



**CITY OF WELDON SPRING  
BOARD OF ALDERMEN WORK SESSION  
ON TUESDAY, MARCH 8, 2022, AT 6:30 P.M.  
WELDON SPRING CITY HALL  
5401 INDEPENDENCE ROAD  
WELDON SPRING, MISSOURI 63304**

**\*\*\*\*TENTATIVE AGENDA\*\*\*\***

A NOTICE IS HEREBY GIVEN that the Regular Board of Aldermen Meeting will be in person at 5401 Independence Road Weldon Spring, Missouri, 63304. Also, the public can attend virtually by video-conference and/or audio-conference call, you may attend the meeting on a desktop, laptop, mobile device, or telephone by following the highlighted instructions below.

**Link to join Zoom Video-Conference Meeting:**

<https://us02web.zoom.us/j/85665879998?pwd=Uk5weFl2cEhNM3ZsZUpLbStoSElzdz09>

**Meeting ID: 856 6587 9998  
Password: WS.BOA**

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

**Meeting ID: 856 6587 9998  
Password: 225258**

**PAGE 1 OF 2**



This notice was posted at 5401 Independence Road on 3/4/22 at 3:45pm by W.C. Hulse.

**\*\*\*\*WORK SESSION AGENDA\*\*\*\***

**1. CALL TO ORDER**

**2. BUSINESS FOR DISCUSSION**

A. Court Operations & Policing Services

**3. ADJOURNMENT**

**\*\*\* No votes are to be taken at a Work Session.**

**PAGE 2 OF 2**



This notice was posted at 5401 Independence Road on 3/4/19 at 3:45pm by Neil C. O'Leary



**CITY OF WELDON SPRING  
BOARD OF ALDERMEN REGULAR MEETING  
ON TUESDAY, MARCH 8, 2022, AT 7:30 P.M.  
WELDON SPRING CITY HALL  
5401 INDEPENDENCE ROAD  
WELDON SPRING, MISSOURI 63304**

**\*\*\*\*TENTATIVE AGENDA\*\*\*\***

A NOTICE IS HEREBY GIVEN that the Regular Board of Aldermen Meeting will be in person at 5401 Independence Road Weldon Spring, Missouri, 63304. Also, the public can attend virtually by video-conference and/or audio-conference call, you may attend the meeting on a desktop, laptop, mobile device, or telephone by following the highlighted instructions below.

**Link to join Zoom Video-Conference Meeting:**

<https://us02web.zoom.us/j/85665879998?pwd=Uk5weF12cEhNM3ZsZUpLbStoSElzdz09>

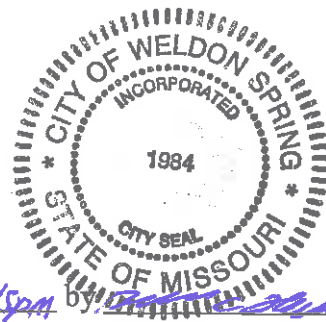
**Meeting ID: 856 6587 9998  
Password: WS.BOA**

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

**Meeting ID: 856 6587 9998  
Password: 225258**

**PAGE 1 OF 2**

This notice was posted at 5401 Independence Road on 3/4/22 at 5:45pm by [Signature]



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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL and DETERMINATION OF A QUORUM**
4. **CITIZENS COMMENTS**
5. **APPROVAL OF MINUTES**
  - A. January 27, 2022 – Regular Board Meeting Minutes
  - B. February 8, 2022 – Board Work Session Minutes
  - C. February 8, 2022 – Regular Board Meeting Minutes
6. **CITY TREASURER REPORT**
  - A. Paid Bills (December 31, 2021 – March 1, 2022)
  - B. Credit Cards Bills (November & December 2021)
7. **UNFINISHED BUSINESS**
  - A. An Ordinance Authorizing the Mayor for the City of Weldon Spring, Missouri, to Enter into an Agreement with St. Charles County to Provide Kennel Services & Enforcement of St. Charles County's Animal Control Ordinance – **Alderman Schwaab**
8. **NEW BUSINESS**
  - A. April National Child Abuse Prevention Awareness Proclamation – **Mayor Licklider**
  - B. An Ordinance Amending Chapter 600 of the Municipal Code of the City of Weldon Spring, Missouri, Relating to Alcoholic Beverages – **Alderman Schwaab**
  - C. Standard (Template) On-Call Engineering Services Agreement and List of Pre-Qualified Engineering Firms – **City Administrator**
9. **REPORTS & COMMITTEES**
  - A. Parks & Recreation Advisory Committee
  - B. Legislative Report – City Clerk
  - C. City Administrator
  - D. City Attorney
  - E. Mayor Discussion
10. **RECEIPTS & COMMUNICATIONS**
11. **ADJOURNMENT**

PAGE 2 OF 2



This notice was posted at 5401 Independence Road on 3/4/22 at 8:45pm by Mr. C. Licklider

CITY OF WELDON SPRING  
REGULAR MEETING OF THE BOARD OF ALDERMEN  
JANUARY 27, 2022

**CALL TO ORDER:** The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, January 27, 2022, at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Donald Licklider called the meeting to order at 7:30 PM.

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

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

Ward 1:		Alderman Yeager
Ward 2:	Alderman Schwaab	Alderman Kolb
Ward 3:	Alderman Martiszus	Alderman Baker*

**Note:** Aldermen Baker joined the meeting as a video conferencing participant via Zoom.

Alderman Clutter was absent. A quorum was declared.

#### **PUBLIC COMMENTS**

There were no public comments at this time.

#### **MINUTES**

December 14, 2021, Board Minutes - Alderman Kolb moved to approve the minutes from the December 14, 2021, regular meeting as written. The motion was seconded by Alderman Schwaab. **Motion carried** with 5 ayes.

#### **TREASURER'S REPORT**

Alderman Schwaab made a motion to accept the Treasurer's packet of paid bills from December 8, 2021, to December 30, 2021. The motion was seconded by Alderman Yeager. The **motion carried** with 5 ayes.

#### **UNFINISHED BUSINESS:**

None

#### **NEW BUSINESS:**

**Resolution 01-27-22-A – A Resolution Urging State Senators & State Representatives to Opposed Senate Bill 649 and/or Any Related or Amended Bill Version, which would Phase Out or Eliminate Personal Property Tax:** Alderman Yeager made a motion to make 2 amendments to Resolution 01-27-22-A, which were:

- In the title, the words, “without a solution to offset potential revenue losses that would be damaging to the public entities serving Weldon Spring,” is added onto the end of the title of Resolution 01-27-22-A.

- In Section 2, the words “any and all potential revenue losses to any public entity,” is omitted from this Section and replaced with the words, “without a solution to offset potential revenue losses that would be damaging to the public entities serving Weldon Spring,”

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

AYES: 4 – Baker, Kolb, Martiszus, Schwaab, and Yeager  
NOES: 0  
ABSENT: 1 - Clutter

Alderman Schwaab made a motion to approved Resolution 01-27-22-A, seconded by Alderman Martiszus. **Motion carried** with 5 ayes.

**Resolution 01-27-22-B – A Resolution Urging State Representatives & State Senators to Opposed House Bill 1611, Senate Bill 1049, and/or Any Related or Amended Bill Version, which would Create a Partisan Local Election, as well as Any Amendment to Move the General Municipal Election to November:** Alderman Kolb made a motion to approved Resolution 01-27-22-B, seconded by Alderman Schwaab. **Motion carried** with 5 ayes.

**Resolution 01-27-22-C – A Resolution in Support of Proposition R, Proposing the Re-Authorization of the St. Charles County Transportation Sales Tax for the April 5, 2022, General Municipal Election Ballot:** Alderman Martiszus made a motion to approved Resolution 01-27-22-B, seconded by Alderman Schwaab. **Motion carried** with 5 ayes.

**4920 Sammelman Road Escrow Release:** Alderman Kolb made a motion to release \$5,000.00 from escrow for construction of home at 4920 Sammelman Road, seconded by Alderman Yeager. **Motion carried** with 5 ayes.

**30 Dutchman Lane Road Escrow Release:** Alderman Martiszus made a motion to release \$5,000.00 from escrow for construction of home at 30 Dutchman Lane, seconded by Alderman Yeager. **Motion carried** with 5 ayes.

