

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



**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON THURSDAY, MARCH 23, 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:

<https://us02web.zoom.us/j/8163394872?pwd=aUdVRUtdRUdBTjVFXyUJUMEtHbm5DZz09>

**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.

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

******BOARD OF ALDERMEN REGULAR AGENDA - 3/23/23 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. March 14, 2023 - Work Session Minutes
 - B. March 14, 2023 - Regular Board Meeting Minutes
- 6. CITY TREASURER'S PACKET:**
 - A. Paid Bills (March 8, 2023 - March 16, 2023)
 - B. Unpaid Bill (March 15, 2023 - March 23, 2023)
 - C. Five (5) Month Budget Report
- 7. UNFINISHED BUSINESS**
 - A. Bill #1194 An Ordinance Terminating the Mountain Farm Community Improvement District Within Weldon Spring, Missouri, Ordering the Distribution of CID Revenues; Direction the City Clerk to Report the Termination of the District to the Missouri Department of Economic Development; Directing and Authorizing City Official to Take Certain Actions Related to the Same; & Containing A Severability Clause - **Alderman Martiszus**
 - B. Bill #1195 An Ordinance Authorizing the Mayor to Execute An Intergovernmental Agreement Between St. Charles County, Missouri, and the City of Weldon Spring, Missouri, for the Use of St. Charles County Transportation Sale Tax Funds for Concrete Slab Replacement & Asphalt Streets Reconstruction - **Alderman Yeager**
 - C. Bill #1196 An Ordinance Amending Section 110.170 of the Municipal Code of City of Weldon Spring, Missouri, Relating to Regular Meetings - Time & Place - **Alderman Clutter**
 - D. Resolution 3-14-23 A Resolution Adopting A Procedure Regarding Notifying Elected Offices of Agenda Items & Related Information for Regular Scheduled Board Meetings - **Alderman Clutter**
- 8. NEW BUSINESS**
- 9. REPORTS & COMMITTEES**
 - A. Architectural Review Commission (ARC) Report - **Alderman Clutter**
 - B. City Administrator Report - **City Administrator**
- 10. RECEIPTS & COMMUNICATIONS**
- 11. ADJOURNMENT**

*WCO1
3/20/23 @ 3:75 PM*



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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.

CITY OF WELDON SPRING
BOARD OF ALDERMEN WORK SESSION
MARCH 14, 2023

CALL TO ORDER: A Work Session of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, March 14, 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 Clutter, Alderman Conley, Alderman Kolb, Alderman Martiszus, and Alderman Yeager were present. Aldermen Baker joined the meeting as a video conferencing participant via Zoom. Also, present at the meeting were Bob Wohler (City Attorney), Michael Padella (City Administrator), and Bill Hanks (City Clerk).

BUSINESS FOR DISCUSSION:

Siedentop Appraisal Report: There was a brief discussion on gaining a better understanding on the appraisal process and the consistency with the process. Alderman Martiszus felt that there is no consistency with the process because the appraisal process has been different the last two times the City went through the process, which were the Vanguard (Trace) Apartments development and the New Perspective of Weldon Spring development. The suggestion was that the City staff would review this section of the City Code for the Board to have discussions in the summer on this matter.

Pedestrian Crosswalk Evaluation Study: There was a brief discussion about obtaining cost estimates for the pedestrian crosswalk improvements in the initial study and following the recommendations by Cochran Engineering. The Board also reviewed comments received on the locations, as well as identified possible new locations. The Board will vote on a direction at the regular Board meeting on March 14, 2023.

Walking Facilities Extension Study: There was a brief discussion to have the City engage Cochran Engineering for a preliminary design on the walking facilities extension along Westwood Drive between Wrenwyck Place Subdivision and South Breeze Lane because the scope of work of the initial study didn't take certain things, such as water utility lines, into consideration. The Board will vote on a direction at the regular Board meeting on March 14, 2023.

Alderman Kolb left the meeting at 6:35 PM.

03/14/23 Board Meeting Agenda Items: There were discussions on the Board of Aldermen meeting nights schedule, the procedure for Board's material notification, liquor licenses, and the petition to terminate the Mountain Farm Community Improvement District (CID).

The Work Session was adjourned at 6:48 PM.

Respectfully submitted,

William C. Hanks, City Clerk

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
MARCH 14, 2023

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, March 14, 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 Lickliger 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 | |
| Ward 3: | Alderman Martiszus | Alderman Baker* |

Note: Aldermen Baker joined the meeting as a video conferencing participant via Zoom.

Alderman Kolb was absent. A quorum was declared.

PUBLIC COMMENTS:

There were no public comments at this time.

PUBLIC HEARING

- **Consideration for A Petition from the Landowners Within the Mountain Farm Community Improvement District (CID) Requesting a Termination of that Said Taxing District** – Mayor Lickliger opened the Public Hearing at 7:31 PM. There were no public comments. Mayor Lickliger closed the Public Hearing at 7:32 PM.
- **Consideration of an Application for a Liquor License for the Sale of (Intoxicating Liquor by Package & a Sunday License) for “Liquor Express,” at 6000 S. HWY 94** – Mayor Lickliger opened the Public Hearing at 7:32 PM. Shetal (Paul) Patel, the applicant, answered a few questions from the Board, such as the drive-thru aspect of the store, other liquor store businesses that the applicant own by himself or through a partnership, and security cameras on the property. Mayor Lickliger closed the Public Hearing at 7:36 PM.

- **Consideration of an Application for a Liquor License for the Sale of (Intoxicating Liquor by Drink & a Sunday License) for “Concert Whitmoor, LLC,” at 1100 Whitmoor Drive – Lorene William (Change in Ownership) –** Mayor Lickliger opened the Public Hearing at 7:36 PM. There were no public comments. Mayor Lickliger closed the Public Hearing at 7:36 PM.

MINUTES

February 23, 2023 – Work Session Minutes: Alderman Clutter moved to approve the minutes from the February 23, 2023, Work Session, as written, seconded by Alderman Yeager. **Motion carried** with 4 ayes. Alderman Martiszus abstained from voting.

February 23, 2023 – Regular Board Meeting Minutes: Alderman Clutter moved to approve the minutes from the February 23, 2023, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 5 ayes.

TREASURER’S REPORT

Alderman Clutter made a motion to accept the Treasurer’s packet of paid bills from February 17, 2023, to March 7, 2023, and the January 2023 Credit Card Bill. The motion was seconded by Alderman Yeager. **Motion carried** with 5 ayes.

UNFINISHED BUSINESS

Resolution 2-23-23 - A Resolution of the Board of Aldermen of the City of Weldon Spring, Missouri, Certifying the Appraisal Report Prepared by Dodge Appraisal Company in Compliance With Section 410.630 of City Code for the New Perspective of Weldon Spring, A Residential Senior Living Development Along Siedentop Road: Alderman Martiszus moved to approve Resolution 2-23-23, seconded by Alderman Clutter. **Motion carried** with 5 ayes.

NEW BUSINESS

Bill #1194 - An Ordinance Terminating the Mountain Farm Community Improvement District Within Weldon Spring, Missouri, Ordering the Distribution of CID Revenues; Direction the City Clerk to Report the Termination of the District to the Missouri Department of Economic Development; Directing and Authorizing City Official to Take Certain Actions Related to the Same; & Containing A Severability Clause: Alderman Martiszus moved to introduce Bill #1194 for its first reading by title only. Alderman Clutter seconded the motion and the **motion carried**.

Bill #1194 was tabled in accordance with City Code.

Note: A Scrivener’s error was found on page 2 of the petition (under the Distribution of Assets section). The replacement of dead/dying trees along Technology Drive are from Weldon Spring Road (not parkway) to Progress Point

Parkway. Since the petition cannot change, it was advised that the error is well documented in the meeting minutes.

Bill #1195 - An Ordinance Authorizing the Mayor to Execute An Intergovernmental Agreement Between St. Charles County, Missouri, and the City of Weldon Spring, Missouri, for the Use of St. Charles County Transportation Sale Tax Funds for Concrete Slab Replacement & Asphalt Streets Reconstruction: Alderman Yeager moved to introduce Bill #1195 for its first reading by title only. Alderman Clutter seconded the motion and the **motion carried**.

Bill #1195 was tabled in accordance with City Code.

Bill #1196 - An Ordinance Amending Section 110.170 of the Municipal Code of City of Weldon Spring, Missouri, Relating to Regular Meetings – Time & Place: Alderman Clutter moved to introduce Bill #1196 for its first reading by title only. Alderman Yeager seconded the motion and the **motion carried**.

Bill #1196 was tabled in accordance with City Code.

Resolution 3-14-23 - A Resolution Adopting A Procedure Regarding Notifying Elected Offices of Agenda Items & Related Information for Regular Scheduled Board Meetings: Alderman Clutter moved to introduce Resolution 3-14-23, seconded by Alderman Yeager. After a brief discussion, Resolution 3-14-22 was tabled until the next Board meeting because the procedure was amended. A clean version of the Resolution will be available at the next Board meeting for consideration.

Liquor License Approvals – Alderman Clutter made a motion to approve the liquor licenses for Concert Whitmoor, LLC, at 1100 Whitmoor Drive, and Liquor Express at 6000 S. HWY 94, seconded by Alderman Martiszus. **Motion carried** with 4 ayes. Alderman Yeager abstained from voting.

Pedestrian Crosswalk Evaluation Study: Alderman Yeager made a motion to authorize the City to seek cost estimates for all the recommendations made by Cochran Engineering in the initial study, as well as conduct a study on 2 more locations, which are the intersection by the back gate of the Whitmoor Country Club Subdivision and the intersection of Rodelle Woods Drive and Independence Road. The motion was seconded by Alderman Clutter. **Motion carried** with 5 ayes.

Walking Facilities Extension Study: Alderman Yeager made a motion to authorize the City to seek cost estimate for a preliminary design from Cochran Engineering to complete the walking facility extension along Westwood Drive from Wrenwyck Place Subdivision to South Breeze Lane. The motion was seconded by Alderman Clutter. **Motion carried** with 5 ayes.

REPORTS AND COMMITTEES:

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

City Attorney Report: Mr. Wohler (City Attorney) warned the Board to move cautiously in their decision-making process on the acceptance of the stormwater sewers in Camelot Subdivision because the process to dedicate streets and stormwater sewers are different. He added that he conveyed to the Camelot Homeowner Association's (HOA) attorney that the HOA needs to prove ownership of the sewers before the City consider accepting the stormwater sewers.

A brief discussion took place.

Parks & Recreation Advisory Committee (PRAC) Report & Appointment: Alderman Martiszus indicated to the Board that the Committee still has one more vacancy. A brief discussion took place.

City Administrator Report: The City Administrator Report was submitted to the Board prior to the meeting.

ADJOURNMENT:

Alderman Clutter moved to adjourn the meeting at 8:22 PM and Alderman Martiszus seconded the motion. **Motion carried** with 5 ayes.

Respectfully submitted,

William C. Hanks
City Clerk

**PAID BILLS TO BE APPROVED
MARCH 8, 2023 -- MARCH 16, 2023**

**CHECKS DATED 3/6/23 TO 3/15/23
& one dated 2/28/2023, missed from previous report**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
23RD DAY OF MARCH 2023 _____, MAYOR

3/6/2023 THRU 3/15/2023

ACCOUNTS PAYABLE CLAIMS REPORT

| <u>VENDOR</u> | <u>REFERENCE</u> | <u>GL ACCT NO</u> | <u>AMOUNT</u> | <u>CHECK #</u> | <u>CHECK DATE</u> |
|--------------------------------|--------------------------------|-------------------|---------------|----------------|-------------------|
| AMERICOM | TONER & DRUMS/PRINTERS | 10-10-5243 | \$ 262.00 | 9640 | 3/15/2023 |
| ANIMAL CARE SERVICE INC | BUTTERFLY LANE/DECEASED DEER | 22-22-5440 | \$ 125.00 | 9636 | 3/10/2023 |
| BUILDINGSTARS OPERATIONS INC | MONTHLY HOUSEKEEPING | 20-20-5244 | \$ 240.00 | 10230115 | 3/6/2023 |
| CENTRAL BANK OF ST LOUIS | ACCOUNT ANALYSIS FEES | 10-10-5216 | \$ 265.88 | 10230117 | 3/9/2023 |
| COCHRAN | M22-8566 PED CROSSING EVAL | 20-20-5314 | \$ 9,782.50 | 9638 | 3/10/2023 |
| COCHRAN | M19-7755A WOLFRUM TRAIL EXTENS | 20-20-5314 | \$ 412.50 | 9639 | 3/10/2023 |
| CUIVRE RIVER ELECTRIC | MONTHLY ELECTRIC | 20-20-5253 | \$ 342.15 | 10230111 | 3/6/2023 |
| CUIVRE RIVER ELECTRIC | MONTHLY ELECTRIC | 20-20-5253 | \$ 218.60 | 10230112 | 3/6/2023 |
| CUIVRE RIVER ELECTRIC | MONTHLY ELECTRIC | 20-20-5253 | \$ 28.42 | 10230113 | 3/6/2023 |
| CUIVRE RIVER ELECTRIC | MONTHLY ELECTRIC | 20-20-5253 | \$ 27.00 | 10230114 | 3/6/2023 |
| EVANS FACILITY CONSULTANT | STEIGER'S CHAIR REPAIRED | 10-10-5243 | \$ 50.00 | 9629 | 3/6/2023 |
| FICK SUPPLY SERVICE INC | 10 YDS BROWN MULCH/PARKS | 20-20-5450 | \$ 370.02 | 9634 | 3/10/2023 |
| FICK SUPPLY SERVICE INC | 15 YD MULCH/PARKS | 20-20-5450 | \$ 525.82 | 9642 | 3/15/2023 |
| GENERAL CODE LLC | eCODE 360 ANNUAL MAINTENANCE | 10-10-5210 | \$ 995.00 | 9632 | 3/6/2023 |
| GLOBE LIFE INS | SUPPLEMENT EMPLOYEE INSURANCE | 10/2/2120 | \$ 169.36 | 9626 | 2/28/2023 |
| HARLAND CLARKE | DEPOSIT SLIPS/OPER ACCT | 10-10-5243 | \$ 77.54 | 10230118 | 3/15/2023 |
| INCREDIBLE ENGRAVINGS | 2 NAME PLATES | 10-10-5243 | \$ 45.16 | 9630 | 3/6/2023 |
| INCREDIBLE ENGRAVINGS | NAME PLATE | 10-10-5243 | \$ 22.58 | 9635 | 3/10/2023 |
| KANSAS CITY LIFE INS CO | GROUP LIFE INS | 10-10-5131 | \$ 222.82 | 10230110 | 3/6/2023 |
| METROPARK | TELEPHONE/INTERNET | 20-20-5251 | \$ 460.30 | 10230109 | 3/6/2023 |
| MICHAEL PADELLA | MILEAGE REIMB | 10-10-5202 | \$ 49.13 | 16685 | 3/10/2023 |
| MICHAEL PADELLA | VINEGAR/BOTTLED WATER | 10-10-5243 | \$ 12.67 | 16685 | 3/10/2023 |
| OCCUPATIONAL HEALTH CENTER | BILL #13/5741331-1 | 20-20-5952 | \$ 800.10 | 16687 | 3/16/2023 |
| PURITAN SPRING WATER | BOTTLE WATER | 20-20-5255 | \$ 38.10 | 10230116 | 3/10/2023 |
| ROBERT WOHLER | LEGAL FEES | 10-10-5301 | \$ 730.00 | 9631 | 3/6/2023 |
| ST CHARLES COUNTY BUSINESS REC | PUBLIC NOTICES | 10-10-5214 | \$ 61.20 | 9641 | 3/15/2023 |
| ST CHARLES COUNTY BUSINESS REC | PUBLIC HEARING/LIQUOR LICENSE | 10-10-5214 | \$ 59.50 | 9637 | 3/10/2023 |
| UNITED HEALTHCARE | EMPLOYEE HEALTH INS | 10-02-2110 | \$ 799.91 | 9643 | 3/15/2023 |
| UNITED HEALTHCARE | EMPLOYEE HEALTH INS | 10-10-5132 | \$ 3,644.02 | 9643 | 3/15/2023 |
| WEX BANK | FLEET GAS CARD | 20-20-5237 | \$ 136.58 | 9633 | 3/6/2023 |
| WILLIAM C HANKS | MILEAGE REIMB | 10-10-5202 | \$ 175.41 | 16686 | 3/15/2023 |
| Accounts Payable Total | | | \$ 21,149.27 | | |

**UNPAID BILLS TO BE APPROVED
MARCH 15 2023 -- MARCH 23, 2023**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
23RD DAY OF MARCH 2023 _____ MAYOR

3/16/2023 THRU 3/23/2023
VENDOR

ACCOUNTS PAYABLE CLAIMS REPORT
REFERENCE

| <u>VENDOR</u> | <u>GL ACCT NO</u> | <u>AMOUNT</u> | <u>CHECK #</u> | <u>CHECK DATE</u> |
|-------------------|-------------------|---------------|----------------|-------------------|
| LOUIS BASSO, P.C. | 22.22.5302 | \$ 43,095.95 | 16688 | 3/23/2023 |
| | | \$ 43,095.95 | | |

