

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 WORK SESSION
ON THURSDAY, JUNE 22, 2023, AT 6:00 P.M.
WELDON SPRING CITY HALL
5401 INDEPENDENCE ROAD
WELDON SPRING, MISSOURI 63304**

******TENTATIVE AGENDA******

A NOTICE IS HEREBY GIVEN that the Board of Aldermen Work Session 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/8163394872?pwd=aUdVRUtdRUdBTVFXYUJUMEtHbm5DZz09>

**Meeting ID: 816 339 4872
Password: WS.BOA**

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

**Meeting ID: 816 339 4872
Password: 886581**

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

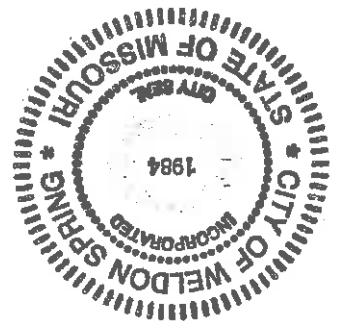
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******WORK SESSION AGENDA 6/22/23 at 6:00 PM******

- 1. CALL TO ORDER**
- 2. ROLL CALL and DETERMINATION OF A QUORUM**
- 3. NEW DISCUSSION**
 - A. Safety Camera Deployment Plan Update and Modifications to Plan – City Administrator**
 - B. Strategic Planning: Capital Improvement Priorities Discussion – Alderman Yeager**
 - C. Firewood Processing & Sales in General Commercial zoning districts – City Attorney/
City Administrator**
 - D. Political Sign Regulation Comparisons – City Clerk**
- 4. OTHER DISCUSSION**
- 5. ADJOURN WORK SESSION**

***** No votes are to be taken at a Work Session.**

6-16-23
@ 3:30pm
WCD



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**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON THURSDAY, JUNE 22, 2023, 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:

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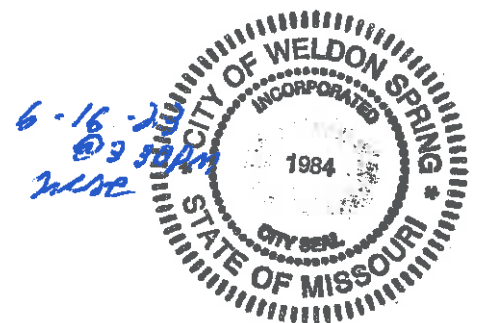
PAGE 1 OF 2

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******BOARD OF ALDERMEN REGULAR AGENDA – 6/22/23 at 7:30 PM******

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. CITIZENS COMMENTS**
- 5. APPROVAL OF MINUTES**
 - A. June 8, 2023 – Board Work Session Minutes
 - B. June 8, 2023 – Regular Board Meeting Minutes
- 6. CITY TREASURER'S PACKET:**
 - A. Paid Bills (June 9, 2023 – June 15, 2023)
 - B. Unpaid Bill (June 9, 2023 – June 22, 2023)
- 7. UNFINISHED BUSINESS**
 - A. Bill #1200: An Ordinance Repealing and Replacing Municipal Code Title II: Public, Health, Safety, and Welfare, Chapter 205: Animal Regulations in Accordance with the City's Contract for Kennel and Animal Control Services with St. Charles County, Missouri – **Alderman Kolb**
- 8. NEW BUSINESS**
 - A. 2023 Liquor License Renewals – **City Clerk**
 - B. Revised Safety Camera Deployment Plan – **City Administrator**
 - C. An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to execute an Agreement with St. Charles, Missouri, License Plate Reader and Pan Tilt Zoom Camera Systems, and Matters Relating Thereto – **Alderman Clutter**
 - D. Master Facilities License Agreement with Ameren for Safety Camera Devices– **City Administrator**
- 9. REPORTS & COMMITTEES**
 - A. City Administrator Report – **City Administrator**
 - B. Committee Appointment and Reappointments– **Mayor Licklider**
- 10. RECEIPTS & COMMUNICATIONS**
- 11. ADJOURNMENT**



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
BOARD OF ALDERMEN WORK SESSION
JUNE 8, 2023

CALL TO ORDER: A Work Session of the Board of Aldermen for the City of Weldon Spring was held on Tuesday, June 8, 2023, at approximately 7:00 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 6:00 PM by Mayor Licklider.

Alderman Baker, Alderman Clutter, Alderman Conley, Alderman Martiszus, and Alderman Yeager were present. Aldermen Kolb did not join the meeting at 6:31 PM.. Also, present at the meeting was Michael Padella (City Administrator) and Bill Hanks (City Clerk).

BUSINESS FOR DISCUSSION:

6/8/23 – Park Agenda Items Discussion: Mr. Padella (City Administrator) prepared an undated spreadsheet that shows a summarized total cost and estimates for the 2023 Park Improvement project for the Board. He explained to the Board the costs for the construction and installation of the improvements, the prices for purchasing of structures, and the costs for the civil engineering services associated with this project. A brief discussion took place.

Economic Development Discussion: Bill Hanks (City Clerk) gave a presentation about population trends in the City versus the County, different housing options choices, and other mixed-use developments in St. Charles County. After the presentation, Alderman Yeager asked the Board to think about the City's appetite to attract more villas and/or mixed-use type development into the City before having a Work Session over strategic planning. A discussion took place.

The Work Session was adjourned at 7:25 PM.

Respectfully submitted,

William C. Hanks, City Clerk

CITY OF WELDON SPRING
BOARD OF ALDERMEN WORK SESSION
JUNE 8, 2023

CALL TO ORDER: A Work Session of the Board of Aldermen for the City of Weldon Spring was held on Tuesday, June 8, 2023, at approximately 6:00 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 6:00 PM by Mayor Licklider.

Alderman Baker, Alderman Clutter, Alderman Conley, Alderman Martiszus, and Alderman Yeager were present. Aldermen Kolb joined the meeting at 6:31 PM. Also, present at the meeting was Michael Padella (City Administrator) and Bill Hanks (City Clerk).

BUSINESS FOR DISCUSSION:

6/8/23 – Park Agenda Items Discussion: Mr. Padella (City Administrator) prepared an undated spreadsheet that shows a summarized total cost and estimates for the 2023 Park Improvement project for the Board. He explained to the Board the costs for the construction and installation of the improvements, the prices for purchasing of structures, and the costs for the civil engineering services associated with this project. A brief discussion took place.

Economic Development Discussion: Bill Hanks (City Clerk) gave a presentation about population trends in the City versus the County, different housing options choices, and other mixed-use developments in St. Charles County. After the presentation, Alderman Yeager and Alderman Clutter asked the Board to think about the City's appetite to attract more villas, condominiums, zero lot lines, and/or mixed-use type development into the City before having a Work Session over strategic planning. A discussion took place.

The Work Session was adjourned at 7:25 PM.

Respectfully submitted,

William C. Hanks, City Clerk

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
JUNE 8, 2023

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, June 8, 2023, 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 Clutter	Alderman Yeager
Ward 2:	Alderman Conley	Alderman Kolb
Ward 3:	Alderman Martiszus	Alderman Baker

A quorum was declared.

PUBLIC COMMENTS:

Bob Farr, 6301 Weldon Spring Road – He stated that he recently leased 6301 Weldon Spring Road and he requested the Board to consider a zoning change to allow him to process and sell firewood in a General Commercial (GC) Zoning District. Currently, this type of activity is not permitted in General Commercial due to the outdoor nature of the storage and processing activity.

MINUTES

April 27, 2023 - Work Session Minutes: Alderman Clutter moved to approve the minutes from the April 27, 2023, Work Session, as written, seconded by Alderman Yeager. **Motion carried** with 6 ayes.

May 11, 2023 – Work Session Minutes: Alderman Clutter moved to approve the minutes from the May 11, 2023, Work Session, as written, seconded by Alderman Yeager. **Motion carried** with 5 ayes. Alderman Martiszus abstained from voting.

May 11, 2023 – Regular Board Meeting Minutes: Alderman Clutter moved to approve the minutes from the May 11, 2023, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 5 ayes. Alderman Martiszus abstained from voting.

TREASURER'S REPORT

Alderman Yeager made a motion to accept the Treasurer's packet of paid bills from May 5, 2023, to May 18, 2023, unpaid bills from May 12, 2023, to May 25, 2023, paid bills from May 19, 2023, to June 1, 2023, and the April 2023 Credit Card Bill. The motion was seconded by Alderman Martiszus. **Motion carried** with 6 ayes.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

2023 Firework Stand Approval: Alderman Kolb moved to approve the following firework stands for David Shaiper Fireworks LLC at the Wolfrum Crossing Shopping Center, Hale Fireworks LLC at Independence Road, (adjacent to the Dairy Queen), Meramec Specialty Co. at Highway 94 and Siedentop Road, Meramec Specialty Co. at Technology Drive, south of Meadows Parkway, and Powder Monkey at 5130 Westwood at Cornerstone Crossing. Alderman Martiszus Yeager seconded the motion. **Motion carried** with 5 ayes, Alderman Clutter voted no.

RFB – Weldon Spring Park Improvements – Construction & Installation: Alderman Baker moved to accept the base bid with the alternate of a concrete trail at the Siedentop Pocket Park from Bombshell Construction in the amount of \$1,437,121.50, seconded by Alderman Clutter. **Motion carried** with 6 ayes.

Cooperative Purchase of Park Improvements' Pre-manufactured Structures: Alderman Clutter moved to exclude the purchase of the small shelter structure at this time for the Siedentop Pocket Pack (because the Board was dissatisfied with its design style) from the approval process, seconded by Alderman Yeager. **Motion carried** with 6 ayes.

Alderman Martiszus moved to approve the purchase of the stage shelter structure by Poligon, the large shelter structure by Poligon, and the dual restroom facility by Romtec, in the total amount of \$286,799.61. The motion was seconded by Alderman Yeager. **Motion carried** with 6 ayes.

Supplemental Agreement #2 – Horner Shifrin: Park Improvement Projects' Construction Management Services: Alderman Conley moved to approve Supplemental Agreement #2 in the amount of \$74,177, seconded by Alderman Yeager. **Motion carried** with 6 ayes.

An Ordinance Authorizing the Mayor for the City of Weldon Spring, Missouri, to execute an Agreement as well as an Easement, Granting the Missouri-American Water Company the Right to Construct and Maintain a Water Line on the City's Independence Road and Park Property and Matters Relating Thereto: Alderman Martiszus moved to introduce Bill #1199 for its first reading by title only. Alderman Clutter seconded the motion and the **motion carried**.

The emergency clause was built into Bill #1199 due to the urgency to complete the Park Improvement project.

Alderman Martiszus made a motion to approve Bill #1199 for its second and final reading by title only. Alderman Clutter seconded the motion. On a roll call vote, the Bill #1199 was placed as Ordinance 23-08 as followed:

AYES: 6 – Baker, Clutter, Conley, Kolb, Martiszus, and Yeager

NOES: 0

ABSENT: 0

An Ordinance Repealing and Replacing Municipal Code Title II: Public, Health, Safety, and Welfare, Chapter 205: Animal Regulations in Accordance with the City's Contract for Kennel and Animal Control Services with St. Charles County, Missouri: Alderman Kolb moved to introduce Bill #1200 for its first reading by title only. Alderman Clutter seconded the motion and the **motion carried**.

Bill #1200 was tabled in accordance with City Code.

REPORTS AND COMMITTEES:

Public Safety Report: The May Crime Statistic Report was submitted to the elected officials prior to the meeting.

Parks & Recreation Advisory Committee (PRAC) Report & Appointment:

Alderman Martiszus stated that the Committee is planning on conducting a survey at the City's 4th of July Celebration to gain feedback on a facility need assessment for the City.

City Administrator Report: The City Administrator Report was submitted to the Board prior to the meeting. There was a question about the timing for installation and deployment of the Genetec Safety Camera Systems. The City Administrator explained that unforeseen challenges were identified based upon the type and placement of certain cameras. The challenges included, Cuivre River Electric Coop not allowing co-mounting on their power poles, new mounting poles would require structurally and electrical design specs and plans, fiber may not be present at all locations, and installation would need to be scoped and bids sought. To simplify and streamline the process the City Administrator recommended substituting several camera types to those that use solar and wifi for internet connection.

Mayor Licklider stated to the Board that he needs to select a Chairman of ARC every year according to the City Codes. He decided that Larry Halbrook will continue to serve as Chairman for ARC.

RECEIPTS & COMMUNICATIONS:

Alderman Clutter requested that City Staff research how other municipalities regulate political signs and the rest of the Board concurred with reviewing the results

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:48 PM and Alderman Martiszus seconded the motion. **Motion carried** with 6 ayes.

Respectfully submitted,

William C. Hanks

**PAID BILLS TO BE APPROVED
JUNE 9, 2023 -- JUNE 15, 2023**

CHECKS ARE DATED 5/30-- 6/12/2023

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
22ND DAY OF JUNE 2023 _____, MAYOR

5/25/2023 THRU 6/12/2023

ACCOUNTS PAYABLE CLAIMS REPORT

VENDOR

VENDOR	REFERENCE	GL ACCT NO	AMOUNT	CHECK #	CHECK DATE
AZAR PRINTING INC	PRINTING- NEWSLETTER	10-10-5211	\$ 1,012.08	10230179	6/2/2023
AZAR PRINTING INC	POSTAGE - NEWSLETTER	10-10-5213	\$ 556.02	10230179	6/2/2023
CENTRAL BANK OF ST LOUIS	BANK ANALYSIS FEES MAY 2023	10-10-5216	\$ 235.56	10230180	6/2/2023
COTTEVILLE/WELDON SPRING	GMM - JUNE / YEAGER	10-10-5201	\$ 25.00	16718	6/12/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 173.29	10230173	6/1/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 206.96	10230174	6/1/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 29.12	10230175	6/1/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 43.00	10230176	6/1/2023
GLOBE LIFE	SUPPLEMENTAL INS	10-02-2119	\$ 157.36	10230178	6/1/2023
GLOBE LIFE	SUPPLEMENTAL INS	10-02-2120	\$ 12.00	10230178	6/1/2023
INSURANCE STORE INC	BOND POLICY 66298026	10-10-5208	\$ 463.00	16715	6/1/2023
INSURANCE STORE INC	FEE TO PAY BY CHECK ONLINE	10-10-5216	\$ 2.95	16715	6/1/2023
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-02-2110	\$ 1.32	10230181	6/2/2023
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-10-5131	\$ 222.00	10230181	6/2/2023
MCMA	MO CITY/COUNTY MGMT ASSOC	10-10-5204	\$ 150.00	16717	6/8/2023
MC SHANE BELL COMPANY	REFURBISH HISTORIC BELL	20-20-5233	\$ 3,100.00	16716	6/1/2023
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET	20-20-5251	\$ 471.10	10230172	6/1/2023
MUNIWEB	WEBSITE HOSTING	10-10-5210	\$ 204.00	10230171	5/30/2023
REPUBLIC SERVICES	TRASH SERVICE	20-20-5254	\$ 141.27	9680	6/1/2023
ROBERT WOHLER	LEGAL FEES MAY 2023	10-10-5301	\$ 505.00	9682	6/2/2023
ST CHARLES IT	IT SERVICES	10-10-5325	\$ 618.37	9681	6/1/2023
VERIZON WIRELESS	MONTHLY CELL	10-02-2113	\$ 49.08	10230177	6/1/2023
VERIZON WIRELESS	MONTHLY CELL	20-20-5257	\$ 184.07	10230177	6/1/2023
Accounts Payable Total			\$ 8,562.55		

**UNPAID BILLS TO BE APPROVED
JUNE 9, 2023 -- JUNE 22, 2023**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
22ND DAY OF JUNE 2023 _____, MAYOR

6/9/2023 TO 6/22/2023

VENDOR

BRAD HORNBERG CONSULTING

UNPAID BILLS

REFERENCE

OUTSIDE ATTY/WS vs. PSL

CHECK DATE

CHECK #

AMOUNT

GL ACCT NO

\$ 11,495.00

22-22-5302

\$ 11,495.00

BUDGET REPORT
CALENDAR 5/2023, FISCAL 8/2023

VALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 5/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
GENERAL FUND						
GENERAL DEPARTMENT DEPARTMENT						
10-10-4801	FRANCHISE FEES - CHARTER	59,100.00	.00	49,795.30	84.26	9,304.70
10-10-4802	FRANCHISE FEES - CUYVER RIVER	238,525.00	18,689.02	151,160.23	63.37	87,364.77
10-10-4803	FRANCHISE FEES - SPYRE GAS	84,500.00	9,527.36	69,981.06	82.82	14,518.94
10-10-4804	FRANCHISE FEES - AMERENUE	78,000.00	5,001.82	65,783.38	58.70	32,216.62
10-10-4805	FRANCHISE FEES-SYMMETRY ENERGY	1,500.00	.00	.00	.00	1,500.00
10-10-4806	FRANCHISE FEES - AT&T	39,000.00	.00	13,435.83	70.71	5,564.17
10-10-4814	PERMITS - GRADING	1,010.00	.00	1,378.60	136.50	368.60
10-10-4815	PERMITS - LAND USE	13,125.00	1,950.00	8,300.00	63.24	4,825.00
10-10-4816	PERMITS - FIREWORKS	20,000.00	4,000.00	16,550.00	82.75	3,450.00
10-10-4817	PERMITS - PLANNING & ZONING	5,050.00	.00	3,925.20	77.73	1,124.80
10-10-4818	PERMITS - SIGNS	510.00	.00	1,045.44	204.99	535.44
10-10-4819	PERMITS - SOLICITORS	250.00	.00	325.00	130.00	75.00
10-10-4831	LICENSES - BUSINESS	6,250.00	250.00	3,625.00	58.00	2,625.00
10-10-4832	LICENSES - LIQUOR	8,500.00	450.00	1,650.00	19.41	6,850.00
10-10-4901	INTEREST - GENERAL	1,508.00	1,734.64	20,076.65	1,331.34	18,568.65
10-10-4905	CD INTEREST GENERAL	.00	.00	.00	.00	.00
10-10-4925	Eng/Project Invoice Payments	.00	.00	.00	.00	.00
10-10-4950	RECORDS/PLAN REQUEST	250.00	.00	1,134,052.79	.00	1,134,052.79
10-10-4951	HLSC - GENERAL-REVENUE	253.00	3,242.00	5,378.42	2,125.86	5,125.42
10-10-4952	TRANSFER OUT TO STATE REV FUND	.00	.00	.00	.00	.00
10-10-4960	GENERAL DEPARTMENT TOTAL	537,331.00	44,834.84	1,526,462.90	284.08	989,131.90
CODE ENFORCEMENT/COURT DEPARTMENT						
10-16-4952	MISCELLANEOUS	393.00	.00	.00	.00	393.00
10-16-4991	CKT COSTS-CLEAK FEE-MUNI & E/R	3,600.00	490.47	2,516.73	69.91	1,083.27
10-16-4992	FINE-MUNI ORDIN OTHER & E/R	28,000.00	3,241.50	17,478.50	62.42	10,521.50
10-16-4997	BOND FORFEITURE	.00	.00	.00	.00	.00
CODE ENFORCEMENT/COURT TOTAL						
10-21-4850	LOT C UTILITY IMPROVEMENTS	31,903.00	3,731.97	19,995.23	62.68	11,907.77
PARK IMPROVEMENT DEPARTMENT						
PARK IMPROVEMENT TOTAL						
10105217	TOTAL REVENUE	569,234.00	48,566.81	1,546,458.13	271.67	977,224.13
INSURANCE-CYBER LIAB POLICY						
10105217	INSURANCE-CYBER LIAB POLICY	.00	.00	.00	.00	.00
TOTAL						
10-08-5122	TRA RETIREMENT	.00	.00	.00	.00	.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
PLANNING & ZONING TOTAL						
GENERAL DEPARTMENT DEPARTMENT						
10-10-5101	GOVERNMENT SALARIES	7,800.00	.00	3,900.00	50.00	3,900.00
10-10-5103	STAFF WAGES	282,022.00	20,476.33	169,357.65	60.05	112,664.35
10-10-5110	TEMPORARY SERVICES	.00	.00	.00	.00	.00
10-10-5111	OVERTIME	.00	.00	.00	.00	.00
10-10-5123	FICA	22,768.00	1,586.26	13,409.13	58.89	9,358.87
10-10-5126	UNEMPLOYMENT TAXES	281.00	.00	56.51	20.11	224.49
10-10-5127	LAGERS BENEFIT	13,250.00	1,114.32	9,326.00	70.38	3,924.00
10-10-5129	GLOBE LIFE SUPPLEMENT INS	.00	.00	.00	.00	.00
10-10-5130	DENTAL INSURANCE BENEFITS	3,114.00	280.80	1,998.77	64.19	1,115.23
10-10-5131	LIFE INSURANCE EMP BENEFIT	2,452.00	221.50	1,750.46	71.39	701.54
10-10-5132	HEALTH INS BENEFIT(GROUP PLAN)	41,071.00	6,543.80	29,650.58	72.19	11,420.42
10-10-5134	MEDICARE STIPEND	2,625.00	350.00	2,800.00	106.67	175.00
10-10-5135	CITY OFFICIAL APPRECIATION	1,000.00	.00	.00	.00	1,000.00
10-10-5201	HEALS-TRAVEL-LOOKING	2,650.00	173.44	3,426.41	129.30	776.41
10-10-5202	CAN ALLOWANCE (MILEAGE)	2,500.00	474.30	1,791.06	71.64	708.94
10-10-5203	TRAINING & EDUCATION COSTS	3,500.00	700.00	3,008.00	85.94	492.00
10-10-5204	DUES & SUBSCRIPTIONS	2,650.00	750.00	2,440.31	92.09	209.69
10-10-5205	MAYOR'S DISCRETIONARY	500.00	.00	331.69	66.34	168.31
10-10-5206	INSURANCE - PROPERTY	5,000.00	.00	4,364.00	87.28	636.00
10-10-5207	INSURANCE - LIABILITY	12,000.00	6,544.00	11,539.00	96.16	461.00
10-10-5208	INSURANCE - BONDING	500.00	.00	.00	.00	500.00
10-10-5209	ECONOMIC DEVELOPMENT	5,000.00	.00	5,000.00	100.00	.00
10-10-5210	WEBSITE DESIGN & HOSTING	3,200.00	204.00	2,319.00	78.72	881.00
10-10-5211	NEWSLETTER PUBLISHING	5,000.00	.00	2,114.68	42.29	2,885.32
10-10-5212	PRINTING/MUN NEWSLETTER	1,000.00	.00	.00	.00	1,000.00
10-10-5213	POSTAGE - ALL	2,500.00	.00	1,245.18	49.81	1,254.82
10-10-5214	PUBLIC NOTICES	1,818.00	456.30	1,166.80	64.18	651.20
10-10-5215	ELECTIONS	3,800.00	.00	5,017.88	132.05	1,217.88
10-10-5216	Bank Service Fees	5,400.00	213.11	2,986.54	55.31	2,413.46
10-10-5217	INSURANCE-CYBER LIAB POLICY	2,700.00	.00	2,360.00	87.41	340.00
10-10-5220	COPYER/POSTAGE MACHINE EXPENSE	750.00	.00	449.73	59.96	300.27
10-10-5223	ADVERTISEMENTS/MARKETING	6,000.00	150.00	1,400.75	23.35	4,599.25
10-10-5243	CITY HALL - OFFICE SUPPLIES	2,800.00	355.66	3,296.40	117.73	496.40
10-10-5264	ROW LANDSCAPING/MAINT/SIGNS	.00	.00	.00	.00	.00
10-10-5275	ANNUAL CONTROL CONTRACT	7,346.00	7,345.76	7,345.76	100.00	.24
10-10-5280	MOSQUITO CONTROL	2,100.00	.00	184.51	8.79	1,915.49
10-10-5282	ORTHO IMAGERY CONTRACT	1,033.00	1,032.84	1,032.84	99.98	.16
10-10-5301	CITY ATTORNEY	6,500.00	725.00	5,005.00	77.00	1,495.00
10-10-5303	JUDGE	1,000.00	.00	900.00	90.00	100.00
10-10-5304	PROSECUTING ATTORNEY -COURT	10,000.00	650.00	4,570.00	45.70	5,430.00
10-10-5305	COURT REPORTING SERVICES	.00	.00	.00	.00	.00
10-10-5311	CITY ENGINEER	25,000.00	.00	.00	.00	25,000.00
10-10-5312	PROFESSIONAL SERVICES-ENGINEER	.00	.00	.00	.00	.00
10-10-5313	CITY PLANNER	12,000.00	.00	14,592.50	121.60	2,592.50
10-10-5321	AUDITOR	13,500.00	.00	11,455.75	84.86	2,044.25
10-10-5324	SOFTWARE SUBSCRIPTIONS/SUPPORT	.00	325.82	.00	.00	325.82

