

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, AUGUST 22, 2024, AT 7:30 P.M.
WELDON SPRING CITY HALL
5401 INDEPENDENCE ROAD
WELDON SPRING, MISSOURI 63304**

******BOARD OF ALDERMEN REGULAR TENTATIVE AGENDA – 8/22/24 at 7:30 PM******

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. CITIZENS COMMENTS**

The public must be in person to speak during Citizens Comments or send comments in writing to the City Clerk (at bhanks@weldonspring.org) prior to the Board meeting. Anyone wishing to speak shall state their name, their address, and limit their remarks to 3 minutes.

5. APPROVAL OF MINUTES

- A. August 8, 2024 – Board Regular Session Minutes

6. CITY TREASURER'S PACKET

- A. Paid Bills (August 2, 2024 – August 15, 2024)

7. UNFINISHED BUSINESS

- A. Bill #1228 – An Ordinance Approving the Rezoning Request of a Parcel of Land from Fisher & Frichtel Custom Homes, LLC, at 6101 Ozark Way from “AG” Agricultural Zoning District to “RS1/2” Single Residential Zoning District and Amending the Zoning District Map of the City of Weldon Spring, Missouri, Municipal Code and Matters Relating Thereto – **Alderman Conley**
- B. Bill #1229 – An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to execute an Amended Agreement for Road Maintenance & Repair with St. Charles County, Missouri, and Matters Relating Thereto – **Alderman Kolb**

8. PRESENTATION

- A. Proposed FY 2025 Budget – **Don Stolberg (City Administrator)**

9. NEW BUSINESS

- A. An Ordinance Adopting the Budget for Fiscal Year 2025 for the City of Weldon Spring, Missouri, and Matters Relating Thereto– **Alderman Clutter**
- B. An Ordinance Amending Chapter 355 of the City of Weldon City, Missouri, Municipal Code to Enact Regulations Regarding Parking on Commercial/Industrial Zoned – **Alderman Martiszus**
- C. A Resolution of the Mayor and Board of Alderman in the City of Weldon Spring, Missouri, Readopting the Investment Policy of Public Funds – **Alderman Yeager**
- D. Approval of Internal Financial Policies (Recommended by the Auditor) – **City Administrator**
- **Journal Entry Policy**
 - **Cash Receipt Policy**
 - **Fund Balance Policy**
 - **Pension Recording Policy**
 - **IT Policy**

10. REPORTS & COMMITTEES

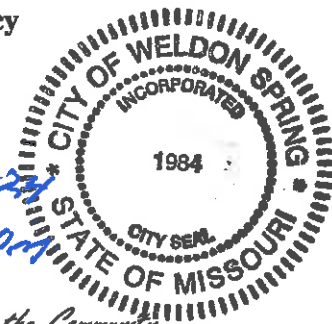
- A. City Administrator Report (Informational) – **City Administrator**

11. RECEIPTS & COMMUNICATIONS

12. ADJOURNMENT

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



**CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
AUGUST 8, 2024**

CALL TO ORDER: The Weldon Spring Board of Aldermen met for their regular meeting at Weldon Spring City Hall, 5401 Independence Road on Thursday, August 8, 2024, at 7:30 PM with Mayor Donald Licklider presiding.

PLEDGE OF ALLEGIANCE: Mayor Licklider asked everyone in attendance to stand and join in reciting the Pledge of Allegiance.

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

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

Alderman Clutter was absent. A quorum was declared.

Also, present were Mayor Licklider, Bob Wohler (City Attorney), Don Stolberg (City Administrator), and Bill Hanks (City Clerk).

PUBLIC COMMENTS:

There were no public comments at this time

PRESENTATION:

Persimmon Trace Rezoning & Preliminary Plat – Chris DeGuentz (Fischer & Frichtel Custom Homes, LLC): Chris DeGuentz, from Fischer & Frichtel Custom Homes, LLC, gave a brief presentation on the changes for the Persimmon Trace proposed development. The most notable changes were the reduction in the number of lots (from 19 to 13) and changing the concept from detached villas to single-family residential.

450 Technology Drive Conditional Use Permit & Site Plan – Keith Fryer (The Clayton Engineering Company): Mayor Licklider informed the Board that the condition use permit (CUP) application was withdrawn at the request of the owner and developer.

PUBLIC HEARING:

Consideration of a Zoning Change Application (RZ-2024-01) filed by Chris DeGuentz, from Fischer & Frichtel Custom Homes, LLC, (applicant) for BPD CO. I, LLC, (owner) to change the present zoning from “AG” Agricultural District to “RS-1/2” Single-Family Residential District at 6101 Ozark Way: Mayor Licklider opened the public hearing at 7:36 PM.

- **Anne Hallemeier, 113 Osage Way:** She urged the Board to deny the rezoning request for 6101 Ozark Way. She believes that half (½) acre lots are too small for this property and that the additional traffic, from this proposed development, would create safety problems for pedestrians walking along Ozark Way.
- **Esther Gerdiman, 116 Osage Way:** She would rather see one (1) acre lots instead of half (½) acres lots.
- **Samantha Schaefer, 105 Osage Way:** She doesn't want see the Board to set a precedence for the City. Also, she asked what would happen if Persimmon Golf Course ever decides to sell and that the new property owner applies for zoning change request to the City for half (½) acre single-family residential zoning.
- **Margie Wasser, 112 Osage Way:** She is against the zoning change request because she feels that the half (½) acre zoned lots would alter the atmosphere of the larger lots in the area.
- **Tom Herin, 108 Osage Way:** He is against the zoning change request because he believes that the City doesn't allow smaller lots

Mayor Licklider stated that half (½) acre zoning does exist in the City and uses the Westchester Farms subdivision as an example of half (½) acre zoning. He added that he already contacted the Francis Howell School District about bussing situation associated with this proposed development.

Mayor Licklider closed the public hearing at 7:44 PM.

Conditional Use Permit (CUP-2024-01) filed by Steve Quigley of “The Clayton Engineering Company,” (applicant) for Forty Nine Fifty, LLC, (owner) for the purpose of allowing a “light industrial use” (warehouse – Distribution Center) at 450 Technology Drive: Mayor Licklider opened the public hearing at 7:44 PM. With no public comments, Mayor Licklider closed the public hearing at 7:45 PM.

MINUTES:

July 25, 2024 – Work Session Minutes: Alderman Kolb moved to approve the minutes from the July 25, 2024, work session, as submitted. The motion was seconded by Alderman Yeager. **Motion carried** with 4 ayes. Alderman Martiszus abstained from voting.

July 25, 2024 – Regular Board Meeting Minutes: Alderman Kolb moved to approve the minutes from the July 25, 2024, regular meeting, as submitted. The motion was seconded by Alderman Yeager. **Motion carried** with 4 ayes. Alderman Martiszus abstained from voting.

TREASURER’S REPORT:

Alderman Kolb made a motion to accept the Treasurer’s packet of paid bills from July 19, 2024, to August 1, 2024, and the June 2024 Credit Card Bill. The motion was seconded by Alderman Baker. **Motion carried** with 5 ayes.

UNFINISHED BUSINESS:

Bill #1227 – An Ordinance Amending Section 405.080 (J) of the City of Weldon Spring, Missouri, Municipal Code and Matters Relating Thereto (Election Signs): Alderman Yeager made a motion to approve Bill #1227 for its second and final reading by title only. Alderman Baker seconded the motion.

On a roll call vote, the Bill #1227 was placed as Ordinance 24-14 as followed:

AYES: 4 – Conley, Kolb, Martiszus, and Yeager

NOES: 1 – Baker

ABSENT: 1 – Clutter

NEW BUSINESS:

Bill #1228 – An Ordinance Approving the Rezoning Request of a Parcel of Land from Fisher & Frichtel Custom Homes, LLC, at 6101 Ozark Way from “AG” Agricultural Zoning District to “RS1/2” Single Residential Zoning District and Amending the Zoning District Map of the City of Weldon Spring, Missouri, Municipal Code and Matters Relating Thereto: Alderman Conley moved to introduce Bill #1228 for its first reading by title only. Alderman Baker seconded the motion and the **motion carried**.

Alderman Baker wants the record to reflect that the adjacent properties to subject property is zoned half (½) acre lots and one (1) acre lots. He added that the golf course property and the zoning change request are separate issues. Alderman Baker stated that the applicant made changes to the proposed development based upon feedback from City staff and residents.

Alderman Kolb talked about the sizes of the surrounding lots. A discussion about the difference between land use zoning and lot sizes between the Board took place.

Alderman Yeager asked Steve Lauer (City Planner) if the proposed development would have half of the number of lots if the Board insisted on one (1) acre lots. Mr. Lauer stated not exactly because other variables of the Zoning Ordinance would have to be looked at.

Bill #1228 was tabled in accordance with City Code.

The Preliminary Plat for Persimmon Trace: This was just informational because the Planning & Zoning Commission approved the preliminary plat on August 5, 2024.

An Ordinance Granting a Conditional Use Permit for Forty Nine Fifty, LLC, to Allow A Warehouse (Distribution Center) in the “HTO” High-Technology Office Zoning District on A Certain Tract of Land Located at 450 Technology Drive in the City of Weldon Spring, Missouri: This item was removed from the agenda at the owner’s and developer’s request.

An Ordinance Approving the Recommended Major Site Plan for a Warehouse (Distribution Center) at 450 Technology Drive in the City of Weldon Spring, Missouri, and Matters Relating Thereto: This item was removed from the agenda at the owner’s and developer’s request.

Bill #1229 – An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to execute an Amended Agreement for Road Maintenance & Repair with St. Charles County, Missouri, and Matters Relating Thereto: Alderman Kolb moved to introduce Bill #1229 for its first reading by title only. Alderman Yeager seconded the motion and the motion carried.

Bill #1229 was tabled in accordance with City Code.

REPORTS AND COMMITTEES:

Public Safety Report: There was no report given.

City Attorney Report: There was no report given.

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

Alderman Baker made a motion to authorize the City to spend up to \$149,000 on the improvements for City Hall based on the plumbing, HVAC, and electrical estimates that the City Administrator provided in his report. The motion died due to a lack of a second

to the motion.

RECEIPTS & COMMUNICATIONS:

There was a brief discussion about code enforcement issues around the City and the future of pedestrian crosswalks on Weldon Spring Parkway and Siedentop Road.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:18 PM, seconded by Alderman Martiszus. **Motion carried with 5 ayes.**

Respectfully submitted,

William C. Hanks, City Clerk

**PAID BILLS TO BE APPROVED
AUG 2, 2024 -- AUG 15, 2024**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
22ND DAY OF AUG 2024 _____, MAYOR

CLAIMS REPORT:08/15/2024

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
AMEREN MISSOURI	TRAFFIC CAMERAS 06/12-07/15/24	\$19.74	10240314	8/2/2024
ANDREW JOHNS	MILEAGE/REIMBURSEMENTS	\$12.06	10240319	8/12/2024
ANIMAL CARE SERVICE INC	REMOVAL DECEASED DEER *3	\$250.00	10240322	8/13/2024
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING AUG24	\$240.00	10240315	8/2/2024
CENTRAL BANK OF ST LOUIS	BANK SERVICE CHARGE	\$235.80	10240320	8/9/2024
DELL TECHNOLOGIES	COMPUTER FOR DON AND MITCHELL	\$2,460.00	16884	8/9/2024
DON STOLBERG	MILEAGE	\$82.67	10240325	8/15/2024
DOUGLAS R SMITH	MUNI COURT PA JULY 24	\$650.00	9896	8/2/2024
KANSAS CITY LIFE INS CO	GROUP LIFE INS 08/01/24	\$242.50	10240316	8/5/2024
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET 06/25-07/24	\$449.95	10240317	8/5/2024
PETTY CASH REIMB	SLACMA, GFOA, & MCCFOA LUNCH	\$201.26	16882	8/8/2024
QUADIENT FINANCE USA, INC	POSTAGE FOR METER	\$500.00	9897	8/13/2024
REPUBLIC SERVICES	TRASH SERVICE AUG24	\$153.33	10240321	8/5/2024
SCC GOVT - FINANCE DEPT	ANNUAL CONTRACTS Q3 JULY-SEPT	\$59,242.50	16881	8/5/2024
SURECUT LAWN CARE ACQUISITIONS	ROW MOWING JULY 2024	\$2,179.00	9898	8/13/2024
ULINE	PAPER TOWELS	\$112.70	10240323	8/13/2024
WEX BANK	FLEET GAS CARD JULY 2024	\$495.42	10240324	8/13/2024
WILLIAM C HANKS	EXPENSE REIMB	\$132.53	10240318	8/12/2024
Accounts Payable Total		\$67,659.46		



CITY OF WELDON SPRING

5401 Independence Road
Weldon Spring, MO 63304
phone: (636) 441-2110
fax: (636) 441-8495
www.weldonspring.org

STAFF REPORT

To: Planning & Zoning Commission **Date:** 07/30/24
From: Steve Lauer, City Planner
Subject: 6101 Ozark Way Rezoning Request
Cc: Mayor Don Licklider, City Administrator Don Stolberg, City Clerk Bill Hanks, City Engineer Bill Schnell & City Attorney Bob Wohler

BACKGROUND:

Application Number: RZ-2024-01
Property Address: 6101 Ozark Way
Property Owner: BPD Co. I, LLC
Applicant: Fischer & Frichtel Custom Homes, LLC
Current Zoning: AG, Agricultural District
Current Use: Kennel (Bark Central Kennel & Pet Resort)
Proposed Zoning: RS-1 /2, Single-Family Residential District,
twenty thousand (20,000) square foot minimum lot size
Proposed Use: Single-Family Residential Subdivision containing thirteen (13) lots
2015 Comprehensive Plan: Low Density Residential (Single Family)
Rezoning Area: 9.548 acres

6101 Ozark Way Rezoning Request – Staff Report

Location: 6101 Ozark Way; located on the north side of Ozark Way approximately 1,000 feet west of O'Fallon Road.

**Adjacent Land Uses
& Zoning:**

Direction	Zoning	Current Land Use
North	R-1 O'Fallon	Single-Family Residences
South	RS-1/2	Single-Family Residences
East	RS-1/2	Single-Family Residences
West	RS-1	Persimmon Woods Golf Club

Public Service: School District – Francis Howell School District
Fire District – Cottleville Fire Protection District

Utilities: Water – Missouri American Water Company
Sewer – Duckett Creek Sanitary District
Electric – Ameren Missouri
Gas – Spire

CONTENT:

The applicant requests that the City of Weldon Spring amend its Zoning Map at 6101 Ozark Way from AG, Agricultural District to RS-1/2, Single-Family Residential District. This request is in conjunction with the Major Subdivision Preliminary Plat Persimmon Trace, a thirteen (13) lot, 9.548-acre subdivision. Both the rezoning application and the preliminary plat will be heard at the Public Hearing of the Planning & Zoning Commission meeting on August 5, 2024.

The Conceptual/Sketch Plan submittal for Persimmon Trace contained nineteen (19) villa lots under the PR, Planned Residential District and was reviewed on April 16, 2024. At that meeting much of the concern that was expressed was about the smaller lots and overall higher density of the project. The developer is now requesting a different zoning district (RS-1/2, Single Family Residential) with larger lots and a reduced density of thirteen (13) single family residential lots.

The following is a review of this application for compliance with the conditions, policies and standards applicable to the future land use category in which the proposed development is located. All rezoning applications are reviewed for consistency with the City's 2015 Comprehensive Plan and Zoning Ordinance. The Future Land Use Map, Future Land Use Matrix and supporting text of the 2015 Comprehensive Plan must be considered when making decisions regarding zoning changes.