BUDGET REPORT
CALENDAR 2/2023, FISCAL 5/2023

PCT OF FISCAL YTD 41.6%

| 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 | | 33,266.83 | 56.29 | 25,833.17 |
| 10-10-4802 | FRANCHISE FEES - CUIVRE RIVER | 238,525.00 | 18,956.21 | 96,289.67 | 40.37 | 142,235.33 |
| 10-10-4803 | FRANCHISE FEES - SPIRE GAS | 84,500.00 | 10,818.82 | 38,328.13 | 45.36 | 46,171.87 |
| 10-10-4804 | FRANCHISE FEES - AMERENUE | 78,000.00 | 5,494.61 | 30,601.23 | 39.23 | 47,398.77 |
| 10-10-4805 | FRANCHISE FEES-SYMMETRY ENERGY | 1,500.00 | | | | 1,500.00 |
| 10-10-4806 | FRANCHISE FEES - AT&T | 19,000.00 | 4,597.46 | 9,199.58 | 48.42 | 9,800.42 |
| 10-10-4814 | PERMITS - GRADING | 1,010.00 | | 689.30 | 68.25 | 320.70 |
| 10-10-4815 | PERMITS - LAND USE | 13,125.00 | 1,500.00 | 3,950.00 | 30.10 | 9,175.00 |
| 10-10-4816 | PERMITS - FIREWORKS | 20,000.00 | 4,000.00 | 4,000.00 | 20.00 | 16,000.00 |
| 10-10-4817 | PERMITS - PLANNING & ZONING | 5,050.00 | | 3,925.20 | 77.73 | 1,124.80 |
| 10-10-4818 | PERMITS - SIGNS | 510.00 | 106.80 | 781.64 | 153.26 | 271.64- |
| 10-10-4819 | PERMITS - SOLICITORS | 250.00 | | | | 250.00 |
| 10-10-4831 | LICENSES - BUSINESS | 6,250.00 | 110.00 | 2,675.00 | 42.80 | 3,575.00 |
| 10-10-4832 | LICENSES - LIQUOR | 8,500.00 | | | | 8,500.00 |
| 10-10-4901 | INTEREST - GENERAL | 1,508.00 | 1,558.00- | 16,362.66 | 1,085.06 | 14,854.66- |
| 10-10-4950 | TRANSFER IN | | 8,579.76 | 1,134,052.79 | | 1,134,052.79- |
| 10-10-4951 | RECORDS/PLAN REQUEST | 250.00 | | | | 250.00 |
| 10-10-4952 | MISC -GENERAL-REVENUE | 253.00 | 2,120.93 | 2,131.33 | 842.42 | 1,878.33- |
| | GENERAL DEPARTMENT TOTAL | 537,331.00 | 54,726.59 | 1,376,253.36 | 256.13 | 838,922.36- |
| CODE ENFORCEMENT/COURT DEPARTMENT | | | | | | |
| 10-16-4952 | MISCELLANEOUS | 303.00 | | | | 303.00 |
| 10-16-4991 | CRT COSTS-CLERK FEE-MUNI & E/R | 3,600.00 | 48.00 | 1,426.26 | 39.62 | 2,173.74 |
| 10-16-4992 | FINE-MUNI ORDN OTHER & E/R | 28,000.00 | 268.00 | 10,899.00 | 38.93 | 17,101.00 |
| | CODE ENFORCEMENT/COURT TOTAL | 31,903.00 | 316.00 | 12,325.26 | 38.63 | 19,577.74 |
| PARK IMPROVEMENT DEPARTMENT | | | | | | |
| | TOTAL REVENUE | 569,234.00 | 55,042.59 | 1,388,578.62 | 243.94 | 819,344.62- |
| GENERAL DEPARTMENT DEPARTMENT | | | | | | |
| 10-10-5101 | GOVERNMENT SALARIES | 7,800.00 | | 1,950.00 | 25.00 | 5,850.00 |
| 10-10-5103 | ADMIN. STAFF SALARIES | 282,022.00 | 19,857.27 | 98,207.79 | 34.82 | 183,814.21 |
| 10-10-5123 | FICA | 22,768.00 | 1,538.87 | 7,761.08 | 34.09 | 15,006.92 |
| 10-10-5126 | UNEMPLOYMENT TAXES | 281.00 | | 56.51 | 20.11 | 224.49 |
| 10-10-5127 | LAGERS BENEFIT | 13,250.00 | 1,100.80 | 5,437.08 | 41.03 | 7,812.92 |
| 10-10-5130 | DENTAL INSURANCE BENEFITS | 3,114.00 | 280.82 | 1,265.45 | 40.64 | 1,848.55 |
| 10-10-5131 | LIFE INSURANCE EMP BENEFIT | 2,452.00 | 221.50 | 1,085.96 | 44.29 | 1,366.04 |
| 10-10-5132 | HEALTH INS BENEFIT(GROUP PLAN) | 41,071.00 | 4,205.49 | 19,462.76 | 47.39 | 21,608.24 |
| 10-10-5134 | MEDICARE STIPEND | 2,625.00 | 350.00 | 1,750.00 | 66.67 | 875.00 |
| 10-10-5135 | CITY OFFICIAL APPRECIATION | 1,000.00 | | | | 1,000.00 |
| 10-10-5201 | MEALS & TRAVEL | 2,650.00 | 309.91 | 2,552.74 | 96.33 | 97.26 |

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 2/2023, FISCAL 5/2023

PCT OF FISCAL YTD 41.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | TOTAL BUDGET | MTD BALANCE | YTD BALANCE | PERCENT DIFFERENCE | DIFFERENCE |
|---------------------------------|--------------------------------|-------------------|------------------|-------------------|--------------------|-------------------|
| 10-10-5202 | CAR ALLOWANCE (MILEAGE) | 2,500.00 | 303.53 | 673.66 | 26.95 | 1,826.34 |
| 10-10-5203 | TRAINING & EDUCATION | 3,500.00 | 50.00 | 1,548.00 | 44.23 | 1,952.00 |
| 10-10-5204 | DUES & SUBSCRIPTIONS | 2,650.00 | 20.00 | 1,432.38 | 54.05 | 1,217.62 |
| 10-10-5205 | MAYOR'S DISCRETIONARY | 500.00 | 59.31 | 331.69 | 66.34 | 168.31 |
| 10-10-5206 | INSURANCE - PROPERTY | 5,000.00 | | 4,364.00 | 87.28 | 636.00 |
| 10-10-5207 | INSURANCE - LIABILITY | 12,000.00 | | 4,995.00 | 41.63 | 7,005.00 |
| 10-10-5208 | INSURANCE - BONDING | 500.00 | | | | 500.00 |
| 10-10-5209 | ECONOMIC DEVELOPMENT | 5,000.00 | 5,000.00 | 5,000.00 | 100.00 | |
| 10-10-5210 | WEBSITE DESIGN & HOSTING | 3,200.00 | 180.00 | 960.00 | 30.00 | 2,240.00 |
| 10-10-5211 | NEWSLETTER PUBLISHING | 5,000.00 | | 1,002.32 | 20.05 | 3,997.68 |
| 10-10-5212 | PRINTING/NON NEWSLETTER | 1,000.00 | | | | 1,000.00 |
| 10-10-5213 | POSTAGE - ALL | 2,500.00 | 24.63 | 546.66 | 21.87 | 1,953.34 |
| 10-10-5214 | PUBLIC NOTICES | 1,818.00 | | 550.70 | 30.29 | 1,267.30 |
| 10-10-5215 | ELECTIONS | 3,800.00 | 5,017.88 | 5,017.88 | 132.05 | 1,217.88- |
| 10-10-5216 | Bank Service Fees | 5,400.00 | 261.53 | 2,230.03 | 41.30 | 3,169.97 |
| 10-10-5217 | INSURANCE-CYBER LIAB POLICY | 2,700.00 | | 2,360.00 | 87.41 | 340.00 |
| 10-10-5220 | COPIER/POSTAGE MACHINE EXPENSE | 750.00 | | 299.82 | 39.98 | 450.18 |
| 10-10-5223 | ADVERTISEMENTS/MARKETING | 6,000.00 | | 1,250.75 | 20.85 | 4,749.25 |
| 10-10-5243 | CITY HALL - OFFICE SUPPLIES | 2,800.00 | 641.87 | 2,369.95 | 84.64 | 430.05 |
| 10-10-5275 | ANIMAL CONTROL CONTRACT | 7,346.00 | | | | 7,346.00 |
| 10-10-5280 | MOSQUITO CONTROL | 2,100.00 | | 184.51 | 8.79 | 1,915.49 |
| 10-10-5282 | ORTHO IMAGERY CONTRACT | 1,033.00 | | | | 1,033.00 |
| 10-10-5301 | CITY ATTORNEY | 6,500.00 | 225.00 | 2,730.00 | 42.00 | 3,770.00 |
| 10-10-5303 | JUDGE | 1,000.00 | | 900.00 | 90.00 | 100.00 |
| 10-10-5304 | PROSECUTING ATTORNEY -COURT | 10,000.00 | 220.00 | 2,620.00 | 26.20 | 7,380.00 |
| 10-10-5312 | PROFESSIONAL SERVICES-ENGINEER | 25,000.00 | | | | 25,000.00 |
| 10-10-5321 | AUDITOR | 12,000.00 | | | | 12,000.00 |
| 10-10-5324 | CONSULTANT - SOFTWARE | 13,500.00 | 472.99 | 11,019.95 | 81.63 | 2,480.05 |
| 10-10-5325 | CONSULTANT - NETWORK | 8,000.00 | 618.37 | 2,473.48 | 30.92 | 5,526.52 |
| 10-10-5326 | CONSULTANT - RECODIFICATION | 3,090.00 | | | | 3,090.00 |
| 10-10-5327 | CONSULTANT - MISC | 1,000.00 | | | | 1,000.00 |
| 10-10-5560 | NON-CAPITAL EQUIP -CITY HALL | 3,500.00 | | 450.98 | 12.89 | 3,049.02 |
| 10-10-5952 | MISC - GENERAL FUND | 500.00 | | | | 500.00 |
| GENERAL DEPARTMENT TOTAL | | 540,220.00 | 40,959.77 | 194,841.13 | 36.07 | 345,378.87 |

