

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, JULY 13 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 – 7/13/23 at 7:30 PM******

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. CITIZENS COMMENTS**
- 5. APPROVAL OF MINUTES**
 - A. June 22, 2023 – Board Work Session Minutes
 - B. June 22, 2023 – Regular Board Meeting Minutes
- 6. CITY TREASURER’S PACKET:**
 - A. Paid Bills (June 16, 2023 – July 6, 2023)
 - B. Credit Card Bill (May 2023)
- 7. UNFINISHED BUSINESS**
 - A. Bill #1201 - An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to execute an Agreement with St. Charles, Missouri, License Plate Reader and Pan Tilt Zoom Camera Systems, and Matters Relating Thereto – **Alderman Clutter**
 - B. Master Facilities License Agreement with Ameren for Safety Camera Devices– **City Administrator**
- 8. NEW BUSINESS**
 - A. 2024 Pavement Asset Management Plan Presentation – **City Engineer**
 - B. Accepts the City Engineer’s Recommendations (2024 Pavement Plan) – **City Engineer**
 - C. 2023 Liquor License Renewals – **City Clerk**
 - D. An Ordinance Adopting & 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; & Providing When the Ordinance Shall Become Effective – **Alderman Yeager (2022 Statutory Update)**
 - E. An Ordinance Approving the Final Development Plan for Enterprise Rent-A-Car Company and Matters Relating Thereto – **Alderman Martiszus**
 - F. An Ordinance Approving A Record Plat within the City of Weldon Spring, Missouri, for the Purpose of Recording in St. Charles County, Missouri (Enterprise Rent-A- Car) – **Alderman Baker**
- 9. REPORTS & COMMITTEES**
 - A. Public Safety Report – **SCCPD Representative**
 - B. City Administrator Report – **City Administrator**
 - C. Parks & Recreation Advisory Committee (PRAC) Report – **Alderman Martiszus**
 - D. Committee Appointment and Reappointments– **Mayor Licklider**
- 10. RECEIPTS & COMMUNICATIONS**
- 11. ADJOURNMENT**



CITY OF WELDON SPRING
BOARD OF ALDERMEN WORK SESSION
JUNE 22, 2023

CALL TO ORDER: A Work Session of the Board of Aldermen for the City of Weldon Spring was held on Thursday, June 22, 2023, at approximately 6:00 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 6:00 PM by Mayor Licklider.

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

BUSINESS FOR DISCUSSION:

Safety Camera Deployment Plan Update and Modifications to Plan: Mr. Padella (City Administrator) updated the Board on the recommendations that would expedite the process to implement the License Plate Readers (LPR) and Pan Tilt Zoom (PTZ) Camaras within the City, which would include switching the purchase order with Turn-Key Mobile to 5 LPR Cloudrunners and 2 PTZ Cameras. Mr. Padella stated that he consulted with St. Charles County Police regarding the revised deployment plan, and they do not have an issue with the revised deployment plan. Board members asked several questions for clarification purposes. After the discuss, the Mayor requested the Board to make a motion during the tonight's regular Board of Aldermen meeting to expedite the process.

Strategic Planning - Capital Improvement Priorities Discussion: Alderman Yeager started the discussion of long-term capital improvement projects with a few examples. A lengthy discussion of different projects took place. After the discussion, the direction of the Board is each Board member would submit a list to Alderman Yeager individually. Next, all the lists would be consolidated and then discussed at a future work session to select priorities from the list of ideas submitted

Firewood Processing & Sales in General Commercial Zoning District: Mr. Padella (City Administrator) updated the Board on the situation regarding Bob Farr who spoke at the last Board of Alderman meeting on June 8, 2023, under the Public Comment section. Mr. Padella reminded the Board that his firewood processing and sales is not a business that is currently permitted in the General Commercial (GC) Zoning District. He added that Mr. Farr started bringing in the timber prior to applying for a business license. He is also storing the timber on an adjacent property, which prompted the adjacent property owner to send Mr. Farr a cease-and-desist letter. Since the last Board meeting, the City Planner sent Mr. Farr a letter with his options, which are either applying for a rezoning to Light Industrial (LI), seeking an amendment to the City's Land Use Table, or applying for a Use Variance with the Board of Adjustment. Mr. Padella stated that staff advise caution to the Board when rezoning any property or amending any zoning change. A lengthy discussion took place.

Political Sign Regulation Comparisons: Alderman Clutter stated that Mr. Hanks (City Clerk) researched this topic by reviewing the regulations of the surrounding municipalities regarding this issue. Alderman Clutter indicated that the interpretation of the City Code creates confusion. Therefore, Alderman Clutter suggested that the City consider reviewing this section of Code to clarify the regulations. A discussion took place.

The Work Session was adjourned at 7:21 PM.

Respectfully submitted,

William C. Hanks, City Clerk

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
JUNE 22, 2023

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, June 22, 2023, at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Donald Licklider called the meeting to order at 7:30 PM.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

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

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

A quorum was declared.

PUBLIC COMMENTS:

There were no public comments at this time.

MINUTES

June 8, 2023 - Work Session Minutes: Alderman Clutter moved to approve the minutes from the June 8, 2023, Work Session, with minor grammatical corrections, seconded by Alderman Yeager. **Motion carried** with 6 ayes.

June 8, 2023 – Regular Board Meeting Minutes: Alderman Clutter moved to approve the minutes from the June 8, 2023, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 6 ayes.

TREASURER’S REPORT

Alderman Clutter made a motion to accept the Treasurer’s packet of paid bills from June 9, 2023, to June 15, 2023, and unpaid bills from June 9, 2023, to June 22, 2023. The motion was seconded by Alderman Yeager. **Motion carried** with 6 ayes.

UNFINISHED BUSINESS:

Bill #1200 - An Ordinance Repealing and Replacing Municipal Code Title II: Public, Health, Safety, and Welfare, Chapter 205: Animal Regulations in Accordance with the City’s Contract for Kennel and Animal Control Services with

St. Charles County, Missouri: Alderman Kolb made a motion to approve Bill #1200 for its second and final reading by title only. Alderman Clutter seconded the motion.

On a roll call vote, the Bill #1200 was placed as Ordinance 23-09 as followed:

AYES: 6 – Baker, Clutter, Conley, Kolb, Martiszus, and Yeager
NOES: 0
ABSENT: 0

NEW BUSINESS:

2023 Liquor License Renewals: Alderman Clutter made a motion to renew the liquor licenses for Circle K #1646 at 5952 S. HWY 94, Cecil Whittaker's Pizzeria at 1017-1019 Wolfrum Road, Lutheran Senior Services (Breese Park) at 600 Breese Park Drive, Mad Dog & Cats Restaurant at 1005 Wolfrum Road, Persimmon Woods Golf Club at 6401 Weldon Spring Parkway, QuikTrip #645 at 5905 S HWY 94, Walgreens #6049 at 1003 Wolfrum Road, and Whitmoor Country Club & Golf Course at 1100 Whitmoor Drive. The motion was seconded by Alderman Martiszus. **Motion carried** with 6 ayes.

Revised Safety Camera Deployment Plan: Alderman Baker made a motion to approve the revised safety camera deployment plan, which was presented by the City Administrator and discussed by the Board earlier in the night at the Work Session. The motion was seconded by Alderman Clutter. **Motion carried** with 6 ayes.

Bill #1201 - An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to execute an Agreement with St. Charles, Missouri, License Plate Reader and Pan Tilt Zoom Camera Systems, and Matters Relating Thereto: Alderman Clutter moved to introduce Bill #1201 for its first reading by title only. Alderman Martiszus seconded the motion and the **motion carried**.

Bill #1201 was tabled in accordance with City Code.

Master Facilities License Agreement with Ameren for Safety Camera Devices: This topic was tabled, but Mr. Padella (City Administrator) wanted to include this information so the Board will have time to review before the next Board of Aldermen meeting on July 13, 2023. Also, Mr. Padella also reassured the Board that the City Attorney will review this information prior to the next Board of Aldermen meeting.

REPORTS AND COMMITTEES:

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

Committee Appointment and Reappointments: Alderman Clutter made a motion to approve Mayor Licklider's reappointment of Tom Szilasi to the Planning & Zoning Commission (P & Z), seconded by Alderman Martiszus. **Motion carried** with 6 ayes.

Alderman Clutter stated that the Architectural Review Commission (ARC) has requested that the City consider adding an additional full-time member to ARC. Alderman Clutter added that ARC has requested that the Mayor appoint another alternate member to replace Zig Pigwowski who recently resigned.

RECEIPTS & COMMUNICATIONS:

Alderman Martiszus stated that he has received several noise complaints about the generators by the Data Center (600 Technology Drive) on the Enterprise campus. A brief discussion took place.

Alderman Clutter raised a concern about golf cars using the sidewalks on Pitman Hill Road and golf carts crossing Hwy 94. He believes that this issue is a safety concern and might need to be discussed further by the Board.

Alderman Clutter stated that ARC decided on recommendations for the Board to consider regarding approvals for front-entry garages. Furthermore, Alderman Clutter stated that these recommendations are very specific, and he would draft a memo for the Board. A brief discussion took place.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:02 PM and Alderman Clutter seconded the motion. **Motion carried** with 6 ayes.

Respectfully submitted,

William C. Hanks

**PAID BILLS TO BE APPROVED
JUNE 16, 2023 -- JULY 6, 2023**

CHECKS ARE DATED 6/13/2023 -- 7/6/2023

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
13TH DAY OF JULY 2023 _____, MAYOR

JUNE 13 THRU JULY 6, 2023

CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
BRIAN THIEMANN	2ND INSTALLMENT FIREWORKS DISP	20-20-5217	\$ 4,000.00	16732	6/29/2023
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	20-20-5244	\$ 240.00	10230184	6/13/2023
COCHRAN	PED CROSSING EVAL/DESIGN	20-20-5314	\$ 5,950.00	9686	6/13/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 185.11	10230193	6/28/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 191.42	10230194	6/28/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 32.11	10230195	6/28/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 55.00	10230196	6/28/2023
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-02-2110	\$ 64.18	9691	6/23/2023
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-10-5130	\$ 280.80	9691	6/23/2023
DIMENSIONAL SECURITY SYSTEMS	Q1 ALARM MONITORING	20-20-5256	\$ 48.00	9693	6/28/2023
DOUGLAS R SMITH	MUNI COURT PA	10-10-5304	\$ 650.00	9684	6/13/2023
EQUIPMENTSHARE.COM, INC	RENTAL OF 2 SKID STEER	20-20-5240	\$ 1,902.78	10230191	6/23/2023
FICK SUPPLY SERVICE INC	30 YD MULCH/PARK LANDSCAPING	20-20-5550	\$ 1,051.65	16727	6/21/2023
FICK SUPPLY SERVICE INC	15 YD MULCH/PARK LANDSCAPING	20-20-5550	\$ 525.82	16727	6/21/2023
FUND WAYS OF MISSOURI	BOUNCE HOUSE/OBSTACLE COURSE	20-20-5217	\$ 1,775.00	16733	6/29/2023
GAME WORLD EVENT SERVICES LLC	INDEPENDENCE CELEBRATION	20-20-5217	\$ 405.00	16734	6/29/2023
GENERAL CODE LLC	SUPP TEXT PAGES/SUPP INDEX PGS	10-10-5326	\$ 2,892.19	9683	6/13/2023
HANSEN'S TREE SERVICE	LIMB REMOVAL/UNDERBRUSH	20-20-5236	\$ 7,050.00	16735	6/29/2023
INCREDIBLE ENGRAVINGS	DARK GREEN NAME PLATE	10-10-5243	\$ 22.58	9690	6/23/2023
INSURANCE STORE INC	COMMERCIAL CRIME COVERAGE	10-10-5208	\$ 475.00	16721	6/15/2023
KEVIN CARROLL		20-20-5450	\$ 300.00	9685	6/13/2023
LAURA BROWN	CONF MEALS	10-10-5201	\$ 37.74	16723	6/19/2023
LAURA BROWN	MILEAGE TO CONF/MACA	10-10-5202	\$ 203.18	16723	6/19/2023
M & M GOLF CARS - O'FALLON	3- 6 PASSENGER GOLF CARS	20-20-5217	\$ 985.00	16736	6/29/2023
MISSOURI AMERICAN WATER COMPAN	DEV LAY WATER MAIN EXT AGREEMT	20-20-5490	\$ 7,071.12	16722	6/15/2023
MOCCFOA EASTERN DIV	LUNCHEON MEETINGS 6/15/2023	10-10-5201	\$ 25.00	16720	6/15/2023
MISAP	STL ARE PARLIAMENTARY SEMINAR	10-10-5203	\$ 15.00	16731	6/27/2023
MUNIWEB	WEBSITE HOSTING MAY 2023	10-10-5210	\$ 180.00	10230192	6/27/2023
PROMOTIONS PRONTO LLC	KOOZIES-CAN KOOLERS	20-20-5217	\$ 350.71	16737	6/29/2023
PURITAN SPRING WATER	BOTTLE WATER	20-20-5255	\$ 46.39	10230185	6/13/2023
R & R SANITATION	PORTA-POTTY (7)	20-20-5217	\$ 535.00	16738	6/29/2023
REPUBLIC SERVICES	TRASH SERVICE	20-20-5254	\$ 141.27	9694	6/28/2023
ROBERT WOHLER	LEGAL FEES	10-10-5301	\$ 880.00	16739	6/29/2023
ST CHARLES CNTY PUBLIC HEALTH	MOSQUITO SPRAYING	10-10-5280	\$ 40.00	9687	6/13/2023

ST CHARLES COUNTY GOVERNMENT	Q1 2023 ROAD PROGRAM	23-23-5445	\$ 55,133.92	16730	6/23/2023
SUE STEIGER	MILEAGE REIMB	10-10-5202	\$ 17.69	16725	6/21/2023
SUE STEIGER	4 TONER CARTRDGS/POST-IT FLAGS	10-10-5243	\$ 90.86	16725	6/21/2023
TRUGREEN LIMITED PARTNERSHIP	LANDSCAPING/FERTALIZATION	22-22-5265	\$ 1,023.46	9688	6/13/2023
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-02-2110	\$ 878.00	9692	6/23/2023
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-10-5132	\$ 3,704.01	9692	6/23/2023
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-10-5952	\$ 20.07	9692	6/23/2023
WEX BANK	FLEET GAS CARD	20-20-5237	\$ 384.76	9689	6/13/2023
WILLIAM C HANKS	MILEAGE REIMB	10-10-5202	\$ 213.92	16726	6/21/2023
Z. MITCHELL JORDAN	MILEAGE	10-10-5202	\$ 6.55	16724	6/19/2023
Z. MITCHELL JORDAN	COPY PAPER/TOILET TISSUES	10-10-5243	\$ 119.56	16724	6/19/2023
Z. MITCHELL JORDAN	MONITOR AND STAND	10-10-5560	\$ 136.88	16724	6/19/2023
Z. MITCHELL JORDAN	FISHING DERBY FOOD SUPPLIES	20-20-5220	\$ 171.12	16724	6/19/2023
Z. MITCHELL JORDAN	TABLECLOTHS FOR EVENTS	20-20-5243	\$ 43.56	16724	6/19/2023
ZEAGER BROS INC	PLAYGROUND SURFACE PRODUCT	20-20-5450	\$ 3,943.40	16728	6/21/2023

Accounts Payable Total

\$ 104,494.81

PAID CREDIT CARD BILLS TO BE APPROVED
May-23

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
13TH DAY OF JULY 2023 _____, MAYOR

CLAIMS REPORTCREDIT CARD EXPENSES

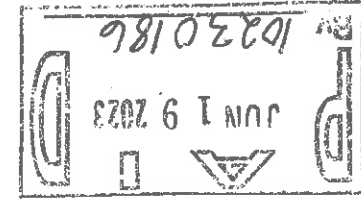
May-23

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
BANKCARD SVCS - CENTRAL BANK	CONF LODGING/FOOD/LUNCHEONS	10-10-5201	1,056.36	10230186	6/19/2023
BANKCARD SVCS - CENTRAL BANK	MEMBERSHIP DUES/STL POST DISP	10-10-5204	90.86	10230186	6/19/2023
BANKCARD SVCS - CENTRAL BANK	HAND SOAP/RECORDER FEES/MISC	10-10-5243	354.4	10230186	6/19/2023
BANKCARD SVCS - CENTRAL BANK	IDRIVE/SVC NETWK BACKUP SVC	10-10-5324	1,371.72	10230186	6/19/2023
BANKCARD SVCS - CENTRAL BANK	NEW SOUND SYS/SOAP DISPENSERS	10-10-5560	655.02	10230186	6/19/2023
BANKCARD SVCS - CENTRAL BANK	MISC PARK SUPPLIES	20-20-5243	350.81	10230186	6/19/2023
BANKCARD SVCS - CENTRAL BANK	FLOWERS FOR PARK LANDSCAPES	20-20-5550	176.54	10230186	6/19/2023
BANKCARD SVCS - CENTRAL BANK	HEAT GUN / DRILL	20-20-5563	371	10230186	6/19/2023
BANKCARD SVCS - CENTRAL BANK	TO BE RETURNED NEXT MONTH	20-20-5952	26.98	10230186	6/19/2023
			4,453.69		

Account #	Account Description	BOB	BILL	MITCHELL	HOWIE	MICHAEL	LAURA	TOTAL
	Mastercard							
	23-Jun							

10.10.5201	Meals & Travel		\$ 20.00	\$ 101.78		\$ 315.00	\$ 619.58	\$ 1,056.36
10.10.5204	Dues and Subscriptions		\$ 75.00			\$ 15.86		\$ 90.86
10.10.5243	City Hall Office Supplies		\$ 70.27	\$ 77.83		\$ 206.30		\$ 354.40
10.10.5324	Consultant - Software		\$ 1,261.74	\$ 109.98				\$ 1,371.72
10.10.5560	Non-Capital Equip City Hall			\$ 575.55		\$ 79.47		\$ 655.02
20.20-5243	Parks General Supplies	\$ 138.57			\$ 212.24			\$ 350.81
20.20.5550	Non-Capital Purchase - Landscaping					\$ 176.54		\$ 176.54
20.20.5563	Non-Capital Equip Park	\$ 222.00		\$ 149.00				\$ 371.00
20.20.5952	Misc - Parks Fund					\$ 26.98		\$ 26.98

TOTAL		\$ 360.57	\$ 1,427.01	\$ 1,014.14	\$ 212.24	\$ 820.15	\$ 619.58	\$ 4,453.69
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1	P	CONF LODGING/FOOD/LUNCHEONS	10-10-5201	MEALS-TRAVEL-LODGING	1,056.36	10	5138
2	P	MEMBERSHIP DUES/STL POST DISF	10-10-5204	DUES & SUBSCRIPTIONS	50.86	10	5138
3	P	HAND SOAP/RECORDER FEES/MISC	10-10-5243	CITY HALL - OFFICE SUPPLIES	354.40	10	5138
4	P	NEW SOUND SYS/SOAP DISPENSEF	10-10-5560	NON-CAPITAL EQUIP CITY HALL	655.02	10	5138
5	P	ADOBE SOFTWARE/2 MONTHS	10-10-5324	SOFTWARE SUBSCRIPTIONS/SUPP	109.98	10	5138
6	P	DRIVE/SVC NETWK BACKUP SVC	10-10-5324	SOFTWARE SUBSCRIPTIONS/SUPP	799.50	10	5138
7	P	GOVCONNECT/ANTI-VIRUS ANNUAL	10-10-5324	SOFTWARE SUBSCRIPTIONS/SUPP	462.24	10	5138
8	P	MISC PARK SUPPLIES	20-20-5243	PARKS - GENERAL SUPPLIES	350.81	20	5138
9	P	FLOWERS FOR PARK LANDSCAPES	20-20-5550	LANDSCAPING	176.54	20	5138
10	P	PALM SANDER	20-20-5563	EQUIPMENT-PARK: NON-CAPITAL	64.00	20	5138
11	P	HEAT GUN / DRILL	20-20-5563	EQUIPMENT-PARK: NON-CAPITAL	158.00	20	5138
12	P	LADDER	20-20-5563	EQUIPMENT-PARK: NON-CAPITAL	149.00	20	5138
13	P	TO BE RETURNED NEXT MONTH	20-20-5952	MISC - MUNI BLDG & PARK	26.98	20	5138

BILL NO. _____

ORDINANCE NO. _____

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

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

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

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

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

SECTION 1: That the Board of Aldermen of the City of Weldon Spring, Missouri, hereby authorize the Mayor to execute an agreement for the donation, maintenance, and operation of certain license plate reader (LPR) and pan-tilt-zoom (PTZ) camera systems, a copy of which is attached hereto as "**Exhibit A**" and is incorporated by reference herein.

SECTION 2: That this Ordinance shall be in full force and effect upon its enactment and approval.

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

Donald D. 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	_____	_____	_____
Licklider	_____	_____	_____

Absent: _____

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

10. Termination.

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

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

To County:

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

and

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

To City:

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

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

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

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

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

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

CITY OF WELDON SPRING, MISSOURI

Donald Licklider, Mayor

Date

ATTEST:

City Clerk

ST. CHARLES COUNTY, MISSOURI

Steve Ehlmann, County Executive

Date

ATTEST:

Brenda Hinton, County Registrar



Camera/License Plate Reader Attachment Procedure

Background:

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

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

Camera and License Plate Reader Guidelines:

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

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

Devices Under Fifty Pounds

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

Devices Over Fifty Pounds

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

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

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MASTER FACILITIES LICENSE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“NESC” means the National Electrical Safety Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE III **GENERAL REQUIREMENTS FOR ACCESS**

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV **INSTALLED FACILITIES**

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

Section 4.2. Operation.

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

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

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

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

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

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

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

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

ARTICLE V

FACILITY MODIFICATION

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

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

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

ARTICLE VI

AUDIT PROCEDURES; PENALTIES

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

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

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

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

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

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

ARTICLE VII

CHARGES FOR SERVICE AND PAYMENT TERMS

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

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

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

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

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

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

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

ARTICLE VIII **PERFORMANCE BOND**

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

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

Section 9.1. Due Care; Waiver; Liability.

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

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

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

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

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

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

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

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

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

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

Section 9.6. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X **ASSIGNMENT**

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

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

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

ARTICLE XI **REQUIREMENTS FOR ATTACHMENT TO POLES**

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

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

ARTICLE XII **REQUIREMENTS FOR USE OF RIGHTS-OF-WAY**

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

ARTICLE XIII **TERMINATION OF THE AGREEMENT**

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

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

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

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

ARTICLE XIV **ATTACHMENT REMOVAL**

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

ARTICLE XV **LIMITATION OF LIABILITY**

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

ARTICLE XVI **FORCE MAJEURE**

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

ARTICLE XVII **GOVERNING LAW; LAWSUITS**

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

ARTICLE XX
MISCELLANEOUS

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

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

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

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

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

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

Licensor:**Licensee:**

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

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

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

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

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

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

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

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

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

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

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

LICENSOR

UNION ELECTRIC COMPANY
d/b/a Ameren Missouri

LICENSEE

Print Name: _____

Print Name: _____

Signature: _____
Kevin D. Anders, Vice President

Signature: _____

Date: _____

Date: _____

EXHIBIT A
LICENSE FEE ADDENDUM

ATTACHMENT AND USE FEES

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

APPLICATION FEES IN EFFECT

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

EXHIBIT B

IDENTIFICATION SPECIFICATION

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

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

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

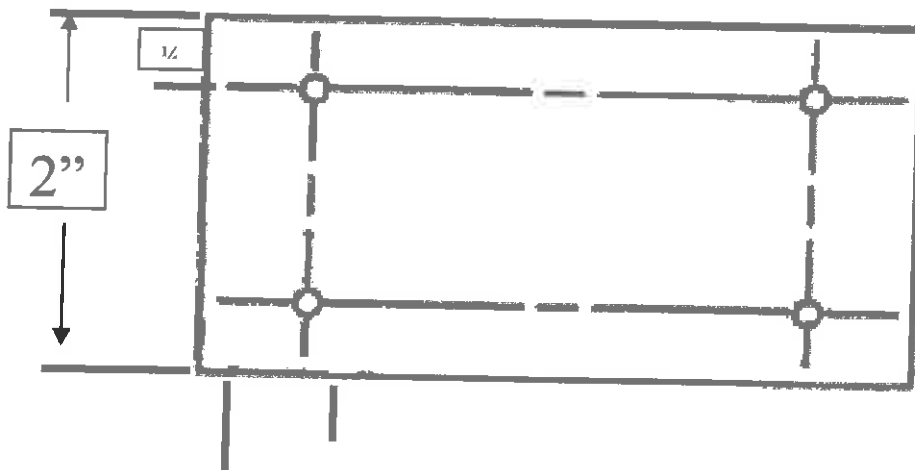


EXHIBIT C

SECURITY CAMERA ATTACHMENT ON DISTRIBUTION POLE

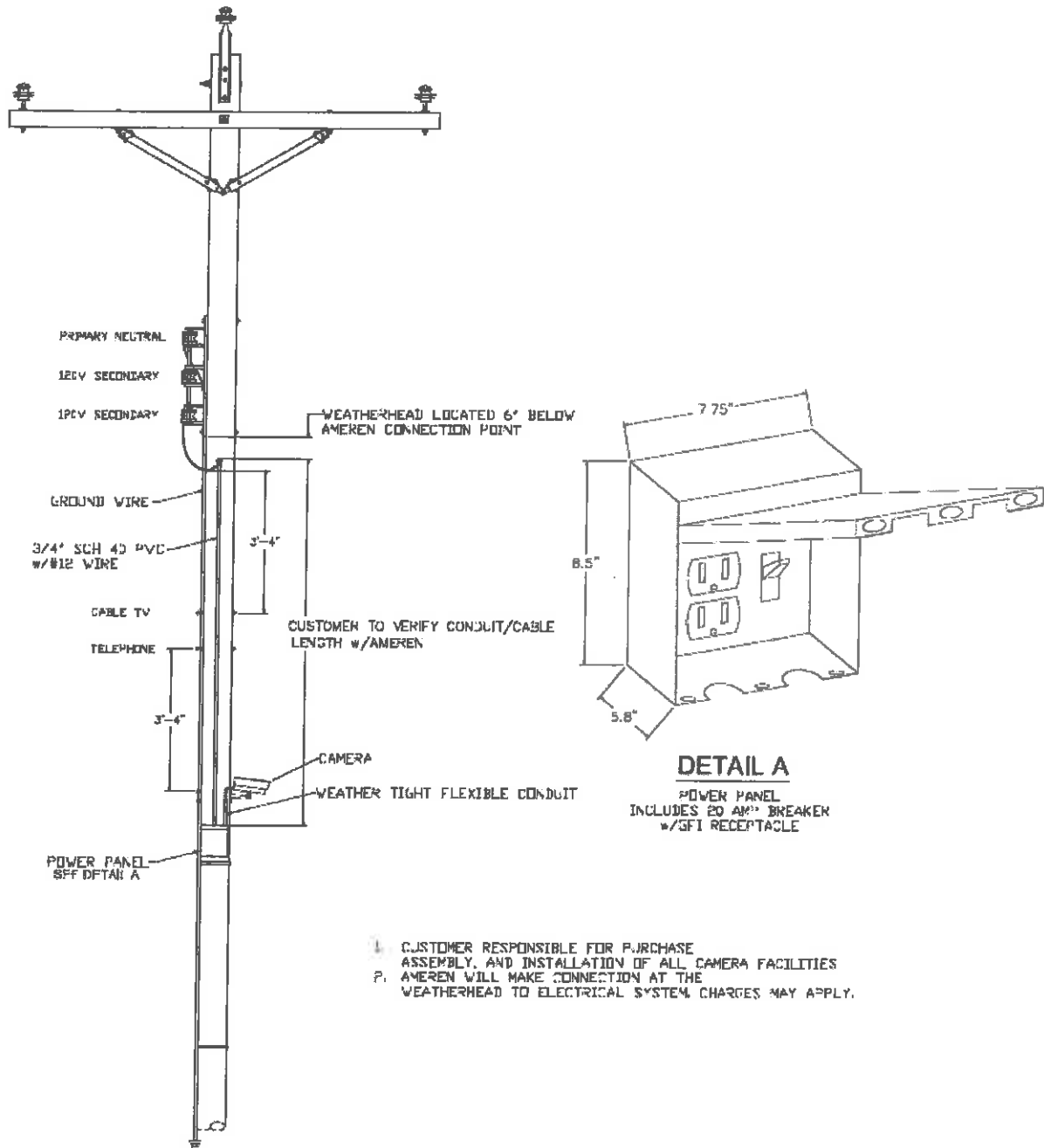


EXHIBIT D

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

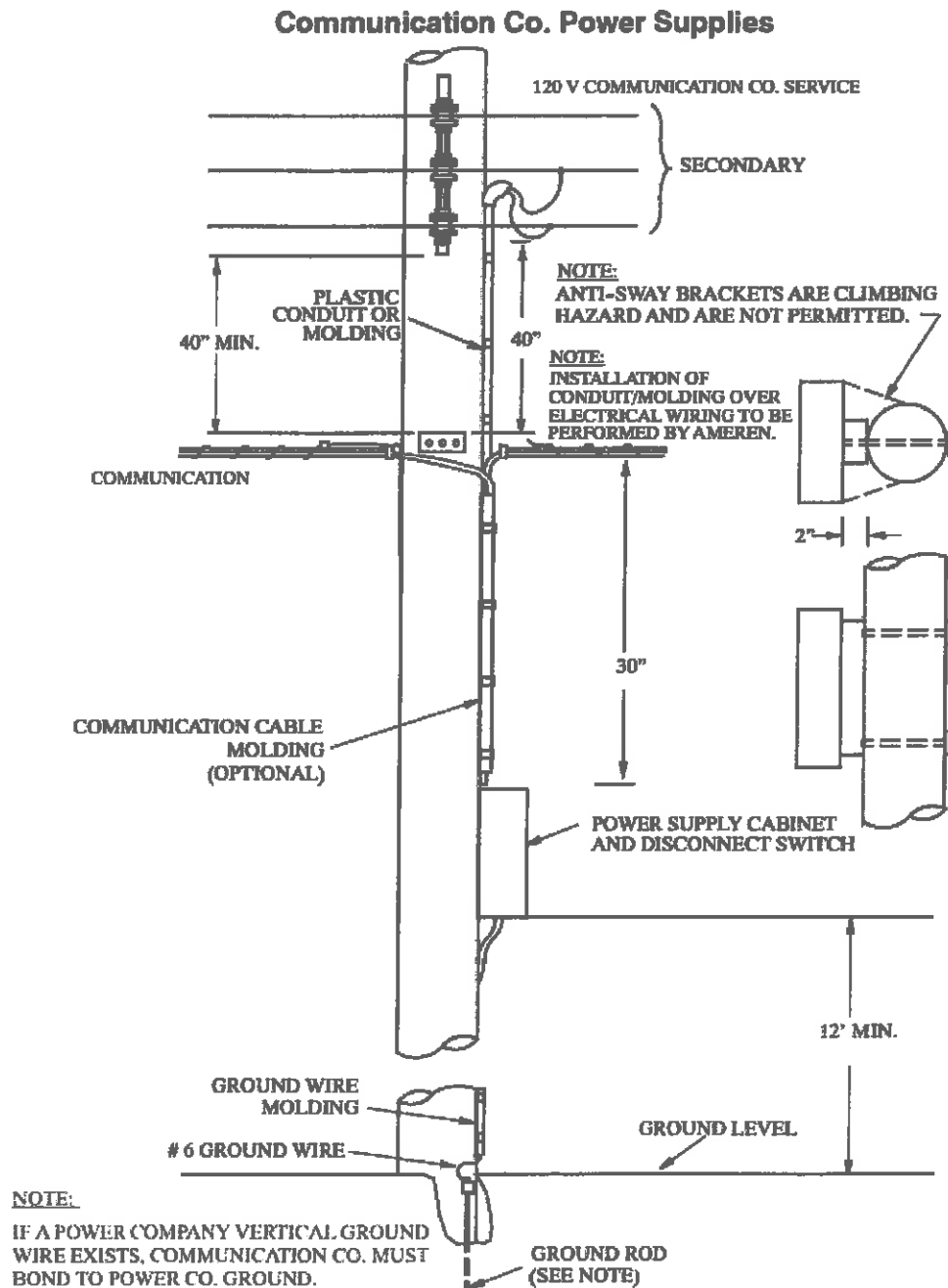


EXHIBIT E

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

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

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

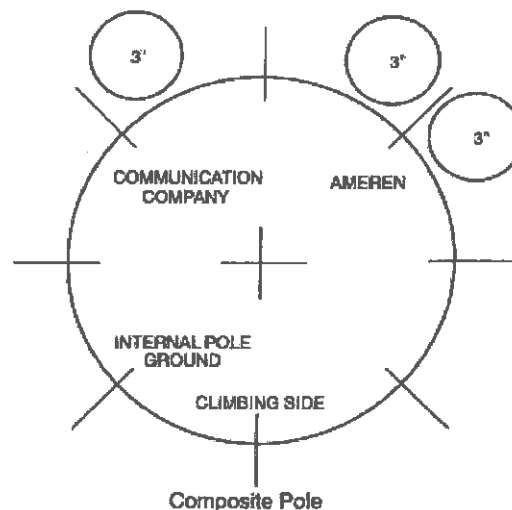
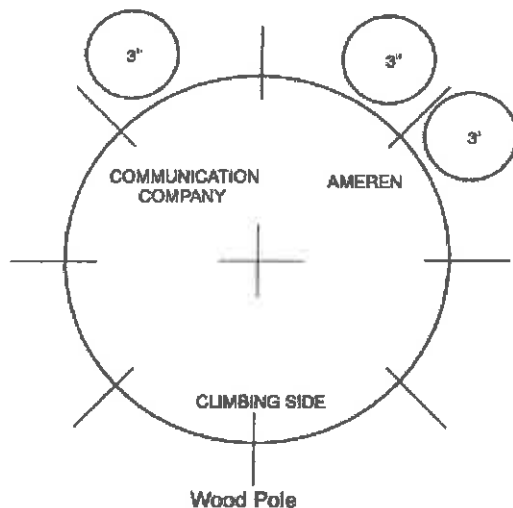


EXHIBIT F
BOND SCHEDULE

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

Dear Bill:

We have updated the Code of the City of Weldon Spring with the 2022 statutory material. You will be receiving the supplement shortly. Enclosed is an Adopting Ordinance, which the City will need to enact as soon as possible for the new statutory provisions to take effect. A list of sections of the Weldon Spring Code that have been amended or added is included and should be attached to the Adopting Ordinance.

We suggest that the City have its Attorney review the above list of changes. Should any corrections be required, we will prepare a supplement to make those changes prior to readoption of the Code. Once adopted, the Code Adoption Ordinance will be included in the front of the Code to signify the official nature of the Code. If the proposed ordinance is adopted within 90 days after the receipt of this letter, the Code will be updated to include the Code Adoption Ordinance at no cost to the City.

If you have any questions or if we can be of any further assistance, please do not hesitate to ask.

Sincerely,
GENERAL CODE

Lisa Eisenhauer
Editor

XX:xxx

Enc.

City of Weldon Spring
2022 Statutory Updates Incorporated During Supplement # 7

The Sections of the Code noted in the table below have been updated with the 2022 statutory material. Some of the revisions noted herein are non-statutory changes to the Model Code intended to improve clarity, enforceability, and/or better reflect regulations used by most communities. The City's attorney may want to review all statutory and non-statutory changes to determine whether any revisions are necessary. All revised Sections will be in effect following the City's adoption of the Code.

Note that these statutory updates do not include any changes to provisions regarding "home-based work" as those provisions are not part of the Model Code and are specific to each community. Similarly, these updates do not include any changes regarding sales tax holidays. See pages 8 and 2, respectively, of the 2022 CodeWatch Bulletin for additional information and consult with your attorney on any changes that may be needed.

Section/Subsection of the Code	Description of the Revision	Pursuant to RSMo. Section
120.020	<p>A new Subsection has been added to this Section setting out an additional category of authorized closed records, which covers certain records for customers of municipally owned utilities.</p> <p><i>120.020 (A)(21) – Individually identifiable customer usage and billing records for customers of a municipally owned utility, unless the records are requested by the customer or authorized for release by the customer, except that a municipally owned utility shall make available in the public the customer's name, billing address, location of service, and dates of service provided for any commercial service account.</i></p>	610.021
125.220	<p>This Section, regarding appeal from jury verdicts, has been removed. The statutory provisions set out herein only apply to Associate Circuit Judges and are not applicable in communities with Municipal Courts.</p> <p><i>125.240 - A Municipal Judge shall be disqualified to hear any case in which he/she is in any way interested or, if before the trial is commenced, the defendant or the prosecutor files an affidavit that the defendant or the municipality, as the case may be, cannot have a fair and impartial trial by reason of the interest or prejudice of the Judge. Neither the defendant nor the municipality shall be entitled to file more than one (1) affidavit or disqualification in the same case.</i></p>	
210.400	<p>The offense of escape or attempted escape from custody has been revised to include those in custody for a violation of probation or parole.</p> <p><i>210.400 - Note: Under certain circumstances this offense can be a felony under state law. [Ord. No. 17-02, 1-26-2017]</i> A person commits the offense of escape from custody or attempted escape from custody if, while being held in custody after arrest for any offense or violation or probation or parole, he/she escapes or attempts to escape.</p>	575.200

Section/Subsection of the Code	Description of the Revision	Pursuant to RSMo. Section
210.720	<p>This Section has been revised following a lawsuit involving University City, MO, to increase the specificity of the prohibited conduct. These revisions largely reflect revisions made by University City during the lawsuit, which appeared to be sufficient based on the court's ruling.</p> <p><i>210-720 - Definition. The following term shall be defined as follows:</i></p> <p><i>PUBLIC PLACE:</i> Any place, including inside a building, to which the general public has access and a right of resort for business, entertainment or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall also include the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, areas or parks.</p> <p><i>It shall be unlawful for any person to stand or remain idle either alone or in consort with others in a public place in such manner so as to knowingly and actually:</i></p>	N/A
210.840	<p>We added Subsection (A)(12) prohibiting the discharge or shooting of a firearm within the City limits. These provisions were removed from the Statutes but are included or desired by many communities. Section 21.750, RSMo., appears to allow for this type of regulation.</p> <p><i>Note: This is optional, and the Board needs to decide.</i></p> <p><i>210.840 - Discharge or shoots a firearm in City limits</i></p>	N/A
210.1360	<p><i>The provisions in Subsection (B) of this Section regarding the protection of individuals under the age of 18 who have committed the offense of prostitution have been revised.</i></p> <p><i>210.1360 (B) - In addition to the affirmative defense provided in Subsection 2 of Section 566.223, RSMo., it shall be an affirmative defense to prosecution pursuant to this Section that the defendant was under the age of eighteen (18) and was acting under the coercion, as defined in Section 566.200, RSMo., of an agent at the time of the offense charged. 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.</i></p> <p><i>A person shall not be certified as an adult or adjudicated as a delinquent for the offense of prostitution under this Section if the person was under the age of eighteen (18) at the time the offense occurred. In such cases where the person was under the age of eighteen (18), the person shall be classified as a victim of abuse, as defined under Section 210.110, RSMo., and such abuse shall be reported immediately to the Children's Division, as required under Section 210.115 RSMo., and to the juvenile officer for appropriate, treatment, investigation, and other proceedings as provided under Chapters 207, 210, and 211, RSMo. Upon request, the local law enforcement agency and the prosecuting attorney shall</i></p>	567.020

Section/Subsection of the Code	Description of the Revision	Pursuant to RSMo. Section
	<i>assist the Children's Division and the juvenile officer in conducting the investigation.</i>	
210.1500	<p>The definition of "sexual contact" has been revised to include "causing semen, seminal fluid, or other ejaculate to come into contact with another person."</p> <p>210.1500 - SEXUAL CONTACT: <i>Any touching of another person with the genitals or any touching of the genitals or anus of another person, or the breast of a female person, or such touching through the clothing, or causing semen, seminal fluid, or other ejaculate to come into contact with another person, for the purpose of arousing or gratifying the sexual desire of any person or for the purpose of terrorizing the victim.</i></p>	566.010
210.1540	<p>Subsection (A)(1) of this Section has been revised to include violations of Section 573.037, RSMo., regarding possession of child pornography.</p> <p><i>210.1540 (A)(1) - Violating any of the provisions of Chapter 566, RSMo., or the provisions of Section 568.020, RSMo., Incest; Section 568.045, RSMo., Endangering The Welfare Of A Child In The First Degree; Section 573.200, RSMo., Use Of A Child In A Sexual Performance; Section 573.205, RSMo., Promoting A Sexual Performance By A Child; Section 573.023, RSMo., Sexual Exploitation Of A Minor; Section 573.025, RSMo., Promoting Child Pornography In The First Degree; Section 573.035, RSMo., Promoting Child Pornography In The Second Degree; Section 573.037, RSMo., Possession of Child Pornography; or Section 573.040, RSMo., Furnishing Pornographic Material To Minors; or</i></p>	566.149
210.1545	<p>A new Section has been added which prohibits certain offenders from being present or loitering within 500 feet of a public park, swimming pool, athletic complex, museum, or nature center, with some exceptions.</p> <p>Note: See Exhibit A</p>	566.150
210.1800 210.1810 210.1830	<p>We added wording to these three Sections to account for the medical marijuana and pending recreational marijuana amendments to the State Constitution.</p> <p><i>Section 210.1800 - A person commits the offense of possession of marijuana or any synthetic cannabinoid, as both terms are defined in Section 195.010, RSMo., if he or she knowingly possesses marijuana or any synthetic cannabinoid, except as authorized by Chapter 579 or Chapter 195, RSMo., or Article XIV, Section 1 of the Missouri Constitution, including any and all rules and regulations promulgated by the Missouri Department of Health and Senior Services related to legalized marijuana.</i></p>	N/A

Section/Subsection of the Code	Description of the Revision	Pursuant to RSMo. Section
	<p><i>Section 210.1810 - A person commits the offense of possession of a controlled substance, as defined in Section 195.010, RSMo., if he or she knowingly possesses a controlled substance, except as authorized by Chapter 579, RSMo., or Chapter 195, RSMo., or Article XIV, Section 1 of the Missouri Constitution, including any and all rules and regulations promulgated by the Missouri Department of Health and Senior Services related to legalized marijuana.</i></p> <p><i>Section 210.1830 - Except and only to the extent as authorized by Article XIV, Section 1 of the Missouri Constitution, including any and all rules and regulations promulgated by the Missouri Department of Health and Senior Services related to legalized marijuana. A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses, or possesses with intent to use, drug paraphernalia, to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body, a controlled substance or an imitation controlled substance in violation of Chapter 579, RSMo., or Chapter 195, RSMo.</i></p>	
210.2110	<p>The wording in Subsection (E)(2) was revised to correct a typographical error.</p> <p><i>210.2110 (E)(2) - A signed statement by the employee stating that the employee has been trained and understands the State laws and Federal regulations regarding the sale of tobacco to minors products, alternative nicotine products or vapor products to minors products; and</i></p>	N/A
300.010	<p>The definition of "emergency vehicle" has been revised to include vehicles operated by county or municipal park rangers.</p> <p><i>210.300 (1) - A vehicle operated by the State Highway Patrol, the Missouri Capitol Police, a Conservation Agent or a State Park Ranger, or County or municipal Park Ranger, those vehicles operated by enforcement personnel of the State Highways and Transportation Commission, Police or Fire Department, Sheriff, Constable or Deputy Sheriff, Federal Law Enforcement Officer authorized to carry firearms and to make arrests for violations of the laws of the United States, Traffic Officer, Coroner, Medical Examiner, or Forensic Investigator of the County Medical Examiner's Office, or by a privately owned emergency vehicle company;</i></p>	304.022

Exhibit A**Section 210.1545. Certain Offenders Not To Be Present Or Loiter Within 500 Feet Of A Public Park, Swimming Pool, Athletic Complex, Museum, Or Nature Center — Violation, Penalty — Exception For Nature Or Education Center, When.**

- A. Any person who has been found guilty of the following shall not knowingly be present in or loiter within five hundred (500) feet of any real property comprising any public park with playground equipment, a public swimming pool, athletic complex or athletic fields if such facilities exist for the primary use of recreation for children, any museum if such museum holds itself out to the public as and exists with the primary purpose of entertaining or educating children under eighteen (18) years of age, or Missouri Department of Conservation nature or education center properties.
1. Violating any of the provisions of Chapter 566, RSMo., or the provisions of Section 568.020, RSMo., Incest; Section 568.045, RSMo., Endangering The Welfare Of A Child In The First Degree; Section 573.200, RSMo., Use Of A Child In A Sexual Performance; Section 573.205, RSMo., Promoting A Sexual Performance By A Child; Section 573.023, RSMo., Sexual Exploitation Of A Minor; Section 573.025, RSMo., Promoting Child Pornography; Section 573.037, RSMo., Possession Of Child Pornography; or Section 573.040, RSMo., Furnishing Pornographic Material To Minors; or
 2. Any offense in any other jurisdiction which, if committed in this State, would be a violation listed in this Section.
 3. Any person who has been found guilty of an offense under Subsection (A)(1) or (2) of this Section who is the parent, legal guardian, or custodian of a child under the age of eighteen (18) attending a program on the property of a nature or education center of the Missouri Department of Conservation may receive permission from the nature or education center manager to be present on the property with the child during the program.

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 March 23, 2023, 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. 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 March 23, 2023, 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 other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City.
2. Ordinances levying taxes or making special assessments.

3. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses.
 4. Ordinances granting franchises or rights to any person, firm or corporation.
 5. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places.
 6. Ordinances authorizing or relating to particular public improvements.
 7. Ordinances respecting the conveyances or acceptance of real property or easements in real property.
 8. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same.
 9. Ordinances annexing property to the City.
 10. All zoning and subdivision ordinances not specifically repealed and not included herein.
 11. Ordinances establishing TIF districts or redevelopment districts.
 12. Ordinances relating to traffic schedules (e.g., stop signs, parking limits, etc.).
 13. All ordinances relating to personnel regulations (e.g., pensions, retirement, job descriptions and insurance, etc.).
 14. Ordinances authorizing the establishment of industrial development corporations.
 15. Ordinances establishing tax rates for the City.
- B. The repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.
- 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. Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense, misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding ninety (90) days, or by both such fine and imprisonment; provided, that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense, except that imprisonments may be in the City prison or workhouse instead of the County Jail.
- 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. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue, shall constitute a separate offense.
- 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. 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 _____, 2023.

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

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____

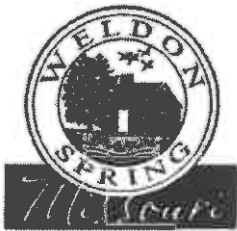
City Clerk

From: City Planner
Sent: Friday, June 30, 2023 2:30 PM
To: Alderman Yeager Ward 1; Alderman Clutter Ward 1; Alderman Kolb Ward 2; Alderman Conley Ward 2; Alderman Baker Ward 3; Alderman Martiszus Ward 3
Cc: Mayor Licklider; Michael Padella; City Clerk; City Engineer
Subject: Minor Area Plan Amendment - Enterprise Rent-A-Car 600 Technology Drive
Attachments: SKM_C284e23063014240.pdf

Board of Aldermen Members,

In accordance with Section 405.352.A of the Code of Ordinances of the City of Weldon Spring, I have attached the written letter to you as notification that I approved the Minor Area Plan Amendment for Enterprise Rent-A-Car at 600 Technology Drive. If you have any questions please let me know.

Steve Lauer
City Planner
5401 Independence Road
Weldon Spring, MO 63304
636-441-2110 Ext. 106





City of Weldon Spring

City of Tradition and Progress

5401 Independence Road

Weldon Spring, MO 63304

Phone: 636-441-2110

Fax: 636-441-8495

Email: cityofweldonspring@weldonspring.org

June 30, 2023

Board President Tom Yeager and Members of the Board of Aldermen
City of Weldon Spring
5401 Independence Road
Weldon Spring, MO

Board President Yeager and Members of the Board of Aldermen,

Please be advised that on June 30, 2023, I administratively approved with the concurrence of the City Engineer, the Minor Area Plan Amendment for Enterprise Rent-A-Car at 600 Technology Drive. The minor changes to the Area Plan included the placement of a five (5) foot black architectural aluminum fence to divide the parking lot between the General Offices Building and Data Center. With the placement of a fence some parking spaces were eliminated to provide proper circulation for the drive aisles. The minimum required number of parking spaces for each building is still being provided. A Land Use Permit Application (A-23-045) has been made for the fence which is approximately seven hundred (700) feet in length.

If you have any questions regarding this matter, please let me know at your earliest convenience.

Steve Lauer
Zoning Commissioner

Cc: Don Licklider, Mayor
Michael Padella, City Administrator
Bill Hanks, City Clerk
Bill Schnell, City Engineer



City of Weldon Spring

City of Tradition and Progress

5401 Independence Road

Weldon Spring, MO 63304

Phone: 636-441-2110

Fax: 636-441-8495

Email: cityofweldonspring@weldonspring.org

Staff Report - City of Weldon Spring Planning & Zoning Commission Meeting – July 10, 2023

On June 30, 2023, the Zoning Commissioner with the concurrence of the City Engineer administratively approved the **Minor Area Plan Amendment** for Enterprise Rent-A-Car. The only change to the Area Plan was the proposed placement of a five (5) foot black architectural aluminum fence to divide the parking lot between the General Offices Building and the Data Center. A Land Use Permit Application (A-23-045) has been made for the fence which is approximately seven hundred (700) feet in length. With the placement of a fence some parking spaces were eliminated to provide proper circulation for the drive aisles. The minimum required number of parking spaces for each building is still being provided.

Final Development Plan - Enterprise Rent-A-Car: As the owner of the property is in the process of selling a portion of the property which is zoned PC, Planned Commercial District, Section 410.260.C Conformance to Planned District Procedures of the Code of Ordinances of the City of Weldon Spring states, "Every proposed subdivision of land in a planned district shall have Area Plan and final development plan/section plan approval of the Board of Aldermen before any lot can be created or any final plat may be filed. See Section 410.320 for more information regarding the coordination of planned district procedures with subdivision approval."

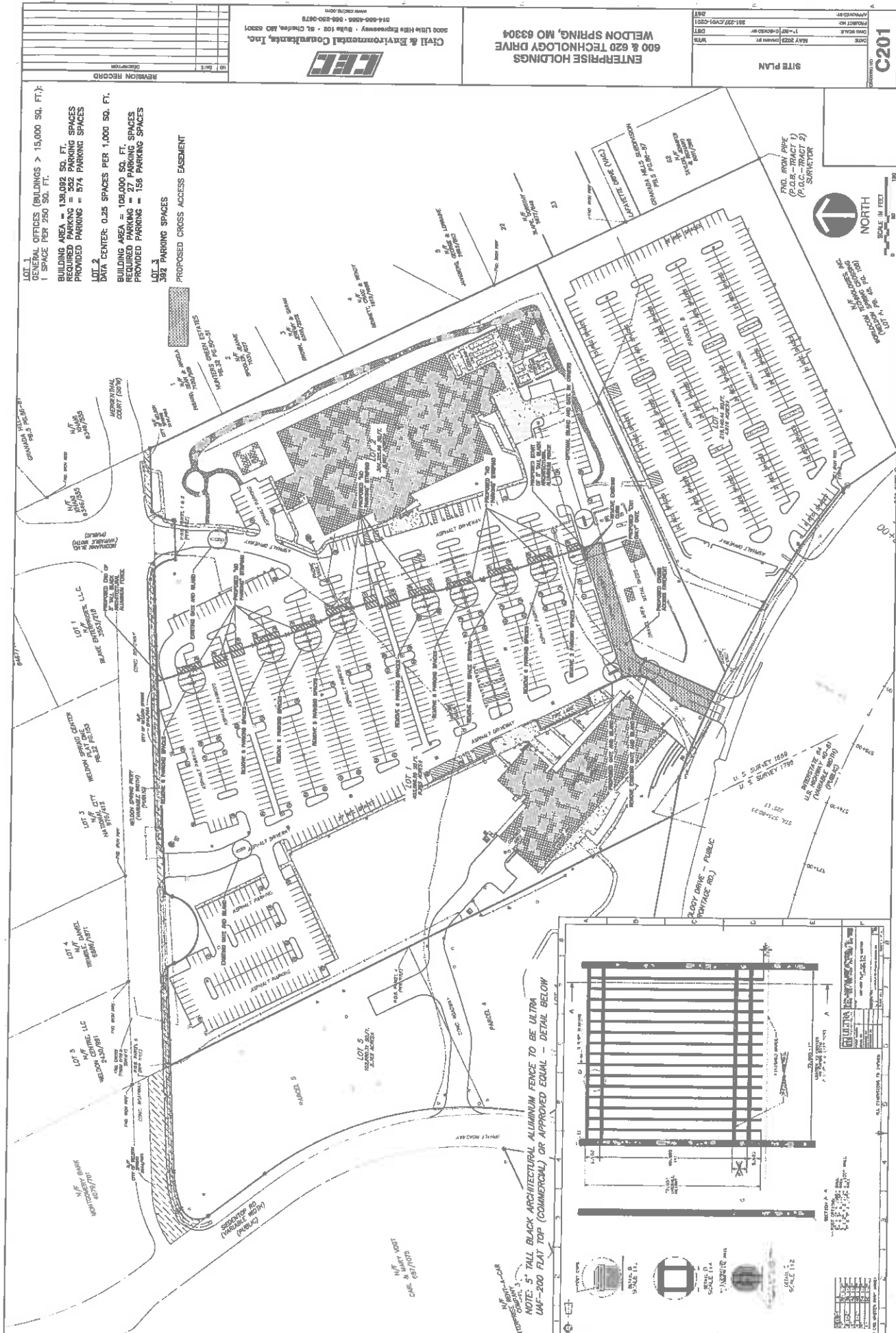
When a planned district development involves the subdivision of land, an approved final development plan/section plan shall constitute an approved preliminary plat. As per the St. Charles County Property Database the property that is included in the final development plan currently consists of two parcels of land and an area from another subdivision (Weldon Spring Center). Parcel three (3) on the west side of Siedentop Road is not included as a lot since it does not meet the required minimum lot size of twenty thousand (20,000) square feet in the Planned Commercial District.

The proposed final development plan will divide the property into five (5) lots on the east side of Siedentop Road. The final development plan will also be a re-subdivision of that portion of Weldon Spring Center that was a part of parcel one (1) and will now be in lot one (1).

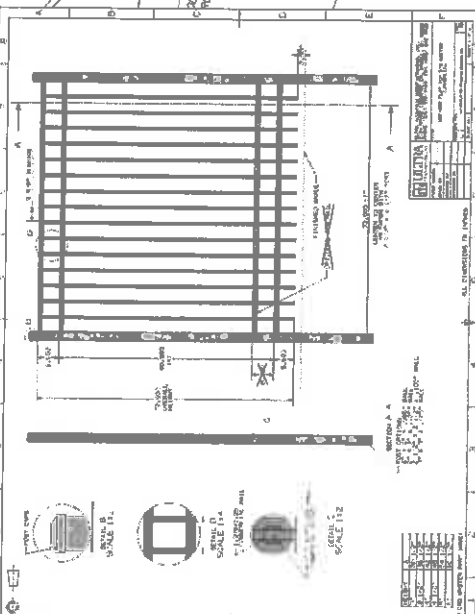
Final Plat – Enterprise Rent-A-Car: The approval by the City of Weldon Spring along with the recording of the final plat will give the current owner the ability to sell a lot with the changes that were part of the approved Minor Area Plan Amendment.

Steve Lauer, City Planner
City of Weldon Spring, MO

- LOT 1**
 GENERAL OFFICES (BUILDINGS > 15,000 SQ. FT.);
 1 SPACE PER 250 SQ. FT.
- LOT 2**
 BUILDING AREA = 139,082 SQ. FT.
 REQUIRED PARKING = 552 PARKING SPACES
 PROVIDED PARKING = 574 PARKING SPACES
- LOT 3**
 DATA CENTER: 0.25 SPACES PER 1,000 SQ. FT.
 BUILDING AREA = 108,000 SQ. FT.
 REQUIRED PARKING = 270 PARKING SPACES
 PROVIDED PARKING = 156 PARKING SPACES
- LOT 4**
 382 PARKING SPACES
 PROPOSED CROSS ACCESS EASEMENT



NOTE: 5" TALL BLACK ARCHITECTURAL ALUMINUM FENCE TO BE ULTRA
 UNF-200 FLAT TOP (COMMERCIAL) OR APPROVED EQUAL - DETAIL BELOW



ENTERPRISE HOLDINGS
 600 & 620 TECHNOLOGY DRIVE
 WELDON SPRING, MO 63304

Civil & Environmental Consultants, Inc.
 4000 Little Blue Expressway • Suite 100 • St. Charles, MO 63301
 636-680-6806 • FAX 636-680-9878
 www.civilenv.com

DATE	10/15/2023
BY	WJS
CHECKED BY	WJS
DATE	10/15/2023
PROJECT NO.	2023-001
PROJECT NAME	WELDON SPRING, MO 63304
DATE	10/15/2023
BY	WJS
CHECKED BY	WJS
DATE	10/15/2023

C201
 SHEET

AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR
ENTERPRISE RENT-A-CAR COMPANY AND MATTERS RELATING THERETO

WHEREAS, Enterprise Rent-A-Car Company are the owners of 600 Technology Drive, which is a certain tract of land located in the City of Weldon Spring, Missouri; and

WHEREAS, Civil & Environmental Consultants, Inc., EC, on behalf the owners, has submitted a document to the City, which contains two (2) pages dated June 22, 2023, and identified as the "Final Development Plan"; and

WHEREAS, the Final Development Plan depicts that the owners of 600 Technology Drive desire to create five (5) separate lots with the general office's building on one (1) of the lots and the data center on one of the other lots; and

WHEREAS, 600 Technology Drive is currently in a "PC" Planned Commercial Zoning District according to the City of Weldon Spring's Zoning Map dated December 2018; and

WHEREAS, the City Planning & Zoning Commission has reviewed and recommended _____ of the Final Development Plan for Enterprise Rent-A-Car Company on July 10, 2023.

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

SECTION 1: That Enterprise Rent-A-Car Company is the owner of the certain tract of land and has provided the City of Weldon Spring with the proper plans and documentation, which is attached hereto and reference as "**Exhibit A**," for review by City Staff, the Planning & Zoning Commission, and the Board of Aldermen

SECTION 2: That the City Planner and City Engineer have reviewed the final development plan and all the conditions have been met in regards to the plan.

SECTION 4: On July 10, 2023, the Planning & Zoning Commission recommended approval of the final development plan after determining that it complies with the conditions of the ordinance authorizing the development.

SECTION 5: That the Board of Aldermen hereby approves the Final Development Plan.

SECTION 6: That this Ordinance shall be in full force and effect upon its enactment and approval.

BILL NO. _____

ORDINANCE NO. _____

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

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF WELDON
SPRING, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY,
MISSOURI (ENTERPRISE RENT-A-CAR)

WHEREAS, Civil & Environmental Consultants, Inc., has prepared and submitted the record plat on behalf of the property owner, Enterprise Rent-A-Car Company, to the City of Weldon Spring for approval; and

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

Enterprise Rent-A-Car

WHEREAS, the City Planning & Zoning Commission has reviewed and recommended _____ of the Final Plat for Enterprise Rent-A-Car Company on July 10, 2023.

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

Section 1: That the Record Plat of Enterprise Rent-A-Car, located in the City of Weldon Spring, Missouri, as it appears on drawings of same prepared by Civil & Environmental Consultants, Inc., in June 2023 is hereby approved as submitted to the Board of Aldermen, which is attached hereto and incorporated by reference as "**Exhibit A.**"

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

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 _____, 2023.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____

10/VS

SCALE IN FEET
0 20 40 60 80 100



FINAL PLAN

DATE	10/22/2009
PROJECT	ENTERPRISE RENT-A-CAR
LOCATION	600 & 620 TECHNOLOGY DRIVE
CITY	WELDON SPRING, MO 63304
BY	DAVID L. SMITH
CHECKED BY	DAVID L. SMITH
APPROVED BY	DAVID L. SMITH

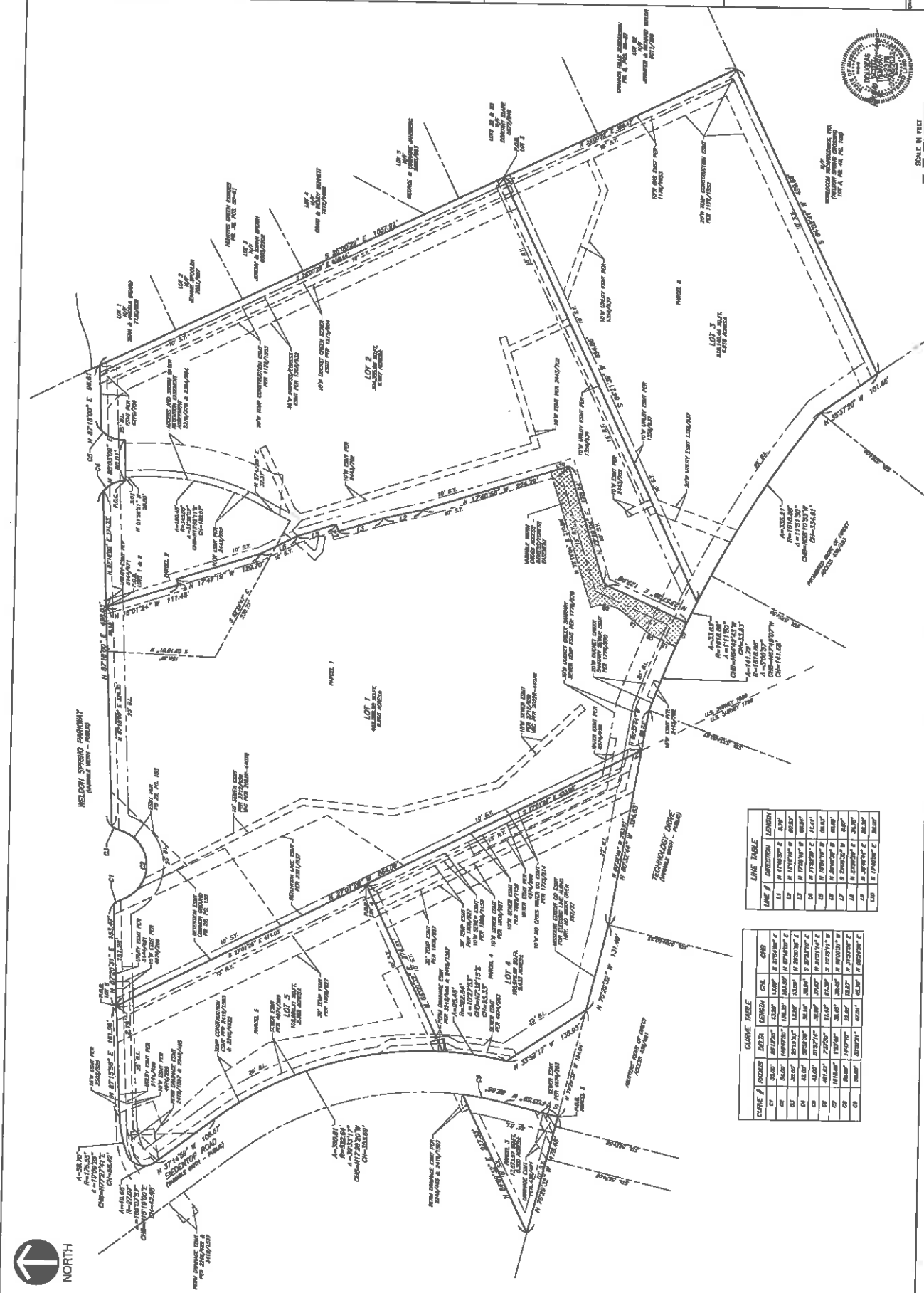
ENTERPRISE RENT-A-CAR
600 & 620 TECHNOLOGY DRIVE
WELDON SPRING, MO 63304

Civil & Environmental Consultants, Inc.
3000 Little Hills Expressway - Suite 102 - St. Charles, MO 63301
314-455-4566 • FAX 314-455-4567



REVISION RECORD

NO.	DATE	DESCRIPTION
1	10/22/2009	FINAL PLAN



LINE TABLE

LINE #	DIRECTION	LENGTH
1	N 47°12'00" E	142.00'
2	N 47°12'00" E	142.00'
3	N 47°12'00" E	142.00'
4	N 47°12'00" E	142.00'
5	N 47°12'00" E	142.00'
6	N 47°12'00" E	142.00'
7	N 47°12'00" E	142.00'
8	N 47°12'00" E	142.00'
9	N 47°12'00" E	142.00'
10	N 47°12'00" E	142.00'

CURVE TABLE

CURVE	ANGLE	DETA	LENGTH	CHORD
C1	120.00°	142.00'	142.00'	142.00'
C2	120.00°	142.00'	142.00'	142.00'
C3	120.00°	142.00'	142.00'	142.00'
C4	120.00°	142.00'	142.00'	142.00'
C5	120.00°	142.00'	142.00'	142.00'
C6	120.00°	142.00'	142.00'	142.00'
C7	120.00°	142.00'	142.00'	142.00'
C8	120.00°	142.00'	142.00'	142.00'
C9	120.00°	142.00'	142.00'	142.00'
C10	120.00°	142.00'	142.00'	142.00'

