



**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON TUESDAY, DECEMBER 8, 2020, AT 7:30 P.M.
WELDON SPRING CITY HALL
5401 INDEPENDENCE ROAD
WELDON SPRING, MISSOURI 63304**

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

As a precautionary measure to help prevent the exposure and the spread of the Coronavirus (COVID-19) pandemic, A NOTICE IS HEREBY GIVEN that the Regular Board of Aldermen Meeting will only be conducted virtual meeting 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/88903457286?pwd=SzJObWE1L3BnUVZ1ZEdLc1lZZDBNZz09>

Meeting ID: 889 0345 7286

Password: BOA201208

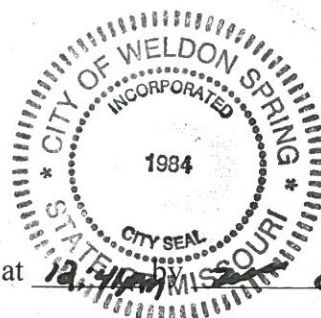
Or by telephone dial: 1-312-626-6799

Meeting ID: 889 0345 7286

Password: 872823666

Instructions for providing public comments: Persons interested in making their views known on any matter should send an email with their comments to the City Clerk at bhanks@weldonspring.org no later than 7 p.m. on the day of the meeting. All comments received will be entered into the meeting minutes for public record and must include the person name and address. All comments will also be distributed to the entire Board at or before the meeting. Thank you for your understanding and patience as we all try to get through these unprecedented times.

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This notice was posted at 5401 Independence Road on 12/4/20 at 12:41pm by [Signature]

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This notice was posted at 5401 Independence Road on _____ at _____ by _____.

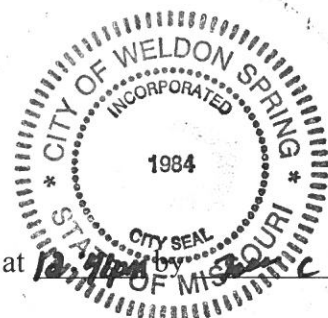
****AGENDA****

1. **CALL TO ORDER**
2. **ROLL CALL and DETERMINATION OF A QUORUM**
3. **CITIZENS COMMENTS**
4. **APPROVAL OF MINUTES**
 - A. November 10, 2020 – Regular Board Meeting Minutes
5. **CITY TREASURER**
 - A. Paid Bills (11-3-20 – 12-2-20)
6. **UNFINISHED BUSINESS**
 - A. Bill #1158 - An Ordinance Authorizing an Agreement with the Missouri Office of State Court Administrator (OSCA) for Implementation of the Show-Me Courts (SMC) Automation Surcharge of Seven Dollars (\$7.00) on Municipal Cases in Order to Assist Payment Thereof and Amending the Municipal Code Relating Thereto – *****TABLED*****
 - B. Bill #1159 - An Ordinance Adopting and Enacting a New Code of Ordinances of the City of Weldon Spring, County of St. Charles, State of Missouri; Establishing the Same; Providing for the Repeal of Certain Ordinances not Included Therein, Except as Herein Expressly Provided; Providing for the Manner of Amending such Code of Ordinances; Providing Penalty for the Violation Thereof; and Providing when this Ordinance Shall Become Effective – **Alderman Yeager**
 - C. Bill #1160 - An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute an Agreement with St. Charles County for Certain Law Enforcement Services, Including Patrol Services & Enforcement of Certain Municipal Ordinances Related to Police Services & Matters Relating Thereto – **Alderman Martiszus**
7. **NEW BUSINESS**
 - A. 5 Upper Whitmoor Escrow Release (**Motion Needed**)
8. **REPORTS & COMMITTEES**
 - A. City Administrator
 - B. Parks & Recreation Advisory Committee
9. **RECEIPTS & COMMUNICATIONS**
10. **ADJOURNMENT**

Copies of all ordinances proposed to be introduced for consideration by the Board of Alderpersons meeting 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.

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This notice was posted at 5401 Independence Road on 12/4/20 at 12:41pm by C. Martiszus



CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
NOVEMBER 10, 2020

NOTE: Due to the health crisis of the COVID-19 pandemic, this Board Meeting was a videoconference meeting through a Zoom session.

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, November 10, 2020 at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor 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 Yeager
Ward 2:	Alderman Schwaab	Alderman Kolb
Ward 3:	Alderman Martiszus	Alderman Baker

Alderman Clutter was absent from the meeting. A quorum was declared.

PUBLIC COMMENTS: There were no public comments at this time.

MINUTES: October 22, 2020, Board Minutes - Alderman Schwaab moved to approve the minutes from the October 22, 2020, regular meeting as written, seconded by Alderman Martiszus. **Motion carried** with 5 ayes.

TREASURER'S REPORT: Alderman Schwaab made a motion to accept the Treasurer's packet of paid bills October 16, 2020, to November 2, 2020, and unpaid bills from bills October 23, 2020, to November 10, 2020. The motion was seconded by Alderman Baker. The **motion carried** with 5 ayes.

OLD BUSINESS:

Troop 353 Christmas Tree Lot: A representative from Boy Scout Troop #353 addressed the Board regarding a request from Boy Scout Troop #353 to operate Christmas tree sales at the vacant lot adjacent to the Dairy Queen located at Independence Road.

Alderman Baker 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 Kolb. **Motion carried** with 5 ayes.

ARC Appeal – 4834 Sammelman Road: Larry Halbrook, Chairman of the ARC Committee, stated that ARC denied the applicant request because the house plans did not meet the City Ordinances regarding to the front façade and the roofs of the design standards. Since then, the applicant has submitted amended plans to include more brick on the front façade, but the only issue is the metal awnings over 2 windows and the front door. A brief discussion took place.

Alderman Baker moved to grant the appeal for 4834 Sammelman Road, seconded by Alderman Yeager. The **motion carried** with 5 ayes.

An Ordinance Authorizing an Agreement with the Missouri Office of State Court Administrator (OSCA) for Implementation of the Show-Me Courts (SMC) Automation Surcharge of Seven Dollars (\$7.00) on Municipal Cases in Order to Assist Payment Thereof and Amending the Municipal Code Relating Thereto: Alderman Schwaab moved to introduce Bill # 1158 for its first reading by title only. Alderman Baker seconded the motion and the **motion carried**.

Bill # 1158 was tabled in accordance with City Code.

An Ordinance Adopting and Enacting a New Code of Ordinances of the City of Weldon Spring, County of St. Charles, State of Missouri; Establishing the Same; Providing for the Repeal of Certain Ordinances not Included Therein, Except as Herein Expressly Provided; Providing for the Manner of Amending such Code of Ordinances; Providing Penalty for the Violation Thereof; and Providing when this Ordinance Shall Become Effective: Alderman Yeager moved to introduce Bill # 1159 for its first reading by title only. Alderman Schwaab seconded the motion and the **motion carried**.

Bill # 1159 was tabled in accordance with City Code.

An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute an Agreement with St. Charles County for Certain Law Enforcement Services, Including Patrol Services & Enforcement of Certain Municipal Ordinances Related to Police Services & Matters Relating Thereto: Alderman Martiszus moved to introduce Bill # 1160 for its first reading by title only. Alderman Kolb seconded the motion and the **motion carried**.

Bill # 1160 was tabled in accordance with City Code.

Fall/Winter Newsletter Draft: Alderman Martiszus made a motion to approve the Winter 2020 Newsletter as submitted, seconded by Alderman Schwaab. **Motion carried** with 5 ayes.

REPORTS AND COMMITTEES:

City Administrator Report: Mr. Padella (City Administrator) summarize his report. There was a lengthy discussion about the indoor air quality assessment quotes within his report.

Alderman Baker made a motion to approve the quote from Trane in the amount of \$19,372.00 for improvements to the existing HVAC systems at City Hall, seconded by Alderman Yeager. **Motion carried** with 5 ayes.

City Attorney Report: Mr. Wohler (City Attorney) told the Board that he recently sat in on a meeting with various property owners by O'Fallon Road and other staff members to address storm water issues in the area. He stated the meeting was a positive step in correcting the issue.