CODE ENFORCEMENT/COURT DEPARTMENT

| | | | | | | |
|-------------------------------------|--------------------------------|------------------|------------|---------------|-------------|------------------|
| 10-16-5243 | OFFICE SUPPLIES - COURT | 150.00 | | 626.00 | 417.33 | 476.00- |
| 10-16-5305 | COURT REPORTING SERVICES | 500.00 | | | | 500.00 |
| 10-16-5306 | O'FALLON MUNI COURT COSTS REBA | 2,700.00 | | | | 2,700.00 |
| 10-16-5606 | O'FALLON MUNICIPAL COURT | 27,000.00 | | | | 27,000.00 |
| 10-16-5952 | COURT/CODE ENFORCEMENT - MISC | 5,326.00 | | | | 5,326.00 |
| CODE ENFORCEMENT/COURT TOTAL | | 35,676.00 | .00 | 626.00 | 1.75 | 35,050.00 |

EMERGENCY MANAGEMENT DEPARTMENT

| | | | | | | |
|-----------------------|--|-------------------|------------------|-------------------|--------------|-------------------|
| TOTAL EXPENSES | | 575,896.00 | 40,959.77 | 195,467.13 | 33.94 | 380,428.87 |
|-----------------------|--|-------------------|------------------|-------------------|--------------|-------------------|

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 2/2023, FISCAL 5/2023

PCT OF FISCAL YTD 41.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | TOTAL BUDGET | MTD BALANCE | YTD BALANCE | PERCENT DIFFERENCE | DIFFERENCE |
|---|--------------------------------|--------------|-------------|---------------|--------------------|---------------|
| | GENERAL TOTAL | 6,662.00- | 14,082.82 | 1,193,111.49 | 7,909.21- | 1,199,773.49- |
| COURT BOND FUND | | | | | | |
| COURT BOND DEPARTMENT | | | | | | |
| 12-12-5950 | TRANSFER OUT | | 6,731.73 | 6,731.73 | | 6,731.73- |
| | COURT BOND TOTAL | .00 | 6,731.73 | 6,731.73 | .00 | 6,731.73- |
| | TOTAL EXPENSES | .00 | 6,731.73 | 6,731.73 | .00 | 6,731.73- |
| | COURT BOND TOTAL | .00 | 6,731.73- | 6,731.73- | .00 | 6,731.73 |
| POOLED ARPA FUND | | | | | | |
| GENERAL DEPARTMENT DEPARTMENT | | | | | | |
| 13-13-4901 | INTEREST - ARPA | | 2.31 | 5,272.78 | | 5,272.78- |
| 13-13-4950 | TRANSFER IN | | 1,848.03- | 1,127,321.06- | | 1,127,321.06 |
| | TOTAL | .00 | 1,845.72- | 1,122,048.28- | .00 | 1,122,048.28 |
| | TOTAL REVENUE | .00 | 1,845.72- | 1,122,048.28- | .00 | 1,122,048.28 |
| | POOLED ARPA TOTAL | .00 | 1,845.72- | 1,122,048.28- | .00 | 1,122,048.28 |
| MUNICIPAL BUILDING & PARK FUND | | | | | | |
| MUNICIPAL BUILDING & PARK DEPARTMENT | | | | | | |
| 20-20-4701 | LOCAL SALES TAX | 368,000.00 | 28,461.16 | 164,614.73 | 44.73 | 203,385.27 |
| 20-20-4702 | METRO PARK DISTRICT TAX | 20,000.00 | | 5,711.92 | 28.56 | 14,288.08 |
| 20-20-4901 | INTEREST -MUNIC BLDG & PARK | 2,965.00 | 2,777.26 | 12,291.80 | 414.56 | 9,326.80- |
| 20-20-4970 | SPONSORSHIPS/PARK DONATIONS | 6,500.00 | | 175.00 | 2.69 | 6,325.00 |
| 20-20-4971 | PARK FACILITY RENTALS | 3,500.00 | | 125.00 | 3.57 | 3,375.00 |
| | MUNICIPAL BUILDING & PARK TOTA | 400,965.00 | 31,238.42 | 182,918.45 | 45.62 | 218,046.55 |
| PARK IMPROVEMENT DEPARTMENT | | | | | | |
| 20-21-4800 | PYMT-IN LIEU-PARK LAND DONATE | 100,000.00 | | | | 100,000.00 |
| | PARK IMPROVEMENT TOTAL | 100,000.00 | .00 | .00 | .00 | 100,000.00 |

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 2/2023, FISCAL 5/2023

PCT OF FISCAL YTD 41.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | TOTAL BUDGET | MTD BALANCE | YTD BALANCE | PERCENT DIFFERENCE | DIFFERENCE |
|---|---|---------------------|------------------|-------------------|--------------------|---------------------|
| | TOTAL REVENUE | 500,965.00 | 31,238.42 | 182,918.45 | 36.51 | 318,046.55 |
| MUNICIPAL BUILDING & PARK DEPARTMENT | | | | | | |
| 20-20-5103 | PARK ADMIN STAFF SPLIT PAY | 121,731.00 | 8,790.56 | 43,663.88 | 35.87 | 78,067.12 |
| 20-20-5104 | PARK STAFF SALARIES | | | 342.00 | | 342.00- |
| 20-20-5123 | FICA EMPLOYER COST | 9,312.00 | 669.05 | 3,349.29 | 35.97 | 5,962.71 |
| 20-20-5126 | UNEMPLOYMENT TAXES | 77.00 | | 14.12 | 18.34 | 62.88 |
| 20-20-5127 | LAGERS BENEFIT | 7,013.00 | 576.97 | 2,893.27 | 41.26 | 4,119.73 |
| 20-20-5203 | TRAINING & EDUCATION | 1,800.00 | | | | 1,800.00 |
| 20-20-5216 | EVENTS IN THE PARK | 4,000.00 | | 2,170.10 | 54.25 | 1,829.90 |
| 20-20-5217 | FOURTH OF JULY | 12,500.00 | | | | 12,500.00 |
| 20-20-5218 | SENIOR CITIZENS DAY | 800.00 | | | | 800.00 |
| 20-20-5219 | SANTA CLAUS/WINTER CHILL OUT | 2,000.00 | 45.36 | 492.86 | 24.64 | 1,507.14 |
| 20-20-5220 | FISHING DERBY | 750.00 | | | | 750.00 |
| 20-20-5231 | SIGNS | 3,500.00 | 191.20- | 331.27 | 9.46 | 3,168.73 |
| 20-20-5232 | PARK - UNIFORMS | 450.00 | | 104.99 | 23.33 | 345.01 |
| 20-20-5233 | BLDG - REPAIRS & MAINT | 2,575.00 | 58.37 | 84.58 | 3.28 | 2,490.42 |
| 20-20-5236 | PARK - REPAIRS | 20,000.00 | 250.87 | 707.72 | 3.54 | 19,292.28 |
| 20-20-5237 | PARK EQUIPMENT-REPAIRS/MAINT | 4,500.00 | 167.77 | 3,040.12 | 67.56 | 1,459.88 |
| 20-20-5240 | PARK EQUIPMENT RENTALS | 7,500.00 | | 1,630.85 | 21.74 | 5,869.15 |
| 20-20-5241 | CITY HALL - REPAIRS/MAINT | 22,000.00 | | 7,760.75 | 35.28 | 14,239.25 |
| 20-20-5243 | PARKS - GENERAL SUPPLIES | 2,500.00 | 591.71 | 1,802.99 | 72.12 | 697.01 |
| 20-20-5244 | CITY HALL - HOUSEKEEPING | 2,880.00 | 240.00 | 1,200.00 | 41.67 | 1,680.00 |
| 20-20-5250 | UTILITIES - SEWER | 278.00 | 65.25 | 130.50 | 46.94 | 147.50 |
| 20-20-5251 | TELEPHONE-INTERNET-EMAIL HOST | 4,900.00 | 460.30 | 1,841.17 | 37.57 | 3,058.83 |
| 20-20-5253 | ELECTRIC | 6,000.00 | 578.68 | 2,120.62 | 35.34 | 3,879.38 |
| 20-20-5254 | TRASH | 2,000.00 | 220.74 | 870.36 | 43.52 | 1,129.64 |
| 20-20-5255 | BOTTLED WATER | 325.00 | 29.81 | 149.05 | 45.86 | 175.95 |
| 20-20-5256 | UTILITIES-OTHER-ALARM | 192.00 | | 48.00 | 25.00 | 144.00 |
| 20-20-5257 | CELL PHONE - PARKS | 2,400.00 | 349.46 | 764.22 | 31.84 | 1,635.78 |
| 20-20-5314 | PROFESSIONAL SVCS-CONSULTANT | 82,000.00 | 4,207.50 | 10,217.08 | 12.46 | 71,782.92 |
| 20-20-5450 | GROUNDS MAINTENANCE | 2,800.00 | | | | 2,800.00 |
| 20-20-5463 | CAP EQUIPMENT - PARK | 26,800.00 | | | | 26,800.00 |
| 20-20-5466 | CAP IMPROVEMENT - PARKS(ARPA) | | 40,621.87 | 40,621.87 | | 40,621.87- |
| 20-20-5470 | CAPITAL IMPROVEMENT - TRAILS | 750,000.00 | | | | 750,000.00 |
| 20-20-5490 | CAP-REAL PROPERTY IMPROVEMENTS | 460,000.00 | | | | 460,000.00 |
| 20-20-5550 | LANDSCAPING | 7,500.00 | | | | 7,500.00 |
| 20-20-5560 | EQUIPMENT-CITY HALL:NON-CAPITA | 1,500.00 | | 178.04 | 11.87 | 1,321.96 |
| 20-20-5563 | EQUIPMENT-PARK: NON-CAPITAL | 3,500.00 | 171.82 | 2,855.67 | 81.59 | 644.33 |
| 20-20-5570 | TRAIL MAINT / REPAIRS | 31,000.00 | | | | 31,000.00 |
| 20-20-5575 | PARKS PLANNING/ENGINEERING | 50,000.00 | | | | 50,000.00 |
| 20-20-5952 | MISC -MUNI BLDG & PARK | 500.00 | | 202.39 | 40.48 | 297.61 |
| | MUNICIPAL BUILDING & PARK TOTA | 1,657,583.00 | 57,904.89 | 129,587.76 | 7.82 | 1,527,995.24 |
| PARK IMPROVEMENT DEPARTMENT | | | | | | |
| 20-21-5150 | LOT C SITE IMPROVE PLAN | 245,000.00 | 2,200.00 | 2,200.00 | .90 | 242,800.00 |
| | PARK IMPROVEMENT TOTAL | 245,000.00 | 2,200.00 | 2,200.00 | .90 | 242,800.00 |

