

*Our Vision - The City of Weldon Spring fosters a premier Community that is a safe place to live and enjoy life.*



**CITY OF WELDON SPRING  
BOARD OF ALDERMEN REGULAR MEETING  
ON TUESDAY, NOVEMBER 8, 2022, AT 7:30 P.M.  
WELDON SPRING CITY HALL  
5401 INDEPENDENCE ROAD  
WELDON SPRING, MISSOURI 63304**

**\*\*\*\*TENTATIVE AGENDA\*\*\*\***

A NOTICE IS HEREBY GIVEN that the Regular Board of Aldermen Meeting will be in person at 5401 Independence Road Weldon Spring, Missouri, 63304. Also, the public can attend virtually by video-conference and/or audio-conference call, you may attend the meeting on a desktop, laptop, mobile device, or telephone by following the highlighted instructions below.

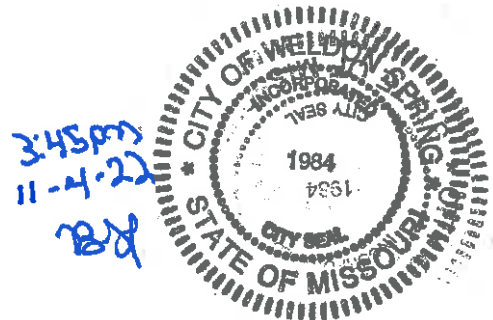
**Link to join Zoom Video-Conference Meeting:**

**<https://us02web.zoom.us/j/85665879998?pwd=Uk5weF12cEhNM3ZsZUplbStoSEIzdz09>**

**Meeting ID: 856 6587 9998  
Password: WS.BOA**

**Or by telephone dial: 1-312-626-6799**

**Meeting ID: 856 6587 9998  
Password: 225258**



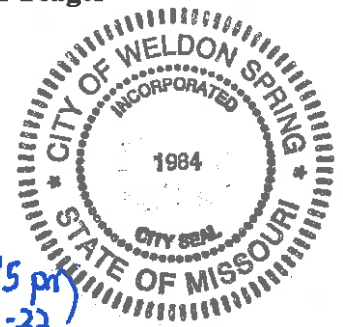
**PAGE 1 OF 2**

*Our Mission - The City of Weldon Spring will provide premier public services to the Community with integrity, transparency, and fiscal responsibility.*

*Our Vision - The City of Weldon Spring fosters a premier Community that is a safe place to live and enjoy life.*

\*\*\*\*BOARD OF ALDERMEN REGULAR AGENDA – 11/8/22 at 7:30 PM\*\*\*\*

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL and DETERMINATION OF A QUORUM**
  - A. Ald. Baker \_\_\_\_\_ Ald. Kolb \_\_\_\_\_ Ald. Clutter \_\_\_\_\_  
Ald. Martiszus \_\_\_\_\_ Ald. Conley \_\_\_\_\_ Ald. Yeager \_\_\_\_\_
4. **CITIZENS COMMENTS** (Citizens that would like to address the Board should fill out a comment card and remit it to the City Clerk. Comments should be limited to three minutes.)
  - A. Boy Scout Troop 353
5. **APPROVAL OF MINUTES**
  - A. October 11, 2022 – Regular Board Meeting Minutes
6. **CITY TREASURER’S PACKET:**
  - Paid Bills (October 5, 2022 – November 1, 2022)
  - Credit Cards Bills (September 2022 & October 2022)
  - Unaudited Receipts & Disbursements Statement for Fiscal Year 2022 Year-end
  - October 2022 Budget Report
7. **UNFINISHED BUSINESS**
  - A. Bill #1187 - An Ordinance Authorizing the City of Weldon Spring, Missouri, to Enter into an Intergovernmental Cooperation Agreement for the Investment of Public Fund Through the Missouri Securities Investment Program (MOSIP): - **Alderman Yeager**
8. **NEW BUSINESS**
  - A. An Ordinance Approving A Final Plat within the City of Weldon Spring, Missouri, for the Purpose of Recording in St. Charles County, Missouri (New Perspective of Weldon Spring Final Plat Lot A) - **Alderman Baker**
  - B. An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute an Amended Agreement for Road Maintenance & Repair with St. Charles County, Missouri, & Matters Relating Thereto - **Alderman Kolb**
  - C. An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute an Amended Agreement with St. Charles County for Certain Law Enforcement Services, Including Patrol Services & Enforcement of Certain Municipal Ordinances Related to Police Services & Matters Relating Thereto – **Alderman Clutter**
  - D. An Ordinance Amending Certain Sections (125.010, 125.030, & 125.320) As Week As Article II & Article IV in Chapter 125, Which is Titled Municipal Court of the City of Weldon Spring, Missouri, Municipal Code – **Alderman Yeager**
  - E. Weldon Spring City Park Improvement Plan – PRAC Recommendation – **Alderman Martiszus**
  - F. Siedentop Pocket Park Improvement Plan – PRAC Recommendation – **Alderman Martiszus**
  - G. Pedestrian Crossings Analysis and Engineering Design Services – **Alderman Yeager**
  - H. Walking Facility Extensions Analysis & Cost Estimates Services – **Alderman Yeager**
  - I. 2022 Winter Newsletter Review – **City Administrator**
9. **REPORTS & COMMITTEES**
  - A. Public Safety Report – **SCCPD Representative**
  - B. City Administrator Report – **City Administrator**
  - C. City Attorney Report – **City Attorney**
10. **RECEIPTS & COMMUNICATIONS**
  - A. Quarterly Code Enforcement Reports – **Alderman Clutter**
11. **ADJOURNMENT**



3:45 pm  
11-4-22  
B-1

*Our Mission - The City of Weldon Spring will provide premier public services to the Community with integrity, transparency, and fiscal responsibility.*

CITY OF WELDON SPRING  
REGULAR MEETING OF THE BOARD OF ALDERMEN  
OCTOBER 11, 2022

**CALL TO ORDER:** The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, October 11, 2022, at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Donald Licklider called the meeting to order at 7:30 PM.

**PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited.

**ROLL CALL AND DETERMINATION OF QUORUM:** On a roll call, the following members were present:

Ward 1:		Alderman Yeager
Ward 2:	Alderman Conley	Alderman Kolb
Ward 3:		Alderman Baker

Alderman Clutter and Alderman Martiszus were absent. A quorum was declared.

### **PUBLIC COMMENTS**

There were no public comments at this time.

### **MINUTES**

September 22, 2022, Board Meeting Minutes – Alderman Kolb moved to approve the minutes from September 22, 2022, regular meeting as written. The motion was seconded by Alderman Baker. **Motion carried** with 4 ayes.

October 3, 2022, Board Special Work Session Minutes – Alderman Kolb moved to approve the minutes from October 3, 2022, special work session meeting as written. The motion was seconded by Alderman Baker. **Motion carried** with 4 ayes.

### **TREASURER'S REPORT**

Alderman Baker made a motion to accept the Treasurer's packet of paid bills from September 16, 2022, to October 4, 2022, as submitted. The motion was seconded by Alderman Kolb. **Motion carried** with 4 ayes.

### **UNFINISHED BUSINESS:**

**Bill #1184 - An Ordinance Approving the Final Development Plan for New Perspective of Weldon Spring & Matters Relating Thereto:** Alderman Baker made a motion to approve Bill #1184 for its second and final reading by title only. Alderman Kolb seconded the motion.

On a roll call vote, the Bill #1184 was placed as Ordinance 22-12 as followed:

AYES: 4 – Baker, Conley, Kolb, and Yeager  
NOES: 0  
ABSENT: 2 – Clutter & Martiszus

**Bill #1185 - An Ordinance Approving the Recommended Major Site Plan for Scrubbles Car Wash Located on a Part of Lot 1 of Triad Crossing at Wolfrum Road & Missouri State Highway 94 & Matters Relating Thereto:** Alderman Yeager made a motion to approve Bill #1185 for its second and final reading by title only. Alderman Kolb seconded the motion.

On a roll call vote, the Bill #1185 was placed as Ordinance 22-13 as followed:

AYES: 4 – Baker, Conley, Kolb, and Yeager  
NOES: 0  
ABSENT: 2 – Clutter & Martiszus

**NEW BUSINESS:**

**Bill #1186 - An Ordinance Establishing the Procedure, Requirements, and Time Period for the Offices of Mayor & Alderman for the City of Weldon Spring, Missouri in the April 4<sup>th</sup>, 2023, Municipal Election:** Alderman Baker moved to introduce Bill #1186 for its first reading by title only. Alderman Kolb seconded the motion and the **motion carried**.

Alderman Baker made a motion to approve Bill #1186 for its second and final reading by title only. Alderman Kolb seconded the motion.

On a roll call vote, the Bill #1186 was placed as Ordinance 22-14 as followed:

AYES: 4 – Baker, Conley, Kolb, and Yeager  
NOES: 0  
ABSENT: 2 – Clutter & Martiszus

**Pedestrian Crossings and Traffic Count Locations:** After a brief discussion, Alderman Yeager made a motion to seek a cost estimate bid for reviewed and design by an engineer on the following seven (7) locations:

Existing Crosswalk Locations

- Weldon Spring Parkway at city pocket park
- Independence Rd. and Galahad Dr.
- Independence Rd. and Camelot Dr.
- Pitman Hill Rd. and Sammelman Rd.
- Independence Rd. and Patriotic Trail intersection

Potential New Crosswalks:

- Wolfrum Rd. and Shetland/Roanoke Dr.
- Wolfrum Rd. and Independence/Rosemount Dr.
- Wolfrum Rd. and Whitmoor Dr.

The motion was seconded by Alderman Baker. **Motion carried** with 4 ayes.

Alderman Baker made a motion to solicit an Engineering firm for a scope of work to conduct a traffic study of the following eleven (11) locations:

- Siedentop Rd – by City’s Lot C future pocket park
- Siedentop Rd. – Between Weldon Spring Parkway and Technology Dr.
- Weldon Spring Parkway – between O’Fallon Rd. & Independence Rd.
- Independence Rd. – between Westchester Farm Dr. & Patriotic Trail
- Independence Rd. – between Galahad Dr. & Camelot Dr.
- Wolfrum Rd. – between Shetland Dr. & Independence Rd.
- Wolfrum Rd. – near 300 Wolfrum Rd. address
- Patriotic Trail – near 395 Patriotic Trail
- Sammelman Rd. – between Renaissance Pl. & Pitman Hill Rd.
- Pitman Hill Rd. – near/along Veterans Tribute Park
- Pitman Hill Rd. – near 24 Pitman Hill Rd.

The motion was seconded by Alderman Kolb. **Motion carried** with 4 ayes.

**“Short” Walking Facility Extension Locations to be Considered:** Alderman Yeager made a motion to authorize the City to seek engineering services on the feasibility of possible walking facilities extensions for the following locations:

- Westwood Dr. (by the Wrenwyck Place Subdivision)
- Wolfrum Rd. (from Westwood Dr. to Rt. 94)
- Patriotic Trail (by Mary Emily Bryant Middle School)
- Meadows Parkway (from Patriotic Trail to MO Research Roundabout)
- Whitmoor Dr. to Pitman Hill Rd.

The motion was seconded by Alderman Baker. **Motion carried** with 4 ayes.

**Bill #1187 - An Ordinance Authorizing the City of Weldon Spring, Missouri, to Enter into an Intergovernmental Cooperation Agreement for the Investment of Public Fund Through the Missouri Securities Investment Program (MOSIP):** Alderman Yeager moved to introduce Bill #1187 for its first reading by title only. Alderman Baker seconded the motion and the **motion carried**.

Bill #1187 was tabled in accordance with City Code.

## **REPORTS AND COMMITTEES:**

**City Administrator Report:** Mr. Padella (City Administrator) was not present at the meeting; however, the City Administrator Report was submitted to the Board prior to the meeting.

**ADJOURNMENT:**

Alderman Kolb moved to adjourn the meeting at 8:21 PM and Alderman Baker seconded the motion. **Motion carried** with 4 ayes.

Respectfully submitted,

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William C. Hanks  
City Clerk

**PAID BILLS TO BE APPROVED  
OCTOBER 5, 2022 -- NOVEMBER 1, 2022**

**CHECKS DATED 9/30/2022 - 10/24/2022**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
8TH DAY OF NOVEMBER, 2022 \_\_\_\_\_, MAYOR

9/22/22 TO 11/01/22		ACCOUNTS PAYABLE CLAIMS REPORT					
VENDOR	REFERENCE	GL ACCT NO	AMOUNT	CHECK #	CHECK DATE		
ANIMAL CARE SERVICE INC	REMOVAL 3 DECEASED DEER	22-22-5440	\$ 375.00	16635	9/30/2022		
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	20-20-5244	\$ 240.00	10230005	10/24/2022		
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	20-20-5244	\$ 240.00	10230006	10/24/2022		
CARROT-TOP INDUSTRIES INC	CITY FLAGS (3)	20-20-5563	\$ 994.38	9546	10/17/2022		
CENTRAL BANK OF ST LOUIS	ACCOUNT ANALYSIS FEES	10-10-5216	\$ 479.76	10230003	10/5/2022		
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-02-2110	\$ 49.86	9556	10/24/2022		
DELTA DENTAL OF MISSOURI	EMPLOYERS DENTAL INS EXPENSE	10-10-5130	\$ 172.45	9556	10/24/2022		
DIMENSIONAL SECURITY SYSTEMS	QUARTERLY ALARM MONITORING	20-20-5256	\$ 48.00	9552	10/20/2022		
DIV OF EMPLOYMENT SECURITY	QTR PAYROLL TAX	10-10-5126	\$ 43.74	10230001	10/6/2022		
DIV OF EMPLOYMENT SECURITY	QTR PAYROLL TAX	20-20-5126	\$ 10.93	10230001	10/6/2022		
EQUIPMENTSHARE.COM, INC	TRACK SKID LOADER RENTAL	20-20-5240	\$ 1,630.85	9550	10/17/2022		
GWORKS	PERMITS-IMPLEMENTATION	10-10-5324	\$ 4,785.00	9545	10/7/2022		
INCREDIBLE ENGRAVINGS	NAME PLATES (2)	10-10-5243	\$ 45.16	9551	10/20/2022		
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-02-2110	\$ 1.32	10230002	10/4/2022		
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-10-5131	\$ 199.96	10230002	10/4/2022		
LASHLY & BAER, P.C.	MUNI PROSECUTING ATTY	10-10-5304	\$ 800.00	9547	10/17/2022		
MISSOURI DEPT OF REVENUE	CRIME VICTIM	10-02-2511	\$ 7.13	16638	10/19/2022		
MO DEPT OF PUBLIC SAFETY	P.O.S.T.	10-02-2521	\$ 1.00	16639	10/19/2022		
MOCCFOA EASTERN DIV	LUNCHEON MEETINGS	10-10-5201	\$ 20.00	16644	10/19/2022		
MUNICIPAL & CONTRACTORS MCSP	WOLFRUM RD CULVERT REPAIR	22-22-5442	\$ 89,999.74	10230004	10/19/2022		
MUNIWEB	WEBSITE HOSTING	10-10-5210	\$ 180.00	10230020	10/27/2022		
PURITAN SPRING WATER	BOTTLE WATER	20-20-5255	\$ 29.81	10230007	10/24/2022		
QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	10-10-5220	\$ 149.91	9548	10/17/2022		
REPUBLIC SERVICES	TRASH SERVICE	20-20-5254	\$ 428.88	9554	10/24/2022		
RESPOND RIGHT LLC	CPR/AED/FIRST AID TRAINING	10-10-5203	\$ 938.00	9555	10/24/2022		
RESPOND RIGHT LLC	AED BATTERY/SMART PADS FOR AED	10-10-5560	\$ 345.00	9557	10/24/2022		
SCC GOVT - FINANCE DEPT	BLDG CODE ENFORCEMENT 2022	10-16-5952	\$ 5,326.00	16645	9/30/2022		
SHULTS SEPTIC SERVICE LLC	YARD RESTORATION @ LIFT STATION	33-33-5249	\$ 1,450.00	16636	9/30/2022		
SURECUT SOLUTIONS	ROW MOWING	22-22-5265	\$ 1,080.00	16637	9/30/2022		
TRUGREEN LIMITED PARTNERSHIP	AERATION AND SEEDING	22-22-5264	\$ 3,973.00	16646	9/30/2022		
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-02-2110	\$ 719.04	9553	10/20/2022		
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-10-5132	\$ 3,275.63	9553	10/20/2022		
WEX BANK	FLEET GAS CARD	20-20-5237	\$ 342.73	9549	10/17/2022		
Accounts Payable Total			\$ 118,382.28				



**PAID CREDIT CARD BILLS TO BE APPROVED**  
**Sep-22**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
8TH DAY OF NOVEMBER, 2022 \_\_\_\_\_, MAYOR

9/22/2022 ACCOUNTS PAYABLE CLAIM REPORT

VENDOR	REFERENCE	GL ACCT NO	AMOUNT	CHECK #	CHECK DATE
BANKCARD SVCS - CENTRAL BANK	CATERING MAYOR'S LUNCHEON	10-10-5201	\$ 454.61	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	MML CONF: CITY CLK & CONLEY	10-10-5203	\$ 873.00	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	PARKS MASTER PLAN	10-10-5212	\$ 388.82	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	CERTIFIED MAILINGS	10-10-5213	\$ 16.18	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	BUS CARDS/RECORD PLAT	10-10-5243	\$ 46.51	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	ADOBE/MARKETING SOFTWARE	10-10-5324	\$ 196.99	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	WEED KILLER/LAKE CHEM/PLYWOOD	20-20-5236	\$ 417.12	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	WHEEL ASSEMBLY/MOWER	20-20-5237	\$ 43.10	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	FUEL/HOSE PARTS	20-20-5243	\$ 94.16	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	LANDSCAPE LIGHTING	20-20-5550	\$ 334.98	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	TV STAND/CORD CONNECTORS	20-20-5560	\$ 765.00	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	WATER TANK/SUPPLIES	20-20-5563	\$ 206.43	51129477	9/22/2022
BANKCARD SVCS - CENTRAL BANK	RETURNED MDSE	20-20-5952	\$ (11.96)	51129477	9/22/2022
			\$ 3,824.94		

**PAID CREDIT CARD BILLS TO BE APPROVED**

**Oct-22**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
8TH DAY OF NOVEMBER, 2022 \_\_\_\_\_, MAYOR

10/24/2022		ACCOUNTS PAYABLE CLAIM REPORT				
VENDOR	REFERENCE	GL ACCT NO	AMOUNT	CHECK #	CHECK DATE	
BANKCARD SVCS - CENTRAL BANK	MML TRAINING/MEALS	10-10-5201	\$ 1,132.17	10230008	10/24/2022	
BANKCARD SVCS - CENTRAL BANK	REGIST FEE MASTER ACADEMY	10-10-5203	\$ 125.00	10230008	10/24/2022	
BANKCARD SVCS - CENTRAL BANK	ORGANIZATIONAL CONTAINER	10-10-5243	\$ 13.48	10230008	10/24/2022	
BANKCARD SVCS - CENTRAL BANK	EMPLOYEE CREDIT CARD EXPENSES	10-10-5324	\$ 52.99	10230008	10/24/2022	
BANKCARD SVCS - CENTRAL BANK	LAPTOP SCREEN REPLACEMENT	10-10-5560	\$ 105.98	10230008	10/24/2022	
BANKCARD SVCS - CENTRAL BANK	EMPLOYEE CREDIT CARD EXPENSES	20-20-5236	\$ 128.97	10230008	10/24/2022	
BANKCARD SVCS - CENTRAL BANK	EMPLOYEE CREDIT CARD EXPENSES	20-20-5237	\$ 470.13	10230008	10/24/2022	
BANKCARD SVCS - CENTRAL BANK	MISC PARKS SUPPLIES/HOWIE	20-20-5243	\$ 264.37	10230008	10/24/2022	
BANKCARD SVCS - CENTRAL BANK	BOARD ROOM TECH UPGRADES	20-20-5560	\$ 119.04	10230008	10/24/2022	
			\$		2,412.13	

**City of Weldon Spring, Missouri**  
**Unaudited Statement of Receipts and Disbursements**  
**and Indebtedness**  
**Fiscal Year Ended September 30, 2022**

	General Fund	Municipal Building & Park Fund	Revenue Sharing & Road Funds	Notations	Escrow & Maintenance & ARPA Funds	Notations	Totals
<b>Revenues:</b>							
Franchise Fees	\$477,799						\$477,799
Licenses and Permits	\$68,581	\$2,861					\$71,442
Court Fines and Fees	\$21,745		\$404				\$22,149
Local Sales Tax		\$415,280					\$415,280
Metro Park District Tax		\$22,241					\$22,241
State Fuel Tax & Motor Vehicle Fees			\$244,581				\$244,581
County Road & Bridge Tax Distribution			\$228,171 <sup>4</sup>				\$228,171
Sewer NID Assessments/Fees (Delinquent account collections)					\$19,907		\$19,907
Other (Includes Interest)	\$9,870	\$8,561			\$188		\$18,619
American Rescue Plan Act - ARPA					\$564,221 <sup>1</sup>		\$564,221
<b>Total Revenues</b>	<b>\$577,995</b>	<b>\$448,943</b>	<b>\$473,156</b>		<b>\$584,316</b>		<b>\$2,084,410</b>
<b>Expenditures:</b>							
Personnel/Staffing Expenses	\$368,952	\$133,032					\$501,984
Professional Services	\$29,503	\$20,800	\$6,842				\$57,145
Operating Expenses	\$109,484	\$92,552	\$23,459				\$225,495
Law Enforcement			\$213,031 <sup>2</sup>				\$213,031
Capital Improvements		\$27,717	\$96,854				\$124,571
Sewer NID Close Out					\$32,365 <sup>3</sup>		\$32,365
Roadway Maintenance Expenses			\$487,748 <sup>4</sup>				\$487,748
<b>Total Expenditures</b>	<b>\$507,939</b>	<b>\$274,101</b>	<b>\$827,934</b>		<b>\$32,365</b>		<b>\$1,642,339</b>
<b>Total Revenues Less Expenditures</b>	<b>\$70,056</b>	<b>\$174,842</b>	<b>(\$354,778)</b>		<b>\$551,951</b>		<b>\$442,071</b>

**FOOTNOTES:**

- (1) ARPA - American Rescue Plan Act distribution from MoDOR.  
(2) Law Enforcement (Policing Services) was paid annually in January.  
(3) Transfer from Sewer Fund Balance to cover NID close out expenses.  
(4) Roadway maintenance with St. Charles County (SCC) projected to exceed County Road & Bridge Tax revenue held by SCC.