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

**PRAC:** No report given.

**City Administrator Report:** No report given.

**City Attorney Report:** No report given.

#### **Mayor Discussion:**

- **ARC Parameters:** There was a brief discussion on setting a percentage, in City Codes, for brick/stone needed on the front façade on new home construction. It was decided to a scheduled a joint Work Session with the Board and the ARC Commission to discuss this issue in detail.
- **Court and/or Staffing:** There was a brief discussion on this topic and a Work Session would be scheduled to discuss the City’s options for municipal court operations.
- **County Re-Assessment for Personal Property:** Mayor Licklider informed the Board that there will be increases this year on personal property tax assessments from the County.

- **Newsletter Approval Timing Discussion:** After a lengthy discussion, Alderman Yeager made a motion to allow 3 business days for Aldermen to approve the newsletter and 1 business day for final approval after the initial review suggestions were made by Staff. The motion was seconded by Alderman Schwaab. **Motion carried** with 5 ayes.

#### **ADJOURNMENT:**

Alderman Kolb moved to adjourn the meeting at 8:20 PM and Alderman Martiszus seconded the motion. **Motion carried** with 5 ayes.

Respectfully submitted,

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William C. Hanks  
City Clerk

CITY OF WELDON SPRING  
BOARD OF ALDERMEN WORK SESSION  
FEBRUARY 8, 2020

**CALL TO ORDER:** A Work Session of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, February 8, 2022, at approximately 7:00 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 6:00 PM by Mayor Licklider.

Alderman Clutter, Alderman Kolb, Alderman Schwaab, and Alderman Yeager were present. Alderman Baker and Bill Hanks (City Clerk) joined the meeting virtually via Zoom. Also, present at the meeting was Michael Padella (City Administrator).

**BUSINESS FOR DISCUSSION:**

**American Rescue Plan Act Funding:** Michael Padella (City Administrator) presented a presentation that briefly explained the American Rescue Plan Act (ARPA) Funding and gave a vision by Mayor Licklider on the use of the funds. A lengthy discussion took place. A work session will be scheduled later to explore this topic more.

**Court Operations & Staffing Discussion:** Michael Padella (City Administrator) presented a presentation on the City's Municipal Court Operation and the challenges due by court reform. More importantly, the presentation presented an opportunity to possibly outsource municipal court operations with another municipality or St. Charles County. A brief discussion took place.

The Work Session was adjourned at 7:24 PM.

Respectfully submitted,

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William C. Hanks, City Clerk



CITY OF WELDON SPRING  
REGULAR MEETING OF THE BOARD OF ALDERMEN  
FEBRUARY 8, 2022

**CALL TO ORDER:** The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, February 8, 2022, at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Donald Licklider called the meeting to order at 7:30 PM.

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

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

Ward 1:	Alderman Clutter	Alderman Yeager
Ward 2:	Alderman Schwaab	Alderman Kolb
Ward 3:		Alderman Baker*

**Note:** Aldermen Baker joined the meeting as a video conferencing participant via Zoom.

Alderman Martiszus was absent. A quorum was declared.

**PUBLIC COMMENTS**

There were no public comments at this time.

**MINUTES**

None

**TREASURER'S REPORT**

None

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

**Bill #1172 - An Ordinance Authorizing the Mayor for the City of Weldon Spring, Missouri, to Enter into an Agreement with St. Charles County to Provide Kennel Services & Enforcement of St. Charles County's Animal Control Ordinance:** Alderman Schwaab moved to introduce Bill #1172 for its first reading by title only. Alderman Clutter seconded the motion and the **motion carried.**

Bill #1172 was tabled in accordance with City Code.

**REPORTS AND COMMITTEES:**

**PRAC:** PRAC met on February 7, 2022, but no updates were given at this time.

**Legislative Report:** The Legislative Report was included in the meeting packet.

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

Alderman Yeager made a motion to authorize the City Administrator to explore the possibility of outsourcing the City Court's service with another political subdivision, seconded by Alderman Clutter. **Motion carried** with 5 ayes.

Alderman Clutter asked about the progress of the Highway 94 annexation. Mr. Padella stated that some issues would need to be address before moving forward with the annexation.

Alderman Clutter wanted to know if the City staff got clarification on the time period for the temporary signage (banners) on the former Enterprise building. Mr. Padella stated the City is waiting on the applicant to pick up the permit for the time period to start.

**City Attorney Report:** The City Attorney was not present to give a report.

#### **RECEIPTS & COMMUNICATIONS:**

There was a lengthy discussion on the complaints the City recently received on the snow plowing efforts by St. Charles County on neighborhood streets due to short staffing. Mr. Padella stated he along with representatives from Dardenne Prairie and Cottleville has scheduled a debriefing with St. Charles County to review the issues.

#### **ADJOURNMENT:**

Alderman Kolb moved to adjourn the meeting at 7:46 PM and Alderman Clutter seconded the motion. **Motion carried** with 5 ayes.

Respectfully submitted,

---

William C. Hanks  
City Clerk

**PAID BILLS TO BE APPROVED  
DECEMBER 31, 2021 -- FEBRUARY 1, 2022**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
16TH DAY OF FEBRUARY, 2022 \_\_\_\_\_, MAYOR

12/31/21 THRU 2/1/22

## CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	20-20-5244	\$240.00	51129266	1/12/2022
CLAUDE C KNIGHT	MUNI COURT JUDGE	10.10.5303	\$300.00	16538	1/5/2022
CUIVRE RIVER ELECTRIC (001)	MONTHLY ELECTRIC	20-20-5253	\$263.36	51129259	1/4/2022
CUIVRE RIVER ELECTRIC (002)	MONTHLY ELECTRIC	20-20-5253	\$224.66	51129260	1/4/2022
CUIVRE RIVER ELECTRIC (003)	MONTHLY ELECTRIC	20-20-5253	\$35.68	51129261	1/4/2022
CUIVRE RIVER ELECTRIC (004)	MONTHLY ELECTRIC	20-20-5253	\$36.00	51129262	1/4/2022
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10.02.2110	\$48.89	9404	1/19/2022
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10.10.5130	\$249.23	9404	1/19/2022
DON LICKLIDER	MILEAGE REIMB	10.10.5202	\$40.88	16539	1/5/2022
FLO-SYSTEMS INC E21819	NID SEWER REPAIRS FINAL	31-31-5566	\$1,539.90	9398	1/12/2022
FLO-SYSTEMS INC E21819	NID SEWER REPAIRS FINAL	33-33-5249	\$1,539.90	9398	1/12/2022
FLO-SYSTEMS INC E21816	NID SEWER REPAIRS JOHNSON	31-31-5566	\$1,415.35	9406	1/28/2022
FLO-SYSTEMS INC E21816	NID SEWER REPAIRS 5635 INDEP	33-33-5249	\$1,415.34	9406	1/28/2022
HANSEN'S TREE SERVICE	TREE REMOVAL/UNDERBRUSH	20-20-5236	\$1,800.00	9389	1/4/2022
HANSEN'S TREE SERVICE	TREE REMOVAL/UNDERBRUSH	20-20-5236	\$7,975.00	9391	1/5/2022
INCREDIBLE ENGRAVINGS	NAME PLATE BRUCE ROBB	10.10.5243	\$22.58	9397	1/12/2022
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10.02.2110	\$1.32	51129264	1/5/2022
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10.10.5131	\$174.46	51129264	1/5/2022
LASHLY & BAER, P.C.	MUNI PROSECUTING ATTY	10.10.5304	\$800.00	9395	1/10/2022
LASHLY & BAER, P.C.	MUNI PROSECUTING ATTY	10.10.5304	\$800.00	9401	1/12/2022
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET	20-20-5251	\$456.68	51129269	12/31/2021
MISSOURI DEPT OF REVENUE	CRIME VICTIM	10.02.2511	\$70.56	16545	1/21/2022
MISSOURI MUNICIPAL LEAGUE	ANNUAL DUES 2022	10.10.5204	\$932.60	9405	1/19/2022
MO DEPT OF PUBLIC SAFETY	P.O.S.T.	10.02.2521	\$12.00	16546	1/21/2022
MOPERM	PP-1094-202201 PROPERTY INS	10.10.5206	\$4,736.00	51129281	1/28/2022
MOPERM	LP-1094-202201 LIABILITY INS	10.10.5207	\$4,984.00	9407	1/28/2022
MUNICIPAL LEAGUE OF METRO STL	ANNUAL TUITION TRAINING ACAD	10.10.5203	\$50.00	9393	1/10/2022
MUNIWEB	WEBSITE HOSTING	10.10.5210	\$180.00	51129277	1/21/2022
MUNIWEB	WEBSITE HOSTING	10.10.5210	\$28.00	51129277	1/21/2022
NEWSMAGAZINE NETWORK	PUBLIC NOTICES ELECTION DATE	10.10.5214	\$385.00	9399	1/12/2022
PLANNING DESIGN STUDIO LLC	PARKS & GREENWAY MP	20-20-5575	\$2,500.00	9396	1/12/2022
PURITAN SPRING WATER	BOTTLE WATER	20-20-5255	\$34.43	51129273	1/19/2022

QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	10.10.5220	\$149.91	9388	1/4/2022
R&D COMPUTER SYSTEMS, LLC	LASERFICHE ANNUAL MAINT	10.10.5324	\$420.00	9394	1/10/2022
REINHOLD ELECTRIC INC	INSTALL CABIN ELECTRICITY	20-20-5490	\$1,120.00	9402	1/19/2022
REPUBLIC SERVICES	TRASH SERVICE	20-20-5254	\$103.15	9408	1/28/2022
S.C.A.C.O.	CODE ENFORCEMENT DUES	10.10.5204	\$20.00	16537	1/4/2022
SHERIFF'S RETIREMENT SYSTEM	COURT FEES	10.02.2531	\$21.00	16547	1/27/2022
SLACMA	M PADELLA/LUNCHEON	10.10.5201	\$15.00	16541	1/19/2022
SLACMA	ANNUAL DUES	10.10.5204	\$50.00	16542	1/19/2022
ST CHARLES COUNTY GOVERNMENT	Q1 2022 ROAD PROGRAM	23-23-5445	\$36,157.31	16540	1/12/2022
ST CHARLES IT	IT SERVICES	10.10.5325	\$637.50	9390	1/4/2022
ST CHARLES IT	IT SERVICES	10.10.5325	\$637.50	9400	1/12/2022
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10.02.2110	\$619.94	9403	1/19/2022
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10.10.5132	\$2,722.01	9403	1/19/2022
VERIZON WIRELESS	MONTHLY CELL	10.02.2113	\$49.16	51129280	1/28/2022
VERIZON WIRELESS	MONTHLY CELL	20-20-5257	\$205.22	51129280	1/28/2022
VERIZON WIRELESS	CELL PHONE PARKS DEPT	20-20-5257	\$10.60	51129279	1/28/2022
WEX BANK	FLEET GAS CARD	20-20-5237	\$195.82	9392	1/10/2022

Accounts Payable Total

\$76,425.94

**PAID BILLS TO BE APPROVED  
FEBRUARY 2, 2022 -- FEBRUARY 17, 2022**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
24TH DAY OF FEBRUARY, 2022 \_\_\_\_\_, MAYOR

2/2/2022 THRU 2/17/2022

## CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 325.31	51129286	2/7/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 228.64	51129287	2/7/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 26.69	51129288	2/7/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 34.00	51129289	2/7/2022
DUCKETT CREEK SANITARY DISTRICT	QTR SEWER FEE	20-20-5250	\$ 65.25	51129290	2/8/2022
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-02-2110	\$ 1.32	51129292	2/3/2022
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-10-5131	\$ 174.46	51129292	2/3/2022
LOUIS J BASSO, P.C.	PSL vs CITY OF WELDON SPRING	22-22-5302	\$ 3,000.00	9412	2/11/2022
PURITAN SPRING WATER	BOTTLE WATER	20-20-5255	\$ 40.93	51129293	2/11/2022
ROBERT WOHLER	LEGAL FEES	10-10-5301	\$ 540.00	9410	2/2/2022
ST CHARLES IT	IT SERVICES	10-10-5325	\$ 637.50	9409	2/2/2022
WEX BANK	FLEET GAS CARD	20-20-5237	\$ 177.66	9411	2/11/2022

Accounts Payable Total

\$ 5,251.76

**PAID BILLS TO BE APPROVED  
FEBRUARY 14, 2022 -- MARCH 1, 2022**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
8TH DAY OF MARCH, 2022 \_\_\_\_\_, MAYOR



2/14/2022 THRU 3/01/2022

## ACCOUNTS PAYABLE CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 339.46	51129303	2/28/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 242.90	51129304	2/28/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 26.10	51129305	2/28/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 28.00	51129306	2/28/2022
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-02-2110	\$ 36.77	9415	2/23/2022
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-10-5130	\$ 187.41	9415	2/23/2022
DON LICKLIDER	MILEAGE EXPENSE	10-10-5202	\$ 28.67	16550	2/28/2022
MICHAEL PADELLA	MILEAGE REIMB	10-10-5202	\$ 26.91	51129297	2/16/2022
MICHAEL PADELLA	CITY HALL SUPPLIES	10-10-5243	\$ 112.48	51129297	2/16/2022
MISSOURI DEPT OF REVENUE	CRIME VICTIM	10-02-2511	\$ 21.39	16548	2/14/2022
MO DEPT OF PUBLIC SAFETY	P.O.S.T.	10-02-2521	\$ 3.00	16549	2/14/2022
MUNIWEB	WEBSITE HOSTING	10-10-5210	\$ 180.00	51129302	2/28/2022
PLANNING DESIGN STUDIO LLC	PARKS & GREENWAY MP	20-20-5575	\$ 5,000.00	9414	2/23/2022
REPUBLIC SERVICES	TRASH SERVICE	20-20-5254	\$ 103.15	9416	2/28/2022
ROBERT WOHLER	LEGAL FEES	10-10-5301	\$ 435.00	9417	2/28/2022
ST CHARLES ELECTION AUTHORITY	APRIL 2022 ELECTION COST	10-10-5215	\$ 3,380.23	16551	2/28/2022
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-02-2110	\$ 619.94	9413	2/23/2022
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-10-5132	\$ 2,722.01	9413	2/23/2022
VERIZON WIRELESS	MONTHLY CELL	10-02-2113	\$ 49.16	51129307	2/28/2022
VERIZON WIRELESS	MONTHLY CELL	20-20-5257	\$ 135.23	51129307	2/28/2022
VERIZON WIRELESS	CELL PHONE PARKS DEPT	20-20-5257	\$ 7.93	51129308	2/28/2022
WILLIAM C HANKS	EXPENSE REIMB	10-10-5202	\$ 49.15	51129295	2/14/2022

Accounts Payable Total

\$ 13,734.89

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

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

\*\*\*\*\*

*AN ORDINANCE AUTHORIZING THE MAYOR FOR THE CITY OF WELDON  
SPRING, MISSOURI TO ENTER INTO AN AGREEMENT WITH  
ST. CHARLES COUNTY TO PROVIDE KENNEL SERVICES AND ENFORCEMENT  
OF ST. CHARLES COUNTY'S ANIMAL CONTROL ORDINANCE*

\*\*\*\*\*

**WHEREAS**, Missouri Revised Statutes Section 70.220 through 70.325 empower cities and other political subdivisions to contract and cooperate with each other for a common service; and

**WHEREAS**, the effective control of animals within the City is essential to the protection of the public's health and safety; and

**WHEREAS**, City officials are charged to protect the interest of the Community regarding public safety and enforcement of the Animal Regulations; and

**WHEREAS**, the Board of Aldermen of the City of Weldon Spring finds that it will promote the general welfare of the City to continue by entering into an new agreement to provide kennel services and enforcement of St. Charles County's Animal Control Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI IN ACCORDANCE WITH THE REVISED STATUTES OF MISSOURI AS FOLLOWS:**

**SECTION 1:** That the form, terms, and provisions of the Agreement to Provide Kennel Services and Enforcement of St. Charles County's Animal Control Ordinance (the "Agreement") attached hereto, marked as "*Exhibit A*" and incorporated by reference herein, be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

**SECTION 2:** The vote of the aforesaid being deemed an emergency by the Board of Alderman, the Board does hereby waive and dispense with the tabling procedure set forth in City Code, Section 110.070 (A)(3) and does hereby authorize the reading of the above bill twice at the meeting, and a vote there to immediately following said reading.