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 2/2023, FISCAL 5/2023

PCT OF FISCAL YTD 41.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | TOTAL BUDGET | MTD BALANCE | YTD BALANCE | PERCENT DIFFERENCE | DIFFERENCE |
|----------------------------------|--------------------------------|---------------|-------------|-------------|--------------------|---------------|
| | TOTAL EXPENSES | 1,902,583.00 | 60,104.89 | 131,787.76 | 6.93 | 1,770,795.24 |
| | MUNICIPAL BUILDING & PARK TOTA | 1,401,618.00- | 28,866.47- | 51,130.69 | 3.65- | 1,452,748.69- |
| STATE REVENUE SHARING FUND | | | | | | |
| PARK LAND DEVELOPMENT DEPARTMENT | | | | | | |
| 22-19-4701 | ROADS & POLICE 1% SALES TAX | 570,000.00 | 56,250.29 | 198,232.48 | 34.78 | 371,767.52 |
| | PARK LAND DEVELOPMENT TOTAL | 570,000.00 | 56,250.29 | 198,232.48 | 34.78 | 371,767.52 |
| STATE REVENUE SHARING DEPARTMENT | | | | | | |
| 22-22-4711 | MOTOR FUEL TAX | 150,000.00 | 15,229.77 | 81,811.06 | 54.54 | 68,188.94 |
| 22-22-4712 | MOTOR VEHICLE SALES TAX | 59,740.00 | 4,641.27 | 23,456.33 | 39.26 | 36,283.67 |
| 22-22-4713 | MOTOR VEHICLE FEE INCREASE | 27,810.00 | 2,286.59 | 11,014.83 | 39.61 | 16,795.17 |
| 22-22-4952 | STATE REV SHARING MISC REVENUE | | 60.60 | 60.60 | | 60.60- |
| 22-22-4994 | CVC SURCHARGE MUNI & E/R | 177.00 | 1.48 | 43.97 | 24.84 | 133.03 |
| 22-22-4995 | POST CITY - LET MUNI | 505.00 | 8.00 | 242.00 | 47.92 | 263.00 |
| 22-22-4996 | INMATE SECURITY/OFFSET LAW ENF | | 8.00 | 520.10 | | 520.10- |
| | STATE REVENUE SHARING TOTAL | 238,232.00 | 22,235.71 | 117,148.89 | 49.17 | 121,083.11 |
| | TOTAL REVENUE | 808,232.00 | 78,486.00 | 315,381.37 | 39.02 | 492,850.63 |
| PARK LAND DEVELOPMENT DEPARTMENT | | | | | | |
| 22-19-5305 | NEW POLICE SVCS CONTRACT | 270,110.00 | 67,527.50 | 67,527.50 | 25.00 | 202,582.50 |
| | PARK LAND DEVELOPMENT TOTAL | 270,110.00 | 67,527.50 | 67,527.50 | 25.00 | 202,582.50 |
| STATE REVENUE SHARING DEPARTMENT | | | | | | |
| 22-22-5103 | STATE REV ADMIN STAFF SALARIES | 67,736.00 | 4,623.93 | 23,652.17 | 34.92 | 44,083.83 |
| 22-22-5123 | FICA | 5,182.00 | 352.10 | 1,801.17 | 34.76 | 3,380.83 |
| 22-22-5127 | LAGERS BENEFIT | 2,888.00 | 239.16 | 1,171.38 | 40.56 | 1,716.62 |
| 22-22-5231 | SIGNS | 1,000.00 | | | | 1,000.00 |
| 22-22-5264 | RIGHT OF WAY LANDSCAPING/MAINT | 10,000.00 | | | | 10,000.00 |
| 22-22-5265 | RIGHT-OF-WAY MOWING | 13,800.00 | | 1,080.00 | 7.83 | 12,720.00 |
| 22-22-5301 | CITY ATTORNEY | 500.00 | | | | 500.00 |
| 22-22-5302 | OUTSIDE ATTORNEY | 4,000.00 | | 15,450.00 | 386.25 | 11,450.00- |
| 22-22-5312 | EXTERNAL CITY ENGINEER | 1,200.00 | | | | 1,200.00 |
| 22-22-5314 | PROFESSIONAL SVCS-CONSULTANT | | | 3,250.00 | | 3,250.00- |
| 22-22-5440 | CITY STREETS | 25,000.00 | | 500.00 | 2.00 | 24,500.00 |
| 22-22-5442 | ROAD CONSTR - WOLFRUM RD | 150,000.00 | | 89,999.74 | 60.00 | 60,000.26 |
| | STATE REVENUE SHARING TOTAL | 281,306.00 | 5,215.19 | 136,904.46 | 48.67 | 144,401.54 |

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 2/2023, FISCAL 5/2023

PCT OF FISCAL YTD 41.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | TOTAL BUDGET | MTD BALANCE | YTD BALANCE | PERCENT DIFFERENCE | DIFFERENCE |
|---|------------------------------|--------------------|-----------------|-------------------|--------------------|--------------------|
| | TOTAL EXPENSES | 551,416.00 | 72,742.69 | 204,431.96 | 37.07 | 346,984.04 |
| | STATE REVENUE SHARING TOTAL | <u>256,816.00</u> | <u>5,743.31</u> | <u>110,949.41</u> | <u>43.20</u> | <u>145,866.59</u> |
| ROAD & BRIDGE FUND FUND | | | | | | |
| ROADS & BRIDGES DEPARTMENT | | | | | | |
| 23-23-4790 | ROAD AND BRIDGE TAX | 242,000.00 | | | | 242,000.00 |
| 23-23-4875 | ST CHAR CNTY RD BOARD GRANT | 171,196.00 | | | | 171,196.00 |
| | ROADS & BRIDGES TOTAL | <u>413,196.00</u> | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>413,196.00</u> |
| | TOTAL REVENUE | <u>413,196.00</u> | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>413,196.00</u> |
| 23-23-5445 | CITY STREETS REPAIRS & MAINT | 775,087.00 | | 27,811.41 | 3.59 | 747,275.59 |
| | ROADS & BRIDGES TOTAL | <u>775,087.00</u> | <u>.00</u> | <u>27,811.41</u> | <u>3.59</u> | <u>747,275.59</u> |
| | TOTAL EXPENSES | <u>775,087.00</u> | <u>.00</u> | <u>27,811.41</u> | <u>3.59</u> | <u>747,275.59</u> |
| | ROAD & BRIDGE FUND TOTAL | <u>361,891.00-</u> | <u>.00</u> | <u>27,811.41-</u> | <u>7.69</u> | <u>334,079.59-</u> |
| SEWER - ESCROW FUND | | | | | | |
| SEWER DEPARTMENT | | | | | | |
| 30-30-4901 | INTEREST - SEWER ESCROW | 1,400.00 | | | | 1,400.00 |
| | SEWER TOTAL | <u>1,400.00</u> | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>1,400.00</u> |
| | TOTAL REVENUE | <u>1,400.00</u> | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>1,400.00</u> |
| | SEWER - ESCROW TOTAL | <u>1,400.00</u> | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>1,400.00</u> |
| SEWER - OPERTNS & MAINT FUND | | | | | | |
| SEWER OPS/MAINT DEPARTMENT | | | | | | |
| 33-33-5249 | OPERATIONS & MAINT - SEWER | 800.00 | | | | 800.00 |
| | SEWER OPS/MAINT TOTAL | <u>800.00</u> | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>800.00</u> |

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 2/2023, FISCAL 5/2023

PCT OF FISCAL YTD 41.6%

| ACCOUNT NUMBER | ACCOUNT TITLE | TOTAL BUDGET | MTD BALANCE | YTD BALANCE | PERCENT. DIFFERENCE | DIFFERENCE |
|----------------|-------------------------------|----------------|-------------|-------------|---------------------|----------------|
| | TOTAL EXPENSES | 800.00 | .00 | .00 | .00 | 800.00 |
| | SEWER - OPERTNS & MAINT TOTAL | <u>800.00-</u> | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>800.00-</u> |

INDEPENDENCE ROAD PHASE 4 FUND

| | | | | | | |
|--------------|------------------------------|---------------|------------|------------|--------|---------------|
| | INDEPENDENCE ROAD DEPARTMENT | | | | | |
| Report Total | | 1,512,755.00- | 17,617.79- | 198,600.17 | 13.13- | 1,711,355.17- |

AN ORDINANCE TERMINATING THE MOUNTAIN FARM COMMUNITY IMPROVEMENT DISTRICT WITHIN WELDON SPRING, MISSOURI; ORDERING THE DISTRIBUTION OF CID REVENUES; DIRECTING THE CITY CLERK TO REPORT THE TERMINATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT; DIRECTING AND AUTHORIZING CITY OFFICIALS TO TAKE CERTAIN ACTIONS RELATED TO THE SAME; AND CONTAINING A SEVERABILITY CLAUSE

WHEREAS, pursuant to Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the City of Weldon Spring, Missouri (the "City") is authorized to create a community improvement district upon receipt of a petition duly filed with the city clerk of the City and conducting a public hearing on the same; and

WHEREAS, a petition to establish the Mountain Farm Community Improvement District (the "Formation Petition") was duly filed with the city clerk of the City on August 24, 2005; and

WHEREAS, following a duly noticed public hearing, held and concluded by the Board of Aldermen during its regularly scheduled meeting on October 5, 2005, the Board of Aldermen adopted Ordinance No. 05-29 establishing the "Mountain Farm Community Improvement District" and incorporating the terms of the Formation Petition (the "CID"); and

WHEREAS, an Amended and Restated Petition regarding the CID was filed with the City on October 6, 2009 (the "Amended Petition");

WHEREAS, following a duly noticed public hearing, held and concluded by the Board of Aldermen during its regularly scheduled meeting on December 5, 2009, the Board of Aldermen approved the Amended Petition and adopted Ordinance No. 09-37 to supersede Ordinance No. 05-29; and

WHEREAS, on February 16, 2023, the Board of Aldermen received a petition for the termination of the CID, attached hereto and incorporated herein by reference as "**Exhibit A**" (the "Termination Petition"), which it verified was in the proper form required by Section 67.1481 of the CID Act; and

WHEREAS, upon receipt of the Termination Petition and determination that it was in conformance with the CID Act, due and lawful notice of a public hearing on the Termination Petition was duly published, and said public hearing was duly held and concluded by the Board of Aldermen during its regularly scheduled meeting on March 14, 2023;and

WHEREAS, the Termination Petition confirmed that the CID has no outstanding obligations; and

WHEREAS, the Board of Aldermen has reviewed the Termination Petition and heard comments from all interested parties during the public comment portion of the Board of Aldermen's meeting on March 14, 2023, who support approval of the Termination Petition by ordinance.

BILL NO. _____

ORDINANCE NO. _____

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

Section One. Pursuant to Section 67.1481 of the CID Act and subject to the terms of the Termination Petition, the "Mountain Farm Community Improvement District" is hereby terminated.

Section Two. That upon the effective date of this Ordinance, the assets of the CID shall be distributed in accordance with the plan for dissolution included in the Termination Petition. To the extent possible, the assets of the CID shall be distributed in such a manner so as to benefit the real property which was formerly a part of the CID.

Section Three. That upon the effective date of this Ordinance, the City Clerk is hereby directed to report the termination of the CID to the Missouri Department of Economic Development pursuant to Section 67.1481.2 of the CID Act, by sending a copy of this Ordinance to said agency.

Section Seven. The City does hereby adopt this Ordinance, including Exhibit A attached hereto and incorporated herein by this reference, pursuant to the power granted to the City under the CID Act.

Section Eight. The City Clerk and any other City official are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section Nine. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section Ten. This Ordinance shall be in full force and effect from and after the date of 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 | _____ | _____ | _____ |
| Lickliden | _____ | _____ | _____ |

Absent: _____

**PETITION TO TERMINATE
MOUNTAIN FARM
COMMUNITY IMPROVEMENT DISTRICT**

**Petition to Terminate a Community Improvement District
Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri, as Amended**

City of Weldon Spring, Missouri

2022

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO TERMINATE
MOUNTAIN FARM
COMMUNITY IMPROVEMENT DISTRICT**

This Petition (“Petition”) to terminate a Community Improvement District within a certain limited portion of the City of Weldon Spring, Missouri (the “City”), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “Act”).

As set forth herein, the entities signing this Petition in accordance with the Act (collectively, “Petitioner”) requests that the governing body of the City (the “Board of Aldermen”) hold a public hearing and approve the Petition and terminate the Community Improvement District prior to the expiration of its term as described herein and in accordance with the Act.

1. DISTRICT TO BE TERMINATED

A. Name of District

The name of the District to be terminated is the “**Mountain Farm Community Improvement District**” (the “District”), created by Ordinance Number 05-29 passed by the Board of Aldermen on October 11, 2005, as later modified by Ordinance Number 09-37 passed by the Board of Aldermen on December 8, 2009.

B. Legal Description

The District includes all of the real property (the “District Property”) legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the “District Boundary Map”).

D. District Obligations

The District has no outstanding obligations.

2. PETITIONER

Based on the tax records of the St. Charles County Assessor (the “Assessor”) as of the date of filing this Petition, Petitioner:

- (a) collectively owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. PLAN FOR DISSOLUTION

The District shall be dissolved in accordance with the following plan:

- The Board of Aldermen shall hold a public hearing, following proper notice, to consider termination of the District.
- The Board of Aldermen shall pass an ordinance (i) terminating all agreements entered into between the City and the District, if any, (ii) approving this Petition, and (iii) officially terminating the District.
- The City Clerk shall provide a copy of such ordinance to the Department of Economic Development.

4. DISTRIBUTION OF ASSETS

Section 67.1481 of the Act requires that upon termination of the District, every effort should be made by the City for the assets of the District to be distributed in a manner to benefit the real property which was formerly a part of the District. Consistent therewith, the assets of the District shall be distributed to the City upon the later of January 31, 2023, or the last date the District receives sales and use tax revenue payments from the Missouri Department of Revenue, to be used in accordance with the following plan:

- Replace dead/dying trees along Technology Drive from Weldon Spring Parkway to Progress Point Parkway.
- Initiate and complete an economic development site analysis and/or feasibility study that would identify the best/optimal land/business sector uses for the remaining undeveloped land, including, without limitation, analyzing the existing conditions and determining if the site is “shovel ready” or if there are any deficiencies that could/should be addressed. This process would also develop a marketing brochure and literature to promote the site. All of this should be executed in conjunction with the current landowner(s).
- Repair and maintain S. Old 94.
- Directional signage for Mercedes Benz – Way Finder signage.

There are no outstanding claims or causes of action pending against the District, the District's liabilities do not exceed its assets, the District owns no personal or real property and the District is not insolvent, in receivership or under the jurisdiction of any bankruptcy court.

As of November 30, 2022, the District had assets of approximately \$150,304.44. The District anticipates receiving approximately \$6,000 of additional revenue during the 2022-23 fiscal year ending September 30, 2023. The District anticipates that its final administrative costs and the costs associated with termination of the District will be approximately \$20,000, and the District anticipates holding a reserve of \$15,000. Accordingly, the District anticipates net assets of approximately \$121,304.44 upon termination of the District, which shall be distributed to the City to be used to benefit the real property which was formerly a part of the District and as set forth above.

5. REQUEST TO TERMINATE DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1481 of the Act and adopt an ordinance to terminate the District as set out in this Petition and in accordance with the Act and this Petition.

6. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.

[Remainder of Page Intentionally Left Blank.]

Signature Page for Petition to Terminate the
Mountain Farm Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Weldon Spring, Missouri terminate the Mountain Farm Community Improvement District according to the preceding Petition and authorize the dissolution of the District.

Name of Owner: Trident Weldon Springs L.L.C.
Owner's Telephone Number: 313-567-7000
Owner Mailing Address: 3400 East Lafayette St.
Detroit, MI 48207-4962

Name of Signer: Bryant M. Frank
State basis of legal authority to sign: Vice President of Trident Properties, Inc, the
Manager of Owner
Signer's Telephone Number: 313-567-7000
Signer's Mailing Address 3400 East Lafayette St.
Detroit, MI 48207-4962

Entity Type: Michigan limited liability company

The parcel identification number, Assessor account number, and assessed value of the properties owned:

| Assessor Account | Parcel ID | Assessed Value |
|-------------------------|------------------------|-----------------------|
| 591450A000 | 3-0160-1796-00-0016 | \$191,316 |
| T061500090 | 3-157E-8956-00-00C1.11 | \$3,764 |

Assessed Value listed is derived from the Assessor's online Property Database Search, which provides the assessed value from the 2021 tax records of the county clerk of the county in which the property is located as of the last completed assessment.

[Remainder of Page Intentionally Left Blank.]

