



**CITY OF WELDON SPRING
BOARD OF ALDERMEN MEETING
ON THURSDAY, NOVEMBER 12, 2019, AT 7:30 P.M.
WELDON SPRING CITY HALL
5401 INDEPENDENCE ROAD
WELDON SPRING, MISSOURI 63304**

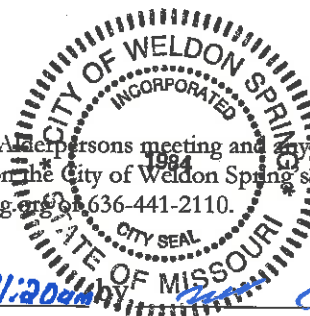
******AGENDA******

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. APPROVAL OF MINUTES**
 - A. November 12, 2019 – Regular Board Meeting Minutes
- 5. CITIZENS COMMENTS:**
- 6. PUBLIC HEARING:**
- 7. CITY TREASURER:** Paid Bills (11-6-19 – 12-5-19) & Unpaid Bills (11-13-19 – 12-12-19)
- 8. UNFINISHED BUSINESS:**
 - A. Bill #1133 - An Ordinance Authorizing the Execution of an Agreement between ST. Charles County and the City of O'Fallon, the City of St. Charles, the City of St. Peters, the City of Wentzville, the City of Lake St. Louis, the City of Weldon Spring, the City of Dardenne Prairie, and the City of Cottleville, Missouri, Municipalities to Share Costs Regarding Ortho and Oblique Imagery from, Pictometry – **Alderman Schwaab**
- 9. NEW BUSINESS:**
 - A. An Ordinance Authorizing the Acceptance of the Dedication of the Sanitary Sewers of the Summit at Whitmoor Subdivision by the City of Weldon Spring, Missouri, and Matters Relating Thereto (**Read 2X**) – **Alderman Clutter**
 - B. An Ordinance Amending Section 116.020(C)(1) of the Municipal Code for the City of Weldon Spring, Missouri Regarding Membership to the Parks & Recreation Advisory Committee (**Read 2X**) – **Alderman Baker**
 - C. An Ordinance Enacting Article IV Section 130.100 of the City of Weldon Spring, Missouri, Municipal Code Establishing A Reserve Fund Policy – **Alderman Clutter**
 - D. An Ordinance Authorizing the Execution of an Amended Agreement with Lashley & Bear P.C. Regarding Prosecuting Attorney Legal Services (**Read 2X**) – **Alderman Kolb**
 - E. Independence Road Phase IV Supplemental Agreement #3 – **City Administrator**
 - F. Curb Replacement Bid Results – **City Administrator**
 - G. Kiwanis Club Update – **Alderman Clutter**
 - H. Sammelman Road Sidewalk Project – **City Administrator**
 - I. Business License (Discussion) – **Alderman Baker**
- 10. REPORTS & COMMITTEES:**

A. City Administrator	B. City Attorney
C. Planning & Zoning Commission	D. Finance Committee
E. C.E.R.T. Report	F. Parks & Recreation (Appointment)
- 11. RECEIPTS & COMMUNICATIONS**
- 12. WORK SESSION:**
 - A. Scheduling January Work Session (Procedures)
- 14. ADJOURNMENT**

Copies of all ordinances proposed to be introduced for consideration by the Board of Aldermen and any other items included in the Board of Aldermen's Board Packet are available for public inspection on the City of Weldon Spring's website or at the Office of the City Clerk. The City Clerk can be contacted at bhanks@weldonspring.org or 636-441-2110.

This notice was posted at 5401 Independence Road on 12-6-19 at 11:20am by [Signature]



**CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
NOVEMBER 12, 2019**

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, November 12, 2019 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.

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 Hillmer
Ward 2:	Alderman Schwaab	Alderman Kolb
Ward 3:	Alderman Martiszus	Alderman Baker

A quorum was declared.

MINUTES: October 24, 2019 Board Minutes - Alderman Clutter moved to approve the minutes as written from the October 24, 2019 regular meeting. Alderman Schwaab seconded the motion.

Motion carried with 6 ayes.

PUBLIC COMMENTS:

A representative from Boy Scout Troop #353 addressed the Mayor and Board regarding a request from Boy Scout #353 to operate Christmas tree sales at the vacant lot adjacent to the Dairy Queen located at Independence Road. Alderman Schwaab made a motion to allow Boy Scout Troop #353 to conduct Christmas tree sales at the vacant lot next to Dairy Queen on Independence Road and waive any and all fees normally associated with conducting business within the City, seconded by Alderman Hillmer. **Motion carried** with 6 ayes.

JoAnne Dunaway, 5416 Gareth Drive: She updated the Board on the Camelot Subdivision Fence Project, which is currently being reviewed by the City. She indicated that the Public Right of Way may be an issue for this project because the Homeowner Association has a desire to connect the fence to two existing fence sections that have been installed by the City as part of the roadway improvements to Independence Road.

Kristen Kniest, 50 Agravaine Court: She stated she has filed a record request with the City for the final Punch List and the "as built" plans associated with Independence Road Phase 4 project because she still believes that the line of sight issue exiting Camelot is still a safety concern and she wants to know if the intersection line of sight was built to plan.

PUBLIC HEARING: There was no public hearing scheduled.

TREASURER'S REPORT: Alderman Cutter made a motion to accept the Treasurer's packet of paid bills from October 16, 2019, seconded by Alderman Hillmer. **Motion carried** with 6 ayes.

UNFINISHED BUSINESS:

Bill #1133: An Ordinance Authorizing the Execution of an Agreement between St. Charles County and the City of O'Fallon, the City of St. Charles, the City of St. Peters, the City of Wentzville, the City of Lake St. Louis, the City of Weldon Spring, the City of Dardenne Prairie, and the City of Cottleville, Missouri, Municipalities to Share Costs Regarding Ortho and Oblique Imagery from, Pictometry: There was no action taken at this time.

NEW BUSINESS:

Weldon Spring ROW Ground Maintenance Bid Results: Mr. Padella (City Administrator) told the Board that they only received one bid. Mr. Wohler (City Attorney) said that the City has the right to reject any and all bids. After a brief discussion, it was decided the City would rebid for this work over winter, but the City Administrator will confer with the new Parks & Facilities Manager on this matter.

Winter 2019 Newsletter Approval: Alderman Baker made a motion to approve the Winter 2019 Newsletter with 2 additions, seconded by Alderman Martiszus. **Motion carried** with 6 ayes.

Note: Alderman Baker wanted the Newsletter to mention that Beseda Flooring donated the use of a box truck and driver to help with the Forest ReLeaf project. Alderman Kolb wanted the Newsletter to mention the construction project on Westwood Drive.

REPORTS AND COMMITTEES:

City Administrator: Mr. Padella (City Administrator) summarized his report.

Mr. Padella stated that the City has not received a formal Punchlist from Cochran Engineering and the "as built" plans for Independence Road Phase 4 are not completed. A brief discussion about the line of site issue took place.

Alderman Clutter wants the City to find a long-term solution for the safety issue on Sammelman Road for pedestrians at the sharp 90° curve on top of the hill. A discussion took place.

Alderman Baker wanted to know when the City is going move forward with the Wolfrum Trail Project. Mr. Padella stated that the Wolfrum Trail Project engineering services was bundle with the two proposed walking trail projects within the existing City Park and the adjacent park land (on the Brock park addition) to save the City money. He added that Cochran Engineering was going to have all three walking trail projects in the same set of plans. Alderman Baker wants a timeline for the design plans.

Alderman Clutter voice his displeasure on the delay to get projects completed, such as the monument sign and memorials commemorating Dorothy Moore and Pat Oldcorft. A lengthy discussion about the Parks & Recreation Advisory Committee and how the Committee continues to revisit certain topics took place. Alderman Baker stated he will communicate with the Committee about the Board's wishes and direction for the next couple months.

City Attorney: No report given

Planning and Zoning Commission: No report given

Finance Committee: Alderman Clutter stated the Finance Committee will have their next meeting on November 13, 2019. He added that he plans to introduce a Bill, at the recommendation of the Finance Committee, at the December Board meeting regarding the Reserve Fund Policy

CERT Committee: Alderman Schwaab talked about an upcoming training session that he will be attending.

PRAC Committee: No report given

Priorities Update: No report given

RECEIPTS & COMMUNICATIONS:

Alderman Clutter: He asked the Board to consider changing the Board meeting in December due to a possible lack of a quorum at the next Board meeting. After a brief discussion, it was decided that the next Board meeting would be on December 12, 2019, instead of December 10, 2019.

A brief discussion about scheduling road maintenance priorities took place.

Alderman Schwaab: He stated he received complaints regarding noise at Strathalbyn Farms Club.

Alderman Martiszus: He wanted an update about curb replacement for the December Board Meeting.

Alderman Baker: He gave a compliment about the landscaping on Independence Road by the Camelot Homeowner Association.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 9:26 PM and Alderman Hillmer seconded the motion. **Motion carried with 6 ayes.**

Respectfully submitted,

William C. Hanks
City Clerk

**PAID BILLS TO BE APPROVED
NOVEMBER 6, 2019 -- DECEMBER 4, 2019**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
12th DAY OF DECEMBER, 2019 _____ MAYOR

10/25/2019 thru 12/4/2019

ACCOUNTS PAYABLE

CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
AFLAC	EMPLOYEE INS PAYABLE	241.24	11290562	11/1/2019
ANTHEM LIFE	EMPLOYEE INS GROUP A37265	92.50	15853	11/19/2019
AZAR PRINTING INC	PRINTING/MAILING NEWSLETTER	593.86	15807	11/1/2019
AZAR PRINTING INC	POSTAGE - NEWSLETTER	504.55	15819	11/8/2019
AZAR PRINTING INC	POSTAGE - NEWSLETTER	504.55	15864	11/26/2019
AZAR PRINTING INC	PRINTING/MAILING NEWSLETTER	818.86	15864	11/26/2019
B WOODY'S TREE SERVICE LLC	TREE SERVICE MAINTENANCE	900.00	15808	11/1/2019
BANKCARD SVCS - CENTRAL BANK	EMPLOYEE CREDIT CARD CHARGES	947.57	11290565	10/25/2019
BANKCARD SVCS - CENTRAL BANK	EMPLOYEE CREDIT CARD CHARGES	1,224.64	11290572	11/25/2019
BATES CPA LLC	ASSIST WITH R&D ANNUAL REPORT	93.75	15865	11/26/2019
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	240.00	15820	11/8/2019
CENTRAL BANK OF ST LOUIS	BANK SERVICE CHARGE	350.91	11290571	11/12/2019
CLAUDE C KNIGHT	MUNI COURT JUDGE OCT	300.00	15821	11/8/2019
CLAUDE C KNIGHT	MUNI COURT JUDGE NOV	300.00	15832	11/8/2019
CLAUDE C KNIGHT	MUNI COURT JUDGE DEC	300.00	15886	12/4/2019
COCHRAN	WALKING TRAIL ROW	4,153.50	15866	11/26/2019
COCHRAN - INDEP RD 4	INDEP RD 4 SCC	9,981.82	15887	12/4/2019
COCHRAN	INDEP RD 4	6,754.83	15902	12/4/2019
COTTLEVILLE/WELDON SPRING	MAYOR MEMBERSHIP DUES	125.00	15810	11/1/2019
COTTLEVILLE/WELDON SPRING	MITCHELL/MICHAEL CHAMBER MTG	40.00	15854	11/19/2019
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	339.97	15811	11/1/2019
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	607.21	15888	12/4/2019
DELTA DENTAL OF MISSOURI	0419-1811	147.88	15855	11/19/2019
DUCKETT CREEK SANITARY DISTRICT	QTR SEWER FEE	65.25	15822	11/8/2019
GABRIEL, ROEDER, SMITH & CO	LAGERS ACTUARIAL ANALYSIS	520.00	15846	11/15/2019
GWORKS	SIMPLE CITY TRAINING (SUE)	95.00	15847	11/15/2019
GWORKS	SUPPORT AGREEMENT - SIMPLECITY	4,087.55	15889	12/4/2019
GWORKS	W-2s TAX FORMS	85.87	15904	12/4/2019
HAROLD BELZER	OUTSIDE ENGINEER	800.00	15856	11/19/2019
HAROLD BELZER	INDEP RD 4 REVIEWS	800.00	15890	12/4/2019
HERC RENTALS INC	TREE PLANTING PROJECT IN PARK	364.17	15867	11/26/2019