**SECTION 3:** 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 \_\_\_\_\_ 2022.*

---

Donald D. Licklider, Mayor

Attest:

---

William C. Hanks, City Clerk

To approve

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

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

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

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

**AGREEMENT TO PROVIDE KENNEL SERVICES AND ENFORCEMENT  
OF ST. CHARLES COUNTY'S ANIMAL CONTROL ORDINANCE**

This Agreement to Provide Kennel Services and Enforcement of St. Charles County's Animal Control Ordinance ("Agreement"), entered into as of the date of signature by the undersigned, by and between ST. CHARLES COUNTY, MISSOURI (hereinafter "COUNTY") and the CITY OF WELDON SPRING, MISSOURI, a municipal corporation (hereinafter "MUNICIPALITY"), is subject to the following terms and conditions:

**ARTICLE I - GENERAL SERVICES**

A. In consideration of the MUNICIPALITY'S covenants hereinafter expressed, the COUNTY agrees:

1. To provide kennel services which shall consist of canine and feline boarding services, and may consist of boarding services for other species, provided that any boarding services for such other species shall be subject to the sole discretion and approval of the Director of COUNTY'S Division of Humane Services on a case-by-case basis; and
2. To enforce its Animal Control Ordinance as adopted by MUNICIPALITY, subject to the provisions of this Agreement.

B. The MUNICIPALITY agrees:

1. To adopt the COUNTY'S Animal Control Ordinance, as provided in Article II of this Agreement.
2. To adopt the COUNTY'S fees for services set forth in the Ordinances of St. Charles County ("OSCCMo") § 205.240, for the purpose of collection by the County from citizens of MUNICIPALITY using those certain services performed pursuant to the Animal Control Ordinance, as provided in Article II of this Agreement.
3. The COUNTY shall collect and retain one hundred percent (100%) of all fees duly adopted by MUNICIPALITY on behalf of COUNTY pursuant to Article II, including but not limited to kennel boarding fees, adoption fees, disposal fees, drop-off fees, euthanasia fees, spay/neuter fees, surrender fees, quarantine/difficult animal boarding fees, and microchip fees.
4. The Director of COUNTY'S Division of Humane Services shall have sole discretion in any and all decisions related to care and/or disposition of all animals kenneled or boarded pursuant to this Agreement.
5. The MUNICIPALITY shall retain one hundred (100%) percent of all fees or fines it may duly adopt or impose in addition to the COUNTY fee schedule adopted by MUNICIPALITY pursuant to Article II for kennel or animal boarding related services. COUNTY shall NOT be responsible for the collection of any such fees or fines in excesses of the COUNTY'S fees for services performed under the Animal Control Ordinance.
6. The MUNICIPALITY shall pay COUNTY for services provided pursuant to this Agreement, at the annual rate set forth in Exhibit A, attached hereto and

incorporated herein by reference. The MUNICIPALITY shall remit payment no later than January 10<sup>th</sup> of each contract year.

7. The MUNICIPALITY shall be allowed access to the COUNTY'S Pet Adoption Center ("Facility"), located at 4850 Mid Rivers Mall Drive, St. Peters, MO 63376, once per quarter, for the purpose of completing a walk through and inspection of the Facility. This walk through and inspection shall be scheduled at a time mutually agreed upon by the COUNTY and the MUNICIPALITY.
8. The COUNTY shall record and report to the MUNICIPALITY on a monthly basis, the date the animal arrived at the Facility, the animal's species, the animal's sex, the animal's breed (if known), a brief description of the animal's color, the animal's microchip number (if applicable), the MUNICIPALITY'S case number, and the date and disposition of the animal for all animals housed by the COUNTY pursuant to this agreement. This report may also include: Total number of canines, felines, and other species taken into custody on behalf of the MUNICIPALITY during the reporting month; Total number of canines, felines, and other species euthanized on behalf of the MUNICIPALITY during the reporting month; Total number of canines, felines, and other species held in COUNTY custody on behalf of the MUNICIPALITY adopted during the reporting month; Total number of canines, felines, and other species held in COUNTY custody on behalf of the MUNICIPALITY released to foster care during the reporting month; Total number of canines, felines, and other species held in COUNTY custody on behalf of the MUNICIPALITY released to animal rescue organizations during the reporting month; and Total number of canines, felines, and other species held in the custody of the COUNTY, at the Facility, on behalf of the MUNICIPALITY at the time of the report. This report shall be provided to the MUNICIPALITY on or before the tenth day of the following month and may be transmitted electronically.

## ARTICLE II – PARTICULAR TERMS AND CONDITIONS

### A. The MUNICIPALITY shall adopt:

1. COUNTY'S Animal Regulations, (Chapter 205, Ordinances of St. Charles County, Missouri,), except that Article IV, Section 205.170, Subsection A, OSCCMo, so amended and adopted as follows: "Zoning Compliance. The applicant for an original kennel registration shall present to the Director a written statement from the MUNICIPALITY'S zoning officer that the establishment of a kennel at the proposed site is not in violation of the MUNICIPALITY'S zoning regulations or is permissible either as a legal non-conforming use or under conditional use permit."
2. COUNTY'S animal regulations authorizing the COUNTY'S Department of Public Health to collect fees for services under Article VI, Section 205.240, OSCCMo.;
3. Appropriate penalties as allowed by law;
4. Authorization for enforcement of such regulations through the County Municipal Court;
5. A Feral Cat Program pursuant to Section 205.225 OSCCMo. Such a program shall be substantially in the form of the "Outline for Feral Cat Program" (attached hereto as Exhibit B);

6. Any amendments to Chapter 205, Animal Regulations, OSCCMo, that the COUNTY may enact in the future, subject to the Constitution and laws of the State of Missouri; and
  7. Any amendments to the COUNTY'S regulations authorizing fees for services under Article VI, Section 205.240, OSCCMo, that the COUNTY may enact in the future, subject to the Constitution and laws of the State of Missouri.
- B. The St. Charles County Counselor's Office and the St. Charles County Division of Humane Services shall be responsible for all enforcement services performed pursuant to this Agreement.
- C. The MUNICIPALITY shall certify two (2) copies of its act adopting Chapter 205, Animal Regulations, OSCCMo, and any amendments to those regulations, and deliver one (1) such certified copy each to:
1. The St. Charles County Registrar; and
  2. The COUNTY'S Department of Public Health.
- D. The MUNICIPALITY may amend any provision of the COUNTY'S Animal Regulations SECTIONS I through SECTION IV, provided:
1. The COUNTY consents in writing, signed and executed by the County Executive, to such amendment prior to its adoption by the MUNICIPALITY; and
  2. The MUNICIPALITY provides the COUNTY with a certified copy of any such amendment within thirty (30) days of its adoption by the MUNICIPALITY.

### ARTICLE III – LIMITATIONS

- A. The contract hereby given is not assignable and is to be exercised solely by the COUNTY and the MUNICIPALITY as provided herein.
- B. The MUNICIPALITY shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or enacted in the future.
- C. Nothing herein shall require the COUNTY to file any legal action in the enforcement of the regulations described herein.

### ARTICLE IV – INDEMNIFICATION

- A. To the extent permitted by law, the MUNICIPALITY shall indemnify, protect and hold harmless the COUNTY from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit, or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, and including payment under any workmen's 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, or negligence of the MUNICIPALITY, its agents, servants or employees in performing its obligations under this contract.

- B. To the extent permitted by law, the COUNTY shall indemnify, protect and hold harmless the MUNICIPALITY from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of person, including the officers, agents and employees of either party herein, and including payment under any worker's 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, or negligence of the COUNTY, its agents, servants or employees in performing its obligations under this contract.

**ARTICLE V – TERM, RENEWAL, AND TERMINATION**

- A. The initial term of this Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022.
- B. This Agreement shall automatically be renewed for additional one (1) year terms, beginning on January 1st of each year and December 31st of each year, for a period of 5 years, unless either party gives written notice of the party's intent not to renew this Agreement on or before December 1st of each year. Notice to the other party shall be provided at the address shown on the signature page.
- C. This Agreement may be terminated by either party hereto at any time by giving forty-five (45) days prior written notice to the other party at the address shown on the signature page.