Signature Page for Petition to Terminate the
Mountain Farm Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Weldon Spring, Missouri terminate the Mountain Farm Community Improvement District according to the preceding Petition and authorize the dissolution of the District.

Name of Owner: Asbury St. Louis M.L.L.C.
Owner's Telephone Number: 770-418-8200
Owner Mailing Address: 2905 Premiere Pkwy Ste 300
Duluth, GA 30097

Name of Signer: Sidney Barron
State basis of legal authority to sign: DIC President
Signer's Telephone Number: 678-409-8133
Signer's Mailing Address: 2905 Premiere Pkwy Ste 300
Duluth, GA 30097

Entity Type: Delaware limited liability company

The parcel identification number, Assessor account number, and assessed value of the properties owned:

| Assessor Account | Parcel ID | Assessed Value |
|------------------|-----------------------|----------------|
| 591660A000 | 3-0160-1796-00-0017.1 | \$638,495 |
| T061500089 | 3-157E-8956-00-00C1.1 | \$163,088 |

Assessed Value listed is derived from the Assessor's online Property Database Search, which provides the assessed value from the 2021 tax records of the county clerk of the county in which the property is located as of the last completed assessment.

EXHIBIT "A"

DISTRICT LEGAL DESCRIPTION

MOUNTAIN FARM COMMUNITY IMPROVEMENT DISTRICT

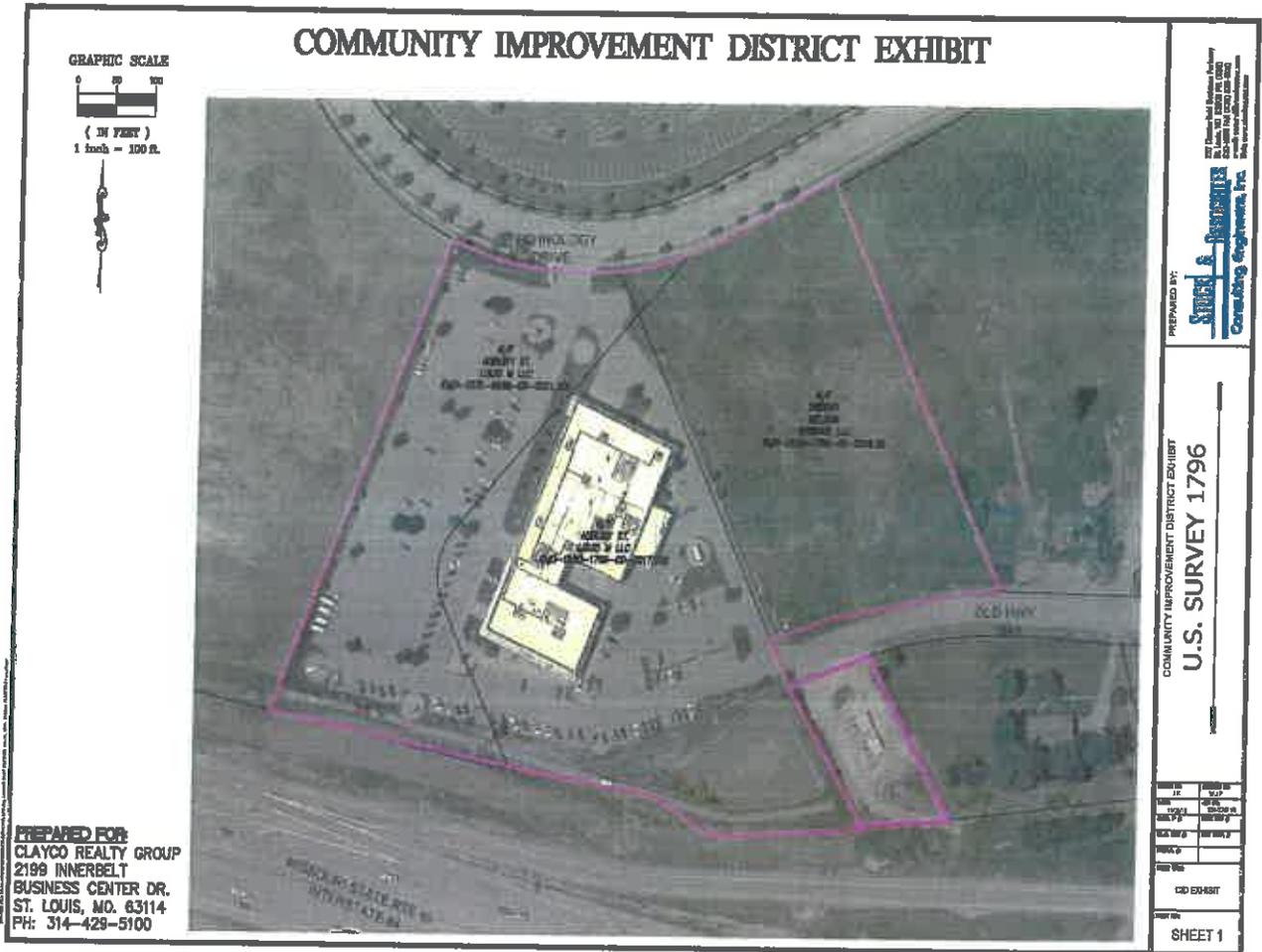
Tracts of land being part of Lot C of Progress Point, a subdivision according to the Plat thereof recorded in Plat Book 38, Pages 310 thru 313, all of a tract of as conveyed to Technology Drive, L.L.C. by instrument recorded in Book 3745, Page 774, all of a tract of land as conveyed to Omar White and Barbara Westerman by instrument recorded in Book 1433, Page 1113, part of Old Highway 94, variable width, part of a larger tract as conveyed to ~~Mountain Farm, L.L.C.~~ by instrument recorded in Book 2393, Page 1456, all of a tract as conveyed to Dean Jackson Real Estate, Inc. by instrument recorded in Book 673, Page 161, all of a tract as conveyed to Chapman Ventures, L.L.C. by instrument recorded in Book 4053, Page 735, and all of a tract as conveyed to Technology Drive, L.L.C. by instrument recorded in Book 4095, Page 116, all of the records of the Recorder of Deeds Office in St. Charles County, Missouri and being located in US Survey 1796 Township 46 North, Range 3 East of the Fifth Principal Meridian, City of O'Fallon, and City of Weldon Spring, St. Charles County, Missouri and being more particularly described as follows;

Beginning at a Southeasterly comer of above said Lot C, said point also being the point of intersection of the Northerly line of Missouri State Highway 40TR, (US Route 40-61), variable width, as established by instrument recorded in Book 2740, Page 1733 of the above said records with the Northwesterly line of Old Highway 94, variable width; thence along last said Northerly line North 78 degrees 57 minutes 41 seconds West 272.35 feet; thence departing last said Northerly line North 23 degrees 03 minutes 31 seconds East 569.90 feet to the a point on the Southerly line of Technology Drive, variable width, said point also being on a non-tangent curve to the left for which the radius point bears North 23 degrees 03 minutes 31 seconds East 430.00 feet; thence along last said Southerly line and last said curve with a chord which bears North 88 degrees 25 minutes 35 seconds East 358.44 feet an arc length of 369.72 feet to a point of tangency; thence continuing along said Southerly line, North 63 degrees 47 minutes 39 seconds East 142.55 feet to a point on the Easterly line the above said Omar White and Barbara Westerman tract; thence along last said Easterly line South 26 degrees 12 minutes 21 seconds East 504.00 feet to a point on the Northerly line of Old Highway 94; thence along said Northerly line the following courses and distances; South 80 degrees 42 minutes 12 seconds West 214.35 feet; South 71 degrees 19 minutes 39 seconds West 85.76 feet; thence departing last said Northerly line South 26 degrees 27 minutes 22 seconds East 61.43 feet; to a point on the Southerly line of Old Highway 94 said point also being the Northeasterly comer above said Dean Jackson tract; thence along the Easterly line of said Dean Jackson tract South 32 degrees 28 minutes 07 seconds East 181.67 feet to the Northerly line of Missouri State Highway 40TR; thence along said Northerly line the following courses and distances; South 86 degrees 56 minutes 21 seconds West 179.24 feet to a point being 186.26 feet Northerly perpendicular distance from centerline station 536+ 32.05 of above said Missouri State Highway 40TR; North 80 degrees 17 minutes 07 seconds West 24.55 feet to a point being 178.79 feet Northerly perpendicular distance from centerline station 536+06.48 of above said Missouri State Highway

40TR; North 58 degrees 46 minutes 53 seconds West 75.15 feet to a point being 202.00 feet Northerly perpendicular distance from above said centerline station 535+35 of above said Missouri State Highway 40TR; North 80 degrees 20 minutes 37 seconds West 118.48 feet to the point of intersection of the Southerly line of above said Old Highway 94; North 80 degrees 20 minutes 37 seconds West 75.54 feet to a point being 190.00 feet radial distance Northerly from above said centerline station 534+00 of above said Missouri State Highway 40TR; North 79 degrees 19 minutes 47 seconds West 38.73 feet to the Point of Beginning and containing 412,796 square feet or 9.477 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on May 20, 2005.

In addition, that property described as vested in fee ownership to Ameren UE Company, successor in interest to Missouri Edison Company, evidenced by the conveyance identified in Book 433 at Page 237 of the Recorder of Deeds of St. Charles County.

EXHIBIT "B"
DISTRICT BOUNDARY MAP



BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN ST.
CHARLES COUNTY, MISSOURI, AND THE CITY OF WELDON SPRING,
MISSOURI, FOR THE USE OF ST. CHARLES COUNTY TRANSPORTATION
SALE TAX FUNDS FOR CONCRETE SLAB REPLACEMENT
& ASPHALT STREETS RECONSTRUCTION**

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

SECTION 1: The voters of St. Charles County approved the Road & Bridge Tax, which authorizes public road improvements.

SECTION 2: An intergovernmental agreement between St. Charles County and City of Weldon Spring for the use of St. Charles County Transportation Sale Tax funds in the amount not to exceed \$171,196 is approved. The agreement shall be the same in form and content as attached hereto and identified as "**Exhibit A.**" The Mayor is authorized to execute the Agreement and perform all acts necessary to carry out the intent of this ordinance.

SECTION 3: That this ordinance shall be in full force and effect from and after the date of 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 | --- | --- | --- |
| Lickliger | --- | --- | --- |

Absent: _____

Exhibit A

**AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY, MISSOURI
AND CITY OF WELDON SPRING, MISSOURI FOR USE OF
ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
CONCRETE SLAB REPLACEMENT AND ASPHALT STREET RECONSTRUCTION**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and the City of Weldon Spring, Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Concrete Slab Replacement and Asphalt Street Reconstruction (the “Project”) for acceptable road condition ratings, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance 22-040 , attached hereto as Attachment B and made part of this Agreement, to execute this Agreement with the Municipality for the use of St. Charles County Transportation Sales Tax funds, in fiscal years 2022 and 2023 subject to appropriation as described in Section Seven of this Agreement, for the Project in an amount not to exceed **One Hundred Seventy One Thousand One Hundred Ninety Six Dollars and Zero Cents (\$171,196.00).**

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project to include road improvements meeting the following criteria:
1. Concrete slab replacement and base repair on a road with a PCI of 75 or less (can be partial slabs, not patching with asphalt or corner repairs) or
 2. Asphalt street reconstruction including patching, base repair, overlay, curb and gutters, and other incidental items on a road with a PCI of 40 or less.

The Municipality has programmed **Three Hundred Forty Four Thousand Five Hundred Eight Four dollars and Zero cents (\$344,587.00)** in its 2022-2023 Budget for the Project (hereinafter “2022 Program Amount”). The County hereby agrees to match the Municipality’s 2022 Program Amount and reimburse the Municipality for 100% of actual costs the Municipality incurs and expends on the Project in addition to the 2022 Program Amount, up to an amount equal to the 2022 Program Amount, and for 50% of the actual costs above the County’s 100% match, up to a maximum equal to the County Contribution Amount. County’s reimbursement pursuant to this Agreement shall be made for work performed in County Fiscal years 2022 and 2023 only. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above unless the parties amend this intergovernmental agreement for additional work. In no event shall the County’s reimbursement to the Municipality pursuant to this Agreement exceed the maximum amount equal to the County Contribution Amount. Should the Municipality’s reimbursable additional work performed pursuant to this Agreement be less than the County Contribution Amount, any remaining funds shall be withdrawn by the County from availability under this Agreement and shall be deposited back into the St. Charles County Transportation Sales Tax funds to be administered by the

Exhibit A

County's Road Board.

SECTION THREE **STAFF TIME**

Staff time incurred by the Municipality for administrative and clerical tasks related to the Project is not reimbursable from the County and shall not be considered as part of any required Municipality match. In the event questions arise related to eligibility for reimbursement of costs incurred, the County's Road and Traffic Manager shall be the authority making the determination and his/her decision shall be binding.

SECTION FOUR **TRANSPORTATION SALES TAX SIGN**

The Municipality agrees that a sign of the size, lettering, and colors as depicted in **Attachment A** to this Agreement shall be furnished and erected at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed after final construction contract completion.

SECTION FIVE **TERM**

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's 2023 fiscal year. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

SECTION SIX **TERMINATION**

A. Termination for Breach:

1. ***Events of Breach:*** In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement.
 - b. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
 - c. County's failure to provide matching funds in a timely manner.
2. ***Remedies for Breach:*** In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which

Exhibit A

shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

- B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Ten of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.
- C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION SEVEN **PROJECT SCHEDULE**

Timely completion is an essential element of this contract. The Project must be completed by December 31, 2023.

SECTION EIGHT **COST OVERRUNS**

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION NINE **REMUNERATION**

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the County's Manager of Roads and Traffic for review and approval. Each reimbursement request shall include a cover letter, reimbursement summary, and proof of payment. The municipality must demonstrate that it has completed all work on the Project in an amount equal to the 2022 Program Amount and paid for said work with its own funds in fiscal years 2022 and 2023, and that the work performed for which the reimbursement is requested was additional work in excess of the 2022 Program Amount. Payments shall not exceed actual expenses incurred by Municipality or that approved by the county's Manager of Roads and Traffic.

Exhibit A

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **February 15th of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered and deliverables performed and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION TEN **NOTICE**

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Roads and Traffic Manager. Notice to the Municipality shall be sent to **Michael Padella, City Administrator**, at the address of **5401 Independence Rd., Weldon Spring, MO 63304**.

SECTION ELEVEN **SUPERVISION AND THE RELATIONSHIP OF THE PARTIES**

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Development and Road Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

SECTION TWELVE **INDEMNIFICATION**

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

Exhibit A

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION THIRTEEN **AUDIT**

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

SECTION FOURTEEN **ATTACHMENTS**

The following are Attachments to this Agreement are incorporated herein by this reference.

1. Attachment "A": Transportation Sales Sign of the size, lettering, and colors as depicted thereon
2. Attachment "B": County's Ordinance No. 22-040.

[Remainder of page left blank intentionally. Signature page follows.]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2023

Executed by the Municipality this _____ day of _____, 2023

MUNICIPALITY: CITY OF WELDON SPRING ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF 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.

SIGNED: _____
Tracy Bayne, Acting Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax
and American Rescue Plan Act



*For more information, please visit
www.sccmo.org*

Sign Size: Width = 48" Length = 36" Lettering: Upper = 4" Lower = 2.5" White Lettering on Blue Background

**AN ORDINANCE AMENDING SECTION 110.170 OF THE
MUNICIPAL CODE OF THE CITY OF WELDON SPRING, MISSOURI,
RELATING TO REGULAR MEETINGS – TIME & PLACE**

WHEREAS, City’s records have shown that the City of Weldon Spring has previously passed two ordinances, with the passage of Ordinance 3 and Ordinance 96-55 that scheduled time and place of regular meetings for the Board to conduct City business; and

WHEREAS, the Board of Aldermen wishes to adjust their regularly scheduled meetings to the same day of week, which would make the meeting schedule more consistent and give adequate time between each regularly scheduled meeting.

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

SECTION 1: That Section 110.170 of the Municipal Code of the City of Weldon Spring, Missouri (“Code”) shall be amended to read as follows:

Section 110.170 Regular Meetings — Time and Place

The regular meeting of the Board of Aldermen of the City of Weldon Spring shall be held on the second ~~Tuesday~~ and ~~the~~ fourth Thursday of each month at 7:30 P.M. at the City Hall; except in November and December there shall be only one (1) meeting per month occurring at the above time on the second ~~Tuesday~~ **Thursday** of the month. If said meeting date ~~shall~~ falls on a legal holiday, then the meeting ~~shall~~ **may** be held on the same day one (1) week later immediately following at the same time and place.

SECTION 2: That this ordinance shall be in full force and effect beginning on April 1, 2023.

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

Donald D. Lickliger, 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 | — | — | — |
| Lickliden | — | — | — |

Absent: _____

**A RESOLUTION ADOPTING A PROCEDURE REGARDING NOTIFYING
ELECTED OFFICIALS OF AGENDA ITEMS AND RELATED
INFORMATION FOR REGULAR SCHEDULED BOARD MEETINGS**

WHEREAS, The Board of Aldermen members of the City of Weldon Spring, Missouri, are elected by their constituents every two (2) years to represent them and make informed decisions that they believe are in the best interest of the residents of the City of Weldon Spring; and

WHEREAS, The City's elected officials want to implement a clear procedure that allows for adequate time to be informed on upcoming regular Board Meeting agendas, content, and related city business items.

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

SECTION 1: The City Clerk or their designee should provide a tentative agenda electronically to the Mayor and Board members at least eight (8) calendar days prior to the regular Board Meeting.

SECTION 2: The "Board Packet" for regular Board Meeting agenda items such as minutes, the Treasurers' Report, draft of the City's newsletter, and most supporting materials for agenda items, should be provided to the Mayor & Board members at least six (6) calendar days in advance of a regular Board Meeting.

SECTION 3: An informal Work Session may be scheduled prior to the regular Board Meeting to review agenda items and/or discuss other items if deemed necessary by the Mayor and/or at least two Aldermen.

SECTION 4: After posting the agenda and prior to the meeting, any requested additions, or changes to the agenda are approved by the Mayor; however, the Board may vote to amend the agenda at the aldermanic meeting if is determined to be warranted and for good cause.

Read and adopted this _____ day of _____, 2023.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk