



**CITY OF WELDON SPRING  
BOARD OF ALDERMEN MEETING  
ON TUESDAY, JANUARY 14, 2020, AT 7:30 P.M.  
WELDON SPRING CITY HALL  
5401 INDEPENDENCE ROAD  
WELDON SPRING, MISSOURI 63304**

**\*\*\*\* AGENDA \*\*\*\***

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. APPROVAL OF MINUTES**
  - A. December 12, 2019 – Regular Board Meeting Minutes
- 5. CITIZENS COMMENTS:**
- 6. PUBLIC HEARING:**
- 7. CITY TREASURER:** Paid Bills (12-5-19 – 1-7-20) & Unpaid Bills (12-13-19 – 1-14-20)
- 8. UNFINISHED BUSINESS:**
  - A. Bill #1136 - An Ordinance Enacting Article IV Section 130.100 of the City of Weldon Spring, Missouri, Municipal Code Establishing A Reserve Fund Policy – **Alderman Clutter**
  - B. Bill #1137 - An Ordinance Authorizing the Execution of an Amended Agreement with Lashley & Bear P.C. Regarding Prosecuting Attorney Legal Services – **Alderman Kolb**
  - C. Independence Road Phase IV Revised Supplemental Agreement #3 – **City Administrator**
- 9. NEW BUSINESS:**
  - A. An Ordinance of the City of Weldon Spring, Missouri, to Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interest for Certain Officials – **Alderman Schwaab**
  - B. Camelot Subdivision Fence Request – **Camelot HOA**
  - C. Wrenwyck Place Box Culvert Repair – **City Administrator**
  - D. Adopting the 2020 Reserve Fund Level - \$834,992.25 – **Motion Needed**
- 10. REPORTS & COMMITTEES:**

<ol style="list-style-type: none"><li>A. City Administrator</li><li>C. Planning &amp; Zoning Commission</li><li>E. C.E.R.T. Report</li></ol>	<ol style="list-style-type: none"><li>B. City Attorney</li><li>D. Finance Committee</li><li>F. Parks &amp; Recreation (Appointment)</li></ol>
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- 11. RECEIPTS & COMMUNICATIONS**
- 12. WORK SESSION:**
  - A. Scheduling January Work Session (Procedures)
- 14. ADJOURNMENT**

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



This notice was posted at 5401 Independence Road on 1-10-20 at 9:20am by W C Banks.

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

**CALL TO ORDER:** The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, December 12, 2019 at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Donald Licklider called the meeting to order.

**PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited.

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

Ward 1:	Alderman Clutter	Alderman Hillmer
Ward 2:	Alderman Schwaab	Alderman Kolb
Ward 3:	Alderman Martiszus	Alderman Baker

A quorum was declared.

**MINUTES: November 12, 2019 Board Minutes** - Alderman Hillmer moved to approve the minutes as written from the November 12, 2019 regular meeting. Alderman Clutter seconded the motion. **Motion carried** with 6 ayes.

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

**PUBLIC HEARING:** There was no public hearing scheduled.

**TREASURER'S REPORT:** Alderman Clutter made a motion to accept the Treasurer's packet of paid bills from November 6, 2019, to December 5, 2019, and the unpaid bills from November 13, 2019, to December 12, 2019. Alderman Clutter asked about the \$75.00 charge on the City Engineer's invoice for Sammelmann Road Sidewalk. Mr. Padella, the City Administrator, told Alderman Clutter the \$75.00 charge was for review of the crosswalk at the intersection of Pittman Hill Road. The motion was seconded by Alderman Baker. **Motion carried** with 6 ayes.

**OLD BUSINESS:**

**An Ordinance Authorizing the Execution of an Agreement between St. Charles County and the City of O'Fallon, the City of St. Charles, the City of St. Peters, the City of Wentzville, the City of Lake St. Louis, the City of Weldon Spring, the City of Dardenne Prairie, and the City of Cottleville, Missouri, Municipalities to Share Costs Regarding Ortho and Oblique Imagery from, Pictometry:** Alderman Schwaab made a motion to take Bill #1133 off the table, seconded by Clutter.

Alderman Schwaab move to read Bill # 1133 for its seconded reading and final time, seconded by Alderman Clutter. On a roll call vote, the Bill #1130 was placed as Ordinance 19-18 as followed:

AYES: 4 – Schwaab, Clutter, Hillmer, and Baker  
NOES: 2 - Kolb and Martiszus  
ABSENT: 0

**NEW BUSINESS:**

**An Ordinance Authorizing the Acceptance of the Dedication of the Storm Sewers of the Summit at Whitmoor Subdivision by the City of Weldon Spring, Missouri, and Matters Relating Thereto:** Alderman Clutter moved to introduce and read Bill # 1134 by title only for its first reading. Alderman Baker seconded the motion and the **motion carried.**

Alderman Clutter move to read Bill # 1134 for its seconded reading and final time, seconded by Alderman Baker. On a roll call vote, the Bill #1134 was placed as Ordinance 19-19 as followed:

AYES: 6 – Clutter, Baker, Kolb, Hillmer, Martiszus, and Schwaab  
NOES: 0  
ABSENT: 0

**An Ordinance Amending Section 116.020(C)(1) of the Municipal Code for the City of Weldon Spring, Missouri Regarding Membership to the Parks & Recreation Advisory Committee:** Alderman Baker moved to introduce and read Bill # 1135 by title only for its first reading. Alderman Clutter seconded the motion and the **motion carried.**

Alderman Baker move to read Bill # 1135 for its seconded reading and final time, seconded by Alderman Clutter. On a roll call vote, the Bill #1135 was placed as Ordinance 19-20 as followed:

AYES: 6 – Clutter, Baker, Kolb, Hillmer, Martiszus, and Schwaab  
NOES: 0  
ABSENT: 0

**An Ordinance Enacting Article IV Section 130.100 of the City of Weldon Spring, Missouri, Municipal Code Establishing A Reserve Fund Policy:** Alderman Clutter moved to introduce Bill # 1137 for its first reading by title only. Alderman Martiszus seconded the motion and the **motion carried.**

Alderman Hillmer made a motion to make amend Section 3 of Bill #1137 to add the words “of the Reserve Fund” after the word “calculation.”

Alderman Clutter second the motion. On a roll call vote, the **motion passed** as followed:

AYES: 6 – Clutter, Baker, Kolb, Hillmer, Martiszus, and Schwaab  
NOES: 0  
ABSENT: 0

Bill # 1136 was tabled in accordance with City Code.

**An Ordinance Authorizing the Execution of an Amended Agreement with Lashley & Bear P.C. Regarding Prosecuting Attorney Legal Services:** Alderman Kolb moved to introduce Bill # 1137 for its first reading. Alderman Hillmer seconded the motion and the **motion carried**.

After brief discussion, Alderman Martiszus made a motion to table Bill #1137 so City staff can gather more research on comparables from other municipalities, seconded by Alderman Schwaab. **Motion carried** with 6 ayes.

**Independence Road Phase IV Supplemental Agreement #3:** This item was tabled because the Board wants a more detail breakdown of the items in the agreement.

**Curb Replacement Bid Results:** Alderman Baker made a motion to accept the \$21,889.15 bid from Pridemaster, Inc., with a stipulation that the project should be completed by May 1, 2020, seconded by Alderman Hillmer. **Motion carried** with 6 ayes.

The lowest bid was by Lamke Trenching & Excavating, but the bid was disqualified and rejected by the City due to the incompleteness of their submittal and failure to follow the Request for Bids' instructions.

**Kiwanis Club Update:** This topic was tabled.

**Sammelman Road Sidewalk Project:** There was no discussion on this topic at this time.

**Change Order #1 – Walking Trails Improvements:** Alderman Baker made the motion to approve the change order for \$4,160, seconded by Alderman Martiszus. **Motion carried** with 6 ayes.

**Business License Discussion:** This topic will be discussed at a future Work Session.

#### **REPORTS AND COMMITTEES:**

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

**City Attorney:** No report giving.

**Planning and Zoning Commission:** No report given

**Finance Committee:** Alderman Clutter stated the next Finance Committee meeting is scheduled for January 7, 2020.

**CERT Committee:** No report given

**PRAC Committee:** Alderman Baker made a motion to approve Mayor Licklider's nomination of Andrew Wolf to the Parks and Recreation Advisory Committee, seconded by Alderman Hillmer. **Motion carried** with 6 ayes.

**Priorities Update:** No report given

**WORK SESSION:**

A Work Session has been scheduled for 6:00 PM on January 23, 2020. The Work Session is to discuss certain general operating procedures for the City.

**ADJOURNMENT:**

Alderman Kolb moved to adjourn the meeting at 9:20 PM and Alderman Hillmer seconded the motion. **Motion carried** with 6 ayes.

Respectfully submitted,

\_\_\_\_\_  
William C. Hanks  
City Clerk

**PAID BILLS TO BE APPROVED  
DECEMBER 4, 2019 - JANUARY 7, 2020**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
14th DAY OF JANUARY 2020 \_\_\_\_\_, MAYOR



ACCOUNTS PAYABLE				
CLAIMS REPORT				
Range: 12/4/2019 - 1/7/2020				
VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
AFLAC	MONTHLY INSURANCE PAID BY EMP	\$ 361.86	11290574	12/4/2019
ANTHEM LIFE	EMPLOYEE INS GROUP A37265	\$ 92.50	15922	12/23/2019
BANKCARD SVCS - CENTRAL BANK	CREDIT CARD CHARGES	\$ 2,104.57	11290577	12/24/2019
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	\$ 240.00	15923	12/23/2019
COCHRAN	M19-7755 WALKING TRAILS	\$ 5,209.00	15924	12/23/2019
CUIVRE RIVER ELECTRIC	NEW SVC TO CABIN	\$ 330.00	15925	12/23/2019
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	\$ 587.97	15954	1/3/2020
DELTA DENTAL OF MISSOURI	EMPLOYEE DENTAL BENEFIT	\$ 295.76	15955	1/3/2020
DIV OF EMPLOYMENT SECURITY	UNEMPLOYMENT TAXES - 4TH QTR	\$ 40.36	15956	1/3/2020
DON LICKLIDER	MILEAGE REIMB	\$ 63.22	15918	12/19/2019
DONALD SCHWAAB	MIELAGE REIMB	\$ 22.04	15926	12/23/2019
FLO-SYSTEMS INC	NID SEWER REPAIRS	\$ 2,105.59	15927	12/23/2019
GRAPHIC ENTERPRISES, INC	TONER CARTRIDGES	\$ 139.98	15957	1/3/2020
LAURA BROWN	EXPENSE / MILEAGE REIMB	\$ 94.83	15958	1/3/2020
LAW ENFORCEMENT SYSTEMS, INC	MISSOURI UNIFORM CITATIONS	\$ 83.00	15959	1/3/2020
MAILFINANCE	LEASE PAYMENT POSTAGE MACHINE	\$ 146.97	15960	1/3/2020
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET	\$ 377.07	11290578	12/31/2019
MICHAEL PADELLA	FIRST AID MEDICAL KIT RESTOCK	\$ 163.50	15905	12/5/2019
MISSOURI DEPT OF REVENUE	CRIME VICTIM COURT COST	\$ 442.06	15919	12/19/2019
MISSOURI MUNICIPAL LEAGUE	PER CAPITA DUES/PER RESIDENT	\$ 944.30	15961	1/3/2020
Z. MITCHELL JORDAN	WATER/TOILET PAPER	\$ 158.72	15928	12/23/2019
MO DEPT OF PUBLIC SAFETY	PO STANDARD & TRAIN FUND	\$ 62.00	15920	12/19/2019
PALLARDY HEATING & AIR	FALL CLEAN/CHECKS	\$ 125.00	15929	12/23/2019
R & R SANITATION	PORTA-POTTIES JULY 4TH EVENT	\$ 430.00	15930	12/23/2019
REPUBLIC SERVICES	TRASH SERVICE	\$ 90.09	15962	1/3/2020
S.C.A.C.O.	CODE OFFICIAL MEMBERSHIP DUES	\$ 20.00	15963	1/3/2020
SHERIFF'S RETIREMENT SYSTEM	SHERIFF'S FUND - COURT FEES	\$ 186.00	15921	12/19/2019
ST LOUIS SELECT LANDSCAPING	FERTILIZATION	\$ 822.38	15931	12/23/2019
SUE STEIGER	EXPENSE / MILEAGE REIMB	\$ 33.43	15964	1/3/2020
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	\$ 4,298.58	15933	12/23/2019
VERIZON WIRELESS	MONTHLY CELL	\$ 151.53	15965	1/3/2020
VERIZON WIRELESS	CELL PHONE PARKS DEPT	\$ 7.43	15966	1/3/2020
WILLIAM C HANKS	MILEAGE REIMB	\$ 45.70	15967	1/3/2020
Accounts Payable Total		\$ 20,275.44		

**UNPAID BILLS TO BE APPROVED  
DECEMBER 13, 2019 -- JANUARY 14, 2020**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
14th DAY OF JANUARY 2020 \_\_\_\_\_, MAYOR



# ACCOUNTS PAYABLE CLAIMS REPORT

Range: 12/13/19 - 1/14/20

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
THE PAINT SMITHS OF STL, INC	REPAIRS/RE-PAINT LG WELCOME	\$ 1,538.00	15932	12/23/2019
ST CHARLES ENGINEERING	CITY ENGINEER	\$ 2,390.55	15969	1/14/2020

Accounts Payable Total

\$ 3,928.55

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

\*\*\*\*\*

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

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

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

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

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

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

**SECTION 3:** Any one-time capital expenses will not be included in this calculation of the Reserve Fund.

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

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

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

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

\_\_\_\_\_  
Donald D. Licklider, Mayor

Attest:

\_\_\_\_\_  
William C. Hanks, City Clerk

APPROVED BY THE MAYOR OF THE CITY OF WELDON SPRING THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Donald D. Licklider, Mayor

Attest:

\_\_\_\_\_  
William C. Hanks, City Clerk

To approve Bill #

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

Aye

Nay

Abstention

Clutter

Hillmer

Schwaab

Kolb

Martiszus

Baker

Licklider

Absent: \_\_\_\_\_

BILL NO. 1137

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

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

\*\*\*\*\*

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

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

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

**SECTION 3:** That this ordinance shall be in full force and effect immediately upon its enactment and approval.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON  
SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.*

\_\_\_\_\_  
Donald D. Licklider, Mayor

Attest:

\_\_\_\_\_  
William C. Hanks, City Clerk

To approve Bill

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

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

Absent: \_\_\_\_\_



**LASHLY & BAER, P.C.**  
ATTORNEYS AT LAW

**BRIAN J. MALONE**  
Licensed in Missouri  
**DIRECT: 314 436.8375**  
*bmalone@lashlybaer.com*

**MISSOURI**  
714 Locust Street  
St. Louis, MO 63101-1699  
**TEL: 314 621.2939**  
**FAX: 314 621.6844**  
*www.lashlybaer.com*

**ILLINOIS**  
20 East Main Street  
Belleville, IL 62220-1602  
**TEL: 618 233.5587**  
By Appointment Only

December 4, 2019

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

**Re: Amended Agreement with Lashly & Baer, PC**

Dear Mr. Padella:

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

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

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

Mr. Michael Padella  
December 4, 2019  
Page 2

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

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "BJM", written over a horizontal line.

Brian J. Malone

BJM/BJM

Enclosure

## **FIRST AMENDED LEGAL SERVICES AGREEMENT**

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

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

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

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

### **I. SCOPE OF SERVICES/COMPENSATION**

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

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

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

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

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



## **II. OUT-OF-POCKET EXPENSES**

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

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

## **III. FIRM PERSONNEL**

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

## **IV. AGREEMENT TERM**

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

## **V. INDEPENDENT CONTRACTOR/INSURANCE**

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

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

## **VI. INTEGRATION**

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

## **VII. AMENDMENTS AND MODIFICATION**

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

## **VIII. APPLICABLE LAW**

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**CITY OF WELDON SPRING**

**LASHLY & BAER, P.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Brian J. Malone

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

**AN ORDINANCE OF THE CITY OF WELDON SPRING, MISSOURI, TO ESTABLISH A  
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND  
SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS**

\*\*\*\*\*

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

**SECTION 1: Declaration of Policy**

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

**SECTION 2: Conflicts of Interest**

- A. All elected and appointed officials as well as employees of a political subdivision must comply with Chapter 105 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- B. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his or her spouse, or his or her dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$ 10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$ 5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

**SECTION 3: Disclosure Reports**

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1<sup>st</sup> or the appropriate deadline as referenced in Section 105.487, RSMo, if any such transactions occurred during the previous calendar year;

- A. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$ 500.00), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

- B. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$ 500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- C. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1<sup>st</sup> , or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year;
1. The name and address of each of the employers of such person from whom income of one thousand dollars (\$ 1,000.00) or more was received during the year covered by the statement;
  2. The name and address of each sole proprietorship that he or she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;
  3. The Name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

#### **SECTION 4: Filing of Reports.**

- A. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
1. Every person required to file a financial interest statement shall file the statement annually not later than May 1<sup>st</sup> and the statement shall cover the calendar year ending the immediately preceding December 31<sup>st</sup> ; provided that any member of the Board may supplement the financial interest statement to report additional interests acquired after December 31<sup>st</sup> of the covered year until the date of filing of the financial interest statement.
  2. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment covering the calendar year ending the previous December 31<sup>st</sup> .
  3. Every candidate required to file a personal disclosure statement shall file no later than fourteen (14) days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve (12) months prior to the closing date of filing for candidacy.

- B. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the City Clerk of the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**SECTION 5:** *Filing of Ordinance*

A certified copy of this ordinance, adopted prior to September 15<sup>th</sup>, shall be sent within ten (10) days of its adoption to the Missouri Ethics Commission.

**SECTION 6:** *Effective Date*

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two (2) years from the date of passage.

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

\_\_\_\_\_  
Donald D. Licklider, Mayor

Attest:

\_\_\_\_\_  
William C. Hanks, City Clerk

To approve Bill

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

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

Absent: \_\_\_\_\_

# Wrenwyck Place Box Culvert Repair

Monday, December 30, 2019

## Background

The Wrenwyck Place Box culvert was constructed by developer Berra Construction and as-built plans show the work being complete dated 1/31/1996. There is a double 12'x8' box culvert for storm water that runs under Wrenwyck Place Drive. The box culvert was constructed with precast box sections, linked together with male/female joints sealed with tar.

On November 12, 2019 a resident in the Wrenwyck Place Subdivision, (Gilbert Cattoor, 5651 Wrenwyck Pl., 314.210.5104) notified the City a sinkhole was developing near a curb inlet and next to the street on Wrenwyck Place Drive. A work order was written to St. Charles County Highway on the same date. The County Highway Department ran water into the sinkhole, which showed the problem to be leaking / deteriorated joints in the box culvert below. The box is approximately 8'-10' under the street and carries a the water from a creek. The County Highway Department filled the sinkhole with 2" clean rock. A week later, the rock has subsided some and the County crew added more rock to level off the sinkhole. An orange construction fence and cones are currently around the sinkhole.

## Options

Do-Nothing- If further repairs are not made, the joints will continue to deteriorate with freeze thaw cycles and the sinkhole will continue to expand. If the sinkhole expands, there is a curb inlet and the roadway itself which could collapse into an enlarged sinkhole. The do-nothing option just delays an even greater expense.

St. Charles County Highway Department Repair – The County has the ability to excavate and repair the joints. Their repair method would require closing half of the street, removing soil, pavement, sod down to the box and resealing the joint and capping with concrete. This would seal the top of the box, but not the side joints as that would require even more excavation. This is a very intrusive, impactful repair that could grow in scope and costs. The area would then need to be restored, new pavement, sod, etc. The cost to perform this is estimated by the County to be **\$19,819.57**. (See attached estimate)

URETEK Repair – URETEK is an expansive foam product which can be installed in wet environments. URETEK is a nationwide contractor utilized on many similar government contracts. They propose to drill thru the concrete box near the joints and inject expansive foam to seal the joints. They recommend sealing the first four (4) joints, not just the one leaking the most to prevent the water from just moving to the next joint. This would be the least impactful to the neighborhood and the sealing has a 2-year warranty. The proposal to perform this work is **\$7,040.00**. (See attached proposal) This is a proprietary product.



## Recommendation

The **Do-Nothing** option only delays and increases the future repair costs, so it is not recommended.

The **St. Charles County Highway Department** repair option would be costly and very impactful to the neighborhood. While it is a conventional repair, it also does not seal the side joints, which could fail causing the same issue.

The **URETEK** option seals four of the joints completely and comes with a two-year warranty. The work is performed in a day or two by specialized crews and this method has been proven on similar projects. It is the least impactful repair at the lowest fixed costs.

For these reasons, I am **recommending the URETEK repair** method to be performed as soon as possible. The County would still need to put soil back and reseed the sinkhole area, which is a minimal expense at this time. In discussion with George Ketterman of St. Charles County Highway Department, he also agreed the URETEK option would be his recommendation. George would be supervising the work if the County were to repair this box culvert with their crews.

Sincerely,

Bill J. Schnell, P.E.  
Storm Water Manager

Attachment – Photos



Sinkhole as discovered on 12/12/2019



**Current status – County has placed rock in hole with cones and fencing. The County had to place more rock once due to continued erosion of material**



Leaking joint in Box Culvert





12'x8' Double Box Culvert under Wrenwyck Place Drive

City of Weldon Spring Reserve Policy Calculation Report:				
	Operating Expenditures:			
Major Fund:	FY 2017 Actual:	FY 2018 Actual:	FY 2019 Actual:	Avg. by Fund:
General Fund	456,690.95	436,795.47	452,318.61	448,601.68
Parks & Facilities Fund	114,408.96	124,958.95	128,356.45	122,574.79
State Rev. Sharing Fund	225,198.00	255,210.29	311,039.06	263,815.78
<b>3 Funds Annual Total:</b>	<b>796,297.91</b>	<b>816,964.71</b>	<b>891,714.12</b>	<b>834,992.25</b>

Three-Year Rolling Average: \$ 834,992.25

The target Reserve Fund level for 2020 is : \$ 834,992.25