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 5/2023, FISCAL 8/2023ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 5/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
10-10-5325	CONSULTANT - NETWORK	8,000.00	618.37	4,328.59	54.11	3,671.41
10-10-5326	CONSULTANT - RECODIFICATION	3,090.00	.00	.00	.00	3,090.00
10-10-5327	CONSULTANT - MISC	1,000.00	.00	.00	.00	1,000.00
10-10-5450	FENCE/RETAIN WALL UPGRADES	.00	.00	.00	.00	.00
10-10-5460	CAPITAL EQUIP - CITY HALL	.00	.00	.00	.00	.00
10-10-5465	CAP PROJ - ARPA FUNDING	.00	.00	.00	.00	.00
10-10-5560	NON-CAPITAL EQUIP -CITY HALL	3,500.00	290.61	741.59	21.19	2,758.41
10-10-5590	TRANSFER OUT	.00	.00	.00	.00	.00
10-10-5592	MISC - GENERAL FUND	500.00	30.24	34.25	6.85	465.75
GENERAL DEPARTMENT TOTAL		540,220.00	66,204.96	336,897.32	62.36	203,322.68
ARPA EXPENDITURES DEPARTMENT						
10-13-5312	PROFESSIONAL SVC - ENKQWERING	.00	.00	.00	.00	.00
ARPA EXPENDITURES TOTAL		.00	.00	.00	.00	.00
CODE ENFORCEMENT/COURT DEPARTMENT						
10-16-5111	COURT - OVERTIME	.00	.00	.00	.00	.00
10-16-5122	COURT IMA RETIREMENT	.00	.00	.00	.00	.00
10-16-5123	COURT - FICA	.00	.00	.00	.00	.00
10-16-5243	OFFICE SUPPLIES - COURT	150.00	.00	626.00	417.33	476.00-
10-16-5305	COURT REPORTING SERVICES	500.00	.00	.00	.00	500.00
10-16-5306	O'FALLON JUNT COURT COSTS REBA	2,700.00	.00	756.00	28.00	1,944.00
10-16-5606	O'FALLON MUNICIPAL COURT	27,000.00	.00	9,000.00	33.33	18,000.00
10-16-5952	COURT/CODE ENFORCEMENT - MISC	5,326.00	5,326.00	5,326.00	100.00	.00
CODE ENFORCEMENT/COURT TOTAL		35,676.00	5,326.00	15,708.00	44.03	19,968.00
EMERGENCY MANAGEMENT DEPARTMENT						
10-18-5245	EMERGENCY MANAGEMENT SUPPLIES	.00	.00	.00	.00	.00
10-18-5952	MISCELLANEOUS	.00	.00	.00	.00	.00
EMERGENCY MANAGEMENT TOTAL		.00	.00	.00	.00	.00
TOTAL EXPENSES		575,896.00	71,530.96	352,605.32	61.23	223,290.68
GENERAL TOTAL		6,662.00-	22,964.15-	1,193,852.81	7,920.34-	1,200,514.81-
COURT BOND FUND						
COURT BOND DEPARTMENT		.00	.00	6,731.73	.00	6,731.73-
12-12-5950	TRANSFER OUT	.00	.00	.00	.00	.00

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PCT OF FISCAL YTD 86.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
15-15-4952	ESCROW MISCELLANEOUS INCOME	.00	.00	.00	.00	.00
	ESCROW TOTAL	.00	.00	.00	.00	.00
15-15-5952	TOTAL REVENUE	.00	.00	.00	.00	.00
	ESCROW MISC	.00	.00	.00	.00	.00
	ESCROW TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00
	GENERAL FUND - ESCROWS TOTAL	.00	.00	.00	.00	.00
MUNICIPAL BUILDING & PARK FUND						
MUNICIPAL BUILDING & PARK DEPARTMENT						
20-20-4701	LOCAL SALES TAX	368,000.00	30,261.76	267,709.80	72.75	100,290.20
20-20-4702	METRO PARK DISTRICT TAX	20,000.00	.00	11,189.33	55.95	8,810.67
20-20-4801	INTEREST -MUNIC BLDG & PARK	2,965.00	1,109.03	14,666.31	494.65	11,701.31
20-20-4905	CD INTEREST PARKS	.00	.00	.00	.00	.00
20-20-4950	TRANSFER IN	.00	.00	.00	.00	.00
20-20-4952	MISCELLANEOUS-PARKS	.00	.00	.00	.00	.00
20-20-4970	SPONSORSHIPS/PARK DONATIONS	6,500.00	760.00	875.00	13.46	5,625.00
20-20-4971	PARK FACILITY RENTALS	3,500.00	750.00	1,775.00	49.29	1,775.00
	MUNICIPAL BUILDING & PARK TOTAL	400,965.00	32,820.79	296,165.44	73.86	104,799.56
PARK IMPROVEMENT DEPARTMENT						
20-21-4800	PWYT-IN LIEU-PARK LAND DONATE	100,000.00	94,153.08	94,153.08	94.15	5,846.92
	PARK IMPROVEMENT TOTAL	100,000.00	94,153.08	94,153.08	94.15	5,846.92
	TOTAL REVENUE	500,965.00	126,973.87	390,318.52	77.91	110,646.48
ARPA EXPENDITURES DEPARTMENT						
20-13-5314	PROFESSIONAL SVC-CONSULTANT	.00	202,256.87	202,256.87	.00	202,256.87
20-13-5470	CAPITAL IMPROVEMENTS-TRAILS	.00	.00	.00	.00	.00
20-13-5490	REAL PROPERTY IMPROVEMENTS	.00	.00	.00	.00	.00
20-13-5575	PARK PLAN-ENGINEER & PROF SVC	.00	.00	.00	.00	.00
	ARPA EXPENDITURES TOTAL	.00	202,256.87	202,256.87	.00	202,256.87

PCT OF FISCAL YTD 86.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
MUNICIPAL BUILDING & PARK DEPARTMENT						
20-20-5103	STAFF WAGES	121,731.00	9,591.85	75,843.86	62.30	45,887.14
20-20-5104	PARK STAFF SALARIES	.00	.00	342.00	.00	342.00
20-20-5105	SEASONAL EMPLOYEES	.00	.00	.00	.00	.00
20-20-5122	IRA RETIREMENT BENEFIT	.00	.00	.00	.00	.00
20-20-5123	FICA EMPLOYER COST	9,312.00	730.32	5,799.03	62.27	3,512.97
20-20-5126	UNEMPLOYMENT TAXES	77.00	.00	14.12	18.34	62.88
20-20-5127	LACERS BENEFIT	7,043.00	588.24	4,836.75	70.39	2,076.25
20-20-5134	MEDICARE STIPEND	.00	.00	.00	.00	.00
20-20-5203	TRAINING & EDUCATION	1,800.00	374.00	374.00	20.78	1,426.00
20-20-5216	EVENTS IN THE PARK	4,000.00	4,297.77	4,297.77	107.44	297.77
20-20-5217	FOURTH OF JULY	12,500.00	1,727.67	4,000.00	32.00	8,500.00
20-20-5218	SENIOR CITIZENS DAY	800.00	.00	.00	.00	800.00
20-20-5219	SANTA CLAUS/WINTER CHILL OUT	2,000.00	.00	492.86	24.64	1,507.14
20-20-5220	FISHING DERBY	750.00	.00	.00	.00	750.00
20-20-5231	SIGNS	3,500.00	.00	331.27	9.46	3,168.73
20-20-5232	PARK - UTILITIES	450.00	.00	104.99	23.33	345.01
20-20-5233	BLDG - REPAIRS & MAINT	2,575.00	.00	84.58	3.28	2,490.42
20-20-5236	PARK - REPAIRS	20,000.00	620.01	1,537.69	7.69	18,462.31
20-20-5237	PARK EQUIPMENT-REPAIRS/MAINT	4,500.00	268.33	5,427.01	120.80	927.01
20-20-5239	PARK RESTROOM SERVICES	.00	.00	.00	.00	.00
20-20-5240	PARK EQUIPMENT RENTALS	7,500.00	.00	1,730.85	23.08	5,769.15
20-20-5241	CITY HALL - REPAIRS/MAINT	22,000.00	420.00	22,060.37	100.27	60.37
20-20-5243	PARKS - GENERAL SUPPLIES	2,500.00	24.97	2,340.13	93.61	159.87
20-20-5244	CITY HALL - HOUSEKEEPING	2,880.00	240.00	1,920.00	66.67	960.00
20-20-5250	UTILITIES - SENIOR	278.00	75.25	205.75	74.01	72.25
20-20-5251	TELEPHONE-INTERNET-E-MAIL HOST	4,900.00	471.10	3,243.67	66.20	1,656.33
20-20-5253	ELECTRIC	6,000.00	513.04	3,735.79	62.26	2,264.21
20-20-5254	TRASH	2,000.00	141.27	1,152.90	57.65	847.10
20-20-5255	BOTTLED WATER	325.00	35.18	286.43	88.13	38.57
20-20-5256	UTILITIES-OTHER-ALARM	192.00	.00	48.00	25.00	144.00
20-20-5257	CELL PHONE - PARKS	2,400.00	184.07	1,182.20	49.26	1,217.80
20-20-5260	SENIOR - ANNUAL ASSESSMENT	.00	.00	.00	.00	.00
20-20-5314	PROFESSIONAL SVCS-CONSULTANT	82,000.00	1,400.00	21,838.33	26.63	60,161.67
20-20-5325	CONSULTANT - NETWORK	.00	.00	.00	.00	.00
20-20-5450	GROUND MAINTENANCE	2,800.00	300.00	1,565.86	55.92	1,234.14
20-20-5460	CAP EQUIPMENT - CITY HALL	.00	.00	.00	.00	.00
20-20-5461	CAP EQUIPMENT - MAINT BUILD	.00	.00	.00	.00	.00
20-20-5463	CAP EQUIPMENT - PARK	26,800.00	.00	8,299.17	30.97	18,500.83
20-20-5466	CAP IMPROVEMENT - PARKS(ARPA)	.00	.00	.00	.00	.00
20-20-5470	CAPITAL IMPROVEMENT - TRAILS	40,621.87	.00	.00	.00	.00
20-20-5480	CAPITL-MUSIC STAGE-WALKING TRL	750,000.00	.00	.00	.00	750,000.00
20-20-5481	CAPITAL - LOC CABIN	.00	.00	.00	.00	.00
20-20-5482	CAPL-PARKS BLDG-IMP FACILITIES	.00	.00	.00	.00	.00
20-20-5490	CAP-REAL PROPERTY IMPROVEMENTS	460,000.00	.00	.00	.00	460,000.00
20-20-5550	LANDSCAPING	7,500.00	.00	.00	.00	7,500.00
20-20-5560	EQUIPMENT-CITY HALL-NON-CAPITA	1,500.00	.00	275.04	18.34	1,224.96
20-20-5563	EQUIPMENT-PARK: NON-CAPITAL	3,500.00	.00	3,313.92	94.68	186.08
20-20-5564	EQUIPMENT - PLAYGROUND	.00	.00	.00	.00	.00

VALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 5/2023, FISCAL 8/2023

PCT OF FISCAL YTD 68.8%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
20-20-5570	TRAIL MAINT / REPAIRS	31,000.00	.00	.00	.00	31,000.00
20-20-5575	PARKS PLANTING/ENGINEERING	50,000.00	.00	.00	.00	50,000.00
20-20-5850	TRANSFER OUT	.00	.00	.00	.00	.00
20-20-5952	MISC -MINT BLDG & PARK	500.00	.00	1,349.82	269.96	849.82
	MUNICIPAL BUILDING & PARK TOTL	1,657,583.00	22,916.57	178,134.16	10.75	1,479,448.84
20-21-5150						
	PARK IMPROVEMENT DEPARTMENT					
	LOT C SITE IMPROVE PLAN	245,000.00	.00	2,200.00	.90	242,800.00
	PARK IMPROVEMENT TOTAL	245,000.00	.00	2,200.00	.90	242,800.00
	TOTAL EXPENSES	1,902,583.00	179,340.30	382,591.03	20.11	1,519,991.97
	MUNICIPAL BUILDING & PARK TOTL	1,401,618.00	52,366.43	7,727.49	.55	1,409,345.49
22-19-4701						
	STATE REVENUE SHARING FUND					
	ROADS & POLICE 1K SALES TAX	570,000.00	60,374.43	403,826.62	70.85	166,173.38
	ROADS & POLICE TOTAL	570,000.00	60,374.43	403,826.62	70.85	166,173.38
22-22-4711						
	STATE REVENUE SHARING DEPARTMENT					
	MOTOR FUEL TAX	150,000.00	14,033.00	125,126.47	83.42	24,873.53
	MOTOR VEHICLE SALES TAX	59,740.00	3,888.25	37,471.92	62.73	22,268.08
	MOTOR VEHICLE FEE INCREASE	27,630.00	1,204.36	16,792.30	60.38	11,017.70
	INTEREST - STATE REV SHARING	.00	.00	.00	.00	.00
	TRANSFERS IN / OUT	28,000.00	.00	28,000.00	.00	28,000.00
	STATE REV SHARING MISC REVENUE	.00	.00	60.60	.00	60.60
	CYC SURCHARGE MINT & E/R	.00	.00	.00	.00	.00
	TRANSFER IN FROM GENERAL FUND	177.00	15.12	77.59	43.84	99.41
	POST CITY - LET MINT	505.00	79.30	421.50	83.47	83.50
	INMATE SECURITY/OFFSET LAW ENF	.00	78.00	698.10	.00	698.10
	STATE REVENUE SHARING TOTAL	238,232.00	8,721.77	152,648.48	64.08	85,583.52
	TOTAL REVENUE	808,232.00	51,652.66	556,475.10	68.85	251,756.90
22-19-5305						
	ROADS & POLICE DEPARTMENT					
	NEW POLICE SVCS CONTRACT	270,110.00	.00	135,055.00	50.00	135,055.00
	ROADS & POLICE TOTAL	270,110.00	.00	135,055.00	50.00	135,055.00

VALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 5/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.8%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
22-22-5203	STATE REV ADMIN STAFF SALARIES	67,736.00	5,104.16	41,337.91	61.03	26,398.09
22-22-5222	TBA RETIREMENT	.00	.00	.00	.00	.00
22-22-5223	FICA	5,182.00	388.85	3,148.46	60.76	2,033.54
22-22-5227	LARGES BENEFIT	2,888.00	240.36	2,009.17	69.57	878.83
22-22-5234	MEDICARE STIPEND	.00	.00	.00	.00	.00
22-22-5231	STONS	1,000.00	.00	.00	.00	1,000.00
22-22-5264	RIGHT OF WAY LANDSCAPING/MAINT	10,000.00	.00	.00	.00	10,000.00
22-22-5265	RIGHT-OF-WAY MOWING	13,000.00	2,160.00	3,240.00	23.48	10,560.00
22-22-5301	CITY ATTORNEY	500.00	.00	.00	.00	500.00
22-22-5302	OUTSIDE ATTORNEY	4,000.00	.00	58,545.95	1,463.65	54,545.95
22-22-5304	LAW ENFORCEMENT	.00	.00	.00	.00	.00
22-22-5311	CITY ENGINEER	.00	.00	.00	.00	.00
22-22-5312	EXTERNAL CITY ENGINEER	1,200.00	.00	.00	.00	1,200.00
22-22-5314	PROFESSIONAL SVCS-CONSULTANT	.00	.00	3,250.00	.00	3,250.00
22-22-5440	CITY STREETS	25,000.00	125.00	875.00	3.50	24,125.00
22-22-5442	ROAD CONSTR - MUL FROM RD	150,000.00	.00	89,999.74	60.00	60,000.26
22-22-5445	CITY STREETS - REPAIRS	.00	.00	4,435.00	.00	4,435.00
22-22-5448	CITY STREETS - PHASE 3 INDEP	.00	.00	.00	.00	.00
22-22-5453	CITY ENG-SAMUELSON CURVE	.00	.00	.00	.00	.00
22-22-5454	CITY STREETS-ST REV TO RAB FND	.00	.00	.00	.00	.00
22-22-5470	TRAILS	.00	.00	.00	.00	.00
22-22-5475	SIDEWALK	.00	.00	.00	.00	.00
	STATE REVENUE SHARING TOTAL	281,306.00	8,018.37	206,841.23	73.53	74,464.77
	TOTAL EXPENSES	551,416.00	8,018.37	341,896.23	62.00	209,519.77
	STATE REVENUE SHARING TOTAL	256,816.00	43,634.29	214,578.87	83.55	42,237.13
	ROAD & BRIDGE FUND FUND					
	ROADS & BRIDGES DEPARTMENT					
23-23-4714	ROAD & BRIDGE PROPERTY TAXES	.00	.00	.00	.00	.00
23-23-4750	Funds Received Held by County	.00	.00	.00	.00	.00
23-23-4790	ROAD AND BRIDGE TAX	242,000.00	.00	.00	.00	242,000.00
23-23-4875	ST CHAR CITY RD BOARD GRANT	171,196.00	.00	.00	.00	171,196.00
23-23-4950	TRANSFERS IN / OUT	.00	28,000.00	28,000.00	.00	28,000.00
23-23-4951	TRANSFER IN FROM ST REV SHARIN	.00	.00	.00	.00	.00
	ROADS & BRIDGES TOTAL	413,196.00	28,000.00	28,000.00	6.78	385,196.00
	TOTAL REVENUE	413,196.00	28,000.00	28,000.00	6.78	385,196.00
23-23-5440	COUNTY FUNDED PROJECTS	.00	.00	.00	.00	.00

VALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 5/2023, FISCAL 8/2023

VALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 5/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
23-23-5445	CITY STREETS REPAIRS & MAINT	775,087.00	.00	27,811.41	3.59	747,275.59
23-23-5550	Road Expenses Paid by County	.00	.00	.00	.00	.00
	ROADS & BRIDGES TOTAL	775,087.00	.00	27,811.41	3.59	747,275.59
	TOTAL EXPENSES	775,087.00	.00	27,811.41	3.59	747,275.59
	ROAD & BRIDGE FUND TOTAL	361,891.00-	28,000.00	188.59	.05-	362,079.59-
	SEWER - ESCROW FUND					
	MISC SEWER FEES	.00	.00	.00	.00	.00
30-30-4854	INTEREST - SEWER ESCROW	1,400.00	.00	.00	.00	1,400.00
30-30-4901	TRANSFERS IN / OUT	.00	10,246.16-	10,246.16-	.00	10,246.16
30-30-4950	SEWER TOTAL	1,400.00	10,246.16-	10,246.16-	731.87-	11,646.16
	TOTAL REVENUE	1,400.00	10,246.16-	10,246.16-	731.87-	11,646.16
30-30-5270	BOND DEBT REDUCTION - SEWER	.00	.00	.00	.00	.00
30-30-5272	BOND ADMINISTRATIVE FEES	.00	.00	.00	.00	.00
30-30-5952	MISC -SEWER ESCROW	.00	.00	.00	.00	.00
	SEWER TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00
	SEWER - ESCROW TOTAL	1,400.00	10,246.16-	10,246.16-	731.87-	11,646.16
	SEWER - REPLACEMENT FUND					
	SEWER REPLACEMENT DEPARTMENT	.00	4,493.89	4,493.89	.00	4,493.89-
31-31-4950	TRANSFERS IN / OUT	.00	4,493.89	4,493.89	.00	4,493.89-
	SEWER REPLACEMENT TOTAL	.00	4,493.89	4,493.89	.00	4,493.89-
	TOTAL REVENUE	.00	4,493.89	4,493.89	.00	4,493.89-
31-31-5566	EQUIPMENT - SEWER	.00	.00	.00	.00	.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
	SEWER REPLACEMENT TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00
	SEWER - REPLACEMENT TOTAL	.00	4,493.89	4,493.89	.00	4,493.89-
	SEWER - OPERINGS & MAINT FUND					
	SEWER OPS/MAINT DEPARTMENT	.00	5,752.27	5,752.27	.00	5,752.27-
33-33-4950	TRANSFERS IN / OUT	.00	5,752.27	5,752.27	.00	5,752.27-
	SEWER OPS/MAINT TOTAL	.00	5,752.27	5,752.27	.00	5,752.27-
	TOTAL REVENUE	.00	5,752.27	5,752.27	.00	5,752.27-
33-33-5249	OPERATIONS & MAINT - SEWER	800.00	.00	.00	.00	800.00
	SEWER OPS/MAINT TOTAL	800.00	.00	.00	.00	800.00
	TOTAL EXPENSES	800.00	.00	.00	.00	800.00
	SEWER - OPERINGS & MAINT TOTAL	800.00-	5,752.27	5,752.27	719.03-	6,552.27-
	INDEPENDENCE ROAD PHASE 4 FUND					
	INDEPENDENCE ROAD DEPARTMENT	.00	.00	.00	.00	.00
36-36-5440	CITY STREETS-IND 4	.00	.00	.00	.00	.00
	INDEPENDENCE ROAD TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00
	INDEPENDENCE ROAD PHASE 4 TOTAL	.00	.00	.00	.00	.00
	CID-COMMUNITY IMPROVEMENT FUND					
	CID-COMMUNITY IMPROVEMENT DEPARTMENT	.00	.00	.00	.00	.00
40-40-4950	TRANSFER IN	.00	.00	.00	.00	.00

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
40-40-4952	MISC REVENUE - CID	.00	.00	125,643.51	.00	125,643.51-
	CID-COMMUNITY IMPROVEMENT TOTA	.00	.00	125,643.51	.00	125,643.51-
	TOTAL REVENUE	.00	.00	125,643.51	.00	125,643.51-
40-40-5420	COMMUNITY IMPROVEMENT	.00	.00	.00	.00	.00
40-40-5950	TRANSFER OUT	.00	.00	.00	.00	.00
	CID-COMMUNITY IMPROVEMENT TOTA	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00
	CID-COMMUNITY IMPROVEMENT TOTA	.00	.00	125,643.51	.00	125,643.51-
	Report Total	1,552,755.00-	3,696.29-	413,211.26	27.32-	1,925,966.26-

BILL NO. _____

ORDINANCE NO. _____

*AN ORDINANCE REPEALING AND REPLACING MUNICIPAL CODE TITLE II:
PUBLIC HEALTH, SAFETY AND WELFARE, CHAPTER 205: ANIMAL
REGULATIONS, IN ACCORDANCE WITH THE CITY'S CONTRACT FOR KENNEL
AND ANIMAL CONTROL SERVICES WITH ST. CHARLES COUNTY, MISSOURI.*

WHEREAS, the City has entered into an agreement with St. Charles County for Kennel and Animal Control Services pursuant to Ordinance 22-01; and

WHEREAS, the City is required to adopt St. Charles County's Animal Control Ordinance and fees for services; and

WHEREAS, the Board of Aldermen, after careful and due deliberation, has concluded the proposed text amendments are desired and necessary and, accordingly, would be in the best interest of the citizens of the City.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI IN ACCORDANCE WITH THE REVISED STATUTES OF MISSOURI AS FOLLOWS:

SECTION 1: Chapter 205 of the Municipal Code is repealed in its entirety and replaced with a new Chapter 205 as shown in Exhibit "A" attached hereto and made a part hereof.

SECTION 2: All other code sections shall remain in full force and effect.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 2023.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill #

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Baker	_____	_____	_____
Clutter	_____	_____	_____
Conley	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Yeager	_____	_____	_____
Licklider	_____	_____	_____

Absent: _____

Chapter 205. Animal Regulations

Article I In General

Section 205.010 Definitions

ABANDON: To forsake entirely, to neglect or refuse to provide or perform legal obligations for the care and support of an animal. Such abandonment shall constitute the relinquishment of all rights and claims by the owner to such animal.

ADEQUATE CARE: Normal and prudent attention to the needs of an animal, including ~~wholesome food, clean water, shelter and~~ health care as necessary to maintain good health or address illness or injury in a specific species of animal.

ADEQUATE CONTROL: Reasonable restraint sufficient to prevent an animal from running at large; ~~or from injuring itself, or from~~ any person, or any other animal, or from damaging any property.

ADEQUATE FOOD: Foodstuff provided free of contamination by insects, fungus, mold, mildew or other form of spoilage, provided at suitable intervals and in suitable supply for species and age of such animal, sufficient to maintain a reasonable level of nutrition, and provided in a safe dish or container and which is provided at least every twenty-four (24) hours.

~~**ADEQUATE SHELTER**: Structurally sound, properly ventilated and weatherproofed housing which is large enough to let the animal housed in it stand up, turn around, and lie down; is equipped with bedding that will not absorb water and/or freeze; and will not exacerbate existing weather conditions by, for example, absorbing heat on hot sunny days.~~

ADEQUATE SHELTER: The continuous provision of a structure having a roof, walls, and a floor, which is dry, weatherproof, and made of durable material. At a minimum, the structure must:

1. Be sufficient in size to allow each sheltered animal housed in it to stand up, turn around, and lie down;
2. Shelter the animal from the adverse effects of the elements, including access to shade from direct sunlight and protection from exposure to inclement weather conditions;
3. Be free of standing water and accumulated waste;
4. Have adequate ventilation;
5. Provide a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner; and
6. Have not been declared uninhabitable under Section 500.500 or by the Building Official.

ADEQUATE WATER: Potable water of a drinkable temperature which is free from contamination by fecal matter, urine, mold, mildew, bacteria or other forms of spoilage which would make the water unsuitable to be consumed; and provided in a safe dish, container or by another suitable manner, in sufficient volume, and at suitable intervals to maintain normal hydration for the weather conditions and the age, species, condition, size, and type of each animal, but under no circumstances shall such interval exceed twelve (12) hours.

ADULT CAT: Any domestic member of the felis catus family over the age of six (6) months.

ADULT DOG: Any domestic member of the canis familiaris family over the age of six (6) months.

ANIMAL: Any living vertebrate except human.

AT LARGE: Off the premises of the owner, or of anyone having care, custody, or control of the animal, and not under the adequate control of the owner or of anyone having care, custody or control of the animal. At large shall not include any dog or puppy lawfully off-leashes in a designated off-leash animal park.

Chapter 205 Tracked Changes: Anything in red text is removed and anything highlighted are additions

BOARDING KENNEL: A place or establishment other than a pound where animals not owned by the proprietor are sheltered, fed and watered for a fee.

BREEDING KENNEL: A place or establishment maintaining five (5) or more female cats or dogs as breeding stock.

COMMUNITY CAT: A cat that is unowned, free roaming, stray, lost or an abandoned former pet living in the wild that may or may not be feral or socialized.

COMPENDIUM: The current Compendium of Animal Rabies Control issued by the National Association of State Public Health Veterinarians, Inc.

COMPETENT PERSON: Any person, regardless of age, who has custodial or supervisory authority or control over an animal ~~eustody of the animal in question or is capable of controlling and governing the animal in question to whose commands the animal is obedient.~~

CONTAMINATION: Pollution, waste, fungus, mold, mildew, bacteria or other unclean material that has rendered water or food to become unusable.

DANGEROUS DOG: Any dog with the following characteristics:

1. Any dog which has inflicted a severe or fatal injury on a human, whether upon public or private property, provided that the Division has a signed physician's statement documenting the injury and its treatment, and qualifying the injury as a severe or fatal injury.
2. Any dog declared by the Department Director to be dangerous pursuant to Section 205.142(C) and (D) of this Chapter or lawfully declared dangerous by a City or municipality within the County.

DEALER: Any person, group of persons or corporation engaged in selling or donating dogs, cats or other small animals to other dealers, or to kennels, pet shops or research facilities.

~~**DIRECTOR:** The Director of the Division of Humane Services or any person or agent employed or designated by the Director.~~

DEPARTMENT: The St. Charles County Department of Public Health.

DEPARTMENT DIRECTOR: The Director of the St. Charles County Department of Public Health.

DIVISION: The Division of Humane Services of St. Charles County, Missouri.

DIVISION DIRECTOR: The Director of the Division of Humane Services of St. Charles County, Missouri.

DOMESTICATED ANIMAL: Any animal, including but not limited to a cat, dog, kitten or puppy, that has been tamed and kept by humans primarily for labor, food or for human companionship. Domesticated animal shall not include fish or any of the following caged animals: birds, reptiles, amphibians, other small mammals weighing less than six (6) pounds, or exotic/dangerous animals.

DUNBAR SCALE: The Dunbar Dog Bite Scale, an assessment of the severity of biting problems based on an objective evaluation of wound pathology, as codified in Section 205.146 of this Chapter.

DWELLING: A building, or portion thereof, designed and used exclusively for residential occupancy.

ESTRUS: The period in the sexual cycle of most female mammals, during which they are in heat.

Chapter 205 Tracked Changes: Anything in red text is removed and anything highlighted are additions

EXOTIC/DANGEROUS ANIMAL: Any animal not indigenous to the United States and/or not normally kept as a pet, including but not limited to non-human primates, alligators, large carnivores, deadly or poisonous animals, wolves, coyotes or any animal bred with a wolf or coyote.

EXPOSED TO RABIES: Any animal, whether licensed and vaccinated for rabies or not, which has been bitten by or has been fighting with, or has consorted with, an animal known to have rabies or showing symptoms of rabies.

FERAL CAT: A domestic cat born in the wild or that has reverted back to a wild state and is not tame or socialized.

FERAL CAT PROGRAM: Any program adopted as provided for in Ordinance of St. Charles County Section 205.225 or approved by the Division Director ~~of the Division of Humane Services~~ that provides spay/neuter services and education for and related to only feral and community cats.

GROOMING SHOP OR PARLOR: Any establishment or place where animals are bathed and/or groomed for a fee.

HARBOR: To feed, shelter, or confine an animal.

IMPOUND: To apprehend, catch, trap, net or, if necessary, kill any animal by the Division ~~of Humane Services of the County~~ or its agent.

IMPOUNDING FACILITIES: Any premises designated by the County for the purpose of caring for animals impounded by the Division ~~of Humane Services of the County~~ or its agent.

~~**KENNEL:** Any person, group of persons or corporation engaged in buying, selling, breeding, or boarding dogs, cats or other small animals.~~

KITTEN: Any domestic member of the felis catus family age of six (6) months or under.

MICROCHIP: A chip encoded with a unique identification number that can be implanted in an animal for identification purposes, and is obtained from a manufacturer, a veterinary clinic, a pet services facility, or the Division.

OWNER: Any person who owns ~~with custody of~~ an animal ~~who purchased, was gifted or otherwise legally acquired such animal~~. If an animal has more than one owner, all such persons are jointly and severally liable for the acts or omissions of an animal owner under this Chapter, even if the animal was in possession and control of a competent person at the time of an offense.

PEN: A secure enclosure, ~~primarily used for dogs~~, with four (4) sides, a top, and a lockable gate/door that is large enough to allow animals free movement while inside, protection from the elements and will prevent an animal from escaping or entering.

PET SHOP: Any commercial establishment where dogs, cats or other small animals are bought, sold, or exchanged.

PROPRIETOR: An owner of a boarding or breeding kennel, pet shop, dealership or grooming parlor.

PUPPY: Any domestic member of the canis familiaris family age of six (6) months or under.

REGISTRATION-VACCINATION: The procedure of vaccinating against the rabies virus and issuing a numbered tag and an identically numbered certificate of vaccination. The words "registration" and "vaccination" shall be interchangeable.

SECURE FENCE: Any fence ~~or pen~~ kept in good repair, constructed of wood, metal or plastic and built to prevent an animal from going over, under or through; and prevents the animal from putting his/her head or mouth through any opening.

SEVERE OR FATAL Injury ATTACK: Any physical injury resulting directly from an animal's attack ~~by a dog which causes a severe or fatal injury, or the death of a domestic animal~~ or bite which registers as Level 4 or above on the Dunbar Scale.

Chapter 205 Tracked Changes: Anything in red text is removed and anything highlighted are additions

TAG: Any object which bears the number of a certificate of vaccination and which has been issued by the authority of the Division ~~of Humane Services~~ of the County.

VETERINARIAN: Any individual who is validly and currently licensed to practice veterinary medicine in Missouri as determined by the Missouri Veterinary Medical Board in accordance with the requirements and provisions of Sections ~~340.200~~ to 340.298, RSMo.

WILD ANIMAL: Any indigenous species of animal which is not normally domesticated in the United States and would normally live in the wild, irrespective of its actual state of domesticity, docility or tameness.

Section 205.020 Application

This Chapter shall apply to the unincorporated area of the County, or to any cities or municipalities having adopted this Chapter in whole or in part pursuant to a contract for kenneling and/or enforcement with the County/.

Section 205.030 Intergovernmental Cooperation

- A. Nothing herein shall prevent the County from cooperating or joining by contract with any City, Town or Village for the regulation of animals, provided:
1. The Governing Body of the affected City, Town or Village consents to such cooperation or contract, and
 2. In contracting with any City, Town or Village to render animal control services, the County agrees to enforce the provisions of this Chapter alone.

Article II Prohibited Conduct

Section 205.032 Animals To Be Under Control When Off Owner's Premises

- A. All owners and ~~custodians or~~ anyone having care, custody or control of any animal shall prevent the animal from being at large. All domesticated animals, when such animal is off of their premises, in a residentially zoned district, shall be on a leash not to exceed ten (10) feet in length.
- B. The provisions of this Section shall not apply to:
1. Dogs being used in hunting, training, field trials and dog shows while on any property with express permission.
 2. Dogs of any government agency.

Section 205.034 Confinement To Property

- A. It shall be unlawful for any owner or anyone having care, custody or control of any animal ~~dog or cat~~ to:
1. Confine an animal in an outdoor pen or enclosure without adequate space so as to provide the animal with free movement or exercise.
 2. Leave an animal ~~dog or cat~~ tethered outdoors for ten (10) consecutive hours in a twenty-four-hour period or on a tether that allows a dog or cat to enter upon a sidewalk or right of way.
 3. Tether a n animal ~~dog or cat~~ except by means of:
 - a. A properly fitting harness or collar.
 - b. A tether in proportion to the size of the animal so that its weight and construction do not burden or encumber the animal's movement but not allow breakage. The tether must be at least fifteen (15) feet in length with a swivel at both ends. If a trolley system is used the trolley cable must be at a safe height from the ground.

Chapter 205 Tracked Changes: Anything in red text is removed and anything highlighted are additions

4. Tether an animal ~~dog or cat~~ in such a manner that the animal cannot access adequate shelter while tethered.
5. Tether an animal ~~dog or cat~~ in conditions where the animal or tether can become entangled causing a hazard for injury or death, or where the tether can restrict the animal's access to adequate shelter, ~~or~~ adequate food, or adequate water.
6. Tether an animal ~~dog or cat~~ outdoors in a manner that does not allow ~~prevents~~ the animal to defecate or urinate in an area separate from the area where it must eat, drink or lie down.
7. Expose an animal ~~dog or cat~~ to any weather conditions that cause immediate or imminent threat to the animal's physical well-being.
8. Tether an animal in an area where it stays wet or muddy for more than twenty-four (24) hours after the cessation of a period of rain.
9. Leave an animal tethered outside in a residentially zoned area between the hours of 10:00 P.M. and 6:00 A.M., except temporarily tethering outdoors for a time period not exceeding fifteen (15) minutes for the purpose of urination/defecation.
10. Tether a dog ~~or cat~~ under the age of six (6) months.

Section 205.036 Harboring Stray Animals

A person may not harbor any stray animal, unless it is reported to the Division ~~St. Charles County Animal Control~~ within twenty-four (24) hours of finding the animal. The Division ~~Animal Control~~ may impound the animal at its discretion.

Section 205.040 Cruelty To Animals

- A. An owner or competent person or owner is guilty of animal neglect when having custody or ownership or both of an animal and he or she fails to give it adequate care, adequate food, adequate water, adequate shelter, or adequate control, or allows an animal to be at large
- B. An owner or competent person ~~or owner~~ is guilty of animal abuse when he/she:
 1. Intentionally or purposely kills an animal in any manner not allowed by or expressly exempted from the provisions of this Section ~~act~~;
 2. Purposely, intentionally or recklessly causes injury, suffering, or pain to an animal;
 3. Abandons an animal;
 4. Overworks, overloads, drives, tortures, beats, or recklessly or maliciously wounds or kills an animal, or carries or transports it in any vehicle or other conveyance in an inhumane or unsafe manner or causes any of these acts to be done; or
 5. ~~Having ownership or custody or both of an animal and willfully~~ Purposely, intentionally or recklessly ~~fails to provide~~ adequate food, adequate water, adequate shelter, adequate care or adequate control or allows it to be at large.
- C. A proprietor of a boarding or breeding kennel, pet shop, dealership or grooming parlor is guilty of animal neglect if they fail to ensure that an animal with a serious illness or injury receives prompt treatment by a licensed veterinarian.
- D. The provisions of this Section shall not apply to euthanasia of an animal by the owner or a veterinarian.
- E. Any person found guilty of animal abuse or neglect shall be responsible for all ~~real~~ costs associated with the impound, care, ~~keeping~~, and all diagnostic tests and treatments.

Section 205.050 Failure To Register/Vaccinate Or Microchip

- A. An owner or competent person is guilty of failure to register/vaccinate or microchip when he/she:
 1. Fails to arrange registration/vaccination of any cat, dog, puppy, ~~or~~ kitten or ferret with the ~~St. Charles County Division of Humane Services~~ when or before the puppy, ~~or~~ kitten or ferret reaches six (6) ~~four (4)~~ months of age, but not before it reaches three (3) months of age
 2. Fails to arrange registration/vaccination of any dog or cat within forty-five (45) days of acquisition by the owner; ~~or~~

Chapter 205 Tracked Changes: Anything in red text is removed and anything highlighted are additions

3. Fails to have a collar or harness bearing a current tag on the vaccinated dog or cat when the animal is outside the residence of the owner.
4. Fails to implant a microchip in an animal when required by Sections 205.080, 205.140 and/or 205.141; or
5. Fails to maintain current contact information with the microchip registry company or the Division by which the owner or competent person of the microchipped animal can be reached, when the microchip is required by Sections 205.080, 205.140 and/or 205.141. Said contact information shall be updated within thirty (30) days of any change.

Section 205.060 Harboring Habitually Barking Dogs

- A. No person shall keep or harbor upon his/~~her~~ premises any dog that disturbs the peace of any other person by loud and persistent or loud ~~by frequent~~ and habitual barking, yelping or howling ~~causes fear or annoyance to the person or persons living in the immediate area~~. Brief howling or barking at a disturbance on or near the property of the regular premises of the dog shall not be considered habitual barking
- B. Complaints during normal business hours of the Division ~~of Humane Services~~ shall be taken by the Division. Complaints after the Division's normal business hours shall be taken by the St. Charles County Police Department.
- C. Before investigating the complaint, the authority receiving it shall take the name, address and telephone number(s) of each complainant. If the Police Department investigates the complaint, the Police Department shall forward a copy of the complaint, as well as an incident report, if any, to the Division ~~of Humane Services~~. Upon complaint to the Division ~~of Humane Services~~ or upon the Division's receipt of a copy of a complaint taken by the Police Department, the Division ~~of Humane Services~~ may investigate ~~and, upon a finding that the owner of the animal has violated Subsection (A), may request further legal action if either the complainant agrees in writing to testify against the violator of this Section or if the Division's own investigation results in evidence of the violation of Subsection (A)~~.
- D. This Section shall not apply to kennels operating under licenses issued by St. Charles County at the time this Chapter takes full force and effect.
- E. A violation of Section 205.060 is an infraction punishable by a fine of fifty dollars (\$50.00) for the first offense, one hundred dollars (\$100.00) for the second offense and two hundred dollars (\$200.00) to one thousand dollars (\$1,000.00) for any offense thereafter.

Section 205.062 Harboring Dangerous Dogs

- A. No owner or competent person shall keep or harbor upon his/her premises any dangerous dog in violation of the provisions of this Chapter, nor shall any owner or competent person fail to control his or her dangerous dog as required by the provisions of this Chapter, the provisions of an order issued pursuant to Section 205.145, or the provisions of an agreement between an owner and the Division. Violation of this provision shall be subject to the penalties set out in Section 205.250, in addition to the fees and penalties set out in Section 205.240.
- B. This Section shall not apply to:
 1. Dogs being used for official purposes by any government agency.
 2. Kennels operating under licenses issued by St. Charles County.

Section 205.064 Prohibition On Animal Fight Training

- A. It shall be unlawful to fight-train an animal ~~dog~~ or to keep, harbor, board or in any manner possess a dog for the purpose of animal ~~dog~~ -fighting or animal ~~dog~~-fight exhibitions. Scars, wounds, training and/or fighting paraphernalia shall be used as evidence of participation in animal ~~dog~~-fight training or exhibitions. "Fight training" shall include, but not be limited to:
 1. Actions designed to torment, badger, bait or in any way encourage any animal ~~dog~~ for purposes of engaging in an animal ~~dog~~-fight exhibition.
 2. The use of other ~~dogs or~~ animals of any sort for blood-sport training.

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3. Abusing the animal by inflicting blows, kicks or other physical contact in order to encourage the animal ~~dog~~ to develop aggression or fighting skills.
4. Any other activity, the primary purpose of which is the training of animal ~~dog~~ for aggressive or vicious behavior or dog fights.

Section 205.070 Failure To Dispose Of Dead Animals

- A. No owner or competent person ~~or owner~~ shall place or leave the carcass of any dead animal in any street, alley or lot, or allow the carcass to remain on his/~~her~~ or anyone else's property.
- B. The owner of any animal which has died from any cause shall dispose of the body within twenty-four (24) hours after knowledge of such death. The animal shall be buried no closer than four (4) feet to the natural surface of the ground or disposed of by the County, a private veterinarian, or a disposal plant licensed under Chapter 269, RSMo., 1986.

Section 205.080 Keeping Exotic/Dangerous Animals

It shall be unlawful for any person to sell, own, possess or harbor any wild or exotic/dangerous animal in any place other than a properly maintained zoological park, circus, scientific or educational institution, research laboratory, or a licensed sanctuary or refuge. All such animals present in the County for more than thirty (30) days out of each year shall ~~must~~ be identified by a microchip and that microchip registered at the ~~St. Charles County Division of Humane Services~~. Any violation of this Section shall be considered a separate violation for each day the animal is subject to microchip and registration and, upon conviction, shall result in a fine of up to one hundred dollars (\$100.00) a day for such failure to microchip and register such exotic or dangerous animal ~~require the owner or caretaker to immediately surrender the animals, forfeiting all ownership to the St. Charles County Division of Humane Services for proper placement or humane euthanasia.~~

Section 205.082 Keeping Roosters

It shall be unlawful for any person to own, possess, harbor or keep a rooster in a residentially zoned parcel of land less than five (5) acres in size.

Section 205.085 Limits On Domesticated Animals

- A. No person shall harbor, keep or allow another to harbor or keep more than four (4) domesticated animals on any parcel of property located within a residentially zoned district; except that any person may keep more than four (4) animals on any parcel of property only after obtaining a kennel registration issued by the Division Director ~~of Humane Services of St. Charles County~~.
- B. No person shall harbor, keep or allow another to harbor or keep more than four (4) snakes on any parcel of property located within a residentially zoned district. ~~Subsection (B) of this Section~~ This shall not apply to any property zoned single-family residential.
- C. In all residential zoning districts, the occupant of a dwelling may only keep chickens for personal use under the following conditions.
 1. Hens may be kept on residential property. A rooster may only be kept on a residentially zoned parcel of land five (5) acres or more in size.
 2. In residential lots of ten thousand (10,000) square feet or more, the maximum number of hens that may be kept is eight (8).
 3. Hens shall not be kept for commercial or resale purposes. Hens and eggs may not be sold, nor may they be advertised for sale.
 4. Hens shall be confined in an enclosure by a secure fence (as defined in Section 205.010) meeting the following specifications:
 - a. Constructed of wire mesh, wire grid or chicken wire;
 - b. Six (6) feet or less in height;
 - c. The area enclosed by the fence shall contain a minimum of ten (10) square feet per hen; and

- d. Located entirely in the rear yard of the residence.
 5. A chicken coop shall be located within or adjacent to the fenced confinement area described in Section 205.085(C)(4). No more than one (1) chicken coop may be located on a lot. The chicken coop shall be structurally sound and meet the following specifications:
 - a. A roof constructed of standard building material but not a tarpaulin;
 - b. Walls constructed of wood or metal which are six (6) feet or less in height;
 - c. A non-porous floor of vinyl, plastic or concrete, covered with straw or wood shavings;
 - d. Contain a minimum of four (4) square feet per animal kept;
 - e. A coop shall not exceed one hundred (100) square feet in area, and shall be located entirely in the rear yard of the residence.
 6. The enclosure and chicken coop may be located within a rear yard setback for the residence provided the following setbacks are maintained:
 - a. A minimum of ten (10) feet from any property line; and
 - b. A minimum of twenty-five (25) feet from any residence other than the owner's residence.
 7. Both the fenced enclosure and the coop shall be maintained as to not pose a threat to the public health, safety or welfare or to cause a public nuisance. No material from the confinement area or coop shall run off onto adjoining property. Any manure or waste shall be collected and properly removed from the premises or tilled into the soil on the premises promptly and regularly to prevent offensive smells or conditions conducive to diseases.
 8. Food for hens shall be stored in a sanitary, leak-proof container that cannot be contaminated by rodents or insects.
 9. Chickens shall not be slaughtered on the property under any circumstances.
- D. Any person that obtains a kennel registration must comply with requirements set forth in Ordinance of St. Charles County Sections ~~§§ 205.160~~ to 205.210, inclusive. Nothing herein shall be construed to repeal the provision of the County's Keeping Exotic/Dangerous Animals Ordinance, Ordinance of St. Charles County Section ~~§ 205.080~~. Nothing herein shall be construed to limit the number of livestock on agriculturally zoned property.

Section 205.090 Interfering With Officer

- A. An owner or any person is guilty of interfering with an officer when he/she:
1. Conceals an animal from an officer of the Division ~~of Humane Services~~ or Police Department.
 2. Refuses to surrender an animal upon the lawful request of an officer of the Division ~~of Humane Services~~ or Police Department.
 3. Physically attempts to prevent impounding by the officer of the Division ~~of Humane Services~~ or Police Department.

Section 205.100 Disposal Of Fecal And Urine Matter

All fecal and urine accumulations in any pen, run, cage or yard where any animal is kept shall be removed and disposed of or cleaned in such a manner as to prevent insects, pests or vermin infestation ~~the attraction of flies~~ and/or the creation of offensive, disagreeable, or noxious odors. Dog or cat owners or anyone having care, custody or control of a dog or cat shall immediately dispose of, in a sanitary manner, fecal matter created while off the dog or cat owner's property.

Article III Registration And Impounding

Section 205.110 Registration/Vaccination.