6101 Ozark Way Rezoning Request – Staff Report

The subject parcel is zoned AG, Agricultural as the kennel was first permitted by the County and existed at the time the property was annexed into the City in 1991. Under the AG district in the City, a kennel is a permitted use. Under the current zoning district with a five (5) acre minimum lot size only one single-family residence could be constructed on the parcel. The proposed rezoning to RS-1/2 would reduce the minimum lot size from five (5) acres to twenty thousand (20,000) square feet in size. Any development of the site of more than two (2) lots would require a Major Subdivision plat be submitted to the City.

The Persimmon Trace Major Subdivision Preliminary Plat has been submitted for consideration by the Planning & Zoning Commission contingent upon the rezoning to RS-1/2 being approved by the City. This development would necessitate the closing and removal of the kennel to be replaced with thirteen lots being at least twenty thousand (20,000) square feet in size on a loop street that meets City codes. The site is served by both public water and sewer from the Missouri American Water Company and the Duckett Creek Sanitary District.

AERIAL VIEW:



SURROUNDING ZONING MAP:

The proposed development is primarily surrounded by single-family residential developments. To the east and south of the parcel are the Ozark Meadows and Osage Park subdivisions in the City of Weldon Spring. Both subdivisions are zoned RS-1/2 however they both have lot sizes which are larger than twenty thousand (20,000) square feet in size. The minimum lot size in the Ozark Meadows subdivision is one (1) acre and in Osage Park, it is one and sixty one hundreds (1.61) acre in size. To the north is the Hidden Creek subdivision in the City of O'Fallon. This development is zoned R-1, Single-Family Residential and the adjacent lot sizes are at a minimum of ten thousand (10,000) square feet. The adjacent lots in Hidden Creek subdivision range in size from fourteen thousand three hundred and seventy-five (14,375) square feet to twenty-six thousand five hundred and seventy-two (26, 572) square feet. The parcel to the west is currently zoned RS-1 in the City. The site is currently under a long-term lease for the existing golf club, Persimmon Woods. Under the current City zoning this property could also be developed into a residential subdivision with one (1) acre minimum lot size in the event the golf club ceases operation on the site.

COMPREHENSIVE PLAN - FUTURE LAND USE MAP and MATRIX:

The Existing Land Use Map in the 2015 Comprehensive Plan Update for the City of Weldon Spring depicts the current use of the parcel at 6101 Ozark Way as being commercial. The Future Land Use Map depicts the future use as low density residential (single family). Under the Future Land Use Matrix, the following zoning districts would be recommended, PR, Planned Residential and the single-family residential districts of RS-3, RS-2, RS-1 and RS-1/2. These minimum lot sizes would range from three (3) acres down to twenty thousand (20,000) square feet depending on zoning with one acre being desired.

Areas designated Single Family should have access to infrastructure such as paved roads and connections to public utilities. Single Family residential areas are intended for subdivisions containing a minimum lot size of twenty thousand (20,000) square feet up to three acres depending on the official zoning district. Measures should be taken to preserve the natural character of the land and accommodate pedestrian and bike infrastructure. The cost to extend and improve utilities and roads should be paid by the developer and installed prior to the occupancy of the new homes. Homeownership is encouraged. A traditional subdivision is permitted in the RS-1/2, Single-family Residential zoning district.

Future single family development is recommended adjacent to existing single-family neighborhoods whenever possible to minimize costs associated with providing services to new residential areas, avoid incompatible mixes of land use and preserve the City's natural woodlands and open space. The following restorative development option is recommended to help stabilize, diversify, and expand the City's housing stock: The development of vacant parcels (there are no residences on the site) within existing neighborhoods with new residential infill.

The Future Land Use Map in the 2015 City of Weldon Spring Comprehensive Plan Update provides a land use framework for future development within the City. The Future Land Use Map recommends Single-Family Residential of which the RS-1/2 District is a listed use. The RS-1/2 district is consistent with most of the surrounding zoning districts. The twenty thousand (20,000) square foot lot sizes should present no adverse land use impacts to the larger neighboring lot sizes. The proposed zoning map amendment is consistent with the 2015 City Comprehensive Plan.

STAFF RECOMMENDATION:

City staff recommends approval of this application as it is consistent with the 2015 Weldon Spring, Missouri, Comprehensive Plan Update.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE REZONING REQUEST ON A
PARCEL OF LAND FROM FISCHER & FRICHTEL CUSTOM HOMES, LLC, AT 6101
OZARK WAY FROM “AG” AGRICULTURAL ZONING DISTRICT TO “RS ½” SINGLE
RESIDENTIAL ZONING DISTRICT AND AMENDING THE ZONING DISTRICT MAP OF
THE CITY OF WELDON SPRING, MISSOURI, AND MATTERS RELATING THERETO

WHEREAS, BPD Co. I, LLC, are the owners of a tract of land (9.548 acres) located on
6101 Ozark Way as described in the attached “Exhibit A”; and

WHEREAS, Fisher & Frichtel Custom Homes, LLC, has pending real estate contract on
6101 Ozark Way; and

WHEREAS, Fisher & Frichtel Custom Homes, LLC, has formally submitted an
application to the City of Weldon Spring, Missouri, on July 8, 2024; and

WHEREAS, the land proposed for rezoning is currently zoned “AG” Agricultural under
the City of Weldon Spring Municipal Code; and

WHEREAS, the applicant has requested said parcel be rezoned to “RS1/2” Single
Family Residential; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a
public hearing on August 5, 2024, and the Board of Aldermen held a public hearing on August 8,
2024, on the Rezoning Application.

**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 has received and reviewed the Planning &
Zoning Commission’s Report and Recommendation on said application. The report
recommends that the application be approved. The land proposed for rezoning is
described in the attached **Exhibit “A”**, which is incorporated into the body of the
Ordinance as it fully printed herein.

SECTION 2: Pursuant to the provisions of Section 405.470 of the Code of the City of
Weldon Spring, Missouri, as amended, the real estate described in the attached **Exhibit
“A”** is hereby rezoned to RS1/2” Single Family Residential.

SECTION 3: 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 _____ 2024.*

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 AUTHORIZING THE MAYOR OF THE CITY
OF WELDON SPRING, MISSOURI, TO EXECUTE AN UPDATED
AGREEMENT FOR ROAD MAINTENANCE & REPAIR WITH
ST. CHARLES COUNTY, MISSOURI, & MATTERS RELATING THERETO

WHEREAS, the City of Weldon Spring has a duty to maintain its public roads, streets, and right-of-ways; and

WHEREAS, the City of Weldon Spring desires to contract with St. Charles County to perform certain maintenance work as specified herein; and

WHEREAS, Section 70.220 R.S. MO. authorizes intergovernmental agreements;

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

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

SECTION 1: That the Board of Aldermen of the City of Weldon Spring, Missouri, hereby agrees that the 2022 Agreement with St. Charles County is hereby superseded with the execution of the 2024 amended agreement with St. Charles County for road maintenance and repair, which is attached hereto as "Exhibit A."

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 _____ 2024.

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: _____

**AGREEMENT FOR
ROAD MAINTENANCE AND REPAIR**

This Agreement is entered into as of the _____ day of _____, 20____, between ST. CHARLES COUNTY, MISSOURI (hereinafter referred to as "County"), and the CITY OF _____, MISSOURI (hereinafter referred to as "Municipality").

WHEREAS, the County, on behalf of the Municipality, collects Special Road and Bridge Fund taxes pursuant to Article X, Section 12 (a) of the Constitution of Missouri and Section 137.555, RSMo., as amended; and

WHEREAS, the County and Municipality agree that fifty percent (50%) of the revenue received from the Special Road and Bridge Tax levied upon certain property situated within the boundaries of the Municipality shall be utilized for the repair and improvement of existing roads, streets and bridges within the boundaries of the Municipality; and

WHEREAS, the Municipality has a duty to maintain its public roads, streets and rights-of-way; and

WHEREAS, the County offers to perform certain maintenance services for the Municipality so long as the Municipality's population remains below 6,000 residents based on data from the United States Census Bureau, the Missouri Census Data Center, or similar government demographer; and

WHEREAS, the Municipality, having met the population restriction above, desires to contract with the County to perform these maintenance services as specified herein; and

WHEREAS, Section 70.220, RSMo., authorizes intergovernmental agreements; and

WHEREAS, the Parties entered into an Agreement for Road Maintenance and Repair on December 20, 2022; and

WHEREAS, the Parties now desire to amend the 2022 Agreement;

NOW, THEREFORE, the parties do hereby agree as follows:

Services and Cost Assessment

1. Budget for Services.

(a) In General.

By January 1 of each year, the County and the Municipality shall agree upon an estimate of the annual amount of the proceeds Municipality would otherwise have been entitled to receive from taxes levied during the term of this Agreement and any extensions thereof upon property within the Municipality for the County's Road and Bridge Fund, which is funded by tax revenues collected pursuant to

Article X, Section 12 (a) of the Constitution of Missouri and Section 137.555 RSMo., as amended. This amount shall be referred to herein as the “Estimated Services Budget.” If the County and the Municipality are unable to agree upon an Estimated Services Budget by August 1, then the Estimated Services Budget shall be the amount for the preceding year of the actual proceeds Municipality would otherwise have been entitled to receive from taxes levied upon property within the Municipality for the County’s Road and Bridge Fund, along with any adjustment resulting from the annual reconciliation described in Section 6 below.

(b) Option for using additional funds.

The Municipality shall have the option each year of designating additional funds to apply to the determination of the amount of the Estimated Services Budget. These additional funds may be used for Contract Work only (as defined in Section 5(b)(5)). If the Municipality utilizes that option, then the Municipality shall pay the County the amount of the additional funds over four equal installments payable on January 1, April 1, July 1 and October 1 for the year in which the additional funds are to apply. This designation of additional funds must be completed by July 1 of the previous year as part of the establishment of the Estimated Services Budget.

2. **Cost of Services.** Attachment A provides an itemized list of unit costs and/or fixed costs for services the County typically provides for the repair, maintenance, construction or reconstruction of public roads, streets and rights-of-way. The costs shall be based upon the most recent available actual average bid prices for similar work for concrete slab replacement, asphalt overlay work, and crack sealing. The costs for other common work, including general maintenance, will be determined each year by the County based on its determination of its actual costs incurred in performing such work. The County shall provide the Municipality with an update of Attachment A by May 1 of each year and such updated costs shall apply immediately and remain in effect until April 30 of the following year. Work that does not fall into one of the categories above will be performed on a time and material basis. Costs for time and material work will be calculated as the sum of the following: Equipment- using reimbursement rates for the use of the same or substantially similar equipment as established by the Federal Emergency Management Agency and in effect at the time work was performed; Personnel – using the hourly pay rate for any employee who participated in the work (including overtime if emergency repairs are required after hours); Material- using actual material costs; Specialty Equipment (equipment not included within the FEMA reimbursement rates) – will be charged an hourly rate of \$25 for every \$50,000 of original purchase price (Example: \$200,000 purchase price = \$100/hr); Administrative Services – 1.5% of subtotal repair cost to account for material bidding services and tracking of time and material invoices. Time will be charged in 0.5-hour increments.
3. **Authorized Location of Services.** The County shall provide the City with a current list of County maintained Municipal streets effective the date of this agreement as Attachment B. The Municipality shall review Attachment B, selecting what type of services the County is to perform and return it with the signed agreement. The Municipality is responsible for

providing the County an updated Attachment B, with selected services, at least once per year on May 1. The Municipality may update Attachment B as needed; however, any addition or deletion of a street must be accompanied by the pertinent City ordinance and no street shall be added or removed from this service agreement without an updated Attachment B from the Municipality.

4. **Request for Services.** The Municipality shall provide the County each year with a list of requested repairs, maintenance, construction or reconstruction of public roads, streets, and/or rights-of-way within the Municipality that reflects a total cost amount not in excess of the Estimated Services Budget. This list must be provided by August 1 for Scheduled Maintenance work for the next calendar year. The Municipality may request the assistance of the County in compiling such requests, and the County agrees to provide such assistance as is reasonably available, however the ultimate decision on which services to request lies with the Municipality.

5. **Provision of Services.**

- (a) In General.

The County shall provide the services requested by the Municipality and track its costs in accordance with the categories of services identified below and the corresponding costs set forth in Attachment A or based on time and material as specified above, and assess the costs incurred against the Estimated Services Budget or, if an adjustment has occurred pursuant to Section 6 of this Agreement, the Adjusted Services Budget. Notwithstanding any other provision of this Agreement, the County shall have no obligation to provide services that will result in the County's incurring costs in excess of the Estimated Services Budget or, if an adjustment has occurred pursuant to Section 6 of this Agreement, the Adjusted Services Budget. The County may, however, incur excess costs at its own discretion in which event such excess costs shall be recouped in accordance with the provisions of Section 6 below; however, the County shall not incur costs in excess of twenty percent (20%) of the current year's Estimated Services Budget or, if an adjustment has occurred, the Adjusted Services Budget, without the written consent of the Municipality.

- (b) Categories of Services.

(1) General maintenance: The County shall provide general maintenance for all streets specified in Attachment B, at a flat rate per mile established each year, as shown in Attachment A. General maintenance will include pothole patching (limited to an area no larger than two feet (2') by two feet (2') in size), trash pickup once per year on rural roads to be mowed, mowing of rural roads twice per year, washing and sealing bridges not more than once per year, and emergency response for debris removal or flooding. The County shall not be obligated to mow along any subdivision streets. All roadways that will receive these general services shall be identified in Attachment B by the Municipality.

(2) **Scheduled Maintenance:** The Municipality shall request Scheduled Maintenance services, as defined herein, in accordance with Section 4 above, and the County shall make all reasonable efforts to provide such services subject to the limitations set forth herein. This work will consist of the following types of scheduled maintenance: concrete slab replacement, asphalt overlays, curb replacement, sidewalk replacement, curb ramp replacement or construction, replacement of culvert pipes or storm sewers, mowing along urban arterial roads twice per month, striping, sign installation, or the total reconstruction of a roadway. Such work must be requested by August 1 for scheduling work the next calendar year. The County shall have the discretion to deny work if sufficient staff is not available and determine when during the calendar year the Scheduled Maintenance will be performed, but agrees to confer with the Municipality regarding any specific timing needs.

(3) **Unscheduled repairs (work orders and emergencies):** The Municipality may request work during the year that was not scheduled but is required due to changing conditions. This work will consist of the following types of unscheduled work: concrete slab, curb or sidewalk replacement, repair of holes or soft spots in asphalt roadways that are larger than two feet (2') by two feet (2') in size, replacement of a failed culvert, flushing culverts, street creep repairs, street sweeping, new sign installation, sign replacement, or other unscheduled maintenance work. Work will be requested by the Municipality by submitting a work order request to the County Highway Department office. The County will investigate the work order within 10 business days and either make the repair or provide the Municipality with a plan for performing the corrective work along with a timeframe. The total value of Unscheduled Repairs must not exceed \$15,000.00 per year without prior approval from the County.

(4) **Winter Response:** The County shall provide winter response services for all streets specified in Attachment B as of October 31 of each year. Winter response shall be assessed at a flat rate per centerline mile established each year, as shown in Attachment A. Winter response shall include pre-treatment, de-icing, and snow plowing services. All winter response services for the Municipality shall be performed in conjunction with winter response for County owned roads. No work shall be performed solely for the benefit of the County or Municipality. Timing of services, material application rates, and response routes shall be at the discretion of the County in order to maximize efficiency and minimize costs to both parties.

(5) **Contract Work:** The Municipality may request additional scheduled maintenance work, whose costs exceed the annual Estimated Services Budget, if the type of work consists of Contract Work, as defined herein. The term "Contract Work" shall mean: concrete slab replacement, asphalt overlays, curb replacement, sidewalk replacement, curb ramp replacement or construction, or the total reconstruction of a roadway. Such work must be requested by August 1 for scheduling work the next calendar year. Payment for the Contract Work shall be made in accordance with Section 1. If the Contract Work is to be paid for, or the costs therefore reimbursed, in whole or in part by a state or federal grant, then the

Municipality shall be responsible for any required matching funds. At the County's discretion, should the Contract Work exceed the County's ability to provide adequate construction inspection services, the Municipality will be responsible for providing inspection services for those portions of a contract involving municipal streets. Contract Work shall be subject to an additional payment to the County equivalent to 1.5% of the Municipality's Contract Work amount. This additional payment will help offset the administrative costs borne by the County during performance of bidding services. Furthermore, the County shall have the discretion to deny any request for Contract Work if the County determines it does not have sufficient staff or other resources available to administer the requested work. The combined total value of Contract Work and Scheduled Maintenance (as described in Section 5(b)(2)) shall not exceed \$400,000.00.

(c) Cost Reporting.

The County shall provide the Municipality with a quarterly accounting of the services provided and the costs incurred no later than one (1) month following the conclusion of each quarter. The parties may then confer to determine whether to make any adjustments to the requested work for the remainder of the year. The accounting for the general maintenance and winter response services shall be based on the streets selected and annual flat rates applicable thereto, assessed quarterly on January 1, April 1, July 1, and October 1. For all work that is not performed on a time and materials basis, the costs reflected in Attachment A shall be used; any costs incurred by the County in excess of the costs for such work reflected in Attachment A shall be borne by County, and any savings realized shall be retained by the County. For all work that is performed on a time and materials basis, the costs shall be calculated as stipulated in Section 2.

6. **Annual Reconciliation.** After the conclusion of each year this Agreement is in effect, the County shall reconcile the actual costs of the services provided as reflected in the quarterly accountings to the Municipality with the actual revenue that the Municipality would otherwise have received from taxes levied upon property within the Municipality for the County's Road and Bridge Fund. Any difference between such actual revenue and such actual costs shall be applied to the Estimated Services Budget for the next year as an adjustment, yielding an amount that shall be referred to herein as the "Adjusted Services Budget" for said year; unless the remaining costs exceed the Estimated Services Budget by 10% or more, at which time the County may request a final yearly payment due in December. The parties acknowledge that the information necessary to complete such reconciliation may not be available until several months into the new calendar year. When the Adjusted Services Budget is determined, the parties shall confer to determine whether to make any adjustments to the requested work for the remainder of the year to account for the adjustment in budget amount.
7. **Final Reconciliation Upon Termination.** At the time of termination of this Agreement, any outstanding difference between such actual costs and such actual revenue shall be accounted for and paid. This final reconciliation shall be performed by the County and submitted to the Municipality. If such actual costs have exceeded such actual revenues, then the Municipality shall pay the amount of the difference to the County within ninety

(90) days of such submission. If such actual revenues have exceeded such actual costs, then the County shall pay the amount of the difference to the Municipality within ninety (90) days of such submission.

8. **Cost and Revenue Calculations.** The County shall be responsible for calculating all amounts of revenue and costs contemplated in this Agreement. The Municipality shall be entitled to review all data and calculations utilized by the County in determining such amounts. If the County has actual cost data to rely upon for the use of its vehicles and other equipment (normally these costs are only available for rented equipment) those costs will be used, but if not, then the County shall be entitled to use reimbursement rates for the use of the same or substantially similar equipment as established by the Federal Emergency Management Agency and in effect at the time. If substantially similar equipment as established by the Federal Emergency Management Agency is not available, costs shall be calculated as "Specialty Equipment" as outlined in Section 2 above. In the event of any dispute over calculations of revenue or costs pursuant to this Agreement, the parties agree to meet and confer to attempt to resolve such dispute, however the County's determination made after such meeting shall be controlling.

Compensation

9. In consideration of the County meeting the obligations of this Agreement, and subject to the right of the Municipality to a refund pursuant to Section 7 of this Agreement, the Municipality waives its rights to refunds of taxes levied during the term of this Agreement and any extensions thereof upon property within the Municipality for the County's Road and Bridge Fund pursuant to Article X, Section 12 (a) of the Constitution of Missouri and Section 137.555, RSMo., as amended. The Municipality may further opt to contribute additional compensation as set forth in Section 1 (b) for the purpose of receiving additional services.

General Terms

10. The County shall perform these services as an independent contractor of the City. The County shall have the discretion to determine the appropriate methods to accomplish necessary repairs and maintenance, but shall utilize the same standards as it uses for the repair and maintenance of the County's public roads, streets, and rights-of-way.
11. The Municipality recognizes that its duty to inspect its roads, streets and/or rights-of-way is nondelegable, and the County shall not assume any such duty by operation of this Agreement. Upon the County's receipt of written notice from the Municipality of any specific defect or unsafe condition in a road, street, or right-of-way subject to this agreement that requires repair or maintenance, the County shall perform repair or maintenance work to remedy such condition within a period of time that is reasonable under the circumstances and in consideration of the staff available, with the cost of such work to be tracked and assessed against the Estimated or Adjusted Services Budget. If the County receives notice of a defect or unsafe condition in a road, street, or right-of-way belonging to the Municipality from another source, the County shall direct such source to report the defect or unsafe condition to the Municipality or otherwise notify the Municipality.

12. Notwithstanding any other terms of this Agreement, nothing herein shall limit the Municipality's right to apply for road improvement project funding from the proceeds of the St. Charles County transportation sales tax or any other source.
13. All improvements that are constructed after the date of this Agreement and that are to be maintained by the Municipality (or by the County pursuant to this Agreement) must be constructed to standards satisfactory to the St. Charles County Highway Department. Any improvement constructed to meet or exceed the standards listed in the "St. Charles County Highway Department Design Criteria for the Preparation of Improvement Plans" (kept on file in the Highway Department), or other standards incorporated by reference therein, shall be considered satisfactory. The Municipality shall provide the County with construction plans, inspection reports, and other documentation or information requested by the County that is reasonably necessary to evaluate the design and construction of any improvement submitted for maintenance by the County pursuant to this Agreement.

Other Services

14. Upon written request from the Municipality, the County shall issue special use permits on behalf of the Municipality for work in the Municipality's rights-of-way in the same manner as the County issues special use permits for work in the County's rights-of-way pursuant to Section 229.300, *et seq.*, RSMo., as amended. Any fees collected from applicants for permits issued by the County on behalf of the Municipality shall be retained by the County, and no costs for the issuance of such permits shall be assessed against the Municipality.
15. This Agreement shall not affect any contracts for services between the County and the Municipality not related to road maintenance and repair. Nothing in this Agreement shall obligate the County to perform review of development or improvement plans, inspection of improvements under construction or existing improvements, or other development review services for the Municipality. The County may provide such services to the Municipality pursuant to a separate written agreement.

Limitations

16. This Agreement is not assignable by either party hereto.
17. The Municipality shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or which may hereinafter be put into force.

Duration and Renewal

18. The initial term of this Agreement shall begin on January 1, 2025 and expire on December 31, 2025, however, upon expiration of the initial term or any renewal term, this Agreement shall automatically renew for an additional one-year term unless a party gives written notice of termination to the other party at least sixty (60) days before expiration of the then-current term.
19. This Agreement may also be terminated by either party hereto at any time by giving at least sixty (60) days advance written notice to the other at the address shown below. If this contract is terminated such that the termination is effective before December 31 of any

year, the amount of tax subject to the Municipality's waiver of refund rights as set forth herein shall be prorated, and a final reconciliation and payment shall be made as specified in Section 7 above. 20. At such time the Municipality reaches a population of 6,000 residents or more based on data from the United States Census Bureau, the Missouri Census Data Center, or similar government demographer; automatic renewal of this agreement will cease, and the current agreement will expire on December 31st of the current year. Should automatic renewal of this agreement cease pursuant to this Section 20, the County will notify the Municipality as provided in Section 25 of the Agreement. The Municipality may request up to a one-year extension to this agreement which may be accepted or rejected by the County at its own discretion. However no more than one extension may be requested by a Municipality whose population meets or exceeds 6,000 residents.

Miscellaneous

21. The headings in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement.
22. If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement shall not be affected and shall continue in full force and effect. 23. No provision of this Agreement shall be construed against or interpreted to the disadvantage of a party by any court or other governmental authority by reason of such party having or being deemed to have structured or dictated such provision.
24. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all previous agreements relating to repair and maintenance of the Municipality's roads by the County. There are no contemporaneous agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be modified only by a written instrument signed by each of the parties hereto.
25. Notices: All notices and other communications hereunder shall be in writing and shall be deemed to be duly given if (a) delivered in person or by commercial delivery service, or (b) if mailed by certified mail, with postage prepaid and return receipt requested, to the party at its address as set forth below:

To the Municipality:
Mayor
City of Weldon Spring
5401 Independence Road
Weldon Spring, MO 63304

To the County:
County Executive
St. Charles County
100 North Third Street
St. Charles, Missouri 63301

Signature Page to Follow

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement after duly obtaining authorization to enter into same from the governing body thereof in accordance with applicable law.

THE CITY OF WELDON SPRING

ST. CHARLES COUNTY, MISSOURI

By: _____
Mayor

By: _____
County Executive

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
County Registrar

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE BUDGET FOR FISCAL YEAR 2025 FOR THE
CITY OF WELDON SPRING, MISSOURI, AND MATTERS RELATING THERETO**

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

SECTION 1: That the budget for the fiscal year 2025, beginning October 1, 2024, and ending September 30, 2025, for the City of Weldon Spring, Missouri which is attached as Exhibit "A" hereto, is hereby adopted.

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 _____ 2024.***

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: _____

A	B	I	J	K	L	M	N	O
1	Exhibit A: FY 2025 Budget: Draft							
2	Chart 1.1 - Revenues:							
3								
4	Fund 10 General Fund							
5	Reoccurring Revenue Sources	\$ 569,351	\$ 578,262	\$ 721,402	\$ 708,861	\$ 768,093	8.4%	\$ 751,150
6	Grants/One-time Funding Sources	\$ 624,163	\$ 563,954	\$ 1,134,053	\$ -	\$ -	0.0%	\$ -
7	Total General Fund Revenue	\$ 1,193,514	\$ 1,142,216	\$ 1,855,455	\$ 708,861	\$ 768,093	8.4%	\$ 751,150
8								
9	Fund 20 Parks & Facilities Fund							
10	Reoccurring Revenue Sources	\$ 396,716	\$ 448,942	\$ 536,870	\$ 449,000	\$ 528,200	17.6%	\$ 537,500
11	Grants/One-time Funding Sources	\$ -	\$ 75,185	\$ -	\$ -	\$ -	0.0%	\$ -
12	Total Parks Fund Revenue	\$ 396,716	\$ 524,127	\$ 536,870	\$ 449,000	\$ 528,200	17.6%	\$ 537,500
13								
14	Fund 22 State Revenue Sharing Fund							
15	Reoccurring Revenue Sources	\$ 232,518	\$ 244,985	\$ 982,341	\$ 1,035,230	\$ 1,062,100	2.6%	\$ 1,164,420
16	Grants/One-time Funding Sources	\$ 159,013	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
17	Total State Rev. Sharing Fund Revenue	\$ 391,531	\$ 244,985	\$ 982,341	\$ 1,035,230	\$ 1,062,100	2.6%	\$ 1,164,420
18								
19	Fund 23 Road and Bridge Fund* Note this fund is shown for the full year of activities.							
20	Reoccurring Revenue Sources	\$ 205,803	\$ 242,255	\$ 558,550	\$ 249,130	\$ 249,760	0.3%	\$ 252,251
21	Grants/One-time Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
22	Total Road & Bridge Revenue	\$ 205,803	\$ 242,255	\$ 558,550	\$ 249,130	\$ 249,760	0.3%	\$ 252,251
23								
24	Fund 30: Sewer Operations & Maintenance							
25	Reoccurring Revenue Sources	\$ 5,817	\$ 21,542	\$ -	\$ -	\$ -	0.0%	\$ -
26	Grants/One-time Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
27	Total Sewer Fund Revenue	\$ 5,817	\$ 21,542	\$ -	\$ -	\$ -	0.0%	\$ -
28								
29	Total Revenues Across All Funds:	\$ 2,193,382	\$ 2,175,125	\$ 3,933,215	\$ 2,442,221	\$ 2,608,153	6.79%	\$ 2,705,321
30								
31								
32								

A	B	I	J	K	L	M	N	O
33	Chart 1.2 - Expenditures:							
34	Name	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 Year- End Est.	% Change:	FY 25 Budget
35	Fund 10 General Fund							
36	Operating Expenses	\$ 520,382	\$ 505,935	\$ 542,331	\$ 615,209	\$ 584,423	-5.0%	\$ 680,058
37	One-time Capital/Special Project Exp.	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
38	Total General Fund Expenditures	\$ 520,382	\$ 505,935	\$ 542,331	\$ 615,209	\$ 584,423	-5.0%	\$ 680,058
39								
40	Fund 20 Parks & Facilities Fund							
41	Operating Expenses	\$ 204,651	\$ 263,031	\$ 295,537	\$ 298,865	\$ 287,023	-4.0%	\$ 812,484
42	One-time Capital/Special Project Exp.	\$ 333,437	\$ 48,517	\$ 481,164	\$ 1,211,150	\$ 1,089,380	-10.1%	\$ -
43	Total Parks Fund Expenditures	\$ 538,088	\$ 311,548	\$ 776,701	\$ 1,510,015	\$ 1,376,403	-8.8%	\$ 812,484
44								
45	Fund 22 State Revenue Sharing Fund							
46	Operating Expenses	\$ 262,138	\$ 244,984	\$ 578,297	\$ 410,335	\$ 204,066	-50.3%	\$ 833,493
47	One-time Capital/Special Project Exp.	\$ 166,924	\$ 341,837	\$ -	\$ 405,000	\$ 1,000	-99.8%	\$ -
48	Total State Rev. Sharing Fund Expenditures	\$ 429,062	\$ 586,821	\$ 578,297	\$ 815,335	\$ 205,066	-74.8%	\$ 833,493
49								
50	Fund 23 Road and Bridge Fund* Note this fund is shown for the full year of activities.							
51	Operating Expenses	\$ 406,870	\$ 472,484	\$ 627,198	\$ 525,000	\$ 525,000	0.0%	\$ 569,500
52	One-time Capital/Special Project Exp.	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
53	Total Road & Bridge Expenditures	\$ 406,870	\$ 472,484	\$ 627,198	\$ 525,000	\$ 525,000	0.0%	\$ 569,500
54								
55	Fund 30: Sewer Operations & Maintenance							
56	Operating Expenses	\$ 5,124	\$ 32,365	\$ 10,246	\$ 4,600	\$ -	-100.0%	\$ -
57	One-time Capital/Special Project Exp.	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
58	Total Sewer Fund Expenditures	\$ 5,124	\$ 32,365	\$ 10,246	\$ 4,600	\$ -	-100.0%	\$ -
59								
60	Total Expenditures Across All Funds:	\$ 1,899,525	\$ 1,909,153	\$ 2,534,773	\$ 3,470,159	\$ 2,690,892	-22.5%	\$ 2,895,536
61								
62								
63	Note: The City's "Emergency" Reserve Policy Target for FY 2024 is \$1,139,095 among all major funds.							
64								

A	B	I	J	K	L	M	N	O
65	Chart 1.3 - Net Revenues Less Expenditures:							
66	Fund Name	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 Year-End Estimate	% Change	FY 25 Budget
67	Fund 10 General Fund	\$ 673,132.41	\$ 636,280.53	\$ 1,313,124.00	\$ 93,651.96	\$ 183,670.00	-96%	\$ 71,091.54
68	Fund 20 Parks & Facilities Fund	\$ (141,371.39)	\$ 212,579.17	\$ (239,831.11)	\$ (1,061,015.09)	\$ (848,202.70)	-20%	\$ (274,984.10)
69	Fund 22 State Revenue Sharing Fund	\$ (37,530.24)	\$ (341,835.94)	\$ 404,043.36	\$ 219,894.94	\$ 857,034.00	290%	\$ 330,926.92
70	Fund 23 Road and Bridge Fund	\$ (201,066.64)	\$ (230,228.84)	\$ (68,648.41)	\$ (275,240.00)	\$ (275,240.00)	0%	\$ (317,249.00)
71	Fund 30 Sewer	\$ 693.20	\$ (10,823.53)	\$ -	\$ -	\$ -	0%	\$ -
72	Total Net Revenues Less Expenditures	\$ 293,857.34	\$ 265,971.39	\$ 1,408,687.84	\$ (1,022,708.19)	\$ (82,738.70)	-92%	\$ (190,214.64)
73								
74	Chart 1.4 - Transfers from Fund Reserves:							
75	Fund Name	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 Year-End Estimate		FY 25 Budget
76	Fund 10 General Fund	\$ 673,132.41	\$ 636,280.53	\$ 1,313,124.00	\$ 93,651.96	\$ 183,670.00		\$ 71,091.54
77		\$ -	\$ -	\$ 1,134,052.79	\$ 6,661.00	\$ -		\$ -
78	Fund 20 Parks & Facilities Fund	\$ (141,371.39)	\$ 212,579.17	\$ (239,831.11)	\$ (1,061,015.09)	\$ (848,202.70)		\$ (274,984.10)
79		\$ 170,423.00	\$ -	\$ -	\$ -	\$ -		\$ -
80	Fund 22 State Revenue Sharing Fund	\$ (37,530.24)	\$ (341,835.94)	\$ 404,043.36	\$ 219,894.94	\$ 857,034.00		\$ 330,926.92
81		\$ 37,530.00	\$ 101,994.00	\$ -	\$ -	\$ -		\$ -
82	Fund 23 Road and Bridge Fund	\$ (201,066.64)	\$ (230,228.84)	\$ (68,648.41)	\$ (275,240.00)	\$ (275,240.00)		\$ (317,249.00)
83		\$ 201,067.00	\$ 251,679.00	\$ -	\$ 365,646.00	\$ 228,194.00		\$ -
84	Fund 30 Sewer	\$ 693.20	\$ (10,823.53)	\$ -	\$ -	\$ -		\$ -
85		\$ -	\$ 10,310.00	\$ -	\$ -	\$ 10,246.00		\$ -
86		\$ 702,877	\$ 629,954	\$ 2,542,741	\$ 751,217	\$ 1,178,016		\$ (190,214.64)
87								
88	Chart 1.5 - Audited Fiscal Year-End Fund Balances & Forecasted Year-End Fund Balances:							
89	Fund Name	FY 21 Fund Balances	FY 22 Fund Balances	FY 23 Fund Balances	FY 24 Beginning Balance	FY 24 YE Fund Bal. Estimate		FY 25 YE Fund Bal. Est.
90	Fund 10 General Fund	\$ 1,981,110	\$ 2,331,867	\$ 1,542,890	\$ 1,542,890	\$ 1,726,560		\$ 1,797,652
91	Fund 20 Parks & Facilities Fund	\$ 1,847,452	\$ 2,093,287	\$ 1,946,487	\$ 1,946,487	\$ 1,098,284		\$ 823,300
92	Fund 22 & 23 State Rev./Road & Bridge	\$ 38,511	\$ 46,490	\$ 356,125	\$ 356,125	\$ 937,919		\$ 951,597
93	Fund 30 Sewer	\$ 98,884	\$ 88,126	\$ 88,126	\$ 88,126	\$ 88,126		\$ 88,126
94	Totals:	\$ 3,965,957	\$ 4,559,770	\$ 3,933,628	\$ 3,933,628	\$ 3,850,889		\$ 3,660,675

Exhibit B: FY 2025 Budget Trends & Forecast

Chart 2.1 - Revenues:

Name	FY 18 Actual	FY 19 Actual	FY 20 Actual	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Year-End Estimate	FY 25 Budget
Fund 10 General Fund	630,097	654,158	689,838	1,193,514	1,142,216	1,855,455	768,093	751,150
Fund 20 Parks & Facilities Fund	362,218	552,476	396,782	396,716	524,127	536,870	528,200	537,500
Fund 22 State Rev. Sharing Fund	643,490	382,612	215,263	391,531	244,985	982,341	1,062,100	1,164,420
Fund 23 Road and Bridge Fund	200,785	199,673	211,211	205,803	242,255	558,550	249,760	252,251
Funds 30, 31 & 33 Sewer Funds	58,514	37,240	6,898	5,817	21,542	0	0	0
Total Revenues	1,895,104	1,826,159	1,519,991	2,193,382	2,175,125	3,933,215	2,608,153	2,705,321
% Change	-39%	-4%	-17%	44%	-1%	81%	20%	4%

Revenue Trends by Major Fund

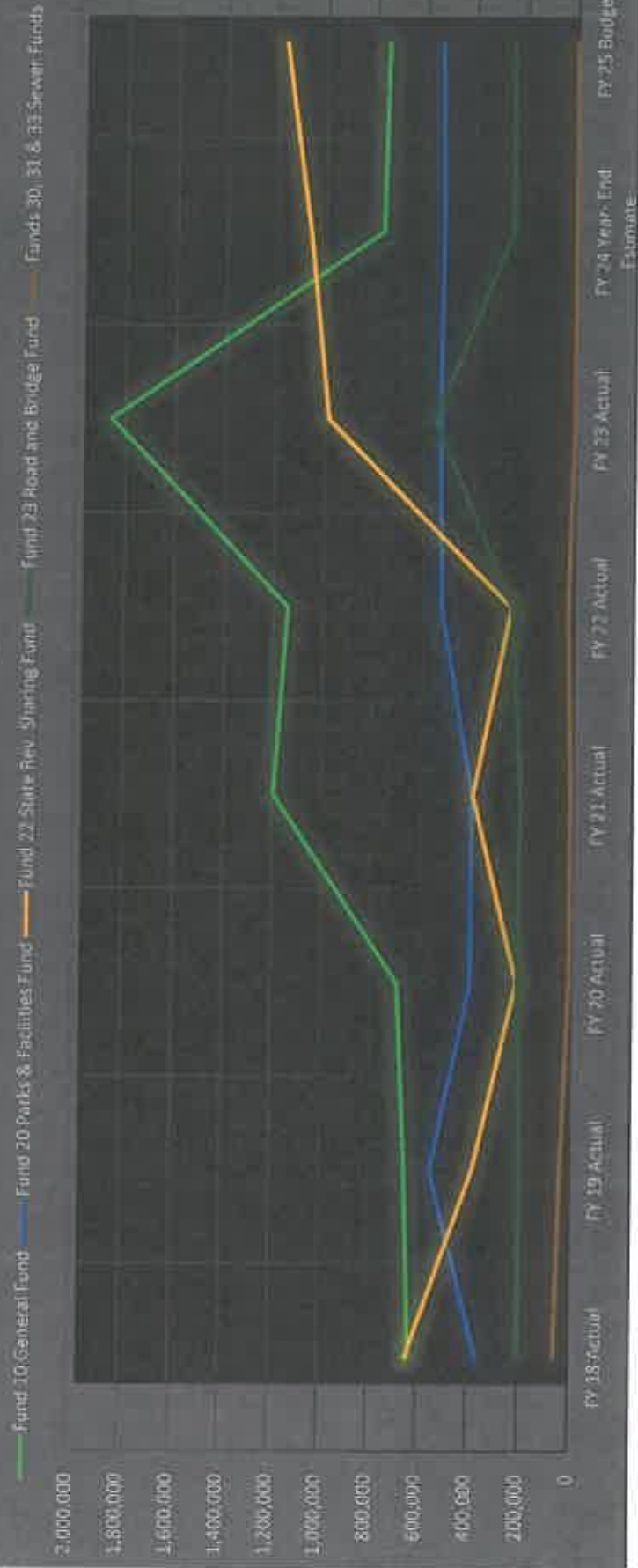
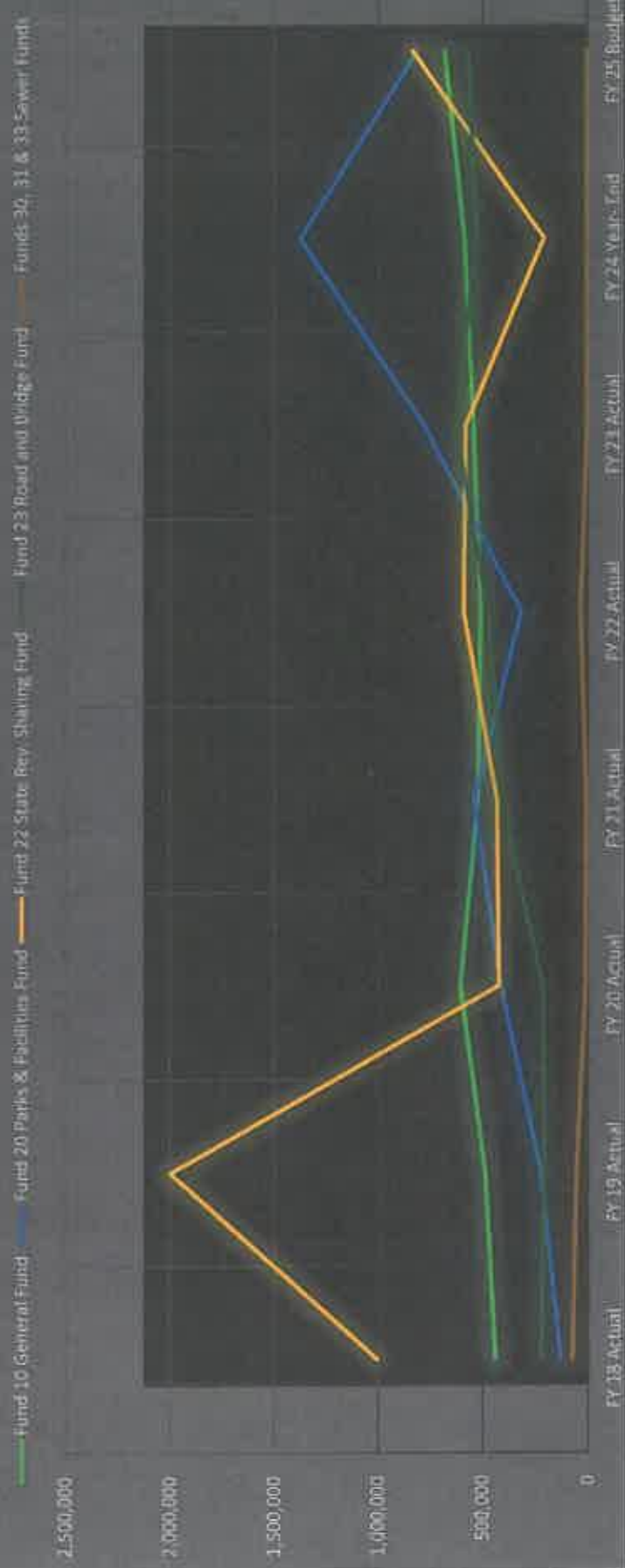


Chart 4.4 - Expenditures

Name	FY 18 Actual	FY 19 Actual	FY 20 Actual	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Year-End Estimate	FY 25 Budget
Fund 10 General Fund	436,676	485,097	604,405	520,382	505,935	542,331	584,423	680,058
Fund 20 Parks & Facilities Fund	127,872	221,317	409,920	538,088	311,548	776,701	1,376,403	812,484
Fund 22 State Rev. Sharing Fund	1,003,290	1,995,174	419,425	429,062	586,821	578,297	205,066	833,493
Fund 23 Road and Bridge Fund	222,292	206,036	213,723	406,870	472,484	627,198	525,000	569,500
Funds 30, 31 & 33 Sewer Funds	72,502	53,068	10,200	5,124	32,365	0	0	0
Total Expenditures	1,862,632	2,960,693	1,657,672	1,899,525	1,909,153	2,524,527	2,690,892	2,895,536
% Change	-35%	59%	-44%	15%	1%	32%	7%	8%

Expenditure Trends by Major Fund



Name	FY 18 Actual	FY 19 Actual	FY 20 Actual	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Year-End Estimate	FY 25 Budget
Fund 10 General Fund	193,420	169,061	85,433	673,132	636,281	1,313,124	183,670	71,092
Fund 20 Park Fund	234,347	331,158	(13,138)	(141,371)	212,579	(239,831)	(848,203)	(274,984)
Fund 22 State Rev. Sharing Fund	(359,800)	(1,612,563)	(204,162)	(37,530)	(341,836)	404,043	857,034	330,927
Fund 23 Road and Bridge Fund	(21,507)	(6,363)	(2,512)	(201,067)	(230,229)	(68,648)	(275,240)	(317,249)
Fund 30 Sewer Escrow	(13,988)	(15,828)	(3,302)	693	(10,824)	0	0	0
Total Revenues Less Expenditures	32,473	(1,134,535)	(137,681)	293,857	265,971	1,408,688	(82,739)	(190,215)

Net Revenues Less Expenditures - Trends by Major Fund



A	B	C	J	K	L	M	N	O	Q	R	S
1	Fund 10 General Fund										
3	Account Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	FY 24 Notes:	FY 25 Budget	FY 26 Notes:
4	Revenues										
5											
6	Franchise Fees-Charter	10-10-4801	61,038	64,812	63,961	67,000	40,465	63,000		62,500	
7	Franchise Fees-Cuivre Rive	10-10-4802	236,437	231,349	232,319	236,000	173,645	232,000		235,000	
8	Franchise Fees-Spire Gas	10-10-4803	77,908	84,487	90,798	84,500	76,545	85,000		87,500	
9	Franchise Fees-AmerenUE	10-10-4804	68,545	77,300	77,734	76,500	52,820	72,500		76,500	
10	Franchise Fees- CNP Energy SV	10-10-4805	7,823	1,333	-	500	-	-		-	
11	Franchise Fees-AT&T	10-10-4806	19,739	18,518	16,968	18,000	11,943	16,000		16,000	
12	Permits - Grading	10-10-4814	150	1,248	1,979	1,750	1,631	1,930		1,750	
13	Permits-Land Use	10-10-4815	14,382	14,988	13,500	13,500	6,150	9,500		10,000	
14	Permits-Fireworks	10-10-4816	20,000	20,000	20,000	20,000	20,000	20,000		20,000	
15	Permits-Planning and Zoning	10-10-4817	1,170	16,367	8,897	6,500	2,690	7,500		6,500	
16	Permits-Signs	10-10-4818	924	993	1,251	1,000	1,638	1,750		1,500	
17	Permits-Solicitors	10-10-4819	50	-	500	350	199	250		300	
18	Licenses-Business	10-10-4831	7,425	7,560	7,770	6,250	4,045	6,250		5,350	A
19	Licenses-Liquor	10-10-4832	7,973	7,425	7,875	7,500	8,625	8,625		8,500	
20	Interest	10-10-4901	4,125	9,870	114,680	17,500	5,169	7,000		7,500	
21	Interest CD/MOSIP	10-10-4905	-	-	-	104,761	110,017	130,000		130,000	
22	Eng/Project Invoice Reimbursement	10-10-4925	10,238	-	-	-	3,598	3,598		-	
23	Transfer IN -	10-10-4950	-	-	1,134,053						
24	Records/Plan requests	10-10-4951	-	-	-	250	-	-		-	
25	Miscellaneous	10-10-4952	190	267	6,135	2,500	8,041	8,250		5,000	
26	Court - Misc	10-16-4952	-	-	-	-	140	140		250	
27	Court Costs	10-16-4991	2,634	2,249	7,270	6,500	9,100	12,500		9,500	
28	Court Fines	10-16-4992	28,601	19,496	49,766	38,000	60,961	79,500		67,500	
31	Bond Forfeiture	10-16-4997	-	-	-	-	2,800	2,800		-	
33	ARPA Fed. Funding + Interest	13-13-4950	557,470	563,954							
34	Total Revenues		1,193,514	1,142,216	1,855,455	708,861	600,223	768,093		751,150	
35	% Change									-2.21%	