**BUDGET REPORT**  
**CALENDAR 10/2022, FISCAL 1/2023**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
<b>GENERAL FUND</b>						
<b>GENERAL DEPARTMENT DEPARTMENT</b>						
10-10-4801	FRANCHISE FEES - CHARTER	59,100.00	16,643.94	16,643.94	28.16	42,456.06
10-10-4802	FRANCHISE FEES - CUIVRE RIVER	238,525.00	20,565.51	20,565.51	8.62	217,959.49
10-10-4803	FRANCHISE FEES - SPIRE GAS	84,500.00	4,190.46	4,190.46	4.96	80,309.54
10-10-4804	FRANCHISE FEES - AMERENUE	78,000.00	8,771.53	8,771.53	11.25	69,228.47
10-10-4805	FRANCHISE FEES-SYMMETRY ENERGY	1,500.00				1,500.00
10-10-4806	FRANCHISE FEES - AT&T	19,000.00				19,000.00
10-10-4814	PERMITS - GRADING	1,010.00	150.00	150.00	14.85	860.00
10-10-4815	PERMITS - LAND USE	13,125.00	750.00	750.00	5.71	12,375.00
10-10-4816	PERMITS - FIREWORKS	20,000.00				20,000.00
10-10-4817	PERMITS - PLANNING & ZONING	5,050.00				5,050.00
10-10-4818	PERMITS - SIGNS	510.00	16.00	16.00	3.14	494.00
10-10-4819	PERMITS - SOLICITORS	250.00				250.00
10-10-4831	LICENSES - BUSINESS	6,250.00	1,280.00	1,280.00	20.48	4,970.00
10-10-4832	LICENSES - LIQUOR	8,500.00				8,500.00
10-10-4901	INTEREST - GENERAL	1,508.00				1,508.00
10-10-4951	RECORDS/PLAN REQUEST	250.00				250.00
10-10-4952	MISC -GENERAL-REVENUE	253.00	6.00	6.00	2.37	247.00
	<b>GENERAL DEPARTMENT TOTAL</b>	<b>537,331.00</b>	<b>52,373.44</b>	<b>52,373.44</b>	<b>9.75</b>	<b>484,957.56</b>
<b>CODE ENFORCEMENT/COURT DEPARTMENT</b>						
10-16-4952	MISCELLANEOUS	303.00				303.00
10-16-4991	CRT COSTS-CLERK FEE-MUNI & E/R	3,600.00	622.26	622.26	17.29	2,977.74
10-16-4992	FINE-MUNI ORDN OTHER & E/R	28,000.00	4,118.50	4,118.50	14.71	23,881.50
	<b>CODE ENFORCEMENT/COURT TOTAL</b>	<b>31,903.00</b>	<b>4,740.76</b>	<b>4,740.76</b>	<b>14.86</b>	<b>27,162.24</b>
<b>PARK IMPROVEMENT DEPARTMENT</b>						
	<b>TOTAL REVENUE</b>	<b>569,234.00</b>	<b>57,114.20</b>	<b>57,114.20</b>	<b>10.03</b>	<b>512,119.80</b>
<b>GENERAL DEPARTMENT DEPARTMENT</b>						
10-10-5101	GOVERNMENT SALARIES	7,800.00				7,800.00
10-10-5103	ADMIN. STAFF SALARIES	282,022.00	18,947.57	18,947.57	6.72	263,074.43
10-10-5123	FICA	22,768.00	1,469.29	1,469.29	6.45	21,298.71
10-10-5126	UNEMPLOYMENT TAXES	281.00	43.74	43.74	15.57	237.26
10-10-5127	LAGERS BENEFIT	13,250.00	1,034.46	1,034.46	7.81	12,215.54
10-10-5130	DENTAL INSURANCE BENFITS	3,114.00	172.45	172.45	5.54	2,941.55
10-10-5131	LIFE INSURANCE EMP BENEFIT	2,452.00	199.96	199.96	8.15	2,252.04
10-10-5132	HEALTH INS BENEFIT(GROUP PLAN)	41,071.00	3,275.63	3,275.63	7.98	37,795.37
10-10-5134	MEDICARE STIPEND	2,625.00	350.00	350.00	13.33	2,275.00
10-10-5135	CITY OFFICIAL APPRECIATION	1,000.00				1,000.00
10-10-5201	MEALS & TRAVEL	2,650.00	1,152.17	1,152.17	43.48	1,497.83
10-10-5202	CAR ALLOWANCE (MILEAGE)	2,500.00				2,500.00

**ALID ACCOUNT BREAK EXCEPTION REPC**  
**CALENDAR 10/2022, FISCAL 1/2023**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
10-10-5203	TRAINING & EDUCATION	3,500.00	1,063.00	1,063.00	30.37	2,437.00
10-10-5204	DUES & SUBSCRIPTIONS	2,650.00				2,650.00
10-10-5205	MAYOR'S DISCRETIONARY	500.00				500.00
10-10-5206	INSURANCE - PROPERTY	5,000.00				5,000.00
10-10-5207	INSURANCE - LIABILITY	12,000.00				12,000.00
10-10-5208	INSURANCE - BONDING	500.00				500.00
10-10-5209	ECONOMIC DEVELOPMENT	5,000.00				5,000.00
10-10-5210	WEBSITE DESIGN & HOSTING	3,200.00	180.00	180.00	5.63	3,020.00
10-10-5211	NEWSLETTER PUBLISHING	5,000.00				5,000.00
10-10-5212	PRINTING/NON NEWSLETTER	1,000.00				1,000.00
10-10-5213	POSTAGE - ALL	2,500.00				2,500.00
10-10-5214	PUBLIC NOTICES	1,818.00				1,818.00
10-10-5215	ELECTIONS	3,800.00				3,800.00
10-10-5216	Bank Service Fees	5,400.00	480.26	480.26	8.89	4,919.74
10-10-5217	INSURANCE-CYBER LIAB POLICY	2,700.00				2,700.00
10-10-5220	COPIER/POSTAGE MACHINE EXPENSE	750.00	149.91	149.91	19.99	600.09
10-10-5223	ADVERTISEMENTS/MARKETING	6,000.00				6,000.00
10-10-5243	CITY HALL - OFFICE SUPPLIES	2,800.00	58.64	58.64	2.09	2,741.36
10-10-5275	ANIMAL CONTROL CONTRACT	7,346.00				7,346.00
10-10-5280	MOSQUITO CONTROL	2,100.00				2,100.00
10-10-5282	ORTHO IMAGERY CONTRACT	1,033.00				1,033.00
10-10-5301	CITY ATTORNEY	6,500.00				6,500.00
10-10-5303	JUDGE	1,000.00	300.00	300.00	30.00	700.00
10-10-5304	PROSECUTING ATTORNEY -COURT	10,000.00	800.00	800.00	8.00	9,200.00
10-10-5312	PROFESSIONAL SERVICES-ENGINEER	25,000.00				25,000.00
10-10-5321	AUDITOR	12,000.00				12,000.00
10-10-5324	CONSULTANT - SOFTWARE	13,500.00	4,837.99	4,837.99	35.84	8,662.01
10-10-5325	CONSULTANT - NETWORK	8,000.00				8,000.00
10-10-5326	CONSULTANT - RECODIFICATION	3,090.00				3,090.00
10-10-5327	CONSULTANT - MISC	1,000.00				1,000.00
10-10-5560	NON-CAPITAL EQUIP -CITY HALL	3,500.00	450.98	450.98	12.89	3,049.02
10-10-5952	MISC - GENERAL FUND	500.00				500.00
<b>GENERAL DEPARTMENT TOTAL</b>		<b>540,220.00</b>	<b>34,966.05</b>	<b>34,966.05</b>	<b>6.47</b>	<b>505,253.95</b>

**CODE ENFORCEMENT/COURT DEPARTMENT**

10-16-5243	OFFICE SUPPLIES - COURT	150.00				150.00
10-16-5305	COURT REPORTING SERVICES	500.00				500.00
10-16-5306	O'FALLON MUNI COURT COSTS REBA	2,700.00				2,700.00
10-16-5606	O'FALLON MUNICIPAL COURT	27,000.00				27,000.00
10-16-5952	COURT/CODE ENFORCEMENT - MISC	5,326.00				5,326.00
<b>CODE ENFORCEMENT/COURT TOTAL</b>		<b>35,676.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>35,676.00</b>

**EMERGENCY MANAGEMENT DEPARTMENT**

<b>TOTAL EXPENSES</b>		<b>575,896.00</b>	<b>34,966.05</b>	<b>34,966.05</b>	<b>6.07</b>	<b>540,929.95</b>
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**ALID ACCOUNT BREAK EXCEPTION REPC**  
**CALENDAR 10/2022, FISCAL 1/2023**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
	<b>GENERAL TOTAL</b>	<b>6,662.00-</b>	<b>22,148.15</b>	<b>22,148.15</b>	<b>332.45-</b>	<b>28,810.15-</b>
<b>MUNICIPAL BUILDING &amp; PARK FUND</b>						
<b>MUNICIPAL BUILDING &amp; PARK DEPARTMENT</b>						
20-20-4701	LOCAL SALES TAX	368,000.00	34,271.06	34,271.06	9.31	333,728.94
20-20-4702	METRO PARK DISTRICT TAX	20,000.00				20,000.00
20-20-4901	INTEREST -MUNIC BLDG & PARK	2,965.00				2,965.00
20-20-4970	SPONSORSHIPS/PARK DONATIONS	6,500.00	50.00	50.00	.77	6,450.00
20-20-4971	PARK FACILITY RENTALS	3,500.00	125.00	125.00	3.57	3,375.00
	<b>MUNICIPAL BUILDING &amp; PARK TOTA</b>	<b>400,965.00</b>	<b>34,446.06</b>	<b>34,446.06</b>	<b>8.59</b>	<b>366,518.94</b>
<b>PARK IMPROVEMENT DEPARTMENT</b>						
20-21-4800	PYMT-IN LIEU-PARK LAND DONATE	100,000.00				100,000.00
	<b>PARK IMPROVEMENT TOTAL</b>	<b>100,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>100,000.00</b>
	<b>TOTAL REVENUE</b>	<b>500,965.00</b>	<b>34,446.06</b>	<b>34,446.06</b>	<b>6.88</b>	<b>466,518.94</b>
<b>MUNICIPAL BUILDING &amp; PARK DEPARTMENT</b>						
20-20-5103	PARK ADMIN STAFF SPLIT PAY	121,731.00	8,605.59	8,605.59	7.07	113,125.41
20-20-5104	PARK STAFF SALARIES		42.00	42.00		42.00-
20-20-5123	FICA EMPLOYER COST	9,312.00	658.13	658.13	7.07	8,653.87
20-20-5126	UNEMPLOYMENT TAXES	77.00	10.93	10.93	14.19	66.07
20-20-5127	LAGERS BENEFIT	7,013.00	548.05	548.05	7.81	6,464.95
20-20-5203	TRAINING & EDUCATION	1,800.00				1,800.00
20-20-5216	EVENTS IN THE PARK	4,000.00				4,000.00
20-20-5217	FOURTH OF JULY	12,500.00				12,500.00
20-20-5218	SENIOR CITIZENS DAY	800.00				800.00
20-20-5219	SANTA CLAUS/WINTER CHILL OUT	2,000.00				2,000.00
20-20-5220	FISHING DERBY	750.00				750.00
20-20-5231	SIGNS	3,500.00				3,500.00
20-20-5232	PARK - UNIFORMS	450.00				450.00
20-20-5233	BLDG - REPAIRS & MAINT	2,575.00				2,575.00
20-20-5236	PARK - REPAIRS	20,000.00	128.97	128.97	.64	19,871.03
20-20-5237	PARK EQUIPMENT-REPAIRS/MAINT	4,500.00	812.86	812.86	18.06	3,687.14
20-20-5240	PARK EQUIPMENT RENTALS	7,500.00	1,630.85	1,630.85	21.74	5,869.15
20-20-5241	CITY HALL - REPAIRS/MAINT	22,000.00				22,000.00
20-20-5243	PARKS - GENERAL SUPPLIES	2,500.00	264.37	264.37	10.57	2,235.63
20-20-5244	CITY HALL - HOUSEKEEPING	2,880.00	480.00	480.00	16.67	2,400.00
20-20-5250	UTILITIES - SEWER	278.00				278.00
20-20-5251	TELEPHONE-INTERNET-EMAIL HOST	4,900.00				4,900.00
20-20-5253	ELECTRIC	6,000.00				6,000.00
20-20-5254	TRASH	2,000.00	428.88	428.88	21.44	1,571.12
20-20-5255	BOTTLED WATER	325.00	29.81	29.81	9.17	295.19



**ALID ACCOUNT BREAK EXCEPTION REPC**  
**CALENDAR 10/2022, FISCAL 1/2023**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
20-20-5256	UTILITIES-OTHER-ALARM	192.00	48.00	48.00	25.00	144.00
20-20-5257	CELL PHONE - PARKS	2,400.00				2,400.00
20-20-5314	PROFESSIONAL SVCS-CONSULTANT	82,000.00				82,000.00
20-20-5450	GROUNDS MAINTENANCE	2,800.00				2,800.00
20-20-5463	CAP EQUIPMENT - PARK	26,800.00				26,800.00
20-20-5470	CAPITAL IMPROVEMENT - TRAILS	750,000.00				750,000.00
20-20-5490	CAP-REAL PROPERTY IMPROVEMENTS	460,000.00				460,000.00
20-20-5550	LANDSCAPING	7,500.00				7,500.00
20-20-5560	EQUIPMENT-CITY HALL:NON-CAPITA	1,500.00	119.04	119.04	7.94	1,380.96
20-20-5563	EQUIPMENT-PARK: NON-CAPITAL	3,500.00	994.38	994.38	28.41	2,505.62
20-20-5570	TRAIL MAINT / REPAIRS	31,000.00				31,000.00
20-20-5575	PARKS PLANNING/ENGINEERING	50,000.00				50,000.00
20-20-5952	MISC -MUNI BLDG & PARK	500.00				500.00
	<b>MUNICIPAL BUILDING &amp; PARK TOTA</b>	<b>1,657,583.00</b>	<b>14,801.86</b>	<b>14,801.86</b>	<b>.89</b>	<b>1,642,781.14</b>
<b>PARK IMPROVEMENT DEPARTMENT</b>						
20-21-5150	LOT C SITE IMPROVE PLAN	245,000.00				245,000.00
	<b>PARK IMPROVEMENT TOTAL</b>	<b>245,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>245,000.00</b>
	<b>TOTAL EXPENSES</b>	<b>1,902,583.00</b>	<b>14,801.86</b>	<b>14,801.86</b>	<b>.78</b>	<b>1,887,781.14</b>
	<b>MUNICIPAL BUILDING &amp; PARK TOTA</b>	<b>1,401,618.00-</b>	<b>19,644.20</b>	<b>19,644.20</b>	<b>1.40-</b>	<b>1,421,262.20-</b>
<b>STATE REVENUE SHARING FUND</b>						
<b>PARK LAND DEVELOPMENT DEPARTMENT</b>						
22-19-4701	ROADS & POLICE 1% SALES TAX	570,000.00				570,000.00
	<b>PARK LAND DEVELOPMENT TOTAL</b>	<b>570,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>570,000.00</b>
<b>STATE REVENUE SHARING DEPARTMENT</b>						
22-22-4711	MOTOR FUEL TAX	150,000.00	17,602.71	17,602.71	11.74	132,397.29
22-22-4712	MOTOR VEHICLE SALES TAX	59,740.00	4,750.66	4,750.66	7.95	54,989.34
22-22-4713	MOTOR VEHICLE FEE INCREASE	27,810.00	1,965.02	1,965.02	7.07	25,844.98
22-22-4994	CVC SURCHARGE MUNI & E/R	177.00	19.18	19.18	10.84	157.82
22-22-4995	POST CITY - LET MUNI	505.00	108.00	108.00	21.39	397.00
22-22-4996	INMATE SECURITY/OFFSET LAW ENF		306.40	306.40		306.40-
	<b>STATE REVENUE SHARING TOTAL</b>	<b>238,232.00</b>	<b>24,751.97</b>	<b>24,751.97</b>	<b>10.39</b>	<b>213,480.03</b>
	<b>TOTAL REVENUE</b>	<b>808,232.00</b>	<b>24,751.97</b>	<b>24,751.97</b>	<b>3.06</b>	<b>783,480.03</b>

**ALID ACCOUNT BREAK EXCEPTION REPC**  
**CALENDAR 10/2022, FISCAL 1/2023**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
<b>PARK LAND DEVELOPMENT DEPARTMENT</b>						
22-19-5305	NEW POLICE SVCS CONTRACT	270,110.00				270,110.00
	<b>PARK LAND DEVELOPMENT TOTAL</b>	<b>270,110.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>270,110.00</b>
<b>STATE REVENUE SHARING DEPARTMENT</b>						
22-22-5103	STATE REV ADMIN STAFF SALARIES	67,736.00	4,499.24	4,499.24	6.64	63,236.76
22-22-5123	FICA	5,182.00	342.56	342.56	6.61	4,839.44
22-22-5127	LAGERS BENEFIT	2,888.00	224.87	224.87	7.79	2,663.13
22-22-5231	SIGNS	1,000.00				1,000.00
22-22-5264	RIGHT OF WAY LANDSCAPING/MAINT	10,000.00				10,000.00
22-22-5265	RIGHT-OF-WAY MOWING	13,800.00				13,800.00
22-22-5301	CITY ATTORNEY	500.00				500.00
22-22-5302	OUTSIDE ATTORNEY	4,000.00				4,000.00
22-22-5312	EXTERNAL CITY ENGINEER	1,200.00				1,200.00
22-22-5440	CITY STREETS	25,000.00				25,000.00
22-22-5442	ROAD CONSTR - WOLFRUM RD	150,000.00	89,999.74	89,999.74	60.00	60,000.26
	<b>STATE REVENUE SHARING TOTAL</b>	<b>281,306.00</b>	<b>95,066.41</b>	<b>95,066.41</b>	<b>33.79</b>	<b>186,239.59</b>
	<b>TOTAL EXPENSES</b>	<b>551,416.00</b>	<b>95,066.41</b>	<b>95,066.41</b>	<b>17.24</b>	<b>456,349.59</b>
	<b>STATE REVENUE SHARING TOTAL</b>	<b>256,816.00</b>	<b>70,314.44-</b>	<b>70,314.44-</b>	<b>27.38-</b>	<b>327,130.44</b>
<b>ROAD &amp; BRIDGE FUND FUND</b>						
<b>ROADS &amp; BRIDGES DEPARTMENT</b>						
23-23-4790	ROAD AND BRIDGE TAX	242,000.00				242,000.00
23-23-4875	ST CHAR CNTY RD BOARD GRANT	171,196.00				171,196.00
	<b>ROADS &amp; BRIDGES TOTAL</b>	<b>413,196.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>413,196.00</b>
	<b>TOTAL REVENUE</b>	<b>413,196.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>413,196.00</b>
23-23-5445	CITY STREETS REPAIRS & MAINT	775,087.00				775,087.00
	<b>ROADS &amp; BRIDGES TOTAL</b>	<b>775,087.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>775,087.00</b>
	<b>TOTAL EXPENSES</b>	<b>775,087.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>775,087.00</b>
	<b>ROAD &amp; BRIDGE FUND TOTAL</b>	<b>361,891.00-</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>361,891.00-</b>

**ALID ACCOUNT BREAK EXCEPTION REPC**  
**CALENDAR 10/2022, FISCAL 1/2023**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
<b>SEWER - ESCROW FUND</b>						
<b>SEWER DEPARTMENT</b>						
30-30-4901	INTEREST - SEWER ESCROW	1,400.00				1,400.00
	<b>SEWER TOTAL</b>	<u>1,400.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>1,400.00</u>
	<b>TOTAL REVENUE</b>	<u>1,400.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>1,400.00</u>
	<b>SEWER - ESCROW TOTAL</b>	<u>1,400.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>1,400.00</u>
<b>SEWER - OPERTNS &amp; MAINT FUND</b>						
<b>SEWER OPS/MAINT DEPARTMENT</b>						
33-33-5249	OPERATIONS & MAINT - SEWER	800.00				800.00
	<b>SEWER OPS/MAINT TOTAL</b>	<u>800.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>800.00</u>
	<b>TOTAL EXPENSES</b>	<u>800.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>800.00</u>
	<b>SEWER - OPERTNS &amp; MAINT TOTAL</b>	<u>800.00-</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>800.00-</u>
<b>INDEPENDENCE ROAD PHASE 4 FUND</b>						
<b>INDEPENDENCE ROAD DEPARTMENT</b>						
	<b>Report Total</b>	<u>1,512,755.00-</u>	<u>28,522.09-</u>	<u>28,522.09-</u>	<u>1.89</u>	<u>1,484,232.91-</u>

# Investments Designed for Missouri



MOSIP is a Local Government Investment Pool (LGIP) helping Missouri school districts, municipalities, counties, and other political subdivisions meet their cash flow and investment needs since 1991. MOSIP is the only investment program sponsored by the Missouri School Boards' Association (MSBA), Missouri Association of School Administrators (MASA), the Missouri Association of School Business Officials (MoASBO), Missouri Association of Counties (MAC), and Missouri Municipal League (MML).

By offering the following investment options and services, we provide investors with an opportunity to maximize their income potential while maintaining safety, liquidity, and yield as their primary investment objectives.

## Investment Options

### MOSIP Liquid Series

- AAAM rated by Standard and Poor's<sup>1</sup>
- Same day liquidity (1:00 p.m. Central Time cutoff)
- Interest accrued daily and distributed monthly
- Unlimited transactions
- Zero out-of-pocket fees

### MOSIP Term Series

- AAAs<sup>2</sup> rated by Fitch<sup>2</sup>
- Fixed rate, fixed term investments
- Maturity dates offered from 60 days to one year
- Approved investment under Missouri State Constitution

### Certificates of Deposit (CDs)<sup>3</sup>

- FDIC-insured CDs offered at competitive rates
- Flexible maturity dates
- Access to a network of banks nationwide

## Additional Services

### Cash Flow Analytics

- Understand historical cash balances
- Assess future cash flow needs
- Build projections to help anticipate future liquidity needs

### Individual Portfolio Account Management<sup>4</sup>

- Customized investment strategy and portfolio management
- Ongoing active management of investments
- Third-party safekeeping of assets

### Investment of Bond Proceeds<sup>5</sup>

- Complimentary arbitrage rebate calculation services
- Laddered portfolio maturities to meet expected cash flow needs
- Third-party safekeeping of assets

<sup>1</sup>Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the AAAM rating signifies excellent safety of investment principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology, visit Standard & Poor's website ([http://www.standardandpoors.com/en\\_US/web/guest/home](http://www.standardandpoors.com/en_US/web/guest/home)).

<sup>2</sup>The AAAs rating reflects Fitch Ratings' ("Fitch") review of the Term program's investment and credit guidelines, the portfolio's credit quality and diversification, as well as the capabilities of PFM Asset Management LLC as investment adviser. It indicates the highest underlying credit quality (or lowest vulnerability to default). However, it should be understood that this rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology visit [www.fitchratings.com](http://www.fitchratings.com)

<sup>3</sup>PFM Asset Management LLC (PFMAM) serves as the Investment Adviser for MOSIP and offers MOSIP investors the ability to purchase CDs. CD purchases are separate from MOSIP's investment program and investors that opt to purchase CDs enter into a separate agreement with PFMAM.

<sup>4</sup>These services are provided under separate contract with PFMAM. Individually managed portfolios are automatically linked to an investor's MOSIP account(s) so that maturities and coupon payments are invested at all times but the portfolios are not a part of MOSIP.



## MOSIP is Here for You

Our team understands your primary financial objectives of gaining a competitive return while maintaining principal, and we are ready to help you achieve your investment goals. To take advantage of the competitive rates and flexibility offered through MOSIP, contact one of our representatives.

To speak with Amber or Rickey from our Client Services Group, call 877-696-6747.

## We Have You Covered

- Transparent tracking and reporting capabilities
- Dedicated relationship managers and client service team
- Online access to daily account information at [mosip.org](http://mosip.org)



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**Amber Cannegieter**  
Key Account Manager  
[cannegietera@pfmam.com](mailto:cannegietera@pfmam.com)



**Rickey Lumms**  
Client Service Representative  
[lummsr@pfmam.com](mailto:lummsr@pfmam.com)

## A Program Governed by Those it Serves

**Mr. Paul Northington**  
MOSIP Chairperson  
Chief Financial Officer  
*Rockwood School District*

**Mr. Kyle McDonald**  
MOSIP Vice Chairperson  
Board of Education Member  
*Cape Girardeau School District*

**Ms. Melissa Randol, Esq.**  
MOSIP Secretary/Treasurer  
Executive Director  
*Missouri School Boards Association (MSBA)*

**Dr. Doug Hayter**  
Executive Director  
*Missouri Association of School Administrators (MASA)*

**Ms. Kim Cranston**  
Executive Director  
*MO Assoc. of School Business Officials (MoASBO)*

**Mr. Steve Hobbs**  
Executive Director  
*Missouri Association of Counties (MAC)*

**Mr. Richard Sheets**  
Executive Director  
*Missouri Municipal League (MML)*

**Ms. Rhonda Gilstrap**  
Board of Education Member  
*Blue Springs School District*

**Dr. Mike Slagle**  
Superintendent  
*Raymore-Peculiar R-II*

**Ms. Pam Frazier**  
Chief Financial Officer  
*Webster Groves School District*

**Dr. Anthony Rossetti**  
Superintendent  
*Webb City School District*

**Mr. Charles Quinn**  
Board of Education Member  
*Waynesville School District*

**Ms. Jody Paterson**  
Treasurer  
*St. Louis County*

**Ms. Ann Schmidt**  
Board of Education Member  
*North Callaway R-I*

*Board current as of September 2022*

*This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the investment objectives, risks, charges and expenses before investing in any of the Missouri Securities Investment Program's portfolios. This and other information about the Program's portfolios is available in the Program's current Information Statement, which should be read carefully before investing. A copy of the Information Statement may be obtained by calling 1-877-MY-MOSIP or is available on the Program's website at [www.mosip.org](http://www.mosip.org). While the MOSIP Liquid Series seeks to maintain a stable net asset value of \$1.00 per share and the MOSIP Term portfolio seeks to achieve a net asset value of \$1.00 per share at the stated maturity, it is possible to lose money investing in the Program. An investment in the Program is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Program's portfolios are distributed by PFM Fund Distributors, Inc., member Financial Industry Regulatory Authority (FINRA) ([www.finra.org](http://www.finra.org)) and Securities Investor Protection Corporation (SIPC) ([www.sipc.org](http://www.sipc.org)). PFM Fund Distributors, Inc. is an affiliate of PFM Asset Management LLC.*





# Missouri Securities Investment Program (MOSIP) Rates

October 4, 2022

MOSIP Term Rates <sup>(1)</sup> (Fixed Rate/Fixed Term)		
<u>Maturity</u>	<u>Date</u>	<u>Net Rate</u>
60 Days	December	3.26%
90 Days	January	3.66%
120 Days	February	3.86%
150 Days	March	3.98%
180 Days	April	4.16%
210 Days	May	3.96%
240 Days	June	3.97%
270 Days	July	4.03%
300 Days	July	4.04%
330 Days	August	4.19%
365 Days	October	4.22%

PFM Asset Management LLC Direct Purchase of Certificates of Deposit MOSIP Fixed Income Investment Program <sup>(1)</sup> (FDIC-Insured CDs)**		
<u>Maturity</u>	<u>Date</u>	<u>Net Rate</u>
180 Days	April	3.55%
270 Days	July	3.20%
365 Days	October	4.05%
730 Days	October	3.90%

\*\*Subject to availability. Best rate for one CD in an amount such that the total value of the CD (including interest) would not exceed applicable FDIC insurance limits, assuming no pre-existing deposits with that financial institution. Other maturities available.

