

# CITY OF WELDON SPRING BOARD OF ALDERMEN MEETING ON TUESDAY, NOVEMBER 12, 2019, AT 7:30 P.M. WELDON SPRING CITY HALL 5401 INDEPENDCE 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. October 24th, 2019 Regular Board Meeting Minutes
- 5. CITIZENS COMMENTS:
  - A. Boy Scout Troop 353
- 6. PUBLIC HEARING:
- 7. CITY TREASURER: Paid Bills (10-16-19 11-5-19) & Unpaid Bills (10-25-19 11-12-19)
- 8. UNFINISHED BUSINESS:
  - A. Bill #1133 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
- 9. NEW BUSINESS:
  - A. Troop 353 Request to Operate a Christmas Tree Lot City Clerk
  - B. Weldon Spring ROW Ground Maintenance Bid Results City Administrator
  - C. Winter Newsletter Approval City Administrator
- 10. REPORTS & COMMITTEES:
  - A. City Administrator
  - C. Planning & Zoning Commission
  - E. C.E.R.T. Report
- 11. RECEIPTS & COMMUNICATIONS
- 12. WORK SESSION:
- 14. ADJOURNMENT

B. City Attorney

D. Finance Committee

F. Parks & Recreation

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

# CITY OF WELDON SPRING REGULAR MEETING OF THE BOARD OF ALDERMEN OCTOBER 24, 2019

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, October 24, 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

Ward 2: Alderman Schwaab Alderman Kolb

Ward 3: Alderman Martiszus

Alderman Hillmer and Baker was absent from the meeting. A quorum was declared.

MINUTES: October 8, 2019 Board Minutes - Alderman Schwaab moved to approve the minutes as written from the October 8, 2019 regular meeting. Alderman Clutter seconded the motion. Motion carried with 4 ayes

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

PUBLIC HEARING: There was no public hearing scheduled.

TREASURER'S REPORT: Alderman Cutter made a motion to accept the Treasurer's packet of paid bills from October 2, 2019, to October 15, 2019, and the unpaid bills from October 9, 2019, to October 24, 2019, with one objection on the paid bills, seconded by Alderman Schwaab. Alderman Clutter objection was the ¾ hour work on the Sammelmann Road Sidewalk by the City Engineer, which totals \$75.00. After a brief discussion, it was decided that the City Administrator would seek a \$75.00 credit pending more information from the City Engineer. Motion carried with 4 ayes.

### **NEW BUSINESS:**

A Temporary Liquor License for an Event by the Hog's Haus: Alderman Clutter made a motion to approve a temporary Liquor License for the Hog's Haus, seconded by Alderman Martiszus. Motion carried with 4 ayes.

The temporary Liquor License allows the Hog's Haus to sell alcohol in the parking lot at 810 O'Fallon Road from 12:00 PM to 5:00 PM on November 3<sup>rd</sup>, 2019.

An Ordinance Establishing the Procedure, Requirements, and Time Period for the Office of Alderman for the City of Weldon Spring, Missouri in the April 7<sup>th</sup>, 2020 Municipal Election: Alderman Kolb moved to introduce Bill # 1132 for its first reading. Alderman Schwaab seconded the motion and the motion carried.

Alderman Kolb moved to invoke the emergency clause and read Bill # 1132 twice at tonight's meeting. Alderman Clutter seconded the motion. On a roll call vote, the **motion passed** as followed:

AYES: 4 – Kolb, Clutter, Schwaab, and Martiszus

NOES: 0

ABSENT: 2 – Hillmer and Baker

Alderman Kolb move to read Bill # 1132 for its seconded reading and final time, seconded by Alderman Clutter. On a roll call vote, the Bill #1132 was placed as Ordinance 19-17 as followed:

AYES: 4 – Kolb, Clutter, Schwanb, and Martiszus

NOES: 0

ABSENT: 2 – Hillmer and Baker

Resolution 10-24-19 – Regional Hazard Mitigation Plan: Alderman Martiszus made a motion to read and approve Resolution 10-24-19, seconded by Alderman Clutter.

Motion carried with 4 ayes.

Resolution 10-24-19A — Supporting First Responders: Alderman Schwaab made a motion to read and approve Resolution 10-24-19A, seconded by Alderman Clutter. Motion carried with 4 ayes.