PRAC Committee: Nick Baldecchi, the Chairman for the Parks & Recreation Advisory Committee, stated that the Committee recommended that the City research the possibility of setting up s 501(B) status to have tax breaks for donations. Mr. Padella added that the City would work with the City Attorney on this issue.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:17 PM, seconded by Alderman Martiszus. **Motion carried** with 5 ayes.

Respectfully submitted,

William C. Hanks, City Clerk

**PAID BILLS TO BE APPROVED
NOVEMBER 3, 2020 -- DECEMBER 2, 2020**

**CHECKS DATED: SEPTEMBER 30, 2020 TO DECEMBER 2, 2020
INCLUDES LATE ARRIVALS FOR FY 2020**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
8th DAY OF DECEMBER, 2020 _____, MAYOR

9/30/2020 - 12/02/2020

CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
ABCREATIVE	PLAYGROUND UPGRADE CONTRACT	\$ 3,123.58	9125	11/6/2020
ANTHEM LIFE	LIFE INSURANCE	\$ 179.72	11290770	11/13/2020
AZAR PRINTING INC	POSTAGE - NEWSLETTER	\$ 504.55	9144	12/2/2020
AZAR PRINTING INC	PRINTING/MAILING NEWSLETTER	\$ 593.86	9149	12/2/2020
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	\$ 240.00	11290771	11/13/2020
CLAUDE C KNIGHT	MUNI COURT JUDGE	\$ 300.00	9124	11/6/2020
COLONIAL LIFE	EMPLOYEE PREMIUMS	\$ 273.72	16331	12/2/2020
COSMIC CONCEPTS, LTD	OVERPYMT BUSINESS LICENSE	\$ 10.00	16327	11/24/2020
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	\$ 122.98	11290763	11/6/2020
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	\$ 167.62	11290764	11/6/2020
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	\$ 21.00	11290765	11/6/2020
DELTA DENTAL OF MISSOURI	DENTAL INSURANCE	\$ 298.12	9143	12/2/2020
DON LICKLIDER	MILEAGE REIMB	\$ 46.00	16321	11/3/2020
DUCKETT CREEK SANITARY DISTRICT	QTR SEWER FEE	\$ 65.25	11290772	11/13/2020
GRAPHIC ENTERPRISES, INC	TONER CARTRIDGE COURT	\$ 105.98	9128	11/6/2020
GILMORE & BELL	BOND ADMIN FEES	\$ 19.00	9129	11/6/2020
GUILD MORTGAGE	OVERPYMT BUSINESS LICENSE	\$ 10.00	16328	11/24/2020
GWOKS	PRODUCT SUPPORT AGREEMENT	\$ 4,233.46	9130	11/6/2020
HAROLD BELZER	OUTSIDE ENGINEER	\$ 300.00	9126	11/6/2020
LASHLY & BAER, P.C.	MUNI PROSECUTING ATTY	\$ 800.00	9127	11/6/2020
MACA	MEMBERSHIP DUES 2021	\$ 120.00	9136	11/13/2020
MISSOURI DEPT OF REVENUE	CRIME VICTIM	\$ 163.99	16324	11/17/2020
MISSOURI LAWYERS MEDIA	PUBLIC NOTICES/YE FINANCIAL	\$ 234.50	9131	11/6/2020
MISSOURI LAWYERS MEDIA	PUBLIC NOTICES	\$ 74.80	9139	11/24/2020
MO DEPT OF PUBLIC SAFETY	P.O.S.T.	\$ 22.00	16325	11/17/2020
MOGFOA	WEBINAR-STEIGER/PADELLA	\$ 100.00	9134	11/9/2020
MOGFOA	FINANCE ORG. MEMBERSHIP DUES	\$ 50.00	11290769	11/9/2020
MSLACA	MSLACA MEMBERSHIP DUES 2021	\$ 70.00	9137	11/13/2020
MUNIWEB	WEBSITE REDESIGN	\$ 3,640.00	11290783	11/17/2020
PURITAN SPRING WATER	BOTTLE WATER	\$ 19.37	11290784	12/2/2020
REPUBLIC SERVICES	TRASH SERVICE	\$ 97.12	9122	11/7/2020
REPUBLIC SERVICES	TRASH SERVICE	\$ 96.40	9145	12/2/2020

ROBERT WOHLER	LEGAL FEES	\$	525.00	9146	12/2/2020
ROLLINS ORKIN #870	OVERPYMT BUSINESS LICENSE	\$	5.00	16329	11/24/2020
SAFEGUARD BUSINESS SYSTEMS	DEPOSIT TICKETS FOR MAIN ACCT	\$	82.87	9132	11/6/2020
SHERIFF'S RETIREMENT SYSTEM	COURT FEES	\$	66.00	16326	11/17/2020
ST CHARLES COUNTY EDC	ANNUAL CONTRACT FOR SERV 2020	\$	3,250.00	16322	9/30/2020
ST CHARLES ENGINEERING	90 DEGREE CURVE IMPROVEMENT	\$	2,175.00	9138	11/13/2020
ST CHARLES ENGINEERING	CITY ENGINEERING	\$	550.00	9135	11/13/2020
SUE STEIGER	EXPENSE REIMB	\$	39.30	9142	11/24/2020
SURECUT SOLUTIONS	ROW MOWING	\$	1,890.00	9141	11/24/2020
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	\$	2,937.47	9140	11/24/2020
VERIZON WIRELESS	MONTHLY CELL	\$	196.96	11290785	12/2/2020
VERIZON WIRELESS	CELL PHONE PARKS DEPT	\$	5.89	11290786	12/2/2020
VERN HACKETT	OVERPYMT BUSINESS LICENSE	\$	5.00	16330	11/24/2020
WEX BANK	FLEET GAS CARD	\$	100.57	9147	12/2/2020
WEX BANK	FLEET GAS CARD	\$	34.33	9148	12/2/2020
WHEELHOUSE SOLUTIONS	MANAGED/IT SVC	\$	735.34	9133	11/6/2020
Accounts Payable Total		\$	28,701.75		

BILL NO. 1159

ORDINANCE NO.

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES
OF THE CITY OF WELDON SPRING, COUNTY OF ST. CHARLES, STATE
OF MISSOURI; ESTABLISHING THE SAME; PROVIDING FOR THE
REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN,
EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE
MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY
FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS
ORDINANCE SHALL BECOME EFFECTIVE

Be it ordained by the Board of Aldermen of the City of Weldon Spring, County of
St. Charles, State of Missouri, as follows:

SECTION 1: Approval, Adoption and Enactment of Code.

Pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the "Code of Ordinances of the City of Weldon Spring, County of St. Charles, State of Missouri," is hereby adopted and enacted as the "Code of Ordinances of the City of Weldon Spring"; which shall supersede all other general and permanent ordinances of the City passed on or before June 25, 2020, to the extent provided in Section 3 hereof.

SECTION 2: When Code Provisions Effective.

All provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

**SECTION 3: Section 3. Repeal of Legislation Not Contained in Code;
Legislation Saved From Repeal; Matters Not Affected By Repeal.**

A. All ordinances of a general and permanent nature of the City adopted on final passage on or before June 25, 2020,, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

1. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any

- C. The repeal provided for in this Section shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.

SECTION 4: Amendments To Code.

Any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Weldon Spring" shall be understood and intended to include such additions and amendments.

SECTION 5: Violations and Penalties.

- A. Except as hereinafter provided, whenever in any rule, regulation or order promulgated pursuant to such ordinances of the City, any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such City ordinance, rule, regulation or order doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such ordinance of the City, or of any rule, regulation or order promulgated pursuant to such City ordinance, shall be punished by a fine of not less than five dollars (\$5.00) and not more than five hundred dollars (\$500.00) or by imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment.
- B. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State limits the authority of the City to punish the violation of any particular provision of these ordinances or rules, regulations or orders promulgated pursuant thereto to a fine of less amount than that provided in this Section or imprisonment for a shorter term than that provided in this Section, the violation of such particular provision of these ordinances or rules, regulations or orders shall be punished by the imposition of not more than the maximum fine or imprisonment so authorized, or by both such fine and imprisonment.
- C. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State establishes a penalty differing from that provided by this Section for an offense similar to any offense established by these ordinances, rules, regulations or other orders of the City, the violation of such City law, ordinance, rule, regulation or order shall be punished by the fine or imprisonment established for such similar offense by such State law.
- D. Each day any violation of these ordinances, rules, regulations or orders promulgated pursuant thereto shall continue shall constitute a separate offense, unless otherwise provided.

- E. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

SECTION 6: Section 6. Applicability of General Penalty.

In case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

SECTION 7: Filing of Copy of Code; Codes To Be Kept Up-To-Date.

A copy of such Code shall be kept on file in the office of the City Clerk, preserved in loose-leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

SECTION 8: Altering or Tampering With Code; Violations and Penalties.

It shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Weldon Spring to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

SECTION 9: Severability.

It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the

remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or the Code hereby adopted.

SECTION 10: Effective Date.

This ordinance and the Code adopted hereby shall become effective _____.
20____.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 2020.*

Donald D. Lickliden, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill

Motioned: _____

Seconded: _____

Aye Nay Abstention

Baker	_____	_____	_____
Clutter	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Schwaab	_____	_____	_____
Yeager	_____	_____	_____
Licklider	_____	_____	_____

Absent: _____

City of Weldon Spring
2019 Statutory Updates Incorporated During Supplement #2

The following Sections of the Code have been updated with the 2019 statutory material. All revised Sections will be in effect following the City's adoption of the Code.

Section/Subsection of the Code	Description of the Revision Based on State Law Change	Pursuant to RSMo. Section
125.060	The following sentence has been added to Subsection (C) of this Section: "A Court that serves more than one (1) municipality shall be treated as a single municipality for the purposes of this Subsection."	479.020
210.1360	The following sentence has been added to Subsection (B) of this Section: "In such cases where the defendant was under the age of eighteen (18), the defendant shall be classified as a victim of abuse, as defined under Section 210.110, RSMo., and such abuse shall be reported, as required under Section 210.115, RSMo."	567.020
Chapter 210, Article XI	A footnote has been added to this Article as follows: "Editor's Note: Article XIV, Medical Marijuana, of the Missouri Constitution may provide exceptions to some of the provisions in this Article."	Missouri Constitution Article XIV
Chapter 210, Article XIII	A footnote has been added to this Article as follows: " Editor's Note: The Federal Further Consolidated Appropriations Act, 2020, PL 116-94, adopted 12-20-2019, raises the minimum age to buy tobacco products from 18 to 21."	PL 116-94
600.170	Subsection (C) has been amended to now be Subsections (D) & (D) with the following wording being added as a part of this new material, "Unload delivery vehicles and transfer intoxicating liquor into retail licensed premises if such persons are supervised by a delivery vehicle driver who is twenty-one (21) years of age or older." Subsection (D) has been renumbered as Subsection (E).	311.300

BILL NO. 1160

ORDINANCE NO.

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

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

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

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

SECTION 3: 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 _____, 2020.**

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill

Motioned: _____

Seconded: _____

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

Absent: _____

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

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

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

Section I: Definitions

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

- A. CITY CODE: Most recently published Code of the City of Weldon Spring, as amended from time to time.
- B. CITY HALL: Shall mean the building designated as the City Hall of the City of Weldon Spring, Missouri located at 5401 Independence Rd., Weldon Spring, Missouri 63304.
- C. CONTRACT YEAR: Shall mean either, Year One (2021), Year Two (2022) or Year Three (2023) of the Agreement as those terms are defined in this Section.
- D. DEPARTMENT: Shall mean the St. Charles County Police Department, which is responsible for the provision of services under this contract to the Municipality.

- E. MERIT SYSTEM: The system established in Chapter 115 of the Ordinances of St. Charles County, Missouri pursuant to the authority of Article VII of the Charter of the County of St. Charles, Missouri.
- F. SUPPORT SERVICES: Shall mean law enforcement detectives, forensic science and laboratory services, dispatching services and special operations services, such as canine, bomb disposal and tactical response team (SWAT) services, as well as administrative services such as vehicle maintenance and repair.
- G. YEAR ONE: Shall mean the term of January 1, 2021 to December 31, 2021.
- H. YEAR TWO: Shall mean the term of January 1, 2022 to December 31, 2022.
- I. YEAR THREE: Shall mean the term of January 1, 2023 to December 31, 2023.

Section II

County and Municipality have agreed that County will provide Police Officers during certain mutually agreed upon times to act in the role of Municipality's law enforcement presence within the Municipality's corporate limits, with the understanding that the Officers are subject to the chain of command and institutional policies of St. Charles County and its Police Department. This Agreement thus provides for the presence in the Municipality of certain Police Department personnel. While the Agreement currently contemplates that Municipality and County have agreed upon Police Officers, to be present within the municipality or engaged in law enforcement work on behalf of the municipality ten (10) hours daily, Municipality has provided County with notice that as Municipal resources increase, Municipality may wish to increase the Police Department personnel on duty within Municipality, either in numbers or by increasing the times when Police Department personnel are present in Municipality in the manner provided in Section V subsection D of the Agreement.

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

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

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

Section III: General Terms

A. Obligations of the County:

The County agrees to perform the following services and acts:

1. The St. Charles County Police Department will provide municipal law enforcement patrol and crime response services to Municipality for seventy (70) hours per week (usually ten (10) hours per day).
2. Patrol Services shall be in a St. Charles County patrol vehicle with Police Department markings, carrying the designation "City of Weldon Spring" on the driver and passenger front quarter panel of the vehicle, if the Municipality so requests.
3. Patrol and response services shall be delivered in the first instance by Police Officers assigned ten (10) hours each day, seven days a week, such time is projected to be split across the day (7 a.m. to 3 p.m.) and evening (3 p.m. to 11 p.m.) shift of each day, seven days per week but always as determined by the County Police Department after consultation from Municipality and subject to any increase in Police Department personnel on duty within the Municipality, either in numbers or by increasing the times when Police Department personnel are present in the Municipality in the manner provided in Section V. subsection D of this Agreement.

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

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

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

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

7. Police Officers will write violations of the law making reference to violations of existing Ordinances of the City of Weldon Spring, and if no such ordinance or State law exists, then to County ordinance, where applicable. At no time will Police Officers enforce private subdivision covenants. County shall provide a protocols manual for Municipality, and likewise Municipality shall be responsible for providing to County copies of Municipal Ordinance books and sufficient Summons books throughout the year for the assigned Police Officers, and such additional Police

Officers who will provide coverage on the assigned officers' training days and days off. Police Officers shall be available to testify as necessary in Weldon Spring Municipal court.

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

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

10. The Police Department shall provide all necessary training to such Police Officers and other officers, including hand-gun and rifle practice and qualification days, Peace Officer Standards and Training continuing educations hours required for a law enforcement officer to maintain his/her license and/or certifications required by law, and twelve (12) weeks of field training if necessary.

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

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

B. Obligations of the Municipality:

The Municipality shall:

1. Agree that the Mayor of Municipality or his/her designee shall be available to meet at least quarterly with the Chief of Police or his designee, or as needed.
2. Agree that the Police Department shall have the right and duty of the day-to-day operation of law enforcement patrol and response and Municipality shall have no right to direct law enforcement operations.
3. Agree that the City Administrator of the Municipality, or the Mayor in his absence, shall direct any concerns or requests to the Chief of Police or his designee and shall not provide

instruction or orders to Police Department staff or Police Officers directly. The Chief of Police's designee is the Shift Supervisor unless written notice is provided otherwise by the Chief of Police to the Municipality.

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

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

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

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

Section IV: Limitations

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

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

Section V: Term of the Contract and Fees

A. County and Municipality enter into this Agreement for a term covering the period of January 1, 2021 through December 31, 2023. County will begin services only upon payment of the amount for 2021.

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

C. Municipality agrees to pay \$210,546.00 per annum for continuous law enforcement services for ten (10) hours of patrol per day, seven days per week for Year One of the Agreement, such services requiring two (2) Police Officers and the acquisition of capital equipment, all as more fully set out in **EXHIBIT 1**. The Municipality agrees to pay the actual cost of law enforcement services for ten (10) hours of patrol per day, seven days per week for Year Two and Year Three, estimated to be \$213,031.00 per annum for Year Two and \$227,386.00 for Year Three of the Agreement; however County and Municipality agree that this number is an estimate and

Municipality will pay no more nor less than the County's actual cost. The County agrees that it will bill the annual payment by December 1 of the year preceding each contract year and that the Municipality shall pay the amount due by December 31st of the year preceding each contract year.

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

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

Section VI: Termination

A. This Agreement shall be in effect for a term covering the period of January 1, 2021 through December 31, 2023, unless terminated in accordance with the terms hereof. Both Municipality and County enter into the Agreement with the expectation that the Agreement will be renewed after this third three (3) year term, however nothing in this Agreement binds the parties to a longer term.

B. This Agreement may be terminated without cause by County or Municipality at any time by giving ninety (90) days prior written notice to the other party at the address shown on the

signature page in Section VII, subject however, to the liquidated damages set forth in Section V.B. In the event that County cancels the Agreement, no liquidated damages shall be assessed against the Municipality, and the County will refund any unused portion of that year's contract amount back to the Municipality on a pro-rated basis to the nearest full-month.

C. In the event Municipality fails to pay the annual fee within sixty (60) days of the date of billing, Municipality shall be considered in breach and the County may terminate this Agreement for cause on ten (10) days' written notice and make demand for its liquidated damages.

D. Notwithstanding any other provision of the Agreement to the contrary, if County provides notice to Municipality that the cost of the Agreement for Year Two or Year Three are to exceed the estimated costs as provided in Section V, subsection C, of the Agreement by more or equal to three percent (3%) of the estimated cost for that respective Contract Year, Municipality may terminate the Agreement within sixty (60) days of receipt of said notice but not later than December 15th of the calendar year next preceding the Contract Year to which the notice applies, whichever is later. County shall provide the notice of costs by November 1 of the preceding year. Should Municipality elect to terminate the Agreement pursuant to this Section within the time provided, then no amount shall be due and owing to the County, including but not necessarily limited to any amounts or liquidated damages that would have otherwise been owed to the County pursuant to Section V, subsection B.

Section VII: Notices

Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by delivering same to the party to receive notice either by one or more of the following methods: hand delivery, e-mail or facsimile transmission, or certified or registered United States

mail, return receipt requested. All notices shall be delivered, transmitted by e-mail or fax or mailed pursuant to the following instructions:

If to County:

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

with copies to:

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

and

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

If to Municipality:

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

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

ADDENDUM TO POLICE SERVICES CONTRACT

Microwave Path Protection. The parties to this Agreement as well as all Participating Jurisdictions in a certain Intergovernmental Agreement for the Construction, Operation, Ownership and Maintenance of the St. Charles County Digital P25 Land Mobile Radio Microwave System for Public Safety and Emergency Communications executed in or after October 2013 (“Radio Microwave Agreement”) have a common interest in protecting that Radio Microwave System’s microwave transmission paths from interference. To that end, each party to this Agreement shall:

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

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

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

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

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

[Remainder of page left intentionally blank]

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

CITY OF WELDON SPRING, MISSOURI

ST. CHARLES COUNTY, MISSOURI

Mayor

Steve Ehlmann, County Executive

Date

Date

ATTEST:

RECOMMENDED BY:

City Clerk

Kurt Frisz, Chief of Police

Date

ATTEST:

Brenda Hinton, County Registrar

Release of Escrow

To: Sue Steiger – City Treasurer

CC: Steve Lauer – Zoning Commissioner

CC: Michael Padella – City Administrator

CC: Bill Hanks – City Clerk

Re: Land Use Permits A-18-017

Please release \$5,000 of the funds being held in escrow for the house construction at 5 Upper Whitmoor Dr. (receipt #658), control numbers 18-0018. Construction has been completed and all City codes have been observed and re-inspected 12/03/2020.

The \$5,000 total escrow for the house should be released to: Patrick and Sue O'Brien

Mark Rockamann
Code Enforcement Officer
Weldon Spring, MO