CURRENT 7-Day YIELD <sup>(2)</sup>	
MOSIP Liquid Series	2.80%

**\* We request you contact our Client Services Group for the most current fixed-rate investment options.**

Call Toll-Free 1-877-MY-MOSIP (1-877-696-6747)

Press 3 for MOSIP Term and MOSIP Fixed Income Investments

[www.mosip.org](http://www.mosip.org)

1. MOSIP TERM Series and MOSIP Fixed Income Investment Program rates are market rates, subject to change and the rates shown are net of applicable advisory fees and other expenses. They are quoted on an actual day basis, interest is simple and payable at maturity. Actual rates, availability, and minimum investment amounts may vary at the time of purchase and are subject to change. Once you place an investment, the rate is fixed for the full term of your investment and there may be a penalty for early redemption. The minimum investment for MOSIP TERM Series is \$1,000,000. The minimum investment for purchasing Certificates of Deposit in the MOSIP Fixed Income Investment Program is \$95,000; the maximum investment is an amount such that the total value of the CD (including interest) will not exceed the applicable FDIC insurance limits per institution. Certificates of Deposit can be purchased through the MOSIP Fixed Income Investment Program only by executing a separate investment advisory agreement with PFM Asset Management LLC, the Investment Adviser for MOSIP (the "Fund"). Certificates of Deposit purchased through the MOSIP Fixed Income Investment Program are not issued, guaranteed or insured by the Fund or the Investment Adviser or any of its affiliates. A description of MOSIP TERM Series and the MOSIP Fixed Income Investment Program are contained in the MOSIP Information Statement. The Information Statement contains important information and should be read carefully before investing. Past performance is not indicative of future results.

2. The MOSIP Liquid Series rate represents the current seven-day SEC yield as of the date indicated. The current seven-day yield, also referred to as the current annualized yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. Past performance is not indicative of future results and yields may vary. The yield shown above may reflect fee waivers by service providers that subsidize and reduce the total operating expenses of the Fund. Fund yields would be lower if there were no such waivers.

This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the investment objectives, risks, charges and expenses before investing in any of the Missouri Securities Investment Program's portfolios. This and other information about the Program's portfolios is available in the Program's current Information Statement, which should be read carefully before investing. A copy of the Information Statement may be obtained by calling 1-877-MY-MOSIP or is available on the Program's website at [www.mosip.org](http://www.mosip.org). While the MOSIP Money Market Series seeks to maintain a stable net asset value of \$1.00 per share and the MOSIP Term portfolio seeks to achieve a net asset value of \$1.00 per share at the stated maturity, it is possible to lose money investing in the Program. An investment in the Program is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Program's portfolios are distributed by PFM Fund Distributors, Inc., member Financial Industry Regulatory Authority (FINRA) ([www.finra.org](http://www.finra.org)) and Securities Investor Protection Corporation (SIPC) ([www.sipc.org](http://www.sipc.org)). PFM Fund Distributors, Inc. is an affiliate of PFM Asset Management LLC.

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

*AN ORDINANCE AUTHORIZING THE CITY OF WELDON SPRING, MISSOURI,  
TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR THE INVESTMENT OF PUBLIC FUNDS THROUGH THE  
MISSOURI SECURITIES INVESTMENT PROGRAM*

\*\*\*\*\*

**WHEREAS**, the City of Weldon Spring is a City of the fourth class and a political subdivision of the State of Missouri, organized and existing under the Constitution and laws of the state; and

**WHEREAS**, Article VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the state may cooperate under contract to provide a common service as provided by law; and

**WHEREAS** Sections 70.210 – 70.320 R.S. Mo. Provide that political subdivisions, including cities, towns and villages, may jointly exercise their authority to provide a common service so long as the subject and purpose of such contract are within the scope of the powers of each such participating subdivision, and,

**WHEREAS**, the Board of Aldermen of the City of Weldon Spring, Missouri, deems it to be in the best interest of the City and its citizens to enter into an intergovernmental cooperation agreement for the investment of public funds through the Missouri Securities Investment Program.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, AS FOLLOWS:**

**SECTION 1: Authorization of Intergovernmental Cooperation and Agreement.** The Board of Aldermen of the City of Weldon Spring hereby authorizes the City to enter into the Missouri Securities Investment Program Intergovernmental Cooperation Agreement, in substantially the form attached to this Ordinance and marked Exhibit A (the “Agreement”) submitted to and reviewed by the governing body of the City, a copy of which shall be filed with the minutes of the meeting at which this Ordinance is adopted, with such changes herein as shall be approved by the representatives of the City executing the Agreement, such representatives signatures thereon being conclusive evidence of their approval thereof.

**SECTION 2: Execution of Documents.** The Mayor, President of the Board, and City Administrator of the city are hereby authorized and directed to execute and attest, respectively, and deliver the Agreement for and on the behalf of and as the act and deed of the City.

Suh officers are further authorized to execute and attest, respectively, such other documents, certificates, and instruments and to take and perform such further acts on behalf of the City as may be necessary or desirable to carry out and comply with and give effect to the intent of this Ordinance and the Agreement.

**SECTION 3: Authorization of Investments.** They City hereby authorizes the investment and withdrawal of its available funds from time to time in accordance with the terms of the

Agreement and the following officers are hereby designated as having full power and authority to invest and withdraw invested funds of the City as provided in the Agreement:

(must be the same as section 6 of the Master Account Application)

\_\_\_\_\_  
Print Name Title Signature

\_\_\_\_\_  
Print Name Title Signature

\_\_\_\_\_  
Print Name Title Signature

**SECTION 4: Authorization to Serve as Member of Board of Directors.** The members of the Board of Aldermen and officers of the City are hereby authorized to serve as members of the board of Directors of the Missouri Securities Investment Program if elected or appointed under the provisions of the Agreement.

**SECTION 5: Further Authority.** The City shall, and the officers and agents of the City are hereby authorized and directed to, take such action, expend such funds, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with, and perform the duties of the City with respect to the Agreement.

**SECTION 6: Effective Date.** This Ordinance shall be in force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_  
Donald D. Lickliger, Mayor

Attest:

\_\_\_\_\_  
William C. Hanks, City Clerk

To approve

Motioned: \_\_\_\_\_



BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

AN ORDINANCE APPROVING A FINAL PLAT WITHIN THE CITY OF WELDON SPRING, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (NEW PERSPECTIVE OF WELDON SPRING FINAL PLAT LOT A)

\*\*\*\*\*

WHEREAS, Civil & Environmental Consultants, Inc., has prepared and submitted the final plat on behalf of the property owner, Weldon Springs RE LLC, to the City of Weldon Spring for approval; and

WHEREAS, the City Planner and City Engineer have reviewed the documents and recommend approval for the following record plat:

New Perspective of Weldon Spring Lot A

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, AS FOLLOWS:

Section 1: That the Final Plat of New Perspective of Weldon Spring Lot A, located in the City of Weldon Spring, Missouri, as it appears on drawings of same prepared by Civil & Environmental Consultants, Inc., in October 2022 is hereby approved as submitted to the Board of Aldermen, which is attached hereto and incorporated by reference as "Exhibit A."

Section 2: That the City Clerk is hereby authorized to attach his certificate under the City of Weldon Spring, Missouri, upon the original of said final plat showing the approval of the Board of Aldermen

Section 3: The vote on the aforesaid being deemed an emergency by the Board of Aldermen, the Board does hereby waive and dispense with the tabling procedure set forth in City Code, Section 110.070 (B) and does hereby authorize the reading of the above bill twice at this meeting, and a vote thereon immediately following said second reading.

Section 4: That this ordinance shall be in full force and effect upon its enactment and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS \_\_\_ DAY OF \_\_\_\_\_ 2022.

Attest:

Donald D. Lickliger, Mayor

William C. Hanks, City Clerk





**NEW PERSPECTIVE OF WELDON SPRING**  
 A RECORD PLAT OF A TRACT OF LAND BEING PART OF  
 U.S. SURVEY 1796, TOWNSHIP 46 NORTH, RANGE 3  
 EAST AS RECORDED IN  
 DEED BOOK 6387, PAGE 1493 IN  
 THE ST. CHARLES COUNTY, MISSOURI RECORDS.

**UTILITY NOTES:**

PUBLIC WATER SUPPLY DISTRICT # 2 IS THE WATER PROVIDER FOR LOT A

**ZONING NOTES:**

EXISTING SITE CONDITIONS MAY VARY FROM THE ZONING MAP AS SHOWN IN THE CITY OF WELDON SPRING ZONING REGULATIONS. ZONING REGULATIONS OF WELDON SPRING PLANNING AND ZONING DEPARTMENT.

**FLOOD ZONE NOTES:**

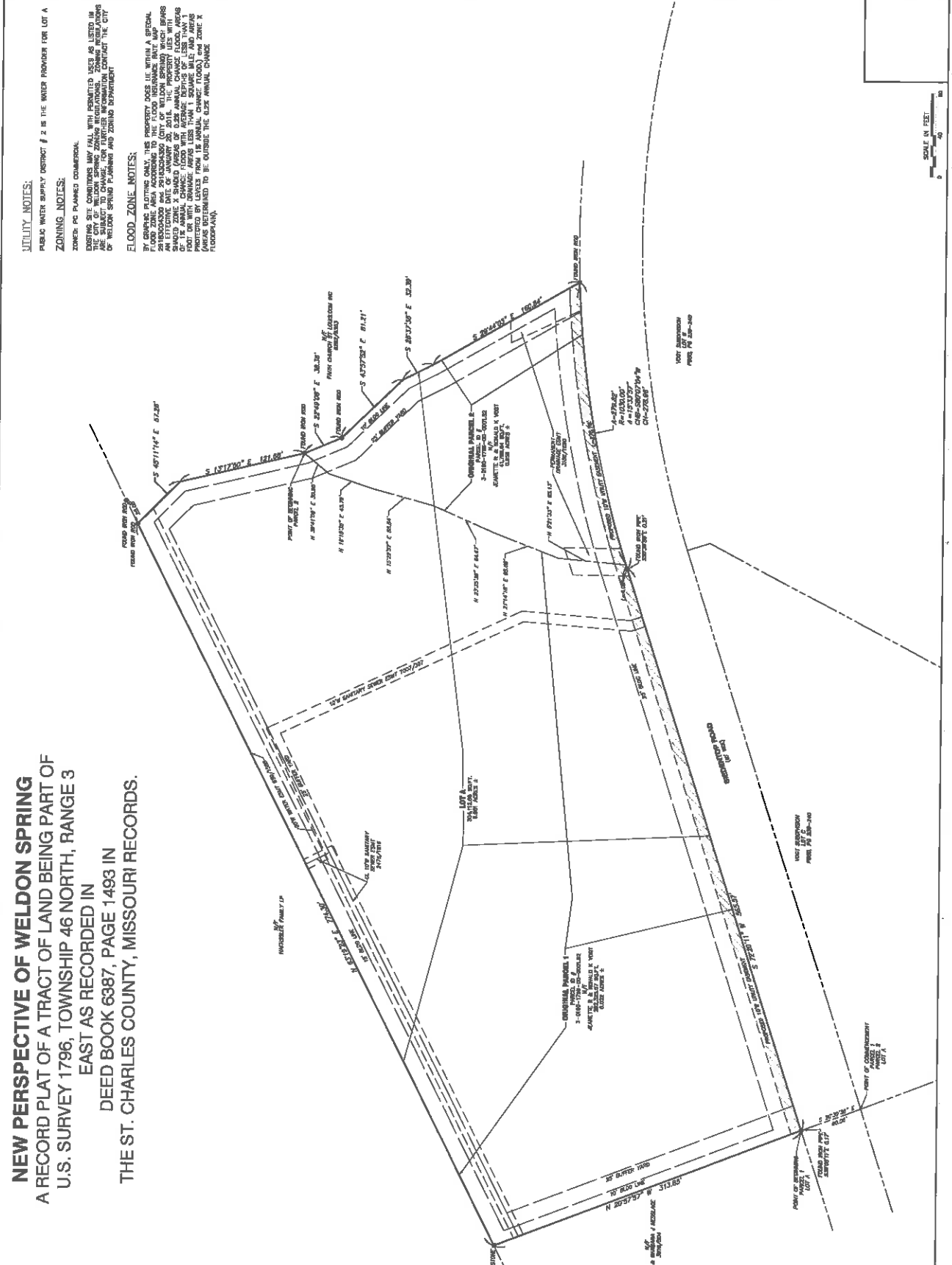
BY GRADING PLATING ONLY, THIS PROPERTY DOES NOT WITHIN A SPECIAL FLOOD ZONE AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP. AN EFFECTIVE DATE OF JANUARY 2016. THE PROPERTY LIES WITHIN OF THE ANNUAL CHANCE FLOOD AREA OF 0.25% ANNUAL CHANCE FLOOD AREA. AREAS OF 0.25% ANNUAL CHANCE FLOOD AREAS LESS THAN 1 SQUARE MILE AND AREAS OF 0.25% ANNUAL CHANCE FLOOD AREAS LESS THAN 1 SQUARE MILE AND AREAS AREAS BELONGING TO BE OUTSIDE THE 0.25% ANNUAL CHANCE FLOODPLAIN.

NO.	DATE	DESCRIPTION
1		PRELIMINARY
2		REVISION RECORD

**CFC**  
 Civil & Environmental Consultants, Inc.  
 3000 Little Hills Expressway - Suite 102 - St. Charles, MO 63043  
 314-656-6506 - 656-250-2879  
 www.cfcinc.com

**WELDON SPRINGS RE, LLC**  
 SUITE 610  
 1110 N. DR MARTIN LUTHER KING JR.  
 MILWAUKEE, WI 53203

DATE	DESCRIPTION
03/28/2022	CONTRACT
03/28/2022	RECORD
03/28/2022	DRAFT



SCALE IN FEET  
 0 20 40

SV01  
 SHEET 1 OF 1

NEW PERSPECTIVE OF WELDON SPRING  
 RECORD PLAT



John Lyons  
County Engineer

October 4, 2022

Mr. Donald Licklider  
Mayor of Weldon Spring  
5401 Independence  
Weldon Spring, MO 63304

RE: TERMINATION NOTICE - AGREEMENT FOR ROAD MAINTENANCE AND REPAIR

Mr. Licklider,

As you are aware, the County will be operating under a new agreement beginning January 1, 2022, which was submitted to the City for execution on October 4, 2022. Renewal of the existing contract is not an option. Therefore, St. Charles County hereby gives notice of termination of the existing contract to be effective on December 31, 2022.

Please keep in mind, if the new contract is not signed and returned to us in a timely manner, a lapse in or termination of services may occur. If you have any questions or comments, you may contact us at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "TED DUNKMANN".

Ted Dunkmann, P.E.  
Highway Superintendent  
St. Charles County Highway Dept.



John Lyons  
County Engineer

October 4, 2022

Mr. Donald Lickliger  
Mayor of Weldon Spring  
5401 Independence  
Weldon Spring, MO 63304

RE: AGREEMENT FOR ROAD MAINTENANCE AND REPAIR

Mr. Lickliger,

We enclose one copy of the approved "Agreement for Road and Maintenance Repair". Attachment B of this agreement outlines a list of Municipality roads available for County maintenance. It also includes the type of maintenance the Municipality may request (i.e. general maintenance, snow plowing, and mowing frequency). An electronic copy of the Attachment B will also be sent via email for you to select services, add, or delete locations as needed. Once you are confident that Attachment B is up to date, please have this agreement fully executed by the Mayor, dated, and returned to us by November 14, 2022 for further processing. After the County's portion has been executed, a signed copy will be returned to you for your files.

If you have any questions or comments, you may contact us at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Dunkmann".

Ted Dunkmann, P.E.  
Highway Superintendent  
St. Charles County Highway Dept.

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WELDON SPRING, MISSOURI, TO EXECUTE AN AMENDED AGREEMENT FOR ROAD MAINTENANCE & REPAIR WITH ST. CHARLES COUNTY, MISSOURI, & MATTERS RELATING THERETO

\*\*\*\*\*

WHEREAS, the City of Weldon Spring has a duty to maintain its public roads, streets, and right-of-ways; and

WHEREAS, the City of Weldon Spring desires to contract with St. Charles County to perform certain maintenance work as specified herein; and

WHEREAS, Section 70.220 R.S. MO. authorizes intergovernmental agreements; and

WHEREAS, St. Charles County, on behalf of the City of Weldon Spring, collects Special Road & Bridge Fund taxes pursuant to Article X, Section 12 (a) of the Constitution of Missouri and Section 137.555 R.S. MO., as amended; and

WHEREAS, St. Charles County and the City of Weldon Spring have previously agreed that fifty (50%) of the revenue received from the Special Road & Bridge Fund levied upon certain property situated within the boundaries of the City of Weldon Spring shall be utilized for the repair and improvement of existing roads, streets, and bridges within the boundaries of the City of Weldon Spring; and

WHEREAS, the parties entered into an Agreement for Road Maintenance & Repairs on August 17, 2016, and now desire to amend said agreement.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Aldermen of the City of Weldon Spring, Missouri, hereby agrees that the 2016 Agreement with St. Charles County is superseded with the execution of the amended agreement with St. Charles County for road maintenance and repair, which is attached hereto as "Exhibit A."

SECTION 2: The vote of the aforesaid being deemed an emergency by the Board of Alderman, the Board does hereby waive and dispense with the tabling procedure set forth in City Code, Section 110.070 (A)(3) and does hereby authorize the reading of the above bill twice at the meeting, and a vote thereon immediately following said reading.

SECTION 3: That this Ordinance shall be in full force and effect upon its enactment and approval.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF  
WELDON SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.*

---

Donald D. Lickliger, Mayor

**Attest:**

---

William C. Hanks, City Clerk

**AGREEMENT FOR  
ROAD MAINTENANCE AND REPAIR**

This contract is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between ST. CHARLES COUNTY, MISSOURI (hereinafter referred to as “County”), and the CITY OF WELDON SPRING, MISSOURI (hereinafter referred to as “Municipality”).

WHEREAS, the County, on behalf of the Municipality, collects Special Road and Bridge Fund taxes pursuant to Article X, Section 12 (a) of the Constitution of Missouri and Section 137.555 R.S.Mo., as amended; and

WHEREAS, the County and Municipality agree that fifty percent (50%) of the revenue received from the Special Road and Bridge Tax levied upon certain property situated within the boundaries of the Municipality shall be utilized for the repair and improvement of existing roads, streets and bridges within the boundaries of the Municipality; and

WHEREAS, the Municipality has a duty to maintain its public roads, streets and rights-of-way;

WHEREAS, the Municipality desires to contract with the County to perform certain maintenance work as specified herein; and

WHEREAS, Section 70.220, R.S.Mo. authorizes intergovernmental agreements; and

WHEREAS, the Parties entered into an Agreement for Road Maintenance and Repair on August 17, 2016 (the “2016 Agreement”) and

WHEREAS, the Parties now desire to amend the 2016 Agreement;

NOW, THEREFORE, the parties do hereby agree as follows:

**Services and Cost Assessment**

**1. Budget for Services.**

**(a) In General.**

By January 1 of each year, the County and the Municipality shall agree upon an estimate of the annual amount of the proceeds Municipality would otherwise have been entitled to receive from taxes levied during the term of this Agreement and any extensions thereof upon property within the Municipality for the County’s Road and Bridge Fund, which is funded by tax revenues collected pursuant to Article X, Section 12 (a) of the Constitution of Missouri and Section 137.555 R.S.Mo., as amended. This amount shall be referred to herein as the “Estimated Services Budget”. If the County and the Municipality are unable to agree upon an Estimated Services Budget by August 1, then the Estimated Services Budget shall be the amount for the preceding year of the actual proceeds Municipality would otherwise have been entitled to receive from taxes levied upon property within the



Municipality for the County's Road and Bridge Fund, along with any adjustment resulting from the annual reconciliation described in Section 6 below.

(b) Option for using additional funds.

The Municipality shall have the option each year of designating additional funds to apply to the determination of the amount of the Estimated Services Budget. These additional funds may be used for Contract Work only (as defined in Section 4(b)(4)). If the Municipality utilizes that option, then the Municipality shall pay the County the amount of the additional funds over four equal installments payable on January 1, April 1, July 1 and October 1 for the year in which the additional funds are to apply. This designation of additional funds must be completed by July 1 of the previous year as part of the establishment of the Estimated Services Budget.

2. **Cost of Services.** Attachment A provides an itemized list of unit costs and/or fixed costs for services the County typically provides for the repair, maintenance, construction or reconstruction of public roads, streets and rights-of-way. The costs shall be based upon the most recent available actual average bid prices for similar work for concrete slab replacement, asphalt overlay work, and crack sealing. The costs for other common work, including general maintenance, will be determined each year by the County based on its determination of its actual costs incurred in performing such work. The County shall provide the Municipality with an update of Attachment A by May 1 of each year and such updated costs shall apply immediately and remain in effect until April 30 of the following year. Work that does not fall into one of the categories above will be performed on a time and material basis. Costs for time and material work will be calculated as the sum of the following: Equipment- using reimbursement rates for the use of the same or substantially similar equipment as established by the Federal Emergency Management Agency and in effect at the time work was performed; Personnel – using the hourly pay rate for any employee who participated in the work (including overtime if emergency repairs are required after hours); Material- using actual material costs; Specialty Equipment (equipment not included within the FEMA reimbursement rates) – will be charged an hourly rate of \$25 for every \$50,000 of original purchase price (Example: \$200,000 purchase price = \$100/hr); Administrative Services – 1.5% of subtotal repair cost to account for material bidding services and tracking of time and material invoices. Time will be charged in 0.5 hour increments.
3. **Authorized Location of Services.** The County shall provide the City with a current list of County maintained Municipal streets effective the date of this agreement as Attachment B. The Municipality shall review Attachment B, selecting what type of services the County is to perform and return it with the signed agreement. The Municipality is responsible for providing the County an updated Attachment B, with selected services, at least once per year on May 1. The Municipality may update Attachment B as needed; however, any addition or deletion of a street must be accompanied by the pertinent City ordinance and no street shall be added or removed from this service agreement without an updated Attachment B from the Municipality.
4. **Request for Services.** The Municipality shall provide the County each year with a list of requested repairs, maintenance, construction or reconstruction of public roads, streets and

rights-of-way within the Municipality that reflects a total cost amount not in excess of the Estimated Services Budget. This list must be provided by August 1 for Scheduled Maintenance work for the next calendar year. The Municipality may request the assistance of the County in compiling such requests, and the County agrees to provide such assistance as is reasonably available, however the ultimate decision on which services to request lies with the Municipality.

**5. Provision of Services.**

**(a) In General.**

The County shall provide the services requested by the Municipality and track its costs therefore in accordance with the categories of services identified below and the corresponding costs set forth in Attachment A or based on time and material as specified above, and assess the costs incurred against the Estimated Services Budget or, if an adjustment has occurred pursuant to Section 6 of this Agreement, the Adjusted Services Budget. Notwithstanding any other provision of this Agreement, the County shall have no obligation to provide services that will result in the County's incurring costs in excess of the Estimated Services Budget or, if an adjustment has occurred pursuant to Section 6 of this Agreement, the Adjusted Services Budget. The County may, however, incur excess costs at its own discretion in which event such excess costs shall be recouped in accordance with the provisions of Section 6 below; however the County shall not incur costs in excess of twenty percent (20%) of the current year's Estimated Services Budget or, if an adjustment has occurred, the Adjusted Services Budget, without the written consent of the Municipality.

**(b) Categories of Services.**

(1) General maintenance: The County shall provide general maintenance for all streets specified in Attachment B, at a flat rate per mile established each year, as shown in Attachment A. General maintenance will include pothole patching (limited to an area no larger than two feet (2') by two feet (2') in size), trash pickup once per year on rural roads to be mowed, mowing of rural roads twice per year, washing and sealing bridges not more than once per year, and emergency response for debris removal or flooding. The County shall not be obligated to mow along any subdivision streets. All roadways that will receive these general services shall be identified in Attachment B by the Municipality.

(2) Scheduled Maintenance: The Municipality shall request Scheduled Maintenance services, as defined herein, in accordance with Section 4 above, and the County shall make all reasonable efforts to provide such services subject to the limitations set forth herein. This work will consist of the following types of scheduled maintenance: concrete slab replacement, asphalt overlays, curb replacement, sidewalk replacement, curb ramp replacement or construction, replacement of culvert pipes or storm sewers, mowing along urban arterial roads twice per month, striping, sign installation, or the total reconstruction of a roadway. Such work must be requested by August 1 for scheduling work the next calendar

year. The County shall have the discretion to deny work if sufficient staff is not available and determine when during the calendar year the Scheduled Maintenance will be performed, but agrees to confer with the Municipality regarding any specific timing needs.

(3) **Unscheduled repairs (work orders and emergencies):** The Municipality may request work during the year that was not scheduled but is required due to changing conditions. This work will consist of the following types of unscheduled work: concrete slab, curb or sidewalk replacement, repair of holes or soft spots in asphalt roadways that are larger than two feet (2') by two feet (2') in size, replacement of a failed culvert, flushing culverts, street creep repairs, street sweeping, new sign installation, sign replacement, or other unscheduled maintenance work. Work will be requested by the Municipality by submitting a work order request to the County Highway Department office. The County will investigate the work order within 10 business days and either make the repair or provide the Municipality with a plan for performing the corrective work along with a timeframe. The total value of Unscheduled Repairs must not exceed \$35,000.00 per year without prior approval from the County.

(4) **Winter Response:** The County shall provide winter response services for all streets specified in Attachment B as of October 31 of each year. Winter response shall be assessed at a flat rate per mile established each year, as shown in Attachment A. Winter response shall include pre-treatment, de-icing, and snow plowing services. All winter response services for the Municipality shall be performed in conjunction with winter response for County owned roads. No work shall be performed solely for the benefit of the County or Municipality. Timing of services, material application rates, and response routes shall be at the discretion of the County in order to maximize efficiency and minimize costs to both parties.

(5) **Contract Work:** The Municipality may request additional scheduled maintenance work, whose costs exceed the annual Estimated Services Budget, if the type of work consists of Contract Work, as defined herein. The term "Contract Work" shall mean: concrete slab replacement, asphalt overlays, curb replacement, sidewalk replacement, curb ramp replacement or construction, or the total reconstruction of a roadway. Such work must be requested by August 1 for scheduling work the next calendar year. Payment for the Contract Work shall be made in accordance with Section 1. If the Contract Work is to be paid for, or the costs therefore reimbursed, in whole or in part by a state or federal grant, then the Municipality shall be responsible for any required matching funds. At the County's discretion, should the Contract Work exceed the County's ability to provide adequate construction inspection services, the Municipality will be responsible for providing inspection services for those portions of a contract involving municipal streets. Contract Work shall be subject to an additional payment to the County equivalent to 1.5% of the Municipality's Contract Work amount. This additional payment will help offset the administrative costs borne by the County during performance of bidding services. Furthermore, the County shall have the discretion

to deny any request for Contract Work if the County determines it does not have sufficient staff or other resources available to administer the requested work.

(c) Cost Reporting.

The County shall provide the Municipality with a quarterly accounting of the services provided and the costs incurred no later than one (1) month following the conclusion of each quarter. The parties may then confer to determine whether to make any adjustments to the requested work for the remainder of the year. The accounting for the general maintenance and winter response services shall be based on the streets selected and annual flat rates applicable thereto, assessed quarterly on January 1, April 1, July 1, and October 1. For all work that is not performed on a time and materials basis, the costs reflected in Attachment A shall be used; any costs incurred by the County in excess of the costs for such work reflected in Attachment A shall be borne by County, and any savings realized shall be retained by the County. For all work that is performed on a time and materials basis, the costs shall be calculated as stipulated in Section 2.

6. **Annual Reconciliation.** After the conclusion of each year this Agreement is in effect, the County shall reconcile the actual costs of the services provided as reflected in the quarterly accountings to the Municipality with the actual revenue that the Municipality would otherwise have received from taxes levied upon property within the Municipality for the County's Road and Bridge Fund. Any difference between such actual revenue and such actual costs shall be applied to the Estimated Services Budget for the next year as an adjustment, yielding an amount that shall be referred to herein as the "Adjusted Services Budget" for said year; unless the remaining costs exceed the Estimated Services Budget by 10% or more, at which time the County may request a final yearly payment due in December. The parties acknowledge that the information necessary to complete such reconciliation may not be available until several months into the new calendar year. When the Adjusted Services Budget is determined, the parties shall confer to determine whether to make any adjustments to the requested work for the remainder of the year to account for the adjustment in budget amount.
7. **Final Reconciliation Upon Termination.** At the time of termination of this Agreement, any outstanding difference between such actual costs and such actual revenue shall be accounted for and paid. This final reconciliation shall be performed by the County and submitted to the Municipality. If such actual costs have exceeded such actual revenues, then the Municipality shall pay the amount of the difference to the County within ninety (90) days of such submission. If such actual revenues have exceeded such actual costs, then the County shall pay the amount of the difference to the Municipality within ninety (90) days of such submission.
8. **Cost and Revenue Calculations.** The County shall be responsible for calculating all amounts of revenue and costs contemplated in this Agreement; however the Municipality shall be entitled to review all data and calculations utilized by the County in determining such amounts. If the County has actual cost data to rely upon for the use of its vehicles and other equipment (normally these costs are only available for rented equipment) those costs will be used, but if not, then the County shall be entitled to use reimbursement rates for the

use of the same or substantially similar equipment as established by the Federal Emergency Management Agency and in effect at the time. If substantially similar equipment as established by the Federal Emergency Management Agency is not available, costs shall be calculated as “Specialty Equipment” as outlined in Section 2 above. In the event of any dispute over calculations of revenue or costs pursuant to this Agreement, the parties agree to meet and confer to attempt to resolve such dispute, however the County’s determination made after such meeting shall be controlling.

### **Compensation**

9. In consideration of the County meeting the obligations of this Agreement, and subject to the right of the Municipality to a refund pursuant to Section 7 of this Agreement, the Municipality waives its rights to refunds of taxes levied during the term of this Agreement and any extensions thereof upon property within the Municipality for the County’s Road and Bridge Fund pursuant to Article X, Section 12 (a) of the Constitution of Missouri and Section 137.555 R.S.Mo., as amended. The Municipality may further opt to contribute additional compensation as set forth in Section 1 (b) for the purpose of receiving additional services.

### **General Terms**

10. The County shall perform these services as an independent contractor of the City. The County shall have the discretion to determine the appropriate methods to accomplish necessary repairs and maintenance, but shall utilize the same standards as it uses for the repair and maintenance of the County’s public roads, streets and rights-of-way.
11. The Municipality recognizes that its duty to inspect its roads, streets and rights-of-way is nondelegable, and the County shall not assume any such duty by operation of this Agreement. Upon the County’s receipt of written notice from the Municipality of any specific defect or unsafe condition in a road, street or right-of-way subject to this agreement that requires repair or maintenance, the County shall perform repair or maintenance work to remedy such condition within a period of time that is reasonable under the circumstances and in consideration of the staff available, with the cost of such work to be tracked and assessed against the Estimated or Adjusted Services Budget. If the County receives notice of a defect or unsafe condition in a road, street or right-of-way belonging to the Municipality from another source, the County shall direct such source to report the defect or unsafe condition to the Municipality or otherwise notify the Municipality.
12. Notwithstanding any other terms of this Agreement, nothing herein shall limit the Municipality’s right to apply for road improvement project funding from the proceeds of the St. Charles County transportation sales tax or any other source.
13. All improvements that are constructed after the date of this Agreement and that are to be maintained by the Municipality (or by the County pursuant to this Agreement) must be constructed to standards satisfactory to the St. Charles County Highway Department. Any improvement constructed to meet or exceed the standards listed in the “St. Charles County Highway Department Design Criteria for the Preparation of Improvement Plans” (kept on file in the Highway Department), or other standards incorporated by reference therein, shall

be considered to be satisfactory. The Municipality shall provide the County with construction plans, inspection reports, and other documentation or information requested by the County that is reasonably necessary to evaluate the design and construction of any improvement submitted for maintenance by the County pursuant to this Agreement.

#### **Other Services**

14. Upon written request from the Municipality, the County shall issue special use permits on behalf of the Municipality for work in the Municipality's rights-of-way in the same manner as the County issues special use permits for work in the County's rights-of-way pursuant to Section 229.300 *et seq.* R.S.Mo., as amended. Any fees collected from applicants for permits issued by the County on behalf of the Municipality shall be retained by the County, and no costs for the issuance of such permits shall be assessed against the Municipality.
15. This Agreement shall not affect any contracts for services between the County and the Municipality not related to road maintenance and repair. Nothing in this Agreement shall obligate the County to perform review of development or improvement plans, inspection of improvements under construction or existing improvements, or other development review services for the Municipality. The County may provide such services to the Municipality pursuant to a separate written agreement.

#### **Liability to Third Parties**

16. The County shall indemnify, protect and hold harmless the Municipality from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party hereto, and including payment under any workmen's compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence, or alleged negligence of the County, its agents, servants or employees in performing repair and maintenance work pursuant to this Agreement; provided that, for any demand, claim, suit or judgment based upon actual or constructive notice of a defective or unsafe condition, the Municipality has notified the County of the need to repair or otherwise remedy such defective or unsafe condition in the manner provided for herein before the accrual of the cause of action for such claim.
17. The Municipality shall indemnify, protect and hold harmless the County from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party hereto, and including payment under any workmen's compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence, or alleged negligence of the Municipality, its agents, servants or employees in performing its obligations under this Agreement or by reason of its ownership of the roads, streets or rights-of-way that are the subject of this Agreement.

### **Limitations**

18. This Agreement is not assignable by either party hereto.
19. The Municipality shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or which may hereinafter be put into force.

### **Duration and Renewal**

20. The initial term of this Agreement shall begin on January 1, 20\_\_ and expire on December 31, 20\_\_, however, upon expiration of the initial term or any renewal term, this Agreement shall automatically renew for an additional one-year term unless a party gives written notice of termination to the other party at least sixty (60) days before expiration of the then-current term.
21. This Agreement may also be terminated by either party hereto at any time by giving at least sixty (60) days advance written notice to the other at the address shown below. If this contract is terminated such that the termination is effective before December 31 of any year, the amount of tax subject to the Municipality's waiver of refund rights as set forth herein shall be prorated, and a final reconciliation and payment shall be made as specified in Section 7 above.

### **Miscellaneous**

22. The headings in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement.
23. If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement shall not be affected and shall continue in full force and effect.
24. No provision of this Agreement shall be construed against or interpreted to the disadvantage of a party by any court or other governmental authority by reason of such party having or being deemed to have structured or dictated such provision.
25. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all previous agreements relating to repair and maintenance of the Municipality's roads by the County. There are no contemporaneous agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

26. Notices: All notices and other communications hereunder shall be in writing and shall be deemed to be duly given if (a) delivered in person or by commercial delivery service, or (b) if mailed by certified mail, with postage prepaid and return receipt requested, to the party at its address as set forth below:

To the Municipality:  
Mayor Donald Licklider  
City of Weldon Spring  
5401 Independence  
Weldon Spring, Missouri 63304

To the County:  
County Executive  
St. Charles County  
100 North Third Street  
St. Charles, Missouri 63301

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement after duly obtaining authorization to enter into same from the governing body thereof in accordance with applicable law.

THE CITY OF WELDON SPRING

ST. CHARLES COUNTY, MISSOURI

By: \_\_\_\_\_  
Mayor of City of Weldon Spring

By: \_\_\_\_\_  
County Executive

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
County Registrar



Attachment A, 2023 St Charles County Highway and City Maintenance Agreements

Repair / Maintenance Item	Cost From	Type	Unit of Measure	\$/Unit	Notes
Concrete Slab Replacement	2022 Concrete R&R Contract	SM, WO	Square Yard	\$71.00	Delete High and Low bids, Average Remaining Bids
Sidewalk Replacement	2022 Concrete R&R Contract	SM, WO	Square Foot	\$17.00	Delete High and Low bids, Average Remaining Bids
Curb ramp replacement	2022 Concrete R&R Contract	SM, WO	Square Foot	\$17.00	Delete High and Low bids, Average Remaining Bids
Curb ramp detectable warning strip	2022 Concrete R&R Contract	SM, WO	Square Foot	\$25.00	Delete High and Low bids, Average Remaining Bids
Concrete Short Load Charge	2022 Material Bid	SM, WO	Each	\$150.00	Delete High and Low bids, Average Remaining Bids
Crack Sealing - <30' wide streets	2022 Crack Sealing Contract	SM, WO	Lineal Foot of Centerline	\$0.80	Delete High and Low bids, Average Remaining Bids
Crack Sealing - 30' or greater wide streets	2022 Crack Sealing Contract	SM, WO	Lineal Foot of Centerline	\$1.10	Delete High and Low bids, Average Remaining Bids
Crack Sealing - Asphalt Streets	2022 Crack Sealing Contract	SM, WO	Lineal Foot of Centerline	\$1.20	Delete High and Low bids, Average Remaining Bids
Selective Curb Replacement	2022 Asphalt Overlay Contract	SM, WO	Lineal Foot	\$72.00	Delete High and Low bids, Average Remaining Bids
2" Asphalt Overlay	2022 Asphalt Overlay Contract	SM	Ton	\$86.00	Delete High and Low bids, Average Remaining Bids
1.5" Asphalt Overlay	2022 Asphalt Overlay Contract	SM	Ton	\$100.00	Delete High and Low bids, Average Remaining Bids
Street Curb Repair at Driveways	Average Time and Material	WO	Lineal Foot	\$92.00	Based on 2 man crew, sawcutting a 2" into the depth of driveway and installing 2" curbside foam, sealing, and cleanup
Asphalt Patching - Holes, Potholes Greater 2' by 2'	Average Time and Material	WO	Ton	\$717.00	Based on 5 man crew with Backhoe, Roller, & Support vehicles, with asphalt at Current Price/Ton
Asphalt Patching - UPM/Potholes Greater 2' by 2'	Average Time and Material	WO	Lineal Foot	\$49.00	Based on 5 man crew with Backhoe, Roller, & Support vehicles, with asphalt at Current Price/Ton
Joint Failure Repair	Average Time and Material	SM, WO	Each	\$61.00	Based on 3-4 man crew with skidloader & milling head, pavement removal and replacement, cleanup
Sign Installation with Locate	Average Time and Material	SM, WO	Each	\$162.00	Based on 2 man crew, equipment and materials, Locate services, does not include sign
Sign Installation with Locate for Road Program	Average Time and Material	SM	Each	\$93.00	Based on 2 man crew, equipment and materials, Locate services, does not include sign, faster production rate
Making Sign - Specialty	Average Time and Material	SM, WO	Each	\$28.00	Based on 1 leadman, equipment, and material costs per sign
Striping - Double Solid Line	Average Time and Material	SM, WO	Each	\$1,092.00	Based on 5 man crew, with equipment, signage, and materials. Striping over 1/2 mile or City wide must be Scheduled Maintenance
Striping - Single Solid Line	Average Time and Material	SM, WO	Mile	\$848.00	Based on 5 man crew, with equipment, signage, and materials. Striping over 1/2 mile or City wide must be Scheduled Maintenance
Striping - Skip Line	Average Time and Material	SM, WO	Mile	\$672.00	Based on 5 man crew, with equipment, signage, and materials. Striping over 1/2 mile or City wide must be Scheduled Maintenance
Striping - Single Solid with Skip Line	Average Time and Material	SM, WO	Mile	\$907.00	Based on 5 man crew, with equipment, signage, and materials. Striping over 1/2 mile or City wide must be Scheduled Maintenance
Striping - Symbols	Average Time and Material	SM, WO	Each	\$78.00	Based on 2 man crew, with equipment and materials. More than 30 symbols or City wide must be Scheduled Maintenance
Striping - Symbols - RR Crossing	Average Time and Material	SM, WO	Each	\$166.00	Based on 2 man crew, with equipment and materials. More than 30 symbols or City wide must be Scheduled Maintenance
Mowing Suburban - 1 mower	Average Time and Material	SM, WO	Hour	\$130.00	Mowing tree lawn of arterial roads, one mower and pickup
Mowing Suburban - 2 mowers	Average Time and Material	SM, WO	Hour	\$177.00	Mowing tree lawn of arterial roads, two mowers and pickup
Storm Sewer Repair	Time and Material	SM, WO	Per Repair	Per Repair	
Conduit Maintenance	Time and Material	WO	Per Repair	Per Repair	
Box Culvert Repair	Time and Material	SM, WO	Per Repair	Per Repair	
Bridge Maintenance - Painting	Time and Material	SM	Per Repair	Per Repair	
Bridge Maintenance - Channel Cleaning	Time and Material	WO	Per Repair	Per Repair	
Bridge Maintenance - Removal and Replacement	Time and Material	WO	Per Repair	Per Repair	
Ditching	Time and Material	WO	Per Repair	Per Repair	
Sweeping	Time and Material	WO	Per Repair	Per Repair	
Tree Removal	Time and Material	WO	Per Repair	Per Repair	
Brush Trimming	Time and Material	WO	Per Repair	Per Repair	
Street Reconstruction (including base removal and replacement	Time and Material	SM, WO	Per Repair	Per Repair	
Guardrail Repair - End Section	Time and Material	WO	Per Repair	Per Repair	
Guardrail Repair - Regular Section	Time and Material	WO	Per Repair	Per Repair	
Guardrail Repair - Post	Time and Material	WO	Per Repair	Per Repair	
Blade and rock gravel roads	Time and Material	SM, WO	Per Repair	Per Repair	
Signal Maintenance	Time and Material	SM, WO	Per Repair	Per Repair	
*T&M Cost is based on (# of manhours x average rate per class of employee) + (# of equipment hours x FEEMA rate) + 1.5% administrative fee. Time charged in 0.5 hour increments					
General Services			Mile	\$625.00	Once per year
Bridge Maintenance - Washing and Sealing	Covered by Per Mile Fee	GS			Brush mowing 2-3 times per year
Mowing - Rural	Covered by Per Mile Fee	GS			Once per year along roads to be mowed.
Trash Pickup	Covered by Per Mile Fee	GS			As Needed
Emergency Response for debris removal or flooding	Covered by Per Mile Fee	GS, WO			As Needed
Guardrail - Mulch placement	Covered by Per Mile Fee	GS			As Needed
Pothole Patching - Less than 2' by 2'	Covered by Per Mile Fee	GS, WO			As Needed
Snow / Ice Removal Services		SIRS	Mile	\$2,350.00	Performed when County roads are plowed
SM = Scheduled Maintenance, which requires notification by August 1st of the preceding year					
WO = Work Orders					
GS = General Services					
SIRS = Snow and Ice Removal Services					

Snow Plow	General Maint.	Type Mowing with Trash Pickup	Subdivision Name	Street Name	From Location	To Location	Road Type	Length
Yes or No	Yes or No	A - Arterial (2/Month) R - Rural (2/year) None - Subdivision						
		None		INDEPENDENCE RD	INDEPENDENCE RD	JOHNLIUN PL	Rock	60.91
		None		INDEPENDENCE RD	INDEPENDENCE RD	INDEPENDENCE RD	Rack Miles:	0.01
		Blueridge Terrace & Statler		NANCY LN	ENCLAVE TERRACE CT	DEAD END STREET	Asph C & G	296.81
		Blueridge Terrace & Statler		NANCY LN	JOHNLIUN PL	ENCLAVE TERRACE CT	Asph C & G	399.35
		Blueridge Terrace & Statler		NANCY LN	JOHNLIUN PL	NANCY LN (PRIVATE)	Asph C & G	603.69
		Chapter One		HEMMINGWAY LN	SIEDENTOP RD	KIPLING WAY	Asph C & G	264.33
		Chapter One		HEMMINGWAY LN	KIPLING WAY	KIPLING WAY (LOOP)	Asph C & G	531.51
		Chapter One		KIPLING WAY	HEMMINGWAY LN	HEMMINGWAY LN (LOOP)	Asph C & G	826.15
		Johnlinn Subdivision		JOHNLIUN PL	INDEPENDENCE RD (PRIVATE)	DEAD END STREET	Asph Ditch	1,216.77
		None		CEDAR JUNCTION LN	WOLFURUM RD	PRIVATE DRIVEWAY	Asph Ditch	369.75
		None		INDEPENDENCE RD	WESTCHESTER FARM DR	SOUTHBRook FOREST CT	Asph Ditch	1,489.07
		None		INDEPENDENCE RD	WYCLIFFE DR	WESTCHESTER FARM DR	Asph Ditch	799.80
		None		INDEPENDENCE RD	PATRIOTIC TRL	WYCLIFFE DR	Asph Ditch	219.77
		None		INDEPENDENCE RD	EL CABALLOS LN	GALAHAD DR	Asph Ditch	238.07
		None		INDEPENDENCE RD	CAMELOT DR	EL CABALLOS LN	Asph Ditch	913.15
		None		INDEPENDENCE RD	BUTTERFLY LN	CAMELOT DR	Asph Ditch	287.97
		None		INDEPENDENCE RD	RODELLE WOODS DR	BUTTERFLY LN	Asph Ditch	1,085.08
		None		INDEPENDENCE RD	INDEPENDENCE RD	RODELLE WOODS DR	Asph Ditch	334.00
		None		INDEPENDENCE RD	TIMBERVIEW LN	INDEPENDENCE RD	Asph Ditch	996.13
		None		INDEPENDENCE RD	TUDORS TRACE CT	TIMBERVIEW LN	Asph Ditch	507.51
		None		INDEPENDENCE RD	WOLFURUM RD	TUDORS TRACE CT	Asph Ditch	474.39
		None		INDEPENDENCE RD	SOUTHBRook FOREST CT	MODOT JURISDICTION	Asph Ditch	518.02
		None		INDEPENDENCE RD	GALAHAD DR	PATRIOTIC TRL	Asph Ditch	2,200.15
		None		OLD HWY 94 S	WELDON SPRING RD	PARKING LOT	Asph Ditch	805.83
		None		PATRIOTIC TRL	INDEPENDENCE RD	MEADOWS PKWY	Asph Ditch	1,288.29
		None		PITMAN HILL RD	MEADOWS PKWY	WOLFURUM RD	Asph Ditch	3,128.26
		None		PITMAN HILL RD	ROSEBERRY TOPPING CT	ROSEBERRY TOPPING CT	Asph C & G	118.11
		None		SAMMELMAN RD	LUCERNE MANOR DR	SAMMELMAN RD	Asph C & G	3,755.15
		None		SAMMELMAN RD	RENAISSANCE PL	WINTERFIELD DR	Asph Ditch	1,736.51
		None		SAMMELMAN RD	PITMAN HILL RD	LUCERNE MANOR DR	Asph Ditch	465.65
		None		SIEDENTOP RD	RENAISSANCE PL	RENAISSANCE PL	Asph Ditch	303.23
		None		TECHNOLOGY DR	SIEDENTOP RD (S. ROW LINE OF HWY 40)	NE PL OF #6330 WELDON SPRING DR	Asph Ditch	1,138.29
		None		WELDON SPRING RD	MODOT JURISDICTION	WOLFURUM RD	Asph C & G	283.47
		None		WELDON SPRING RD	SIEDENTOP RD	SIEDENTOP RD	Asph Ditch	317.39
		None		WOLFURUM RD	OLD HWY 94 S	SIEDENTOP RD	Asph Ditch	784.10
		None		WOLFURUM RD	CEDAR JUNCTION LN	OLD WOLFURUM RD	Asph C & G	2,485.58
		None		WOLFURUM RD	WOLFURUM WAY	MODOT JURISDICTION	Asph C & G	931.96
		None		WOLFURUM RD	ROANOKE DR	WOLFURUM WAY	Asph C & G	537.53
		None		WOLFURUM RD	GREENSBURG CT	ROANOKE DR	Asph C & G	1,444.99
		None		WOLFURUM RD	INDEPENDENCE RD	GREENSBURG CT	Asph C & G	671.31
		None		WOLFURUM RD	GREY OAKS DR	INDEPENDENCE RD	Asph C & G	939.97
		None		WOLFURUM RD	TECHNOLOGY DR	OLD WOLFURUM RD	Asph Ditch	1,022.13
		None		WOLFURUM RD	WILLOW LAKE CT	GREY OAKS DR	Asph Ditch	463.45
		None		WOLFURUM RD	PATRIOTIC TRL	OLD WOLFURUM RD	Asph Ditch	5,378.14
		None		WOLFURUM RD	OLD WOLFURUM RD	PATRIOTIC TRL	Asph Ditch	1,145.93
		None		WOLFURUM RD	CEDAR JUNCTION LN	WILLOW LAKE CT	Asph Ditch	1,176.54
		Osage Pk		OSAGE WAY	OSAGE WAY	DEAD END STREET	Asph Ditch	1,350.48
		Ozark Meadows		OZARK WAY	OZARK MEADOWS DR	OZARK MEADOWS DR	Asph Ditch	632.79
		Ozark Meadows		OZARK WAY	OFALLON RD	OZARK MEADOWS DR	Asph Ditch	433.17

Attachment B, 2023 St. Charles County Highway and City Maintenance Agreements

Snow Plow	General Maint.	Type Mowing with Trash Pickup	Subdivision Name	Street Name	From Location	To Location	Road Type	Length
Yes or No	Yes or No	A - Arterial (2/Month) R - Rural (2/year) None - Subdivision						
			Ozark Meadows	OZARK WAY	OSAGE WAY	DEAD END STREET	Asph Ditch	339.00
			Summit at Whitmoor	SUMMIT RIDGE PL	PITMAN HILL RD	CUL DE SAC	Asph C & G	842.52
							<b>Asphalt Miles:</b>	<b>9.18</b>
			Arterial	OFALLON RD	HWY 94	ST CHARLES COUNTY JURISDICTION	Conc C & G	1,005.76
			Camelot	AGRAVAINE CT	CAMELOT DR	CUL DE SAC	Conc C & G	602.92
			Camelot	CALIBURN CT	GARETH DR	CUL DE SAC	Conc C & G	523.45
			Camelot	CAMELOT DR	GARETH DR	AGRAVAINE CT	Conc C & G	551.95
			Camelot	CAMELOT DR	LANCELOT DR	GARETH DR	Conc C & G	844.92
			Camelot	CAMELOT DR	CORNWALL DR	LANCELOT DR	Conc C & G	421.98
			Camelot	CAMELOT DR	LEGEND CT	CORNWALL DR	Conc C & G	207.40
			Camelot	CAMELOT DR	TOWER HILL CT	LEGEND CT	Conc C & G	378.09
			Camelot	CAMELOT DR	GRAIL CASTLE CT	TOWER HILL CT	Conc C & G	413.31
			Camelot	CAMELOT DR	ENCHANTED DR	GRAIL CASTLE CT	Conc C & G	252.82
			Camelot	CAMELOT DR	INDEPENDENCE RD	ENCHANTED DR	Conc C & G	228.74
			Camelot	CAMELOT DR	AGRAVAINE CT	CUL DE SAC	Conc C & G	966.08
			Camelot	CORNWALL DR	CAMELOT DR	LANCELOT DR	Conc C & G	966.05
			Camelot	ENCHANTED CT	CAMELOT DR	CUL DE SAC	Conc C & G	1,037.77
			Camelot	ENCHANTED DR	GALAHAD DR	MERLIN DR	Conc C & G	690.10
			Camelot	ENCHANTED DR	MERLIN DR	CAMELOT DR	Conc C & G	513.42
			Camelot	GALAHAD CT	GALAHAD DR	CUL DE SAC	Conc C & G	421.41
			Camelot	GALAHAD DR	ENCHANTED DR	GALAHAD CT	Conc C & G	211.45
			Camelot	GALAHAD DR	GALAHAD CT	CUL DE SAC	Conc C & G	1,087.53
			Camelot	GARETH DR	INDEPENDENCE RD	ENCHANTED DR	Conc C & G	183.46
			Camelot	GRAIL CASTLE CT	CAMELOT DR	CALIBURN CT	Conc C & G	915.32
			Camelot	GUINEVERE CT	CAMELOT DR	CUL DE SAC	Conc C & G	382.28
			Camelot	GUINEVERE DR	GUINEVERE DR	CUL DE SAC	Conc C & G	373.87
			Camelot	GUINEVERE DR	GUINEVERE CT	GUINEVERE CT	Conc C & G	791.09
			Camelot	LANCELOT DR	CAMELOT DR	CUL DE SAC	Conc C & G	753.20
			Camelot	LANCELOT DR	CORNWALL DR	CORNWALL DR	Conc C & G	434.99
			Camelot	LEGEND CT	CORNWALL DR	CUL DE SAC	Conc C & G	1,857.38
			Camelot	MERLIN DR	CAMELOT DR	CUL DE SAC	Conc C & G	702.76
			Camelot	MERLIN DR	ENCHANTED DR	PERCEVAL DR	Conc C & G	755.07
			Camelot	PERCEVAL DR	PERCEVAL DR	CUL DE SAC	Conc C & G	457.17
			Camelot	TOWER HILL CT	MERLIN DR	CUL DE SAC	Conc C & G	1,464.00
			Camelot	WIZARD CT	CAMELOT DR	CUL DE SAC	Conc C & G	807.05
			Cedar Glen	CEDAR CREST CT	GARETH DR	CUL DE SAC	Conc C & G	521.05
			Cedar Glen	CEDAR GLEN CT	CEDAR GLEN DR	CUL DE SAC	Conc C & G	830.26
			Cedar Glen	CEDAR GLEN DR	CEDAR CREST CT	CUL DE SAC	Conc C & G	468.41
			Cedar Glen	CEDAR GLEN DR	CEDAR KNOLL CT	CEDAR GLEN CT	Conc C & G	626.29
			Cedar Glen	CEDAR GLEN DR	CEDAR RIDGE CT	CEDAR CREST CT	Conc C & G	345.64
			Cedar Glen	CEDAR GLEN DR	CEDAR RIDGE CT	CEDAR KNOLL CT	Conc C & G	335.06
			Cedar Glen	CEDAR GLEN DR	CEDAR GLEN CT	CEDAR RIDGE CT	Conc C & G	306.57
			Cedar Glen	CEDAR KNOLL CT	CEDAR GLEN DR	MODDOT JURISDICTION	Conc C & G	405.59
			Cedar Glen	CEDAR RIDGE CT	CEDAR GLEN DR	CUL DE SAC	Conc C & G	396.58
			Cedar Glen	CEDAR TREE DR	HEMMINGWAY LN	CUL DE SAC	Conc C & G	609.28
			Chapter One	HEMMINGWAY LN	HEMMINGWAY LN	DEAD END STREET	Conc C & G	205.59
			Chapter One	HEMMINGWAY CT	KIPLING WAY	HEMMINGWAY CT	Conc C & G	1,753.10
			Chapter One	HEMMINGWAY LN	HEMMINGWAY LN	CUL DE SAC	Conc C & G	354.74
			Chapter One	HEMMINGWAY LN	CEDAR TREE DR	HEMMINGWAY CT	Conc C & G	135.14

Attachment B, 2023 St. Charles County Highway and City Maintenance Agreements

Snow Plow	General Malint.	Type Mowing with Trash Pickup	Subdivision Name	Street Name	From Location	To Location	Road Type	Length
Yes or No	Yes or No	A - Arterial (2/Month) R - Rural (2/year) None - Subdivision						
			Crosshaven at Whitmore	CROSSHAVEN DR	CROSSHAVEN CT	PRIVATE DRIVE	Conc C & G	635.33
			Crosshaven at Whitmore	CROSSHAVEN DR	PITMAN HILL RD	CROSSHAVEN CT	Conc C & G	508.53
			Crosshaven Est	CROSSHAVEN CT	CROSSHAVEN DR	CUL DE SAC	Conc C & G	1,125.81
			Ehlmann Farms Subdivision	EHLMANN FARMS DR	SAMMELMAN RD	CUL DE SAC	Conc C & G	509.84
			Est at Westchester Farm	CANTERFIELD CT	WESTCHESTER MEADOW DR	WESTCHESTER MEADOW DR (LOOP)	Conc C & G	339.03
			Est at Westchester Farm	CANTERFIELD CT	WESTCHESTER MEADOW DR	CUL DE SAC	Conc C & G	1,102.68
			Est at Westchester Farm	CHADDS FORD CT	WESTCHESTER FARM DR	CUL DE SAC	Conc C & G	358.44
			Est at Westchester Farm	HOFFMAN FORD CT	WESTCHESTER FARM DR	CUL DE SAC	Conc C & G	427.41
			Est at Westchester Farm	WESTCHESTER FARM DR	WHITE HORSE CT	HOFFMAN FORD CT	Conc C & G	508.95
			Est at Westchester Farm	WESTCHESTER FARM DR	WESTCHESTER MEADOW DR	WHITE HORSE CT	Conc C & G	468.91
			Est at Westchester Farm	WESTCHESTER FARM DR	INDEPENDENCE RD	WESTCHESTER MEADOW DR	Conc C & G	273.62
			Est at Westchester Farm	WESTCHESTER FARM DR	HOFFMAN FORD CT	WESTCHESTER MEADOW DR	Conc C & G	545.02
			Est at Westchester Farm	WESTCHESTER MEADOW DR	CANTERFIELD CT	WESTCHESTER FARM DR	Conc C & G	446.58
			Est at Westchester Farm	WESTCHESTER MEADOW DR	CANTERFIELD CT	CANTERFIELD CT (LOOP)	Conc C & G	1,127.71
			Est at Westchester Farm	WESTCHESTER MEADOW DR	WESTCHESTER FARM DR	DEAD END STREET	Conc C & G	365.45
			Est at Westchester Farm	WESTCHESTER MEADOW DR	WESTCHESTER FARM DR	DEAD END STREET	Conc C & G	1,080.81
			Est at Westchester Farm	WHITE HORSE CT	WESTCHESTER FARM DR	DEAD END STREET	Conc C & G	293.05
			Grey Oaks	GREY OAKS DR	WOLFRUM RD	CUL DE SAC	Conc C & G	702.37
			Huber Commercial Pk	HUBER PARK CT	HWY 94	CUL DE SAC	Conc C & G	945.77
			Hunters Green Est	MERGENTHAL CT	WELDON SPRING PKWY	CUL DE SAC	Conc C & G	945.77
			Manors at Lucerne	LUCERNE MANOR DR	LUCERNE PL	CUL DE SAC	Conc C & G	1,889.74
			Manors at Lucerne	LUCERNE PL	LUCERNE MANOR DR	SAMMELMAN RD	Conc C & G	690.04
			Manors at Lucerne	LUCERNE PL	LUCERNE MANOR DR	CUL DE SAC	Conc C & G	630.47
			None	CENTERPOINTE HOSPITAL DR	KABETH PL	LUCERNE MANOR DR	Conc C & G	490.63
			None	SIEDENTOP RD	HWY 94	WELDON SPRING PKWY	Conc C & G	225.38
			None	SIEDENTOP RD	VOGT DR (W)	HEMMINGWAY LN	Conc C & G	564.52
			None	SIEDENTOP RD	VOGT DR (N)	VOGT DR (W)	Conc C & G	924.37
			None	SIEDENTOP RD	WELDON SPRING RD	MODOT JURISDICTION	Conc C & G	972.58
			None	SOUTH BREEZE LN	HEMMINGWAY LN	BREEZE PARK DR	Conc C & G	135.07
			None	SOUTH BREEZE LN	WESTFIELD PKWY	WESTFIELD PKWY	Conc C & G	519.84
			None	SOUTH BREEZE LN	MODOT JURISDICTION	WESTFIELD PKWY	Conc C & G	432.85
			None	WELDON SPRING PKWY	BREEZE PARK DR	DEAD END STREET	Conc C & G	70.89
			None	WELDON SPRING PKWY	CEDAR GLEN DR	MERGENTHAL CT	Conc C & G	332.56
			None	WELDON SPRING PKWY	WELDON SPRING PKWY	FUTURE EXTENSION	Conc C & G	298.76
			None	WELDON SPRING PKWY	CENTERPOINTE HOSPITAL DR	MERGENTHAL CT	Conc C & G	1,876.11
			Ozark Meadows	OZARK MEADOWS DR	OZARK WAY	CUL DE SAC	Conc C & G	579.09
			Renaissance Pl	KABETH PL	RENAISSANCE PL	LUCERNE PL	Conc C & G	83.06
			Southbrook Forest	SOUTHBROOK FOREST CT	INDEPENDENCE RD	CUL DE SAC	Conc C & G	1,360.43
			The Highlands	ROSEMOUNT DR	DOWNFIELD DR	BOTHWELL DR	Conc C & G	759.93
			The Highlands #1	BOTHWELL DR	ROSEMOUNT DR	NORTH PL OF #5153 ROSEMOUNT DR	Conc C & G	265.99
			The Highlands #1	CLYDEBANK DR	ROSEMOUNT DR	CUL DE SAC	Conc C & G	456.81
			The Highlands #1	DOWNFIELD DR	ROSEMOUNT DR	CUL DE SAC	Conc C & G	438.24
			The Highlands #1	HILTON PARK DR	ROSEMOUNT DR	NORTH PL OF #700 HILTON PARK DR	Conc C & G	267.07
			The Highlands #1	ROSEMOUNT DR	HILTON PARK DR	EAST PL OF #700 HILTON PARK DR	Conc C & G	180.38
			The Highlands #1	ROSEMOUNT DR	CLYDEBANK DR	HILTON PARK DR	Conc C & G	183.18
			The Highlands #1	ROSEMOUNT DR	BOTHWELL DR	CLYDEBANK DR	Conc C & G	369.18
			The Highlands #1	ROSEMOUNT DR	ROSEMOUNT DR (LOOP)	DOWNFIELD DR	Conc C & G	439.42
			The Highlands #1	ROSEMOUNT DR	AST PL OF #5191 ROSEMOUNT D	ROSEMOUNT DR (LOOP)	Conc C & G	358.79
			The Highlands #1	ROSEMOUNT DR	WOLFRUM RD	ROSEMOUNT DR (LOOP)	Conc C & G	282.16
			The Highlands #3	ROSEMOUNT DR	EAST PL OF #700 HILTON PARK DR	EAST PL OF #5191 ROSEMOUNT DR	Conc C & G	1,667.64
			The Highlands #4	BALMOOR CT	SHETLAND DR	CUL DE SAC	Conc C & G	308.30
			The Highlands #4	BLAIRBETH DR	SHETLAND DR	EAST PL OF #734 BLAIRBETH DR	Conc C & G	1,044.73

Snow Plow Yes or No	General Malint. Yes or No	Type Mowing with Trash Pickup A - Arterial (2/Month) R - Rural (2/year) None - Subdivision	Subdivision Name	Street Name	From Location	To Location	Road Type	Length
			The Highlands #4	BOTHWELL DR		CUL DE SAC	Conc C & G	509.33
			The Highlands #4	SHETLAND DR	BALMOOR CT	BLAIRBETH DR	Conc C & G	696.96
			The Highlands #4	SHETLAND DR	WOLFUM RD	BALMOOR CT	Conc C & G	153.49
			The Highlands #4	SHETLAND DR	BLAIRBETH DR	CUL DE SAC	Conc C & G	285.50
			Tudors Trace	TUDORS TRACE CT			Conc C & G	306.59
			Weldon Spring Ctr	CEDAR GLEN DR	MODOT JURISDICTION	MERGENTHAL CT	Conc C & G	381.71
			Weldon Spring Ctr	WELDON SPRING PKWY	CEDAR GLEN DR	SIEDENTOP RD	Conc C & G	1,338.27
			Willow Lake	WILLOW LAKE CT	WOLFUM RD	CUL DE SAC	Conc C & G	1,453.25
			Wrenwyck Pl	CHARING CROSS CT	WRENWYCK PL	CUL DE SAC	Conc C & G	301.44
			Wrenwyck Pl	DUNBARTON DR	HENNSLEY CIR	HENNSLEY CIR (LOOP)	Conc C & G	617.77
			Wrenwyck Pl	DUNBARTON DR	WRENWYCK PL	HENNSLEY CIR	Conc C & G	179.65
			Wrenwyck Pl	DUNBARTON DR	GRINNELL CT	WRENWYCK PL	Conc C & G	270.18
			Wrenwyck Pl	DUNBARTON DR	WESTWOOD DR	GRINNELL CT	Conc C & G	419.87
			Wrenwyck Pl	DUNBARTON DR	HENNSLEY CIR	HENNSLEY CIR (LOOP)	Conc C & G	509.33
			Wrenwyck Pl	E HENNSLEY CT	HENNSLEY CIR	CUL DE SAC	Conc C & G	300.14
			Wrenwyck Pl	GRINNELL CT	DUNBARTON DR	CUL DE SAC	Conc C & G	810.64
			Wrenwyck Pl	HALIFAX BEND CT	WRENWYCK PL	CUL DE SAC	Conc C & G	546.48
			Wrenwyck Pl	HENNSLEY CIR	DUNBARTON DR	HENNSLEY CIRCLE CT	Conc C & G	1,369.08
			Wrenwyck Pl	HENNSLEY CIR	DUNBARTON DR	DUNBARTON DR	Conc C & G	435.09
			Wrenwyck Pl	HENNSLEY CIR	E HENNSLEY CT	DUNBARTON DR	Conc C & G	836.03
			Wrenwyck Pl	HENNSLEY CIR	DUNBARTON DR	E HENNSLEY CT	Conc C & G	473.47
			Wrenwyck Pl	HENNSLEY CIRCLE CT	HENNSLEY CIR	CUL DE SAC	Conc C & G	337.90
			Wrenwyck Pl	WRENWYCK PL	WRENWYCK PLACE CT	HALIFAX BEND CT	Conc C & G	817.26
			Wrenwyck Pl	WRENWYCK PL	HALIFAX BEND CT	CHARING CROSS CT	Conc C & G	330.59
			Wrenwyck Pl	WRENWYCK PL	DUNBARTON DR	CHARING CROSS CT	Conc C & G	502.57
			Wrenwyck Pl	WRENWYCK PL	CHARING CROSS CT	WRENWYCK PLACE CT	Conc C & G	1,581.62
			Wrenwyck Pl	WRENWYCK PLACE CT	WRENWYCK PL	CUL DE SAC	Conc C & G	310.29

Concrete Miles: 14.29

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

*AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WELDON SPRING, MISSOURI, TO EXECUTE AN AGREEMENT WITH ST. CHARLES COUNTY FOR CERTAIN LAW ENFORCEMENT SERVICES, INCLUDING PATROL SERVICES AND ENFORCEMENT OF CERTAIN MUNICIPAL ORDINANCES RELATED TO POLICE SERVICES AND MATTERS RELATING THERETO*

\*\*\*\*\*

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING MISSOURI, AS FOLLOWS:**

**SECTION 1:** That Section 70.220 of the Revised Statutes of Missouri allows for municipal corporations to enter into agreements for the provision of services with other political subdivisions.

**SECTION 2:** That the Board of Aldermen of the City of Weldon Spring, Missouri, hereby authorize the Mayor to execute an agreement for intergovernmental law enforcement services with St. Charles County, a copy of which is attached hereto as "Exhibit A" and is incorporated by reference herein.

**SECTION 3:** The vote of the aforesaid being deemed an emergency by the Board of Alderman, the Board does hereby waive and dispense with the tabling procedure set forth in City Code, Section 110.070 (A)(3) and does hereby authorize the reading of the above bill twice at the meeting, and a vote thereon immediately following said reading.

**SECTION 4:** That this Ordinance shall be in full force and effect upon its enactment and approval.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.*

\_\_\_\_\_  
Donald D. Lickliger, Mayor

Attest:

\_\_\_\_\_  
William C. Hanks, City Clerk

**INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES  
AGREEMENT BETWEEN ST. CHARLES COUNTY  
AND THE CITY OF WELDON SPRING**

This contract (hereinafter “Agreement”) is by and between St. Charles County, Missouri (hereinafter “County”) and the City of Weldon Spring, Missouri (hereinafter “Municipality”), which parties enter into this three-year Agreement establishing the St. Charles County Police Department as the law enforcement authority for the Municipality. This Agreement is effective on the date of execution of the last signatory to this contract.

In consideration of the covenants, conditions, and provisions set out in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and the Municipality reach the following agreement for their mutual benefit:

Section I: Definitions

In addition to the terms previously or subsequently defined, the following terms used herein shall be and have the following meanings when used in this Agreement:

- A. CITY CODE: Most recently published Code of the City of Weldon Spring, as amended from time to time.
- B. CITY HALL: Shall mean the building designated as the City Hall of the City of Weldon Spring, Missouri located at 5401 Independence Rd., Weldon Spring, Missouri 63304.
- C. CONTRACT YEAR: Shall mean either, Year One (2023), Year Two (2024) or Year Three (2025) of the Agreement as those terms are defined in this Section.
- D. DEPARTMENT: Shall mean the St. Charles County Police Department, which is responsible for the provision of services under this contract to the Municipality.

- E. MERIT SYSTEM: The system established in Chapter 115 of the Ordinances of St. Charles County, Missouri pursuant to the authority of Article VII of the Charter of the County of St. Charles, Missouri.
- F. SUPPORT SERVICES: Shall mean law enforcement detectives, forensic science and laboratory services, dispatching services and special operations services, such as canine, bomb disposal and tactical response team (SWAT) services, as well as administrative services such as vehicle maintenance and repair.
- G. YEAR ONE: Shall mean the term of January 1, 2023 to December 31, 2023.
- H. YEAR TWO: Shall mean the term of January 1, 2024 to December 31, 2024.
- I. YEAR THREE: Shall mean the term of January 1, 2025 to December 31, 2025.

## Section II

County and Municipality have agreed that County will provide Police Officers during certain mutually agreed upon times to act in the role of Municipality's law enforcement presence within the Municipality's corporate limits, with the understanding that the Officers are subject to the chain of command and institutional policies of St. Charles County and its Police Department. This Agreement thus provides for the presence in the Municipality of certain Police Department personnel. While the Agreement currently contemplates that Municipality and County have agreed upon Police Officers, to be present within the municipality or engaged in law enforcement work on behalf of the municipality for a specific number of hours daily, Municipality has provided County with notice that as Municipal resources increase, Municipality may wish to increase the Police Department personnel on duty within Municipality, either in numbers or by increasing the times when Police Department personnel are present in Municipality in the manner provided in Section V subsection D of the Agreement.



When Police Officers are not present within the Municipality's corporate limits, County will respond to emergency calls from the citizens of Weldon Spring for service originating within the corporate limits of Municipality within the priority of all calls for service for the County.

Nothing in this Agreement shall relieve Municipality of its financial obligation to the St. Charles County Department of Corrections for jail usage for municipal ordinance violations.

The responsibilities and obligations of the parties are set out in further detail below.

### Section III: General Terms

#### **A. Obligations of the County:**

The County agrees to perform the following services and acts:

1. The St. Charles County Police Department will provide municipal law enforcement patrol and crime response services to Municipality for **seventy (70) hours per week (usually ten (10) hours per day)**. Said patrol and crime response services may include "Golf cart patrols" or alternative modes (bicycle, walking, etc.) of patrol in neighborhoods and during special events, motorcycle patrols, and traffic enforcement units operating within the corporate limits of Municipality.
2. Patrol Services shall be in a St. Charles County patrol vehicle with Police Department markings, carrying the designation "City of Weldon Spring" on the driver and passenger front quarter panel of the vehicle. Said vehicle shall be capable of being monitored remotely through GPS tracking.
3. Patrol and response services shall be delivered in the first instance by Police Officers assigned ten (10) hours each day, seven days a week, such time is projected to be split across the day (6:15 a.m. to 6:15 p.m.) and evening (6:15 p.m. to 6:15 a.m.) shift of each day, seven days per week but always as determined by the County Police Department after consultation from

Municipality and subject to any increase in Police Department personnel on duty within the Municipality, either in numbers or by increasing the times when Police Department personnel are present in the Municipality in the manner provided in Section V. subsection D of this Agreement.

4. Back-up and support of the Police Department shall be available to that Police Officer in the same manner as to all Police Officers in the Police Department, including but not limited to, Support Services.

5. While Police Officers are on duty and present in the Municipality, they shall operate within the Police Department's normal call response policy. This policy requires that they respond to certain calls as back-up officers, and those calls may be outside Municipality's corporate limits. If there are other Officers available and within reasonable response time, other Police Officers will be called first for back-up. Likewise, all Police Officers on duty will be available as back-up to Police Officers operating in Municipality.

6. As part of Support Services, the St. Charles County Emergency Communications Department will provide law enforcement dispatching services, normally contracted for by municipal police departments as a separate service, such dispatching services to include:

- a. Dispatching of officers to 9-1-1 calls;
- b. Dispatching of officers to calls received from seven-digit dialing;
- c. Regional Justice Information Systems (REJIS) transactions;
- d. Missouri Uniform Law Enforcement System (MULES) transactions;
- e. Status checks;
- f. Criminal history checks;
- g. Dispatching service calls (non-emergency); and
- h. Other dispatching services as may be required from time to time.
- i. Integration of "Flock Camera" system for monitoring and notification to law enforcement officials.

7. Police Officers will write violations of the law, making reference to violations of existing Ordinances of the City of Weldon Spring, and if no such ordinance or State law exists, then to County ordinance, where applicable. At no time will Police Officers enforce private subdivision

covenants. County shall provide a protocols manual for Municipality, and likewise Municipality shall be responsible for providing to County copies of Municipal Ordinance books and sufficient Summons books throughout the year for the assigned Police Officers, and such additional Police Officers who will provide coverage on the assigned officers' training days and days off. Police Officers shall be available to testify as necessary in Weldon Spring Municipal court.

8. The St. Charles County Department of Emergency Communications will provide law enforcement warrant entries and maintenance of Municipality's warrant file and copies of reports on arrests on a schedule agreed to between the Chief of Police and Municipality. The St. Charles County Police Department will create and maintain records concerning the performance of these services in the same manner as it creates and maintains records for St. Charles County. So long as St. Charles County Police Officers are contracted for as the exclusive principal municipal patrol and response officers for the Municipality, there will be no additional cost for the items listed in Section III, subsection A.6 of the Agreement.

9. As between the parties hereto, the Municipality is not responsible for defense of claims against the Police Department or County or personnel providing services under this Agreement, and insofar as either party is legally responsible for such defense, it is the County. St. Charles County will provide legal representation, defense, and indemnification of its Police Officers as set forth in Chapter 105 of the Ordinances of St. Charles County, Missouri, and other services provided pursuant to this Agreement. This provision shall not be understood as waiving the sovereign immunity by either party for conduct which the other party is responsible by law. This provision is not for the benefit of personnel or any other third party.

10. The Police Department shall provide all necessary training to such Police Officers and other officers, including hand-gun and rifle practice and qualification days, Peace Officer

Standards and Training continuing educations hours required for a law enforcement officer to maintain his/her license and/or certifications required by law, and twelve (12) weeks of field training if necessary.

11. The Police Department shall have the right and duty of the day-to-day operation of the law enforcement patrol and response services and Municipality shall have no right to direct such operations. Municipality shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Officers or other Police Department personnel directly. The County does not relinquish any of its otherwise existing control or ability to monitor, supervise, or discipline its employees by virtue of entering into this Agreement. Each officer or employee who may perform services as a result of this Agreement still must adhere to the established orders, policies and procedures of the County.

12. Municipal violations of City of Weldon Spring ordinances shall be written to City of Weldon Spring Municipal Court. The Municipality and County agree that during times when officers assigned to the Municipality are dispatched outside the Municipality, the time outside the Municipality will be restored on that shift or on another shift. The County will promptly notify the Municipality of extraordinary incidents, or accidents involving serious injury or death.

13. The Police Department shall provide Municipality with law enforcement activity and crime reporting and statistical analysis. This will involve the segregation of Municipality's law enforcement activity and crime data, trends, and statistics, and monthly reports to the Municipality highlighting any such criminal activities or trends. A representative of the Police Department shall be available to attend meetings of the governing body of the Municipality on a quarterly basis to provide brief summary and analysis of the activities and crime reports. The Chief of Police may

invite elected officials of the Municipality and/or members of the community to tour St. Charles County police facilities, and meet with police personnel annually.

14. The Police Department shall provide Municipality with a quarterly article for the Municipality's newsletter and/or social media, including tips, trends, etc. unique or pertinent to the community. Further, the Police Department shall provide a profile of the police officer(s) assigned to perform patrol services to the Municipality for inclusion in said newsletter and/or social media.

15. The Police Department shall coordinate with the Municipality to develop a mutually agreed upon list of public festivals and/or special events and ensure that a representative of the Police Department is available to attend. Further, the Police Department shall, upon request by the Municipality and upon reasonable notice, make available a representative of the Police Department to attend subdivision Homeowners' Association meetings.

16. So long as St. Charles County Police Officers are contracted for as the exclusive principal municipal patrol and response officers for the Municipality, the County shall, by agreement with the school district, provide a dedicated School Resource Officer to public schools within the Municipality without any additional cost to the Municipality.

**B. Obligations of the Municipality:**

The Municipality shall:

1. Agree that the Mayor of Municipality or his/her designee shall be available to meet at least quarterly with the Chief of Police or his designee, or as needed.
2. Agree that the Police Department shall have the right and duty of the day-to-day operation of law enforcement patrol and response and Municipality shall have no right to direct law enforcement operations.

3. Agree that the City Administrator of the Municipality, or the Mayor in his absence, shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Department staff or Police Officers directly. The Chief of Police's designee is the Shift Supervisor unless written notice is provided otherwise by the Chief of Police to the Municipality.

4. Provide copies of Municipality's ordinances and sufficient summons books throughout the year for the assigned Police Officers.

5. Provide a designated area at City Hall for Police Officers to use to complete reports, make follow-up calls, and complete other tasks ancillary to their work in Municipality.

6. As provided in Addendum to Police Services Contract attached to and incorporated in this Agreement, protect from interference any microwave paths of the St. Charles County Digital P25 Land Mobile Radio Microwave System, if those paths are within Municipality's jurisdiction.

C. All law enforcement services and Support Services shall be according to Police Department protocols, which shall be available in written form to Municipality, upon request.

#### Section IV: Limitations

A. This Agreement is not assignable by either party. The rights and privileges created and granted by this Agreement to provide the Law Enforcement Services are to be exercised solely by County and Municipality.

B. Municipality has no authority to bind or obligate County without prior written approval of County.

Section V: Term of the Contract and Fees

A. County and Municipality enter into this Agreement for a term covering the period of January 1, 2023 through December 31, 2025. County will begin services only upon payment of the amount for 2023.

B. County and Municipality have reached agreement and understand that the Agreement calls for County to employ two (2) Officers and dedicate such personnel to Municipality. In that the Agreement thus binds the County to the hiring and retention of additional Merit System personnel, the Agreement is intended to be ongoing. Municipality therefore agrees that at all times it is, and intends to be, responsible for the cost of those personnel during the entire term of any fiscal year in which County has entered into performance. To that end, Municipality agrees that should it cancel the Agreement during any year, County shall retain the remainder of that year's contract amount as liquidated damages for that year. If cancellation occurs on or before December 1, the contract shall be null and void for the remaining fiscal years and no amount shall be due and owing in the remaining fiscal year(s). However, if Municipality has already paid the amount due as required herein, County shall retain the remainder of that year's contract amount as liquidated damages, and if Municipality has failed to pay the amount in full by December 31st of the previous year as called for by the contract, such amount shall be deducted from any prepayment to County and Municipality shall be liable for any unpaid amount. However, should the County cancel the Agreement during any year, the County shall refund any unused portion of that year's contract amount back to the Municipality on a pro-rated basis to the nearest full-month.

C. Municipality agrees to pay **\$270,110.00 per annum for continuous law enforcement services for ten (10) hours of patrol per day, seven days per week for Year One of the Agreement, such services requiring two (2) Police Officers** and the acquisition of capital

equipment, all as more fully set out in **EXHIBIT 1**. The Municipality agrees to pay the actual cost of law enforcement services for **ten (10) hours of patrol per day, seven days per week for Year Two and Year Three, estimated to be \$236,970.00 per annum for Year Two and \$243,231.00 for Year Three** of the Agreement; however, County and Municipality agree that this number is an estimate and Municipality will pay no more nor less than the County's actual cost. The County agrees that the annual payment amount will be billed quarterly with the last invoice being billed by December 1 of the year preceding each contract year and that the Municipality shall pay the amount due 30 days following each quarterly billing period with the annual payment amount being paid in full by December 31st of the year preceding each contract year.

D. The County agrees that for so long as the County Police Department serves as the exclusive law enforcement patrol and response service for the Municipality of Weldon Spring, County will waive the fees associated with the services described in Section III subsections A.6, 8 and 16 of the Agreement.

E. **Legal Contingencies.** The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel, equipment, and materials and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums to the Agreement upon the Municipality giving prior written notice to County and the Police Department at least thirty (30) days before November 1 of the calendar year preceding the Contract Year to be amended, and upon the consent of County and the Police Department as to the proposed amended terms. The Police Department shall be the entity to provide such increased level of services if agreed upon. The costs of such service shall be determined in the same manner as the costs set forth in **EXHIBIT 1**.



## Section VI: Termination

- A. This Agreement shall be in effect for a term covering the period of January 1, 2023 through December 31, 2025, unless terminated in accordance with the terms hereof. Both Municipality and County enter into the Agreement with the expectation that the Agreement will be renewed after this third three (3) year term, however nothing in this Agreement binds the parties to a longer term.
- B. This Agreement may be terminated without cause by County or Municipality at any time by giving ninety (90) days prior written notice to the other party at the address shown on the signature page in Section VII, subject however, to the liquidated damages set forth in Section V.B. In the event that County cancels the Agreement, no liquidated damages shall be assessed against the Municipality, and the County will refund any unused portion of that year's contract amount back to the Municipality on a pro-rated basis to the nearest full-month.
- C. In the event Municipality fails to pay the annual fee within sixty (60) days of the date of billing, Municipality shall be considered in breach and the County may terminate this Agreement for cause on ten (10) days' written notice and make demand for its liquidated damages.
- D. Notwithstanding any other provision of the Agreement to the contrary, if County provides notice to Municipality that the cost of the Agreement for Year Two or Year Three are to exceed the estimated costs as provided in Section V, subsection C, of the Agreement by more or equal to three percent (3%) of the estimated cost for that respective Contract Year, Municipality may terminate the Agreement within sixty (60) days of receipt of said notice but not later than December 15th of the calendar year next preceding the Contract Year to which the notice applies, whichever is later. County shall provide the notice of costs by November 1 of the preceding year. Should Municipality elect to terminate the Agreement pursuant to this Section within the time provided, then no amount shall be due and owing to the County, including but not necessarily

limited to any amounts or liquidated damages that would have otherwise been owed to the County pursuant to Section V, subsection B.

Section VII: Notices

Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by delivering same to the party to receive notice either by one or more of the following methods: hand delivery, e-mail or facsimile transmission, or certified or registered United States mail, return receipt requested. All notices shall be delivered, transmitted by e-mail or fax or mailed pursuant to the following instructions:

If to County:

County Executive Steve Ehlmann  
Executive Office Building  
100 North Third Street, Suite 318  
St. Charles, Missouri 63301  
E-mail: Executive@sccmo.org

with copies to:

Chief of Police  
101 Sheriff Dierker Court O'Fallon, MO 63366  
E-mail: Chief@sccmo.org

and

County Counselor  
Executive Office Building  
100 North Third Street, Suite 216  
St. Charles, Missouri 63301  
E-mail: Counselor@sccmo.org

If to Municipality:

Mayor  
City of Weldon Spring  
5401 Independence Road  
Weldon Spring, Missouri 63304  
Facsimile number: (636) 441-8495

Notice served by e-mail, facsimile, or personal delivery shall be deemed delivered and received upon actual receipt which in the case of service by facsimile transmission may be proved by reference to the sender's printed facsimile transmission report, verified by affidavit of the operator, and in the case of personal delivery by the affidavit of the person or representative of the company effecting delivery. Notice of service by mail shall be deemed delivered on the second day following deposit of the notice in the United States Postal Service system as reflected on the certified or registered mail receipt.

ADDENDUM TO POLICE SERVICES CONTRACT

Microwave Path Protection. The parties to this Agreement as well as all Participating Jurisdictions in a certain 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 in or after October 2013 (“Radio Microwave Agreement”) have a common interest in protecting that Radio Microwave System’s microwave transmission paths from interference. To that end, each party to this Agreement shall:

- A. Ensure, if and when it erects facilities of its own, that those facilities shall not interfere with microwave paths employed by the System; and
- B. To the extent permitted by law and subject to it not constituting a taking under Article I, Section 26 of the Missouri Constitution or the Fifth Amendment to the Constitution of the United States of America:
  - 1. Adopt:
    - a. An ordinance, order or other regulation substantially similar to Chapter 416, Ordinances of St. Charles County, Missouri (“OSCCMo”), “Noninterference with St. Charles County’s Emergency Microwave Communications System,” for the purpose of; and/or
    - b. Such other building and/or zoning regulations, procedures and/or policies pursuant to applicable law that are reasonably calculated to protect the System’s microwave transmission paths from interference by tall structures; and
  - 2. Upon receiving any application for a permit or other approval to erect a structure at least eighty (80) feet in height (unless applicable zoning regulations provide for a lower height) beneath a known microwave transmission path of the System as mapped on the County’s GIS

mapping system at the time of the submission of any such application, refer that application to the Emergency Communications System Manager of St. Charles County (“System Manager”) for a written determination of detrimental impact or no detrimental impact upon any microwave path of the System due to the proposed structure, with the preliminary and final findings of detrimental impact or no detrimental impact by the County’s System Manager following the procedures set forth in Chapter 416, OSCCMo, such Chapter 416, OSCCMO, being incorporated by reference as though fully set forth herein; provided however, for any application for permit or approval referred by the Participating Jurisdiction, should the System Manager fail to provide findings of detrimental impact or no detrimental impact within ninety (90) days of submittal of such application to the System Manager by the Participating Jurisdiction, then the Participating Jurisdiction may deem such failure as a finding of no detrimental impact; and

3. Make reasonable efforts to negotiate with a permit applicant for the mitigation of any finding of detrimental impact upon a microwave path of the System due to the applicant’s proposed structure, in which negotiations:

a. The party shall secure County’s access to any System Infrastructure (as defined in the above mentioned Radio Microwave Agreement) to be constructed, installed and dedicated or conveyed to County; and

b. Municipality and County by and through its System Manager shall consult and cooperate with one another to ensure mitigation of any detrimental impact identified pursuant to Section B.2 of this Addendum.

*[Remainder of page left intentionally blank]*

WHEREFORE, the parties hereto have executed this Agreement and Addendum, with the effective date of the day and year last written below.

CITY OF WELDON SPRING, MISSOURI

ST. CHARLES COUNTY, MISSOURI

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Steve Ehlmann, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

RECOMMENDED BY:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Kurt Frisz, Chief of Police

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Brenda Hinton, County Registrar



# CITY OF WELDON SPRING

5401 Independence Road  
Weldon Spring, MO 63304  
phone: (636) 441-2110  
fax: (636) 441-8495  
[www.weldonspring.org](http://www.weldonspring.org)

## MEMORANDUM

To: Mayor & Board of Aldermen Date: November 4, 2022  
From: William C. Hanks (City Clerk)  
Subject: Amending Chapter 125 Municipal Codes to Mirror City of O'Fallon Court Costs  
Cc: Laura Brown, Court Administrator

With the passage of Ordinance 22-08, the City of Weldon Spring began the transition process to contract municipal court operation services with the City of O'Fallon. During the transition period, the City is required to pass an Ordinance that mirrors the court cost structure of O'Fallon Municipal Court and clean up some discrepancies in our municipal codes due to this contract.

There are two charges to court costs that need to be changed before the transition period is completed. The first change is adding a two-dollar (\$2.00) surcharge per case for the purpose of providing operating expenses for shelters for battered persons. The second change is adding a two-dollar (\$2.00) surcharge, which will be collected and deposited into the Inmate Security Fund. Both surcharges are authorized charges as defined under the Revised Missouri State Statutes.

Under the new service agreement with the City of O'Fallon and following adoption of the amending bill, there will be sections of Chapter 125 that will not be applicable so long as Weldon Spring is under contract with the City of O'Fallon for municipal court operation services. Instead of repealing/deleting these sections of our municipal code, the draft bill cleans up the language, provides clarification as to the applicability of certain sections to avoid future confusion or conflict later.

Upon approval of the draft bill, the effective date is January 1, 2023, or the date in which the transition period is completed with the O'Fallon Municipal Court if later.

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

AN ORDINANCE AMENDING CERTAINS SECTIONS (125.010, 125.030, & 125.320), AS WELL AS ARTICLE II & ARTICLE IV IN CHAPTER 125, WHICH IS TITLED MUNICIPAL COURT, OF THE CITY OF WELDON SPRING, MISSOURI, MUNICIPAL CODE

\*\*\*\*\*

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes municipalities to contract and cooperate with each other for common service, such as municipal courts; and

WHEREAS, the City of Weldon Spring, with the passage of Ordinance 22-08 on July 28, 2022, agreed to contract municipal court service with the City of O’Fallon; and

WHEREAS, certain amendments to Chapter 125 of the municipal code is necessary during the transitional period.

WHEREAS, the Municipal Court Services Contract between the City of Weldon Spring and City of O’Fallon begins on January 1, 2023.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI AS FOLLOWS:**

**SECTION 1:** That Section 125.010 of the Municipal Code is hereby amended as follows (added text is shown in boldface type):

Section 125.010      Court Established

There is hereby established in the City of Weldon Spring a Municipal Court to be known as the "Weldon Spring Municipal Court, a Division of the 11th Judicial Circuit Court of the State of Missouri." In the event a Police Court existed prior to the establishment of a Municipal Court, this Court is a continuation of the Police Court of the City as previously established and is termed herein "The Municipal Court."

- A. Section 70.220, RSMo., authorizes municipalities to contract and cooperate with each other for common service, such as municipal courts.**
- B. The City of Weldon Spring has determined it is in their best interests to contract with the City of O’Fallon for Court services pursuant to the Municipal Court services contract adopted by Ord. No. 22-08 which goes into effect January 1, 2023.**



**SECTION 2:** That Section 125.030 of the Municipal Code is hereby amended to add a footnote as follows:

**Note:** As long as the City is under contract with the City of O’Fallon for Court services, the selection of a Municipal Judge will be done pursuant to the Municipal Court services contract to be in line with the O’Fallon Municipal Judge. All other regulations regarding the Municipal Court management, while under said contract for services, including regulations regarding Court administration, records, Court Clerk, etc., shall be held from repeal but not in effect as the Court administration will be managed by the City of O’Fallon. The only Sections that will continue in effect while under contract for Court services are Section 125.160, regarding the Prosecuting Attorney, which the contract states the City of Weldon Spring shall still provide for prosecution of its cases and Section 125.320, Court Costs, which has been revised to reflect the Court Costs as set out in the O’Fallon Municipal Code.

**SECTION 3:** That Section 125.320 of the Municipal Code is hereby repeal in its entirety and replace as follows:

Section 125.320      Court Costs

- A. Definitions. The following words and phrases, as used in this Chapter, shall have the following respective meanings:

**COURT COSTS**

The cost, not to exceed twelve dollars (\$12.00) as described in and limited by Section 488.012(6), RSMo., which is assessed to each defendant who pleads guilty, or is found guilty, in each proceeding filed in the Municipal Court for the violation of the ordinances of the City and which is payable to the City.

**SURCHARGES**

Amounts payable to the State of Missouri or other entities or payable to the City for specific designated purposes that are assessed to each defendant who pleads guilty, or is found guilty, in each proceeding filed in the Municipal Court for the violation of the ordinances of the City.

- B. Court Costs. In addition to any fine that may be imposed by the Municipal Judge, there shall be assessed Court costs in the amount of twelve dollars (\$12.00) in all cases.
- C. Surcharges. The following surcharges shall be collected in all cases; provided, however, that no such surcharge shall be collected in any proceeding when the proceeding or defendant has been dismissed by the Court or when costs are to be paid by the City:

1. A surcharge in the amount of three dollars (\$3.00), described in Section 488.5336, RSMo., which shall be distributed as follows:
  - a. Two dollars (\$2.00) of the three dollars (\$3.00) shall be transmitted monthly to the Treasurer of the City to be used to pay for Police Officer training as provided by Sections 590.100 to 590.180, RSMo. The City shall not retain for training purposes more than one thousand five hundred dollars (\$1,500.00) of such funds for each certified Law Enforcement Officer or candidate for certification employed by the City. Any excess funds shall be transmitted quarterly to the City's General Fund.
  - b. One dollar (\$1.00) of the three dollars (\$3.00) shall be sent to the State Treasury to the credit of the Peace Officer Standards and Training Commission Fund created by Section 590.178, RSMo.
2. A surcharge in the amount of seven dollars and fifty cents (\$7.50) imposed by Section 595.045, RSMo., for purposes of the Crime Victims' Compensation Fund established by the State of Missouri. Such surcharge shall be collected by the Clerk of the Court. All sums collected pursuant to this Subsection shall be distributed as follows:
  - a. Ninety-five percent (95%) of such sums shall be forwarded to the State of Missouri for deposit to the Crime Victims' Compensation Fund as provided in Section 595.045, RSMo.
  - b. Five percent (5%) of such sums shall be paid to the City as reimbursement for the costs of collection of such State-imposed charge.
3. A surcharge in the sum of two dollars (\$2.00) authorized by Section 488.607, RSMo., for the purpose of providing operating expenses for shelters for battered persons, as defined in Sections 455.200 to 455.230, RSMo. Such cost shall be collected by the Clerk of the Court and disbursed by the City to such shelters that meet the requirements and qualifications of Sections 455.200 to 455.230, RSMo.
4. A surcharge in the sum of two dollars (\$2.00) authorized by Section 488.5026, RSMo., which shall be collected by the Clerk of the Court and deposited into the Inmate Security Fund. All funds

within the Inmate Security Fund shall be utilized to develop, install and maintain a biometric verification system to ensure that inmates can be properly identified and tracked within the City's detention system, and to pay for any expenses related to custody and housing and other expenses for prisoners, all in accord with Section 488.5026, RSMo.

- D. Miscellaneous Charges and Reimbursements. The following types of miscellaneous charges and reimbursements may be imposed by order of the Municipal Judge:
1. Actual charges assessed against the City by other law enforcement agencies or correctional facilities for apprehension or confinement of defendants.
  2. Charges for mileage, in the same amount as provided to the Sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant or commitment or order of this Court.
  3. Other charges, such as for the issuance of a warrant, a commitment, or a summons, as provided by the Associate Circuit Judge in criminal prosecutions.
  4. Other charges, such as for recall of a warrant, imposed by the Municipal Judge of the City of O'Fallon.
  5. All appeal costs from Municipal Court to the Circuit Court.
  6. Expert witness fees for experts required by the City. "Expert witnesses" are witnesses who testify relative to matters outside the scope of general knowledge and possess special skills and knowledge.
- E. Alcohol- and Drug-Related Traffic Offenses — Reimbursement to the City. Upon a plea of guilty or a finding of guilty of violating the provisions of Section 577.010 or 577.012, RSMo., or violations of O'Fallon ordinances involving alcohol- or drug-related traffic offenses, the Municipal Court may, in addition to the imposition of any penalties provided by law, order the defendant to wholly or partially reimburse the O'Fallon Police Department that made the arrest for the costs associated with such arrest. Such costs shall include the reasonable cost of making the arrest, including the cost of any chemical test made under this Chapter to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody.

F. Judicial Waiver of Court Costs and Surcharges. Nothing in this Section shall be construed to prohibit or limit the authority of the Municipal Judge to waive Court costs and surcharges in whole or in part.

**SECTION 4:** That Article II in Chapter 125 of the Municipal Code is hereby amended to add a footnote as follows:

**Note:** Note: See Footnote at Section 125.030 regarding administration of Court while under contract for Court services.

**SECTION 5:** That Article IV in Chapter 125 of the Municipal Code is hereby amended to add a footnote as follows:

**Note:** Note: See Footnote at Section 125.030 regarding administration of Court while under contract for Court services.

**SECTION 6:** The vote of the aforesaid being deemed an emergency by the Board of Alderman, the Board does hereby waive and dispense with the tabling procedure set forth in City Code, Section 110.070 (A)(3) and does hereby authorize the reading of the above bill twice at the meeting, and a vote thereon immediately following said reading.

**SECTION:** That this ordinance shall be in full force and effect from January 31, 2023.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.*

\_\_\_\_\_  
Donald D. Licklider, Mayor

Attest:

\_\_\_\_\_  
William C. Hanks, City Clerk



# CITY OF WELDON SPRING

5401 Independence Road  
Weldon Spring, MO 63304  
phone: (636) 441-2110  
fax: (636) 441-8495  
www.weldonspring.org

## MEMORANDUM

To: Mayor Licklider & the Board of Aldermen

Date: 11/03/2022

From: Mitchell Jordan, Community Relations Manager

Subject: 2023 Capital Projects: Weldon Spring City Park Improvement Plan, BOA Agenda Item #8.E. & Siedentop Pocket Park Improvement Plan, BOA Agenda Item #8.F.

Cc: PRAC Members, Michael Padella, City Administrator, and Bill Hanks, City Clerk

After a special meeting held on 11/01/2022, The Parks & Recreations Advisory Committee (PRAC) of Weldon Spring made a recommendation to the Board of Aldermen to pursue the design & build of new parks amenities and improvements in the City's parks system. The following information details the PRAC's recommendation in full.

Over the course of several years and more intensely the last several months Staff has facilitated initial fact finding, brainstorming, and scoping with PRAC to develop a list of desired park improvements. In May 2022, City Staff began working closely with Byrne & Jones, a parks and recreation design/build firm to provide concept services necessary to move the project along. This firm offers turnkey and full services from design to construction implementation and quality assurance. Byrne & Jones is a member of TIPs a Cooperative Purchasing Agreement (CoOp) which means all cost estimations are based upon competitively pre-bid equipment, services, and materials which meet all state and city purchasing requirements.

Byrne & Jones prepared initial concept plans based upon PRAC's input detailing possible improvements, which ultimately was narrowed down to include an amphitheater, large pavilion, ADA restrooms in the City Park and walking trail, swings, benches/picnic tables and small parking lot in the Siedentop Pocket Park. There were at least three iterations in which PRAC requested changes and modifications to the concept plans.

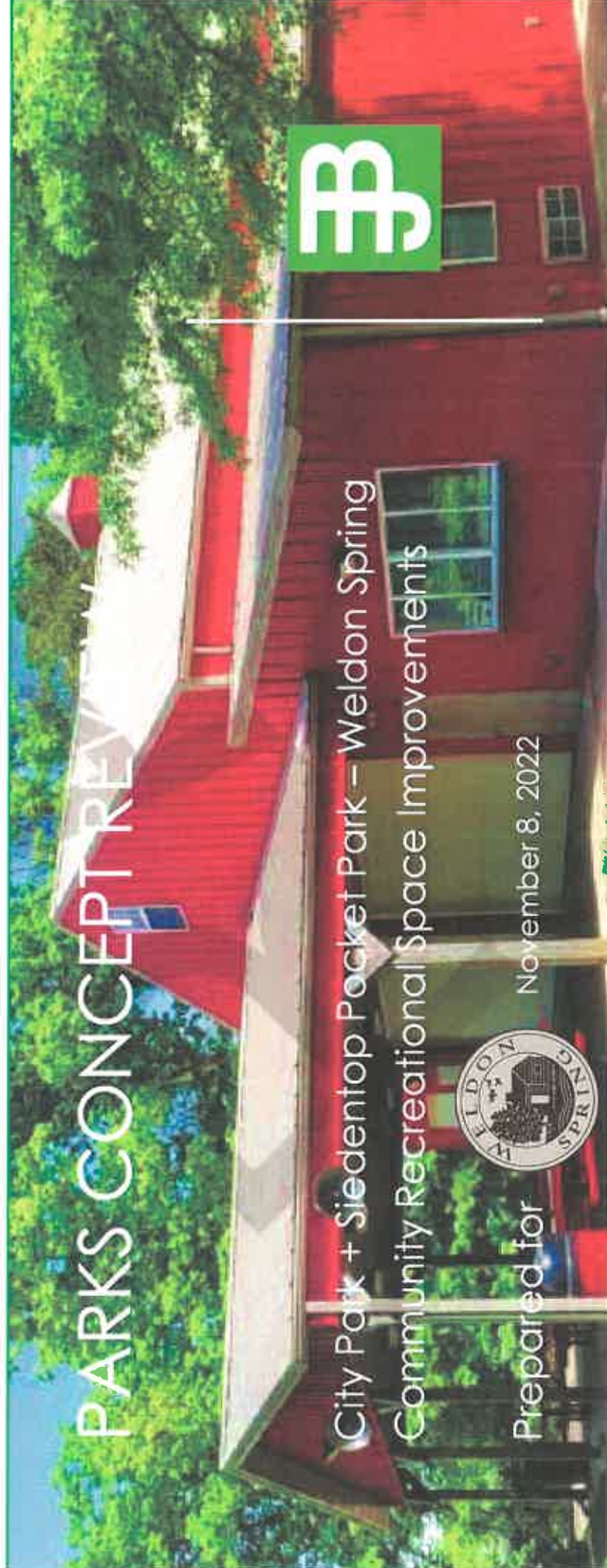
The final concept plans which have been recommended by PRAC to the BOA are attached for your review as summarized in the presentation prepared by Byrne & Jones detailing the firm's qualifications, project scoping process, amenities, layout, scope of work, cost estimates, and implantation time-line. The PRAC has paired this project down to what they see as completely necessary to serve the needs & desires of the Weldon Spring Community.

# PARKS CONCEPT REVIEW

City Park + Siedentop Pocket Park – Weldon Spring  
Community Recreational Space Improvements



Prepared for  
November 8, 2022



# PROJECT RECAP



- Summer 2022 Actions
  - Introduction meeting to discuss Weldon Spring improvement opportunities + Byrne & Jones Parks Construction capabilities
  - Understanding of Master Plan initiatives
  - Commit to Conceptual Planning for recreational improvements to City & Pocket Parks
- August 2022 Actions
  - Byrne & Jones Construction – Cross-Division collaboration to kickoff improvement approach
  - Weldon Spring – Provide extended detail on park improvements priority per PRAC
  - Byrne & Jones Construction – Design and Parks teams visit Weldon Spring park locations
- September 2022 Actions
  - Present Conceptual Plan
  - Scope of Work – Define necessary Project Deliverables
  - Establish Budget – Detailed Project Costs // Pre-Construction Services Timeline
- October 2022 PRAC Meeting
  - Presented proposed approach to work towards Fall Design kickoff for 2023 Construction
  - PRAC-issued direction for adjustments at both City and Siedentap Pocket Parks for PRAC approval
- November 1<sup>st</sup> Special PRAC Meeting
  - Committee issued recommendation for Board of Alderman approval on proposed park improvements
- November 8<sup>th</sup> Board of Aldermen Meeting
  - Present PRAC-recommended Plans and Budget for formal approval

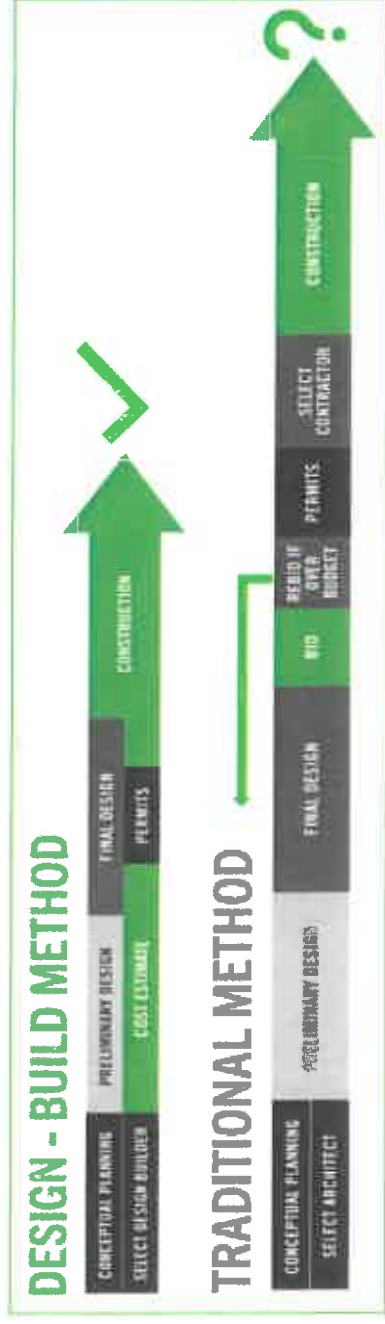


# BYRNE & JONES CONSTRUCTION



## The Design-Build Advantage

- Single source responsible for Design + Construction
- Construction can begin prior to Design completion reducing overall schedule
- Cost certainty + Competitive Pricing via Purchasing Agency
- Reduced Risk for Owner
- Streamlined communication
- Construction management
- Truly Turnkey







# PLAN



# DESIGN + PROGRAMMING



## Overview of Design + Civil Construction + Programming Improvements

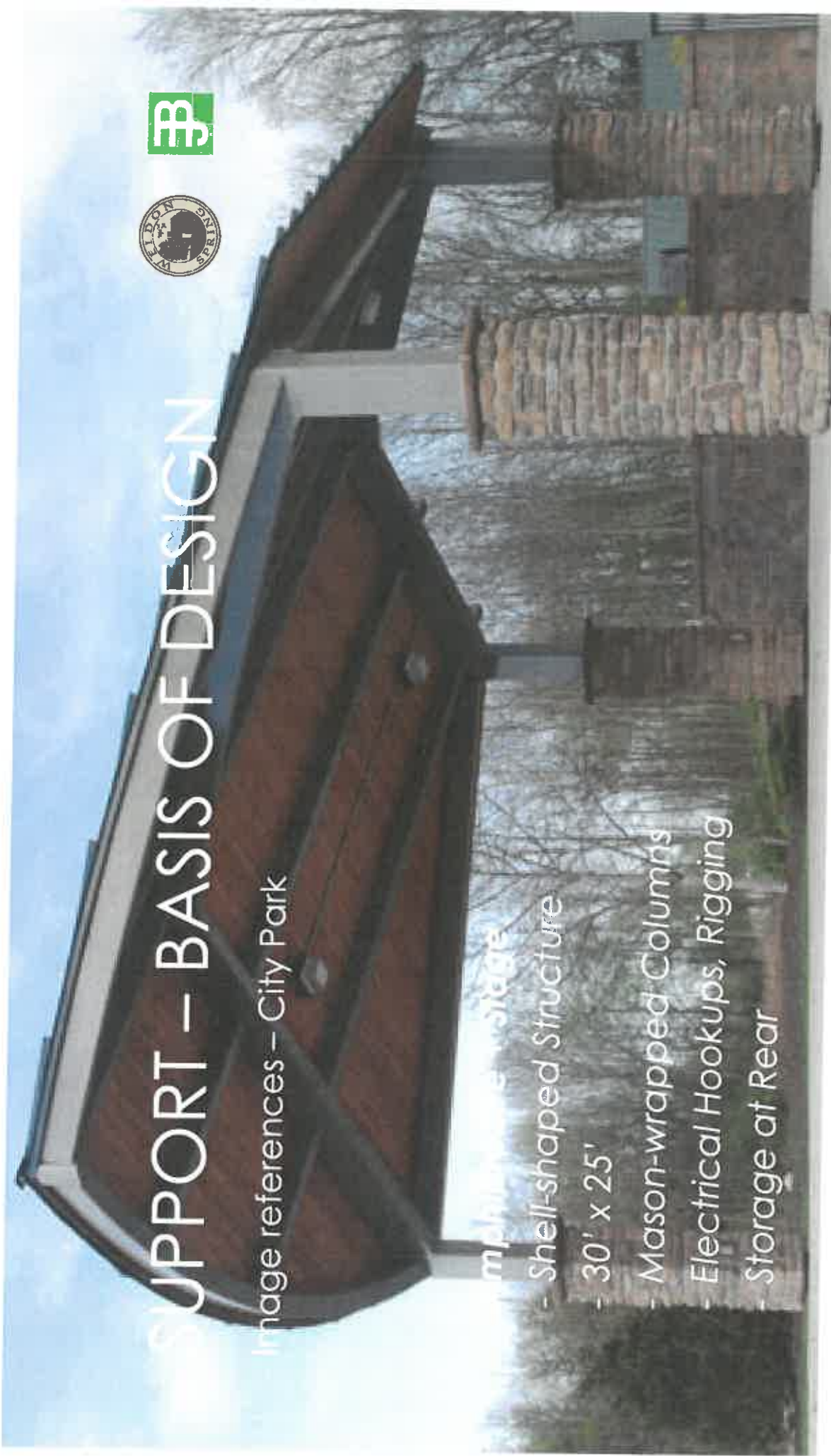
- Mobilization + Earthwork + Grading + Utilities
  - Applies to all Improvement Spaces
  - All necessary Site Preparation + Stabilization + Drainage
  - All Electric + Sanitary + Waterline
- Paving
  - New Parking Lot Expansions
  - New Concrete Flatwork at Large Pavilion + Restroom
  - New Connection to existing Walking Trail
  - New Concrete Stage and Footings at Amphitheater
- Recreational Amenities
  - New Amphitheatre Structure + Hookups
  - New Large Pavilion + ADA Restroom + Hookups + Amenities
- Additional Items
  - Site Cleanup

# SUPPORT – BASIS OF DESIGN

Image references – City Park

Emphatic use of stage

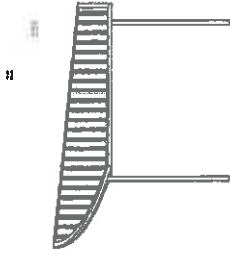
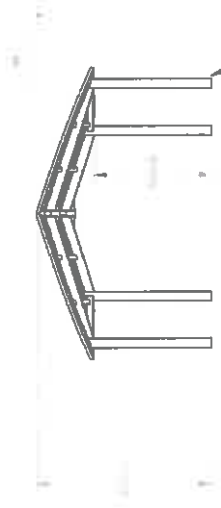
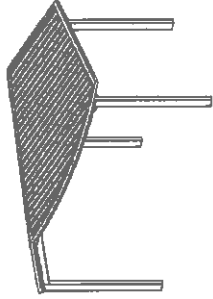
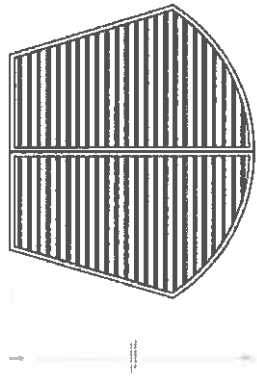
- Shell-shaped Structure
- 30' x 25'
- Mason-wrapped Columns
- Electrical Hookups, Rigging
- Storage at Rear



# SUPPORT – BASIS OF DESIGN



Image references – City Park



Amphitheatre Stage – 30' x 25'



# SUPPORT

# PRINCIPLES OF DESIGN

Image references - City Park

## Large Pavilion

- Gable Structure
- 30' x 64'
- Accommodates 100 people
- Mason-wrapped Columns
- Custom Ornamentation
- Lighting + Wifi + Electrical Hookup

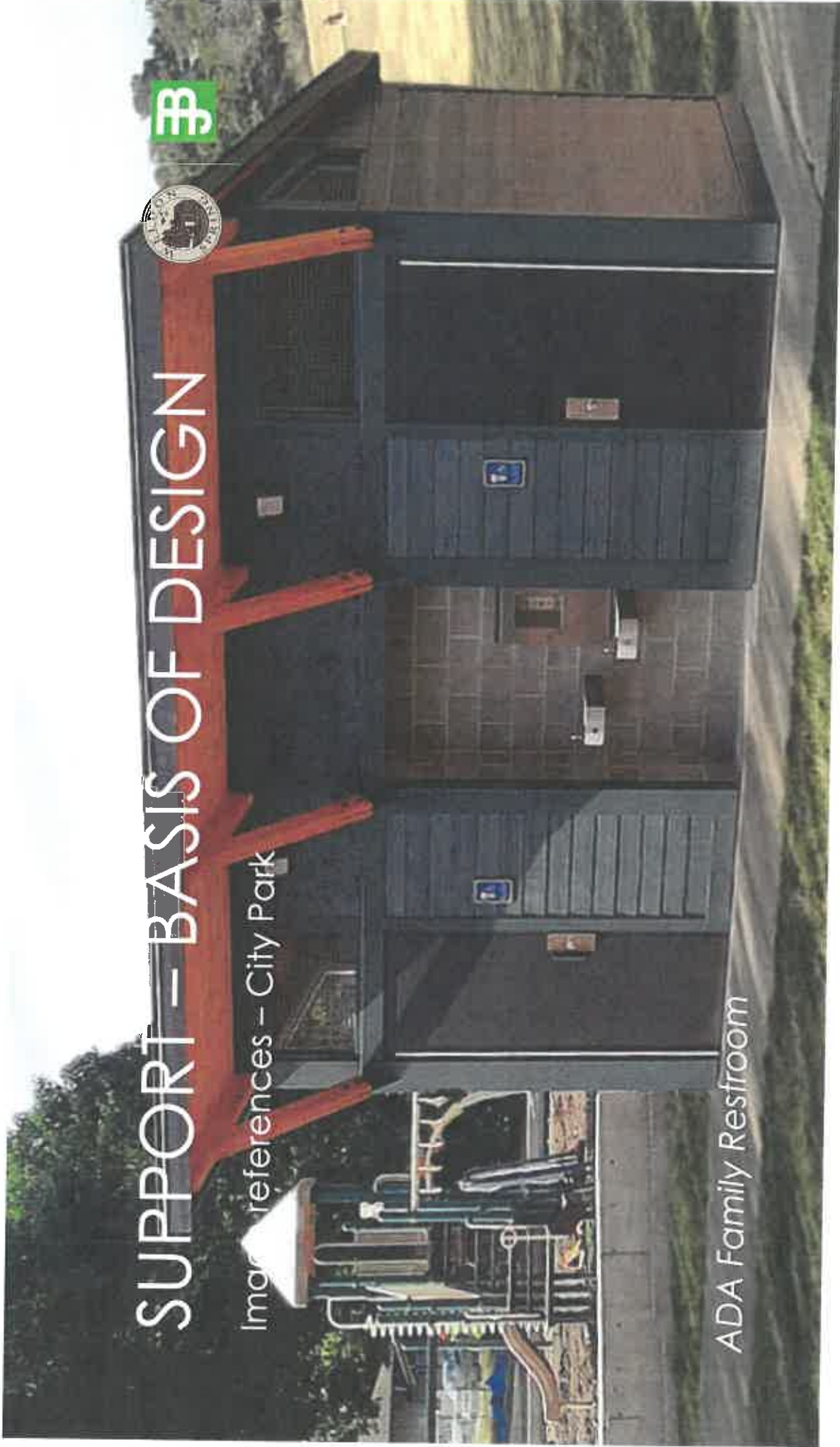


# SUPPORT – BASIS OF DESIGN

Image references – City Park



ADA Family Restroom



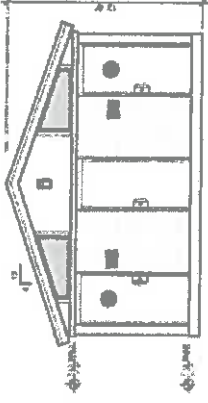


# SUPPORT – BASIS OF DESIGN

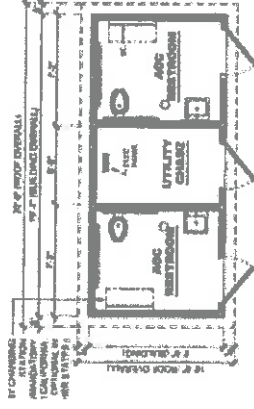


Image references – City Park

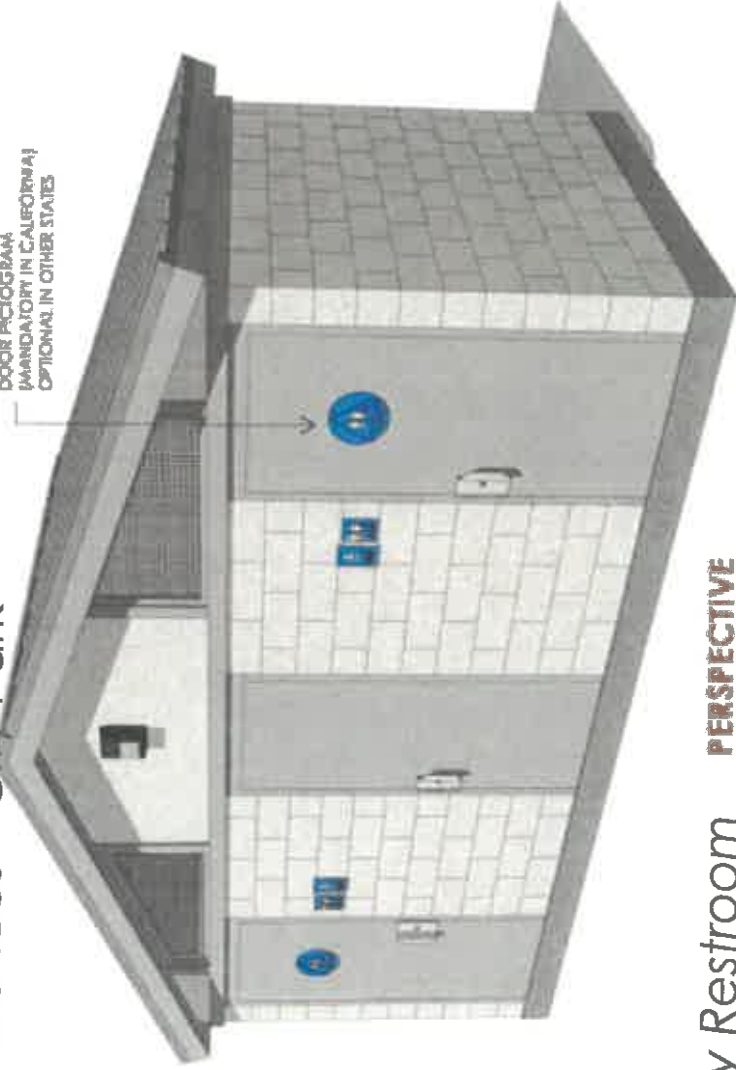
NOTE:  
DOOR PROGRAM  
(MANDATORY IN CALIFORNIA)  
OPTIONAL IN OTHER STATES



**ELEVATION**  
SCALE: 1/8"=1'-0"



**FLOOR PLAN**  
SCALE: 1/8"=1'-0"  
NOTE: STAINLESS FUTURE



ADA Family Restroom **PERSPECTIVE**  
FINISHES SUBJECT TO CHANGE

# SUPPORT – BASIS OF DESIGN



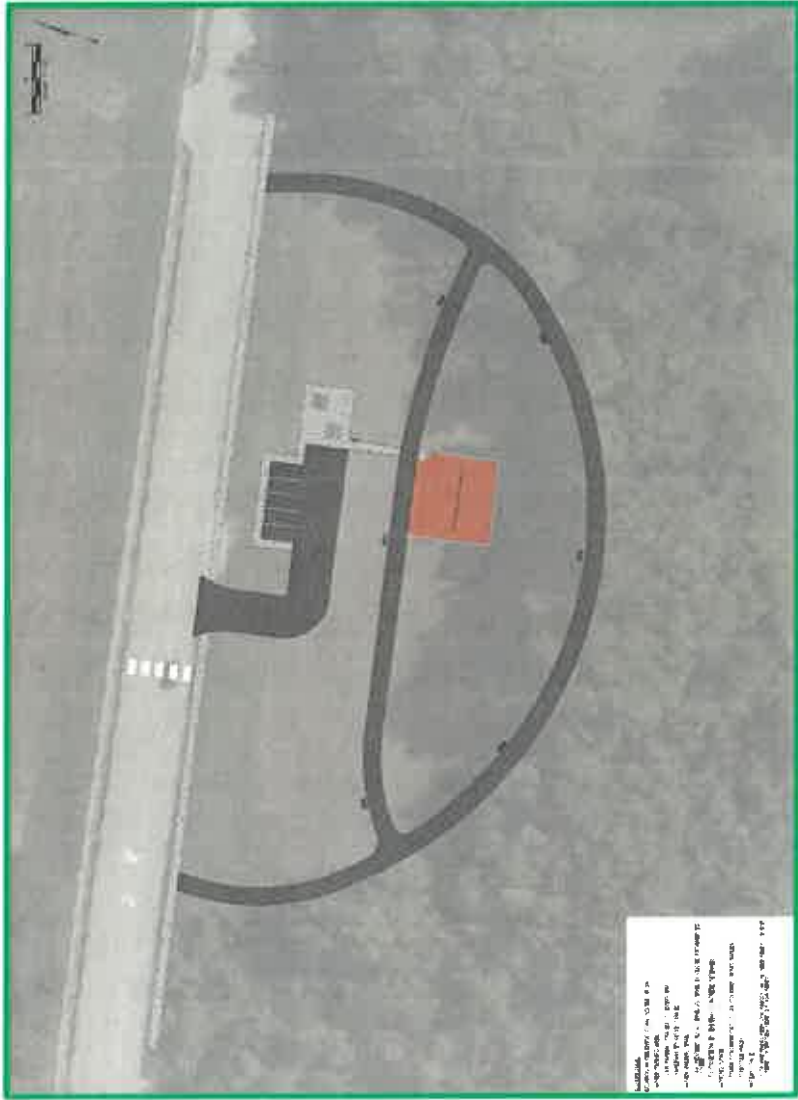
## ***Walking Trail Lighting***

- Solar Powered LED Bollard
- 12x Bollards along trail
- No Electric Needed
- Low Cost, No Bills
- Sustainable Energy Choice
- Immune to Power Outages
- Aesthetic Appeal
- 10-Year Battery Life





# PLAN



# DESIGN + PROGRAMMING



## Overview of Design + Civil Construction + Programming Improvements

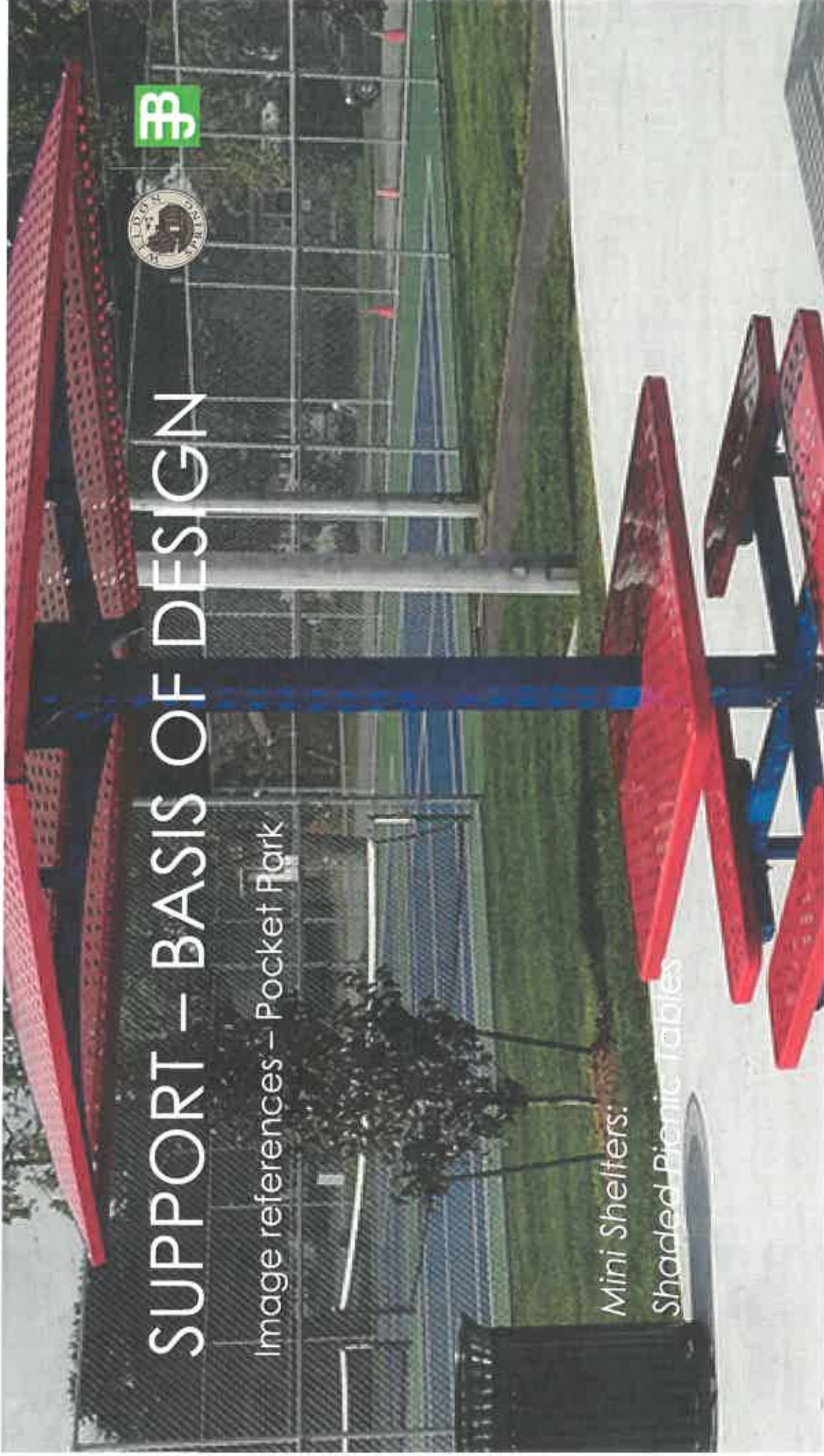
- Mobilization + Earthwork + Grading
  - Applies to all Improvement Spaces
  - All necessary Site Preparation + Stabilization + Drainage
  - All Electric + Sanitary + Waterline
- Paving
  - New Parking Lot
  - New Asphalt Walking Path
  - New Concrete Sidewalks
  - Picnic Area Concrete Pad
- Picnic Space
  - New 2x Shaded Mini Shelters
  - Bicycle Rack
- Playground Area
  - Swing Set Space
  - 6x Swings – ADA, Caregiver, Traditional
- Additional Items
  - Site Cleanup
  - Removal of Underbrush + Honeysuckle

# SUPPORT – BASIS OF DESIGN

Image references – Pocket Park

Mini Shelters:

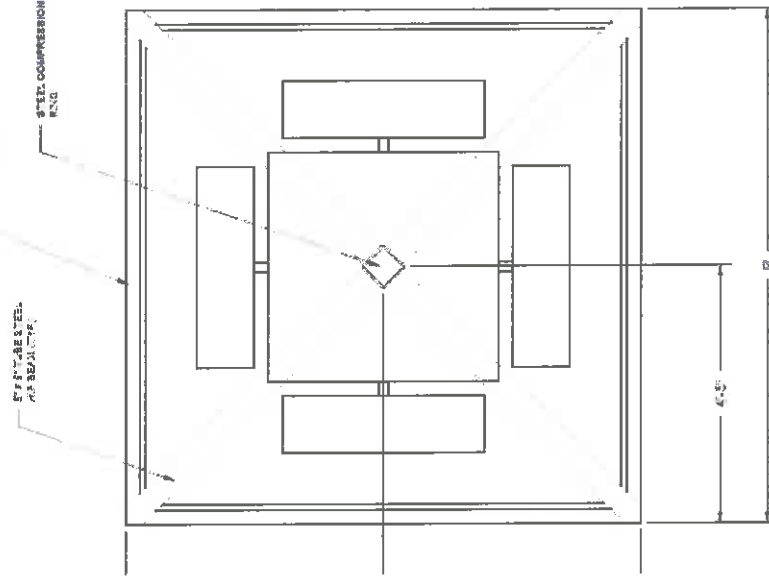
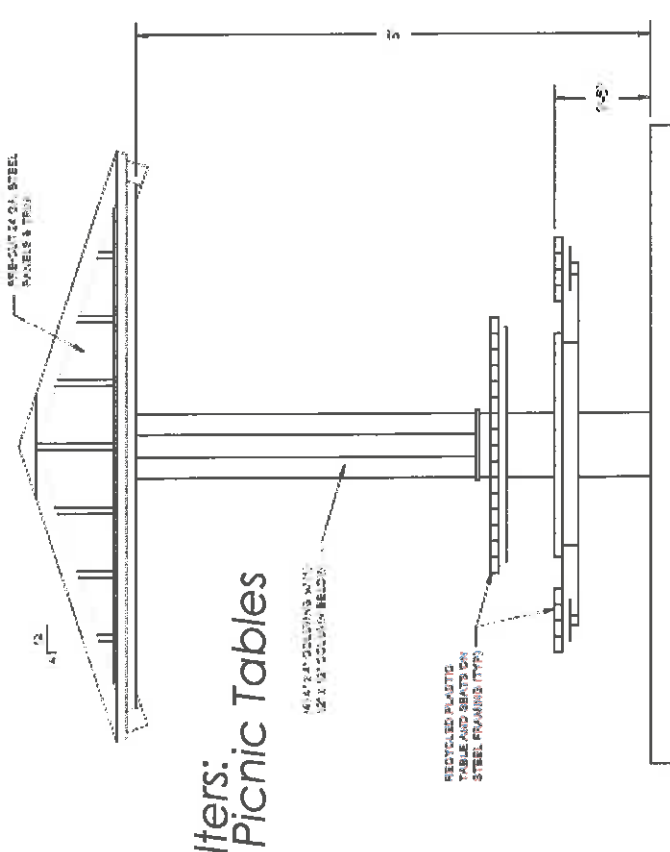
Shaded Picnic Tables



# SUPPORT – BASIS OF DESIGN



Image references – Pocket Park



4\"/>

6\"/>

6\"/>

Mini Shelters:  
Shaded Picnic Tables

RECYCLED PLASTIC  
TABLE AND BENCH ON  
STEEL FRAMING (TYPE)

4\"/>

6\"/>

4\"/>

16\"/>

6'-3\"/>

6'-3\"/>

6\"/>

# SUPPORT – BASIS OF DESIGN



Image references – Pocket Park



Tandem Swing



ADA Freedom Swing



Arch Frame Style  
Traditional + Tot Swings

3x Bay, 6x Swings





# BUDGET OVERVIEW

- Cooperative Purchasing
- Budget Summary – Allocation by Park:
  - City Park
  - Siedentop Pocket Park
- Project Schedule
  - Pre-Construction Services
  - Tentative Full Timeline

# BUDGET OVERVIEW



- Cooperative Purchasing
- This procurement process provides **transparency and efficient delivery** of Byrne & Jones Construction's services and final project deliverables, while **maintaining procurement compliance** for Education, Government and Non-Profit Agencies.
- Weldon Spring can purchase directly with confidence – **saving time, money and effort** – circumnavigating hurdles associated with a cumbersome competitive bid process.
- This process offers significant opportunities offering **a more ownable path** to selected products, customizations and final deliverables.
- All Byrne & Jones contracts have been **pre-bid** and allow for procurement of all materials and construction for these projects.



# BUDGET OVERVIEW



## City Park Improvements – [\\$1,105,300](#)

- **Mobilization + Earthwork & Grading + Utilities** – \$310,400
  - Applies to all Improvement Spaces
  - All necessary Site Preparation + Stabilization + Drainage
  - All Electric + Sanitary + Waterline
  - Site Cleanup
- **Paving** – \$70,000
  - New Asphalt Parking Lot
  - New Walkway
- **Amphitheatre** – \$144,000
  - Band + Stage Structure, Installed
  - Utility Hookups, Wifi
  - All Concrete
- **Large Pavilion** – \$265,000
  - Seating for 100 // Lighting // Wifi // Electric Outlets
  - Firepit Area + Seating
  - All Concrete
- **Prefabricated Restroom** – \$255,000
  - 365 Usage // Utility Chase // ADA
  - All Concrete



- **Walking Trail Lighting** – \$19,900
  - 12x Solar Powered Ballards
- **Additional Items** – \$41,000
  - Park Amenities – Tables, Benches, Bike Rack,



# BUDGET OVERVIEW



## Siedentop Pocket Park – \$476,600

- **Mobilization + Earthwork & Grading** – \$177,000
  - Applies to all Improvement Spaces
  - All necessary Site Preparation + Stabilization + Drainage
  - No Utilities
  - Site Cleanup
- **Paving** – \$135,900
  - New Parking Lot
  - Concrete Sidewalks
  - Asphalt Walking Trail
- **Picnic Area** – \$69,000
  - 2x Shaded Picnic Table Structures, Engineering, Install
- **Playground**– \$75,400
  - Swings, Install
  - EWF Safety Surfacing, Border + Access Ramp



- **Additional Items** – \$19,300
  - 6x Benches, Bicycle Rack

# BUDGET OVERVIEW

## BUDGET SUMMARY

City Park	\$1,105,300
Siedentop Pocket Park	\$ 476,600
Subtotal	\$1,581,900
10% Contingency	\$158,190

**TOTAL \$1,740,090**

Accounts for Cooperative Procurement + Bonding Cost



# NEXT STEPS



## **City of Weldon Spring**

- Board of Alderman to issue approval on recommended park improvements
- Note any adjustments

## **Byrne & Jones Construction**

- Address any Aldermanic feedback in timely manner
- Provide City with formal contract agreement and finalized construction schedule
- Begin Pre-construction schedule

## **All**

- Work towards Summer 2023 completion



# CITY OF WELDON SPRING

5401 Independence Road  
Weldon Spring, MO 63304  
phone: (636) 441-2110  
fax: (636) 441-8495  
[www.weldonspring.org](http://www.weldonspring.org)

## MEMORANDUM

To: Mayor and Board of Aldermen

Date: 11/04/22

From: Michael Padella, City Administrator

Re: BOA Agenda 11/08/22 Items # 8.G and 8.H. – Professional Engineering Services

Cc: Bill Hanks, City Clerk

On 10/11/22 the BOA agreed and directed city staff to pursue Pedestrian Crossing Analysis and Engineering Design services for eight (8) locations throughout the City. These eight locations include five (5) existing crossings that would be reviewed for compliance with current standards as well as three (3) proposed new crossing locations to be assessed and determined if they are justified and if so, how they should be designed.

Cochran Engineering was requested to provide a project cost estimate to complete this work and they have broken it up into stages depending upon their initial findings; the total cost for this work if all locations are selected for enhancements and implementation is \$22,930. Refer to BOA Agenda Item #8.G.

Additionally, the BOA directed city staff to pursue Walking Facility Extension Analysis and Construction Cost Estimates for five (5) locations throughout the City. Cochran Engineering provided a project cost estimate to complete this feasibility study for the five (5) locations in the City. The total cost to determine the initial feasibility and prepare a construction cost estimate for each location is \$9,625. Refer to BOA Agenda Item #8.H.

Cochran Engineering's project cost estimate is dated "Revised October 24, 2022" and includes both project scopes outlined above in one proposal document. The total of all the engineering work listed above and detailed in their proposal is \$32,555.



October 14, 2022

Revised October 24, 2022

Mr. Michael Padella, City Administrator
City of Weldon Spring
5401 Independence Rd.
Weldon Spring, MO 63304
Ph: 636-441-2110
Email: mpadella@weldonspring.org

RE: Proposal for Professional Services
Pedestrian Crossing Evaluation and Design
Weldon Spring, Missouri

Dear Mr. Padella:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional services for the above-referenced project. In accordance with your request, we offer the following professional services:

SCOPE OF WORK

- 1. Pedestrian Crossing Evaluation: Cochran will perform site visits to each of the 8 pedestrian crossings sites identified by the City to evaluate whether the new crossings are warranted or if the existing locations require updates.
2. Pedestrian Crossing Topographic Surveys: Cochran will perform the necessary field and office work necessary to prepare a Pedestrian Crossing Topographic Survey of the following areas:
a. A 100'x100' strip centered at the existing crosswalk on Weldon Spring Parkway at the City Pocket Park.
b. A 100'x100' strip centered at the existing crosswalk on Independence Road at Galahad Drive.
c. A 100'x100' strip centered at the existing crosswalk on Independence Road at Camelot Drive.
d. A 100'x100' strip centered at the existing crosswalk on Pitman Hill Road at Sammelman Road.
e. A 180'x180' area encompassing the intersection of Independence Parkway and Patriotic Trail.
f. A 150'x150' area encompassing the intersection of Wolfrum Road and Shetland/Roenoque Drive.
g. A 150'x150' area encompassing the intersection of Wolfrum Road and Independence/Rosemount Drive.
h. A 300'x150' area encompassing the intersection of Wolfrum Road and Whitmoor Drive.

Topographic Surveys will include location of all visible existing improvements, visible and flagged utilities, and contours generated at 1 foot intervals.

Initials \_\_\_\_\_

3. **Pedestrian Crossing Construction Documents:** Cochran will prepare construction documents for the new pedestrian crossings and the improvements to the existing pedestrian crossings as recommended in the pedestrian crossing evaluation and as directed by the board of alderman. The construction documents will include plans for each location as well as a project manual. The project manual will include the necessary front end documents, i.e. instruction to bidders, bid form, owner contractor agreement, general conditions, technical specifications, etc.
4. **Pedestrian Crossing Bidding Process:** Cochran will assist the City in advertising the project for bids, responding to contractor questions, attending the bid opening, reviewing the bids, providing a recommendation to award, coordination of obtaining contracts and bonds and attendance to a pre-construction meeting.
5. **Trail/Walking Facility Extensions & Improvement Feasibility Study:** Cochran will prepare a feasibility study to evaluate the following project locations:
  - a. Wrenwyck Place sidewalk along Westwood Drive to SCC stub at S. Breeze Lane
  - b. Wolfrum Road from Westwood Drive to Rte. 94
  - c. Patriotic Trail along FHSD Mary Emily Bryant Middle School
  - d. Meadows Parkway from Patriotic Trail to MO Research Roundabout
  - e. T-intersection of Whitmoor Drive/ Malinmor Drive and Loughmor Pass to Pitman Hill Road

All 5 project locations will be combined into one feasibility study. The feasibility study will involve site evaluation of each project site, contacting utilities as necessary, preparing a conceptual layout for each project site and preparing a project cost estimate for each project site. The cost estimates will include construction costs, contingency, engineering and surveying fees and construction administration fees. Each of the project sites will be addressed individually in the feasibility study in order for the City to be able to select which projects they want to proceed into survey, preliminary design and construction.

This task only includes site evaluation, preparation of the study, preparation of conceptual plans and preparation of the cost estimates to help the City determine if they want to proceed with each of the project sites. This task does not include actual survey, preliminary design, construction plan preparation, project manual preparation, bidding or construction administration. The estimates will include numbers for these services so the City can budget for them.

**SERVICES NOT INCLUDED:**

1. ALTA/NSPS Land Title Surveys
2. Property Boundary Survey/Information
3. Platting Services
4. Easement Survey
5. Right of Way and Easement Survey/Document Preparation
6. Right of Way and Easement Acquisition
7. Retaining Wall Design
8. Geotechnical/Environmental Services
9. Construction Materials Testing
10. Construction Inspection/Administration
11. Public Meetings
12. Research and Recording Fees

**CLIENT'S RESPONSIBILITY:**

1. The Client shall submit to Cochran all Record Plats, Surveys, Easements and Legal Descriptions, within their possession, regarding the subject properties prior to the commencement of the Topographic Survey.

*Initials* \_\_\_\_\_

Proposal- Pedestrian Crossing Evaluation and Design  
Weldon Spring, Missouri  
~~October 14, 2022~~  
Revised October 24, 2022

2. The Client shall submit to Cochran a current Fee of Record and a Title Report/Commitment/Policy, along with copies of all Schedule "A", "B" and "B2" documents regarding the subject property, prior to the commencement of the Topographic Survey.
3. The Client shall be responsible for obtaining Cochran unrestricted access to the subject property prior to the commencement of the Topographic Survey and during the course of said survey until project completion.

**FEE:**

The total amount of fees to be paid for the professional services outlined in this proposal shall be as follows:

1. Pedestrian Crossing Evaluation	\$ 5,610.00
2. Pedestrian Crossing Topographic Surveys (a-h)	\$ 4,300.00
3. Pedestrian Crossing Construction Documents	\$10,770.00
4. Pedestrian Crossing Bidding Process	\$ 2,250.00
5. Trail/Walking Facility Extensions & Improvement Feasibility Study	\$ 9,625.00

- Any tasks in addition to those specifically described above, including meeting time, construction coordination/administration, construction inspection, site visits, construction observation reports, etc. will be billed as extras on a time and materials basis.
- Reimbursable Expenses - Mileage, administrative, research, records, recording fees, application processing, courier, in-house and out-of-house printing charges, postage/shipping, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses are estimated to be **\$250.00**.

**PAYMENT:**

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

**TIME OF PERFORMANCE:**

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

**TERMS AND CONDITIONS:**

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

**GENERAL:**

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

*Initials* \_\_\_\_\_

Proposal- Pedestrian Crossing Evaluation and Design  
Weldon Spring, Missouri  
~~October 14, 2022~~  
Revised October 24, 2022

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-332-4574.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.**

Sincerely,



Eric S. Kirchner, P.E.  
Senior Project Manager  
**Cochran**

Acceptance:  
**City of Weldon Spring**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Charge-Out Rates  
Cochran Standard Terms & Conditions



Proposal- Pedestrian Crossing Evaluation and Design  
Weldon Spring, Missouri  
~~October 14, 2022~~  
Revised October 24, 2022

## 2022 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.  
Effective July 1, 2022, these rates will apply to all projects performed on a Time & Expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 200.00
Division Director	\$ 185.00
Managing Engineer	\$ 170.00
Project Manager 1	\$ 160.00
Project Manager 2	\$ 150.00
Engineer 1	\$ 140.00
Engineer 2	\$ 130.00
Engineer 3	\$ 115.00
Engineer 4	\$ 105.00
Engineer 5	\$ 95.00
Managing Surveyor	\$ 140.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 120.00
Surveyor 3	\$ 110.00
Senior Manager	\$ 110.00
Registered Geologist	\$ 125.00
Administrative Support	\$ 60.00
Field Manager	\$ 75.00
Inspector	\$ 70.00
MoDOT Certified Technician	\$ 60.00
Senior Drafter	\$ 115.00
Drafter/Survey Tech 1	\$ 105.00
Drafter/Survey Tech 2	\$ 95.00
Drafter/Survey Tech 3	\$ 85.00
Drafter/Survey Tech 4	\$ 70.00
One Man Survey Crew	\$ 120.00
Two Man Survey Crew	\$ 180.00

*Initials:* \_\_\_\_\_

### COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

**Initials:** \_\_\_\_\_

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
  17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
  18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
  19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
  20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
  21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
  22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
  23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
  24. Any claims, disputes, or other matters in question arising out of or relating to this Contract that are not resolved by mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. If the parties have to arbitrate their dispute, the prevailing party is entitled to recover attorney's fees and costs. Arbitration shall be held where the project is located.
  25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

For Approval 10/27/2022

- Pg 1
  - Front Cover
- Pg 2
  - **Mayor's Message**

Residents,

The holidays are upon us, and I could not be more excited about the coming months in Weldon Spring and looking forward to ringing in 2023.

On October 29, the City hosted its first “City Hall-oween” event which included a ‘skull egg hunt’ and movie night to celebrate Halloween. The evening was filled with family fun and tons of candy. Thank you to our sponsors: Osteostrong, Premier Martial Arts, and Premier Chiropractic. At the beginning of the event, we also held a dedication ceremony in honor of Dorthey Moore as one of the first Weldon Spring city founders. We will bring it back next year bigger and better if you missed it. On December 10, the big man himself, Santa Claus, will make his annual visit for our Weldon Spring Winter Chill Down. Be sure to bring donations for our annual Food & Pet Goods Drive benefiting Sts. Joachim & Ann, and Five Acres Animal Shelter.

This season is an excellent time to check your storm water facilities and detention basins. Our City Engineer has put together a brief article explaining the importance of these facilities and who is responsible for maintenance.

A new senior care facility will begin construction in Weldon Spring in 2023. This new development will be located on Siedentop Rd. across from the Trace Apartments. This facility will host independent & assisted living and a memory care unit and is called New Perspective of Weldon Spring.

Read further on in this newsletter or visit [weldonspring.org](http://weldonspring.org) for more information on these important updates. I hope your holidays are filled with joy and spark happy new memories. Thank you all for making this city a wonderful place to live.

Sincerely,

Donald Licklider  
Mayor of Weldon Spring

- **Recently Approved Ordinances**

- **Elected Officials**

- Pg 3

- **April 2023 Candidate filing dates 12/06-27/2022**

- In 2021, Governor Mike Parson signed House Bill 271 into law. A part of HB 271 amends RSMo. 115.127, which changes the dates for candidate filing in local elections. For the April 4, 2023, General Municipal election, candidate filing will open on Tuesday, December 6, 2022, at 8:00 a.m. and close on Tuesday, December 27, 2022, at 5:00 p.m.

- **Storm Water Tips & Reminders**

- **DETENTION BASIN MAINTENANCE**

With the growth of St. Charles County, increased storm water runoff causes more flooding problems and accelerates erosion. This storm water affects all homeowners within the watershed. In the City of Weldon Spring, the maintenance responsibility for most storm water management facilities lies with the subdivision homeowners, usually through their board of trustees and the property owner(s).

Visit [Weldonspring.org](http://Weldonspring.org) for more information on Detention Basins & Stormwater management.

- **Insert copy of the Receipts, Disbursements, Indebtedness Statement for FY 2022 Year-end**

- **2nd Annual Winter Chill Down 12/10/2022**

The winds are a howlin' outside, and the thermometer continues to drop, it's time for the Annual Weldon Spring Winter Chill Down!

Take pictures with Santa Claus. Make smores as a family by the roaring bonfire. Drink hot chocolate under the stars and watch as the City brightens the holiday season with another epic tree lighting. Follow the City on Facebook @CITYOFWELDONSPRING and visit [weldonspring.org](http://weldonspring.org) for more information.

Annual **Comfort & Joy Drive** benefiting Sts. Joachim & Ann Care Service and Five Acres Animal Shelter.

Once Again, the Cities of Weldon Spring and Cottleville will compete by collecting non-perishable food items, house goods, toiletries, pet food & items. Bring donations to the Winter Chill Down or by

Weldon Spring City Hall. A drop box will be placed on the front porch of City Hall for after-hours donations.

**Have a video surveillance system? Consider registering your home with St. Charles County Police Community Camera Program.**

- The Community Camera program can provide time saving information to investigators. By registering a home or business, the police can identify nearby cameras that may have caught criminal activity.
  - Registration in the program does not give the St. Charles County Police Department any direct access to any surveillance equipment. Registration also does not obligate homes and businesses to agree to share video surveillance with investigators. It is a time-saving resource to help St. Charles County Police investigators be aware of surveillance systems in the area.
- Pg 4
    - Back Cover
      - **City Contacts**
      - **Reminder: The City of Weldon Spring's New Sales Tax Rate is 7.45%.**
        - Businesses Owners of Weldon Spring please be sure to adjust the tax percentage charged on purchases. After voters passed Prop-S in April 2022 the City sales tax percentage increased 1% (1.5% total) with the St. Charles County (1.725%) and State (4.225%) Sale taxes the total is now 7.45%.
    - Mission Statement
    - Vision Statement