**MUNICIPALITY:**

CITY OF WELDON SPRING, MISSOURI

By:  
Its:

Date

ATTEST:

City Clerk

**COUNTY:**

ST CHARLES COUNTY, MISSOURI  
100 North Third Street, Suite 216  
St Charles, Missouri 63301

By: Steve Ehlmann  
Its: County Executive

Date

ATTEST:

County Registrar



**Exhibit A**

**Total Costs for Housing and Animal Capture -  
Including Wentzville and O'fallon - REVENUE NEUTRAL**

**TOTAL Humane Operation Expenses**

**\$  
1,626,544**

	Kennel Operations	Jurisdiction Cost Animal Capture	Total Costs
Augusta	-	170.72	170.72
Cottleville	-	4,149.96	4,149.96
Dardenne Prairie	-	15,512.06	15,512.06
Flint Hill	-	354.26	354.26
Foristell	-	340.77	340.77
Josephville	-	253.72	253.72
Lake St Louis	-	19,629.63	19,629.63
New Melle	-	373.95	373.95
Portage Des Sioux	-	221.33	221.33
St Paul	-	1,234.19	1,234.19
*** St Peters	-	-	-
Weldon Spring	-	7,345.76	7,345.76
Weldon Spring Heights	-	61.41	61.41
West Alton	-	352.24	352.24
O'fallon	-	-	-
Wentzville	-	-	-
Unincorporated	962,689.00	613,855.00	1,576,544.00
	962,689.00	663,855.00	1,626,544.00

\*\*\* Allocates current charge to St Peters across all Jurisdictions

## Exhibit B

### OUTLINE FOR FERAL CAT PROGRAM

#### PURPOSE:

The purpose of this program is to decrease the number of unwanted kittens being born. For six months out of the year, the shelter is severely overburdened with a high volume of kittens. A large percentage of these kittens are feral and community cats. The shelter has limited space and resources to house and care for all these cats. By reducing the number of unwanted kittens being born, the number of cats and kittens entering the shelter should likewise decrease. This will decrease euthanasia and allow for a more efficient use of valuable resources.

#### FERAL CAT PROGRAM:

A Feral Cat Program consists of all of the following:

- Education - All Animal Control Officers and other city staff responsible for assisting the public with animal related concerns must be able to educate the public about feral cats and the programs available. Staff will need to distribute Feral Cat educational handouts, TNR information, and make referrals. These educational materials are available on the internet at no cost to municipalities. The St. Charles County Division of Humane Services will offer training to Animal Control Officers or any other municipal staff.
- Animal Control Support - Animal Control Officers must contact individuals in the field after receiving a complaint of or becoming aware of a multiple-cat problem area. Animal Control Officers must determine if there is a caregiver or a food source. If a caregiver is located, that caregiver must be educated as to the issues of feral cat overpopulation and provided with solutions to aid in reducing the feral cat population, such as assistance with Trap, Neuter, and Return ("TNR") or clinic referrals. Animal Control Officers should strive to educate individuals who provide care to feral cats as to the issue overpopulation without criminalizing such behavior.
- Affordable or Free Spay/Neuter Services - Implement a regular, free or low cost spay/neuter, vaccination, and ear tip program in your community. A few ways to implement such a program are set out below:
  - Work with local veterinarians to develop a program in your community where feral cats can be taken to a clinic, spayed/neutered, vaccinated for rabies, and ear tipped at one low-cost.
  - Implement a monthly clinic at a local veterinarian, city, or county facility, subsidized by the municipality, where feral cats will be spayed/neutered, vaccinated for rabies, and ear tipped at one low cost.
  - Partner with St. Charles County to utilize the Operation Sterile Feral Clinic (OSF) and offer subsidies to municipal residents.
- Trap, Neuter, & Return or TNR - Implement a program whereby free-roaming, un-owned cats are humanely trapped, spayed/neutered, vaccinated for rabies, and ear tipped for identification purposes then returned to the locations where they were found. If those locations are deemed unsafe or otherwise inappropriate, feral cats should be relocated to barn homes if possible. Kittens young enough to be socialized and friendly adult cats are typically placed in adoption programs rather than returned to the outdoors. Cats found suffering with terminal or untreatable illness are euthanized.



# PROCLAMATION

*For*

## April National Child Abuse Prevention Awareness

**WHEREAS**, 47 children in Missouri died from abuse or neglect in 2021 and the Child Abuse and Neglect Hotline received 63,460 reports of abuse or neglect in 2021; and

**WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

**WHEREAS**, our children are our most valuable resources and will shape the future of the City of Weldon Spring; and

**WHEREAS**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

**WHEREAS**, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

**WHEREAS**, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

**WHEREAS**, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

**WHEREAS**, prevention remains the best defense for our children and families.

**NOW, THEREFORE**, I, Donald Licklider, Mayor of the City of Weldon Spring, Missouri, do hereby proclaim April 2022 as "NATIONAL CHILD ABUSE PREVENTION MONTH" in the City of Weldon Spring and urge all citizens to recognize this month by dedicating ourselves to improving the quality of life for all children and families.

---

Donald D. Licklider, Mayor

Attest:

---

William C. Hanks, City Clerk



# CITY OF WELDON SPRING

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

## MEMORANDUM

To: Board of Aldermen

From: William C. Hanks, City Clerk

Subject: Liquor License Amendment Bill

CC: Michael Padella, City Administrator

Date: 3/4/22

Last Legislative Session, the General Assembly passed Senate Bill 26 and Senate Bill 126, which was signed into law by Governor Parson. These pieces of legislation made changes to the State's Liquor Control Laws. These changes in state statutes that affect our Municipal Codes are usually handled by yearly Statutory Updates by General Codes.

With the budget cuts to the Fiscal Year 2020, there is a no funding in the budget to order a 2021 Statutory Update. Therefore, the purpose of the legislation is to update our Municipal Codes to mirror new State Statutes regarding liquor license. The two major changes that affect our Municipal Codes are the extension of Sunday hours and retailers-packaged "to-go" beverages. St. Charles County, St. Peters, and Dardenne Prairie are just a few jurisdictions to pass Ordinances to address these changes. Here is a brief summary of the amendments in this legislation:

- **Section 1 (Section 600.030 B):** This section extends hours for Sunday liquor sales. This mirrors The State's regulations.
- **Section 2 (Section 600.125):** This is a brand-new section to our Municipal Codes to address retailers-packaged "to-go" beverages. This is verbatim of State Statutes Section 311.202.
- **Section 3 (Section 600.350):** This section takes out some redundancy in Chapter 600 in our Municipal Codes regarding time of sale.
- **Section 4 (Section 600.360 A & B):** This section omits an unnecessary section in our Municipal Codes. a brand-new section to our Municipal Codes, which adds performance standards for shipping containers/semi-trailers.
- **Section 5 (Section 600.370 B):** This section adjusts the hours for liquor sales, which mirrors the State's hours.
- **Section 6 (Section 600.390 A 2):** This section changes the starting time for temporary permits. This mirrors the State's regulations.

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

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

\*\*\*\*\*  
AN ORDINANCE AMENDING CHAPTER 600 OF THE MUNICIPAL  
CODE OF THE CITY OF WELDON SPRING, MISSOURI,  
RELATING TO ALCOHOLIC BEVERAGES  
\*\*\*\*\*

**WHEREAS**, the Missouri General Assembly recently enacted new laws governing the permissible hours for sale of alcoholic beverages on Sundays, and allowing retailers to package alcoholic beverages for off-premises consumption; and

**WHEREAS**, the Board of Aldermen wishes to afford vendors and consumers in Weldon Spring the equal opportunities as afforded in the rest of the state by conforming the City's regulations to the parallel state law provisions;

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

**SECTION 1:** That Section 600.030 (B) of the Weldon Spring Municipal Code is hereby amended as follows (added text is shown in boldface type, deleted text shown in [~~bracket and stricken~~] type):

**Section 600.030 (B) Sale or Consumption in Common Eating & Drinking Area Restricted**

- B. Any person who possesses the qualifications required by this Chapter, and who now or hereafter meets the requirements of and complies with the provisions of this Chapter, may apply for, and the City may issue, a license to sell intoxicating liquor, as defined in this Chapter, between the hours of [~~11:00~~] **6:00 A.M.** on Sunday and [~~12:00 Midnight~~] **1:30 A.M.** on [~~Sunday~~] **Monday** by the drink at retail not for consumption on the premises where sold but for consumption in a common eating and drinking area, as described in the application for such license. In addition to all other fees required by law, each establishment in a common eating and drinking area licensed under this Subsection shall pay an additional fee of three hundred dollars (\$300.00) a year payable at the same time and in the same manner as its other license fees.