- A. Every owner or competent person who is responsible for any ferret, puppy, or kitten shall have such ferret, puppy, or kitten vaccinated by a veterinarian against rabies and registered as provided in this Article when or before the ferret, puppy, or kitten reaches four (4) months of age, but not before it reaches three (3) months of age.
- B. Every ferret, cat, dog, kitten and puppy shall be vaccinated by a veterinarian as indicated by the Compendium of Animal Rabies Control. No ferret, dog, or cat shall be exempted from this Article due to advanced age.
- C. No veterinarian practicing in St. Charles County shall vaccinate a ferret, dog or cat without complying with the registration requirements of this Section within thirty (30) days of vaccination.
- D. The Division ~~of Humane Services of the County~~ shall prepare numbered tags and certificates of vaccination for distribution to veterinarians practicing within St. Charles County, and to veterinarians who practice outside the County but who vaccinate animals that are transported into the County.
- E. Each veterinarian practicing in St. Charles County shall order from the Division ~~of Humane Services of the County~~ a sufficient number of numbered tags and certificates of vaccination to assure that he/she will be able to discharge his/her duty to register and vaccinate a ferret, dog or cat under this Article ~~Section~~.
- F. All veterinarians shall pay the Division ~~of Humane Services of the County~~ a fee to be set by the County Council for each numbered tag and certificate of vaccination ordered, payable either upon receipt of the tags and certificates ordered or within thirty (30) days of billing.
- G. Veterinarians may include the fee authorized by Subsection (F) of this Section in the amount charged clients for supplies and services in vaccinating a ferret, dog or cat.
- H. After vaccinating any ferret, dog or cat, the veterinarian shall complete a certificate of vaccination, assign it the number of a numbered tag, and deliver that tag and a copy of the certificate of vaccination to the vaccinated animal's owner and the ~~St Charles County~~ Division ~~of Humane Services~~. It shall be the owner's duty to attach the tag to a collar or harness of the vaccinated animal and ensure that the animal wears its collar or harness when outside the owner's residence. Any ferret, dog or cat found at large without a tag may be deemed to be a stray animal and not vaccinated under this Section.
- I. The Division ~~of Humane Services~~ shall collect its copies of completed certificates of vaccination and maintain cross files of the certificates by name of owner and by certificate number.

Section 205.120 Animals Impounded — When — Where Kept.

- A. The Division Director ~~of the Division of Humane Services of the County~~, or other persons designated by the Director, shall have the power to enter onto any lots or lands to impound the following animals;
 - 1. All dogs outside while in estrus not securely confined in an enclosed pen;
 - 2. All animals which are at large contrary to the requirements of Article II, Section ~~205.040~~, or which have been at large and are ~~immediately~~ pursued by an employee of the Division ~~of Humane Services~~ regardless of whether the animal is at large at the time it is apprehended;
 - 3. All animals for which there is no owner or competent person apparently responsible who can provide adequate care;
 - 4. All animals exposed to rabies, whether or not at large, or on a leash, or confined to an owner's premises;
 - 5. Any dog or cat which has not been vaccinated within ~~a~~ the (72) seventy-two-hour period following release from any impounding facility;
 - 6. Any dog or cat not vaccinated against the rabies virus;

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7. Any animal that has bitten a person or animal, or any animal that has lawfully been declared dangerous by the County or another governmental entity, when that information is received, in writing, from the individual(s) responsible for animal control in that governmental entity ~~-a City or municipality within the County;~~
 8. Any animal whose owner has voluntarily and intentionally relinquished control to the Division Director;
 9. Any cat, dog, kitten, or puppy not wearing a registration tag;
 10. Any animal in imminent danger of death or in pain or suffering and the issues causing the imminent danger of death or pain and suffering is not being addressed by the owner or custodian of the animal;
 11. Any animal that requires adequate care and the owner or anyone having care, custody or control has failed to provide such care after being notified by an animal control officer or law enforcement official;
 12. Any animal in a residence or on a property that has been found unfit for habitation;
 13. Any animal in a residence or on the property where the owners or occupants have been evicted by a law enforcement agency;
 14. Any animal in a residence or on the property where law enforcement has taken into custody the owner or occupant, provided that there is no other owner or competent person present who can take custody of the animal and provide adequate care;;
 15. Animals tethered ~~not in compliance with any part~~ violation of Section: 205.034.
- B. Any animal impounded pursuant to this Section shall be impounded in the St. Charles County Animal Control Shelter or at a boarding facility approved by the Division Director ~~r the supervision elsewhere under the supervision of~~ and in a manner satisfactory to the Director.
- C. The Division Director shall, within forty-eight (48) hours of ~~Any~~ impounded make reasonable efforts to notify the owner, if known, of the impoundment by mail, telephone, and electronic mail. The written notice shall include each ground for the impoundment and shall state the owner's right to request a hearing, to be held in accordance with the procedures set forth in Section 205.145(E) of the Ordinances of St. Charles County, by submitting a written request for hearing to the Department within five (5) days of receiving the aforesaid notice. ~~animal-bearing registration tags or hearing identification of ownership shall be held ten (10) days after the owner has been notified, unless it is claimed sooner by the owner. The Director shall make reasonable efforts within twenty-four (24) hours of impoundment to notify the owner and, if unsuccessful, shall send the owner written notice by mail within forty-eight (48) hours of impoundment. The written notice shall include the date by which the owner must redeem the impounded animal, and state the fees payable pursuant to Sections 205.150 and 205.240 prior to release. Once written notice is sent, the impounded animal shall be held for ten (10) days from the date of mailing. Any impounded animal unclaimed after ten (10) days shall be placed for adoption or humanely destroyed. But no animal shall be placed for adoption if suspected of rabies, exposed to rabies, or known to have bitten any person.~~
- If there is no timely written request for a disposition hearing, or if, at the disposition hearing, the hearing examiner finds that one (1) or more grounds for the impoundment existed and have not been abated as of the date of the hearing, the animal shall not be returned to the owner. Such animals shall be placed for adoption or humanely destroyed, but no animal shall be placed for adoption if it is rabid, is suspected of being rabid, has been exposed to rabies within the past thirty (30) days, or is known to have bitten any person.
- Notwithstanding the foregoing, if in advance of the disposition hearing the Division Director determines that all grounds for the impoundment have been abated and no longer exist, the Division Director may cancel the hearing and return the animal to its owner. The owner shall pay all applicable fees pursuant to Sections 205.150 and 205.240 prior to release of the animal.
- D. If an impounded animal does not bear registration tags or identification of ownership, and is not diseased or disabled beyond reasonable recovery, that animal shall be held for five (5) consecutive business days. If unclaimed by its owner after five (5) days, that animal may be placed for adoption or humanely destroyed, ~~B~~but no animal shall be placed for adoption if it is rapid, suspected of being rabid, has been exposed to rabies within the past thirty (30) days, or known to have bitten any person ~~or domestic animal.~~

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- E. The Director shall have discretion in the decision to treat or euthanize an animal, including, but not limited to, feral cats or any diseased, disabled, sick or injured animal pursuant to procedures authorized, in writing, by the **Department Director of Public Health**.

Section 205.130 Impounding Of Animals Suspected Of Or Exposed To Rabies

- A. Any animal which exhibits objective symptoms suggestive of rabies, after written certification to the owner by the impounding officer or veterinarian or such other person designated by the County for enforcement of this Chapter, shall be impounded off the property of the owner. The animal shall be held for clinical observation for ten (10) days at the impounding facilities designated by the County and, if alive at the termination of this period, shall be returned to the owner after payment of the fees payable pursuant to Sections **205.150** and **205.240**. ~~As an alternative procedure, the owner, at his/her own expense, may designate any veterinary hospital in the County or any boarding kennel licensed by the County wherein such animal is to be impounded and observed for a similar ten-day period.~~ If such animal should die during the observation period, regardless of the location, the head shall be removed and submitted to a qualified laboratory for examination.
- B. Any animal which has been exposed to rabies shall be immediately destroyed unless the owner, at his/her expense, chooses one (1) of the following alternative methods:
- C. Strict isolation in a kennel or animal hospital for six (6) months.
- D. ~~Impounding and vaccination.~~ If the animal is a ferret, cat, dog, kitten or puppy not immunized by any vaccine recommended by the Compendium within such vaccine's duration of immunity (as stated in the Compendium under booster recommendations), **impounding for a period of at least six (6) months at the impounding facilities designated by the County and vaccination.**
- E. ~~Restraint by leash at the owner's home and revaccination.~~ If the animal is a ferret, cat, dog, kitten or puppy immunized by a vaccine recommended by the Compendium within such vaccine's duration of immunity (as stated in the Compendium under booster recommendations)), **confine the animal for a period of at least forty-five (45) days to the owner's home securely indoors, behind a secure fence, or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping, and re-vaccination.**
- F. All other conditions of this Section and of Section **205.150** of this Article must be fulfilled prior to the release of any animal suspected of or exposed to rabies and impounded for clinical observation.

Section 205.140 Procedure Following Animal Bite

- A. The owner of any animal ~~eat, dog, kitten, or puppy~~ which bites any person or animal, regardless of the circumstances or irrespective of whether such animal ~~eat, dog, kitten, or puppy~~ is vaccinated, shall surrender ~~place~~ such animal ~~eat, dog, kitten, or puppy~~ in the custody of the Division Director for confinement in the St. Charles County Animal Control Shelter ~~a manner satisfactory to the Director and in a manner that will prevent contact with people and other animals not already exposed for a period of not less than ten (10) days~~ **two hundred and forty (240) hours** following the date of the bite, for the purpose of clinical observation. As set out in Section ~~205.141~~, ~~during such confinement, the eat, dog, kitten, or puppy shall be permanently identified by a microchip providing a permanent record of the identity of the animal. All expenses shall be borne by the owner of the eat, dog, kitten, or puppy as provided in Section~~ **205.150** of this Article. If, for any reason, animal ~~eat, dog, kitten, or puppy~~ should die while in confinement, its head shall be removed and submitted to a qualified laboratory. If at the end of the period of observation such animal ~~eat, dog, kitten, or puppy~~ is alive and healthy, it may be released to its owner unless such animal ~~eat or dog~~ has been declared a dangerous animal and is subject to the provisions of Section **205.145** or subject to a contracting City's or municipality's ordinance authorizing humane euthanasia. An animal subject to the provisions of Section **205.145** or subject to a contracting City's or municipality's ordinance authorizing humane euthanasia shall be released or euthanized in conjunction with the provisions of that Section.

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- B. The Division Director ~~of Humane Services~~ is authorized to allow confinement in a manner other than as described in Subsection (A) of this Section when such animal will be controlled and observed in accordance with the owner's signed agreement.
1. Preconditions for confinement and quarantine described in this Section 205.140(B) are:
 - a. The animal does not have a recent history of being at large, ~~and was not at large or off the owner's property at the time;~~
 - b. The animal is not displaying a sudden change in disposition.
 - c. The owner has both the ability and desire to keep the animal in a secure building and separate from other animals, ~~and the owner has demonstrated that he can prevent the animal from biting a human or other animal again;~~
 - d. ~~In the case of a dog bite, the dog has not previously been declared dangerous under this Chapter;~~
 - e. ~~In the case of a dog bite at a level 3 or higher on the Dunbar Scale, the dog has been in the physical custody of the Division at the Pet Adoption Center for a minimum of twenty-four (24) hours. The Division Director may waive this requirement upon consideration of factors involving the health of the dog, including but not limited to the dog's age, susceptibility to disease, or existing medical conditions; and~~
 - f. ~~The animal is not under investigation for declaration as a dangerous animal under Section 205.142.~~
 2. ~~If all of the preconditions in Section 205.140(B)(1) are met, confinement and quarantine described in this Section 205.140(B) may be allowed at the discretion of the Division Director.~~
 3. All expenses shall be borne by the owner of the animal ~~cat, dog, kitten, or puppy~~ as provided in Section 205.150 of this Article.
 4. Dogs and/or puppies shall be confined in one of the following manners:
 - a. Complete indoor housing;
 - b. Secure caging or a pen in an enclosure with a locked gate.
 - c. Yard confinement with secure perimeter fencing and locked gate.
 5. Cats and/or kittens shall be confined in one of the following manners:
 - a. Complete indoor housing; or
 - b. Caging in a secure enclosure.
 6. The animal's needs for ambient temperature control, water, nutrition, elimination, and space to comfortably stand up and lie down must be adequately provided by the selected confinement method. Should the animal exhibit neurologic signs, die, or disappear during the quarantine period, Humane Services shall be notified immediately.
- C. All other conditions of this Section and of Section 205.150 must be fulfilled prior to the release of any animal impounded or confined for clinical observation as the result of biting a person.
- D. ~~It shall be the duty of the owner of an animal that has bitten a human being or domestic animal and a person bitten by any animal (or of the parent or guardian of a minor bitten by an animal), to report the bite to the Division of Humane Services immediately. Such report shall contain the name and address of the owner of the animal, the date and time of the bite, the geographical location place where the person was bitten, and a general description of the animal and all circumstances pertaining to the bite.~~

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- E. All other animals suspected of exposure ~~subject~~ to rabies shall be quarantined or euthanized and rabies tested in a laboratory in accordance with the rabies compendium and Public Health Officials' recommendations on a case-by-case basis.

Section 205.141 Animal Identification

- A. Any animal which is apprehended running at large or who has bitten a human being or animal shall be photographed and microchipped by the Division Director as soon as is reasonably practicable ~~immediately~~ after a bite or running-at-large incident or if the animal is impounded prior to its release.
- B. The cost of such microchip shall be charged to the owner as a fee pursuant to Section 205.240.
- C. If the animal is transferred to another owner, the previous owner shall, within ten (10) days of the transfer of ownership, inform the Division Director in writing of the name, address and telephone number of the new owner(s) of the animal. The previous owners shall notify the new owners in writing of the details of the animal's record, terms and conditions of maintenance, if any, and provide the Division Director with a copy of the notice and the new owners' acknowledgment of receipt.

Section 205.142 Procedures And Requirements For Declaring Dogs To Be Dangerous And For Handling Such Dogs, After Bite Incidents.

- A. Whenever the Division Director learns that a dog has bitten a human being or another domestic animal, the Division Director shall record the conduct an investigation. Such investigation, shall include, but is not limited to, whether the Division has records of prior incidents in which the dog in question has bitten human beings or domestic animals; the facts and circumstances surrounding the bite, including witness statements, photographs and/or other relevant evidence; whether a human being or domestic animal had been injured and required medical care from a physician or veterinarian; and the severity of such injuries. The Division Director shall ~~incident and determine whether the Division has records~~ information that ~~of prior incidents in which the dog in question has bitten human beings or domestic animals~~. The Division Director may consider information that the dog in question has bitten human beings or domestic animals in other Cities or Counties when that information is received in writing from the individual(s) responsible for animal control in that City or County
- B. If the Division Director receives a report that a dog has chased or approached a human being or domestic animal while at large and off the premises of the dog's owner and confronted that person in a menacing fashion or apparent attitude of attack, regardless of whether the human being or domestic animal is injured by the dog finds no ~~records of such prior incidents, and the Director determines that the bite was a provoked attack in which a human being or domestic animal has been injured and required medical care from a physician or veterinarian or was an unprovoked attack in which a human being or domestic animal was not injured and did not require medical care~~, the Division Director shall record the incident in the Division's records, and the Department Director may take that incident into account in determining whether the dog is a dangerous dog should there be any subsequent bite of a human or domestic animal. The Division Director may record into the Division's records information that a dog has chased or menaced a human being in another City or County, when that information is received in writing from the individual(s) responsible for animal control in that City or County, and the Department Director may consider such information in determining whether the dog is a dangerous dog should there be any subsequent bite of a human being or domestic animal. ~~give the dog's owner an educational packet prepared by the Division stating the Division's procedures in bite cases and the Division's recommendations for animal care and for handling dogs that have bitten. If the Director determines that the bite was an unprovoked attack in which a human being or domestic animal has been injured and required medical care from a physician or veterinarian, the Director may, after considering all mitigating factors, declare the animal a dangerous dog and may utilize the procedures set out in Section 205.145. The Director's determination that the animal is a dangerous dog may be based on information that the dog in question has been declared a dangerous dog in another City or County when that information is~~

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~~received in writing from the individual(s) responsible for animal control in that City or County and when the criteria for determining the animal a dangerous dog in that City or County are substantially similar to the criteria set forth herein.~~

- C. The Department Director shall ~~Determine whether to~~ declare ~~the dog in question~~ a dangerous dog when ~~after considering any or all of the following factors:~~

1. Evidence shows the bite to a human is a Level 3 or higher on the Dunbar Scale; or
2. Evidence shows a bite to a human is less than a Level 3 on a Dunbar Scale, and one (1) or more of the factors set forth in Section 205.145(D) is present; or
3. Evidence shows that a dog that did not bite engaged in behavior that contributed to a bite, i.e., packing, ~~and the behavior when considered on its own placed a human in reasonable fear of their life.~~

~~Regardless of whether the attack is provoked or unprovoked, where a bite occurred on the property of the owner of the dog under review, the Director may consider, as a mitigating factor in his/her decision whether to declare a dog to be dangerous, that the victim of the bite is an animal which intruded onto those premises. Where the victim of a bite which occurs on the premises of the owner is a human, the Director may only consider a provoked bite as a mitigating factor in his/her decision whether to declare a dog to be dangerous.~~

- D. In addition to the grounds set forth in Section 205.142(C), the Department Director may declare a dog dangerous upon consideration of the following factors. The Department Director may consider any or all of the following factors when making a determination regarding the declaration of a dangerous dog and its disposition: ~~If the Director finds any record of one (1) such prior incident, including any one (1) such prior incident in another City or County, the Director shall:~~

1. Whether the dog has killed a domestic animal, livestock or poultry ~~without provocation while off the owner's property;~~
2. Whether the dog's owner maintains the dog to promote its aggressive tendencies or responses, or owns or harbors the dog primarily or in part for the purpose of dogfighting, or has trained the dog for dog fighting;
3. Whether the dog has bitten a human being or domestic animal ~~without provocation~~ and off the premises of the dog's owner ~~regardless of whether medical care was required;~~

~~Whether the dog, while on the owner's premises, has bitten without provocation a human being other than the dog's owner, or a member of that owner's family normally residing where the dog is harbored;~~

4. Whether the dog, has a known propensity, tendency or disposition to make unprovoked attacks, to cause injury, or to otherwise threaten the safety of human beings or domestic animals such as habitually snapping, charging, growling, or otherwise manifesting a disposition to bite, attack or injure if afforded the opportunity ~~when unprovoked, has chased or approached a human being off the premises of the dog's owner and in a menacing fashion or apparent attitudes of attack, regardless of whether the human being is injured by the dog;~~
5. Whether the dog can be effectively trained or retrained to change its temperament or behavior;

~~Whether the owner maintains the dog to promote its aggressive tendencies or responses;~~

~~Any other relevant evidence concerning the maintenance of the dog; and~~

6. Whether the owner has the capacity, willingness, and ~~Any other relevant evidence regarding the ability of the owner to protect the public safety in the future if the dog is permitted to remain in the County~~
7. Whether the dog has had prior recorded incidents of biting humans or domesticated animals; and
8. Whether the dog has been previously declared dangerous by another governmental entity, when that declaration is received, in writing, from the governmental entity.

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~~Impound any dog determined to be a dangerous dog at a designated kennel as provided in Section 205.140(A) of this Chapter; and~~

~~Spay or neuter any dog determined to be dangerous while that dog is impounded.~~

- E. A dog may be declared dangerous because of its prior acts even after its owner has removed it from unincorporated St. Charles County. Such a dog may not be returned to the County.
- F. If the Division Director receives a report that a dog has chased or approached a human being or domestic animal while at large and off the premises of the dog's owner and confronted that person in a menacing fashion or apparent attitude of attack, regardless of whether the human being or domestic animal is injured by the dog, the Division Director shall record the incident in the Division's records, and the Department Director may take that incident into account in determining whether the dog is a dangerous dog should there be any subsequent bite of a human or domestic animal. The Division Director may record into the Division's records information that a dog has chased or menaced a human being in another City or County, when that information is received in writing from the individual(s) responsible for animal control in that City or County, and the Department Director may consider such information in determining whether the dog is a dangerous dog should there be any subsequent bite of a human being or domestic animal.
- G. This Section shall not apply to any dog maintained by any governmental law enforcement agency so long as it is maintained and utilized for law enforcement purposes.
- H. This Section shall not apply to any City or municipality having contracted with the County and opted out of this Section as provided pursuant to their contract for humane enforcement services or kenneling services.
- I. Dogs shall not be declared dangerous if the bite was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner of the dog, or was tormenting, abusing or assaulting the dog, or has, in the past, been observed or reported to have tormented, abused or assaulted the dog or was committing or attempting to commit a crime.

~~If the Director receives a report that a dog, when unprovoked, has chased or approached a human being or domestic animal while at large and off the premises of the dog's owner and confronted that person in a menacing fashion or apparent attitude of attack, regardless of whether the human being or domestic animal is injured by the dog, the Director shall give the dog's owner an educational packet prepared by the Division concerning dangerous dogs. The Director shall record the incident in the Department's records, and that incident may be taken into account in determining whether the dog is a dangerous dog should there be any subsequent bite of a human or domestic animal. The Director may consider information that a dog has, when unprovoked, chased or menaced a human being in another City or County, when that information is received in writing from the individual(s) responsible for animal control in that City or County, in determining whether to provide educational information to the dog's owner. The Director may record such information from another City or County into the Department's records and may consider such information in determining whether the dog is a dangerous dog should there be any subsequent bite of a human being or domestic animal.~~

~~If the Director finds records of two (2) or more prior incidents in which a dog has bitten a human being or a domestic animal, including incidents occurring in another City or County, where that information is received in writing from the individual(s) responsible for animal control in that City or County, the Director shall:~~

~~Declare the dog a dangerous dog;~~

~~Impound the dog at a designated kennel as provided in Section 205.140(A) of this Chapter; and~~

~~At the end of the dog's impoundment as provided above, cause the dog to be humanely euthanized pursuant to Section 205.145.~~

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~~This Section shall not apply to any City or municipality having contracted with the County and opted out of this Section as provided pursuant to their contract for humane enforcement services or kenneling services.~~

Section 205.145 Control And Euthanasia Of Dangerous Dogs

- A. If the Department Director declares that a dog that has bitten a human being or a domestic animal is dangerous, the Department Director shall dispose of the dog as follows:

1. If the Director finds that the dog made ~~a severe or fatal~~ attack upon a human being at a Level 6 on the Dunbar Scale ~~or domestic animal~~, the Department Director shall cause the dog to be humanely euthanized ~~as set out in Subsection (C) herein.~~

~~If the Director finds that the dog had been provoked to make a severe or fatal attack upon a human being or domestic animal, the Director shall either cause the dog to be humanely destroyed or return the dog to its owner subject to the owner's written agreement to control the dog as provided in Section 205.145(B) below. The agreement may include a provision that if the animal attacks again, it shall be humanely euthanized.~~

2. The Department Director has discretion to dispose of all other dogs declared to be dangerous either by causing them to be rehomed, humanely euthanized or returned to the animal's ~~its~~ owner subject to the restrictions as provided in Section ~~205.145(B)~~ below, after giving notice and an opportunity to be heard to the dog's owner as provided in Section ~~205.145(D) and (E), 205.145(C)~~ below.

- B. If it is determined that a ~~Before the Director returns~~ a dangerous dog can be returned to its owner, the owner shall enter into a ~~the Director shall secure that owner's~~ written agreement to control the dog ~~as provided herein.~~ Such written agreement or order shall contain the following terms, as well as any other terms deemed appropriate and necessary to control the dog:

1. Any dangerous dog shall wear at all times a bright collar with the words "Dangerous Dog" embroidered or stamped on the collar so the dog can readily be identified as a dangerous dog.
2. The owner of the dangerous dog shall notify the Division of Humane Services immediately if the dog is loose or missing or has attacked another animal or human being.
3. The owner of the dangerous dog shall notify the Division Director of Humane Services within twenty-four (24) hours if the dog has died.
4. The owner of the dangerous dog shall must receive the approval of the Division ~~notify the Division of Humane Services~~ Director prior to any sale or ~~within twenty-four (24) hours if the dog has died or has been sold or given away to a new owner. The owner~~ transferring of custody of the dog to a new owner shall comply with the notice provisions of Section ~~205.141(C). If the dog has been sold or given away, the owner shall provide the Division of Humane Services with the name, address and telephone number of the new owner.~~ The new owner is bound by the terms of any agreement or order issued pursuant to, ~~if the animal is kept within St. Charles County, must comply with the requirements in this Chapter for keeping a dangerous animal~~
5. While on its owner's property, a dangerous dog must be securely confined indoors or behind a secure fence, or in a securely enclosed and locked pen or structure, suitable to prevent the animal from escaping. Such a pen or structure must have a minimum dimension of five (5) feet by ten (10) feet, must have strong, secure sides and a secure top. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than twelve (12) inches. The enclosure must also provide adequate shelter, as defined by this Chapter 205, OSCCMo.. The enclosure, when occupied by a dangerous dog, shall not be occupied by any other animal, unless the dangerous dog is a female with young under three (3) months of age, in which case the young may occupy the same enclosure as the mother.
6. No dangerous dog may be kept in any area of the owner's property that would allow the dog to exit easily (i.e., behind screen doors or windows), ~~nor may any dangerous dog be chained without a physical barrier to prevent contact with other animals or people or the escape of the dog.~~
7. A notice ~~sign~~ indicating the presence of a dangerous dog shall be prominently displayed ~~present at~~ and large enough legible ~~read from any public thoroughfare from which the property is entered, and the owner of the dog shall post a notice conspicuously visible~~ to the public at each entrance to the premises and on each side of the dog's enclosure, ~~if any, reading~~

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~~in letters not less than two (2) inches high "DANGEROUS DOG — BEWARE." A sign with a picture of a growling dog shall also be displayed at all places where the notice of dangerous dog is posted.~~ The Division of Humane Services is authorized to make notices and signs available to owners, and said notices and signs shall be deemed to meet this requirement. ~~The sign available from the Division of Humane Services shall be deemed to meet this requirement.~~ Any alternate sign must ~~shall~~ be approved in advance, in writing, by the Director, and a copy of the approved sign shall be maintained in the Division's file on the dog.

8. A dangerous dog may be off the owner's premises only if it is securely muzzled with a humane muzzle and on a strong leash no more than four (4) feet long and under the adequate control of the owner.
9. The owner of a dangerous dog shall present to the Division of Humane Services proof that the owner has procured primary liability insurance or a surety bond to include bodily injury and property damage in the amount of at least three hundred thousand dollars (\$300,000.00). Such insurance or surety bond shall be for an initial period of twelve (12) months and must be continuously renewed without a break in coverage for as long as the dangerous dog lives or is kept in St. Charles County. The insurance or bond shall be payable to any person injured by the dangerous dog. This policy or bond shall contain a provision requiring the County to be notified by the issuing company at least ten (10) working days prior to any cancellation, termination or expiration of the policy.

~~All owners of dangerous dogs must, within ten (10) days of such declaration, provide the Division of Humane Services with two (2) sets of color photographs of the dangerous dog, one (1) of each side and showing the color and approximate size of the dog. The owners shall, in addition to any information required by Section 205.141, provide the following information: the dog's name or names and the name, address and phone number of the dog's veterinarian.~~

10. All ~~owners of dangerous dogs must, within ten (10) days of such declaration, have the dog~~ be spayed or neutered unless a duly licensed veterinarian provides a statement in writing that such procedure is not in the best interest of the dog and must provide evidence of such spaying or neutering from a duly licensed veterinarian.

C. Any dog not controlled as provided in this Section 205.145(B), or an agreement or order issued pursuant to this Chapter shall be subject to immediate seizure and impoundment for a minimum of ten (10) days or for the time necessary for the owner to comply with this Subsection, whichever is larger. All owners the Division alleges are in violation of the terms of a written order or agreement issued pursuant to Section 205.145 shall relinquish custody and possession of the animal to the Division upon request.

D. Upon determining that a dog is dangerous, and at least ten (10) days prior to any disposition of any such dog, the Division shall notify the dog's owner, if known, of the declaration and the intended disposition of the dog, as provided herein, including any scheduled euthanasia. The notice shall state the owner's right to request a hearing in accordance with Section 205.145(D) by submitting a written request for hearing to the Department within five (5) days of receiving the aforesaid notice.

E. Administrative Appeal Process; Contested Hearing.

1. Hearing. Upon timely receipt of the written request submitted pursuant to Subsection 205.145(D) above, an examiner shall be appointed to preside over a formal hearing.
2. The hearing shall be held within twenty-one (21) days of the hearing examiner's appointment unless continued for good cause.
3. The hearing examiner shall set the hearing time and place and shall mail a notice of the hearing to the owner, to the Department, and to other necessary parties, if any, to whom the hearing examiner determines that notice of the hearing should be given.
4. Any person serving as a hearing officer shall be an attorney at law licensed to practice law in Missouri.
5. The hearing examiner shall take evidence at the hearing and determine if the facts support a finding that the dog is dangerous in accordance with Sections 205.142 and 205.145.

6. Each formal hearing shall:
 - a. Provide a video record of the proceedings (or, at the option and cost of the appellant, provide the record by audio, stenographic, or other reliable means of recording capable of transcription); and
 - b. Permit the parties to introduce evidence under oath, to call and examine witnesses under oath, and to cross-examine opposing witnesses on any matter relevant to the issues; and
 - c. Follow the formal rules of evidence.
 7. Any dog found to be dangerous by the hearing examiner shall be declared dangerous.
 8. If the hearing examiner finds the dog to be dangerous, the hearing examiner shall issue findings of fact and conclusions of law, and an order consistent with the remedies set forth in Sections 205.142 and 205.145.
 9. The hearing examiner's determination and decision following the contested hearing is final for all administrative purposes, and there shall be no further administrative relief available.
 10. Any party aggrieved by the decision of the hearing examiner may appeal such decision by filing a request for review with the Circuit Court of Missouri, 11th Judicial Circuit, in accordance with Section 536.110 of the Revised Statutes of Missouri (RSMo.), as may be amended.
 11. Contested hearings may be resolved by consent agreement, settlement, stipulation, consent order, or default. A party is in default if such party fails to appear for a properly noticed hearing.
- F. Should the Division Director receive from any court of competent jurisdiction a stay of an order of euthanasia on a dog, the dog shall remain impounded in the County animal facility until the court has issued its final order.
- G. This Section shall not apply to any dog maintained by any governmental law enforcement agency so long as it is maintained and utilized for law enforcement purposes.
- H. This Section shall not apply to any City or municipality having contracted with the County and opted out of this Section as provided pursuant to their contract for humane enforcement services or kenneling services.

~~The Director shall give owners of dogs declared to be dangerous notice of the Director's declaration and intended disposition of the dog, as provided herein:~~

~~Notice Of Declaration Of Dangerous Dog And Of Disposition. Immediately upon determining that a dog is dangerous, and at least ten (10) days prior to any humane euthanasia of any such dog, the Division of Humane Services shall notify the dog's owner, if known, if the owner is unknown or unable to be contacted, of the declaration and of any scheduled euthanasia. The notice shall state the owner's right to request a hearing before the Director of the Department of Public Health of any determination made by the Director by submitting a written request for hearing to the Director of the Department of Public Health within five (5) days of receiving the aforesaid notice.~~

~~Hearing. Upon timely receipt of the written request submitted pursuant to Section 205.145(C)(1), above, the Director of the Department of Public Health shall schedule a hearing at which all interested parties may be heard, including the owner, individuals possessing knowledge of the characteristics of the dog in question, and any other individuals who may come into contact with the dog if it is not destroyed. After all parties have been heard, the Director of the Department of Public Health shall make the final determinations as to whether a dog is a dangerous dog and what its disposition shall be under the provisions of this Chapter. The Director of the Department of Public Health's determination and decision is final for all purposes, and there shall be no further administrative relief available.~~

~~The Director may declare a dog to be dangerous because of its prior acts even after its owner has removed it from unincorporated St. Charles County. Such a dog may not be returned to the County.~~

~~Should the Director receive from any court of competent jurisdiction a stay of an order of euthanasia on a dog, the dog shall remain impounded in the County animal facility until the court has issued its final order.~~

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~~This Section shall not apply to any City or municipality having contracted with the County and opted out of this Section as provided pursuant to their contract for humane enforcement services or kenneling services.~~

Section 205.146 Dunbar Scale

- A. Level 1. Obnoxious or aggressive behavior but no skin-contact by teeth.
- B. Level 2. Skin-contact by teeth but no skin-puncture. However, may be skin nicks (less than one-tenth (1/10) of an inch deep) and slight bleeding caused by forward or lateral movement of teeth against skin, but no vertical punctures.
- C. Level 3. One (1) to four (4) punctures from a single bite, which may have lacerations in a single direction, caused by victim pulling hand away, owner pulling dog away, or gravity (little dog jumps, bites and drops to floor).
- D. Level 4. One (1) to four (4) punctures from a single bite, with deep bruising around the wound (such as when a dog held on and bore down) or lacerations in both directions (such as when a dog held on and shook its head from side to side)
- E. Level 5. Multiple-bite incident with at least two (2) Level 4 bites or multiple-attack incident with at least one (1) Level 4 bite in each.
- F. Level 6. Victim dead.

Section 205.147 Declaration Of Animals Habitually At Large

- A. The Division Director may, after reviewing all the circumstances surrounding the apprehension of an animal found running at large for the third time or more, off the premises of the owner, custodian, or anyone having care, custody or control of that animal, determine that ~~an the~~ animal is habitually at large. The Division Director shall have five (5) business days to determine that an animal is habitually at large. During that time, the animal shall remain in the custody of the Division Director at the St. Charles County Animal Control Shelter ~~abandoned and declare the animal available to the public for adoption.~~

~~If the animal is so declared, the owner shall be notified by registered mail, return receipt requested or by personal delivery, and unless an appeal is filed by the owner within five (5) business days, the animal shall be made available for adoption.~~

- B. Upon timely ~~receipt of the written request submitted by the owner for a hearing to contest the issue of~~ is habitually being at large, the Department Director ~~of the Department of Public Health~~ shall declare the animal abandoned. If the animal is so declared, the owner shall be notified by registered or certified mail, return receipt requested, or by personal delivery. Unless an appeal is filed by the owner with the Department within five (5) business days of receipt of such notification, the animal shall be made available for adoption, subject to Section 205.147(D) below. If an animal is declared habitually at large, it shall remain in the custody of the Division Director at the St. Charles County Animal Control Shelter until final resolution of the administrative appeal process ~~schedule a hearing at which all interested parties may be heard, concerning whether the animal is habitually left at large. After all parties have been heard, the Director of the Department of Public Health shall make the final determinations as to whether an animal is habitually at large. A determination that the animal is habitually at large shall be made in all cases in which the animal is habitually running at large off the property of the owner, custodian, or anyone having care, custody, or control of the animal. The Director of the Department of Public Health's determination and decision is final for all purposes, and there shall be no further administrative relief available.~~

- C. Administrative Appeal Process: Contested Hearing.

- 1. Upon timely receipt of the written request submitted by the owner for a hearing to appeal the determination of the animal being habitually at large, a hearing examiner shall be appointed to preside over a formal hearing to determine whether the animal is habitually left at large in accordance with this Section 205.147.

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2. The hearing shall be held within twenty-one (21) days of the hearing examiner's appointment unless continued for good cause.
 3. The hearing examiner shall set the hearing time and place and shall mail a notice of the hearing to the owner, to the Department, and to other necessary parties, if any, to whom the hearing examiner determines that notice of the hearing should be given.
 4. Any person serving as a hearing officer shall be an attorney at law licensed to practice law in Missouri.
 5. The hearing examiner shall take evidence at the hearing and determine if the facts support a finding that the animal is habitually left at large in accordance with Section 205.147.
 6. Each formal hearing shall:
 - a. Provide a video record of the proceedings (or, at the option and cost of the appellant, provide the record by audio, stenographic, or other reliable means of recording capable of transcription); and
 - b. Permit the parties to introduce evidence under oath, to call and examine witnesses under oath, and to cross-examine opposing witnesses on any matter relevant to the issues; and
 - c. Follow the formal rules of evidence.
 7. Any animal found to be habitually at large by the hearing examiner shall be declared abandoned and made available for public adoption, subject to Section 205.147(D), OSCCMo.
 8. If the hearing examiner finds the animal to be habitually at large, the hearing examiner shall issue findings of fact, conclusions of law, and an order consistent with the remedies set forth in this Section.
 9. The hearing examiner's determination and decision following the contested hearing is final for all administrative purposes, and there shall be no further administrative relief available.
 10. Any party aggrieved by the decision of the hearing examiner may appeal such decision by filing a request for review with the Circuit Court of Missouri, 11th Judicial Circuit, in accordance with Section 536.110 of the Revised Statutes of Missouri (RSMo.), as may be amended.
 11. Contested hearings may be resolved by consent agreement, settlement, stipulation, consent order, or default. A party is in default if such party fails to appear for a properly noticed hearing.
- D. In the case of any animal declared habitually at large pursuant to this Section and declared abandoned therefor, and the Division ~~where the Director of the Department of the Public Health upheld that~~ determination, the animal ~~may be adopted or, if the animal is~~ to be sick or otherwise not suitable for adoption, may be euthanized as allowed by ordinance.
- E. This Section shall not apply to any dog or cat known to be feral.
- F. This Section shall not apply to any dog maintained by any governmental law enforcement agency so long as it is maintained and utilized for law enforcement purposes.

Section 205.150 Redemption Of Animals Not Infected By Rabies

- A. Any animal captured or impounded under the provisions of this Chapter, determined not to be infected with rabies, may be redeemed by the owner or other person having the right of possession of such animal upon the presentation of proper vaccination certificate and upon the payment to the Division ~~of Humane Services~~ of:

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1. An impoundment registration fee as authorized by this Chapter to be charged when any animal is impounded.
2. A daily boarding fee as authorized by this Chapter to be charged for sheltering and feeding impounded animals; and
3. All other expenses incurred by the County in impounding in the manner provided herein.

Article IV Registration for Boarding or Breeding Kennels, Pet Shops, Dealers and Grooming Shops or Parlors

Section 205.160 Kennel Registration Required.

- A. It is unlawful for any person to keep or maintain a boarding or breeding kennel, pet shop, grooming shop, or dealership in unincorporated St. Charles County without first obtaining a valid and maintaining a valid registration ~~therefor~~ from the Division of ~~Humane Services of St. Charles County~~.
- B. It is unlawful for any person to keep or maintain a boarding or breeding kennel, pet shop, grooming shop, or dealership in unincorporated St. Charles County without maintaining a valid and current registration from the Division for each separate physical facility requiring a registration.
- C. The County Council shall set a fee and, if required by any applicable provision of law, the voters shall approve that fee, for such kennel registration. That fee shall be assessed not upon individual animals but upon the owner or keeper of a boarding or breeding kennel, pet shop, grooming shop, or dealership. Each registration and certificate of inspection issued pursuant to this Article shall be conspicuously displayed at the establishment to which such registration and certificate were issued. The registration shall be dated and numbered and shall bear the name of St. Charles County, Missouri, and the name and address of the owner or keeper of the establishment, and the expiration date of the registration. The registration shall run for a period of one (1) year from the date of purchase. Registrants must accept delivery of registered mail or certified mail notice and provide the Division Director notice of any change of address.

Section 205.170 Kennel Registration — Information Required

- A. Zoning Compliance. The applicant for an original kennel registration shall present to the ~~(Deputy)-~~Director a written statement from the County Division of Planning and Zoning of the Department of Community Development ~~City's Zoning Officer~~ that the establishment of a kennel at the proposed site is not in violation of the County Division of Planning and Zoning of the Department of Community Development Ordinance ~~City's Zoning Regulations~~ or is permissible either as a legal non-conforming use or under a conditional use permit.
- B. Health Inspection. Before a boarding or breeding kennel, pet shop, grooming shop, or dealership registration may be issued by the Division ~~of Humane Services of St. Charles County~~, the Division must issue a certificate of inspection showing that said boarding and breeding kennel, pet shop, grooming shop and dealership is in compliance with Article IV, Section 205.180, 205.190, 205.200 or 205.210 herein.

Section 205.180 Boarding And Breeding Kennels, Pet Shops, Grooming Shops And Dealerships — Inspection

- A. Inspection. It shall be the duty of the Division ~~of Humane Services of St. Charles County~~ to make or cause to be made such inspections as may be necessary to insure compliance with this Article, Section 205.180, 205.190, 205.200 or 205.210 herein. The owner or keeper of a boarding or breeding kennel, pet shop, grooming shop or dealership shall admit to the premises, for the purpose of making an inspection, any officer, agent, or employee of the ~~St. Charles County~~ Division ~~of Humane Services at any reasonable time that admission is requested~~.
- B. Unlawful. It shall be unlawful to keep, use or maintain within St. Charles County any boarding or breeding kennel, pet shop, grooming shop, or dealership that is unsanitary, detrimental to public health and/or safety, or not in compliance with this Article,

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Section 205.180, 205.190, 205.200, 205.210 or 205.220 herein. Such unlawful conditions may be cause for revocation or denial of a kennel registration.

- C. Enforcement. Upon finding a boarding or breeding kennel, pet shop, grooming shop, or dealership to be in violation of any requirement of this Article, Sections 205.180, 205.190, 205.200, or 205.210, an officer of the Division shall issue a notice of violation. Such notice of violation shall order the owner or competent person to correct the cited violation(s) within ten (10) days. Such premises shall be re-inspected within three (3) days after the date set for correction in the notice of violation.
- D. Revocation, Notice And Appeal. The failure to correct any violation after notice shall result in revocation of the kennel registration and closure of the boarding or breeding kennel, pet shop, grooming shop, or dealership. The Division shall notify the owner or competent person in writing of the effective date of the kennel registration revocation. The notice shall also state the owner or competent person's right to request an appeal, before the Department Director, of the kennel registration revocation by submitting a written request for appeal to the Department Director within five (5) days of receiving the aforesaid notice of revocation. The request for appeal must set forth the reason(s) the kennel registration should not be revoked and include any and all mitigating information the Department Director should consider in reaching a determination and decision. The Department Director's determination and decision is final for all purposes, and there shall be no further administrative relief available.
- E. Relocation of Animals. Relocation of any or all animals may be required dependent upon the nature of the violation(s) and/or any other violations under Chapter 205. The owner or keeper of the boarding or breeding kennel, pet shop, grooming shop, or dealership shall allow the Division to obtain and verify an accurate inventory of any animals.

Section 205.190 Conditions — Genera.

- A. Boarding or breeding kennels, pet shops and dealerships shall meet the following conditions:
1. Housing facilities shall be provided to the animals which provide adequate shelter and such shelter shall be constructed to provide protection of the animal(s) from excessive sunlight, rain, snow, wind, or other elements; shall be structurally sound and shall be maintained in good repair; shall be designed so as to protect the animals from injury; shall provide adequate control to contain the animal(s); shall restrict the entrance of other animals; shall be constructed to provide drainage to prevent the accumulation of water, mud, debris, excreta, or other materials and shall be designed to facilitate the removal of animal and food wastes. In addition, such facilities shall be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein ~~the animals, and such shall be structurally sound and shall be maintained in good repair; shall be designed so as to protect the animals from injury; shall contain the animals; and shall restrict the entrance of other animals.~~
 2. Adequate Suitable food, , adequate water, and bedding suitable to the age and condition of an animal, shall be provided and stored in facilities which provide ~~adequate~~ to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
 3. Provision shall be made for the removal and disposal of animal and food wastes, soiled or damaged bedding, dead animals, and debris. Disposal facilities shall be maintained in a sanitary condition, free from the infestation or contamination of insects or rodents or disease, and from obnoxious or foul odors.
 4. Water must be conveniently available for cleaning purposes.
 5. Sick animals shall be separated from those appearing healthy and normal and, if for sale, shall be removed from display and sale. Sick animals shall be kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
 6. There shall be a proprietor or competent person representing the proprietor ~~an employee or owner~~ on duty at all times during hours any boarding or breeding kennel, pet shop and/or dealership ~~store~~ is open whose responsibility shall be the care and welfare of the animals in that shop or department held for sale or display.
 7. A proprietor or competent person ~~an employee or owner~~ shall be present on the premises at least every twelve (12) hours to feed, water and provide the necessary cleaning of animals and birds on days the boarding or breeding kennel, pet shop and/or dealership is closed.
 8. No person, persons, association, firm or corporation shall knowingly sell a sick or injured dog, cat or other small animal.

9. No animal that is known or reasonably suspected to have a disease contagious or communicable to humans may be exposed to or offered for sale to the public.
10. No person, persons, association, firm or corporation shall misrepresent a dog, cat or other small animal to a consumer in any way.
11. At boarding and breeding facilities, provision shall be made for consultation or part-time veterinary care for the animals by formal agreement, which shall include, at a minimum a written program for veterinary care specifying the manner of the availability of veterinary care during regular hours as well as emergency, weekend and holiday care. Such program must address the need for specific monitoring of medically fragile, aged or animals less than six (6) months. The proprietor shall post or make available in writing the program for veterinary care to customers of the boarding or breeding facility.
12. Any animals with serious illness or injury shall receive prompt treatment by a licensed veterinarian, and the proprietor or competent person shall promptly notify the animal's owner of same.

Section 205.200 Boarding Kennels: Recordkeeping Facilities.

- A. Boarding kennel proprietors shall be required to keep the following records on file for a minimum of sixty (60) days, except in the case of a complaint by the owner of an animal, or if some other problem occurred during boarding, those records shall be kept for one (1) year, to be made available to any officer, agent, or employee of the Division upon request:
 1. A record or form which contains the following information concerning each animal boarded:
 - a. Name, address, and phone number of pet owner;
 - b. Emergency contact number;
 - c. Animal's name, age, sex, and breed;
 - d. Vaccination information, with official rabies;
 - e. Preexisting physical problems;
 - f. Medication information and instructions;
 - g. Veterinarian of the pet owner's choice;
 - h. Special feeding instructions, if needed;
 - i. Special boarding instructions, if needed;
 - j. Any additional services to be performed;
 - k. Date animal received; and
 - l. Date animal released.
 2. A daily record of the identity of the individual(s) employed by the proprietor to be the competent person responsible for the care and welfare of the animals as required by Section 205.190(A)(6), OSCCMo.
 3. A record of the daily observation by the proprietor or competent person representing the proprietor of all animals to assess their health and well-being, to document adequate food and adequate water, to identify medications (if any) and treatments (if any) given and exercise periods, such that timely and accurate information on problems of animal health, behavior, and well-being is conveyed to the attending veterinarian if needed. If the proprietor of the boarding facility has a policy on when a veterinarian is consulted, it shall be posted conspicuously at the area where owners arrive to register and drop off their animals.
 4. A record of all training and guidance given to personnel employed by the proprietor to serve as the competent person involved in the care and provision of adequate shelter, adequate care, adequate food and adequate water of the animals being boarded at the boarding kennel.

~~Boarding or breeding kennels, pet shops, and dealerships shall:~~

~~Be constructed to provide shelter from excessive sunlight, rain, snow, wind, or other elements. In addition, such facilities shall be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein.~~

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~~Be constructed to provide drainage to prevent the accumulation of water, mud, debris, excreta, or other materials and shall be designed to facilitate the removal of animal and food wastes.~~

~~Be constructed with adequate walls or secure fences to contain the animals kept therein and to prevent entrance of other animals.~~

Section 205.210 Conditions — Grooming Parlors

A. Grooming parlors shall:

1. Provide such restraining straps for the animal while it is being groomed so that such animal shall neither fall nor be hanged.
2. Not leave animals unattended before a dryer.
3. Not prescribe or administer treatment or medicine that is the province of a licensed veterinarian.
4. Not put more than one (1) animal in each cage.
5. Provide for the removal and disposal of animal and food wastes, bedding, and debris. Disposal facilities shall be maintained in a sanitary condition, free from the infestation or contamination of insects or rodents or disease, and from obnoxious or foul odors.

Article V Additional Services Provided by the Division of Humane Services

Section 205.220 Additional Services Provided

A. In addition to the services required by this Chapter, the Division ~~of Humane Services of St. Charles County~~ is authorized to perform the following services upon request:

1. Taking possession of animals unwanted by their owners and brought by them to the Division;
2. Putting up for adoption unwanted animals brought to the Division by residents of St. Charles County;
3. Euthanizing animals;
4. Disposing of euthanized animals;
5. Impounding, apprehending, catching, trapping, netting, tranquilizing or treating any animal not subject to this Animal Control Ordinance, during or after normal business hours of the Division ~~of Humane Services~~.

Section 205.225 Feral Cat Program

A. Feral cat programs shall consist of any program that provides spay/neuter services and education for and related to only feral and community cats. Such programs shall:

1. Provide low-cost or free sterilization for feral and community cats weighing more than two (2) pounds who are at least eight (8) weeks of age;
2. Not provide sterilization services for pet cats or pet kittens;
3. Ear tip all feral and community cats for which it provides services
4. Vaccinate all feral and community cat for FVRCP and rabies; and
5. Provide educational materials and trainings on the subject of feral and community cats.

Section 205.230 Recovery Of Costs For Services Authorized

The Division of Humane Services of St. Charles County is authorized to recover the costs of performing the services authorized by this Article, set forth in Section 205.240.

Chapter 205 Tracked Changes: Anything in red text is removed and anything highlighted are additions

Section 205.235 Animal Apprehended Running At Large — Mandatory Vaccination

Any animal which is apprehended running at large may not be released to the owner-claimant without proof that the animal has been vaccinated against rabies and proof that the animal has received a microchip as required by Section 205.141. Any animal for which such proof is lacking shall be vaccinated for rabies prior to release from impoundment, or, in the alternative, the owner-claimant may present a receipt from a duly licensed Missouri veterinarian showing payment in full for a rabies vaccination.

Article VI Fees, Penalties and Enforcement

Section 205.240 Fees.

- A. The Division of Humane Services of St. Charles County shall charge fees for services required or requested pursuant to this Chapter as follows:

Dangerous Dog Basket Muzzle	\$20.00
Aggressive/Dangerous Dog Collar	\$20.00
Aggressive/Dangerous Dog Sign	\$10.00
Rabies Vaccination Registration — Altered	\$5.00
Rabies Vaccination Registration — Unaltered	\$10.00
Rabies Vouchers:	
Altered	\$27.00
Unaltered	\$30.00
Vaccination	\$5.00
Administration Fee	\$10.00
Administration Fee Multiples of 5 or more animals	\$30.00
Kennel Boarding (Daily Fee)	\$10.00
Medical Treatment Fee	Actual Costs
Adoption Fee:	
All Dogs, Cats, & Parrots	\$60.00
Pocket Pets	\$5.00
Cockatiels/Parakeets/Canaries	\$10.00
Rabbits & Ferrets Altered by PAC	\$30.00
Rabbits & Ferrets already Altered	\$10.00
Lizards/snakes	\$20.00
Rescue Adoption	\$30.00
Kennel Registration	\$50.00
Grooming Fee (Flea or Tick Treatment)	\$25.00
Relinquished Animals	\$20.00
Litter Relinquishment	\$35.00
Euthanasia	\$45.00
Microchips	\$10.00

Chapter 205 Tracked Changes: Anything in red text is removed and anything highlighted are additions

Trap Deposit:	
Cat	\$40.00
Dog	\$100.00
Cat Carrier	\$5.00
Leash	\$1.00
Disposal of Euthanized/Dead Animals	\$20.00
Home	
quarantine	\$40.00
monitoring fee	
Ash Return — Dog	\$75.00
Ash Return — Cat	\$45.00
Ash Return — Small Pet	\$25.00
Ash Return — Pot Bellied Pig	\$95.00
Transport of privately owned animals	\$40.00
Service Fee for wild animal removal	\$40.00
Pickup of wild animals:	
During business hours	\$40.00
After Hours	\$100.00
Portable Coral Set Up Fee	\$150.00
Necropsy	\$100.00
Diagnostic Testing	Actual Costs

- B. The ~~St. Charles County Department of Public Health~~, Division of ~~Humane Services~~ shall charge fees, based upon their actual expenses, not to exceed the fee schedule herein set out, required or requested pursuant to the Animal Control Ordinance by instituting an "Impound Fee" with a fee schedule as follows:

Running At Large Registered/Vaccinated Fees	
1st Offense	\$20.00
2nd Offense	\$35.00
3rd Offense	\$50.00
4th Offense and additional offenses (per offense)	\$100.00
Running At Large Not Registered/Vaccinated Fees	
1st Offense	\$25.00
2nd Offense	\$50.00
3rd Offense and additional offenses (per offense)	\$100.00

- C. In addition to the fees listed in Section ~~205.240~~, the Division of ~~Human Services of St. Charles County~~ shall charge for its expenses in impounding, apprehending, catching, trapping, netting, tranquilizing or treating any animal not subject to this Chapter.

Chapter 205 Tracked Changes: Anything in red text is removed and anything highlighted are additions

- D. The Division Director ~~of the Human Services of St. Charles County~~ may waive or modify a fee if they determine waiver or modification of such fee to be appropriate

Section 205.250 Penalties

Unless otherwise set out in a Section of this Code, a violation of any provision of this Chapter is a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the St. Charles County Jail for a term not to exceed one (1) year, or by both fine and imprisonment. A separate offense shall be deemed committed on each day a violation occurs or continues.

Section 205.260 Enforcement

Enforcement of this Chapter shall be the responsibility of the Department of Public Health and all legal shall be the responsibility of the County Counselor.



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 and Board of Aldermen
From: Bill Hanks, City Clerk
Subject: 2022 Liquor License Renewals
Cc: Michael Padella, City Administrator

Date: 06/16/23

After doing my due diligence, I found that these applicants are compliant with Chapter 600 of the Weldon Spring Municipal Codes. My recommendation to the Board of Aldermen is to grant final approval on the following Liquor Licenses for the period of July 1, 2023, through June 30, 2024:

- Circle K #1646 at 5952 S. HWY 94
- Cecil Whittaker's Pizzeria at 1017-1019 Wolfrum Road
- Lutheran Senior Services (Breese Park) at 600 Breese Park Drive
- Mad Dog & Cats Restaurant at 1005 Wolfrum Road
- QuikTrip #645 at 5905 S HWY 94
- Walgreens #6049 at 1003 Wolfrum Road

BILL NO. _____

ORDINANCE NO. _____

*AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF
WELDON SPRING, MISSOURI, TO EXECUTE AN AGREEMENT WITH
ST. CHARLES COUNTY, MISSOURI, LICENSE PLATE READER AND
PAN TILT ZOOM CAMERA SYSTEMS AND MATTERS RELATING THERETO*

WHEREAS, the City of Weldon Spring, Missouri, owns or intends to acquire certain License Plate Reader (LPR) and Pan-Tilt-Zoom (PTZ) cameras and wishes to donate said LPR and PTZ camera systems to St. Charles County, Missouri; and

WHEREAS, St. Charles County desires to accept the donation of the LPR and PTZ camera systems given the conditions and terms of this Agreement; and

WHEREAS, the City of Weldon Spring City and, St. Charles County wish for the LPR and PTZ camera systems to be operated in furtherance of law enforcement efforts in the City of Weldon Spring, and St. Charles County and aid in crime response, prevention, and resolution.

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 authorize the Mayor to execute an agreement for the donation, maintenance, and operation of certain license plate reader (LPR) and pan-tilt-zoom (PTZ) camera systems, a copy of which is attached hereto as "**Exhibit A**" and is incorporated by reference herein.

SECTION 2: 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 _____, 2023.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill #

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Baker	_____	_____	_____
Clutter	_____	_____	_____
Conley	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Yeager	_____	_____	_____
Licklider	_____	_____	_____

Absent: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN WELDON SPRING AND ST.
CHARLES COUNTY, MISSOURI REGARDING THE DONATION, MAINTENANCE, AND
OPERATION OF CERTAIN LICENSE PLATE READERS AND PAN TILT ZOOM
CAMERAS.

This intergovernmental agreement (Agreement or Contract) is made and entered into by and between the County of St. Charles, a political subdivision of the state of Missouri, hereinafter referred to as "County" and the City of Weldon Spring, a municipal corporation organized under the laws of the State of Missouri, hereinafter referred to as "City".

RECITALS

WHEREAS, the City owns or intends to acquire certain License Plate Readers (LPRs) and Pan-Tilt-Zoom (PTZ) cameras and wishes to donate said LPRs and PTZs to the County; and

WHEREAS, the County desires to accept the donation of the LPRs and PTZs given the conditions and terms of this Agreement; and

WHEREAS, the City and County wish for the LPRs and PTZs to be operated in furtherance of law enforcement efforts in the City and County and aid in crime response, prevention, and resolution.

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

1. **Transfer of Ownership.** The City shall transfer full and complete ownership of the LPR and PTZ cameras and related equipment identified and defined in attached Exhibit 1 without any reservation or retention effective the date of the execution of this agreement.
2. **Costs.** The City shall retain and assume responsibility for all costs associated with the purchase or lease of the donated LPRs and PTZs. The City may comply with this obligation either by performing and ensuring completion of such directly, by way of contracting with a third-party vendor subject to County approval, or by direct reimbursement of the County for costs incurred. This includes the cost to maintain any licenses (software or otherwise) necessary for the ongoing operation of the LPRs and PTZs and any related information technology costs. When the County incurs costs for the

operation of the LPRs and PTZs, it shall endeavor to provide the City with reasonable notice. The County may submit an invoice to the City for costs at the time they are incurred, quarterly, or annually. City shall reimburse County within the same County fiscal year as it received the invoice from County. City does not agree to reimburse County for any costs associated with the operation of LPRs and PTZs not transferred by this agreement or later obtained by County by any other means except that the parties may make additional transfers pursuant to the same terms of this agreement by written amendment.

3. **Data Retention.** The parties agree and acknowledge that post-execution of this agreement and transfer of ownership of the LPRs and PTZs, any data, video, or other records created by the LPRs and PTZs will be the property of County. County will assume and maintain sole responsibility for retention and storage of the data created and shall comply with all relevant record retention laws. Any records created prior to the transfer of ownership shall remain the property of the party maintaining control and ownership of the records at that time.
4. **Open Records Laws.** The parties agree and acknowledge that each party is solely responsible for its own compliance with any applicable open records laws. It is the assumption of the parties that the County, after execution of this agreement and transfer of ownership of the LPRs and PTZs and equipment at issue, will be responsible for responding to open records requests as to County property and records. This agreement creates no joint responsibilities as the parties relate to one another and reflects no intent on either party to assume responsibility for the other's compliance with said laws.

Response to requests made to the city by third parties prior to execution of this agreement remain the city's sole responsibility.

5. **Placement of LPR Devices.** While the County will retain the ultimate decision-making authority post-execution as to the placement of the LPRs and PTZs and related equipment, the County shall solicit the input of the City as to any placement decisions and endeavor to work with City in good faith.
6. **Ongoing Operations.** The County shall be responsible for ongoing operation of the LPR's including but not limited to regular oversight and supervision, storage of data or records produced by the system after transfer, and monitoring of system performance. The County shall utilize the LPRs and PTZs for law enforcement efforts within the City. County will allow City access to LPRs and PTZs data by way of electronic file upon City's request.
7. **Defense of Claims.** City is not responsible for defense of claims against the County or County departments arising from the operations of the LPRs and PTZs. County will be responsible for defense of such claims. However, City shall be responsible for asserting rights, providing cooperation, communicating with manufacturer/seller/lessor of LPRs and PTZs, and any similar action at request of County should latent defects, warranty issues, manufacturer's liability issues, or any other issues, claims, or damages arise from the initial purchase of the LPRs and PTZs or their manufacture.
8. **Effective Date.** This agreement shall become effective as of the date when it is fully executed by the last party to sign this agreement.
9. **Term & Renewals.** City and County enter into this agreement effective the date of execution and for an initial period thereafter subject to the same terms for five (5)

calendar years. The parties may renew this agreement thereafter for additional five (5) year periods through the service life of the last functioning LPR and PTZ transferred by this agreement still in operation (or subsequent LPRs and PTZs City may donate to County and transferred by amendment subject to the terms of this original agreement).

10. Termination.

- a. Either party may terminate this contract upon written notice to the other party of material breach, provided that the non-terminating party shall have 30 days to cure the alleged breach. If the non-terminating party fails to cure the breach within the 30-day notice period, the non-breaching party may terminate the contract by final notice. Such termination shall be without prejudice to any other rights or remedies that the non-breaching party may have against the breaching party, including the right to seek damages or other relief.
- b. Either party may terminate this contract for convenience upon 90 days written notice to the other.
- c. No termination of this agreement shall relieve a party of any obligation to pay for costs already incurred by the other party under the contract prior to the effective date of termination.

11. 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:

To County:

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

and

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

To City:

Mayor Donald Licklider
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.

12. **Assignments.** This Agreement is not assignable by either party. The rights and privileges created and granted by this Agreement are to be exercised solely by County and City.
13. **Entire Agreement.** This agreement contains the entire understanding and agreement between the parties relating to the subject matter of this agreement and supersedes all

prior negotiations, understandings, and other related agreements between the parties, whether written or oral.

14. **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this agreement transmitted by facsimile, email, or other electronic means shall have the same legal effect as an original signed copy of this agreement.

[The rest of this page 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

Donald Licklider, Mayor

Date

ATTEST:

City Clerk

ST. CHARLES COUNTY, MISSOURI

Steve Ehlmann, County Executive

Date

ATTEST:

Brenda Hinton, County Registrar

Revised Safety Camera Systems Deployment Plan Costs:							
Updated: 06/21/23							
Camera Types:	Qty:	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Grand Total:
LPR - Cloudrunner (solar/Wi-Fi)	5	\$ 14,350.00	\$ 12,475	\$ 12,475	\$ 12,475	\$ 12,475	\$ 64,250.00
PTZ - Bosch (electric/fiber)	2	\$ 20,184.00	\$ 150	\$ 150	\$ 150	\$ 150	\$ 20,784.00
Totals:	7	\$ 34,534.00	\$ 12,625.00	\$ 12,625.00	\$ 12,625.00	\$ 12,625.00	\$ 85,034.00

Note: The above are for hardware, software, and associated camera system equipment. Prices do not include installation expenses.



Camera/License Plate Reader Attachment Procedure

Background:

Ameren Missouri receives frequent requests by parties to attach cameras or license plate readers to Ameren Missouri poles. This document provides the guidelines for approval or denial of such requests.

Cameras or LPRs may be attached to Ameren Missouri distribution poles only by those entities approved by the Ameren Missouri Joint Use Department. Attachment of surveillance cameras is not covered by any FCC statutes. Therefore, no entity has mandatory access rights and a Security Device Agreement may be entered into on a discriminatory basis. These requests will only be approved from municipalities, housing authorities, schools, universities, government entities or law enforcement agencies.

Camera and License Plate Reader Guidelines:

1. A signed Security Device Agreement must be in place between Ameren Missouri and the Licensee.
2. All insurance, bonds, and/or letter of credit requirements must be met.
3. All attachments must be approved by the Joint Use Department.
4. A Complete Application must include:
 - a. A sketch/map of the proposed attachment location
 - b. The pole asset tag number
 - c. A photo of the pole
 - d. A photo and specs (dimensions and weight included) of the device
 - e. Applicable fees as required. Checks for application fees to be mailed to:
Ameren Missouri
Attn: Joint Use Dept MC 686
1901 Chouteau Ave
St. Louis, MO 63103
5. All attachments must comply with the latest edition of the National Electric Safety Code (NESC) and Ameren standards.
6. Security devices must be installed by an Ameren approved contractor.
7. Security devices must not interfere with existing communications equipment.

8. Security devices are not allowed on Ameren equipment poles, including but not limited to, transformers, capacitors, regulators, switches, smart meter devices, etc.
9. Security devices are to be maintained in good repair by owner of device.
10. When security devices are removed, all associated hardware must also be removed by the approved contractor.

Devices Under Fifty Pounds

1. Applicant may request pre-approval regarding pole if the applicant is unsure if pole is acceptable prior to submission by emailing photo of pole to uejointuse@ameren.com to verify it is an acceptable pole.
2. Applicant submits Complete Application and \$50 power supply application fee to uejointuse@ameren.com.
3. Make Ready charges may be required to facilitate electric service to the pole.
4. If approved, applicant may use approved contractor to install camera, conduit, and weather head for power supply. The approved contractor will make the connection to power to energize the equipment.
5. Applicant immediately notifies uejointuse@ameren.com that construction is complete. Joint Use will work with Ameren Business Center to create an unmetered service for electric usage.
6. Applicant will be billed \$100 annually for pole rental.

Devices Over Fifty Pounds

1. Applicant may request pre-approval regarding pole if the applicant is unsure if pole is acceptable prior to submission by emailing photo of pole to uejointuse@ameren.com to verify if it is an acceptable pole.
2. Applicant submits Complete Application, \$450 attachment application fee, and \$50 power supply application fee to uejointuse@ameren.com.
3. After initial review, Ameren will assign to engineering consultant for pole loading analysis and clearance review during a 45 day window.
4. Make Ready charges may be required to bring electric service to the pole.
5. If approved, applicant may use approved contractor to install camera, conduit, and weather head for power supply. The approved contractor will make the connection to power to energize the equipment.
6. Applicant immediately notifies uejointuse@ameren.com that construction is complete.
7. Joint Use will assign to engineering consultant to conduct post construction audits to verify device is installed in accordance to the NESC. Any violations will have to be corrected by applicant.
8. Joint Use will work with Ameren Business Center to create an unmetered service for electric usage.
9. Applicant will be billed \$100 annually for pole rental.

**Master Facilities
License Agreement of Security
Devices by Approved Entities**

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MASTER FACILITIES LICENSE AGREEMENT

THIS MASTER FACILITIES LICENSE AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between UNION ELECTRIC COMPANY d/b/a Ameren Missouri, a Missouri corporation, hereinafter called "Licensor," and _____, a _____, hereinafter called "Licensee".

WITNESSETH:

WHEREAS, Licensee represents and warrants that it is a housing authority, school, university, government entity or law enforcement agency;

WHEREAS, Licensee desires to construct, install, operate, maintain, repair, replace and remove certain Attachments (as defined herein) on or from Licensor's Facilities (as defined herein), for the provision of its services;

WHEREAS, subject in all instances the terms of this Agreement and to considerations of Licensor's service requirements including considerations of capacity, safety, reliability, and generally applicable engineering purposes, Licensor shall allow Licensee to hire an authorized contractor to install and maintain Attachments on or in Licensor's Facilities (each a "License");

WHEREAS, Licensor shall have the absolute right to refuse to issue any License for attachment hereunder whenever Licensor determines that the issuance of such license is not possible because of insufficient capacity, or for reasons of safety, reliability and generally applicable engineering purposes;

WHEREAS, Licensor is willing to permit Licensee to place and maintain said Attachments on said Facilities, subject to the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter stated, Licensor will issue Licenses as are specifically designated in the manner prescribed herein, subject to the following terms and conditions:

ARTICLE I **DEFINITIONS**

Section 1.1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control

with,” means (a) the ownership, directly or indirectly, of 50 percent or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Annual Pole Attachment Fee” has the meaning set forth in Section 7.2.

“Annual Right-of-Way Occupancy Fee” has the meaning set forth in Section 12.1.

“Application Fee” shall mean the Attachment Application Fee, Engineering Analysis Application Fee, Power Supply Application Fee, and Right-of-Way Application Fee, as applicable.

“Application Notification” has the meaning set forth in Section 3.2(a).

“Attachments” means all cameras, license plate readers, gunshot detection systems, , power supply equipment and all associated hardware and equipment reasonably necessary to the attachment of said cameras, license plate readers, gunshot detection systems or power supply equipment, owned and/or utilized by Licensee, that occupy Licensor’s Facilities. Attachments shall include, when applicable, all unmanned radio communications equipment for use in a wireless communications system and all associated hardware and equipment reasonably necessary to the attachment of said cameras, license plate readers, and communications equipment, owned and/or utilized by Licensee, that occupy the communications space of Licensor's Poles. If Licensee has multiple attachments to one Pole, all such Attachments in the twelve inch (12") space (i.e. six inches on either side of Licensee's initial Attachment) allocated for Licensee's use on a Pole shall be deemed a single attachment.

“Attachment Application Fee” has the meaning set forth in Section 7.1.

“Authorized Contractors” has the meaning set forth in Section 3.2(e).

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in Missouri are authorized or required by Law to be closed for business.

“Complete Application” has the meaning set forth in Section 3.2(a).

“Engineering Analysis Application” has the meaning set forth in **Error! Reference source not found..**

“Estimate” shall have the meaning set forth in Section 3.2(b).

“Facility” or “Facilities” shall include, subject to any restrictions set forth herein, any of Licensor's Poles and/or rights-of-way.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such

organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Improper Attachment” has the meaning set forth in Section 6.1.

“Joint User” means any public utility, governmental body or other entity that owns poles to which Licensor is extended or may hereafter be extended joint use privileges or to whom Licensor has extended or may hereafter extend joint use privileges on Licensor's Poles.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“License” has the meaning set forth in the Recitals of this Agreement.

“Make-Ready Payment” shall have the meaning set forth in Section 3.2(c).

“Make-Ready Work” means all work, as reasonably determined by Licensor, including, but not limited to, rearrangement and/or transfer of existing facilities, required to accommodate the Attachments and to meet the NESC or other reasonable engineering and/or construction requirements of Licensor. Such work includes, but is not limited to, inspections, surveys, engineering, permits and construction, but does not include work included in the Survey.

“NESC” means the National Electrical Safety Code.

“NJUNS” has the meaning set forth in Section 5.2.

“Notice of Violation” has the meaning set forth in Section 6.1.

“Other Licensee” means any entity, other than Licensee or a Joint User, to whom Licensor has extended or hereafter shall extend the privilege of utilizing Licensor's Facilities, including entities furnishing telecommunications services.

“Person” means an individual, a partnership, a corporation, an association, Limited Liability Company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Authority.

“Pole” means a distribution system pole owned or jointly used by Licensor for the distribution of electricity less than 100 kilovolts (kV). This term does not include any post, pole, standard or other structure used primary to support outdoor lighting.

“Power Supply Application” has the meaning set forth in Section 7.1.

“Power Supply Application Fee” has the meaning set forth in Section 7.1

Rate Category” shall mean, with respect to a particular Attachment, the particular rate category as set forth on Exhibit A.

“Right-of-Way Application Fee” has the meaning set forth in Section 7.1.

“Survey” means all work including, but not limited to, inspections, review of the design, strength and loading characteristics of the affected Pole(s), and performance of such tests, calculations, analyses, and other items reasonably necessary to whether Make-Ready Work is required and the cost of any such Make-Ready Work.

“Transmission Facilities” means Licensor’s electric supply lines and support structures operated at, or above, 100 kilovolts (kV).

“Unauthorized Attachment” has the meaning set forth in Section 6.1.

Section 1.2. Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires: (a) words of either gender include the other gender; (b) words using the singular or plural also include the plural or singular, respectively; (c) the terms “hereof,” “herein,” “hereby,” “hereto” and similar words refer to this entire Agreement and not any particular Article, Section, Exhibit or any other subdivision of this Agreement; (d) references to “Article,” “Section,” “Exhibit,” are to the Articles, Sections, and Exhibits, respectively, of this Agreement; (e) the words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import; and (f) references to “this Agreement” or any other agreement or document shall be construed as a reference to such agreement or document, including any Exhibits thereto, as amended, modified or supplemented and in effect from time to time. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under generally accepted accounting principles as promulgated by the Financial Accounting Standards Board and as in effect on the Effective Date.

ARTICLE II GENERAL PROVISIONS

Section 2.1. Ownership. No use, however extended, of Licensor's Facilities or payment of fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in the Facilities, but the rights granted shall be and remain a mere license. This Agreement shall not constitute an assignment or apportionment of any of Licensor's rights to use the public or private property at the location of its Facilities. Nothing herein contained shall be construed to compel Licensor to maintain any of its Facilities for a period longer than is necessary for its own service requirements.

Section 2.2. Rights-of-Way. Notwithstanding anything herein to the contrary, Licensor does not represent or warrant that it has the right to grant to Licensee the use of any right-of-way or easement upon which Licensor’s Facilities are located, nor to defend Licensee in the use of same. Licensee shall obtain, at its own expense, any necessary right-of-way permits or access rights, easements or other authorizations necessary to make Attachments to Licensor’s Poles. Licensee shall indemnify, defend and hold Licensor harmless from any claims to the extent caused by a failure on Licensee’s part to obtain the necessary rights-of-way rights, easements or other authorizations.

Section 2.3. Facilities Maintenance. Licensor assumes or accepts no responsibility or obligation to maintain its Facilities in any manner inconsistent with its then current maintenance practices due to the presence of Attachments. Furthermore, Licensor may elect to abandon in place its own Facilities despite the existence of Attachments thereon or therein, with no assumption of liability whatsoever.

Section 2.4. Authority. As a condition precedent to the granting of any License hereunder, Licensee shall have the appropriate authority to erect and maintain Attachments within public streets, highways, alleys and thoroughfares and shall secure any and all necessary consents from state, federal, municipal or other public authorities or from the owners of private lands and property involved, to construct and maintain Attachments at locations it desires to use. Upon the request of Licensor, Licensee shall submit evidence satisfactory to Licensor that it has the appropriate authority and has obtained all required consents. Licensee shall defend, indemnify, and hold Licensor, its parent company and Affiliates thereof, as well as any of their employees, officers, agents and assigns (each an "Indemnified Party"), harmless against any claim, liability, cost, or expense, including reasonable attorney's fees, which may result, directly or indirectly, from the failure to comply with the requirements in this Section 2.4, including but not limited to, claims related to any sublicensee or other third party utilizing the Attachments. The indemnity pursuant to this section shall apply to all claims brought against any Indemnified Party, regardless of the legal or equitable theory pursued, or the relief requested. Any failure to request or obtain such required evidence, shall not excuse the Licensee from its obligations pursuant to this section.

Section 2.5. Limitations on License. No License granted under this Agreement shall extend to any of Licensor's Facilities to the extent Licensor does not have the right to grant such rights or where the placement of Attachments would result in a forfeiture of rights of Licensor to occupy the property affected. If the existence of Attachments on Licensor's Facilities would cause a forfeiture of the right of Licensor to occupy such property or if the use of any Facility is forbidden by governmental authorities or property owners, Licensee agrees to remove Attachments forthwith upon notification by Licensor. If said Attachments are not so removed, Licensor may perform such removal without liability on its part. Licensee agrees to pay Licensor, or its agents or contractors, the cost thereof and for all losses or damages that may result.

Section 2.6. Transmission Facilities. No License under this Agreement shall extend to any of Licensor's Transmission Facilities.

Section 2.7. Fees. The fees referenced in this Agreement shall be as set forth in Exhibit A.

Section 2.8. Covered Entities. This Agreement allows Licensee to make Attachments to Licensor's Facilities only insofar as Licensee is a housing authority, school, university, government entity, or law enforcement agency. In the event Licensee is no longer a housing authority, school, university, government entity, or law enforcement agency, Licensor may, in accordance with Section 13.1, terminate this Agreement and/or Licensee's rights, privileges and authorizations hereunder, including all Licenses issued hereunder.

Section 2.9. License Denial. The parties agree that License(s) shall not be issued to Licensee when Licensor determines, in its reasonable discretion that such License(s) should be denied for (i) insufficient capacity, or (ii) for reasons of (a) safety, (b) reliability, or (c) generally applicable engineering purposes. Such denial shall be in writing to the Licensee.

Section 2.10. Third-Party Usage. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use Licensor's Facilities covered by this Agreement.

ARTICLE III **GENERAL REQUIREMENTS FOR ACCESS**

Section 3.1. Application Process Generally. Licensee shall not begin attaching any of its Attachments, including, without limitation, any power supply equipment, to any of Licensor's Facilities without first making application for a License and obtaining written approval of the License from Licensor as provided in Section 3.2.

Section 3.2. Application Process for Certain Attachments. Licensee shall submit a Complete Application for attaching or modifying any of its Attachments, identifying the Poles involved. A Complete Application shall be submitted on Licensor's form, which form may be modified from time to time by Licensor, prior to installing or modifying any Attachments on any Pole. Licensor shall timely notify Licensee of errors in an incomplete application and return the application to Licensee for resubmittal. The following provisions shall apply with respect to Licensee's Attachment requests:

(a) Survey. After Licensor's receipt of a complete application providing Licensor with all information necessary under Licensor's procedures to begin the Survey (a "Complete Application"), Licensor shall grant or deny an attachment request submitted by Licensee and provide Licensee written notification thereof ("Application Notification").

(b) Estimate. If Licensor does not deny Licensee's Complete Application as set forth above, Licensor shall, upon request from licensee, present to Licensee an estimate of charges to perform all licensor Make-Ready Work (the "Estimate").

(c) Acceptance. Licensee shall be entitled to accept the Estimate by making payment to Licensor of the amount set forth in the Estimate (the "Make-Ready Payment") any time after receipt of the Estimate but before the Estimate is withdrawn by Licensor. An Estimate shall be deemed withdrawn if Licensee has not submitted the Make-Ready Payment within thirty (30) days of receipt of such Estimate.

(d) Make-Ready. Licensor shall notify all known Joint Users and Other Licensees of the need for, and nature of, Make-Ready Work necessary to accommodate Licensee's request for access. Thereafter, Licensee shall follow-up with Joint Users and other Licensees to coordinate Make-Ready Work, as necessary, including to arrange for any necessary payments to such parties. Licensor will provide written notice to Licensee, via e-mail, NJUNS (or such other electronic notification system as Licensor may subsequently use) or otherwise, upon completion of Licensor Make-Ready Work.

(e) Contractors for Survey and Make-Ready Work. When Licensee hires a contractor for the purpose of installing or maintaining an Attachment, such contractor shall be from those on Licensor's list of contractors approved for such purposes ("Authorized Contractors"). Licensee shall provide Licensor with a reasonable opportunity for a representative of Licensor to accompany and consult with the Authorized Contractor and the Licensee during such work.

Section 3.3. Disclosure of Applications. To the extent necessary to accommodate Licensee's Attachments or the attachments of Other Licensees, requests for access may be shared with all Other Licensees.

Section 3.4. No Attachments in Power Space. No Attachments by Licensee or a third party shall be permitted in the power space or the Communication Worker Safety Zone defined by the NESC. All Attachments, including temporary Attachments, shall comply with the current edition of the NESC and any other requirements of this Agreement.

Section 3.5. Displacement. Licensor may reserve space for the future development of electric services and reclaim such space on its Poles, if needed, on sixty (60) days' notice to Licensee. If Licensee is displaced, it may be relocated to another acceptable location, if any, at Licensee's expense. If no acceptable location exists, then Attachments shall be removed by Licensee at Licensee's expense and risk, or, Licensee shall pay for any modification necessary to continue its access. If Licensee fails to remove Attachments in a timely manner, Licensor shall have the right to remove and/or relocate Attachments at Licensee's expense and risk.

Section 3.6. Assumption of the Risk. Licensee is advised that certain risks may be present in the installation, operation and maintenance of its Attachments. Any work by Licensee shall be performed with full knowledge and acceptance of the risks involved. Individuals involved in the installation or maintenance of the Attachments shall be knowledgeable regarding the installation, construction and operation of the Attachments and the dangers involved with working in the vicinity of energized equipment and lines. Upon request, Licensee shall annually provide Licensor documentary evidence that the qualifications of these individuals are current and their training is ongoing. No later than the first business day of each month, Licensee shall identify (i) where it will be attaching Attachments to Poles during the next thirty (30) days, and (ii) the contractor(s) (along with a contact person and telephone number) doing the work. The requirements of this paragraph shall be included in any agreement between Licensee and its contractors and subcontractors.

ARTICLE IV **INSTALLED FACILITIES**

Section 4.1. Installed Attachments. Licensee shall, at its own expense, install all Attachments in a safe condition and maintain the same in good repair and so as not to conflict with the use of said Pole by Licensor, Joint Users, or Other Licensees, or interfere with the use of facilities thereon or which from time to time may be placed thereon. Licensee shall notify Licensor in writing promptly upon completion of the installation of any newly constructed, permitted, or transferred Attachments approved by Licensor hereunder. Licensee shall inspect its Attachments on a routine basis in order to ensure compliance with the NESC and the terms of this Agreement.

Section 4.2. Operation.

(a) When a License is issued pursuant to this Agreement, Attachments shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the American National Standards Institute, National Electrical Code (NEC), the NESC, and the Missouri State Electric Code, each of which is incorporated by reference in this Agreement, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA) and in compliance with any lawful rules, regulations, or orders now in effect or that may hereafter be issued by Licensor, Governmental Authority, or other authority having jurisdiction. Without limiting the foregoing, Licensee agrees that Attachments will be installed in compliance with all applicable spacing requirements, with appropriate vertical clearances and clearance to overhead electric lines and equipment and consistent with generally applicable engineering requirements. As and to the extent applicable, Licensee shall comply with, and shall require any person acting under it, including, without limitation, agents, contractors and employees, to comply with the Overhead Power Line Safety Act (Sections 319.075 et seq. RSMo. 1986) and/or the Underground Facility Safety and Damage Prevention Act (Sections 319.010 et seq. RSMo. 1986), as amended from time to time. Nothing contained in this Agreement shall be construed as a grant of authority to Licensee or any person(s) acting under Licensee to take or perform any act in violation of the Overhead Power Line Safety Act and/or the Underground Facility Safety and Damage Prevention Act, or other applicable law.

(b) Licensee must furnish, own, install, operate and maintain Attachments at its own expense.

(c) Licensee will at all times comply with all applicable laws and regulations and, at its sole cost and expense, secure and maintain all permits, licenses, land rights, easements and approval of third parties necessary for the construction, installation, operation, maintenance and removal of its Attachments.

(d) Licensee shall make no modification to any equipment or facilities not owned by it or to any of Licensor's Facilities without first having obtained Licensor's written consent, except as expressly allowed by applicable law.

(e) In order to facilitate identification and notification of Licensee's Attachments, Licensee will provide means by which its Attachments can be identified from the ground (by looking up at the Pole), as illustrated by Exhibit B attached hereto and made a part hereof.

(f) Any inspections, whether or not made by Licensor, shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement for its Attachments.

(g) In the event that Attachments are found to be interfering or in conflict with existing equipment, facilities or Attachments of Licensor or Other Licensees, or if any Attachments interfere with the service needs of Licensor, or a Pole becomes inadequate to support Licensee's Attachment(s), and such interference or inadequacy of the Pole is due to Licensee's Attachment, then in Licensor's reasonable discretion, either: (a) Licensee shall relocate Attachments to another acceptable location, if any, at Licensee's expense and risk, or

(b) Licensor may arrange to relocate, replace or remove Attachments and Licensee shall reimburse Licensor for the expense thereby incurred and indemnify Licensor from any damages resulting or arising therefrom. If no acceptable location exists, then Attachments shall be removed, or, Licensee shall pay for any modification necessary to continue its access.

ARTICLE V

FACILITY MODIFICATION

Section 5.1. Facility Modifications by Licensor. Licensor will not be required to provide advance notice for Facility modifications made by reason of emergency or routine maintenance activities but shall provide sixty (60) days advance notice for non-routine maintenance. If Licensee uses the opportunity of Licensor's modifications to a Facility to benefit Licensee's Attachments, the Licensee shall pay a pro rata share of the modification costs. Where Licensor must replace or relocate a Pole and such replacement or relocation is not caused by the addition of a new Attachment, an emergency or routine maintenance, Licensor shall provide Licensee reasonable advance notice before undertaking such replacement or relocation. Licensee shall transfer Attachments within ten (10) days of receiving notice that the new Pole is in place. If Licensee does not transfer Attachments within such ten (10) day period, then Licensor may transfer Attachments at Licensee's expense and risk. If Licensor or another party is required to make a return trip to remove a Pole or perform other services as a result of Licensee's failure to transfer Attachments within the time period set forth herein, then Licensee shall reimburse Licensor or such third party for the cost incurred by such return trip.

Section 5.2. NJUNS. Licensee shall become a member of the National Joint Utilities Notification System ("NJUNS") to facilitate required notices, including, but not limited to, any need to modify or transfer facilities, or to permit new facilities. Licensor reserves the right to utilize a different electronic notification system in the future, and Licensee shall, upon sixty (60) days' notice, become a member of, enroll in, or otherwise commence participation in, such alternative electronic notification system.

Section 5.3. Excess Capacity. In the event that any modification results in excess capacity, Licensor shall retain the same as its exclusive property with all rights reserved.

ARTICLE VI

AUDIT PROCEDURES; PENALTIES

Section 6.1. Audit. At any time, Licensor may audit all or any portion of the Licensee's Attachments. Upon discovery of an Attachment that is not subject to a License hereunder (each an "Unauthorized Attachment"), or any Attachment that is subject to a License hereunder but is not in full, strict compliance with the terms of the License (each an "Improper Attachment"), the Licensor shall provide specific notice of such violation(s) ("Notice of Violation") to Licensee (including Pole number(s) and location(s)), and the procedures set forth below in this ARTICLE VI shall apply:

Section 6.2. Unauthorized Attachments. With respect to Unauthorized Attachments included in a Notice of Violation, Licensee shall pay Licensor back rent for the period of time during which the Unauthorized Attachment has been in place. If the actual time period during which the

Unauthorized Attachment has been in place cannot be demonstrated to Licensor's reasonable satisfaction, then the time period shall be presumed to be the lesser of (i) five years, or (ii) the number of years since the last audit. In addition to back rent, Licensee shall also pay to Licensor (i) liquidated damages in the amount of \$50 per each Unauthorized Attachment, and (ii) any non-recurring administrative expenses Licensor incurs as a result of processing and documenting such unauthorized Attachments.

Section 6.3. Correction of Violations. Licensor and Licensee have a mutual obligation to notify and correct immediately violations that pose imminent danger to life or property. Upon notice, Licensee shall correct such violations within 5 days or within any other defined time period as may be required by Licensor under the circumstances. Other violations shall be repaired as soon as possible but no later than sixty (60) days after written notice (which may be delivered by email). If Licensee fails to correct any violation within the timeframe required, Licensor may (a) impose a \$25 per day fee for each day the violation remains uncorrected, and/or b) correct the violation at Licensee's expense, plus 50% of such cost. Under no circumstances may Licensee perform corrective work on Licensor's facilities.

Section 6.4. Certification. Upon completion, each corrected Improper Attachment shall be "certified as corrected", in writing to Licensor and signed by Licensee.

Section 6.5. Licensee Obligations. The fact that Licensor has conducted or is in the process of conducting an audit shall not relieve Licensee from any obligations with respect to its Attachments as provided for in this Agreement, including, without limitation, its indemnification obligations provided for in ARTICLE IX.

ARTICLE VII

CHARGES FOR SERVICE AND PAYMENT TERMS

Section 7.1. Application Fees. Licensee shall pay, as applicable and as set forth on Exhibit A, (a) an Attachment application fee ("Attachment Application Fee") at the time it files a Complete Application, , (b) a power supply application fee ("Power Supply Application Fee") with respect to a Power Supply Application, or (c) a right-of-way application fee ("Right-of-Way Application Fee") with respect to an application for use of a right-of-way pursuant to ARTICLE XII. The costs for Surveys are included in the applicable Application Fee provided for in Exhibit A. The fees provided for in this Section 7.1 represent Licensor's good faith estimate of the cost required to analyze and process Licensee's proposed use of Licensor's Facilities. Licensee will be required to pay in advance the applicable Application Fee, regardless of whether Licensee occupies Licensor's Facilities. This fee may be changed from time to time by Licensor to reflect any increases in its costs.

Section 7.2. Annual Payment of Attachment Fees. For each of its Attachments, Licensee shall pay annually, in arrears, the Annual Pole Attachment Fee and Annual Right-of-Way Occupancy Fee, as each is set forth in Exhibit A for each of its Attachments as determined by Licensor in accordance with Licensor's internal records. Equipment attached for any period of time during a calendar year will be counted as an Attachment for the entirety of such year for the purpose of calculating the Attachment fee for such year. As soon as practicable after the end of each calendar year, Licensor will provide to Licensee an updated Exhibit A setting forth the rates

applicable in arrears to the prior year's Attachments. No earlier than sixty (60) days thereafter, Licensor will provide to Licensee an invoice setting forth the amount of the fees for all Attachments during the previous calendar year based on the Attachment fees in effect for such prior year (as set forth in the updated Exhibit A provided to Licensee). The amount due under each invoice shall be due to Licensor within thirty (30) days after the date of the applicable invoice. Licensor may, in its sole discretion, change its billing cycle to a current year basis, but shall provide Licensee written notice of any such change at least six (6) months prior to implementing any such change.

Section 7.3. Electricity. Licensee shall pay Licensor for all electricity used, including electricity consumed by its power supply equipment.

Section 7.4. Payment for Make-Ready Work. Licensee will be required to pay in advance of making any Attachment, the estimated cost for all Make-Ready Work necessary to accommodate access or modification to Facilities for an Attachment.

Section 7.5. Payment Terms for Other Fees and Expenses. Unless otherwise specified herein, all charges shall be due in full to Licensor within thirty (30) days of billing.

Section 7.6. Late Payment Charges and Costs. A carrying charge equal to the lesser of 1.5% per month or the maximum amount allowed by law shall accrue on any outstanding balance owed Licensor after thirty (30) days.

ARTICLE VIII **PERFORMANCE BOND**

Section 8.1. Performance Bond. Licensee shall provide, at Licensor's request, a performance bond in an amount set by Licensor and by an issuer with an A.M. Best rating of "A-" or better, to secure the payment of funds which may be due Licensor by Licensee pursuant to this Agreement in the amount set forth in Exhibit "F".

ARTICLE IX **PROTECTION AGAINST ACCIDENTS/DAMAGES/INDEMNIFICATION/** **INFORMAL DISPUTE RESOLUTION**

Section 9.1. Due Care; Waiver; Liability.

(a) The Licensee shall exercise due care and take all appropriate safety precautions necessary or advisable for the prevention of accidents, and shall comply with all laws and regulations applicable to the work to be performed hereunder, to avoid damage, loss, or injury of any and all kinds or nature whatever to persons and property.

(b) The Licensee waives all claims against Licensor, its affiliates, parents, subsidiaries or successors, their officers, agents and employees for damage to property or Attachments of Licensee arising out of the work performed hereunder, WHETHER OR NOT SUCH DAMAGE WAS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF LICENSOR, ITS OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS.

(c) The Licensee shall hold harmless, defend and indemnify Licensor, its officers, employees and agents from and against all claims, liabilities, judgments, costs and expenses for personal injury or death of any person(s) and for damage to the property of any third person(s), arising out of this Agreement and the work to be performed hereunder, WHETHER OR NOT CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF LICENSOR, ITS OFFICERS, EMPLOYEES OR AGENTS. This indemnity shall apply whether such death or injury is to the person(s) of any officer(s), agent(s), servant(s) or employee(s) of the Licensee, or their properties or to any other person whomsoever.

(d) The Licensee shall be responsible for any damage to the property of Licensor arising out of the performance of the work, WHETHER OR NOT CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE LICENSOR OR ITS OFFICERS, EMPLOYEES OR AGENTS.

(e) Licensor hereby notifies Licensee that any wood or composite Poles on which Licensee places its Attachments may contain lead or other hazardous chemicals. Licensee shall notify its workers or its agents and contractors of the possible hazards associated with Licensor's Poles. Licensee hereby releases and holds Licensor harmless from any damages, both to property and for bodily injury arising out of any hazardous condition on any Licensor property.

(f) LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, CONDITION, ZONING, GOVERNMENTAL RESTRICTIONS OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SITE, INCLUDING ANY WARRANTIES AS TO SUBSURFACE CONDITION OR SUBSIDENCE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITES, THE SURROUNDING PROPERTY, ELEVATIONS OR RECEPTION.

Section 9.2. Licensor Operations. Licensor reserves to itself, its successors and assigns, the right to maintain and operate its Facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor will not be liable to Licensee, Licensee's customers, or any others for any interruptions of service to Licensee, or for interference with operation of its Attachments arising in any manner, including by Licensor's negligence, out of use of Licensor's Facilities hereunder, and Licensee shall indemnify, defend, protect and save harmless Licensor from any and all claims, demands, suits, judgments, liabilities, loss, damages, including punitive damages, court costs and expenses, including attorney's fees, in any manner arising therefrom.

Section 9.3. Indemnity. Licensee assumes the risk of liability for and shall indemnify, defend, protect and save harmless Licensor with respect to all communications transmitted by Licensee from and against any and all claims and suits for damages, including punitive damages, or loss for infringement of copyright, for libel or slander, for business disparagement, for unauthorized use or treatment of other program material, and from and against all claims and suits for infringement of patents with respect to the manufacture, use and or operation of Attachments in combination with Licensor's Facilities.

Section 9.4. Supervision. Licensee is hereby advised that energized electric lines, which must be avoided, are or may be installed in the vicinity of its Attachments. Licensee shall warn and alert each of its employees or contractors working for it of the existence, location, and nature of the energized electric lines. Any work to be performed by Licensee is undertaken with full knowledge and awareness of and assumption of the risk involved in performing work with the existence of the energized lines. Licensee shall not permit anyone to work on Licensors' Facilities who is not aware of the dangerous nature of electricity or who is not qualified to work in the vicinity of electric facilities. Licensee shall insure that adequate equipment is provided for working in the vicinity of electric facilities, and shall provide adequate supervision and assistance for such workers so as to avoid accidental contact with hazardous electric facilities.

Section 9.5. Notifications. Licensee will promptly notify Licensors and other Licensees of any damage caused to their Facilities or equipment and shall notify Licensors and other Licensees of any claims or damages of any kind directly or indirectly associated with Attachments.

Section 9.6. Insurance.

(a) Licensee shall procure and maintain for the duration of the Services, insurance covering claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services by Licensee, its agents, representatives, and Subcontractors, or by anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

(b) The required insurance shall include the following coverages and limits:

(i) Commercial General Liability insurance on the premises and Services covered by this Agreement and specifically including, without limitation, contractual liability insurance to cover liability assumed by Licensee with combined single limits, per accident, of not less \$1,000,000 for bodily injury, including death and property damage.

(ii) Commercial Automobile Liability Insurance coverage with a combined single limit of not less than \$1,000,000 per occurrence and in the aggregate. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles). If Licensee hauls hazardous material, including hazardous waste, the policy shall include MCS-90 and CA 99 48 or equivalent endorsements.

(iii) Workers Compensation and Employer's Liability Insurance, as follows:

(A) Coverage A (Workers' Compensation) - Statutory

(B) Coverage B (Employer's Liability):

(a) \$1,000,000 each accident

(b) \$1,000,000 each disease

(c) \$1,000,000 disease policy limit

(iv) Excess Liability or Umbrella Insurance on a following form basis providing coverage in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability with limits of not less than \$5,000,000 per occurrence.

(c) All policies shall be issued by carriers having at least an A.M. Best's rating of "A-" and an A.M. Best's financial size category of "VII" or greater.

(d) Except for Workers' Compensation Coverage A, each policy shall name Ameren Corporation and subsidiaries as additional insureds on a primary and non-contributory basis and include a severability of interest provision. Licensee shall provide Company an additional insured endorsement

(e) Licensee shall require its insurance carriers to waive all rights of subrogation against Ameren, its affiliates and subsidiaries and their respective directors, officers, agents and employees. Licensee shall provide Company a waiver of subrogation endorsement.

(f) All policies shall be written on an occurrence basis. Claims made policies are acceptable provided that coverage is maintained for a period of 3 years following completion of Services.

(g) Prior to performing any Services, and upon each policy renewal, Licensee shall provide certificates of insurance and endorsements showing the required coverages and naming "Ameren and its subsidiaries" as the certificate holder. Ameren reserves the right to require a complete copy of any such policy of insurance. Licensee shall promptly notify Ameren of any notice received or knowledge acquired by Licensee of any cancellation of any policy issued to meet the requirements of this Section. Failure to notify Ameren shall constitute a material breach of the Contract and Ameren may prohibit Licensee from proceeding with or completing the Services until such time as Licensee has complied. All insurance notifications shall be addressed to:

Ameren Missouri
Attn: Supervisor Credit Collections
1710 Gratiot St. (Mail Code 310)
St. Louis, MO 63103

(h) To the extent Licensee uses Subcontractors in the performance of the Services, Licensee shall ensure all such Subcontractors maintain insurance coverage and limits identical to those required of Licensee unless otherwise agreed to by Ameren. Licensee shall obtain Certificates of Insurance from each such Subcontractor prior to its commencement of the Service.

ARTICLE X **ASSIGNMENT**

Section 10.1. Assignment. Licensee will not assign, transfer or sublet this Agreement or any part thereof or the privileges granted thereby, and this Agreement shall not inure to the benefit of Licensee's successors, without Licensor's prior written consent. Licensor may assign or transfer this Agreement at any time. In the event such consent or consents are granted by Licensor, this Agreement shall extend to and bind the successors and assigns of the parties hereto. Licensor

may, at its discretion, require that a new Agreement or license be signed by the successor rather than assigning rights under the existing Agreement

Section 10.2. Sublicense. Licensee shall not sub-license to a third party Licensor's Facilities or Attachments. Such action shall constitute a breach of this Agreement.

ARTICLE XI

REQUIREMENTS FOR ATTACHMENT TO POLES

Section 11.1. Location. Except for the power supply equipment, Licensee shall locate Attachments a minimum of 40" below the communication space as designated by the NESC on the same side of the Pole as any existing communications circuitry, provided, however, that power supply equipment shall be placed in locations mutually agreed upon by the parties.

Section 11.2. Non-Interference. Licensee shall have the obligation and duty to verify that the service requirements of Joint Users or Other Licensees will not be disrupted.

ARTICLE XII

REQUIREMENTS FOR USE OF RIGHTS-OF-WAY

Section 12.1. Rights-of-Way. Any proposed use of Licensor's rights-of-way by Licensee must be lawful under applicable regulations, ordinances, or other law, will be subject to the Right-of-Way Application Fee and annual right-of-way occupancy fee set forth on Exhibit A (the "Annual Right-of-Way Occupancy Fee"), and access will be granted or denied by Licensor.

ARTICLE XIII

TERMINATION OF THE AGREEMENT

Section 13.1. Term. The initial term of this Agreement is for a one (1) year term then year to year thereafter.

Section 13.2. Termination. This Agreement may be terminated: (a) by mutual consent, or (b) by either party by giving the other party at least sixty (60) days' prior written notice of its intent to terminate, or (c) by a party if the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) becomes insolvent or unable to pay its obligations as they accrue, or (iv) becomes subject to direct control by a trustee, receiver or similar authority.

Section 13.3. Termination for Default. If Licensee shall fail to comply with any of the provisions of this Agreement, or shall default or breach any of its obligations hereunder and shall fail to correct such default, non-compliance or breach within thirty (30) days after written notice from Licensor, Licensor may, at its sole option, (i) terminate the Agreement, (ii) terminate the permit covering the Poles as to which such default, non-compliance or breach shall have occurred, (iii) require the default or breach to be corrected and decline to permit additional Attachments until all breaches have been corrected, or (iv) remove, relocate or rearrange the affected Attachments at Licensee's expense. Licensor shall be entitled to seek equitable relief in order to enforce any of its remedies provided for herein.

Section 13.4. Effects of Termination. In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall remove Attachments immediately from Licensor's Facilities; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to Licensor until such Attachments are actually removed. In the event that Licensee does not remove Attachments with respect to Licenses that have been terminated within sixty (60) days, or in the event that Licensee does not remove Attachments within sixty (60) days after termination of the entire Agreement, Licensor shall have an option to either (a) elect, in writing, to accept ownership of Attachments at no cost to Licensor, in which case Licensee shall furnish a proper bill of sale, or (b), elect to remove Licensee's Attachments and deliver same to Licensee, all at Licensee's expense, in which case Licensor shall not be responsible for any damage to Attachments resulting therefrom.

ARTICLE XIV **ATTACHMENT REMOVAL**

Should Licensor under any applicable provision of this Agreement remove Attachments from Licensor's Facilities, Licensee shall reimburse Licensor for the actual and reasonable cost of removal and storage, and all other amounts due to Licensor hereunder.

ARTICLE XV **LIMITATION OF LIABILITY**

Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with Licensee's Attachments or related appliances, or for incidental, special or consequential damages, including, but not limited to, lost profits, lost savings or loss of use, even if Licensor has been advised as to the possibility of such damages.

ARTICLE XVI **FORCE MAJEURE**

Licensor shall not be liable for any damages, costs, expenses or other consequences incurred by Licensee or by any other person or entity as a result of any delay in or inability to provide usable space to Licensee due to circumstances or events beyond the reasonable control of Licensor, including, but not limited to fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, pandemic, explosion, acts of the public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the control and without the fault or negligence of the Licensor. Notwithstanding any Force Majeure condition, Licensee shall remain liable for all amounts owed to Licensor under this Agreement.

ARTICLE XVII **GOVERNING LAW; LAWSUITS**

This Agreement, including the interpretation, construction, validity and enforceability hereof, and the transactions contemplated herein, and all disputes between the Parties under or related to this Agreement or the facts and circumstances leading to its execution or performance, whether in contract, tort or otherwise will be governed by the laws of the State of Missouri

without regard to the conflict of laws rules thereof. EACH PARTY, KNOWINGLY AND INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY, WAIVES TRIAL BY JURY IN AND AS TO ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY CLAIM, COUNTERCLAIM, CROSS CLAIM OR THIRD PARTY CLAIM THEREIN. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT SHALL BE INSTITUTED EXCLUSIVELY IN THE UNITED STATES FEDERAL COURTS WITH JURISDICTION OVER THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, OR IF JURISDICTION IS NOT PROPER IN SUCH COURTS THEN ONLY IN THE MISSOURI STATE COURTS WITH JURISDICTION OVER ST. LOUIS COUNTY, MISSOURI, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

ARTICLE XVIII

RECORDS AND AUDIT RIGHTS

Licensee shall maintain records of all of its Attachments to Licensor's Facilities. The obligation to maintain records shall continue until three years after Licensee's Attachments have been removed. Licensor shall have the right to inspect said records during normal business hours and Licensee shall make a good faith effort without charge to make said records available for inspection.

ARTICLE XIX

LIENS AND TAXES

Licensee shall promptly pay for all actual charges for work and materials in connection with Attachments and shall promptly pay all taxes levied in connection therewith and Licensee shall hold Licensor's property harmless from any associated liens or encumbrances. Licensee shall reimburse Licensor for any additional personal, rental, real property or other taxes paid by Licensor as a result of the Attachments hereunder. In addition, Licensee shall reimburse Licensor for any additional taxes including, without limitation, sales, use, gross receipts, and excise taxes, assessments, fees, duties or charges of any governmental entity (federal, state, regional or local) paid by Licensor as a result of the fees charged to and collected from Licensee hereunder. Licensee shall make such reimbursements within sixty (60) days of receipt of notice of such additional taxes. Licensee may contest, at its own expense, any tax or assessment imposed in connection with its Attachments and equipment. Notwithstanding the foregoing, neither party shall be liable for any tax related to net income of the other party.

ARTICLE XX MISCELLANEOUS

Section 20.1. Waiver. Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

Section 20.2. Severability. In the event that any of the terms of this Agreement are found to be unenforceable for any reason, Licensor, at its sole option, may declare the remainder of the Agreement to be null and void, or may, in its sole discretion, waive any such provision found to be ineffective and enforce the remaining provisions of this Agreement.

Section 20.3. Amendment. Except as provided in Section 7.2, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

Section 20.4. Representations and Warranties; Good Faith Negotiation. Each party represents and warrants to the other that (i) it has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement and subsequent Licenses will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law of the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree. The parties acknowledge that the terms and conditions set forth in this Agreement were agreed to voluntarily after extensive good faith negotiations at arm's length and contain concessions, valuable consideration, benefits and burdens for and from both parties. Nothing in this Agreement shall prevent Licensor from challenging any rates established by the Commission

Section 20.5. Attorney's Fees. Licensee will be responsible for Licensor's attorney's fees and costs incurred in connection with enforcement of any provision of this Agreement.

Section 20.6. Notice. Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, sent by electronic mail to, or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed to the contact personnel listed below, or to such other address as either party may, from time to time, give the other party in writing.

Licensor:**Licensee:**

General Counsel
Union Electric Company
One Ameren Plaza
P.O. Box 66149
1901 Chouteau Avenue
St. Louis, MO 63166-6149
Phone: (314) 554-2098
Fax: (314) 554-4014
E-mail: gnelson@ameren.com

Section 20.7. Confidentiality. Licensor and Licensee agree that, for purposes of this Agreement, “Confidential Information” shall include the following: (1) the terms of this Agreement; (2) certain technical, financial, and strategic information relating to Licensor’s and Licensee’s respective businesses; and (3) any other information that, under the circumstances surrounding disclosure, a reasonable person would regard as confidential.

Licensor and Licensee agree that they will safeguard any Confidential Information, whether set forth within this Agreement or received from the other party in furtherance of this Agreement, unless such information: (a) is or becomes part of the public domain by publication or otherwise through no fault of the receiving party; (b) is or has been lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; (c) is independently developed by the receiving party without reference to the Confidential Information; or (d) is required to comply with a court or administrative order, provided that the receiving party first uses reasonable efforts to obtain an order preserving the confidentiality of the Confidential Information, and provided that the receiving party gives the other party timely notice of the contemplated disclosure in order to provide the disclosing party the opportunity to intervene to preserve confidentiality.

All written Confidential Information shall be conspicuously labeled as such, and all Confidential Information disclosed orally shall be identified as such at the time of disclosure, and summarized in writing to the receiving party within ten (10) business days after disclosure. The receiving party will not distribute, disclose, or disseminate Confidential Information in any way, to anyone, and will disclose the Confidential Information only to those of its employees who are required to receive such information. Licensor and Licensee agree that the termination of this Agreement does not relieve the either party of its obligations hereunder with respect to the protection of Confidential Information received prior to termination.

Section 20.8. Service Territory. This Agreement applies only to Attachments in Licensor’s service territory in Missouri.

Section 20.9. Headings. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

Section 20.10. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

Section 20.11. Entire Agreement. This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for placement and maintenance of Attachments on Licensor's Facilities covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

Section 20.12. No Third-Party Beneficiaries. This Agreement is solely for the benefit of Licensee and Licensor, and not for the benefit of any third-parties. Unless expressly stated otherwise herein, no provision of this Agreement shall be construed to provide any third-party with any benefit or right under this Agreement.

Section 20.13. Service Fee. In the event Licensee fails to timely perform work it is required to perform under this Agreement, and Licensor performs such work, then Licensee shall reimburse Licensor its actual cost of such work, plus an additional 25% of such costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

LICENSOR

LICENSEE

UNION ELECTRIC COMPANY
d/b/a Ameren Missouri

Print Name: _____

Print Name: _____

Signature: _____
Kevin D. Anders, Vice President

Signature: _____

Date: _____

Date: _____

EXHIBIT A
LICENSE FEE ADDENDUM

ATTACHMENT AND USE FEES

Annual Distribution Pole Attachment Fee (Security Devices)	\$100.00
Annual Right-of-Way Occupancy Fee (Applicable to right-of-way owned by licensor)	\$1.00 per lf

APPLICATION FEES IN EFFECT

Attachment Application Fee (Type 1) For license plate readers and cameras over 50 lbs. Includes data/document support, engineering analysis and review, and post- installation field audit	\$450.00 per Pole
Attachment Application Fee (Type 2) For license plate readers, cameras, and gunshot detection system below 50 pounds	\$0.00 per Pole
Power Supply Application Fee	\$50.00 per Pole
Right of Way Occupancy Application Fee (Applicable to right-of-way owned by licensor)	\$24.00

EXHIBIT B

IDENTIFICATION SPECIFICATION

Equipment must be tagged at a minimum of every pole with an ID tag containing a preassigned three (3) digit number provided by Ameren. This tag shall be installed in a manner that is legible from the ground, have a background color contrasting with the numbering. The material shall be both weather and UV resistant.

Minimum height of ID tag shall be 2" tall and 3" in length. The three digit numbering must utilize the majority of the available space on the ID tag.

ID tags can either be drilled with two holes only at the top for free-hanging or with four holes or tied to Licensee's facility. Drill holes should be approximately 1/4" from all edges and large enough to allow for ties. The tag shall be hung or installed in a position that can be legible from the ground. If using zip ties, they must also be UV and weather resistant. If using a metal material tie, the material must be weatherproof and rustproof.

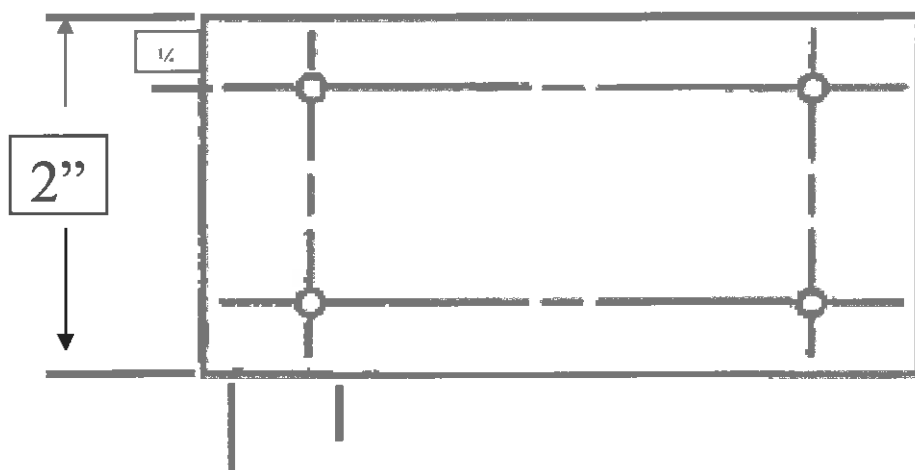


EXHIBIT C

SECURITY CAMERA ATTACHMENT ON DISTRIBUTION POLE

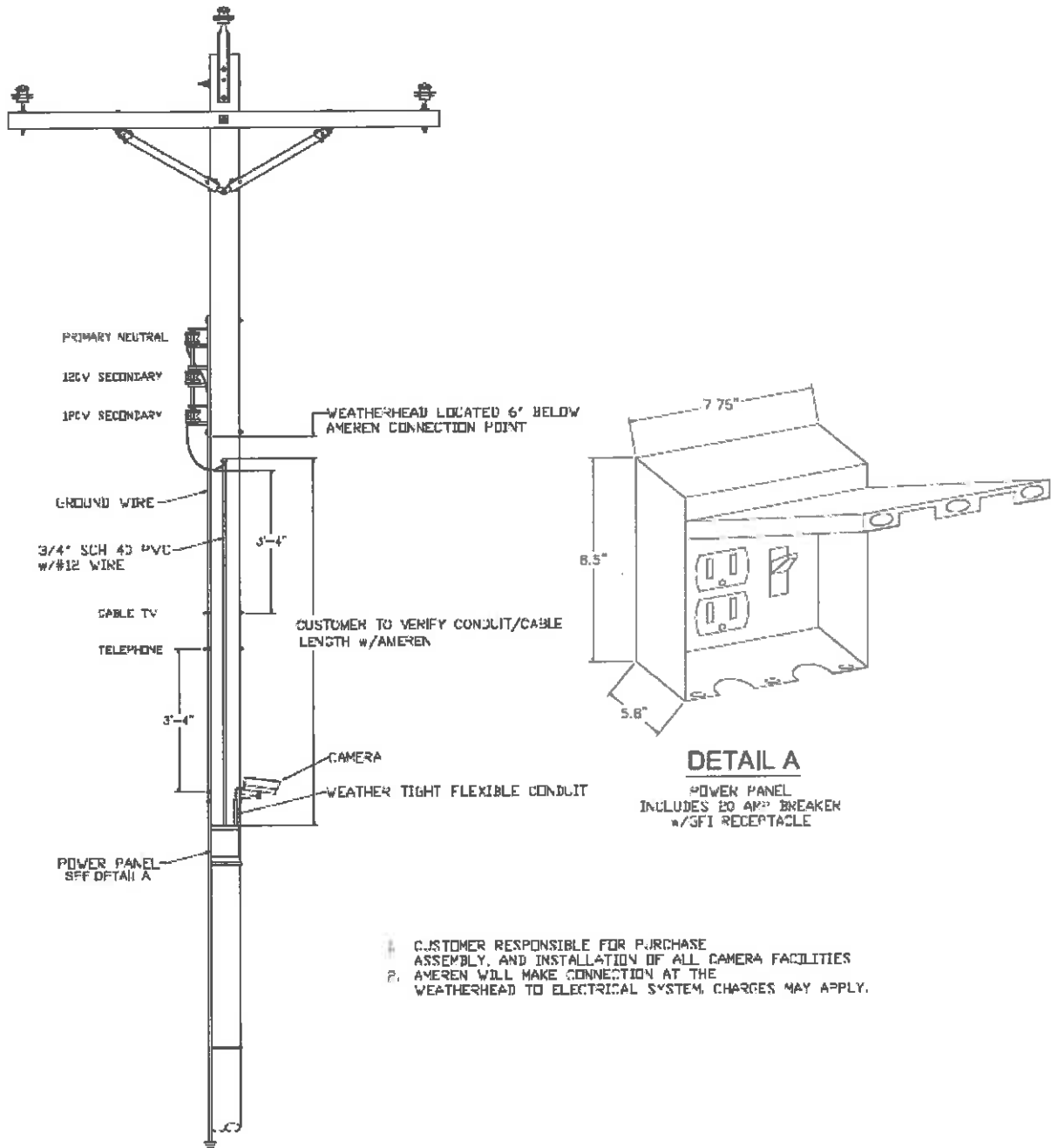


EXHIBIT D

JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) CLEARANCES AND GROUNDING METHOD FOR POWER SUPPLY CABINET (TELEPHONE CABLE AND LICENSEE CABLE ON SAME SIDE OF POLE)

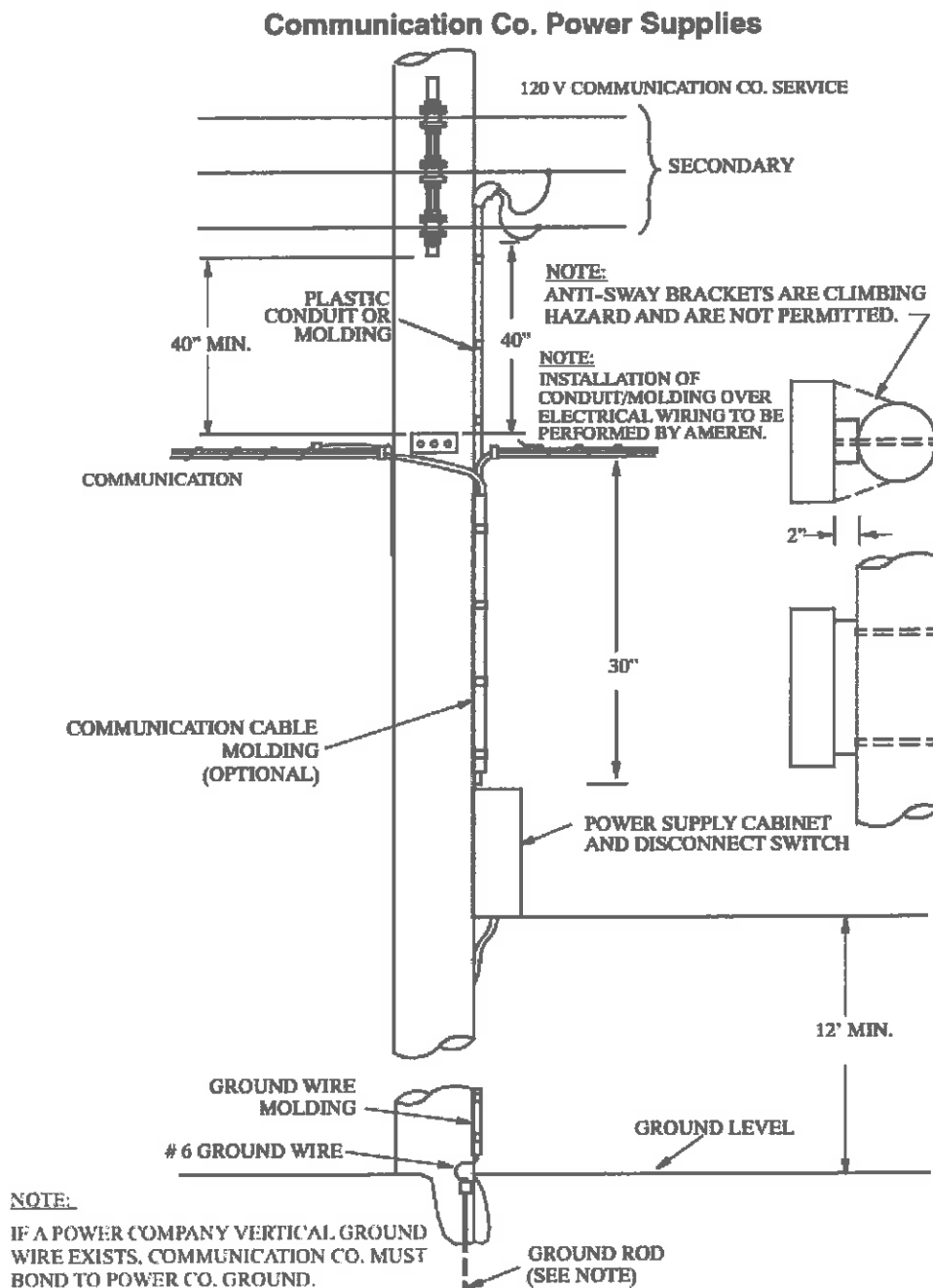


EXHIBIT E

JOINT POWER, TELEPHONE AND AUTHORIZED LICENSEE'S (AL) LOCATION AND PLACEMENT OF RISERS ON JOINT USE POLES

Composite poles are a new addition to the Ameren distribution and sub-transmission systems. Below are the guidelines for communication companies using Ameren wood and composite poles.

1. Ameren and communication companies vertical runs shall not be placed on the same pole if it is practicable to place them on separate poles. If vertical runs must be placed on the same pole, the runs shall be placed in adjacent quadrants so that one-half of the pole is left open for climbing.
2. A riser should not be placed on a pole which by its addition exceeds the allotted quadrant or infringes on that portion of the pole considered as the climbing side.
3. Where an existing riser is in slotted circuit, an additional riser on the same pole should be placed in the same conduit, if possible, in order to conserve pole space. Primary and secondary risers may be placed in the same conduit.
4. Preferred construction will be Schedule 80 conduit for the first 10 foot section. If non-shielded cable operating above 2000 volts to ground is to be installed, a metal guard must be installed over the conduit.
5. Communication companies can be attached by pre-fabricated bolted option or by field assembly banded option on composite pole.

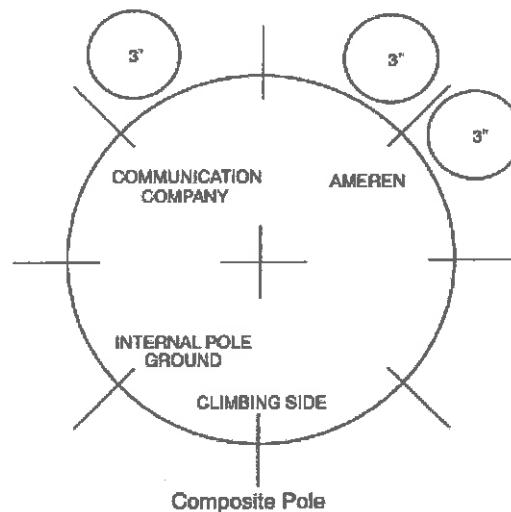
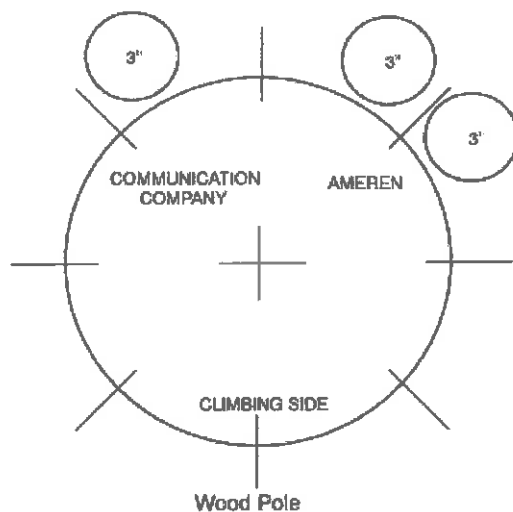


EXHIBIT F
BOND SCHEDULE

<u>Bond Amount</u>	<u>Number of Total Pole Attachments</u>
Minimum Bond Amount	\$250,000 (up to 100 Attachments)
For Each Attachment in Excess of 100:	\$2,500/per Attachment