An Ordinance Authorizing the Execution of an Agreement between St. Charles County and the City of C. 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 moved to introduce Bill # 1133 for its first reading. Alderman Clutter seconded the motion and the motion carried.

A brief discussion about cost took place. It was decided that the City Administration will provide a memo on how this technology will benefit City staff.

Bill # 1133 was tabled in accordance with City Code.

Unaudited Receipts & Disbursements for the Year End of Fiscal Year 2019: Alderman Clutter made a motion to approve the Unaudited Receipts and Disbursements for the end of the 2019 fiscal year for publication, seconded by Alderman Schwaab. Motion carried with 4 ayes

# **REPORTS AND COMMITTEES:**

City Administrator: Mr. Padella (City Administrator) briefly summarized his report. He suggested that a future Work Session with the City Engineer might be beneficial to discuss future road maintenance needs

City Attorney: Mr. Wohler (City Attorney) briefly discuss the missing easements for the Neighborhood Improvement District's sewers.

Planning and Zoning Commission: No report given

**Finance Committee:** Alderman Clutter stated the Finance Committee has a tentative date for their next meeting on November 13, 2019

**CERT Committee:** No report given

PRAC Committee: Alderman Clutter made a motion to approve Mayor Licklider's nominations of Dan Scheetz and John Stefanyak to the Parks and Recreation Advisory Committee, seconded by Alderman Schwaab. Motion carried with 4 ayes.

Priorities Update: No report given

# **RECEIPTS & COMMUNICATIONS:**

Alderman Clutter: He reported that some of the members on the Parks and Recreation Advisory Committee might be unhappy with some of the placement of the new trees in the City's Park and how the Board are not listening to their recommendations. He indicated that the Parks and Recreation Advisory Committee might need to be reminded that they are only a recommendation committee and some of their recommendation might change by City's staff and the Board

Alderman Schwaab: He stated some of the residents on Rodelle Woods Drive are asking for a stripe crosswalk across Independence Road.

Alderman Martiszus: He asked about the Vanguard Project. He was curious when the storage containers and other construction materials are going be moved off the property adjacent to the project. He wants the City to conduct research on an Ordinance to prevent this issue for any future development because he feels this is unacceptable. A brief discussion took place.

Alderman Martiszus stated the developer made promises on certain improvements to gain approval and he believes those commitments need to be fulfilled before any occupancy permits are approved.

# **ADJOURNMENT:**

Alderman Kolb moved to adjourn the meeting at 8:36 PM and Alderman Clutter seconded the motion. **Motion carried** with 4 ayes.

Respectfully submitted,

William C. Hanks
City Clerk

# OCTOBER 16, 2019 -- NOVMEBER 5, 2019 PAID BILLS TO BE APPROVED

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS

12th DAY OF OCTOBER, 2019

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK# DATE
ABCREATIVE CNA SURETY DIRECT BILL DELTA DENTAL OF MISSOURI FOREST RELEAF OF MISSOURI KEVIN CARROLL LAURA BROWN MISSOURI DEPT OF REVENUE MO DEPT OF PUBLIC SAFETY MSLACA TOTALFUNDS SHERIFF'S RETIREMENT SYSTEM ST CHARLES CNTY PUBLIC HEALTH WHEELHOUSE SOLUTIONS WHEELHOUSE SOLUTIONS WILLIAM C HANKS	PLAYGROUND RENO/INSTALLATION LAURA BROWN NOTARY BOND 0419-1811 DENTAL INS 17 TREES FOR PARKS BRSH HOGGING/SIEDENTOP RD MILEAGE REIMB CRIME VICTIM PO STANDARD & TRAIN FUND L.BROWN DUES/COURT ADMIN POSTAGE REFILL COURT FEES MOSQUITO CONTROL MANAGED SERVICES NEW SERVER HOWE PARTIAL PYMT EXPENSE REIMB	49,597,50 50.00 147.88 1,350.00 280.00 340.22 477.71 67.00 70.00 500.00 201.00 102.51 719.34 3,670.63	49,597.50 50.00 147.88 1,350.00 280.00 340.22 477.71 67.00 70.00 500.00 201.00 102.51 4,389.97 59.16	15783 9/30/19 15790 10/25/19 15784 10/25/19 15785 10/22/19 15785 10/22/19 15781 10/25/19 15782 10/25/19 15782 10/25/19 15782 10/25/19 15783 10/25/19 15784 10/25/19 15780 10/16/19
	-322- 2-35/3- 13:55/20		CK.2C0,7C	

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

SECTION 1: That Section 70.220 RSMo. Authorizes intergovernmental agreements.

