

Any vehicle or parts or part removed pursuant to Section 17.56.020 shall be removed to an impoundment area as defined in Section 17.56.010.

(1994 C., § 17.56.140; Ord. No. 60935, §§ 1(B)(part), 15, 1988.)

AGREEMENT BETWEEN
THE CITY OF ST. LOUIS, MISSOURI, THROUGH THE TREASURER
IN HIS CAPACITY AS PARKING SUPERVISOR,
AND MOJO'S METRO WEST TOWING & RECOVERY LLC D/B/A/
METRO WEST SERVICES AND LOGISTICS LLC
FOR
TOWING AND IMPOUNDING

This Agreement, including all attachments and Exhibits hereto (collectively, the "Agreement") is made and is effective as of this 27 day of March, 2025, by and between THE CITY OF ST. LOUIS (the "City"), through the Treasurer in his capacity as Parking Supervisor, having its principal office at 1200 Market Street, Room 220, Saint Louis, Missouri 63103 (the "Parking Supervisor"), and MOJO'S METRO WEST TOWING & RECOVERY LLC, d/b/a/ METRO WEST SERVICES AND LOGISTICS LLC, a Missouri limited liability company, having offices at 1325 N. 10th Street, Saint Louis, Missouri 63106 (the "Vendor", together with Parking Supervisor, the "Parties", and each individually, a "Party").

RECITALS

WHEREAS, the Parking Supervisor issued a Request for Proposal ("RFP") to provide towing services for the City; and

WHEREAS, in response to the RFP, the Vendor submitted a technical proposal dated February 23, 2024, to provide towing services for the City; and

WHEREAS, the Vendor represents that it has the present capacity and experience and is qualified to provide the services and perform all obligations provided in this Agreement; and

WHEREAS, the Vendor is willing and able to provide the services and perform all obligations in accordance with the terms and conditions of this Agreement as an independent vendor; and

WHEREAS, Hudson and Associates, LLC, a Missouri limited liability company ("Hudson") will provide booting services in accordance with that certain agreement dated March 26th, 2025.

WHEREAS, Copart will provide the services and perform the obligations related to disposal of vehicles by auction for the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Documents and Definitions.

A. **Applicable Documents**: The Parties agree that the instruments and documents attached to this Agreement (the "Contract Documents") are incorporated by reference, and all of the Contract Documents shall constitute part of the Agreement.

The Vendor agrees to comply with all terms and conditions contained in the Agreement. In the event of a conflict between the terms and conditions set forth in this Agreement and any of the Contract Documents, the terms and conditions set forth in this Agreement shall control unless the Contract Documents expressly provide otherwise.

B. **Definitions**:

1. **Business Days**. The term "Business Days" shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Missouri are authorized or required by law to be closed for business.

2. **Termination Date**. The term "Termination Date" shall mean thirty (30) days after notification of termination, or ten (ten) days for cause.

2. **Approval**. This Agreement is contingent upon the Street Director approving the Vendor's land located at 1325 North 10th St. and 1213, 1220, and 1221 E 14th Street, Saint Louis, MO 63106, as an impoundment area.

3. **Services**. Vendor shall provide towing services for the City according to the terms set forth in this Agreement and supplemented in Exhibit A.

a. **Towing**. Vendor shall tow and impound all vehicles booted in accordance with that certain agreement dated March 26th, 2025, by and between Hudson and the City, within three (3) hours of the boot being placed on the vehicle.

b. **Vehicle Auction**. If a vehicle is not collected within an appropriate amount of time, as agreed upon by the City and the Vendor, Vendor shall turn over possession of the vehicle to Copart for auctioning services to dispose of the vehicle in a manner consistent with federal and Missouri law. The Vendor shall be entitled to the proceeds from the sale of impounded vehicles, upon the receipt of proceeds from the sale, the Vendor shall pay to the city the ticket fees associated with the vehicles issued tickets or 50% of the sale proceeds, whichever is less.

c. **Cost**. Owners of impounded cars shall pay to the Vendor One Hundred Seventy-Five Dollars (\$175.00) for towing services, and an additional Twenty-Five Dollars (\$25.00) for each day the vehicle is impounded after the first day on which the vehicle is initially impounded. The City shall not be required to pay the Vendor for the towing, impounding, or release of any vehicle.

4. Oversight.

- a. Oversight Manager. The City shall have the option to appoint an individual to oversee towing and impounding activities by the Vendor. The Vendor shall provide a workstation for an appointed oversight individual.
- b. Camera Surveillance. The Vendor shall provide to the City login credentials to the Vendor's security camera system.
- c. Towing Software. The Vendor and the City shall each have access to the Vendor's towing software, such that allows each Party to locate vehicles within the impound lot.

5. Compensation. Except for as provided in Section 3.b, the City shall not compensate the Vendor for its services.

6. Term and Termination.

- a. Term. The term of this Agreement shall commence as of the Contract Execution Date and shall continue for a period of one year from the date of this Agreement (the "Initial Term"). The Parties shall have the right, but not the obligation, to extend the term of this Agreement upon mutual agreement of Vendor and the City, for two (2) additional periods of one (1) year immediately following the expiration of the Initial Term (the "Renewal Term" and collectively with the Initial Term, the "Term"). The Parties may exercise the right to extend the term of this Agreement for the Renewal Term with written notice from the Parking Supervisor on behalf of the City to the Vendor not less than sixty (60) days prior to the last day of the Initial Term, or the then current Renewal Term, as applicable, and the Vendor providing written acceptance of the Renewal Term within ten (10) days of receipt of written notification. The sixty (60) day prior notice requirement can be waived if the City waives such requirement in the renewal notice and such waiver is accepted by the Vendor in the Vendor's written acceptance.
- b. Termination. This Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to the Vendor, in which event the Vendor shall be paid for all work performed up until the Termination Date. This Agreement may be terminated by either Party for cause upon ten (10) calendar days written notice delivered to the other should the other Party fail substantially to perform in accordance with the Agreement's material terms. The non-performing Party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Vendor abandons this Agreement, it shall indemnify the City against any loss caused by said abandonment.
- c. Procedures Upon Termination.

Upon expiration of the Transition Period, the Vendor shall (i) immediately cease to provide all services; (ii) promptly deliver to the Parking Supervisor any and all proprietary property information of the City and the Parking Supervisor which was provided to the Vendor or developed by the Vendor exclusively for the City and the Parking Supervisor pursuant to this Agreement; (iii) promptly deliver to the Parking Supervisor any final report(s) regarding the collection of data and the issuance of notices of infraction in such format and for such periods as the Parking Supervisor may reasonably request, and which final report the Vendor shall update or supplement from time to time when and if additional data or information becomes available; (iv) provide the Parking Supervisor all data pertaining to outstanding civil fee payments due and owing to the Parking Supervisor and potential payments due to the Vendor; and (vii) provide such assistance as the Parking Supervisor may reasonably request from time to time in connection with prosecuting and enforcing notices of infraction issued prior to the termination of this Agreement as prescribed herein.

Upon any early termination of this Agreement, except a termination by the City pursuant to Section 3(b)(ii), the Vendor shall be paid for all services rendered until the Termination Date.

Upon the termination of this Agreement due to the expiration of the Term, the Vendor shall be paid for: (i) all fees or other amounts due for work completed or partially completed prior to termination or expiration including the Transition Period

7. Representations and Warranties.

- a. Vendor Representations and Warranties. The Vendor hereby warrants and represents that:
 - (i) it possesses all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder;
 - (ii) as of the date hereof, it has not entered into any agreements that would conflict with its obligations under this Agreement; and
 - (iii) all services provided by the Vendor pursuant to this Agreement shall be performed in a professional, timely and workmanlike manner, and in accordance with applicable law, rules and regulations including, but not limited to, all ordinances and regulations which address the specific elements of the services to be rendered by the Vendor hereunder.
- b. Parking Supervisor Representations and Warranties. The Parking Supervisor hereby warrants and represents that:
 - (i) it possesses all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and
 - (ii) and all services provided by the Parking Supervisor pursuant to this Agreement shall be performed in a professional, timely and workmanlike manner, and in accordance with applicable law, rules and regulations.

- c. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
8. **Unauthorized Alien Employees.** As a condition for the award of this Agreement, Vendor affirms, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Exhibit A) and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement, and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated statutes.
9. **Anti-Discrimination Against Israel.** Pursuant to RSMo. § 34.600, Vendor affirms by sworn affidavit (attached hereto as Exhibit B), that Vendor is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
10. **Service Contract Prevailing Wage and Fringe Benefits.** The City's Ordinance 62124 imposes a requirement to pay certain employees under service contracts a minimum prevailing wage and minimum prevailing fringe benefits. Certain terms used in this section have the meanings set forth in that ordinance. Vendor warrants, represents, stipulates, and agrees that it shall pay to its service employees under this contract not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et. seq., as amended. The following job classifications for service employees are within this service contract: None.
11. **Living Wage.** Vendor shall cause all labor performed under this Agreement that is subject to the provisions of the Living Wage requirements set forth in City Ordinance 65597, as codified in Chapter 3.99 of the Revised Code of the City of St. Louis, to comply with such Ordinance. Certain terms used in this section have the meanings set forth in that Ordinance. Ordinance 65597 requires a Living Wage for certain City contracts where the total value of the contract is \$50,000 or more in any twelve-month period. Contracts subject to the Living Wage and the Service Contract Minimum Prevailing Wage under Ordinance 62124 must pay a minimum wage that is the greater of the two. The latest calculation of the Living Wage under this Ordinance is set forth in the St. Louis Airport Authority's Annual Living Wage Adjustment Bulletin (attached hereto as Exhibit C), which is attached hereto and incorporated herein.

12. **Confidentiality.** During the course of this Agreement, the Parties may desire to and may exchange with or disclose to one another information and data that are confidential or proprietary to the disclosing Party (“Confidential Information”). Such Confidential Information may, but shall not be required, to be marked by the disclosing Party as “Confidential” or the like by an appropriate stamp or legend or disclosed in such a fashion so as to give reasonable notice as to its proprietary nature. The recipient Party agrees that it will use Confidential Information only in connection with the activity contemplated by this Agreement, or as required by law. Both Parties agree that each will not disclose Confidential Information to third Parties without the prior written consent of the disclosing Party unless required by law. All Parties recognize that the Parking Supervisor is subject to requests for public records and may have to disclose certain information even though it is labelled “Confidential Information,” as provided in public records laws and public meetings laws as same may be amended from time to time. In the event any of Vendor’s Confidential Information is not exempt from disclosure under public records laws and public meetings laws, Parking Supervisor will provide Vendor reasonable notice of the required disclosure to allow the Vendor to assert its rights prior to the Parking Supervisor’s release of Vendor Confidential Information. During the Term of this Agreement and for a period of three (3) years thereafter, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information received from the other Party during the Term of this Agreement without providing the other Party notice and an opportunity to object, unless disclosure is required by law, including the requirements of public records laws and public meetings laws. Upon termination of this Agreement or expiration of the term, each Party shall return to the other all tangible Confidential Information of such Party, unless otherwise required by municipal record retention law in Missouri as set forth in the Revised Statutes of Missouri, including Chapter 109 of the same. The recipient Party shall not be liable for any disclosure of such Confidential Information to others under the following conditions:

- a. If the information is within, or later falls within, the public domain through no fault of recipient Party;
- b. If the information is already lawfully known without restrictions by the recipient Party prior to its disclosure by the disclosing Party;
- c. If the information is legally obtainable without restriction from another source;
- d. If the recipient Party independently develops the information without use of Confidential Information;
- e. If the information is approved for release or use by written authorization of the disclosing Party; or
- f. Pursuant to, and to the extent of, a request or order by any governmental entity, including laws relating to public records after the recipient Party

provides notice to the disclosing Party so the disclosing Party has the opportunity to defend its rights to confidentiality.