INCREDIBLE ENGRAVINGS	2 NAME PLATES	45.16	15848	11/15/2019
LASHLY & BAER	MUNI PROSECUTING ATTY OCT	400.00	15823	11/8/2019
LASHLY & BAER	MUNI PROSECUTING ATTY NOV	400.00	15833	11/8/2019
LASHLY & BAER, P.C.	MUNI PROSECUTING ATTY DEC	400.00	15891	12/4/2019
LAURA BROWN	MILEAGE REIMB	20.13	15892	12/4/2019
LOUIS J BASSO, P.C.	PSL vs CITY OF WELDON SPRING	1,125.00	15812	11/1/2019
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET	377.07	11290563	11/1/2019
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET	377.07	11290570	11/29/2019
MICHAEL BRAND	SPIDER BLOCKS FOR LAKE	200.00	15903	12/4/2019
MICHAEL PADELLA	MILEAGE REIMB	35.38	15849	11/15/2019
MISSOURI DEPT OF REVENUE	CRIME VICTIM	313.72	15857	11/19/2019
MISSOURI LAWYERS MEDIA	CONCRETE MAINTENANCE RFB	37.40	15813	11/1/2019
MISSOURI LAWYERS MEDIA	FINANCIAL FY2019 R&D	204.00	15824	11/8/2019
MISSOURI LAWYERS MEDIA	PUBLIC NOTICES/ELECTIONS	71.40	15850	11/15/2019
MITCHELL JORDAN	CHAMBER MTG/FRUIT TRAY	40.33	15851	11/15/2019
Z. MITCHELL JORDAN	COPY PAPER/COFFEE FILTERS	62.97	15893	12/4/2019
MO DEPT OF PUBLIC SAFETY	PO STANDARD & TRAIN FUND	44.00	15858	11/19/2019
MOCFFOA -EASTERN DIV MTGS	LUNCHEON MEETINGS B HANKS	32.00	15825	11/8/2019
MOCFFOA EASTERN DIV	ANNUAL CITY CLERK HOLIDAY PTY	105.00	15868	11/26/2019
MOPERM	LP-1094-202001 ANNUAL RENEWAL	5,094.00	15894	12/4/2019
MOPERM	PP-1094-202001 ANNUAL RENEWAL	5,136.00	15895	12/4/2019
PURITAN SPRING WATER	BOTTLE WATER	51.77	15814	11/1/2019
PURITAN SPRING WATER	BOTTLE WATER	34.34	15869	11/26/2019
REPUBLIC SERVICES	TRASH SERVICE	90.09	15815	11/1/2019
REPUBLIC SERVICES	TRASH SERVICE	90.09	15896	12/4/2019
ROBERT WOHLER - CITY ATTY	LEGAL FEES	560.00	15826	11/8/2019
ROBERT WOHLER	LEGAL FEES	445.00	15897	12/4/2019
ROBERT WOHLER	IND RD 3	10.00	15827	11/8/2019
SHERIFF'S RETIREMENT SYSTEM	COURT FEES	132.00	15859	11/19/2019
ST CHARLES ENGINEERING	SAMMELMAN ROAD SIDEWALK	75.00	15860	11/19/2019
ST LUKE'S WORKPLACE HEALTH	DRUG SCREEN-NEW EMPLOYEE	60.00	15870	11/26/2019
SUE STEIGER	MILEAGE REIMB	162.24	15828	11/8/2019
SUE STEIGER	DESK PAD CALENDARS	107.39	15862	11/19/2019
TAYLOR MADE LANDSCAPES LLC	ROW MOWING	1,017.36	15829	11/8/2019

UNITED HEALTHCARE	EMPLOYEE HEALTH INS	3,243.15	15863	11/19/2019
VERIZON WIRELESS	MONTHLY CELL	166.18	15817	11/1/2019
VERIZON WIRELESS	MONTHLY CELL	151.53	15898	12/4/2019
VERIZON WIRELESS - PARKS	CELL PHONE PARKS DEPT	20.95	15899	12/4/2019
VERIZON WIRELESS - PARKS	CELL PHONE PARKS DEPT	11.91	15818	11/1/2019
WEX BANK	FLEET GAS CARD	87.84	15830	11/8/2019
WEX BANK	FLEET GAS CARD	94.84	15900	12/4/2019
WHEELHOUSE SOLUTIONS	T&M FOR CONSULTING SVC	500.00	15852	11/15/2019
WILLIAM C HANKS	EXPENSE REIMB	39.56	15901	12/4/2019

Accounts Payable Total \$58,052.35

**UNPAID BILLS TO BE APPROVED
NOVEMBER 13, 2019 - DECEMBER 12, 2019**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
12th DAY OF DECEMBER, 2019 _____ MAYOR

11/13/2019 Thru 12/12/2019

ACCOUNTS PAYABLE

CLAIMS REPORT

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
ST CHARLES ENGINEERING	City Engineer	4,710.00	15861	11/19/2019
Accounts Payable Total		\$4,710.00		



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 & Board of Aldermen

Date: 12/3/19

From: Michael Padella, City Administrator

Subject: Cost Sharing Agreement – Ortho & Oblique Imagery from Pictometry

Cc: Bill Hanks, City Clerk

St. Charles County (SCC) has been reviewing and pursuing the purchase of technology and services for regular aerial flyover photography and imagery. The SCC has presented and requested that the other major cities in the county share this technology from an access and cost basis. The following Intergovernmental Agreement is intended to set out each participating entities' cost share.

Following up on the 11/10/19 BOA Meeting discussion and questions generated the City coordinated a meeting on 11/19/19 with a representative from EagleView Imagery for a full demo and presentation of the proposed software and imagery services. Weldon Spring hosted the presentation and invited the other St. Charles County cities to participate and attend. Based upon this presentation and the questions and answers that were shared, here is a summary of the utility and benefits for gaining access to these resources and services:

- Stormwater Management & Land Use Permitting:
 - Useful as a tool to document and see long-term changes in building and site conditions
 - Measurement tool accounts for elevation contours and will be more accurate than a flat straight-line measurement reading
 - Ability to measure elevations/heights
 - The elevation contours/topography will be useful to identify drainage patterns
 - The oblique imagery will be useful to view the types of structures that exist; some may not be fully enclosed or could be mobile and not permanent (360° oblique view is available)
 - Ability to view/research existing facilities that would have applications before the Architectural Review Commission
- Code Enforcement Activities:
 - Ability to request a certified and notarized photo from EagleView should a need arise
 - Ability to view portions of a property that may not be visible from the street/public view

- **Public Works:**
 - The oblique imagery will be useful to identify the type and location of signs
 - May be useful to identify pavement failures and conduct initial troubleshooting prior to field inspection
- **General Administration:**
 - Using the aerial photos to create maps, make notes or other measurement and labeling tools will have the ability to be saved and accessed later and edited as needed; this is useful for generating bid documents that require location maps or other useful exhibits
 - When the public contact City Hall and have a question or complaint it is useful to pull up the aerial mapping in order to better understand the location and general characteristics of the surrounding area in question. The high-resolution imagery and 360° oblique view will be an enhanced tool which staff currently does not have access to.

Based upon the expanded benefits summarized above it is staff's recommendation given the nominal investment of \$1,032.84 per year for six years that the cost-benefit is worth pursuing and we request approval of the intergovernmental agreement. The cost-sharing is based upon the number of parcels in each city but to gain greater participating by the other city entities to support the cost-sharing agreement the County has agreed to pay for a disproportionately larger share of the costs or \$90,000 per year. Attached is the final and revised intergovernmental agreement per the inputs and suggested changes from the other city entities listed in the agreement. The target start date is January 1, 2020.

BILL NO. 1133

ORDINANCE NO. _____

***AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN ST. CHARLES COUNTY AND THE CITY OF O'FALLON, THE CITY
OF ST. CHARLES, THE CITY OF ST. PETERS, THE CITY OF WENTZVILLE,
THE CITY OF LAKE SAINT LOUIS, THE CITY OF DARDENNE PRAIRIE, THE
CITY OF WELDON SPRING, AND THE CITY OF COTTLEVILLE, MISSOURI,
MUNICIPALITIES, TO SHARE COSTS REGARDING ORTHO
AND OBLIQUE IMAGERY FROM PICTOMETRY***

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

SECTION 1: That Section 70.220 RSMo. Authorizes intergovernmental agreements.

SECTION 2: That the Board of Aldermen hereby authorize the execution by the Mayor of the Intergovernmental Cooperation and Agreement (Sharing cost regarding ortho and oblique imagery from pictometry), which is attached hereto as Exhibit "A" and is incorporated by reference herein.

SECTION 3: That this ordinance shall be in full force and effect from and after its enactment and approval.

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

***READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 201__.***

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

APPROVED BY THE MAYOR OF THE CITY OF WELDON SPRING THIS
____ DAY OF _____, 2019.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill #1133

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Clutter	___	___	___
Hillmer	___	___	___
Schwaab	___	___	___
Kolb	___	___	___
Martiszus	___	___	___
Baker	___	___	___
Licklider	___	___	___

Absent: _____

**AGREEMENT BETWEEN ST. CHARLES COUNTY AND
THE CITY OF O’FALLON, THE CITY OF ST. CHARLES, THE CITY OF ST. PETERS,
THE CITY OF WENTZVILLE, THE CITY OF LAKE SAINT LOUIS, THE CITY OF
DARDENNE PRAIRIE, THE CITY OF WELDON SPRING, AND THE CITY OF
COTTLEVILLE, MISSOURI, MUNICIPALITIES,
TO SHARE COSTS REGARDING ORTHO AND OBLIQUE IMAGERY FROM
PICTOMETRY.**

This Agreement is made by and between ST. CHARLES COUNTY, MISSOURI, (hereinafter “County”) and the CITIES OF O’FALLON, ST. CHARLES, ST. PETERS, WENTZVILLE, LAKE SAINT LOUIS, DARDENNE PRAIRIE, WELDON SPRING, and COTTLEVILLE, MISSOURI, municipal corporations, (hereinafter “Cities”), each also referred to individually as “City”, (County and each City each being a “Party” and collectively “Parties”) pursuant to Section 70.220 RSMo., and authorized by Ordinance _____ of the County.

Section 1. Purpose: County and Cities enter into this agreement to share costs for high resolution geo-referenced aerial imagery services (hereinafter “Imagery”) provided to the County by Pictometry International Corporation (hereinafter “Pictometry”) pursuant to the agreement dated September 26, 2019, between County and Pictometry (hereinafter “Pictometry Services Agreement”) hereby attached as Exhibit A.

Section 2. Imagery Background: Generally, the County will procure ortho and oblique imagery on behalf of the parties. Ortho imagery will be provided to each City and County will require Pictometry International Corporation to furnish a viewer to each Party to this Agreement to utilize the obliques by only authorized users through its Connect Explorer web application. Further, the obliques can be accessed by utilization of an API (Application Programming Interface) through the County and Cities’ public facing mapping application if they so elect.

Section 3. Responsibilities of the Cities:

- A. Each City shall each be responsible for their respective annual cost specified in Section 14 of this Agreement.
- B. Each City agrees to and acknowledges that access and use of the images will be per each individual City, and that payment is also individualized, regardless of the actions of the other Cities.
- C. Each City agrees to use the Imagery solely for business purposes and to not allow resale or redistribution of the data for non-governmental business.
- D. Each City shall provide a point of contact for the County regarding this Agreement.
- E. Each City shall submit to the County Information Systems Department the name, department, title and email address of each City employee that is to be provided authorized access to Connect Explorer for the purposes of viewing oblique imagery.

- F. Each City shall respond to County requests to review and update authorized user lists.
- G. Each City shall be responsible to ensure that their employee authorized users abide by all relative terms and conditions contained in the Pictometry Services Agreement.

Section 4. Responsibilities of the County:

- A. The County shall provide Cities a copy (by electronic or physical means) of Imagery and associated metadata as delivered to the County by Pictometry pursuant to the Pictometry Services Agreement.
- B. The County shall maintain a database of authorized users from the County and each City that are assigned a login username and password to access the Pictometry-hosted custom imagery libraries through Connect Explorer.
- C. The County shall annually purge any authorized users to Connect Explorer that have not logged in during the prior twelve-month period.
- D. The County shall provide API's as delivered to the County by Pictometry to each City for their use to provide the oblique imagery viewer through any City hosted public facing GIS webmap.
- E. The County shall be the point of contact with Pictometry.
- F. The County will pay Pictometry all sums due for services rendered and enforce Pictometry's obligations under the Pictometry Services Agreement at no cost to Cities.
- G. County will contribute \$90,000 annually for Pictometry Imagery under the Pictometry Services Agreement.
- H. The County shall annually invoice the City in amounts pursuant to Section 14 below.

Section 5. Notices: The parties shall provide notices to each other in writing mailed or faxed to the persons identified on the signature page of this Agreement, or to such officials as those persons may designate in writing.

Change requests for authorized access to Connect Explorer shall be made to the County Information Systems Department at GISservices@sccmo.org.

Section 6. Term: This Agreement shall be for a term beginning January 1, 2020 and expiring on December 31, 2026.

Section 7. Indemnification: To the extent allowed or permitted by law, each City shall indemnify, defend, and hold harmless the County, its council members, executive, officers, employees, and agents, from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, and including payment under any workers' compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence, or alleged negligence of that City, its officers, employees, agents, or servants in performing its obligations under this Agreement.

To the extent allowed or permitted by law, the County shall indemnify, defend, and hold harmless each City, its officials, chief executive, officers, employees, and agents, from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, and including payment under any workers' compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence, or alleged negligence of the County, its officers, employees, agents, or servants in performing its obligations under this Agreement.

Section 8: Assignment: This Agreement is not assignable. No Party shall assign, transfer, or delegate any interest in this Agreement to anyone. Any attempted assignment shall be void and of no force and effect.

Section 9: Miscellaneous Provisions

- A. The Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.
- B. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein.
- C. The parties to this Agreement are independent entities, and none are an agent of the other.
- D. Anything to the contrary contained herein notwithstanding, no provision, term, or condition in this Agreement shall constitute or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et seq., for any monetary amount whatsoever, or of any other defenses howsoever named, that are, or in the future may become, available to the parties by statute or common law.
- E. Any obligation on the part of any City to pay any amount due under this Agreement is subject to appropriation by each City in each fiscal year of funds sufficient to fulfill the terms of this Agreement. Should a City fail to appropriate any funds to this agreement, this Agreement shall terminate effective immediately and the City will not receive access to the imagery as determined in the County's sole discretion.

Section 10. Breach: Any of the following events will constitute a breach of this Agreement:

- A. The failure by City to pay when due and payable, their payment to the County provided for in this Agreement.
- B. The failure of any City or County to perform any other term, condition, or covenant of this Agreement which failure has not been corrected within 15 days of the date of written notice of such nonperformance given to it by the other party.
- C. All instances specifically stated elsewhere in the Agreement to constitute a breach of this Agreement.

Section 11. Termination for Breach: The parties agree to the following remedies in the event of any breach, which shall be cumulative and not exclusive:

- A.** In the event of breach by a City, the County may terminate the Agreement as to that City by giving the City written notice no later than 30 days prior to the termination effective date stated in the written notice of termination, and keep the entire amount of annual payments, if any, already made to the County by the City under this Agreement, and restrict all City access to the imagery.
- B.** In the event of breach by the County, a City may terminate the Agreement as to that City by giving the County written notice of termination no later than 30 days prior to the termination effective date stated in the written notice of termination.
- C.** Termination by one City does not void or modify this Agreement as to other Parties.

Section 12. No Waiver: In no event shall the continued performance of services under this Agreement by any Party after the occurrence of any event of breach by any Party be construed as a waiver of damages for such breach or as a modification of this Agreement. The waiver of one breach under this Agreement by any Party shall not constitute a waiver of subsequent breaches.

Section 13. Amendments: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of each City and the County.

Section 14. Compensation Payable to St. Charles County:

Municipality	Annual Cost
City of O'Fallon, Missouri	\$13,856.50
City of Saint Charles, Missouri	\$11,353.51
City of Saint Peters, Missouri	\$10,044.99
City of Wentzville, Missouri	\$6,806.27
City of Lake Saint Louis, Missouri	\$3,057.79
City of Dardenne Prairie, Missouri	\$2,080.25
City of Weldon Spring, Missouri	\$1,032.84
City of Cottleville, Missouri	\$942.80

Section 15. Execution in Counterparts: This Agreement may be signed in any number of counterparts, and if so signed and delivered, the counterparts, taken together and bearing the parties' signatures, shall together be deemed to be an original and shall constitute but one and the same binding Agreement.

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

Executed by ST. CHARLES COUNTY, MO this _____ day of _____, 2019.

ST. CHARLES COUNTY

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

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

Director of Finance

Date

Executed by THE CITY OF O'FALLON, MO this _____ day of _____, 2019.

THE CITY OF O'FALLON

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by THE CITY OF ST. CHARLES, MO this _____ day of _____, 2019.

THE CITY OF ST. CHARLES

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by THE CITY OF ST. PETERS, MO this _____ day of _____, 2019.

THE CITY OF ST. PETERS

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by THE CITY OF WENTZVILLE, MO this _____ day of _____, 2019.

THE CITY OF WENTZVILLE

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by THE CITY OF LAKE SAINT LOUIS, MO this _____ day of _____, 2019.

THE CITY OF LAKE SAINT LOUIS

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by THE CITY DARDENNE PRAIRIE, MO this _____ day of _____, 2019.

THE CITY OF DARDENNE PRAIRIE

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by THE CITY OF WELDON SPRING, MO this _____ day of _____, 2019.

THE CITY OF WELDON SPRING

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by THE CITY OF COTTLEVILLE, MO this _____ day of _____, 2019.

THE CITY OF COTTLEVILLE

Signature: _____

Printed Name: _____

Title: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

November 18, 2019

Michael Padella
Weldon Spring City Administrator
5401 Independence Road
Weldon Spring, Missouri 63304

Dear Mr. Padella:

The necessary improvements, inspections and easements for the storm sewer infrastructure at The Summit at Whitmoor have been completed in accordance with the procedures set forth by the City of Weldon Spring.

Therefore, The Summit at Whitmoor Homeowners Association requests that that the City of Weldon Spring authorize the acceptance of the dedication of the storm sewer infrastructure.

Very truly yours,

The Summit at Whitmoor Homeowners Association Board of Directors

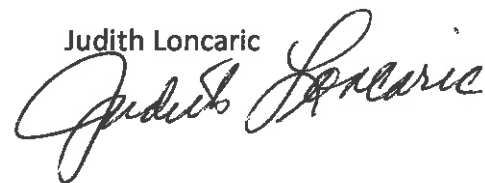
Michael Baker, P.E.



Donald Champoux



Judith Loncaric



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE DEDICATION OF THE
SANITARY SEWERS OF THE SUMMIT AT WHITMOOR SUBDIVISION BY THE CITY
OF WELDON SPRING, MISSOURI, AND MATTERS RELATING THERETO

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

SECTION 1: That the Trustees of the Summit At Whitmoor Subdivision have requested that the storm sewers and easements of that subdivision be dedicated to the City of Weldon Spring, Missouri, and state that they have the authority to have the authority to make such a request.

SECTION 2: That the City Engineer has inspected the storm sewers proposed for dedication, which is set out in "Exhibit A" and determined them to be in an acceptable condition.

SECTION 3: That the City Engineer prepared the necessary easement document exhibits, which is set out in "Exhibit B", for the Homeowner Association to sign in order to formalize the dedication of the storm sewers to the City of Weldon Spring, Missouri.

SECTION 4: That the Board of Aldermen hereby authorize the acceptance of the dedication of the Summit at Whitmoor Subdivision and the execution of the Permanent Storm Sewer and Drainage Easement attached as "Exhibit B."

SECTION 5: That the City Clerk is hereby authorized and directed to have the Permanent Storm Sewer and Drainage Easement document recorded in the Office of the St. Charles County Recorder of Deeds.

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

SECTION 7: That the Board of Aldermen hereby authorize the acceptance of the dedication of the Summit at Whitmoor Subdivision and the execution of the Permanent Storm Sewer and Drainage Easement attached as "Exhibit B."

SECTION 8: 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 _____ 2019.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

APPROVED BY THE MAYOR OF THE CITY OF WELDON SPRING THIS _____ DAY
OF _____ 2019.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Clutter	_____	_____	_____
Hillmer	_____	_____	_____
Schwaab	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Baker	_____	_____	_____
Licklider	_____	_____	_____

Absent: _____

ST. CHARLES ENGINEERING AND SURVEYING, INC.

Consulting Engineers and Land Surveyors

801 South Fifth Street, Suite 202

St. Charles, MO 63301

(636) 947-0607

FAX 947-2448

October 14, 2019

Mr. Michael Padella
City Administrator
City of Weldon Spring
5401 Independence Road
Weldon Spring, MO 63304

Re: The Summit at Whitmoor Storm Sewers Dedication

Dear Mr. Padella:

As requested, we have inspected and approved the storm sewers at The Summit at Whitmoor for dedication to the City of Weldon Spring.