**SECTION 2:** That Article I of Chapter 600 of the Weldon Spring Municipal City Code be and is hereby amended by enacting a new Section 600.125 to read, as follows:

**Section 600.125 Sale of Intoxicating Liquor by the Drink for Off-Premises Consumption**

- A. Notwithstanding any provision of this Chapter to the contrary, any person who is licensed to sell intoxicating liquor at retail by the drink for on-premises consumption pursuant to the provisions of this Chapter may sell retailer-packaged

alcoholic beverages to customers in containers, filled on such premises by any employee of the retailer who is twenty-one years of age or older, for off-premises consumption if all of the following requirements are met:

1. The container of alcoholic beverage is rigid, durable, leak-proof, sealable, and designed to prevent consumption without removal of the tamperproof cap or seal. A “sealable” container does not include a container with a lid with sipping holes or openings for straws;
2. The contents of each container do not exceed one hundred twenty-eight ounces;
3. The patron orders and purchases a meal from the licensee simultaneous with the alcoholic beverage purchase. For purposes of this subdivision, a “meal” is defined as food that has been prepared on-premises;
4. The number of alcoholic beverages sold under this section by a licensee for off-premises consumption is limited to twice the number of meal services sold by the licensee for off-premises consumption;
5. The licensee provides the patron with a dated receipt or an electronic record for the meal and alcoholic beverages;
6. The container is either:
  - a. Placed in a one-time-use, tamperproof, transparent bag that is securely sealed; or
  - b. The container opening is sealed with tamperproof tape.

For purposes of this subdivision, “tamperproof” means that a lid, cap or seal visibly demonstrates when a bag or container has been opened.

- B. Containers that are filled under subsection A of this section shall be affixed with a label or a tag that contains the name and address of the business that filled the container, in type not smaller than three millimeters in height and not more than twelve characters per inch, and states, “THIS BEVERAGE CONTAINS ALCOHOL.”.
- C. The filling of a container under this section shall be in compliance with Section 3-304.17(c) of the 2009 Food and Drug Administration Food Code.
- D. Nothing contained in this Chapter shall be interpreted to allow any wholesaler, distributor, or manufacturer of intoxicating liquor to furnish containers that are filled under subsection A of this Section to any person who is licensed to sell intoxicating liquor at retail.

**SECTION 3:** That Section 600.350 (14) (A) & (B) of the Weldon Spring Municipal Code is hereby amended as follows (added text is shown in boldface type, deleted text shown in ~~[bracket and stricken]~~ type):

**Section 600.350      Scope of Licenses**

14. Notwithstanding any other provisions of this Chapter to the contrary, any person who possesses the qualifications required by this Chapter and who now or hereafter meets the requirements of and complies with the provisions of this Chapter and who submits the applicable license fee contained in the fee schedule at Section **600.490** may apply for and the Board of Aldermen may grant a license to sell intoxicating liquor as in this Chapter defined:

- a. By the drink at retail for consumption on the premises of any restaurant bar ~~[between the hours of 9:00 A.M. on Sunday and 12:00 Midnight on Sunday]~~; and on the premises where sold by the drink at retail not for consumption on the premises where sold but for consumption in a common eating and drinking area ~~[between the hours of 9:00 A.M. on Sunday and 12:00 Midnight on Sunday]~~; and on the premises of any amusement place ~~[between the hours of 9:00 A.M. on Sunday and 12:00 Midnight on Sunday]~~ as described **earlier in this Chapter.** ~~[in the application; or]~~
- b. In the original package at retail (not to be opened or consumed on the premises where sold). ~~[between the hours of 9:00 A.M. on Sunday and 12:00 Midnight on Sunday]~~

**SECTION 4:** That Section 600.360 (A) & (B) of the Weldon Spring Municipal Code shall hereby be deleted in its entirety:

**Section 600.360      Scope of Fees for License for Consumption of Liquor on Premises**

~~A. It shall be unlawful for any person operating any premises where food, beverages or entertainment are sold or provided for compensation, who does not possess a license for the sale of intoxicating liquor to permit the drinking or consumption of intoxicating liquor in, on or about the premises between 10:00 P.M. and 6:00 A.M. the following day without having a license as in this Section provided.~~

~~B. The drinking or consumption of intoxicating liquor shall not be permitted in, upon or about the licensed premises by any person under twenty one (21) years of age or by any other person between the hours of 1:30 A.M. and 6:00 A.M. on any~~

~~weekday and between the hours of 12:00 Midnight Saturday and 12:00 Midnight Sunday.~~

**SECTION 5:** That Section 600.370 (B) of the Weldon Spring Municipal Code is hereby amended as follows (added text is shown in boldface type, deleted text shown in ~~[bracket and stricken]~~ type):

**Section 600.370      Scope of Fees for License for Manufacturers of Light Wine**

B. A manufacturer licensed under this Section may purchase and sell bulk or packaged wines received from other manufacturers licensed under this Section and may also purchase in bulk, bottle and sell to duly licensed wineries, wholesalers and retail dealers on any day except Sunday, and a manufacturer licensed under this Section may offer samples of wine, may sell wine in its original package directly to consumers at the winery, and may open wine so purchased by customers so that it may be consumed on the winery premises on Monday through Saturday between 6:00 A.M. and **1:30 A.M.** ~~[12:00 Midnight]~~ and on Sunday between **6:00 A.M. and 1:30 A.M. on Monday.** ~~[11:00 A.M. and 10:00 P.M.]~~

**SECTION 6:** That Section 600.390 (A) (2) of the Weldon Spring Municipal Code is hereby amended as follows (added text is shown in boldface type, deleted text shown in ~~[bracket and stricken]~~ type):

**Section 600.390      Temporary Licenses**

A. Temporary Permit For Sale By Drink — Certain Organizations.

2. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at ~~[11:00]~~ **6:00 A.M.**

**SECTION 7:** 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 \_\_\_\_\_ 2022.*

---

Donald D. Licklider, Mayor

Attest:

---

William C. Hanks, City Clerk



To approve Bill #

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

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

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

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

# **City of Weldon Spring**

On Call Engineering Services List  
2021 – 2024

Effective October 15, 2021, to October 15, 2024  
This list may be renewed or extended every 3 years

## **Roadway Design**

Cochran  
Cole  
Horner and Shifrin  
St. Charles Engineering  
TWM

## **Surveying and Utilities**

TWM  
St. Charles Engineering  
Cochran

## **Project Management**

Cochran  
Cole  
St. Charles Engineering  
Frontenac Engineering

## **Construction and Material Testing**

Cochran  
Terracon  
SCI Engineering

## **Traffic Engineering**

CBB  
Tepa Engineering Services  
Terra Engineering

# **AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES**

## **WELDON SPRING, MISSOURI**

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 20\_\_\_\_  
between Mayor, City Council, and the Citizens of the City of Weldon Spring, Missouri, a  
municipal corporation (OWNER) and \_\_\_\_\_ (ENGINEER)  
for On-Call Professional Engineering Services.

Owner and Engineer in consideration of their mutual covenants herein agree in respect of the performance or furnishing of on-call professional engineering services by ENGINEER with respect to Projects and the payment for those services by OWNER as set forth below. This Agreement will become effective on the date first above written.

Notwithstanding the foregoing, this Agreement shall not become effective, nor shall ENGINEER proceed with the performance of any services hereunder until the Board of Alderman of Owner has duly approved this Agreement by Ordinance adopted as provided by law.

ENGINEER represents and warrants that ENGINEER is registered as a professional engineer and authorized to otherwise do business in accordance with the laws of the State of Missouri.

### **SECTION 1 GENERAL**

#### **1.1. Standard of Care.**

On-Call ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all projects to which this Agreement applies as herein-after provided. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

#### **1.2. Coordination with Other Documents.**

It is the intention of the parties that the Standard General Conditions will be used as the General Conditions for projects and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the

Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

### **1.3. Definitions.**

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**1.3.1. Agreement.** Agreement means this Contract for On-Call Professional Engineering Services between Owner and Engineer including those exhibits listed in Section 7 of this Agreement.

**1.3.2. Services.** Services means the on-call services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

**1.3.3. Contractor.** Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

**1.3.4. ENGINEER's Consultant.** ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform Services as the on-call ENGINEER's independent professional associate or consultant engaged directly for a Project.

**1.3.5. Standard General Conditions.** Standard General Conditions mean the OWNER'S Standard General Conditions of the Construction Contract commonly supplemented and amended by OWNER'S typical Supplementary Conditions.

**1.3.6. Task Order.** Contract for services that provides for the issuance of orders for the performance of tasks during the period of the Agreement.

## **SECTION 2 ON-CALL PROFESSIONAL SERVICES OF ENGINEER**

### **2.1. Services of Engineer.**

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Engineer shall perform Roadway Design, Surveying and Utility professional services for the Owner.

**2.1.1.** Engineer services provider shall be prepared to provide the services in a timely and comprehensive manner.

**2.1.2.** Engineer shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Engineer. All Engineer's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

2.1.3. Engineer shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Engineer.

2.1.4. The Owner reserves the right to utilize any combination of Engineers in a nonexclusive and cooperative/collaborative basis as needed to complete engineering services for particular assignments.