SECTION 2: That the Board of Aldermen hereby authorize the execution by the Mayor of the Intergovernmental Cooperation and Agreement (Sharing cost regarding ortho and oblique imagery from pictometry), which is attached hereto as Exhibit "A" and is incorporated by reference herein.

SECTION 3: That this ordinance shall be in full force and effect from and after its enactment and approval

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

READ TWO TIMES AND PASSED BY T	HE BOARD OF ALD	ERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS_	DAY OF	, 201
	Donald D	. Licklider, Mayor
Attest:		
William C. Hanks City Clerk		

APPROVEDAY		MAYOR OF T	HE CITY OF WELDON SPRING THIS, 2019.
		-	Donald D. Licklider, Mayor
Attest:			
Will	liam C. Hank	s, City Clerk	
To approve	Bill		
Motioned: _ Seconded: _			
	Aye	Nay	Abstention
Clutter Hillmer Schwaab Kolb Martiszus Baker Licklider Absent:			

# 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 SAINT LOUIS, THE CITY OF DARDENNE PRAIRIE, THE CITY OF WELDON SPRING, AND THE CITY OF COTTLEVILLE, MISSOURI, MUNICIPALITIES, TO SHARE COSTS REGARDING ORTHO AND OBLIQUE IMAGERY FROM PICTOMETRY.

This Agreement is made by and between ST. CHARLES COUNTY, MISSOURI, (hereinafter "County") and the CITIES OF O'FALLON, ST. CHARLES, ST. PETERS, WENTZVILLE, LAKE SAINT LOUIS, DARDENNE PRAIRIE, WELDON SPRING, and COTTLEVILLE, MISSOURI, municipal corporations, (hereinafter "Cities"), each also referred to individually as "City", pursuant to Section 70.220 RSMo., and authorized by Ordinance \_\_\_\_\_\_\_ of the County.

Section 1.	Purpose: County and Cities enter into this agreement to share costs for high
resolution ged	p-referenced aerial imagery services (hereinafter "Imagery") provided to the
County by Pic	tometry International Corporation (hereinafter "Pictometry") pursuant to the
agreement da	ted, between County and Pictometry (hereinafter "Pictometry
Services Agree	ement") hereby attached as Exhibit A.

Section 2. Imagery Background: Generally, the County has procured ortho and oblique imagery on behalf of the parties. Ortho imagery will be provided to each City and Pictometry International Corporation is furnishing a viewer to utilize the obliques by only authorized users through its Connect Explorer web application. Further, the obliques can be accessed by utilization of an API (Application Programming Interface) through the County and Cities' public facing mapping application if they so elect.

### Section 3. Responsibilities of the Cities:

- A. Each City shall each be responsible for their respective annual cost specified in Section 14 of this Agreement.
- B. Each City agrees to and acknowledges that access and use of the images will be per each individual City, and that payment is also individualized, regardless of the actions of the other Cities.
- C. Each City agrees to use the Imagery solely for business purposes and to not allow resale or redistribution of the data for non-governmental business.
- D. Each City shall provide a point of contact for the County regarding this Agreement.
- E. Each City shall submit to the County Information Systems Department the name, department, title and email address of each City employee that is to be provided authorized access to Connect Explorer for the purposes of viewing oblique imagery.
- F. Each City shall respond to County requests to review and update authorized user lists.

G. Each City shall be responsible to ensure that their employee authorized users abide by all relative terms and conditions contained in the Pictometry Services Agreement.

# Section 4. Responsibilities of the County:

- A. The County shall provide Cities a copy (by electronic or physical means) of Imagery and associated metadata as delivered to the County by Pictometry pursuant to Pictometry Services Agreement.
- B. The County shall maintain a database of authorized users from the County and each City that are assigned a login username and password to access the Pictometry-hosted custom imagery libraries through Connect Explorer.
- C. The County shall annually purge any authorized users to Connect Explorer that have not logged in during the prior twelve-month period.
- D. The County shall provide API's as delivered to the County by Pictometry to each City for their use to provide the oblique imagery viewer through any City hosted public facing GIS webmap.
- E. The County shall be the point of contact with Pictometry.
- F. The County shall annually invoice the City in amounts pursuant to Section 14 below.