Easements will need to be dedicated to the City of Weldon Spring for the storm sewers. We prepare the dedication document for the Homeowners Association to dedicate the easements.

Please let me know if you need anything further from me for the storm sewer dedication.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael N. Meiners".

Michael N. Meiners, PE
City Engineer of Weldon Spring

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

This Indenture, made this 18th day of November, 2019, is by and between Summit at Whitmoor Home Owners Association, Grantors, parties of the first part (hereafter: parties of the first part, Grantors, or Owners), and the CITY OF WELDON SPRING, MISSOURI, 5401 Independence Road, Weldon Spring, MO 63304, party of the second part (hereafter: party of the second part, or Grantee).

WITNESSETH: that party of the first part, in consideration of the sum of \$10.00 Ten and 00/100 Dollars and other valuable consideration, to them paid by the party of the second part, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, extend and confer on Party of the Second Part and its successors and assigns the following:

1. A permanent storm sewer and drainage easement for the construction, improvement and maintenance of storm sewers and drainageways across the Owners property more fully shown as hatched P.U.E. on the attached Plat marked EXHIBIT "A" and made a part hereof.

The Owner of said land shall have the free and uninterrupted possession and use of said tract subject only to the Grantee's right to enter thereon from time to time for the purpose of maintaining and/or improving said public storm sewers and drainageways.

TO HAVE AND TO HOLD, The described premises, with all the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the party of the second part and unto its successors and assigns forever, the party of the first parties hereby covenanting:

1. That they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; and
2. That they have good right to convey the easement herein conveyed.

IN WITNESS WHEREOF, the parties of the first part have caused this document to be signed as of the day and year first above written.

By: Michael R. Baker
Board of Directors

By: Judith Loncaric
Board of Directors

By: Donald Champoux
Board of Directors

STATE OF MISSOURI)
) S.S.
COUNTY OF ST. CHARLES)

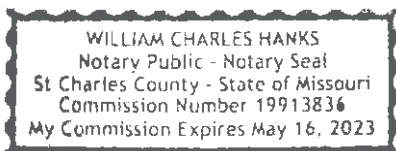
On this 18th day of November, 2019, before me appeared

Michael R. Baker (Michael R. Baker)
Judith Loncaric (JUDITH LONCARIC)
Donald Champoux (Donald Champoux)

Board of Directors of the Summit at Whitmoor Home Owners Association, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

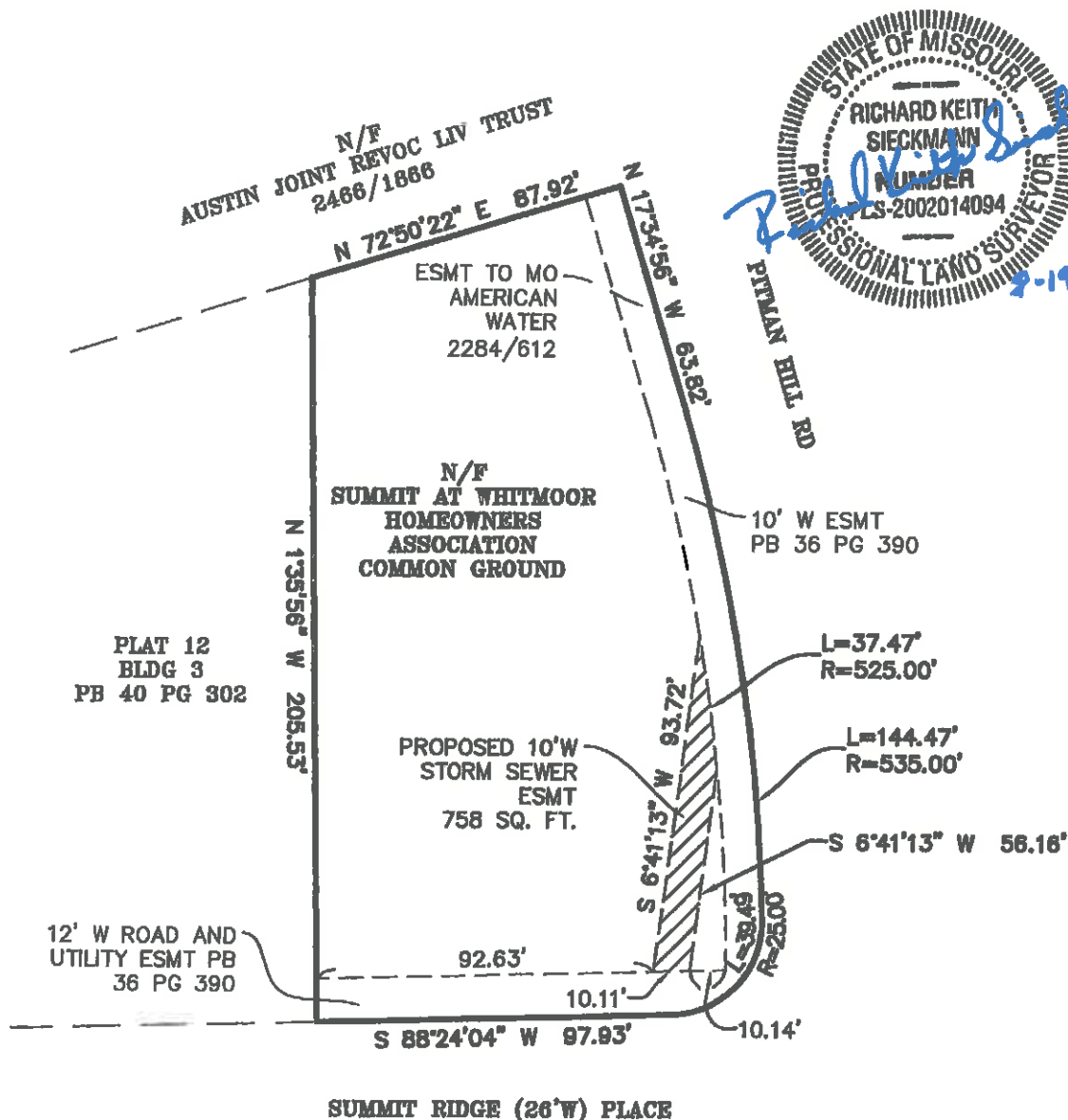
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notary seal the day and year first above written.

My Commission Expires:



William Charles Hanks
Notary Public

PB 38 PG 270
ST. CHARLES COUNTY, MISSOURI



INITIALS:

SCALE:

1"-50'



REVISÉ: -

S	C
E	S

ST. CHARLES ENGINEERING & SURV., INC.

801 S. FIFTH STREET, SUITE 202

ST. CHARLES, MO 68801

TEL: (636) 947-0607 FAX: (636) 947-2448

ST CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001487 & 000378

SHEET 1 OF 9

**ORDER
NO.
010028**

DATE
07/30/2019

EASEMENT EXHIBIT THE SUMMIT AT WHITMOOR PLAT THREE BUILDING 11

PB 37 PG 107
ST. CHARLES COUNTY, MISSOURI

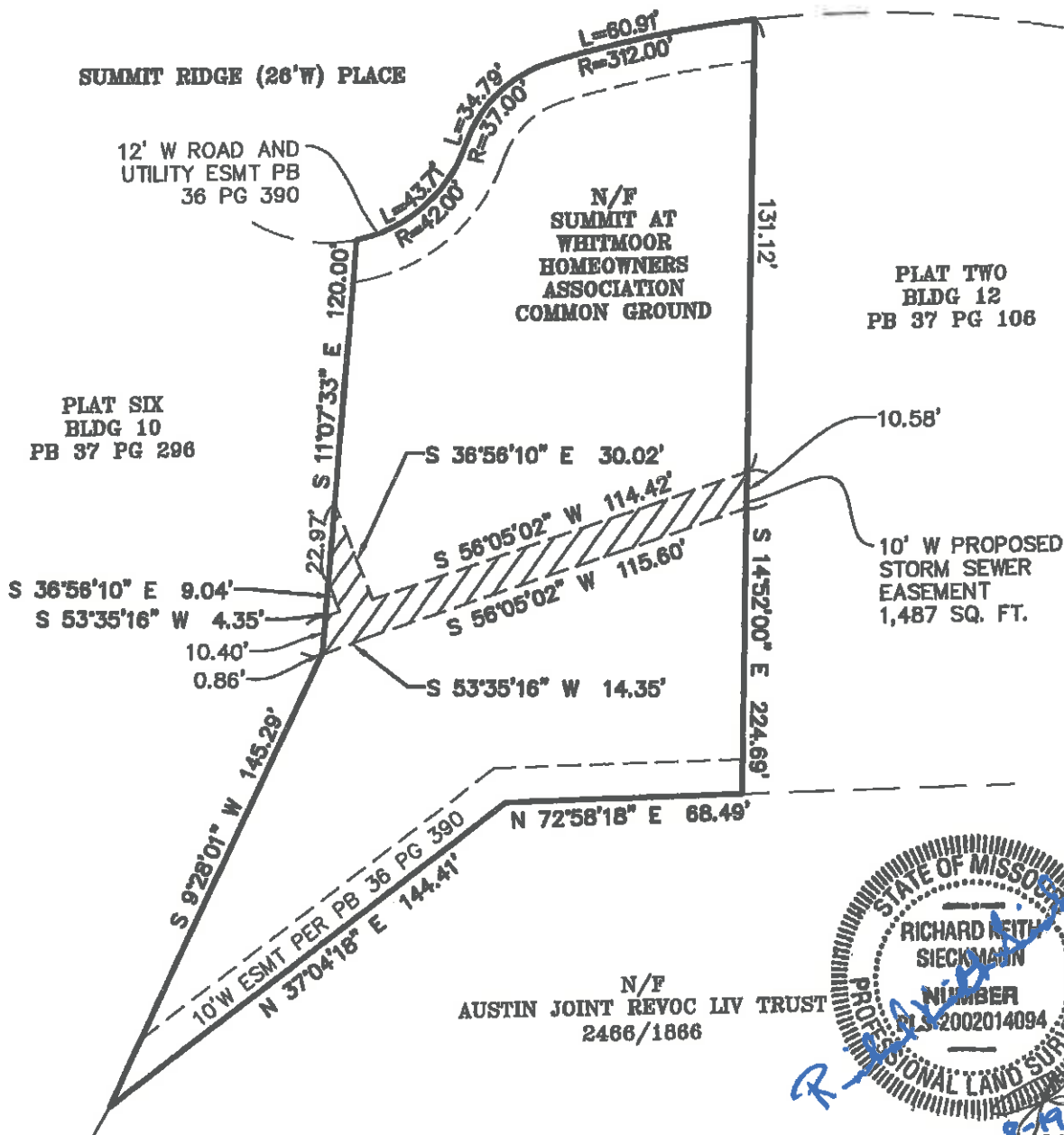
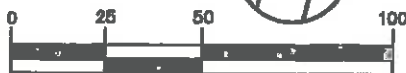


EXHIBIT 'A'

INITIALS: *MKB*

SCALE:

1"=50'



REVISED: -



ST. CHARLES ENGINEERING & SURV., INC.
801 S. FIFTH STREET, SUITE 202
ST. CHARLES, MO 63301
TEL: (636) 947-0607 FAX: (636) 947-2448
ST. CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001467 & 000379

SHEET 8 OF 9

ORDER
NO.
010023

DATE
07/30/2019

EASEMENT EXHIBIT THE SUMMIT AT WHITMOOR PLAT TWO BUILDING 12

PB 37 PG 106
ST. CHARLES COUNTY, MISSOURI

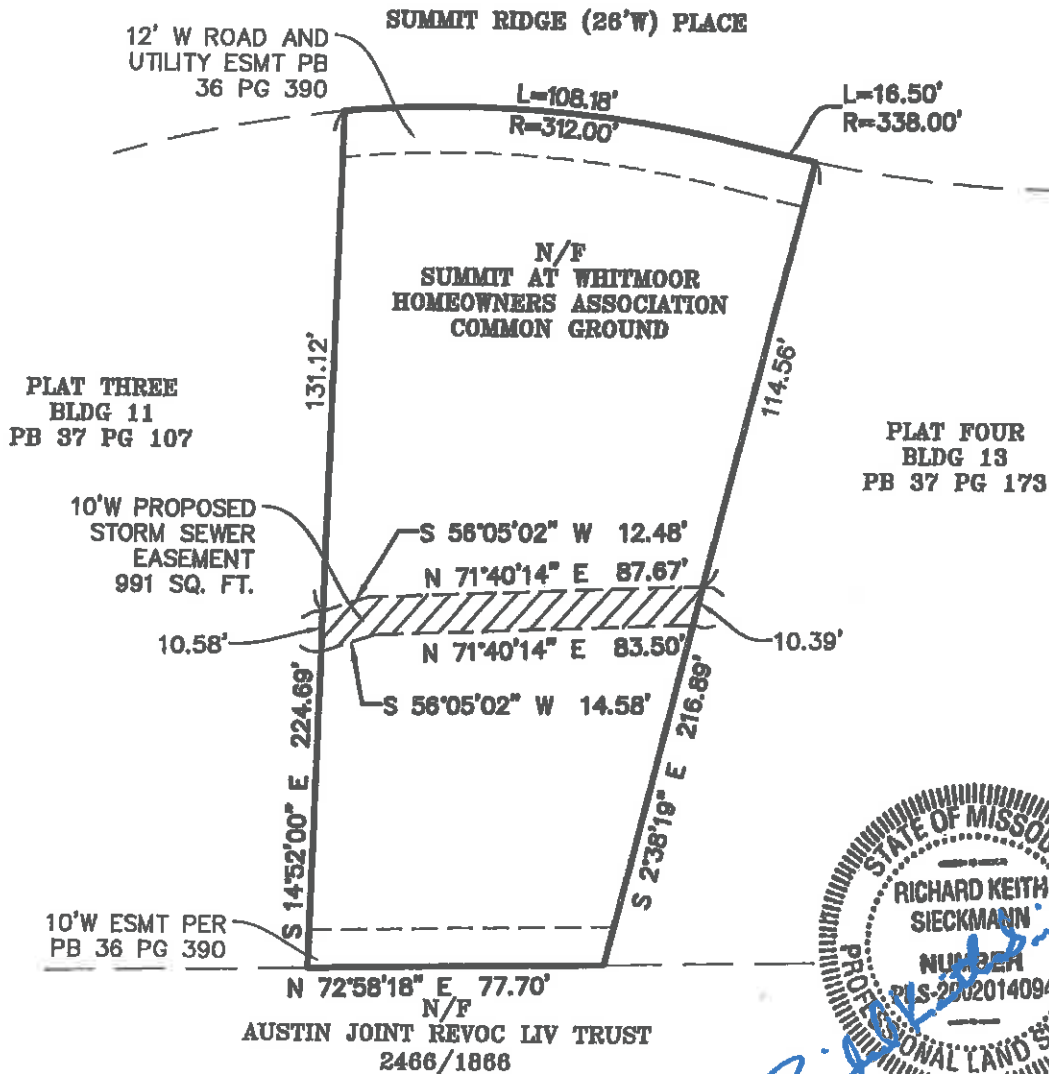


EXHIBIT 'A'

INITIALS: *WRB*

SCALE:

1"=50'



REVISED: -

S | **C**
E | **S**

ST. CHARLES ENGINEERING & SURV., INC.
801 S. FIFTH STREET, SUITE 202
ST. CHARLES, MO 63301
TEL: (636) 947-0607 FAX: (636) 947-2448
ST. CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001467 & 000379

SHEET 4 OF 9

ORDER
NO.
010028

DATE
07/30/2019

EASEMENT EXHIBIT THE SUMMIT AT WHITMOOR PLAT FOUR BUILDING 13

PB 37 PG 173
ST. CHARLES COUNTY, MISSOURI

SUMMIT RIDGE (26'W) PLACE

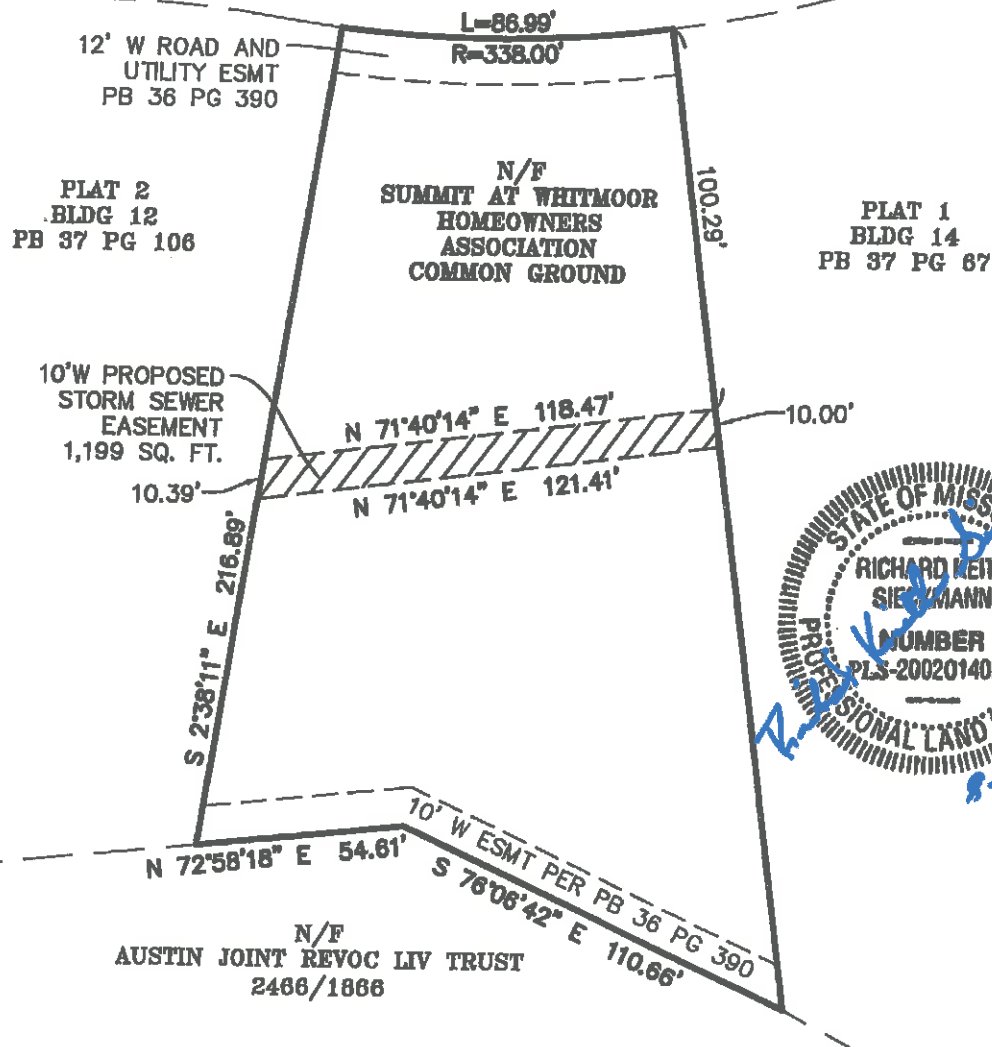


EXHIBIT 'A'

INITIALS: *WRS*

SCALE:

1"=50'



REVISED: -

S | **C**
E | **S**

ST. CHARLES ENGINEERING & SURV., INC.

801 S. FIFTH STREET, SUITE 202

ST. CHARLES, MO 68301

TEL: (636) 947-0607 FAX: (636) 947-2448

ST. CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001467 & 000379

SHEET 5 OF 9

ORDER
NO.
010028

DATE
07/30/2019

EASEMENT EXHIBIT THE SUMMIT AT WHITMOOR PLAT ONE BUILDING 14

PB 37 PG 67
ST. CHARLES COUNTY, MISSOURI

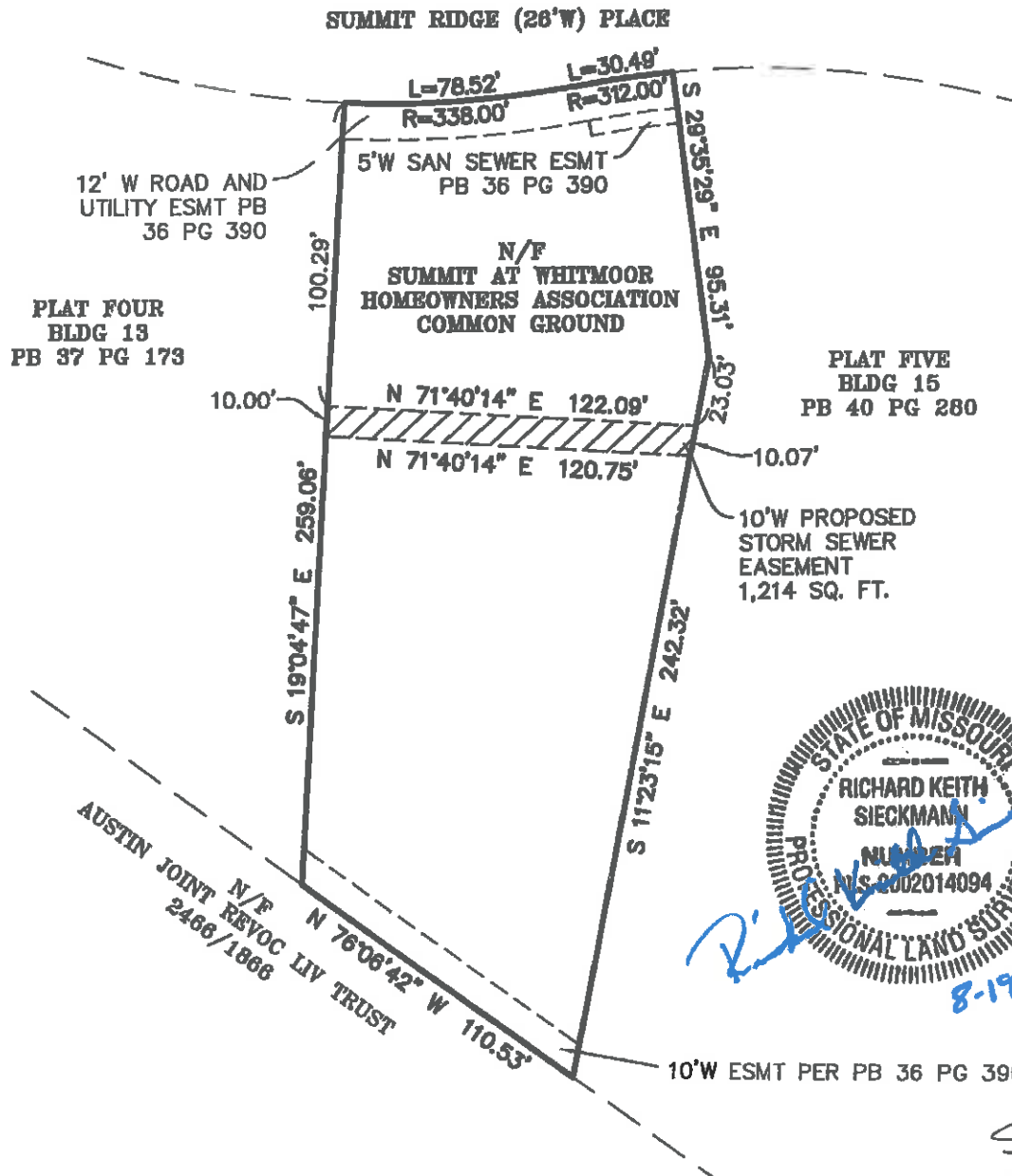
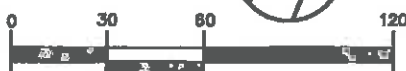


EXHIBIT 'A'

INITIALS: *MKR*

SCALE:

1"=60'



REVISED: -

S | C
E | S

ST. CHARLES ENGINEERING & SURV., INC.

801 S. FIFTH STREET, SUITE 202

ST. CHARLES, MO 63301

TEL: (636) 947-0607 FAX: (636) 947-2448

ST. CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001467 & 000378

SHEET 6 OF 9

ORDER
NO.
010028DATE
07/30/2019

EASEMENT EXHIBIT THE SUMMIT AT WHITMOOR PLAT FIVE BUILDING 15

PB 37 PG 221
ST. CHARLES COUNTY, MISSOURI

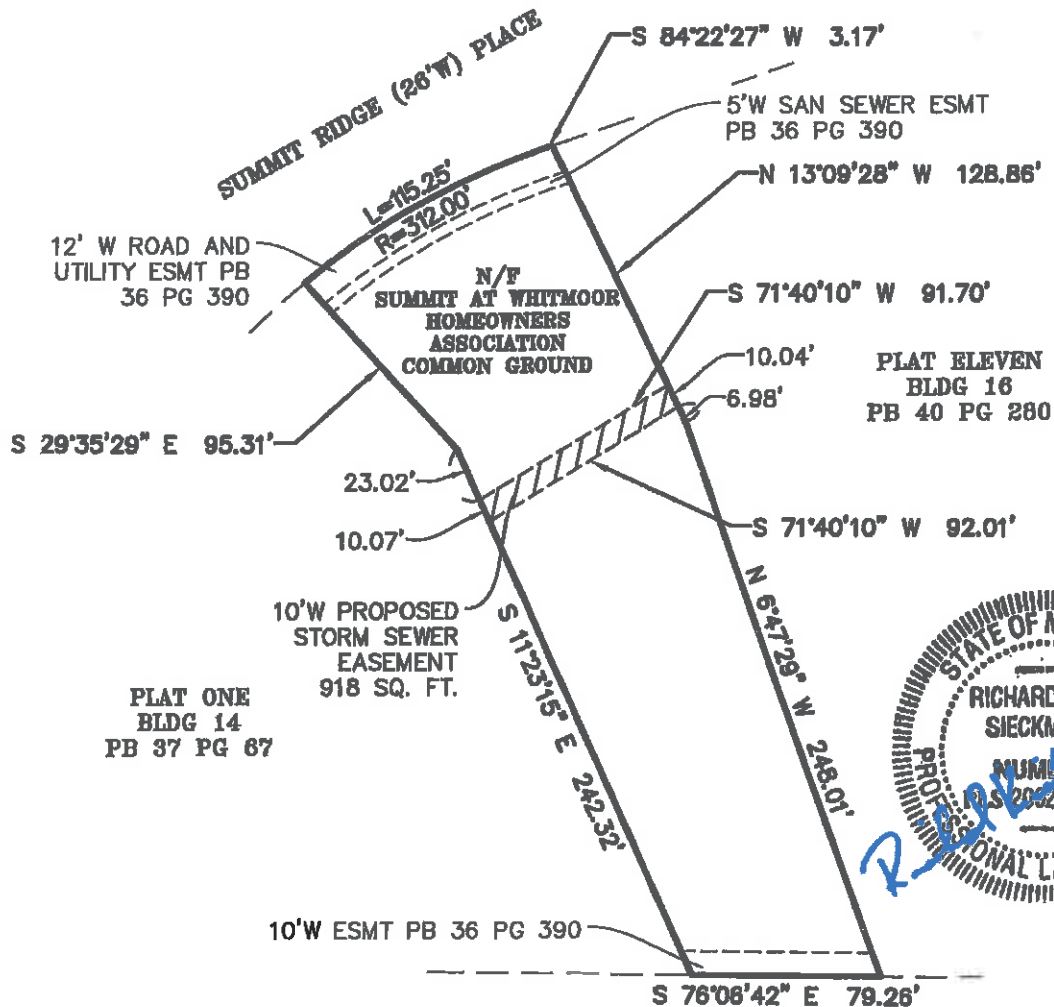


EXHIBIT 'A'

INITIALS: *MRB*

SCALE:

1"=80'



REVISED: -



ST. CHARLES ENGINEERING & SURV., INC.
801 S. FIFTH STREET, SUITE 202
ST. CHARLES, MO 63301
TEL: (636) 947-0607 FAX: (636) 947-2448
ST. CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001467 & 000378

SHEET 7 OF 9

ORDER
NO.
010028

DATE
07/30/2019

EASEMENT EXHIBIT THE SUMMIT AT WHITMOOR PLAT ELEVEN BUILDING 16

PB 40 PG 280
ST. CHARLES COUNTY, MISSOURI

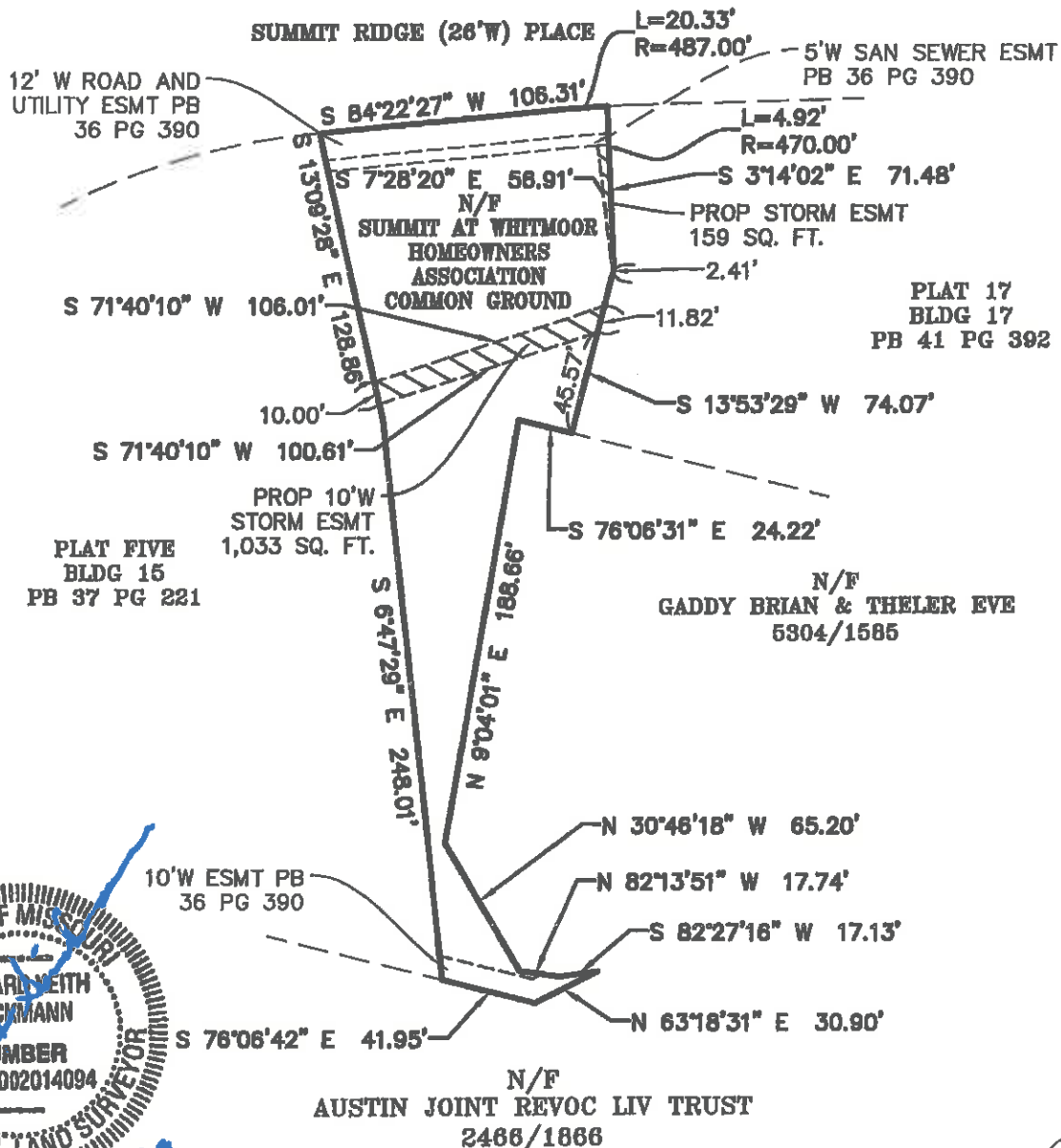


EXHIBIT 'A'

INITIALS: *JRC*

SCALE:

1"=80'



REVISED: -

S | **C**
E | **S**

ST. CHARLES ENGINEERING & SURV., INC.