### **SECTION 3 OWNER'S RESPONSIBILITIES**

#### **3.1 Owner's Responsibilities**

Except as otherwise provided each Task Order, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.1.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for Projects.

3.1.2. Provide all criteria and full information as to OWNER's requirements for Projects, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.1.3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to Projects including previous reports and any other data relative to design or construction of projects.

3.1.4. ENGINEER may rely upon the information provided by OWNER, but ENGINEER may not rely upon or make any claim against OWNER with respect to the following:

3.1.4.1. The completeness of such reports and drawings for ENGINEER'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures to be employed by ENGINEER and safety programs incident thereto, or

3.1.4.2. Interpretations and opinions contained in such reports or shown or indicated in such drawings, or

3.1.4.3. Any ENGINEER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

3.1.4.4 OWNER agrees that for any information provided by OWNER or others, ENGINEER is entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. OWNER agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should OWNER provide documents or other information for ENGINEER's use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information OWNER or someone else provides.

3.1.5. Arrange for access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under this Agreement.

3.1.6. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

3.2. Provide, as may be required for Projects:

3.2.1 accounting, bond and financial advisory, and insurance counseling services;

3.2.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to Projects, including any that may be raised by Contractor; and

3.2.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

3.3. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

3.3.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work.

3.4. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other Project related meetings and Substantial Completion and final payment inspections.

3.5. Give prompt notice in writing or by electronic means that are permanently preserved to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.

3.6. Provide Engineer with a fully executed City Ordinance awarding the Agreement to the Engineer.

#### **SECTION 4 TIMES FOR RENDERING SERVICES**

#### **4.1 Task Orders**

4.1.1. Task Orders shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Orders shall be in the general form shown in Exhibit A, attached hereto. Each Task Order shall govern the parties' rights and obligations with respect to each assignment. Each Task Order shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Order shall be incorporated into this Agreement.

4.1.2. Each Task Order shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council approval, and according to the most current policy as stated in the City of Weldon Spring's Code of Ordinances.

4.1.3. Owner shall have the right to inspect and review the work being done and to consult with Engineer at any reasonable time. Conferences will be held at the request of Owner or Engineer.

4.1.4. If it is determined to be in the best interest of the work, Engineer shall replace the project manager or any other employee of the Engineer, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.

4.2. Engineer shall notify the Owner if Engineer encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Order.

#### **SECTION 5 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

##### **5.1 Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. The maximum amount that the Owner shall pay the Engineer under this Agreement shall be in accordance with the terms of each Task Order. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Order using the Schedule of Hourly Rates and Expenses attached hereto in Exhibit B.

5.1.2. A schedule of expenses and position classifications and the salary range for each expense and position of the Engineer, including the approved subcontractors of the Engineer is included as part of Exhibit B. Engineer and the Engineer's approved subcontractors may negotiate to revise their Schedule of Hourly Rates and Expenses annually. The Engineer will submit the revised Schedule of Hourly Rates and Expenses to the Owner in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion,

the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the services performed under any subsequent Task Order on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Orders. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Engineer and Owner shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Orders during negotiations.

5.1.3. Actual reasonable expenses incurred by the Engineer directly related to the Engineer's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that Owner has approved:

- Printing, Plotting, Copying, Mailings (actual costs)
- Newspaper Advertising (actual costs)
- Mileage (current IRS rate per mile)
- Geotechnical Services (actual costs)
- Rental of Special Equipment

5.1.4. Owner is not liable for any obligation incurred by the Engineer except as approved under the provisions of this Agreement.

5.1.5. Project-related federal, state and local permit costs will be paid for directly by the Owner.

## **5.2 Other Provisions Concerning Payments.**

5.2.1. Preparation of Invoices. Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Services in each invoice will be calculated on the basis set forth in Exhibit B and attributable to each Task Order. In addition, a cover letter with a brief statement describing the work performed under each invoice shall accompany each invoice. Invoices are due and payable on receipt.

5.2.2. Unpaid Invoices. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

5.2.3. Payments Upon Termination.

5.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 6.1.1:



5.2.3.2. For any effective Task Orders, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination.

5.2.3.3. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 6.1.2.:

5.2.3.4. Upon the completion of any Services associated with a Task Order, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants will constitute total payment for such services. ENGINEER also will be paid for termination expenses under subparagraph 5.2.3.2.3 below.

5.2.3.5. In the event of termination by OWNER for convenience during or at completion of any Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ENGINEER be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

5.2.3.6. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 6.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 5.2.3.2.

5.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices.

## **SECTION 6 GENERAL CONSIDERATIONS**

### **6.1. Dispute Resolution.**

6.1.1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice.

6.1.2. If the Parties fail to resolve a dispute through negotiation under Section 6.1.1., then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) Either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**6.2. Termination.** The obligation to provide further services under this Agreement may be terminated:

6.2.1. For cause,

6.2.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2.1.2. by ENGINEER:

6.2.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

6.2.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

**6.3. Reuse of Documents.** All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ENGINEER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with projects. The Drawings and Specifications may be used by the OWNER only for completion of the projects for which they were intended, or if the ENGINEER is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ENGINEER. OWNER will indemnify and hold harmless ENGINEER for claims, damages, costs and expenses arising from modification or reuse of ENGINEER's Drawings and Specifications without ENGINEER's written authorization.

#### **6.4. Insurance.**

6.4.1. ENGINEER shall procure and maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ENGINEER's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate and a \$3,000,000 excess professional liability policy.

6.4.2. ENGINEER shall also procure and maintain the following insurance.

6.4.2.1 General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

6.4.2.2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$2,000,000 for each accident.

6.4.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

**6.5 Controlling Law.** This Agreement is to be governed by the law of the State of

Missouri.

#### **6.6. Successors and Assigns.**

6.6.1. Owner and Engineer each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.5.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.6.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.6.3. Unless expressly provided otherwise in this Agreement:

6.6.3.1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than Owner and Engineer.

6.6.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in any Contract Documents.

#### **6.7. Allocation of Risks--Indemnification.**

6.7.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, and employees from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.7.2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, and employees from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of OWNER or OWNER's officers, directors,

employees, and OWNER's other Consultants in the performance and furnishing of OWNER's responsibilities under this Agreement.

**6.8. Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

**6.9. Survival.** All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

**6.10. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **6.11. Audit**

6.11.1. The City Auditor, the City's Treasurer, the City Administrator and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.

6.11.2. Engineer shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.

6.11.3. The books, documents and records of Engineer in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

### **SECTION 7 EXHIBITS AND SPECIAL PROVISIONS**

7.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

7.1.1. Exhibit A, "Sample Task Order", consisting of 1 pages.

7.1.2. Exhibit B, "Schedule of Hourly Rates", consisting of \_\_\_\_ pages.

**7.1.3. Exhibit C, "Affidavit of Enrollment in Federal Authorization Program"**

**7.1.4. Exhibit D, Certificate of Insurance Form**

**7.2. This Agreement and the Exhibits identified above constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

Engineer

City of Weldon Spring

\_\_\_\_\_

By: \_\_\_\_\_  
Don Licklider, Mayor

By: \_\_\_\_\_

[Corporate Seal]

[Corporate Seal]

Attest: \_\_\_\_\_  
Deputy City Clerk

Attest: \_\_\_\_\_

Address for giving notices  
City of Weldon Spring  
City Administrator  
5401 Independence  
Weldon Spring, Missouri, 64068

Address for giving notices

\_\_\_\_\_

License No. \_\_\_\_\_  
Agent for Service of process:

\_\_\_\_\_

**Exhibit "A"**  
**Task Order**

In accordance with Section 4 of the Agreement for On-Call Professional Engineering Services between Owner and Engineer, dated \_\_\_\_\_ ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

- a. Title: \_\_\_\_\_
- b. Description: \_\_\_\_\_

**2. Services of Engineer**

Engineer shall have those responsibilities set forth in Exhibit A.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Exhibit B.

**4. Times for Rendering Services**

**5. Payments to Engineer**

- a. Owner shall pay Engineer for services rendered as follows:
- b. The terms of payment are set forth in Section 5 of the Agreement and in Exhibit X.
- c. Reimbursable Expenses: Includes fees charged by outside entities having review authority over the project, govern agency fees, and advertising fees. See Exhibit X "Reimbursable Expenses Schedule".

**6. Consultant (s) (including subs):**

**7. Other Modifications to Agreement:**

**8. Attachments:**

**9. Documents Incorporated by Reference:** Agreement for On-Call Professional Engineering Services dated \_\_\_\_\_. This includes all Attachments to that Agreement (Attachment A – Attachment X inclusive).

**10. Ordinance or Resolution (if applicable):**

Terms and Conditions: Execution of the Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of the Task Order is \_\_\_\_\_.

**OWNER:**

By: City of Weldon Spring

**ENGINEER**

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Engineer License or Firm's

Certificate No. \_\_\_\_\_

State of: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail

Address: \_\_\_\_\_

E-Mail

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_



**CITY OF WELDON SPRING**  
**3/8/22– BOA Meeting (Changes in Red)**  
**CITY CLERK'S LEGISLATIVE REPORT**

The 102nd Missouri General Assembly begun their legislation session on January 5, 2022, but the Pre-filing of legislation began on December 1, 2021. Here are some of the legislative issues that the City of Weldon Spring may be interested in monitoring this session:

**Personal Property Tax**

- **SB 649 (Sponsor: Eigel)** – This Bill will start phasing out personal property tax. This Bill was perfected on 3/2/202, but it is loaded with several amendments. With the amendments added to the Bill, this Bill now affects six counties throughout the State.
  - **Medium Impact to WS** – County Road & Bridge property tax would be negatively impacted, and the portion allocated to Weldon Spring would be reduced by \$11K - \$15K annually and pause any nominal inflationary increase to revenue allowed by statute for the duration of the phase out period roughly until 2026. This would be roughly a 5% - 7% annual reduction to the Road & Bridge Maintenance Fund 23. This is one of the top priorities for the St. Charles County Municipal League, which opposes the bill.
- **SB 911 (Sponsor: Eigel)** – For the 2022 and 2023 calendar years, this act requires each political subdivision to reduce its property tax levy such that the amount of tax revenue generated by such tax levy that is substantially equal to the total amount of funds received by such political subdivision pursuant to the American Rescue Plan Act of 2021 during such calendar years. This Bill was voted do pass out of the Senate Ways & Means Committee on 3/3/22.
  - **Potential Impact to WS** – The State would be placing a financial burden on public subdivisions for receiving already approved funds from the federal government. Exact impact to WS unknown, though could impact the Road & Bridge Fund 23 which is a county property tax the City receives a portion of annually.

**Gas Tax**

- **HB 1594 (Sponsor: Walsh), SB 782 (Sponsor: Moon), & SB 811 (Sponsor: Eigel):** Repealing the gas tax increase. HB 1594 was voted do pass out of 2 House Committees and was placed on the House's Informal Perfection Calendar on 3/1/22. Currently, the two Senate Bills are still awaiting a hearing before the Senate Committee on Transportation, Infrastructure, & Public Safety.
  - **Moderate Impact to WS** – Any repeal of the motor fuel tax, which was passed during the 2021 legislative session, would result in decrease revenue for the State and city/county government because municipalities receive approximately 15% of the state motor fuel tax based upon their proportional population.

## Sales Tax

- **HB 1992 (Sponsor Coleman)** – This Bill exempts retail sale of unprepared food from local sales tax. This Bill was voted do pass by the House Ways & Means Committee. However, it was returned to the House Ways and Means Committee for further review on 3/1/22 by the House Rules Committee of Administrative Oversight.
  - **Impact to WS** – This will most likely affect the sale tax revenue collected by retailers such as, Walgreens, QT and Circle K. This Bill could lead to unintentional consequences for the City because of some of these amendments added to this bill.

## Elections

- **HB 1611 (Sponsor: Sassman)** – The Bill requires candidates for political subdivision or special district offices that are currently designated as nonpartisan to file an indication of their political party membership, if any, when running for office. Independents may continue to run for such local offices in the same manner. The hearing was completed for this Bill.
- **SB 1049 (Sponsor: Brattin)** – The Bill requires all candidates for offices in cities, towns, villages, and townships to declare a political party affiliation when filing for office. This is the Senate version of HB 1611. This Bill was referred to the Senate Local Government & Elections Committee.
  - **Medium Impact to WS** – HB 1611 & SB 1049 will introduce partisan politics into the local municipal government level of decision/policy making process. This could create more animosity between local elected officials and introduce state and federal partisan issues into local government, which typically does not have jurisdiction or oversight over such matters. These bills are one of the top priorities for the St. Charles County Municipal League, which opposes these bills.

## Sunshine Law & Records

- **HB 1500 (Sponsor: Ellebracht)** – This Bill amends the definition of "public record" to include the social media pages of a public governmental body, including the personal social media pages of members of the governmental body in specified circumstances. The bill expands the requirements for preservation of communications through electronic means, including social media accounts, and requires the public entity to produce such records in usable electronic format. This Bill was read for the second time on 1/6/22.
  - **Unknown Impact...** A potential unfunded mandate which subject the personal social media platforms of elected officials to sunshine requests and other public inquiries and records retention requirements.

- **HB 2049 (Sponsor: DeGroot)** – This Bill clarifies definitions of public meetings and public records and closes email addresses and telephone numbers submitted to a public governmental body by individuals or entities for the sole purpose of receiving electronic or other communications limited to newsletter. This Bill is similar to HB 1503 (Sponsor: Ellebracht) & SB 930 (Sponsor: Koenig)
  - **Positive Impact** – These Bills provides more privacy rights for individuals on entities, as well as give the City legal protection under Sunshine Law.

### Economic Development

- **SB 735 (Sponsor: Koenig)** – This Bill requires NIDs, CIDs and TDDs to be terminated upon completion of improvements and satisfaction of debt. Also. limits total combined sales taxes of CIDs and TDDs to 3.25% and exempts food. This Bill was voted do pass with a 5-2 vote by the Senate Committee on Ways & Means on 1/27/22.
  - **Unknown Impact...** A potentially unfunded mandate potentially negatively impacting economic development incentive tools available to city governments.
- **SB 908 (Sponsor: Koenig)** – This Bill requires the governing body of a city or county establishing a NID, CID, TDD or TIF to submit to the State Auditor and the Department of Revenue a description of the boundaries of the district, as well as information on assessments made in the district, as described in the act. The hearing was conducted on 3/3/22.
  - **Unknown Impact...** This legislation is worth monitoring because we have a CID within the City limits.

### Miscellaneous

- **HB 1494 (Sponsor: Ellebracht)** – When a municipality uses the associate circuit court as its municipal court, this bill requires all revenue, from fines for violations of municipal ordinances, to be distributed to local schools. This bill was read for the second time on 1/6/22.
  - **Potential Impact to WS** – With Weldon Spring reviewing the future operational configuration of its municipal court, this legislation is worth monitoring as it will likely gain traction this year.
- **HB 1588 (Sponsor: Haden) & HB 1657 (Sponsor Hicks)** - This bill prohibits municipalities from regulating dogs in a breed-specific manner. These Bills was combined into one legislative vehicle. This legislation was voted do pass by House Committee of Local Government and referred to the House Rules Committee of Administrative Oversight on 3/3/22.
  - **Negative Impact** – This Bill takes away local control by the municipality to protect their residents.

- **HB 1615 (Sponsor: Lavasco)** – The bill allows members of the general assembly to serve as ex-officio members of boards, commissions, councils or legislative bodies within their district. This Bill was read for the second time on 1/6/22.
  - **Negative Impact** – This is clearly an overreach by the state legislature for government oversight and inclusion on/in the local decision-making process. It is unclear how members of the legislature would physically be able to attend municipal government meetings when some members would have numerous and overlapping obligations, i.e. library, community college, city, county, fire, ambulance and other special district municipal government meetings. Weldon Spring has three state representatives and one state senator, so if all wanted to participate that would be an additional four ex-official board members on a six-member board.
- **HB 2593 (Sponsor: Lovasco)** - This bill limits political subdivision regulations on home-based businesses. This Bill was voted do-pass by the House Committee of Downsizing State Government on 3/2/22 and referred to the House Rules Committee of Administrative Oversight on 3/3/22.
  - **Negative Impact** – This Bill would most likely eliminate the City check & balance mechanism on certain home-based businesses for sale tax and zoning purposes.
- ✓ Municipal League of Metro St. Louis Legislative Report:  
<https://www.stlmuni.org/the-league/legislative-updates/>
- ✓ Missouri Municipal League Bills of Interest for Municipal Officials:  
<https://govwatch.net/report/12651>
- ✓ Missouri General Assembly – House of Representative Home Page  
<https://house.mo.gov/LegislationSP.aspx>
- ✓ Missouri General Assembly – Senate Home Page  
<https://www.senate.mo.gov/legislation>