A	B	C	J	K	L	M	N	O	Q	R	S
1	Fund 10 General Fund										
3	Account Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	FY 24 Notes:	FY 25 Budget	FY 26 Notes:
36	Expenditures										
37	Government Salaries	10-10-5101	7,800	7,800	7,800	7,800	5,850	7,800		7,800	
38	Staff Wages	10-10-5103	249,530	259,621	264,183	288,270	205,936	274,582		302,302	
39	Court Admin Staff Salaries	10-10-5104	35,477	25,200	-	-	-	-		-	
40	Temporary Services	10-10-5110	-	-	-	-	19,786	-		-	
42	FICA	10-10-5123	21,542	20,573	20,276	22,649	17,120	22,827		23,723	
44	Unemployment Taxes	10-10-5126	234	240	57	287	-	-		275	
45	LAGERS Retirement	10-10-5127	16,015	12,867	14,321	14,791	9,179	14,714		14,981	
46	Dental Insurance Benefits	10-10-5130	3,140	2,905	3,067	4,010	2,159	2,900		4,411	
47	Life Ins. Benefits	10-10-5131	1,930	1,920	2,638	3,173	2,375	3,166		3,173	
48	Health Ins. Benefit (Group Plan)	10-10-5132	30,110	33,323	44,261	58,338	34,335	52,800		64,172	
49	Vision Insurance Benefits	10-10-5133	-	-	-	-	154	270		614	
50	Medicare Stipend	10-10-5134	2,250	2,500	4,200	4,200	2,625	3,500		2,100	
51	City Officials Appreciation	10-10-5135	-	-	-	1,000	-	-		1,000	
52	Meals and Travel	10-10-5201	2,055	2,712	5,761	6,000	3,779	5,200		6,500	
53	Mileage	10-10-5202	1,575	2,468	2,995	3,000	2,363	3,150		3,500	
54	Training and Education	10-10-5203	2,823	2,462	3,595	4,500	5,605	5,605		4,500	
55	Dues and Subscriptions	10-10-5204	1,889	2,592	2,709	3,600	3,017	3,600		3,600	
56	Mayor's Discretionary	10-10-5205	78	34	377	500	407	500		500	
57	Insurance-Property	10-10-5206	4,472	4,736	4,364	5,150	5,995	5,995		6,295	
58	Insurance-Liability	10-10-5207	16,060	11,310	11,539	12,000	11,325	11,325		12,000	
59	Insurance-Bonding	10-10-5208	886	938	938	1,000	1,102	1,102		1,000	
60	Economic Development	10-10-5209	5,000	5,000	5,000	6,000	6,000	6,000		6,000	
61	Website Design and Hosting	10-10-5210	6,663	3,219	3,239	3,350	2,435	3,350		4,000	
62	Newsletter Publishing	10-10-5211	3,469	4,194	4,239	5,000	3,337	5,000		5,000	
63	Printing Misc.	10-10-5212	683	447	1,155	1,000	240	750		1,000	
64	Postage (including Newsletter)	10-10-5213	3,414	3,006	2,875	2,525	1,811	2,500		3,000	
65	Public Notices	10-10-5214	1,473	1,628	1,237	1,750	446	1,000		1,750	
66	Elections	10-10-5215	3,546	3,327	3,614	5,025	3,585	3,585		5,000	
67	Bank Service Fees	10-10-5216	5,378	5,377	4,040	3,800	2,348	3,200		3,500	

A	B	C	J	K	L	M	N	O	Q	R	S
1	Fund 10 General Fund										
3	Account Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	FY 24 Notes:	FY 25 Budget	FY 25 Notes:
68	Insurance-Cyber Liability Policy	10-10-5217	-	2,550	2,360	2,835	2,410	2,410		2,500	
69	Copier/Postage Machine Expenses	10-10-5220	1,863	2,334	3,045	2,500	450	1,000		2,000	
70	Advertisements/Marketing	10-10-5223	-	6,212	1,583	3,500	1,713	3,000		8,500	1
71	MOSIP Fees	10-10-5224	-	-	-	-	2,239	2,500		2,500	
72	City Hall-Office Supplies	10-10-5243	2,655	2,700	5,145	4,800	1,940	2,500		3,000	
74	Animal Control Services	10-10-5275	7,346	7,346	7,346	7,346	7,346	7,346		7,346	
75	Mosquito Control	10-10-5280	1,214	697	295	2,100	-	2,100		2,100	
76	Ortho Imagery Contract SCC	10-10-5282	1,033	1,033	1,033	1,033	1,033	1,033		1,033	
77	City Attorney	10-10-5301	8,525	6,115	7,845	7,500	4,285	6,000		7,500	
80	Prosecuting Attorney-Court	10-10-5304	9,505	8,375	7,820	8,500	5,200	7,500		8,500	
82	Professional Services - Engineering	10-10-5312	850	-	-	-	-	-		-	
84	Auditor	10-10-5321	13,008	11,838	14,593	16,500	23,700	23,700		28,300	
85	Software Subscriptions/Support	10-10-5324	6,664	12,621	16,843	16,500	9,024	12,500		24,000	2
86	Consultant-Network	10-10-5325	9,508	7,612	7,440	7,250	5,123	8,750		9,250	
87	Consultant - Recodification	10-10-5326	1,660	850	2,892	3,000	840	3,000		5,000	
88	Consultant-Misc	10-10-5327	10,001	-	-	11,250	-	-		11,500	3
90	Capital Equipment-City Hall	10-10-5460	-	-	-	-	-	-		-	
91	Non-Capital Equipment - City Hall	10-10-5560	5,252	1,872	1,985	3,000	1,916	2,500		12,000	4
92	Misc	10-10-5952	1,627	4,585	54	750	527	750		750	
93	Muni CT Bank Fees	10-16-5216	-	-	155	-	-	-		-	
94	Office Supplies - Court	10-16-5243	421	297	1,149	300	434	500		500	
96	O'Fallon Muni Court Costs Rebate	10-16-5306	-	-	8,792	6,500	6,620	10,750		8,500	
97	O'Fallon Municipal Court	10-16-5606	-	-	27,000	36,000	18,279	36,837		38,257	
98	Code Enforcement Contract County	10-16-5952	5,326	5,326	5,578	5,326	5,326	5,326		5,326	
103	Transfer Out to Road & Bridge Fund 23		-	82,857	-	-	-	-		-	
107	Total Expenditures		1,078,623	588,792	542,331	615,209	451,718	584,423		680,058	
108	% Change									16%	
109	Total Revenues Less Expenditures		114,891	553,424	1,313,124	93,652	148,505	183,670		71,092	

A	B	C	J	K	L	M	N	O	Q	R	S
1	Fund 20 Municipal Building & Park Fund										
2	Note: Fiscal Year (FY) is from Oct. 1 - Sept. 30										
3	Account Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	FY 24 Notes:	FY 25 Budget	FY 25 Notes:
4	Revenues										
5	Local Sales Tax	20-20-4701	367,177	415,280	436,090	390,000	313,922	425,000		440,000	
6	Metro Park District Tax	20-20-4702	22,678	22,241	17,203	18,000	17,368	22,000		20,000	
7	Interest	20-20-4901	2,639	6,311	76,344	10,000	3,305	5,000		4,000	
8	Interest CD/MOSIP	20-20-4905			-	22,500	57,012	65,000		65,000	
9	Misc.	20-20-4952	-	-	-	-	-	-		-	
10	Event Sponsorships	20-20-4970	-	2,250	3,375	5,000	350	1,000		3,500	
11	Park Facility Rentals	20-20-4971	4,223	2,861	3,858	3,500	4,435	5,000		5,000	
12	Park Tree Bench Donations	20-20-4972	-	-	-	-	1,850	5,200		-	
13	Payment in lieu of Park Land Donations	20-21-4800	-	75,185	-	-	-	-		-	
14	Funding From Cash Reserves		-	-	-	-	-	-		-	
15	Total Revenues		396,716	524,127	536,870	449,000	398,242	528,200		537,500	
16	% Change									1.76%	
17	Expenditures										
18	Real Property Purchase	20-20-4550	-	-	-	-	-	-		-	
19	Staff Wages	20-20-5103	62,732	82,046	118,434	158,060	106,626	145,011		201,232	
20	Park Staff Salaries	20-20-5104	60,558	35,024	342	-	-	-		-	
24	FICA	20-20-5123	9,432	8,956	9,038	12,092	8,121	11,044		15,394	
25	Unemployment Taxes	20-20-5126	59	60	14	80	-	-		-	
26	LAGERS Retirement	20-20-5127	5,269	6,946	7,610	10,142	5,021	6,829		12,666	
27	Medicare Stipend	20-20-5134	-	-	-	-	-	-		-	
28	Training and Education	20-20-5203	-	-	936	1,800	-	-		2,000	
29	Events in the Park	20-20-5216	479	1,269	4,772	10,000	8,340	12,250		40,000	5
30	Fourth Of July	20-20-5217	5,517	12,793	14,830	18,500	18,297	20,000		20,000	
31	Senior Citizen's Day	20-20-5218	-	-	-	800	-	-		2,000	
32	Santa Claus - Winter Chill Out	20-20-5219	-	1,561	493	2,000	226	2,000		2,000	
33	Fishing Derby	20-20-5220	248	442	499	500	109	400		500	

A	B	C	J	K	L	M	N	O	Q	R	S
1	Fund 20 Municipal Building & Park Fund										
2	Note: Fiscal Year (FY) is from Oct. 1 - Sept. 30										
3	Account Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	FY 24 Notes:	FY 25 Budget	FY 25 Notes:
34	Signs	20-20-5231	2,122	3,072	2,582	3,200	2,048	3,500		8,000	
35	Park Uniforms	20-20-5232	321	160	105	450	530	600		500	
36	Bldg - Repairs & Maint	20-20-5233	1,024	138	3,849	3,500	209	3,000		5,000	
37	Park-Repairs	20-20-5236	47,871	19,436	8,993	18,000	18,395	24,526		22,000	
38	Park Equipment-Repairs/Maint.	20-20-5237	11,016	4,139	8,893	3,500	8,224	10,000		6,000	
39	Fuel	20-20-5238		-		-				4,000	B
40	Park Restroom Services	20-20-5239	71	-	-	-	113	225		500	
41	Park Equip. Rentals	20-20-5240	-	-	3,634	5,000	454	1,500		3,000	
42	City Hall-Repairs/Maint.	20-20-5241	3,670	3,493	27,190	9,000	2,496	7,500		25,000	
43	Parks- General Supplies	20-20-5243	-	3,825	4,134	3,200	3,526	4,500		4,000	
44	City Hall-Housekeeping	20-20-5244	2,928	2,640	2,880	3,000	2,160	3,000		3,000	
45	Utilities - Sewer	20-20-5250	261	261	286	550	268	375		400	
46	Telephone, internet, email hosting	20-20-5251	5,583	5,505	5,599	5,600	3,748	5,000		5,500	
47	Electric	20-20-5253	5,882	5,493	6,143	7,500	4,454	6,500		8,000	
48	Trash /Recycling	20-20-5254	1,204	1,662	1,859	2,100	1,190	1,800		2,000	
49	Bottled Water	20-20-5255	294	403	447	450	313	425		450	
50	Utilities-Other (Alarm)	20-20-5256	192	192	192	192	144	192		192	
51	Cell Phone	20-20-5257	1,863	1,818	2,141	1,850	2,190	2,920		3,000	
53	Utilities - Water Restrooms	20-20-5258	-	-	-	-	88	176		350	
54	Grounds Maintenance	20-20-5450	-	3,964	6,152	5,000	250	3,000		7,500	
55	Lake Design/Engineering. Profess	20-20-5314	-	-	51,125	50,000	2,015	5,000		70,000	
56	H&S: ARPA Professional Services	20-13-5314	-	-		48,215	-	-		-	
58	Capital Equipment - Park	20-20-5463	-	8,499	15,605	12,000	10,985	12,000		300,000	
60	Capital Improvement - Trails	20-20-5470	287,349	11,257	174,170	-	(299)	-		-	
65	Amp/Pavilion.Real Property Improv	20-20-5490	6,170	6,161	17,731	1,080,935	306,095	774,840		-	

A	B	C	J	K	L	M	N	O	Q	R	S
1	Fund 20 Municipal Building & Park Fund										
2	Note: Fiscal Year (FY) is from Oct. 1 - Sept. 30										
3	Account Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	FY 24 Notes:	FY 25 Budget	FY 25 Notes:
66	Landscaping: Non Capital	20-20-5550	2,242	4,665	2,836	5,200	3,010	5,000		5,000	
67	Equipment-City Hall: Non Capital	20-20-5560	494	1,215	2,211	1,800	872	1,500		7,500	
68	Equipment-Park: Non Capital	20-20-5563	4,495	2,883	4,865	2,800	1,646	2,000		2,800	
69	Trail Maintenance/Repairs	20-20-5570	-	11,525	26,595	2,000	-	2,000		2,000	
70	Park Planning/Professional Service	20-20-5575	5,000	20,800	-	20,000	12,553	18,000		20,000	
71	Miscellaneous	20-20-5952	-	695	1,377	1,000	164	250		1,000	
73	Pocket Park: Lot C Site Improve.	20-21-5150	9,111	-	238,138	-	209,655	279,540		-	
74	Total Expenditures		567,139	274,796	776,701	1,510,015	744,237	1,376,403		812,484	
75	% Change									-40.97%	
76	Total Revenues Less Expenditures		(170,423)	249,331	(239,831)	(1,061,015)	(345,995)	(848,203)		(274,984)	

A	B	C	J	K	L	M	N	O	P	Q	R
1	Fund 22 State Revenue Sharing Fund										
2	Account Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	FY 24 Notes:	FY 25 Budget	FY 26 Notes:
3	Revenues										
4	New 1% Sales Tax Roads & Police	22-19-4701	-	-	854,404	780,000	510,151	775,000		880,000	
5	Motor Fuel Tax	22-22-4711	145,477	163,483	189,868	167,000	146,256	190,000		185,000	
6	Motor Vehicle Sales Tax	22-22-4712	59,588	55,221	52,789	58,000	46,230	58,000		60,320	
7	Motor Vehicle Fee Increase	22-22-4713	26,920	25,877	23,119	27,000	19,661	26,250		27,300	
8	Interest	22-22-4901	-	-	-	1,000	-	-		-	
9	Interest (MOSIP)	22-22-4905	-	-	-	-	6,522	8,500		8,850	
10	Transfer in(out)	22-22-4950	-	-	(140,834)	-	-	-		-	
11	Miscellaneous	22-22-4952	-	-	61	100	-	-		-	
12	Transfer in from General Fund	22-22-4960	374,827	-	-	-	-	-		-	
13	Street Dedication Revenue	22-22-4973	-	-	-	-	500	500		-	
14	Crime Victim City-Courts	22-22-4994	83	68	224	180	281	350		250	
15	Training Fund City - Courts	22-22-4995	450	334	1,216	750	1,516	1,750		1,200	
16	Inmate Security/Offset Law Enf.	22-22-4996	46	2	1,494	1,200	1,516	1,750		1,500	
17	Total Revenues		607,392	244,985	982,341	1,035,230	732,631	1,062,100		1,164,420	
18											
19	Expenditures										
20	New Police Services	22-19-5305	-	-	202,583	236,970	186,013	236,970		243,231	
21	Safety Camera Annual Fees	22-19-5440	-	-	-	13,000	40,169	40,169		12,625	
22	Safety Camera additional	22-19-5441	-	-	-	-	-	-		10,000	8
23	Road Const. - Wolfum Rd.	22-19-5442	-	95,309	-	25,000	11,850	17,500		20,000	9
24	Staff Wages	22-22-5103	-	-	63,782	76,043	52,345	69,793		82,237	
25	FICA	22-22-5123	-	-	4,858	5,717	3,993	5,324		6,291	
26	Retirement - LAGERS	22-22-5127	-	-	3,099	3,804	1,999	2,665		4,109	
27	Signs	22-22-5231	-	472	-	800	-	800		1,000	
28	ROW - Landscaping/Maintenance	22-22-5264	7,381	7,387	2,289	8,000	5,296	7,500		10,000	
29	Right of Way Mowing	22-22-5265	16,080	16,072	12,960	16,000	20,289	27,000		25,000	
30	City Attorney	22-22-5301	-	-	-	-	-	-		-	
31	Outside Attorney	22-22-5302	25,972	6,842	70,041	25,000	63,834	63,834		10,000	
32	Law Enforcement	22-22-5304	210,546	213,031	-	-	-	-		-	
33	City Engineer - Road (old)	22-22-5311	209	-	-	-	-	-		-	

A	B	C	J	K	L	M	N	O	P	Q	R
1	Fund 22 State Revenue Sharing Fund										
2	Account Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	FY 24 Notes:	FY 25 Budget	FY 26 Notes:
34	External City Engineer	22-22-5312	1,950	-	-	-	-	-	-	-	-
35	Professional Services-Consultant	22-22-5314	-	-	3,250	-	2,150	2,150	-	3,000	-
36	City Streets	22-22-5440	-	1,180	1,000	-	875	1,000	-	1,000	-
37	Road Const. - WSP Phase 1	22-22-5441	-	-	-	-	-	-	-	-	-
38	Road Const. - Wolfrum Rd.	22-22-5442	-	-	90,000	-	-	-	-	-	-
39	Road Const. - Ind. Phase 2	22-22-5447	-	-	-	-	-	-	-	-	-
40	Road Const. - Ind. Phase 3	22-22-5448	1,118	-	124,435	-	-	-	-	-	-
41	Road Const. - WSP Phase 2	22-22-5451	-	-	-	-	-	-	-	-	-
42	Road Const. - Ind. Phase 4	22-22-5452	205	-	-	-	-	-	-	-	-
43	City Streets - Ped. Crossings	22-22-5453	138,570	1,545	-	380,000	-	-	-	380,000	10
45	Trails - Maintenance	22-22-5470	-	-	-	25,000	-	25,000	-	25,000	-
46	Sidewalk - Maintenance	22-22-5475	-	-	-	-	-	-	-	-	-
47	Transfer Out to (23) Road & Bridge	???	-	-	-	-	-	-	-	-	-
48	Total Expenditures		402,030	341,837	578,297	815,335	388,812	499,705		833,493	
50	Total Revenues Less Expenditures		205,361	(96,852)	404,043	219,895	343,819	562,395		330,927	

	A	B	C	J	K	L	M	N	O	P	Q	R
1		Fund 23 Road and Bridge Fund										
3		Name	Account Number	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Budget	FY 24 YTD Actual (9 months)	FY 24 Year-End Estimate	Notes:	FY 25 Budget	Notes:
4		Revenues										
5		Road and Bridge Property Tax	23-23-4790	205,803	242,255	246,520	249,130	-	249,130		251,621	
6		St. Charles County Road Board Grant	23-23-4875	-	-	171,196	-	-	-		-	
7		Credit for ROW Mowing provided by City	0	-	-	-	630	-	630		630	
8		Funding From County Cash Reserves	23-23-5445	-	-	-	-	-	-		-	
9		Transfer In From General Fund	23-23-4950	-	-	140,834	-	-	-		-	
10		Transfer In from State Rev. Sharing	23-23-4951	-	-	-	-	-	-		-	
11		Total Revenues		205,803	242,255	558,550	249,760	-	249,760		252,251	
12		% Change									1.00%	
13		Expenditures										
14		Street improvements/upgrades - misc.	23-23-5445	406,870	472,484	627,198		156,012	525,000			
15		General Maintenance	0				15,256					
16		Snow/Ice Control Services					54,744				72,100	
17		Slab Replacement	0				130,000				152,732	
18		Repair Curbs - Concrete					-				-	
19		Crack Sealing	0				6,000				3,002	
20		Paint Striping					13,000				20,065	
21		Microsurface Asphalt	0				-					
22		1.5" Asphalt Overlay	0				205,000				222,201	
23		Sign Replacement	0				5,000				2,000	
24		Contingency/Inflation	0				-					
25		1" Overlay (Nancy Lane 2023)	0				-					
26		Const. Project Inspections										
27		Culvert Pipe Replacements	0									
28		Emergency Repairs/Cleanup	0				80,000				82,400	
29		Work Orders - Misc.	0				16,000				15,000	
30		Total Expenditures		406,870	472,484	627,198	525,000	156,012	525,000		569,500	
31		% Change									8.48%	
32		Total Revenues Less Expenditures		(201,067)	(230,229)	(68,648)	(275,240)	(156,012)	(275,240)		(317,249)	

Table 1:		FY 2025 Budget - 1st Draft				
Capital and/or Special Projects - Funding Activities Summary						
Fund Name:	Account #:	Line Item/Category:	Purpose:	Amount:	Note #:	Special Funding Source:
General	10-10-5223	Advertisements/Marketing	Additional funds for legislative showcase and marketing city	\$8,500	1	
General	10-10-5324	Software Subscriptions/Support	ClearGov software and setup fee of \$8917. FY2026 will have \$11,000 annual subscription fee.	\$24,000	2	
General	10-10-5327	Misc. Consultant: Communitywide Survey	Follow-up Communitywide Survey of residents 3 years after the 2021 Survey Results	\$11,500	3	
General	10-10-5560	Non-Capital Equipment - City Hall	Computer replacements - Server and related equipment	\$12,000	4	
NOTES:						
General	10-10-4831	Licenses-Business	Reduction in revenue due to Home-Based Businesses no longer required to have business license		A	
			Subtotal General Fund:	\$47,500		
Parks/Facilities	20-20-5216	Events in the Park	Increase events in the park	\$40,000	5	
Parks/Facilities	20-20-5314	Lake Design/Engineering	Engineering/Design for Lake Beautification project	\$70,000	6	
Parks/Facilities	20-20-5463	Capital Improvement - Park	Playground replacements/improvements	\$300,000	7	
			Subtotal Parks/Facilities Fund:	\$410,000		
NOTES:						
Parks/Facilities	20-20-5238	Fuel	New line item for tracking fuel costs		B	
State Rev. Sharing	22-19-5442	Road Construction - Wolfrum Rd	Wolfrum Rd. improvements for safety	\$20,000	8	
State Rev. Sharing	22-19-5460	Safety Camera Systems - additional cameras	New line item for new cameras, if purchased	\$10,000	9	
State Rev. Sharing	22-22-5453	City Streets- Ped Crossings	Pedestrian Crossings - carryover from 2024	\$380,000	10	
			Subtotal State Rev. Sharing Fund:	\$410,000		
Combination of Funds: General 10, Parks 20, & State Rev. Sharing 22:						
General, Parks, Stat Rev. Sharing	Multiple	Staff Wages; FICA; Insurance; LAGERS	New full-time Events Planner position. Total wages, insurance, taxes, & LAGERS.	\$55,810		
			Subtotal Combination of Funds:	\$55,810		
Grand Total of Capital/Major Expenditures:				\$923,310		

City of Weldon Spring Reserve Policy Calculation Report:				
Major Fund:	Operating Expenditures:			3-Year Avg. by Fund:
	FY 2021 Actual:	FY 2022 Actual:	FY 2023 Actual:	
General Fund	520,382	505,935	542,331	522,883
Parks & Facilities Fund	204,651	263,031	295,537	254,406
State Rev. Sharing Fund	262,138	244,984	578,297	361,806
3 Funds Annual Total:	987,171	1,013,950	1,416,165	1,139,095

		General Fund 10 Portion: 50%	Parks Fund 20 Portion: 25%	State Rev. Sharing Fund 22 Portion: 25%
The target Reserve Fund level for 2021:	\$ 916,050			
The target Reserve Fund level for 2022:	\$ 1,017,778			
The target Reserve Fund level for 2023:	\$ 1,060,222			
Revised target Reserve Fund level for 2024:	\$ 1,139,095	\$ 569,548	\$ 284,774	\$ 284,774
Reseve Fund Adjustment Amount:	\$ 78,873	\$ 39,437	\$ 19,718	\$ 19,718
Liquid	\$ 1,872	\$ 138,643	\$ 122,722	*
	\$ 89,746			
Total	\$ 91,618	\$ 138,643	\$ 122,722	
CDs	8	4	1	
	\$ 240,000	\$ 243,000	\$ 150,000	*
	\$ 243,000	\$ 243,000		
	\$ 243,000	\$ 240,000	*	
	\$ 240,000	\$ 132,000	*	
	\$ 240,000			
	\$ 176,704	*		
	\$ 225,000	*		
	\$ 243,000	*		
Total	\$ 1,850,704	\$ 858,000	\$ 150,000	
Total Combined	\$ 1,942,321	\$ 996,643	\$ 272,722	
Total reserves	\$ 3,211,686			
General Fund Reserves	\$ 1,297,618	* Designated as "Emergency" Reserve Fund		
Park Fund Reserves	\$ 624,643			
General Fund "Emergency" Reserves	\$ 644,704	Standard Reserves:	\$ 1,922,260	
Park Fund "Emergency" Reserves	\$ 372,000	"Emergency" Reserves:	\$ 1,289,425	
State Revenue Sharing Fund Reserves	\$ 272,722		\$ 3,211,686	
Total Reserves	\$ 3,211,686			

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 355 OF THE CITY OF WELDON SPRING,
MISSOURI, MUNICIPAL CODE TO ENACT REGULATIONS
REGARDING PARKING ON COMMERCIAL/INDUSTRIAL ZONED PROPERTY

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

SECTION 1: Chapter 355 of the Municipal Code of the City of Weldon Spring,
Missouri is hereby amended by the enactment of a new section, to be designated as
Section 355.110, to read as follows:

TITLE III TRAFFIC CODE

**CHAPTER 355 STOPPING, STANDING, OR PARKING PROHIBITED IN
SPECIFIC PLACES**

SECTION 355.110 PARKING ON COMMERCIAL/INDUSTRIAL PREMISES

- A. No inoperative or unlicensed motor vehicles shall be parked, kept, or stored on
any commercial/industrial areas. This provision shall not apply if one of the
following conditions exist:
1. When any such vehicle is associated with a licensed business that
is permitted by the City of Weldon Spring to conduct automotive
repair service.
 2. When the owner or tenant has contacted the City about such
vehicle, but the owner or tenant must have the vehicle licensed or
removed from the property withing fourteen (14) days.
- B. Vehicles shall not, at any time, be in any state of major disassembly, disrepair, or
in the process of being stripped or dismantled unless all the work is done inside an
enclosed garage.
- C. Parking of motor vehicles in commercial/industrial areas shall be permitted only
on hard-surfaced driveways or another hard surface. A "hard surface" shall be
defined as ~~aone~~-surfaced of crushed stone or a hard paved surface, such as asphalt,
concrete, or brick.

SECTION 2: 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 _____ 2024.*

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: _____

JOURNAL ENTRY POLICY

PURPOSE: The purpose of this policy is to establish guidelines and procedures for recording entries in the Weldon Spring's journals accurately and consistently. Journal entries are crucial for maintaining accurate financial records and ensuring compliance with regulatory requirements.

SCOPE: This policy applies to all employees responsible for preparing, reviewing, or approving journal entries within the organization.

POLICY STATEMENT

1. **AUTHORIZATION:** Only the City Treasurer is authorized to prepare journal entries for the review and approval of the City Administrator.
2. **ACCURACY & COMPLETENESS:** All journal entries must be accurate, complete, and supported by appropriate documentation. Entries should reflect the true nature of the transaction and comply with generally accepted accounting principles (GAAP).
3. **TIMELINESS:** Journal entries should be recorded promptly after the occurrence of the underlying transaction. Delays in recording entries should be minimized to ensure the timeliness and accuracy of financial reporting.
4. **DOCUMENTATION:** Supporting documentation, such as invoices, receipts, contracts, and approval forms, must be maintained and attached to journal entries as evidence of the transaction's validity and authorization.
5. **REVIEW & APPROVAL:** Journal entries prepared by the city treasurer will go before the City Administrator for review and approval. Reviews should include verification of accuracy, appropriate documentation, and compliance with other policies and procedures. Once approved the City Treasurer will make said entry.
6. **SEGREGATION OF DUTIES:** The City Treasurer will prepare journal entries for the review and approval of the City Administrator. Once approved the City Treasurer will make the entry and file the record.

- 7. REVERSALS & CORRECTIONS:** Incorrect journal entries should be promptly identified, reversed, and corrected with appropriate explanation. Documentation of the correction must be approved by the City Administrator and maintained for audit and reconciliation purposes.
- 8. AUDIT TRAIL:** A clear audit trail should be maintained for all journal entries, including details of the transaction, date of entry, preparer's name, reviewer's name, approver's name, and supporting documentation.
- 9. TRAINING & COMPLIANCE:** Employees involved in journal entry preparation, review, or approval should receive adequate training on accounting principles, local ordinances, government policies, and other relevant regulations to ensure compliance and accuracy in financial reporting.
- 10. COMPLIANCE & MONITORING:** Compliance with this policy will be monitored periodically through internal audits and employee reviews. Non-compliance or deviation from policy guidelines will be addressed promptly through corrective actions, training, or disciplinary measures as appropriate.

CASH RECEIPT POLICY

PURPOSE: The purpose of this policy is to establish guidelines for the handling, recording, and reconciliation of cash receipts to ensure accuracy, accountability, and transparency in financial transactions.

SCOPE: This policy applies to all employees involved in the collection, recording, and reconciliation of cash receipts, including but not limited to deputy city clerk, community relations manager, and city treasurer.

POLICY STATEMENT

- 1. CASH HANDLING PROCEDURES & SEGREGATION OF DUTIES:** Only authorized personnel are permitted to handle cash receipts. Cash receipts must be collected and securely stored in a designated drawer, safe, or lockbox until they can be deposited. The deputy city clerk or community relations manager will collect the money and record it in the appropriate Receipts Management Module, printing off and signing the receipt before turning it into the city treasurer for verification. The city treasurer will prepare the deposit, take it to the bank, and return with receipt of deposit for deputy city clerk or community relations manager to verify.
- 2. RECEIPT ISSUANCE:** A receipt must be issued for every cash, check, or money order transaction. Receipts should include date, time, amount received, tender given, and description of transaction.
- 3. RECORDING AND RECONCILIATION:** All cash receipts must be accurately recorded in the appropriate financial software, specifying the source of funds (e.g., permits, sponsorships, fees). Regular reconciliations should be conducted between cash receipts recorded and actual deposits made to ensure accuracy and identify discrepancies promptly.
- 4. DEPOSIT PROCEDURE:** Cash receipts must be deposited intact and promptly into the designated bank account. Deposits should be made daily or as soon as possible to minimize the risk of loss or theft.
- 5. DOCUMENTATION AND AUDIT TRAIL:** All cash receipt transactions, including receipts, deposit slips, and reconciliation reports, must be properly documented and

retained for a specified period based on Missouri Secretary of State Records Service Division records guidelines, and City of Weldon Spring's record retention policy.

- 6. TRAINING AND COMPLIANCE:** Employees involved in the cash handling and receipting process should receive training on this policy and related procedures. Compliance with this policy is mandatory, and any deviations, errors, or concerns should be reported to the City Administrator immediately.
- 7. COMPLIANCE & MONITORING:** Compliance with this policy will be monitored periodically through internal audits and employee reviews. Non-compliance or deviation from policy guidelines will be addressed promptly through corrective actions, training, or disciplinary measures as appropriate.