801 S. FIFTH STREET, SUITE 202

ST. CHARLES, MO 68801

TEL: (686) 947-0807 FAX: (686) 947-2448

ST. CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001467 & 000379

SHEET 8 OF 9

ORDER
NO.
010028

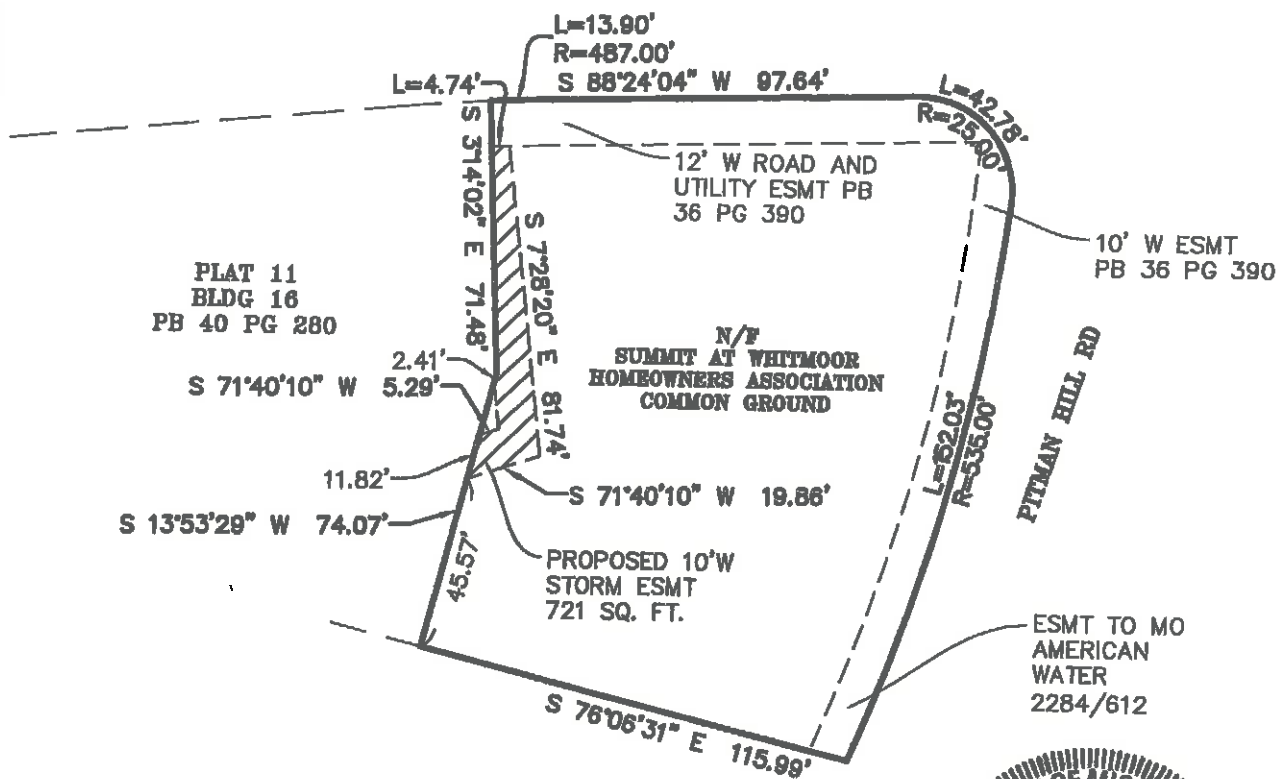
DATE

07/30/2019

EASEMENT EXHIBIT THE SUMMIT AT WHITMOOR PLAT SEVENTEEN BUILDING 17

PB 41 PG 392
ST. CHARLES COUNTY, MISSOURI

SUMMIT RIDGE (26'W) PLACE



N/F
GADDY BRIAN & THELER EVE
5304/1585



EXHIBIT 'A'

SCALE:

1"=50'



REVISED: -

S | C
E | S

ST. CHARLES ENGINEERING & SURV., INC.

801 S. FIFTH STREET, SUITE 202

ST. CHARLES, MO 63301

TEL: (636) 947-0607 FAX: (636) 947-2448

ST. CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001467 & 000378

SHEET 9 OF 9

ORDER
NO.
010028

DATE

07/30/2019

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 116.020(C)(1) OF THE MUNICIPAL CODE FOR THE CITY OF WELDON SPRING, MISSOURI, REGARDING MEMBERSHIP TO THE PARKS AND RECREATION ADVISORY COMMITTEE

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

SECTION 1: That Section 116.020(C)(1) shall be amended to read as follows:

The Committee membership shall consist of Seven (7) members, preferably at least one (1) from each City Ward. The initial members shall serve staggered terms beginning on January 1, 2018, three (3) members serving an initial term of one (1) year, and three (3) members serving an initial term of two (2) years each. All succeeding appointments thereafter shall be for a term of three (3) years.

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

SECTION 3: That this ordinance shall be in full force and effect from and after its enactment and approval.

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

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 201__.

Donald D. Lickliger, Mayor

Attest:

William C. Hanks, City Clerk

APPROVED BY THE MAYOR OF THE CITY OF WELDON SPRING THIS
____ DAY OF _____, 2019.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Clutter	_____	_____	_____
Hillmer	_____	_____	_____
Schwaab	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Baker	_____	_____	_____
Licklider	_____	_____	_____

Absent: _____

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE ENACTING ARTICLE IV SECTION
130.100 OF THE CITY OF WELDON SPRING, MISSOURI, MUNICIPAL
CODE ESTABLISHING A RESERVE FUND POLICY**

WHEREAS, the Board of Aldermen deems it necessary to establish a reserve fund balance for emergency purposes; and

WHEREAS, the Board of Aldermen deems it necessary, feasible, and in the best interest of the City to adopt a Reserve Fund Policy, which is the prudent and responsible course of action with public funds; and

WHEREAS, the Board of Aldermen deems it appropriate to adopt this policy in writing;

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

SECTION 1: The Board hereby approves the adoption of a Reserve Fund Policy to establish rules regarding reserve funds, which are outlined in Sections 2 through 5 in this Ordinance.

SECTION 2: The balance in the reserve fund will be calculated on a three-year rolling average of total on-going operating expenses from the General Fund, the Municipal Building & Park Fund and the State Revenue Sharing Fund.

SECTION 3: Any one-time capital expenses will not be included in this calculation.

SECTION 4: The balance in the reserve fund will be reviewed and adjusted during the first quarter of each fiscal year with approval of the Board of Aldermen.

SECTION 5: Any funds taken out of the reserve fund shall not be used unless approved by a super majority vote (4 Alderman) by the Board of Aldermen.

SECTION 6: This Ordinance shall be in full force and take effect from and after its final passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 20__.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

APPROVED BY THE MAYOR OF THE CITY OF WELDON SPRING THIS _____ DAY
OF _____, 20__.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill #

Motioned: _____

Seconded: _____

Aye

Nay

Abstention

Clutter

Hillmer

Schwaab

Kolb

Martiszus

Baker

Licklider

Absent: _____



LASHLY & BAER, P.C.
ATTORNEYS AT LAW

BRIAN J. MALONE
Licensed in Missouri
DIRECT: 314.436.8375
bmalone@lashlybaer.com

MISSOURI
714 Locust Street
St. Louis, MO 63101-1699
TEL: 314.621.2939
FAX: 314.621.6844
www.lashlybaer.com

ILLINOIS
20 East Main Street
Belleville, IL 62220-1602
TEL: 618.233.5587
By Appointment Only

December 4, 2019

Mr. Michael Padella
5401 Independence Road
Weldon Spring, Missouri 63304

Re: Amended Agreement with Lashly & Baer, PC

Dear Mr. Padella:

Since 2011, it has been our privilege to serve as the prosecuting attorneys for the City of Weldon Spring. As we discussed, Larry Wadsack will be taking a step back from his practice as he approaches retirement. I will be handling the regular prosecutorial duties starting in 2020. I have served as municipal prosecuting attorney in the municipal courts of Town and Country, St. Louis County, and several other municipalities in the region and look forward to serving the people of Weldon Spring.

The 2011 agreement between the City and Lashly & Baer provided for the City to pay Lashly & Baer \$400.00 per monthly docket and \$125.00 per hour for prosecutorial services outside of the regular dockets, such as for cases that are certified to St. Charles County Circuit Court for jury trial. Since 2011, there have been sweeping changes to the laws governing municipal courts. The law now requires a more significant time commitment from judges, prosecutors, and court personnel. Based on these changes, we are requesting that the City amend its agreement with Lashly & Baer to provide a fee of \$800.00 per monthly docket and \$150.00 per hour for other prosecutorial services.

This amendment is appropriate based on the significant changes to municipal courts in the eight years since our agreement was approved by the Board of Aldermen. Senate Bill 5 (2015) provided significant changes to municipal courts, and required municipal court personnel to annually certify that certain procedural protections are provided to defendants. The Missouri Supreme Court has revised multiple court rules, requiring increased segregation of duties among court personnel and prosecuting attorneys, increased reporting requirements, and more specific rules for courts to assess indigency and to impose sentences involving incarceration. While many of these changes were overdue and laudable, the net effect of these has been that court personnel, including prosecutors, must devote significantly more time and attention to ensuring that the City's municipal court is operated professionally and fairly.

Mr. Michael Padella
December 4, 2019
Page 2

The increased compensation we are requesting is amply justified to account for these changes. Therefore, we ask that the Board of Aldermen approve the amended agreement enclosed herewith.

If you have any questions, or would like for us to appear before the Board of Aldermen, please let us know. We look forward to continuing the relationship between the City and our firm.

Very truly yours,

A handwritten signature in blue ink, appearing to read "BJM", is written over a light blue circular stamp.

Brian J. Malone

BJM/BJM

Enclosure

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED
AGREEMENT WITH LASHLY & BAER, P.C. REGARDING PROSECUTING
ATTORNEY LEGAL SERVICES**

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

SECTION 1: That the Mayor is hereby authorized and directed to execute an amended agreement with Lashly & Baer, P.C., for Lashly & Baer to continue providing Municipal Prosecuting Attorney Services to the City, and the compensation to be paid for such services, a copy of said amended agreement being attached hereto as Exhibit A and is incorporated herein by reference.

SECTION 2: That the vote on the aforesaid is deemed an emergency by the Board of Aldermen, and the Board does hereby waive and dispense with the tabling procedure set forth in City Code, Section 110.070 (B) and does hereby authorize the reading of the above bill twice at this meeting and a vote thereon immediately following said reading.

SECTION 3: That this ordinance shall be in full force and effect immediately 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 _____ 2019.*

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>		<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Clutter	___	___	___	Hillmer	___	___	___
Schwaab	___	___	___	Kolb	___	___	___
Martiszus	___	___	___	Baker	___	___	___
Licklider	___	___	___				

Absent: _____

FIRST AMENDED LEGAL SERVICES AGREEMENT

THIS FIRST AMENDED LEGAL SERVICES AGREEMENT (this "Agreement") is made and entered into, as of the date last below written, by and between the City of Weldon Spring, Missouri, (the "City") and Lashly & Baer, P.C., attorneys at law, a Professional Corporation (the "Firm"), pursuant to the following terms and conditions.

WHEREAS, pursuant to the Legal Services Agreement between the City and the Firm, dated March 8, 2011, the Firm provides contractual services as a part-time Prosecuting Attorney for the City's Municipal Court which is held on the first Wednesday of each month at 6:00 PM (the "Original Agreement"); and

WHEREAS, the parties desire to enter into this Agreement for the Firm to continue providing Prosecuting Attorney services to the City, to provide for increased compensation to the Firm for such continued services, and to incorporate relevant personnel changes; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. SCOPE OF SERVICES/COMPENSATION

A. For the flat fee of \$800.00 per month, the Firm shall provide the following basic services:

1. Prepare and prosecute municipal ordinance violations filed in the Weldon Spring Municipal Court as submitted by the City and County law/code enforcement agencies and personnel.
2. Attendance and representation at Municipal Court which is held on the first Wednesday of each month at 6:00 PM.
3. Issue additional charges, recommend amendments to charges, and be accessible to court personnel, as required.

B. The following additional services shall be rendered to the City by the Firm, at the discounted rate of \$150.00 per hour:

1. Prosecution of municipal ordinance violations in the St. Charles County, Missouri Circuit Court for jury trial or *Trial De Novo*.
2. Prosecution of appeals of municipal prosecutions to the Court of Appeals as directed and approved by the City.

C. For the services describe above, the Firm will render an invoice to the City, where required. The City agrees to pay such an invoice within 30 days from receipt. For services rendered under subsection B above, the Firm will charge accumulated attorneys' fees on billing statements, itemizing the services provided.

II. OUT-OF-POCKET EXPENSES

In addition to the fees set forth above, and upon advanced approval by the appropriate City official, the Firm shall be reimbursed for direct out-of-pocket expenditures incurred in the rendering of such services as follows:

- A. Special courier or messenger services when required by the City.
- B. Photocopy or document reproduction costs when required by the City for use in legal proceedings and out-of-pocket litigation costs including but not limited to: depositions and expert witness fees.
- C. Postage, travel expenses, court filing fees, subpoena costs, deposition costs, and other similar items.

III. FIRM PERSONNEL

It is agreed that Brian J. Malone ("Mr. Malone") will be primarily responsible for providing the legal services under the terms of this Agreement. It is anticipated that Mr. Malone will be available to personally handle all services under the terms of this Agreement. However, should Mr. Malone be temporarily unavailable on a given date, the Firm and the City will collaboratively agree on an alternate attorney from the Firm. The final selection of the alternate attorney will be within the discretion of the City.

IV. AGREEMENT TERM

This Agreement shall be in effect from and after its execution by all of the parties hereto and shall remain in effect for a period of one (1) year commencing from the date of execution of this Agreement and thereafter shall be renewed automatically for subsequent one (1) year periods until either party gives the other party thirty (30) days prior written notice of that party's intention to terminate this Agreement.

V. INDEPENDENT CONTRACTOR/INSURANCE

The Firm is retained by the City only for the purposes of, and to the extent set forth in this Agreement, and the relationship of the Firm and its representatives, with the City under this Agreement shall be that of an independent contractor and not an employee of the City.

The Firm represents and warrants that while providing legal services to the City, the Firm will maintain professional liability insurance in the type, quality and quantity that is customarily retained and maintained by law firms providing similar services to political subdivisions.

VI. INTEGRATION

This Amended Agreement comprises the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, attached hereto or incorporated by reference hereunder.

VII. AMENDMENTS AND MODIFICATION

Any amendments, additions, supplements or deletions to this Agreement must be in writing, with the mutual consent of all parties and signed by all parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument. All amendments hereto shall be in writing and signed by the parties to this Agreement before becoming effective.

VIII. APPLICABLE LAW

This Agreement, its interpretation and any dispute arising out of its operation shall be governed by the laws of the State of Missouri.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2019.

CITY OF WELDON SPRING

LASHLY & BAER, P.C.

By: _____
Name: _____
Title: _____

Brian J. Malone

City Clerk

From: City Administrator
Sent: Tuesday, December 03, 2019 1:58 PM
To: City Clerk
Cc: Kurt Kutter; Harold Belzer
Subject: FW: Revised Supplemental Agreement #3
Attachments: sa3-001.pdf

Importance: High

Bill,

Here is another Agenda item for the 12/12 Board meeting. You can include the email from Harold Belzer, Backup City Engineer, with this attached SA #3 from Cochran Engineering.

Michael C. Padella, MBA

City Administrator
5401 Independence Rd.
Weldon Spring, MO 63304
(636) 441-2110 ext. 102

From: Harold Belzer <hbelzer@yahoo.com>
Sent: Saturday, November 16, 2019 5:51 PM
To: City Administrator <mpadella@weldonspring.org>; Melissa Sample <MSample@cochraneng.com>
Cc: Kurt Kutter <kkutter@cochraneng.com>
Subject: Re: Revised Supplemental Agreement #3

I have reviewed the revised Subject Agreement# 3 and find and approve it as submitted.

Harold Belzer PE

616 Roundstone Dr
St. Charles, MO 63304
(314)420-6379

On Thursday, November 14, 2019, 2:18:15 PM CST, Melissa Sample <msample@cochraneng.com> wrote:

Hi Michael!

Per your conversations with Kurt, please find attached revised Supplemental Agreement #3. Please let us know if you have any questions.

Thank you!

Melissa Sample

Office Manager



www.cochraneng.com

8 E. Main Street

Wentzville, MO 63385

(636)332-4574

HOLD HARMLESS AGREEMENT

FOR TRANSFER OF ELECTRONIC DATA

Cochran

Electronic files for this project are the sole property of Cochran and its Client. By accepting delivery hereof, the undersigned hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Cochran and its Client from any damage, liability or cost, including attorney's fees and costs of defense, arising from any changes or use of these electronic files. Electronic files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them. Any use of the information obtained or derived from these electronic files will be at the recipient's sole risk. Only printed copies of documents prepared by Cochran and its Client may be relied upon as accurate. There are no expressed warranties made by Cochran and its Client with respect to electronic files, and any implied warranties are excluded. This information is subject to change and coordination for updates is the responsibility of the undersigned. Cochran and its Client are not responsible to the undersigned or any other users allowed to utilize the data by the undersigned for updating the electronic files or compatibility with the recipient's hardware and/or software. Cochran and its Client are not responsible for any electronic viruses contained in electronic files.

COCHRAN

CONFIDENTIAL

**SUPPLEMENTAL AGREEMENT NO. 3
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an amended agreement dated January 15, 2019 between the City of Weldon Spring and M Engineering, LLC, dba Cochran for construction inspection of project STP-7302(659). Following is a list of additional services provided by Cochran.

- 1) Due to design plan quantity errors outside of Cochran's control, a substantial amount of additional time and effort was required to determine correct earthwork quantities for the referenced project. The corrections made by Cochran resulted in a plan quantity deduction of 3,309 cubic yards of compacting embankment, 3,729.80 cubic yards of unclassified excavation, and 4,619.8 yards of borrow and waste, resulting in an overall saving to the City of \$40,456.08.
- 2) Pursuant to the referenced contract, Attachment A line 2.w. "Adequately respond to all citizen comments during the construction process and resolve any/all conflicts providing a copy of response being promptly sent to the City Engineer and City Administrator." Cochran has responded to all resident comments as requested, however; numerous meetings, coordination and correspondence were required for Camelot Lot 1 residence of which was not within the limits or scope of this project. By mistake, ATT worked outside of their easement and disturbed ground. Cochran responded and attended multiple phone conferences with ATT, property owner, City Administrator and Mayor to work to address the resident's concerns and ensure disturbed ground was repaired.
- 3) Pursuant to the referenced contract, Attachment A line 2.gg. "Facilitate any necessary utility coordination with each respective utility and the Construction Contractor bi-weekly and whenever any issue arises promptly meet with that utility and report any issue or modifications to the construction schedule to the City Engineer and City Administrator." ATT utility relocation was a large part of this project to ensure Cuivre River Electric could relocate utility poles and keep the project on schedule. Cochran had substantial coordination with ATT to get them onsite and progress at an acceptable pace to ensure the project was not significantly delayed. We contacted ATT almost daily until their subcontractor was onsite and utilities were relocated.
- 4) Survey, design and stakeout for the partial removal and replacement of Drive 5 (Parcel 10). Said driveway was installed per plans and has eroded at the end of the pavement where the pavement intersects the existing gravel drive. Cochran will perform the necessary field and office work to evaluate and propose a design to the drainage of said driveway to reduce the erosion which will include the following: 1) Design exhibit. 2) Construction Administration. 3) Construction Staking. 4) An as-built survey of the driveway locating said improvements contained in the redesign.

This supplemental agreement is being requested for the additional time spent for the above referenced items. Cochran estimates the time associated with these items to be in an amount not to exceed Fifteen-Thousand, Five-Hundred, Nine and 65/100 dollars (\$15,509.65). The total

construction phase services shall be in an amount not to exceed One-Hundred, Sixty-Four-Thousand, Twenty and 51/100 dollars (\$164,020.51). Attachment A outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 3 accepted as defined herein:

OWNER: City of Weldon Spring, MO

ENGINEER: M Engineering, LLC, dba Cochran

BY: _____

BY: 

TITLE: _____

TITLE: Member

DATE: _____

DATE: 11-14-19

ATTEST:

BY: _____

BY: 

TITLE: _____

TITLE: Office Manager

DATE: _____

DATE: 11-14-19

Executed by the City on the ____ day of ____, 2019.

ATTACHMENT A

ESTIMATE OF COST

CONSTRUCTION PHASE - SUPPLEMENTAL AGREEMENT NO. 3

	Hours	Rate	Cost
Principal	12	\$67.69	\$812.28
Project Manager	44	\$35.23	\$1,550.12
Project Engineer	90	\$25.24	\$2,271.60
Administrative	5	\$18.00	\$90.00
Registered Surveyor	1	\$38.87	\$38.87
Survey Field Technician	10	\$22.00	\$220.00
Survey Office Technician	5	\$22.52	\$112.60
SUBTOTAL	167		\$5,095.47
<i>Payroll Overhead (Est. at 52.33% X SUBTOTAL))</i>			2,666.46
<i>General and Admin. Overhead (Est. at 112.16% X SUBTOTAL))</i>			5,715.08
TOTAL LABOR & OVERHEAD			\$13,477.01
<i>Fixed Fee (14.5% X TOTAL LABOR & OVERHEAD)</i>			\$1,954.17
TOTAL LABOR, OVERHEAD & FIXED FEE			\$15,431.17
<i>Other Direct Costs</i>			
Travel, 4 trips @ 18 miles X \$0.545 Rate			\$78.48
Per Diem (cannot exceed maximum per diem rates per Federal Travel Regulations)			
Lab Testing Fees			
<i>Subcontract Pass-Through Costs (Identify by Name ** indicates DBE firm(s))</i>			
SUBTOTAL DIRECT COSTS			\$78.48
TOTAL FOR SUPPLEMENTAL AGREEMENT NO. 3			\$15,509.65

RFB: Concrete Replacement Maintenance Project - Bid Results

Bid Deadline: 11/26/19 at 10:00 AM

Bid #:	Low Bid #:	Company Name:	Address:	Phone #:	Contact:	Base Bid:	Alternate/Options:	Total Bid:
1	Disqualified Bid	Lamke Trenching & Excavating	16323 Concord Hill Rd., Marthasville, MO 63357	(314) 486-1075	Wayne	\$ 18,989.00	\$ -	\$ 18,989.00
2	1	PrideMaster Inc	Chesterfld Road, Chesterfield, MO 63017	(636) 532-0708	Jim Komlosy	\$ 21,889.15	\$ -	\$ 21,889.15
3	2	E. Meier Contracting	860 Westwood Ind. Ct., Weldon Spring, MO 63304	(314) 575-4700	Mike Tune	\$ 26,963.21	\$ -	\$ 26,963.21
4	3	RV Wagner	4712 Green Park Rd., St. Louis, MO 63123	(314) 708-3793	Shane McNay	\$ 43,700.00	\$ -	\$ 43,700.00
5								
6								

The City Administrator and City Engineer have reviewed the bid responses and have the following recommendations. The bid received

from Lamke Trenching & Excavating should be disqualified and rejected due to the incomplete nature of the submittal and failure

to following the RFB instructions. Therefore, the 1st qualified low bid was received from PrideMaster Inc. for a total price of

\$21,889.15. The City has conducted business with PrideMaster Inc. in the past and has been satisfied with their performance;

Staff recommends awarding the Concrete Replacement Project to PrideMaster Inc. in the amount of \$21,889.15.