13. Indemnification & Limitation of Liability.

- a. Indemnification. The Vendor shall indemnify and hold harmless the City and the Parking Supervisor and their elected and appointed officials, officers, employees, and agents from and against any damages, liabilities, charges, expenses and claims (including any suit or legal proceeding), including reasonable attorneys' fees, incurred by any of them and resulting from or related to the Vendor's negligent acts, errors, misconduct, or omissions, except to the extent such losses are from the negligence or misconduct of the Parking Supervisor or her respective employees or agents.
- b. Notice of Claims. If the City or the Vendor receives notice of any claim, the receiving Party shall give written notice to the other Party within thirty (30) days of receipt. The notice must include the following:
 - (a) a description of the claim in reasonable detail; and
 - (b) the basis on which indemnification may be due.

14. Independent Contractors. The Vendor shall be as an independent contractor. Nothing in this Agreement is intended, nor should be construed to create a partnership, joint venture, or employer/employee relationship.

15. Assignments and Amendments. Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties.

16. Notices. Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by registered United States mail, return receipt requested, addressed to the Party for whom it is intended and a copy sent to the remaining Notice recipients of the receiving Party listed below, or by reputable overnight courier, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Vendor and the Parking Supervisor designate the following as the respective places for giving of notice:

Parking Supervisor: The Treasurer
City of St. Louis Treasurer's Office - City Hall
1200 Market Street, Room 220
St. Louis, MO 63103

and

The Treasurer
City of St. Louis
Chouteau Building
133 S. 11th Street, Suite 530
St. Louis, MO 63102
Attn: Shirley Rukcic, Chief of Staff

With a copy to:

Thomas J. Ray, Esq.
Armstrong Teasdale LLP
700 Forsyth Blvd., Suite 1800
St. Louis, MO 63105

and

Vendor: Metro West Services and Logistics LLC
Attn: Roz Harms
1325 North 10th Street
Saint Louis, Missouri 63106

With a copy to: Charles Billings, Esq.
225 S. Meramec Ave., Ste. 1200
St. Louis, MO 63105

17. **Dispute Resolution.** Upon the occurrence of any dispute or disagreement between the Parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (“Dispute”), the Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either Party, counsel for each of the Parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the Parties shall deem to be reasonably necessary. If the Parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the Parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the Parties may mutually agree to submit to nonbinding mediation. Otherwise, each Party shall have and may pursue all rights and remedies at law and in equity to resolve any such matters. Nothing in this provision, or any provision of this Agreement, is meant to waive any claim of sovereign immunity afforded by statute or law to City or Parking Supervisor.
18. **Binding.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
19. **Waiver.** Failure of either Party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right contained herein, shall not be

construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

20. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any Party of any legal remedy, including termination.
21. **Insurance.** The Vendor shall maintain its own insurance according to the terms set out in this Section 18. The Vendor shall maintain the required insurance coverage throughout the Term. The Vendor shall provide the City with certificates of insurance upon request by the City. Additionally, the Vendor shall notify the City in the event of an insurance policy cancellation or a material change to such insurance policy within thirty (30) Days of its occurrence. The Vendor's compliance with the insurance requirements specified herein shall not relieve the Vendor of its obligations and liabilities under this Agreement.
 - a. General Liability Insurance. The Vendor shall maintain general liability insurance with a reputable insurance carrier licensed to do business in the State of Missouri, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall cover liability arising from bodily injury, personal injury, and property damage.
 - b. Professional Liability Insurance. The Vendor shall maintain professional liability insurance with limits not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. This insurance shall cover errors, omissions, or negligence in the performance of meter maintenance services.
 - c. Workers' Compensation Insurance. The Vendor shall maintain workers' compensation insurance as required by the laws of the State of Missouri, covering all employees engaged in providing services under this Agreement.
 - d. Additional Insured. The City shall be named as an additional insured on all general liability and professional liability insurance policies required under this Agreement. The insurance policies shall include a waiver of subrogation in favor of the City.
22. **Governing Law.** Except as otherwise provided herein, this Agreement shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Missouri, without regard to principles of conflict of laws.
23. **Extent of Agreement.** This Agreement including incorporated Schedules and Exhibits represent the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

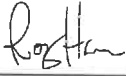
24. **Force Majeure.** Neither Party shall be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control and that occur without its fault or negligence including without limitation, acts of God (such as earthquake, fire, flood, hurricane, storm, epidemic, pandemic, quarantine, or other natural disaster or public health emergency); humanly-caused disasters, rebellion, revolution, insurrection, war, invasion, hostilities (whether war is declared or not), terrorist activity, sabotage, or arson; failures or absence of electrical, telecommunications, Internet, or other infrastructure; the acts of civil, military, or other governmental authorities, such as judicial decisions, nationalization, government sanction, blockage, embargo, the declaration of martial law, or any other action or inaction of any government; labor dispute, strike, or lockout; or the errors, omissions, or defaults of third Parties. In the event force majeure lasts more than 180 days, either Party may terminate this Agreement without liability or payment of a premium or penalty, provided, however, that Vendor shall be paid any and all amounts otherwise due hereunder.
25. **Counterparts.** This Agreement may be executed in one or more counterparts and by signatures exchanged by fax or email, each of which shall be deemed an original and together shall constitute one binding agreement.

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IN WITNESS WHEREOF, the undersigned individuals are authorized to execute this Agreement on behalf of the City and Vendor.

Vendor:

**METRO WEST SERVICES AND
LOGISTICS LLC**



Authorized Signature

Roz Harms

Printed Name and Title

Date: 3/31/2025

THE CITY OF ST. LOUIS

**BY THE TREASURER OF THE CITY OF ST. LOUIS,
IN HIS CAPACITY AS PARKING SUPERVISOR**



Adam L Layne, Parking Supervisor

Date: 03/31/25

EXHIBIT B

Section 34.600 of the Revised Statutes of Missouri

STATE OF Mo)
) SS.
COUNTY OF St. Louis)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Before me, the undersigned Notary Public, personally appeared Rog Hanns
(Name), who, by me being duly sworn, deposed as follows:

My name is Rog Hanns (Name). I am of sound mind, capable of making this
Affidavit, and personally acquainted with the facts herein stated:

I am the Owner / Manager (Position/Title) of Mjos Memo West Towing & Recovery, LLC
(Company/Entity).

I have the legal authority to make the following assertion and certification and do hereby certify that:

Pursuant to RSMO. Section 34.600, Mjos Memo West Towing & Recovery, LLC
(Company/Entity) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the state of Israel; or persons or entities doing business in the state of Israel.

Rog Hanns
Affiant

27th IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this
day of March, 20 .

[Signature]
Notary Public

My Commission Expires:

10-03-2026



EXHIBIT C

**LIVING WAGE ADJUSTMENT BULLETIN
NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2024**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is \$16.14 per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are not provided to the employee, the living wage rate is \$21.12 per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) The prevailing fringe benefits rate, as required under the Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis, is \$4.98 per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1, 2024. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at Ordinance 65597 | City of St. Louis Ordinances (stlouis-mo.gov) or obtained from:

City Compliance Official c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

Lenny Freeman

From: Chris Carter <carterch@stlouis-mo.gov>
Sent: Friday, May 10, 2024 11:42 AM
To: Beelinetowing2015@yahoo.com; Adam Layne
Cc: Lenny Freeman; Shirley Rukcic
Subject: Towing

Good Morning,

I wanted to take time to introduce you to the Ted Williamson the owner of Beeline Towing. Beeline towing is an awesome company that has a great reputation and I wanted to make sure that you had a chance to connect with Ted and chat about the possibilities of working with him on towing boot cars. Teds number is (636)439-3697 please feel free to contact him at your earliest convenience and let me know if there's anything I can do to assist.

Thanks

Sent from Chris Carters iPad

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT at helpdesk@stltreasurer.org if you believe this email is suspicious.