FUND BALANCE POLICY

PURPOSE: The purpose of this Fund Balance Policy is to establish guidelines for the management and use of fund balances to ensure financial stability and operational effectiveness. This policy aligns with the Government Finance Officers Association (GFOA) standards and principles to promote responsible financial management.

SCOPE: This policy applies to all governmental funds of the City of Weldon Spring, including the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds.

1. DEFINITIONS

- **Fund Balance:** The difference between assets and liabilities in a governmental fund.
- **Unassigned Fund Balance:** The portion of fund balance that is not restricted, committed, or assigned and is available for any purpose.
- **Restricted Fund Balance:** The portion of fund balance with constraints placed on its use by external parties or legislation.
- **Committed Fund Balance:** The portion of fund balance constrained by formal actions of the Board of Aldermen.
- **Assigned Fund Balance:** The portion of fund balance intended for specific purposes as determined by the Board of Aldermen or City Administrator.

2. FUND BALANCE GOALS

- **General Fund:** The City of Weldon Spring aims to maintain an unassigned fund balance of no less than 25% of General Fund operating expenditures to ensure sufficient liquidity for operations and emergencies.
- **Special Revenue Funds:** The City will maintain restricted or committed fund balances sufficient to meet the specific purposes for which these funds were established.
- **Debt Service Funds:** The City will maintain fund balances to meet upcoming debt service requirements, with a goal of having sufficient resources to cover at least one full year's debt service payments.
- **Capital Projects Funds:** The City will maintain committed or assigned fund balances to ensure adequate funding for planned capital projects and future capital needs.

3. USE OF FUND BALANCE

- **Unassigned Fund Balance:** Can be used for emergencies, unplanned expenditures, or to stabilize taxes and revenues. The use of unassigned fund balance should be approved by the Board of Aldermen.

- **Restricted Fund Balance:** Will be used strictly for the purposes for which the funds were restricted. Transfers out of restricted funds are not permitted unless allowed by the restricting authority.
- **Committed Fund Balance:** Can be used for specific purposes as determined by the Board of Aldermen. Changes to committed fund balances require formal Board of Aldermen action.
- **Assigned Fund Balance:** Can be used for specific purposes as identified by the City Administrator or Board of Aldermen. Assignments should be reviewed periodically and adjusted as necessary.

4. REPORTING AND MONITORING

- The City Treasurer will prepare regular reports on fund balances, including a detailed analysis of the fund balance in each fund, and present these reports to the Board of Aldermen on a quarterly basis.
- The City Administrator will review fund balances annually to ensure compliance with this policy and make recommendations to the Board of Aldermen for any necessary adjustments.

5. POLICY REVIEW

This policy will be reviewed annually by the Board of Aldermen and revised as necessary to reflect changes in financial conditions, regulatory requirements, or best practices.

6. AUTHORITY

This policy is established by the Board of Aldermen of Weldon Spring and is effective as of August __, 2024. The City Administrator is responsible for the implementation and administration of this policy.

7. AMENDMENTS

Any amendments to this policy must be approved by a majority vote of the Board of Aldermen. Amendments should be made in accordance with the City's established procedures for policy changes.

PENSION RECORDING POLICY

PURPOSE: The purpose of this policy is to establish guidelines for entering, recording, reviewing, and terminating employees in city's retirement benefits system, ensuring accurate record-keeping, accountability, transparency, and ensuring compliance with regulatory requirements.

SCOPE: This policy applies to all employees responsible for entering, recording, reviewing, and terminating employees in the city's retirement benefits system.

POLICY STATEMENT

1. **ENTRY:** For new covered employee, they will be entered after six months of service (free service credit) into Lagers. If a covered employee has worked for another city that had Lagers and worked more than 6 months, the employee will be entered in immediately as their free service credit is already used. A covered employee is a full-time employee, who works a minimum of 1500 hours per year. At the end of each month all monthly wages of covered employees will be reported and submitted to the reporting system, and payment for benefits made.
2. **REVIEW AND APPROVAL:** When a new covered employee has been enrolled by the city treasurer, the city administrator will review the information to ensure it is correct. The city administrator will then sign off on it, showing the review has been done and the information is correct.
3. **CORRECTIONS:** Errors in reporting should be promptly identified and corrected. The city treasurer or city administrator should contact their agent at Lagers as soon as possible to assist in the correction.
4. **AUDIT TRAIL:** A clear trail should be maintained for all payroll information, containing details of hours worked, deductions in pay, pay period, and timesheets.
5. **TRAINING & COMPLIANCE:** Employees involved in entering & reviewing information in Lagers should receive adequate training on how to enter information into Lagers, as well as being able to locate information in appropriate accounting database to match up for accuracy.

- 6. COMPLIANCE & MONITORING:** Compliance with this policy will be monitored periodically through internal audits and employee reviews. Non-compliance or deviation from policy guidelines will be addressed promptly through corrective actions, training, or disciplinary measures as appropriate.



City of Weldon Spring, Missouri

Information Technology Policy

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Overview:

The use of Information technology is an essential part of day-to-day operations of the City of Weldon Spring. As such, the City endeavors to provide employees with the best information technology available to conduct business. It is City policy to promote information technology use to increase workplace efficiency and productivity, and to protect the security of equipment, software, data and systems.

As the City continues to utilize information technology resources, city services become dependent on the City's technology infrastructure. The policies defined in this document are required to ensure that the information technology resources of the City will meet the demands necessary to provide services to support City operations.

Violation of this Policy may result in disciplinary action up to and including termination of employment in accordance with the policy and procedures set forth in the Employee Policy Manual, in addition to civil damages or criminal prosecution.

This Policy applies to all City employees, full-time or part-time; regular, probationary or temporary; classified or unclassified; exempt or non-exempt, volunteers, interns, elected officials, and contract employees. It also applies to all data applicable data on the City technology resources and to all software used by the City.

Global Definitions:

When used in this Policy, the following words shall have the following meanings unless the context clearly indicates or requires a different meaning:

City: Refers to the City of Weldon Spring and all its departments or divisions.

Departmental Application Account Manager: A City employee who has been granted elevated information technology privileges by the City Administrator. These elevated privileges include but are not limited to, the ability to reset passwords or change backup tape.

Employee or User: Refers to all elected officials, all City employees, full-time or part-time; regular, probationary or temporary; classified or unclassified; exempt or non-exempt, volunteers, interns, and contract employees.

Information Technology Resources: Information technology equipment owned and maintained by the City.

IT Contractor: The Information Technology Company currently contracted with the City of Weldon Spring to provide Information Technology Services.

I. General Policy

A. Purpose

The General Policy identifies the rules and regulations that will govern the acceptance and enforcement of the collective IT Policies. It specifies general rules and regulations that govern all technology resources.

B. Policy

1. Employees shall receive, read and acknowledge receipt and reading of this Policy. Each employee shall read and sign a City of Weldon Spring Information Technology Policy Acknowledgement Form (hereinafter, the "Acknowledgement Form"). A copy of the Acknowledgement Form is attached hereto as Attachment 1.
2. By signing the Acknowledgement Form, an employee acknowledges receipt of and having read the Policy, that the employee will obey the Policy, and that there is no expectation of privacy in the use of any City information technology equipment, system or service. The signed *Acknowledgement Form* shall be placed in each employee's personnel file. Questions regarding this Policy should be directed to the employee's supervisor or the City Administrator.
3. This Policy shall take precedence and govern over any conflicting departmental work rules, practices or standards.
4. This Policy supersedes any previous information technology policy of the City of Weldon Spring.
5. Review of the Policy shall occur with regularity and changes shall be made as required.
6. There is no expectation of privacy in the use of City information technology equipment, systems, services, or data. This includes but not limited to internet, email, telephone, and facsimile.

II. Acceptable Use Policy

A. Purpose

The Acceptable Use Policy defines the rules and conditions that apply to permitted use of City technology resources. This includes, but is not limited to, personal computing, Internet, and network bandwidth utilization.

B. Policy

General

1. Under no circumstances is a city technology resource to be used in any activity that is illegal under local, state, or federal law.
2. City technology resources are provided to conduct city business. Some employees may have cause to use City equipment for personal use. It is City policy that employee personal use shall not interfere with job duties, job performance, the delivery of City services, or reduce the effective administration of government.

Internet

1. Employees are provided internet access from City equipment for official business use. Some employees may access the internet from City equipment for personal purposes. It is City policy that employee personal internet use shall not:
 - a. Interfere with job duties or performance;
 - b. Interfere with delivery of City services; or
 - c. Reduce the effective administration of government.
2. Unless specifically related to the performance of an employee's job, internet use from City equipment or the use of City equipment for any of the following is prohibited:
 - a. Any pornographic or adult purpose;
 - b. Gambling;
 - c. To conduct a private secondary business activity;
 - d. For any political purpose; or
 - e. To access terrorist, racist or extremist content.
3. There is no expectation of privacy in the use of City information technology equipment, systems or services including internet.

Network Bandwidth

1. Employees are provided access to network resources to conduct city business. It is City policy that employees shall not:
 - a. Degrade or disrupt network performance;
 - b. Attempt to obtain access to restricted sites, servers, files; databases, etc. or attempt to gain unauthorized access to other systems (e.g. "hacking");
 - c. Use an account other than their own and/or any attempt to gain

- unauthorized access to accounts on the network;
- d. Access, download, store, or print files or messages that are profane, obscene, or that use language that offends or tends to degrade others;
- e. Interfere with delivery of City services; or
- f. Reduce the effective administration of government.

III. Account Access Policy

A. Purpose

The purpose of the Account Access Policy is to establish the rules for the creation, use, monitoring, control and removal of City accounts.

B. Roles and Responsibilities

These persons have the following responsibilities with regard to creating, monitoring, controlling, and removing account access:

City Administrator:

1. Reviews and validates access and rights records to confirm employees have the appropriate level of access to software and systems;
2. Works with departments in matters concerning system account issuance, rights and password management;
3. Appoints Departmental Application Account Managers.
4. May authorize and direct investigations or audits of Information Technology Resources or user accounts.

IT Contractor:

1. Oversees account and password administration;
2. Maintains guidelines for the creation, safeguarding, and control of accounts and passwords;
3. May approve access rights, policy guidelines, and passwords for special accounts;

Users:

1. Protect account and password confidentiality; and
2. Immediately notifies their supervisor and/or the City Administrator if an

account or password is known or suspected to be compromised.

C. Policy

Account Access Rights

1. All employees shall sign a City of Weldon Spring Information Technology Policy Acknowledgement Form before account access is granted.
2. The City Administrator shall approve employees' account access rights.
 - a. Account access rights are granted only to systems and applications necessary for the performance of the employee's job description and responsibilities.
3. Generic or group access credentials, including passwords, are not allowed with the exception of those systems and circumstances exempted. Those exceptions shall continue in compliance with security standards.
4. Contractor accounts and all access privileges shall terminate on the contract expiration date. Contract administrators shall inform the City Administrator of new and changed contract effective dates likely to affect account access permissions.
5. The City Administrator or the IT Contractor shall promptly disable accounts of terminated employees.
6. Employees are responsible for their accounts and all activities on those accounts. If an employee must leave the immediate area or his or her workstation for an extended period of time, he or she shall lock the workstation or log off the system.

Special Account Access Rights

1. Access to any City Information Technology Resource and related account privileges shall be approved by the City Administrator. Before special account access is permitted, an employee granted special access shall sign a "City of Weldon Spring Information Technology Special Account Access Acknowledgement Form," a copy of which is attached as Attachment 2.
2. Vendors shall sign a City of Weldon Spring Information Technology Vendor Confidentiality Agreement, a copy of which is attached as Attachment 3, before special access accounts are enabled for a vendor.

3. All special access accounts shall have account management instructions, documentation, training and authorization from the City Administrator.
4. Employees with special access account privileges shall use the privilege for only the purpose for which it was granted and shall not utilize it for any other purpose.
5. Employees granted special access accounts shall use the account privilege most appropriate with work being performed (e.g., user account vs. administrator account).
6. Each special access account shall comply with the password policy.
7. A password escrow procedure shall be established when a system has only one administrator.

IV. Password Policy

A. Purpose

The purpose of the Password Policy is to establish the rules and requirements for passwords on city technology systems.

B. Policy

Password Requirements

1. Credentials are required on all City information systems. The IT Contractor shall assign each employee a unique login credential comprising of, at minimum, a unique user name and password.
2. Passwords for Windows login shall conform to the following criteria:
 - a. Eight or more characters in length;
 - b. May not contain the employee's account name or parts of the employee's full name that exceed two consecutive characters; and
 - c. Contain characters from three of the following four categories:
 - i. English uppercase characters (A through Z)
 - ii. English lowercase characters (a through z)
 - iii. Base 10 digits (0 through 9)
 - iv. Non-alphabetic characters (for example, !, \$, #, %)

Password Rights Administration

1. Employee passwords shall be changed at least once every 180 days, or when necessary due to actual or suspected password compromise.
2. Default passwords shall be changed on all systems prior to connection to

the network and shall comply with City password policy.

3. Administrative account passwords shall be changed promptly upon an employee leaving City employment or due to actual or suspected password compromise.

Password Protection

1. Employees shall change passwords immediately during the initial login to any City's Information Resource. Thereafter, employees shall change passwords once every 180 days.
2. Passwords shall not be reused in within 6 consecutive login-change cycles.
3. Employees shall not disclose or otherwise allow third-party use of their unique account credentials (User IDs and Passwords).
4. Employees shall not display or store passwords or usernames anywhere in plain view
5. Passwords shall not be rendered in readable form through publicly visible media by any application, printer, Web server or other mechanism.
6. An employee who knows or suspects compromise of their password, shall immediately change the password and advise their supervisor and/or the City Administrator.

Automated Controls

1. To reduce the risk that an unauthorized party can gain system access by guessing an employee's password, invalid login attempts will be limited. After a number of unsuccessful login attempts, the network shall automatically "lock out" the attempting user for not less than 30 minutes at the conclusion of which the system will reset automatically thereby re-enabling the user to login.
2. With the exception of critical systems approved by the City Administrator or the IT Contractor, City systems shall be configured for monitor shutoff and system lock triggered when the computer is in an idle state for a certain period of time, requiring the user to enter a password to regain system access.

V. Electronic Mail (e-mail) Policy

A. Purpose

The purpose of the Electronic Mail (e-mail) Policy is to establish the rules for the

permitted use of the City's email system.

B. Scope

This Policy applies to all users of the city email system; to include through the use of client software, web, mobile device, or any other access tool.

C. Policy

1. Employees are assigned a unique email address. Employees shall use only the email address assigned to them and shall not pose as anyone other than themselves when sending an email, except when authorized to send messages on behalf of another user. An employee's email address is intended for official business use. Some employees may use the assigned employee email address for personal purposes. It is City policy that employee personal email use shall not:
 - a. Interfere with job duties or performance;
 - b. Interfere with delivery of City services; or
 - c. Reduce the effective administration of government.
2. Email use for any of the following is prohibited unless specifically related to the performance of the employee's job:
 - a. Any pornographic or adult purpose;
 - b. Gambling;
 - c. To conduct a private secondary business activity;
 - d. To campaign for public office on behalf of oneself (or another) or for other political purposes;
 - e. To communicate terrorist, racist or extremist content; or
 - f. Violate copyright laws by intentionally and inappropriately distributing protected works.
3. Email users have no privacy interest in emails either sent or received on the City's email system. Email may be reviewed at any time and for any reason.
4. Email sent and received on the City's information technology system may be an open public record and subject to disclosure under the Sunshine Law.
5. Email users shall limit the distribution of email to the smallest group possible in order to eliminate unnecessary network congestion and storage.
6. Email accounts shall not be configured to automatically forward City email or attachments to personal accounts managed by public email or

Internet access service providers.