Section 5. Notices: The parties shall provide notices to each other in writing mailed or faxed to the persons identified on the signature page of this Agreement, or to such officials as those persons may designate in writing.

Change requests for authorized access to Connect Explorer shall be made to the County Information Systems Department at GISservices@sccmo.org.

Section 6. Term: This Agreement shall be for a term beginning January 1, 2020 and expiring on December 31, 2026.

Section 7. Indemnification: To the extent allowed or permitted by law, the Municipality shall indemnify, defend, and hold harmless the County, its council members, executive, officers, employees, and agents, from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, and including payment under any workers' compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence, or alleged negligence of the Municipality, its officers, employees, agents, or servants in performing its obligations under this Agreement.

Section 8: Assignment: This Agreement is not assignable. Each City shall not assign, transfer, or delegate any interest in this Agreement to anyone. Any attempted assignment shall be void and of no force and effect.

#### Section 9: Miscellaneous Provisions

- A. The Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.
- B. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein.
- C. The parties to this Agreement are independent entities, and none are an agent of the other.
- D. Anything to the contrary contained herein notwithstanding, no provision, term, or condition in this Agreement shall constitute or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et seq., for any monetary amount whatsoever, or of any other defenses howsoever named, that are, or in the future may become, available to the parties by statute or common law.

Section 10. Breach: Any of the following events will constitute a breach of this Agreement:

- A. The failure by City to pay when due and payable, their payment to the County provided for in this Agreement.
- B. The failure of any City or County to perform any other term, condition, or covenant of this Agreement which failure has not been corrected within 15 days of the date of written notice of such nonperformance given to it by the other party.
- C. All instances specifically stated elsewhere in the Agreement to constitute a breach of this Agreement.

Section 11. Termination for Breach: The parties agree to the following remedies in the event of any breach, which shall be cumulative and not exclusive:

- A. In the event of breach by a City, the County may terminate the Agreement by giving the City written notice no later than 30 days prior to the termination effective date stated in the written notice of termination, and keep the entire amount of annual payments, if any, already made to the County by the City under this Agreement, and restrict all City access to the imagery.
- B. In the event of breach by the County, the City may terminate the Agreement by giving the County written notice of termination no later than 30 days prior to the termination effective date stated in the written notice of termination.
- C. Termination by one City does not void or modify this Agreement.

Section 12. No Waiver: In no event shall the continued performance of services under this Agreement by either Party after the occurrence of any event of breach by any Party be construed as a waiver of damages for such breach or as a modification of this Agreement. The waiver of one breach under this Agreement by either Party shall not constitute a waiver of subsequent breaches.

Section 13. Amendments: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of each City and the County.

Section 14. Compensation Payable to St. Charles County:

Municipality	Annual Cost
City of O'Fallon, Missouri	\$13,856.50
City of Saint Charles, Missouri	\$11.353.51
City of Saint Peters, Missouri	\$10,044.99
City of Wentzville, Missouri	\$6,806.27
City of Lake Saint Louis, Missouri	\$3,057.79
City of Dardenne Prairie, Missouri	\$2,080.25
City of Weldon Spring, Missouri	\$1,032.84
City of Cottleville, Missouri	\$942.80

Section 15. Execution in Counterparts: This Agreement may be signed in any number of counterparts, and if so signed and delivered, the counterparts, taken together and bearing the parties' signatures, shall together be deemed to be an original and shall constitute but one and the same binding Agreement.

# **CONSENT AGREEMENT**

This Mutual Agreement entered into this_	day of	, 20,
between Boy Scout Troop # 353 and the C	City of Weldon Spring, Missou	ıri, shall be as
follows:		
In consideration of the work to be	performed by members of said	d
Boy Scout Troop on the park grounds and	trails of the City of Weldon S	pring, the City
will allow said troop members to sell Chris	stmas trees from a lot adjacen	t to the Dairy
Queen structure prior to December 31, 201	9 without payment of solicito	ors permits, sign
fees or licensing. The term of this agreement	ent shall be for one year, com	mencing
November 25, 2019. Boy Scout Troop # 3	353 further agrees to hold the	City of Weldon
Spring harmless from any liability arising	out of their Christmas tree lot	sales and will
provide the City with a copy of their insura	ance coverage, listing the City	as a co-insured.
Boy Scout Troop # 353 further agree	ees to have an adult monitor a	ctivities at all
times of operation, and have communication	on phones in case of emergence	oy.
In witness whereof, the parties have	e set their hands and seals on t	the date first
written above.		
Signature		
Scoutmaster, Boy Scout Troop # 353	City of Weldon Spri By: Mayor Donald I	_
	Dy. Mayor Donard	-i oixii woi
Printed Name		
Scoutmaster, Boy Scout Troop # 353		

# **City Clerk**

From:

City Administrator

Sent:

Tuesday, October 29, 2019 11:42 AM

To:

Alderman Hillmer Ward 1; Alderman Clutter Ward 1; Alderman Schwaab Ward 2;

Alderman Kolb Ward 2; Alderman Baker Ward 3; Alderman Martiszus Ward 3; Mayor

Licklider

Cc:

City Administrator; City Clerk

**Subject:** 

Right-of-way Grounds Maintenance Bid Results

**Attachments:** 

Exhibit B - Bid Results - ROW Grounds Maintenance.pdf

## **Board Members**,

The bid results for the City's "RFB: Right-of-way Grounds Maintenance" project is in. Unfortunately, we only received one qualified bid, but the pricing is in line with what we were expecting. Attached are the Bid Results for this project. We contacted eight landscaping firms about this request for bid and we advertised in the paper and posted online.

The Mayor asked that I contact the Board with the following plan and recommendation based upon what has been recommended by the only bidder, St. Louis Select Landscaping & Lawncare LLC. The Landscaping firm recommended the following: 'A fertilizer only application yet this Fall 2019, but time is of the essence for it to be most effective; a fertilizer and weed control application in early Spring 2020; and finally a over seeding with ground aeration in Fall of 2020 to maximize germination and allow the fertilizer and weed control applications time to take effect'. The Mayor agrees with following this strategy.

Based upon the bid and recommendation from the STL Select Landscaping the Mayor is proposing to move forward and authorize the Fall 2019 fertilizer application only, immediately as the price is \$822.38. Delaying until the next Board meeting on 11/12 will miss the ideal window of time to apply this application according to STL Select. The remaining work in the proposal can wait until the next Board meeting for further review and consideration.

The Mayor asked if there are any concerns, questions or objections to this approach to let him know by Friday, Nov. 1st.

Thank you,

Michael C. Padella, MBA City Administrator 5401 Independence Rd. Weldon Spring, MO 63304 (636) 441-2110 ext. 102

	-	Wei	eldon Spring ROW Grounds Maintenance - Bid Results	DW Groun	ids Mainter	lance - Bid	Results		
				3ld Opening	Bld Opening Date: 10/29/19	19			
	-							Option 1 -	lotal
Bid #:		Bid #: Name:	Address:	Contact:	Application	Application	Alternate 1 -	Seeding	Project Cost:
			4460 Austin				L		
			Meadows Court						
		America	St. Charles, MO	Marty					
V,∀	No Bid Cuts		63304	Farris					
		T.J.'s Lawn	3021 Park Ave.						
			St. Charles, MO	Travis					
V/A	No Bid	No Bid Landscaping	63301	Brown					
			11744 Riverview						
		>	Dr., Bldg. 2, St.	Kevin					
N/A	No Bid		Louis, MO 63138	Nowak					
			3 Fort Sumter Ct.,						
		Iscapes,	St. Charles, MO	Taylor					
A/N	No Bid LLC		63303	Mink					
			945 Claycrest						
			St. Charles, MO	Scott					
N/A	No Bid	No Bid Nelson Land	63304	Nelson					
			550 Highway F						
			Defiance, MO	Whitney					
V/V	No Bid	No Bid Frisella Nursery	63341	Byers					
		-	2701 Williams						
		න් ට්		Scott					
1	1	Lawn Care		Gilbreth	\$ 822.38	49	\$ 1.256.55	\$ 4 080 94	\$ 6 159 87
		Green Thumb						_	
		Lawncare &	1585 Kisker Rd.,						
		Landscaping	Suite B, St.						
N/A	No Bid ILLC	TITC	Charles, MO 63304						

Note: Low bidder is recommending a "fertilizer only" application in fall of 2019, both a fertilization and weed control application in early spring 2020 and a fall 2020 over seeding with aeration to improve germination.