7. Email is not a secure form of communication. Unless authorized by the City Administrator, email users shall not use the email system to send sensitive information via email where information might be intercepted.
8. Email users shall use only City provided means to access the City's email system. Email users must not send, forward, receive or store confidential or sensitive City information utilizing non-City approved equipment.
9. Email users shall not use unauthorized email software on the City's computer system.
10. Automatic relaying of email is prohibited.
11. To prevent unnecessary disruption or degradation of network communications and the efficient operations of email systems, email system users shall not:
 - a. Send or forward chain letters;
 - b. Send unsolicited messages to large groups, except as required to conduct City business;
 - c. Send or receive excessively large messages or messages with attachments larger than 20 MB;
 - d. Send or forward email that contains, or is likely to contain, a computer virus; or
 - e. Send non-work related messages to everyone in the City Global Address List or other large user groups.
12. When downloading files from the Internet or when opening an attachment to an email message, users should be aware there is a chance the file may contain a virus or other malicious content. Email users who believe they have received a virus shall inform their supervisor and/or the City Administrator immediately.
13. Email users shall not open suspicious emails or attachments to emails from unfamiliar addresses. Users shall immediately delete any message with a file attachment from unknown senders.
14. All users shall permanently delete items in their "Deleted Items" folder when prompted upon exiting Outlook.

VI. Technology Equipment Policy

A. Purpose

The purpose of the Technology Equipment Policy is to establish the rules for technology equipment used by the City. The Policy will assist the City with

requests for equipment additions, removals, and reconfigurations, while maintaining equipment in compliance with the City standards.

B. Policy

1. Only the IT Contractor may install, move or make significant configuration changes to technology equipment; including but not limited to network devices, computers, printer, and copiers.
2. Employees requiring significant changes to their equipment configuration shall submit a request to the City Administrator.
3. Request for new or additional technology equipment, including but not limited to network connections, computers, printers, and copiers, shall be accompanied by a written justification and submitted to their supervisor for initial approval. The final purchase and deployment of the technology equipment shall be determined by the City Administrator based on the justification and needs of that employee.
4. Unauthorized installations of technology or network equipment shall be removed from the network. The City has the discretion to remove equipment that was installed without authorization immediately and without notice when deemed appropriate.
5. Computer systems needing backup solutions shall meet current IT Contractor domain requirements and be easily accessible via the City's network.
6. Workgroup (or network) printers, such as a laser printer, shall be the default for deployment except in special circumstances deemed necessary by the City Administrator.
7. Individual (or desktop) printers, such as an inkjet printer, shall not be purchased or installed except in special circumstances deemed necessary by the City Administrator.
8. Black and white printers shall be the default except in special cases where color printing is required to complete job-specific requirements.
9. Copier purchases shall have color printing capabilities and be compliant City systems requirements.
10. Equipment shall be evaluated and selected based on the following criteria, but not limited to these items:
 - a. Business need
 - b. Performance
 - c. Reliability

- d. Functionality and Usability
- e. Uniformity
- f. Network compliance
- g. Technical Support
- h. Cost
- i. Quality
- j. Reputation of the vendor and manufacturer
- k. Licensing requirement

11. Continuity of equipment is required for equipment purchases.
12. Users shall not attempt to modify or degrade the performance of City Information Technology Resources. These resources shall not be used to intercept data, monitor user accounts, gain unauthorized access to restricted data, or for any purpose that violates federal, state or local regulations.

VII. Software Policy

A. Purpose

The purpose of the Software Policy is to establish the rules for all software used by the City. The Policy will assist the City with requests for software additions, removals, and development, while maintaining all software in compliance with the City standards.

B. Policy

1. Only the IT Contractor may install, remove or make significant configuration changes to software.
2. All information technology software purchased or installed on any City computer must be approved by the City Administrator.
3. Request for new or additional software shall be accompanied by a written justification and submitted to their supervisor for initial approval. The final purchase and deployment of the software shall be determined by the City Administrator based on the justification and needs of that employee.
4. All software shall be licensed.
5. Any violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use the City is strictly prohibited.

6. Unauthorized copying of copyrighted material including, but not limited to, digitization, distribution, or installation of any copyrighted software for which the City or the end user does not have an active license is strictly prohibited.

VIII. Network Access Policy

A. Purpose

The purpose of the Network Access Policy is intended to preserve the integrity, availability and confidentiality of critical information by setting rules for local and remote access to the City network resources.

B. Policy

Local Network Access

1. The IT Contractor is solely responsible for the addition, removal, and management of network connections.
2. Employee activity on the network is subject to logging (recording) and review.
3. Employees shall use only those network addresses issued to them.
4. Employees shall not extend or re-transmit network services via any means.
5. Only City Information Technology resources are granted private network access and connectivity shall conform to the City's Information Technology requirements.
6. Employees shall not download, install or execute security programs or utilities that reveal weaknesses in system security including, but not limited to, password cracking programs, packet sniffers, network mapping tools, or port scanners while connected in any manner to the network.
7. Employees shall not alter Network Hardware in any way.
8. All vendors shall sign the City of Weldon Spring Information Technology Vendor Confidentiality Agreement before network access is granted.
9. Wireless technologies shall not be connected to the City's network unless appropriately secured and approved by the City Administrator or the City IT Contractor.

Remote Network Access

1. Employees connecting to the network remotely through an ISP shall use protocols approved by the IT Contractor.
2. Employees shall not extend or re-transmit network services via any means.
3. Any equipment or user that connects to the City network through the Virtual Private Network (VPN) is considered an extension of network and is subject to the same policy, standards, and rules that cover the City's Information Technology resources.
4. Only City Information Technology resources are granted private network access and connectivity shall conform to the City's Information Technology Policies. No personal devices will be allowed to access the City's private network.
5. The VPN is a secure system. Employees must be authorized to use the VPN by the City Administrator.
6. VPN access is controlled through a user authentication mechanism requiring unique login credentials. VPN login credentials shall not be shared and will follow the City Password Policy requirements. Employees granted VPN access shall take all reasonable efforts to prevent accidental disclosure of unique login credentials.
7. The VPN shall be exclusively configured and managed by the IT Contractor.
8. Employees shall not use artificial processes to keep a VPN connection open.

IX. Data Privacy Policy

A. Purpose

The purpose of the Data Privacy Policy is to establish general privacy requirements for information created, stored, or utilizing City Information Technology resources, to include but not limited to computer systems, system logs, local and network storage, and other technology devices that are involved in the transmission or storage of voice or data. The policy further delimits the conditions under which data may be disclosed.

B. Policy

1. Unless specifically related to the performance of an employee's job, all reviews, investigations, or audits of technology systems and data shall not

occur unless undertaken at the direction of the City Administrator.

2. To the extent permitted by law, it is the general policy of City to treat all network data as private. However, information carried or stored over the network may be exposed or disclosed under the following circumstances:
 - a. to maintain the integrity and availability of network operations;
 - b. network performance monitoring or troubleshooting;
 - c. moving data through the network via automated store-and-forward systems;
 - d. copying, archiving or otherwise preserving portions of messages transmitted over the network in the course of routine network maintenance activities;
 - e. in the event that messages or data files within the network indicate activity that violates internal policies or law;
 - f. in the event of recognized network security threats, the IT Contractor may investigate and remediate possible network security threats, including by means of capture, logging, and examination of files, communications, and other traffic and transmissions;
 - g. in response to a court order;
 - h. in the event of a legitimate health or safety emergency; or
 - i. in accordance with all applicable local, state, and federal laws.
3. Data, records and information on the City's information technology system may be an open public record pursuant to Chapter 610, Governmental Bodies and Records, of the Revised Statutes of Missouri (the "Sunshine Law").
4. All requests to retrieve and share network information with other networks shall be submitted to the City Administrator. Such requests shall include the following information:
 - a. the name and role of the requestor;
 - b. the reason for the request, in accordance with the principles set forth in this policy; and
 - c. the intended use of the requested data.

X. Data Backup and Retention Policy

A. Purpose

The purpose of the Data Backup and Retention Policy is to establish the rules for the backup and storage of City electronic information.

B. Policy

Backup

1. Each system that is backed up by the IT Contractor shall have a backup and recovery process that is documented and periodically reviewed by the IT Contractor.
2. The frequency and extent of backups shall be in accordance with the importance of the information and acceptable risk as determined by the IT Contractor with input from the City Administrator.
3. Physical access controls implemented at offsite backup storage locations shall meet or exceed the physical access controls of the source systems. Additionally, backup media shall be protected in accordance with the highest sensitivity level of information stored.
4. Backups shall be periodically tested to ensure that they are recoverable.
5. Procedures for offsite backup storage shall be reviewed annually.
6. Only user files saved to the City network storage are backed up. Documents saved to local systems are not backed up. Employees should refrain from saving documents to their local systems. Employees desiring to back up information that is not connected to the network shall institute a backup method separate from that which is administered by the IT Contractor.

Storage

1. Storage of non-business related personal files on network resources is prohibited and subject to removal.
2. All data storage and retention rules shall be configured to comply with the City's approved Records Retention policy. Where no retention policy exists, the City will comply with the standard Missouri Records Retention guidelines.

XI. Personal Computer Replacement Cycle Policy

A. Purpose

This policy establishes requirements for replacement of personal computers (PCs).

B. Scope

This Policy applies to all City-owned personal computers. This Policy is applicable to all elected officials, staff and all others, including outsourced third-parties

(such as contractors, or other service providers), which have access to, or use or manage information technology assets.

C. Policy

Every personal computer shall be replaced with a new computer, a minimum of once every six years or at the discretion of the City Administrator. At the time of purchase, the new computer shall meet the minimum level of technology requirements established by the IT Contractor.

City of Weldon Spring, Missouri

Information Technology Policy

Acknowledgement of Receipt and Understanding Form

I HEREBY ACKNOWLEDGE that I have received, read, and understand the City's Information Technology Policy and understand that I must abide by the terms as a condition of employment. I further acknowledge that, as a user of the City's Information Technology resources, I am obligated to preserve the integrity of the City's information technology and that I have no expectation of privacy with regard to the work performed using the City's information technology.

I acknowledge the information, policies, and standards described herein are necessarily subject to changes and revisions. All such changes will be communicated through official notices, and I understand revised information supersedes, modifies, or eliminates existing policies.

I understand that violations of these standards and the policies therein may result in disciplinary action, up to and including termination of employment.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE RECEIVED, READ AND UNDERSTAND THE CITY'S INFORMATION TECHNOLOGY POLICY AND STANDARDS.

Signature of Employee

Date

Printed Name

TO BE INCLUDED IN EMPLOYEE'S PERSONNEL FILE

Attachment 1 – Acknowledgement Form

City of Weldon Spring, Missouri Information Technology Policy

SPECIAL ACCOUNT ACCESS

Acknowledgement of Receipt and Understanding Form

I HEREBY ACKNOWLEDGE that I have received, read, and understand the City's Special Account Access Policy and understand that I must abide by the terms as a condition of employment.

I understand that violations of the Special Access Account Policy may result in disciplinary action up to and including termination of employment.

MY SIGNATURE BELOW DEMONSTRATES THAT I HAVE RECEIVED, READ AND UNDERSTAND THE SPECIAL ACCESS ACCOUNT POLICY.

Signature of Employee

Date

Printed Name

City Administrator

Date

TO BE INCLUDED IN EMPLOYEE'S PERSONNEL FILE

Attachment 2 – Special Account Access Form

City of Weldon Spring, Missouri

Information Technology Policy

VENDOR CONFIDENTIALITY AGREEMENT

I HEREBY ACKNOWLEDGE that a condition of being granted access to the City of Weldon Spring, Missouri's network, special access accounts and central, secure equipment is reading, understanding and agreeing to the following:

"Confidential IT Information" is defined as all administrative or technical information whether tangible or intangible that is generated, created, processed or possessed by the City of Weldon Spring, Missouri or associated with the City's computer networks or data processing operations, including but not limited to passwords or other like codes or means of acquiring access to the City's computer system or any portion thereof (including but not limited to administrator-level access), software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to logical and physical design of computer systems, network infrastructure, operational manuals, test data, graphic communication, specifications, "know-how," business plans, financial data, drawings, electronic and other information related to Information Technology activities of the City. Confidential IT Information shall also include any other information that is designated as such by the City at the time of disclosure to any Recipient. As used herein, a "Recipient" includes any person or other entity retained by or that has contracted with the City to provide any goods or services (including all employees of the person or entity), where the provision of such goods or services reasonably requires the disclosure to and use by such person or entity of Confidential IT Information.

All Recipients shall use the Confidential IT Information to the minimum extent reasonably necessary to perform under any contract for the provision of goods or services to the City. Without otherwise limiting the foregoing, Recipients shall specifically be prohibited from copying,

duplicating or otherwise retaining Confidential IT Information of the City. Recipients shall hold in confidence any and all Confidential IT Information disclosed to or received by Recipient, and further agree not to disclose Confidential IT Information to third parties or to use Confidential Information, except as contemplated or permitted herein or as affirmatively required by applicable law or the order of a court of competent jurisdiction, or with the written consent of an authorized official, officer or agent of the City.

All Confidential IT Information is and shall at all times remain the property of the City. All Recipients shall return such Confidential IT Information upon demand from the City made upon the termination or completion of any contract or agreement with the City or under any other circumstances deemed by the City to necessitate the return thereof.

MY SIGNATURE BELOW DEMONSTRATES THAT I HAVE RECEIVED, READ AND UNDERSTAND THE VENDOR CONFIDENTIALITY AGREEMENT.

Print name and Title:

Company Name:

Signature and Date

Attachment 3 – Vendor Confidentiality Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN IN
THE CITY OF WELDON SPRING, MISSOURI, READOPTING
THE INVESTMENT POLICY OF PUBLIC FUNDS

WHEREAS, the Mayor and Board of Aldermen of the City of Weldon Spring being first duly assembled this 22th day of August, 2024 at a regular Board Meeting, does hereby adopt the following Investment Policy Resolution:

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

SECTION 1: It is the policy of the City of Weldon Spring to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting daily cash flow requirements and conforming to all federal, state and local statutes governing the investment of public funds. Except for cash in certain restricted and special funds, the City Treasurer will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

SECTION 2: The primary objectives of the City's investment activities in order of priority shall be:

- **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk
- **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.
- **Return on Investments:** The City's investment portfolio shall be designed with the objective of attaining a competitive rate of return throughout budgetary and economic cycles commensurate with the investment risk constraints and cash flow need
- **Credit Risk:** The City will minimize concentration of credit risk and custodial credit risk by:
 - Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the City will do business.
 - Diversifying the portfolio so that potential losses on individual securities will be minimized.
 - Collateralize investments issued by financial institutions which specify that moneys have been deposited for a specific period and require it to be backed by certified collateral guaranteeing the security of the investment in accordance with Missouri State Statute.

RESOLUTION NO. _____

- **Interest Rate Risk:** The City Treasurer will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
 - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 - Investing operating funds primarily in shorter-term securities.

SECTION 3: Investments shall be made in accordance to the Missouri State Statutes, including, but not limited to Section 110.010 to 110.060 Investment Policy.

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

SECTION 4: The Treasurer, the Finance Chairman of the Board of Aldermen, City Administrator, and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

SECTION 5: The City Administrator and the City Treasurer shall establish a system of internal controls which shall be reviewed annually by an external auditor. The controls shall be designed to prevent loss of public funds due to fraud, error or misrepresentation. The City Administrator will generate a quarterly, semi-annual and annual report outlining investment activity, and the Finance Chairman of the Board of Aldermen will provide quarterly updates to the Board on investments. The City Treasurer will maintain a list of financial institutions authorized to provide investment services. No public deposit shall be made except in a qualified public depository located in the State of Missouri.

SECTION 6: This Investment Policy Resolution was presented, reviewed and unanimously approved by the Mayor and Board of Aldermen on this 22th day of August, 2024 and supersedes any and all previous resolutions regarding investment policy for the City of Weldon Spring.

Read and adopted this _____ day of _____,
2024.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk