



**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON THURSDAY, AUGUST 26, 2021, 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/87080665579?pwd=SFISUWJTeWtVTHdrNkt2WmJZTk44dz09>

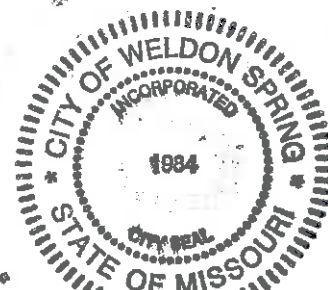
Meeting ID: 870 8066 5579

Password: WS.BOA

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

Meeting ID: 870 8066 5579

Password: 838813



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This notice was posted at 5401 Independence Road on 8-23-21 at 4:05pm 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. August 10, 2021 – Work Session Minutes
 - B. August 10, 2021 – Regular Board Meeting Minutes
6. **UNFINISHED BUSINESS**
 - A. Facilities Conditions & Needs Assessment Consultant Selection – **City Administrator**
 - B. Bill #1167 – An Ordinance Adopting the Budget for the Fiscal Year 2022 for the City of Weldon Spring, Missouri, and Matters Relating Thereto – **Alderman Clutter**
 - C. Bill #1168 – An Ordinance addressing the Inmate/Prisoner Security Fund surcharge on municipal Court cases in the City of Weldon Spring and matters relating thereto – **Alderman Schwaab**
7. **NEW BUSINESS**
 - A. 5425 Independence Road Encroachment Easement – **City Administrator**
8. **REPORTS & COMMITTEES**
 - A. Parks & Recreation Advisory Committee
 - B. City Administrator
 - C. City Attorney
9. **RECEIPTS & COMMUNICATIONS**
10. **ADJOURNMENT**

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This notice was posted at 5401 Independence Road on 8-23-21 at 4:05pm by W. J. Deane.



CITY OF WELDON SPRING
BOARD OF ALDERMEN WORK SESSION
AUGUST 10, 2021

CALL TO ORDER: A Work Session of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, August 10, 2021, at approximately 6:30 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Licklider called the Work Session to order at 6:38 PM.

Alderman Baker, Alderman Clutter, Alderman Kolb, Aldermen Martiszus, Alderman Schwaab, and Alderman Yeager were present. Also, present at the meeting were Michael Padella (City Administrator), Bill Hanks (City Clerk), and Scott Drachnik (President of the St Charles County Economic Development Council).

BUSINESS FOR DISCUSSION:

Economic Development Incentive Presentation: Mark Spykerman, from Gillmore & Bell, P.C., gave a presentation on the pros and cons of incentives associated with economic development and gave different hypothetical scenarios. He answered several questions from the Board.

After the presentation, Michael Padella (City Administrator) distribute draft copies of the Weldon Spring Incentive Policy, which was prepared by staff, to the Board members for review. Mr. Padella added that having an incentive policy formalized would be a proactive approach for the City and would provide guidance for the City. He asked the Board members to communicate any of their comments and questions to staff. After the Board has time to review the draft policy. Mr. Padella would like to have an incentive policy discussion at a future Work Session.

The Work Session was adjourned at 7:22 PM.

Respectfully submitted,

William C. Hanks, City Clerk

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
AUGUST 10, 2021

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, August 22, 2021, 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 Martiszus	Alderman Baker

A quorum was declared.

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

PUBLIC HEARING

Consideration of a Conditional Use Permit for “Arch Nemesis Brewing” for the Purpose of Allowing a “Bar, Tavern, or Lounge” – (Microbrewery) at 5940 S. Highway 94: Mayor Licklider opened the Public Hearing. There were no public comments. Mayor Licklider closed the Public Hearing.

Mayor Licklider told the Board that the applicant withdrew his application for a Conditional Use Permit (CUP) so no decision or discussion is needed on this topic.

Consideration Municipal Code Changes in Chapter 400 pertaining to Shipping Containers, Senior Housing, Boundary Adjustment Plat, Minor Subdivision, Reimbursement of Development and Review Cost, and Public Use Donation: Mayor Licklider opened the Public Hearing. Chris Pfleger, owner of St. Louis Ball Bowlers, spoke about his concerns with the code changes regarding shipping containers. Furthermore, he voiced his frustrations about the whole process and how City’s staff handled his situation with his two shipping containers.

Note: Mr. Pfleger entire testimony was submitted into public record and attached to these approved minutes.

Mayor Licklider closed the Public Hearing.

MINUTES: July 22, 2021, Work Session Minutes - Alderman Schwaab moved to approve the minutes from the July 22, 2021, Work Session as written, seconded by Alderman Baker. **Motion carried** with 4 ayes. Alderman Clutter and Alderman Martiszus abstained from voting.

July 22, 2021, Board Minutes - Alderman Martiszus moved to approve the minutes from the July 22, 2021, regular meeting with one typographical correction, which was correcting the time of adjournment from 7:19 PM to 8:19 PM. The motion was seconded by Alderman Schwaab. **Motion carried** with 5 ayes. Alderman Clutter abstained from voting.

TREASURER'S REPORT: Alderman Schwaab made a motion to accept the Treasurer's packet of paid bills from July 16, 2021, to August 2, 2021, seconded by Alderman Yeager. **Motion carried** with 6 ayes.

OLD BUSINESS:

Facilities Conditions & Needs Assessment Consultant: After a lengthy discussion about the comparison research from other municipalities on cost estimates and the overall process of the study, it was decided that the Board will be provided all the Request for Proposals' documents for further review before making any decisions.

NEW BUSINESS:

An Ordinance Adopting the Budget for the Fiscal Year 2022 for the City of Weldon Spring, Missouri, and Matters Relating Thereto: Alderman Clutter moved to introduce Bill #1167 for its first reading by title only. Alderman Baker seconded the motion and the **motion carried**.

There was a brief discussion about the proposed FY 2022 Budget, which was reviewed by the Finance Committee and recommended for Board approval.

With the expected increase in expenditures expected on roadway maintenance and police services, the Board will need to have a discussion in the future on a need to increase revenue sources.

Bill #1167 was tabled in accordance with City Code.

An Ordinance Addressing the Inmate/Prisoner Security Fund Surcharge on Municipal Court cases in the City of Weldon Spring and matters relating thereto: Alderman Schwaab moved to introduce Bill #1168 for its first reading by title only. Alderman Clutter seconded the motion and the **motion carried**.

Bill #1168 was tabled in accordance with City Code.

Sewer NID Grinder Pump Locations Inspection and Recommendations from Flo-Systems: Alderman Baker made motion to authorize City's staff not to exceed \$23,576 in directing Flo-Systems to proceed with the recommended maintenance repairs to the 12 grinder pumps, which was located within the Weldon Spring Sewer Neighborhood Improvement Districts (NID). The motion was seconded by Alderman Martiszus. **Motion carried** with 6 ayes.

REPORTS AND COMMITTEES:

PRAC Committee: No report was given.

P & Z: Alderman Martiszus gave an update to the Board on the possible Chapter 400 Code Changes. He stated the Commission met and discussed the code changes to Chapter 400 of the municipal codes that was recommended by City's staff at a meeting earlier this month. He added that the Commission directed City staff to make significant changes to their recommendations for consideration at the next Planning & Zoning meeting, which is on September 7, 2021.

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

City Attorney: Mr. Wohler (City Attorney) commented on the Inmate Security Fund and the Sheriff Retirement Fund and felt it is inappropriate for the City to collect those surcharges.

RECEIPTS & COMMUNICATIONS:

Alderman Schwaab stated that he received a complaint from a resident in Camelot Subdivision regarding parked cars stacking up on both side of street, which is causing traffic issues. Alderman Martiszus stated he continues to receive noise complaints over a loud generator on the Enterprise Campus on Technology Drive

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:37 PM and Alderman Martiszus seconded the motion. **Motion carried** with 6 ayes.

Respectfully submitted,

William C. Hanks
City Clerk

5 months ago, I was visited by the City of Weldon Spring and was notified that there was a complaint about the Temporary Shipping Containers and we did not have a permit for our “temporary shipping containers”. When I asked to see the complaint, the city told me that they received the complaint from St. Charles County from whom they are hired to enforce the building codes for Weldon Spring. When I was asked about when this permit started, I was told that I was the “Guinea Pig” for everyone and that I was leading the way. I was told that I needed to fill out an application and pay a \$150.00 fee for the permit. The next day I went in to fill out a “Generic” application and pay my \$150.00. When I asked if that was it, I was told that in order to submit an application for the next Architectural Meeting, which was about 3 weeks later, that I would need a “Site Plan”. I explained to them that I only Lease the building and do not own it, so I could not do that. Both me and the City contacted the owner of the property and with great expense, was able to get one done for the city in time.

I then Contacted St. Charles County to get a copy of the complaint, they said that there were no complaints on file with them. I then went back to the city of Weldon Spring and told them that no complaint was on file. After 2 weeks of going back and forth, I was told that it was Weldon Spring that had received the complaint. I asked for a copy of it and they could not find the original complaint anymore.

I then went back to St. Charles County to ask them about getting their Application for a permit for Temporary Shipping Containers. I was told that there is no application for a permit nor was one needed.

I then went back to the City of Weldon Spring and told them what I learned, and they said that they were going to make a new code requirement for this.

I then went to the Board of Architectural Review for my approval. The Boards decision was to "Table" the vote since there was nothing for them to vote on. I was

told by the board that I would have to come back in 30 days at there next meeting to find out their final decision. I notified them that I would be away on work and could not attend the meeting. They said they would see what answers they could give me within a week and maybe I would not have to attend. 3 weeks went by and I was planning my trip when I called the city to get the answers. I was told then that I could withdraw my application and receive my money back because they had already put it on the Planning and Zoning Meeting with the New Code Changes. So when I asked them why I even went to the meeting, they said it was just part of the process. No apology or offer of reimbursement for my time was offered to me or the landowners.

Next, I went to the Planning and Zoning Meeting, also representing some of the other business's to talk about some of the concerns we had. Once the Public Hearing was called, I was told by Commissioner Tom Szilasi that I could not go over everything with the new codes and to only give my highlights, that was there job.

Section 3 Heading J

#1. What is demonstrated Cause? Do we need to Re-file every 180, get re—inspected, and then pay another \$150.00?

#3. This code should be for all of Weldon Spring and not just the selected few chosen by Weldon Spring.

#4. May-Be? It is unfair to exclude certain business from having to follow the new codes. This code should be for all of Weldon Spring and not just the selected few chosen by Weldon Spring.

Up to this point, all of the wording has been “Temporary Shipping Containers”. After this the wording changes to “Shipping Containers!!!

Section 4 Heading D

#1. Again, why are we being singled out and why is this not cover all of Weldon Spring?

#2. We lease our buildings and do not have access to the “Site Plan”. This would also become very expensive for the owners of the property if a new “Site Plan” was

needed every time a new tenant moved in or a container was moved. When the Fire Inspection is done each year, this would be covered by them as well.

#3. Temporary Shipping Container smallest size is 20 feet long, anything less would be call a portable storage container, not the same thing.

#3a. If the Temporary Shipping Container is anchored down not the ground, then it becomes a structure and not “Temporary”. I cant move it, ship it, or load it as it was designed. We cannot destroy property that is not ours, and attaching it to dirt would do nothing. A empty 20’ Temporary Shipping Container” weighs almost 5000lbs. and a 40 ‘weighs almost 10,000lbs., that more than cars and trucks, “Empty”, not considering how much weight is on the inside, so if a storm comes through, we will see flying cars and trucks before a “Temporary Shipping Container”.

#4. IMPOSSIBLE, Anything that is metal outside can rust. The expense can run around \$1,000.00 per container which would not be worth it, besides other factors we will talk about further along.

#5. “Temporary Shipping Containers” are not “Permanent Structures”. Unless approved, there are no guidelines for such an approval.

#8. This is already done by the fire department each year during the inspection process.

Section 7 Heading D

#1. And #2. Together

As we talked about earlier, the expense to paint each container would not be worth it. Every building is a different color, so you would have an easter basket worth of containers. But the main reason is because of shipping. We cannot paint over the information on the side or else we cannot ship, load, or transport them without this information.

Section 8 Heading A

A. This says “All Property owners of Weldon Spring” not Light Industrial. Section 4 Heading D #1. States Light Industrial. We are not the property owners.

1 Phone call 5 months ago to the ICC, International Code Council would have cleared this up. According to them, No New Codes Can Be Retroactive, meaning that any new codes made would only effect new business that are seeking to have a “Temporary Shipping Container”.

Including tonights meeting, I personally have over 40 man hours invested in this process, and the landowners great expense to have the site plan done within 3 weeks, and countless hours from many of the members here with the City Of Weldon Spring. At a time that Small Business's are having to deal with the Covid Pandemic, labor shortages, material shortages, and then this.



CITY OF WELDON SPRING

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MEMORANDUM

To: Mayor & Board of Aldermen

Date: August 20, 2021

From: Michael Padella, City Administrator

Subject: Facility Condition & Needs Assessment (FCNA) – Consultant Selection Summary

Cc: Selection Committee Members

Project History & Summary

The purpose of conducting a 'Facilities Needs Assessment' as provided by an independent and professional consultant is to assist with determining the current and future needs of the organization from a facility standpoint.

The City identified the 'Facility Needs Assessment' as a special project and approved funding in the FY 2020 Budget for this initiative, however, due to Covid-19 budgetary concerns this item was removed from the FY 2020 Budget and postponed to the FY 2021 Budget cycle.

The City Administrator began advising the Mayor and BOA that staff was in the process of preparing a project scope for the Facility Needs Assessment on 10/13/20 – 03/09/21. The Mayor and BOA provided no questions or feedback for staff during the preparation process.

Staff completed and advertised the request for proposal for a Facilities Conditions & Needs Assessment (FCNA) on 03/29/21 and had a deadline of 04/19/21 for consultants to respond by. The City received six sealed proposals from firms by the deadline. Below is an excerpt of the project scope of work as posted and advertised in the RFP:

III. SCOPE OF WORK

The City is requesting proposals from qualified consultants for comprehensive FCNA services. Required services shall include, but are not limited to:

- 1. Identify and document current conditions of the existing City-owned City Hall and Parks Building structures (Exhibit B), including the structural integrity, physical state of each building, and compliance with modern building codes including Americans with Disabilities Act (ADA).*
- 2. Assess and identify whether each of the buildings are serving their intended role, and if they are under or over-utilized in their current capacity.*
- 3. Assess the ability of each building to serve current needs. Including the ability to accommodate the number of employees housed in each facility and identify if the building is meeting the overall needs of the City.*

4. Identify the replacement and/or renovation costs of each building and make recommendation as to which (if any) buildings should be renovated, replaced, relocated, etc., as needed. Recommend alternative locations and/or civic facility combination as necessary.
5. Provide current market values of City-owned properties based on current zoning as well as highest-and-best use.
6. Recommend corrections for all deficiencies.
7. Provide a suggested priority list and/or timeline for accommodating the recommended replacement and/or reconstruction work.
8. Provide cost estimates for corrections, replacement, and/or reconstruction work of each of these facilities.
9. Forecast future facility renewal/reconstruction costs.
10. Provide an assessment of maintenance efforts to-date as compared to industry standards. Also, provide preventative maintenance recommendations, to include minimum standards of day-to-day upkeep and their associated costs based on industry standards (including but not limited to: on-going building maintenance, equipment replacement, janitorial needs and staffing, basic cleaning/deep cleaning, paint, flooring replacement, lighting replacement, etc.)

Consultant will meet with City staff to identify all reliable sources of existing data such as facility inventory lists, plans, maps, studies, etc. Where applicable, existing studies and reports will be provided to the consultant for incorporation into the FCNA and final report.

The types of building systems may vary with each building and shall include, but are not limited to, the following systems:

1. **SITE** | topography, drainage, access/egress, paving, curbing, parking, flatwork, utilities
2. **EXTERIOR SYSTEMS** | foundation, roofs, walls, window systems, exterior doors, civil/structural components
3. **INTERIOR SYSTEMS** | walls, doors, flooring, ceiling, hardware, lighting, architectural components
4. **FIRE/LIFE SAFETY ISSUES** | including hazards, alarms, and fire escapes
5. **HEATING, VENTILATION, AND AIR CONDITIONING** | including controls and terminal units
6. **ELECTRICAL** | including internal electrical distribution and back-up generators
7. **PLUMBING SYSTEMS** | fixtures, supply, storm and sanitary sewer drainage, valving, irrigation
8. **FIRE PROTECTION**
9. **SPECIALIZED CONSTRUCTION AND OUTBUILDINGS**
10. **SPECIALIZED EQUIPMENT AND SYSTEMS** | including information/communication technology networks and systems
11. **ELEVATOR SYSTEMS** | none currently present

Consultant is expected to generally address observed seismic deficiencies and general hazardous materials (lead, asbestos, etc.) conditions and or concerning environmental considerations, based on known/assumed age and type of construction for each facility. Specialized destructive seismic testing or hazardous material sampling/testing is not in the scope of proposed FCNA.

The consultant shall inspect all identified facilities to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, and/or major capital investment. It is anticipated that the consultant team will be an interdisciplinary team (potentially involving multiple firms) likely to include a Missouri licensed Civil/Structural Engineer, Mechanical Engineer, Electrical Engineer, Architect and Appraiser, as appropriate. The consultant will thoroughly examine building systems using non-destructive, on-site observations to compile a complete understanding of current building conditions and Department needs for each facility. Consultant will ensure that the inspection staff has the appropriate training and equipment to record and produce consistent and accurate data.

INSPECTIONS

The method of the inspection process shall allow for a comprehensive inspection of observable systems, while utilizing input from City staff to complement the assessment of current conditions with details of the facilities' background. This will be augmented with information provided by City staff regarding the current and projected uses of each facility, the current and projected staffing levels for each facility and any known deficiencies currently affecting these needs.

At a minimum, inspectors shall gather the following information on each property:

- 1. PROPERTY CHARACTERISTICS** | *An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system. Confirmation/validation of building area (square footage) shall be obtained during inspection.*
- 2. AGE** | *Identification/approximation of the year each system component was installed.*
- 3. CURRENT CONDITION** | *An assessment of the year each system component was installed.*
- 4. FACILITY NEEDS** | *A summary of how each facility is being utilized, identifying whether it is over- or under-utilized and an analysis regarding the suitability of the facility to its current use.*

For purpose of consistency, system components shall be defined along with a standard list of repairs and action levels for inspectors to choose from in rating each system condition. Action level recommendations and timelines shall be defined for individual components. Standard definitions and systems of actions are intended to provide a more accurate assessment of facilities.

FORMAT

The consultant shall have a thorough understanding knowledge of ASTM Designation E2018, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, for each subject of the FCNA (identified in Exhibit B). Format, including individual and summary reports, shall be confirmed by City and consultant prior to commencing assessments. Once format is confirmed and approved the City will provide authorization to proceed. Hard copy and digital deliverables will be required.

The full City RFP has been and is posted on the City's website since 03/29/21 and can be viewed by following the link: <https://weldonspring.org/reference-desk/open-bids-and-proposals/rfp-facilities-condition-needs-assessment>

Consultants Review, Recommendation & Negotiations

The Selection Committee consisting of the Community Relations Coordinator, City Planner, and City Engineer, reviewed the six firms' proposals and made their recommendation to the City Administrator on 06/21/21, their recommendation summary is below:

"The Facility Condition & Needs Assessment (FCNA) Selection Committee is ready to recommend a consultant for this project. After the initial qualification review and interview phase the Committee reached final a decision on 6/18/2021. The Committee recommends FGMA for this project. The Committee believes the size and focus of FGMA aligns better with what the scope of this project is. The City is looking to completely access the functionality of its current City Hall and Parks Building and move forward with plans to either renovate or build new. These goals seemed to be better understood by FGMA than the other firms. All firms were very well qualified for this project. Chiodini is the second choice among the finalists and would also be very capable of completing this project, given project expectations are clearly stated by both firms."

The City Administrator notified the first-choice firm, FGMA, on 06/21/21 and began negotiating contract terms and project fees. On 07/16/21 the City Administrator received a revised draft

contract from FGMA with the proposed project fee of \$38,700. This far exceeded the City's estimated budget for this project of \$12,500 and the City Administrator provided feedback to FGMA to modify the scope by removing the Parks Building from the FCNA analysis (the logic behind removing the Parks Building from the scope is due to its relative younger age 2010, overall good condition, and meeting Parks' staff needs) and look for ways to reduce project expenses. FGMA responded on 07/21/21 by modifying the draft contract and project fee not-to-exceed \$24,150 per the modified scope of work. See the attached, "FGMA REV FINAL DRAFT..."

Conclusion

The City Administrator is recommending to the BOA approval of the FGMA REV FINAL DRAFT (with amendments to the schedule due to delays) agreement based upon the revised scope of work and fee not-to-exceed \$24,150 per the terms of the agreement.

Exhibit C:

CONTRACT AGREEMENT

This Agreement, made the 23rd day of July, 2021, and between FGM Architects Inc. (FGMA) Parties of the First Part, hereinafter called the "Contractor", and the CITY OF WELDON SPRING, MISSOURI, Party of the Second Part, and hereinafter called the "City".

WITNESSETH: That the City and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. Scope of Work:

The Contractor shall furnish all of the labor, technical expertise, materials, and certain equipment as noted below and perform all of the work outlined in the specifications and outline related to and entitled **Facilities Condition & Needs Assessment (FCNA)**, prepared by the City of Weldon Spring, 5401 Independence Road, Weldon Spring, Missouri 63304. Certain equipment to be furnished by the Contractor shall be in order to facilitate performance of assessment and data intake efforts and report deliverable generation, and shall include computer hardware and software, measurement and documentation tools (tape measures, laser and volumetric measurement devices, digital SLR cameras, UAV (drone) with camera), and similar supplies, items and devices. The Contractor shall not furnish but at City's request shall coordinate and schedule the following equipment which may be required to conduct the FCNA: lift or boom truck for high points access, camera and auger system for view inside sewer pipes, HVAC test and balance measurement devices, ladders, scaffold or similar.

The Work to be done under this Contract consists of planning, monitoring during the term of the FCNA, implementation and communicating all work described in the RFP document, and furthermore, shall be in conformance with all applicable terms and conditions as called out in the RFP document, attached, as well as all state and local laws and ordinances. Refer to Addendum No. 1 for scope and deliverables summary.

ARTICLE 2. Time of Completion and Acceptance:

The work to be performed under this Contract shall commence upon authorization by the City per the timetable noted here in. Refer to timetable furnished as an Addendum No. 2 to this Contract Agreement.

It is mutually understood and agreed that time is the essence of this Agreement. Extra time to implement said FCNA shall in all cases be construed, as the time required for completion after the date herein named and shall only be granted if significant progress is shown. Extensions of time granted by the City, for completion of the Contract Agreement on account of fire, strikes, or acts of Providence shall not be construed as extra time.

ARTICLE 3. The Contract Sum:

The City shall pay the Contractor for the performance of the Contract Agreement on an hourly basis, with total invoices not to exceed \$24,150.00 (twenty-four thousand one hundred fifty dollars and no cents), subject to additions and deductions provided herein, in current funds at the prices named/detailed in the RFP Response which if agreed to by both parties shall be attached hereto and made a part of this proposal document and this Contract Agreement.

The City shall reimburse the Contractor for any reimbursable expenses as required to be expended for the performance of the Contract Agreement, up to a limit of \$600.00 (six hundred dollars and no cents). Reimbursable expenses shall include the categories of travel to and from the Project site, printing of FINAL deliverable report copies, and postage or delivery expenses. If any equipment is to be rented in order to facilitate performance of the Contract Agreement, the Contractor shall first obtain an estimate or quote for review and approval, before the rental of said equipment. Said rental expense would be reimbursable beyond the limit identified herein.

ARTICLE 4. Continuation and Termination of Contract:

The Contract for services will renew annually unless either party submits in writing at least thirty (30) days prior to the renewal anniversary date notice of termination of the Contract. Furthermore, the Contract may only be terminated by either party without penalty upon receipt of a thirty (30) day notice in writing or electronic mail. Any remaining balance owed must be paid within thirty (30) days from the invoice due date.

Designated points of contact for purposes of official notification per the terms and conditions of this Contract Agreement for each Party are as follows:

CONTRACTOR:

Contact Name: Ryan Reu, AIA

Title: Project Manager

Address: One Metropolitan Square, Suite 1945, St. Louis Missouri 63102

Phone: 314.439.1601 Office / 314.439.1611 Desk

Email: ryanr@fgmarchitects.com

CITY:

Contact Name: Michael Padella

Title: City Administrator

Address: 5401 Independence Rd., Weldon Spring, MO 63304

Phone: 636.441.2110 ext. 102

Email: cityadministrator@weldonspring.org

ARTICLE 5. The Contract Documents:

The information for and instruction to bidders, the proposal, the general terms and conditions of the Contract, and the specifications of the RFP, the Contractor's response to RFP dated 19 April 2021, the Contractor's short-list interview presentation dated 13 May 2021, together with the Agreement and all indicated Addenda, form the Contract and they are as fully a part of this Contract as if thereto attached or repeated.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date of the year first above written.

CITY OF WELDON SPRING, MISSOURI

By: Donald D. Licklider, Mayor Date

Attest:

City Clerk

FGM ARCHITECTS INC.

By: Kevin Meyer, AIA
Managing Director

Date: 23 July 2021

By: Joshua N. Mandell, AIA, NCARB, LEED AP BD+C
Principal-in-Charge

Date: 23 July 2021

Attest:

Secretary

Addendum No. 1

Weldon Spring FCNA - Scope and Fee Analysis REVISED

23-Jul-2021

	Scope	Hours	Rate	Cost	Remarks
PILOT REPORT	Assemble/Review Owner Provided Drawings/Documents				
	Review/Prep for Site Visit				
	Site Visit - Document Exist. Cond.s (one structure / defer site)				City Hall, Parks and Rec Building plus sites
	Review Findings, assemble photos				
	Program - Prep. For Staff Interviews				Provide specific interview questionnaire
	Staff Interviews (Max. 8 City personnel - 20 minutes)				Assume 6 min. / 8 max. City staff
	In-house Review of Finishes, List Improvement / Maint. Options				
	Meet with Owner to present Pilot FCNA				work session
	Civil Consultant				
	MEP/Structural Consultant				
	Contingency				
	Pilot FCNA Total	66		\$ 9,825	
DRAFT REPORT	Conceptual Design Concepts for Improvements / Maintenance				
	Estimating for Proposed Improvements / Maintenance				
	Draft Report Assembly				
	Meet with Owner to present Draft FCNA				work session
	Civil Consultant				
	MEP/Structural Consultant				
	Contingency				
	Draft FCNA Total	67		\$ 9,975	
FINAL REPORT	Revise per Owner Comments				
	Final Report Assembly				
	Meet with Owner to present Final FCNA				Includes presentation to BoA
	Civil Consultant				
	MEP/Structural Consultant				
	Contingency				
	Final FCNA Total	29		\$ 4,350	
	SSC Engineering (MEP/Structural Consultant)	50		\$ 7,500	
	FGMA	111		\$ 16,650	
	Contingency	0		\$ -	
	Grand Total NTE Cost For FCNA	162		\$ 24,150	No Civil performed / defer
	Cochran Engineering (Civil Consultant)	19		\$ 2,800	OPTION - defer to late in project
	Reimbursable Expenses	nA		\$ 600	
	Maximum expenditure in FY 2021 (up to 30 Sep 2021)			\$ 12,450	Includes PILOT Report and MEP from next phase
	Maximum expenditure in FY 2022 (after 01 Oct 2021)		+	\$ 11,700	
				\$ 24,150	Excludes Civil, excludes reimbursables

FGMA^{ARCHITECTS} Addendum No. 2



DATE

July 23, 2021

FOR PROJECT

Facility Conditions and Needs Assessment (FCNA) for City of Weldon Spring, Missouri, Municipal Buildings (City Hall and Parks + Rec)

PROPOSED TIMETABLE

Schedule contingent on Owner availability for interviews and progress meetings, as well as feedback on DRAFT materials as submitted.

Project Milestones

Phase I Stage 1: Data Gathering	August 2 – September 3, 2021 (5 wks)
<i>Kick-Off Meeting*</i>	<i>Week of August 2, 2021 (Week 1)*</i>
Document Review and Schedule Interviews	Weeks 1-2
Conduct Interviews, Schedule Examination of Facilities	Week 2
Examine Facilities, Schedule	Weeks 3-5
<i>Review Initial Findings with Owner Building Committee*</i>	<i>Week of August 30, 2021 (Week 5)*</i>
<i>Owner Review Period, as required</i>	<i>Week 6</i>
Phase I Stage 2: Existing Conditions Documentation	September 6 – September 30, 2021 (4 wks)
Develop Prioritized Needs List, Format Cost Estimate	Weeks 6-8
Ascertain Market Valuation, Develop Maintenance Rec.s	Weeks 7-9
<i>Review DRAFT 'Pilot' Report with Owner Building Comm.*</i>	<i>Week of September 27, 2021 (Week 9)*</i>
END OWNER FISCAL YEAR 2021	
Phase II Stage 1: Refine and Develop Deliverable	October 1 – November 5, 2021 (5 weeks)
<i>Owner Review Period, as required</i>	<i>Week 10</i>
Incorporate Owner Feedback, Revise Rec.s and Cost Estimate	Weeks 10-12
Develop Graphic Support Materials	Weeks 11-13
<i>Review FINAL DRAFT Report with Owner Building Comm.*</i>	<i>Week of November 1, 2021 (Week 14)*</i>
<i>Owner Review Period, as required</i>	<i>Week 14</i>
Phase II Stage 2: Finalize and Present Deliverable	November 8 – December 3, 2021 (3 weeks)
Incorporate Owner Feedback, Revise Rec.s and Cost Estimate	Weeks 15-16
Develop Presentation and Summary	Week 16
THANKSGIVING HOLIDAY	November 25, 2021
<i>Presentation to Weldon Spring Board of Aldermen</i>	<i>Week of November 29, 2021 (Week 17)</i>

*Asterisks denote client meetings / interaction / presentations.

Time allowed for Owner review built into schedule.

BILL NO. 1167

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE BUDGET FOR FISCAL YEAR 2022 FOR THE
CITY OF WELDON SPRING, MISSOURI, AND MATTERS RELATING THERETO**

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

SECTION 1: That the budget for the fiscal year 2022, beginning October 1, 2021 and ending September 30, 2022 for the City of Weldon Spring, Missouri which is attached as Exhibit "A" hereto, is hereby adopted..

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

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 2021.*

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: _____

Exhibit A - Fiscal Year 2022 Budget											
Chart 1.1 - Revenues:											
Five-Year Financial Plan											
Name	FY 19 Actuals	FY 20 Actuals	FY 21 Budget	FY 21 Year-End Est.	FY 21 Actuals	FY 22 Budget	FY 23 Forecast	FY 24 Forecast	FY 25 Forecast	FY 26 Forecast	FY 27 Forecast
Fund 10 General Fund											
General Operating	\$ 603,900	\$ 666,401	\$ 598,390	\$ 569,752	\$ -	\$ 562,550	\$ 568,783	\$ 575,322	\$ 580,076	\$ 584,830	\$ 589,572
General Capital/Special Projects	\$ 25,129	\$ 23,437	\$ -	\$ 68,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Fund Revenue	\$ 629,029	\$ 689,838	\$ 598,390	\$ 637,935	\$ -	\$ 562,550	\$ 568,783	\$ 575,322	\$ 580,076	\$ 584,830	\$ 589,572
Fund 20 Parks Fund											
Parks Operating	\$ 347,726	\$ 396,782	\$ 356,500	\$ 390,141	\$ -	\$ 389,500	\$ 396,055	\$ 404,275	\$ 410,806	\$ 417,452	\$ 428,054
Parks Capital/Special Projects	\$ 204,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Parks Fund Revenue	\$ 552,476	\$ 396,782	\$ 356,500	\$ 390,141	\$ -	\$ 389,500	\$ 396,055	\$ 404,275	\$ 410,806	\$ 417,452	\$ 428,054
Fund 22 State Revenue Sharing Fund											
State Rev. Sharing Operating	\$ 213,488	\$ 215,263	\$ 195,850	\$ 226,978	\$ -	\$ 223,675	\$ 227,612	\$ 231,639	\$ 235,759	\$ 239,974	\$ 244,287
State Rev. Sharing Capital/Special Projects	\$ 169,124	\$ 1,616,556	\$ 159,013	\$ 159,013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total State Rev. Sharing Fund Revenue	\$ 382,612	\$ 1,831,820	\$ 354,863	\$ 385,991	\$ -	\$ 223,675	\$ 227,612	\$ 231,639	\$ 235,759	\$ 239,974	\$ 244,287
Fund 23 Road and Bridge Fund* Note this fund is shown for the full year of activities.											
Road & Bridge Operating	\$ 199,673	\$ 211,211	\$ 210,630	\$ 203,291	\$ -	\$ 210,630	\$ 212,730	\$ 214,221	\$ 216,363	\$ 218,527	\$ 220,712
Transfers In from General Fund 10	\$ 4,842	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Road & Bridge Revenue	\$ 204,515	\$ 211,211	\$ 210,630	\$ 203,291	\$ -	\$ 210,630	\$ 212,730	\$ 214,221	\$ 216,363	\$ 218,527	\$ 220,712
Funds 30, 31 & 33 - NID: Sewer Debt, Sewer Maintenance, Sewer Replacement											
NID Sewer Funds	\$ 37,240	\$ 6,898	\$ 6,898	\$ 5,818	\$ -	\$ 20,400	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Capital/Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total NID Sewer Funds Revenue	\$ 37,240	\$ 6,898	\$ 6,898	\$ 5,818	\$ -	\$ 20,400	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues Across all Funds: \$ 1,805,872 \$ 3,136,548 \$ 1,527,280 \$ 1,623,176 \$ - \$ 1,406,755 \$ 1,405,180 \$ 1,425,456 \$ 1,443,004 \$ 1,460,782 \$ 1,482,625											

Exhibit A - Fiscal Year 2022 Budget											
Chart 1.2 - Expenditures											
Five-Year Financial Plan											
Name	FY 19 Actual	FY 20 Actuals	FY 21 Budget	FY 21 Year-End Est.	FY 21 Actuals	FY 22 Budget	FY 23 Forecast	FY 24 Forecast	FY 25 Forecast	FY 26 Forecast	FY 27 Forecast
Fund 10 General Fund											
General Operating	\$ 481,426	\$ 599,660	\$ 606,765	\$ 531,819	\$ -	\$ 571,050	\$ 586,894	\$ 615,889	\$ 635,652	\$ 662,598	\$ 673,294
General Capital/Special Projects	\$ 3,671	\$ 4,745	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Fund Expenditures	\$ 485,097	\$ 604,405	\$ 609,765	\$ 531,819	\$ -	\$ 571,050	\$ 586,894	\$ 615,889	\$ 635,652	\$ 662,598	\$ 673,294
Fund 20 Parks Fund											
Parks Operating	\$ 127,906	\$ 219,634	\$ 300,506	\$ 245,884	\$ -	\$ 255,504	\$ 283,176	\$ 253,735	\$ 257,194	\$ 292,740	\$ 291,400
Parks Capital/Special Projects	\$ 93,411	\$ 190,285	\$ 344,000	\$ 403,078	\$ -	\$ 87,000	\$ 813,375	\$ 1,092,025	\$ 302,086	\$ 302,148	\$ 2,213
Total Parks Fund Expenditures	\$ 221,317	\$ 409,920	\$ 644,506	\$ 648,962	\$ -	\$ 342,504	\$ 1,096,551	\$ 1,345,760	\$ 559,280	\$ 594,888	\$ 293,612
Fund 22 State Revenue Sharing Fund											
State Rev. Sharing Operating	\$ 335,812	\$ 390,373	\$ 381,250	\$ 234,690	\$ -	\$ 263,031	\$ 273,846	\$ 276,931	\$ 285,239	\$ 293,797	\$ 302,610
State Rev. Sharing Capital/Special Projects	\$ 1,606,630	\$ 390,289	\$ 199,260	\$ 169,730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total State Rev. Sharing Fund Expenditures	\$ 1,942,442	\$ 780,662	\$ 580,510	\$ 404,420	\$ -	\$ 263,031	\$ 273,846	\$ 276,931	\$ 285,239	\$ 293,797	\$ 302,610
Fund 23 Road and Bridge Fund* Note this fund is shown for the full year of activities.											
Road & Bridge Operating	\$ 206,036	\$ 213,723	\$ 375,000	\$ 373,810	\$ -	\$ 553,192	\$ 508,489	\$ 570,858	\$ 589,804	\$ 590,876	\$ 628,415
Road & Bridge Capital/Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Road & Bridge Expenditures	\$ 206,036	\$ 213,723	\$ 375,000	\$ 373,810	\$ -	\$ 553,192	\$ 508,489	\$ 570,858	\$ 589,804	\$ 590,876	\$ 628,415
Funds 30, 31 & 33 - NID: Sewer Debt, Sewer Maintenance, Sewer Replacement											
NID Sewer Funds	\$ 53,068	\$ 10,200	\$ 10,200	\$ 12,680	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Capital/Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total NID Sewer Funds Expenditures	\$ 53,068	\$ 10,200	\$ 10,200	\$ 12,680	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditure Across all Funds:	\$ 2,907,961	\$ 2,018,909	\$ 2,219,980	\$ 1,971,691	\$ -	\$ 1,739,776	\$ 2,465,780	\$ 2,809,438	\$ 2,069,975	\$ 2,142,159	\$ 1,897,931

Exhibit A - Fiscal Year 2022 Budget

Five-Year Financial Plan

Chart 1.3 - Net Revenues Less Expenditures

Name	FY 19 Actual	FY 20 Actuals	FY 21 Budget	FY 21 Year-End Estimate	FY 21 Actuals	FY 22 Budget	FY 23 Forecast	FY 24 Forecast	FY 25 Forecast	FY 26 Forecast	FY 27 Forecast
Fund 10 General Fund	143,932	85,434	(11,376)	106,117	0	(8,500)	(18,111)	(40,567)	(55,576)	(77,768)	(83,722)
Fund 20 Park Fund	331,158	(13,138)	(288,006)	(258,821)	0	46,996	(700,496)	(941,485)	(148,474)	(177,436)	134,441
Fund 22 State Revenue Sharing Fund	(1,559,830)	1,051,157	(225,647)	(18,428)	0	(39,356)	(46,234)	(45,293)	(49,481)	(53,822)	(58,323)
Fund 23 Road and Bridge Fund	(1,521)	(2,512)	(164,370)	(170,519)	0	(342,562)	(295,759)	(356,637)	(373,440)	(372,349)	(407,703)
Funds 30, 31, 33 Sewer Funds	(15,828)	(3,302)	(3,302)	(6,862)	0	10,400	0	0	0	0	0
Total Net Revenues Less Expenditures	(1,102,089)	1,117,639	(692,700)	(348,514)	0	(333,021)	(1,060,601)	(1,383,982)	(626,871)	(681,376)	(415,306)

Chart 1.4 - Transfers from Fund Reserves:

NOTE: Any deficit by fund will be supplemented with unrestricted fund reserves to ensure a balanced budget.

Name	Activity Description	FY 21 Year-End Estimate	FY 21 Actuals	FY 22 Budget	FY 23 Forecast	FY 24 Forecast	FY 25 Forecast	FY 26 Forecast	FY 27 Forecast
Fund 10 General Fund (FY 22 Target "Emergency" Fund Reserve = \$620,276)		106,117	0	(8,500)	(18,111)	(40,567)	(55,576)	(77,768)	(83,722)
	Transfer in from General Fund Reserves	0	0	8,500	18,111	40,567	55,576	77,768	83,722
Fund 20 Park Fund (FY 22 Target "Emergency" Fund Reserve = \$413,517)		(258,821)	0	46,996	(700,496)	(941,485)	(148,474)	(177,436)	134,441
	Transfer in from Parks Fund Reserves	258,821	0	0	700,496	941,485	148,474	177,436	0
Fund 22 State Revenue Sharing Fund		(18,428)	0	(39,356)	(46,234)	(45,293)	(49,481)	(53,822)	(58,323)
	Transfer in from Fund 22 and/or 10 Reserves	18,428	0	39,356	46,234	45,293	49,481	53,822	58,323
Fund 23 Road and Bridge Fund		(170,519)	0	(342,562)	(295,759)	(356,637)	(373,440)	(372,349)	(407,703)
	Transfer in from Fund 22 and/or 10 Reserves	170,519	0	342,562	295,759	356,637	373,440	372,349	407,703
Funds 30, 31, 33 Sewer Funds		(6,862)	0	10,400	0	0	0	0	0
	Transfer in from Sewer Funds Reserves	6,862	0	0	0	0	0	0	0
All Funds Budgeted Net Balance:		\$ 106,116	\$ -	\$ 57,397	\$ -	\$ -	\$ -	\$ -	\$ 134,442

Chart 1.5 - Audited Fiscal Year-End Fund Balances & Forecasted Year-End Fund Balances:

NOTE: The Fund Balances include the portion of "Emergency" Fund Reserves.											
Name	FY 19 Fund Balances	FY 20 Fund Balances	FY 21 Budget	FY 21 Year-End Estimate	FY 21 Actual Bal.	FY 22 Fund Bal. Est.	FY 23 Fund Bal. Est.	FY 24 Fund Bal. Est.	FY 25 Fund Bal. Est.	FY 26 Fund Bal. Est.	FY 27 Fund Bal. Est.
Fund 10 General Fund	\$ 1,263,542	\$ 1,335,489	n/a	\$ 1,441,606	n/a	\$ 1,190,270	\$ 830,165	\$ 387,668	\$ (90,829)	\$ (594,769)	\$ (1,144,516)
Fund 20 Park Fund	\$ 1,980,972	\$ 2,017,873	n/a	\$ 1,759,052	n/a	\$ 1,806,049	\$ 1,105,553	\$ 164,068	\$ 15,594	\$ (161,843)	\$ (27,401)
Fund 22 State Revenue Sharing Fund	\$ 408,680	\$ 328,029	n/a	\$ 139,081	n/a	\$ (0)	\$ 0	\$ (0)	\$ (0)	\$ (0)	\$ 0
Funds 30, 31, 33 Sewer Funds	\$ 100,882	\$ 98,190	n/a	\$ 91,328	n/a	\$ 101,728	\$ 101,728	\$ 101,728	\$ 101,728	\$ 101,728	\$ 101,728
Totals:	\$ 3,754,076	\$ 3,779,581		\$ 3,431,067		\$ 3,098,046	\$ 2,037,446	\$ 653,464	\$ 26,493	\$ (654,883)	\$ (1,070,189)

BILL NO. 1168

ORDINANCE NO. _____

**AN ORDINANCE ADDRESSING THE INMATE/PRISON SECURITY FUND
SURCHARGE ON MUNICIPAL COURT CASES IN THE CITY OF WELDON
SPRING, MISSOURI, AND MATTERS RELATING THERETO**

WHEREAS, Weldon Spring Municipal Court is a Division under the 11th Judicial Circuit; and

WHEREAS, all municipal divisions under the 11th Judicial Circuit were mandated to implement Show-Me Courts earlier this year; and

WHEREAS, during the implementation process, the Office of State Court Administrator (“OSCA”) required the Weldon Spring Municipal Division to begin collecting a two (\$2.00) dollar surcharge for the Inmate/Prisoner Security Fund on every court case; and

WHEREAS, the governing body of Weldon Spring has never authorized the collection of this surcharge for the Inmate/Prisoner Security Fund; and

WHEREAS, the City does not incarcerate defendants in their municipal cases, and has no facility to do so, and has never collected these surcharge funds prior to the implementation of Show-Me-Court.

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

SECTION 1: That the Mayor and Board of Aldermen being assembled at a regular Board meeting have addressed the issue of a surcharge that appears to be inappropriate for the City of Weldon Spring, to wit:

- A. The Inmate/Prisoner Security Fund surcharge was never “authorized by its governing body”.
- B. The Office of State Court Administrator (“OSCA”) has stated to the Court Administrator of the City of Weldon Spring that if the City did not wish to collect this surcharge, it would have to pass an Ordinance stating same.
- C. The City does not incarcerate Defendants in municipal cases and has no facility to do so and has never collected these surcharge funds. Furthermore, the City has no local terminus to submit such funds.

SECTION 2: The Board of Alderman hereby states that the Weldon Spring Municipal Court will not collect surcharge funds for Inmate/Prisoner Security Fund based upon the reasons stated above.

SECTION 3: The collection of the Inmate/Prisoner Security Fund surcharge is similarly inappropriate to the Sheriffs' Retirement Fund surcharge, which was found to be unconstitutional by the Missouri Supreme Court and abolished as of July 2, 2021.

SECTION 4: That this Ordinance shall be in full force and effect upon its enactment and approval, and a certified copy will be forwarded to OSCA.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS ____ DAY OF _____ 2021.

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

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

MEMORANDUM

To: Mayor and Board of Aldermen

Date: 08/23/21

From: Michael Padella, City Administrator

Subject: Encroachment Easement – 5425 Independence Rd. property

Cc: Steve Lauer, City Planner; Robert Wohler, City Attorney

The property at 5425 Independence Rd. is currently on the market and has had prospective buyers. Through the realtor and title company(s) due diligence, they have had the property surveyed and found some portions of the white vinyl fence encroaching city right-of-way.

If you recall the City had obtained temporary, permanent and utility easements and right-of-way from the owner of 5425 Ind. Rd. for the Independence Road Phase IV project. It appears that some portions of the white fence were inadvertently installed in the City's right-of-way instead of on the land owner's property by inches.

We have been advised by the seller's realtor agent that this issue needs to be resolved so the property can be sold with a clear title. The quickest, easiest, and least expensive solution to resolve this issue is for the City to grant an "Encroachment Easement", see attached, to the property in order to eliminate the conflict. The City Attorney has reviewed this issue and has recommended this approach.

FILING COVER SHEET

Name of Document: **Encroachment Easement**

Date: **AUGUST __, 2021**

Grantor: **CITY OF WELDON SPRING, MISSOURI**

Grantor's Mailing Address: **5401 Independence Road
Weldon Spring, MO 63304**

Grantee: **BERNARD F. KUENZ TRUST**

Grantee's Mailing Address: **5425 Independence Road
Weldon Spring, Missouri 63304**

Legal Description: **See Exhibit "A" attached to Easement**

ENCROACHMENT EASEMENT

THIS ENCROACHMENT EASEMENT AGREEMENT (hereinafter referred to as the "Easement Agreement") is made and entered into this ____ day of August, 2021, by and between the CITY OF WELDON SPRING, MISSOURI, a municipal corporation, whose address is 5401 Independence Road, Weldon Spring, MO 63304 (hereinafter referred to as the "Grantor"), and the BERNARD F. KUENZ TRUST, a trust per trust agreement dated December 28, 2000, as amended, and its successors and assigns, whose address is 5425 Independence Road, Weldon Spring, Missouri 63304 (hereinafter referred to as the "Grantee").

WHEREAS, Grantor previously obtained a conveyance from Grantee of right of way and/or fee simple interests in certain land pursuant to a General Warranty Deed recorded in Book DE6880, Page 637, of the St. Charles County, Missouri records (hereinafter sometimes referred to as the "City Property");

WHEREAS, Grantee is the owner of certain adjacent real property, commonly known 5425 Independence Road, Weldon Spring, Missouri 63304, more fully described in **Exhibit "A"** attached hereto and incorporated by reference herein (hereinafter sometimes referred to as the "Trust Property");

WHEREAS, in connection with certain roadway improvement work on Independence Road (the "**Independence Road Improvement Work**"), Grantor arranged for the relocation of Grantee's fence along the boundary line between the City Property and the Trust Property, and it was recently discovered, pursuant to a certain boundary survey, that Grantee's fence (the "**Fence**") may encroach across the boundary line onto the City Property;

WHEREAS, Grantee desires to acquire an easement and/or license from Grantor on the City Property, along the length of the boundary line between the City Property and the Trust Property, in that area where the Fence encroaches upon the City Property (hereinafter referred to as the "Easement Area"), for the purpose of maintaining the existing fence upon the Easement Area, with Grantee to have full use and control of the Fence in the Easement Area;

WHEREAS, Grantor is willing to grant an easement and/or license to Grantee for the aforesaid purposes on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable considerations, the parties hereto do hereby covenant and agree as follows:

1. Grant of Easement. Grantor, for good and valuable consideration, does hereby grant and convey unto Grantee and its successors, assigns, licensees, agents, and contractors (the "**Grantee's Parties**"), an easement and/or license appurtenant to and for the benefit of the Trust Property (the "**Easement**") in, upon, over, across, through and under the Easement Area for the uses and purposes and subject to the terms and conditions hereinafter set forth. The parties

hereby acknowledge that, if Grantor holds fee simple title to the City Property, the Easement shall consist of an easement with respect to the Easement Area, and if Grantor holds right-of-way easement title to the City Property, the Easement shall consist of a license with respect to the Easement Area.

2. Uses and Purposes. Grantee and Grantee's Parties may use the Easement Area for the following uses and purposes:

- (i) To permit the Fence to remain in place and encroach on the City Property;
- (ii) To maintain, care for, keep in good condition, repair, reconstruct and replace, as necessary, the Fence in order to keep it in place as an encroachment on the City Property; and
- (iii) Generally to clean up, maintain and upkeep the Easement Area.

Grantee shall further have the right to use such additional unimproved space on the City Property adjacent to the Easement Area as may reasonably be required for working room during the maintenance, care, upkeep, reconstruction, and replacement of the Fence.

2. Maintenance of Easement Area and Fence. Grantee agrees to maintain, care for, keep in good condition, repair, reconstruct and replace, as necessary, the Fence, and generally to clean up, maintain and upkeep the Easement Area. The maintenance, repair, replacement and upkeep of the Easement Area and the Fence shall be at the sole expense of Grantee and Grantee's successors, and assigns.

4. Terms and Conditions. The following terms and conditions apply to the Easement granted under this Easement Agreement, to wit:

a. Appurtenant Easement. The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Trust Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Trust Property. The Easement is irrevocable, except as provided herein. The Easement is for the benefit of Grantee, the successors and assigns of Grantee, and the other Grantee's Parties.

b. Duration. The Easement and other rights and interests granted hereunder shall remain in full force and effect indefinitely, provided, however, that they shall expire upon the removal of the Fence, unless the Fence is replaced by a fence of similar construction materials at the same location within six (6) months after such removal.

c. Damages/Injuries; Insurance. Grantee shall be responsible for any injury or damage caused to any persons or property by Grantee and/or any of the Grantee's Parties in connection with their activities on or about, and their use of, the Easement Area. Grantee shall maintain reasonable and customary insurance with respect to the Trust Property, which shall

include liability coverage for any personal injury and/or property damage that may occur on, in or about the Easement Area as a result of Grantee’s activities on or about the Easement Area.

5. Miscellaneous Terms.

a. Binding Effect. The benefits, burdens and obligations created herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns and shall run with the lands referenced herein and be binding upon and inure to the benefit of the successors in title to said lands.

b. Choice of Law. This Easement Agreement shall be construed under the laws of the State of Missouri, without regard to choice-of-law rules of any jurisdiction.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the date set forth above.

Grantee:	Grantor:
BERNARD F. KUENZ TRUST	CITY OF WELDON SPRING, MISSOURI
By: _____	By: _____
David Wood, Trustee	Donald D. Licklider, Mayor

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2021, before me appeared David Wood, to me personally known who, being by me duly sworn, did say that he is the Trustee of the Bernard F. Kuenz Trust, a trust per trust agreement dated December 28, 2000, as amended, and that the seal affixed to the foregoing instrument is the seal of said trust, and that said instrument was signed and sealed in behalf of said trust pursuant to authority provided by the trust agreement dated December 28, 2000, as amended; and said David Wood acknowledged said instrument to be the free act and deed of said trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the

County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2021, before me appeared Michael Padella, to me personally known who, being by me duly sworn, did say that he is the City Administrator of the City of Weldon Spring, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation pursuant to authority provided by the City's ordinances, including the ordinances and approvals adopted with respect to the Independence Road Improvement Work; and said Michael Padella acknowledged said instrument to be his free act and deed and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

Notary Public

EXHIBIT "A"

A tract of land being part of U.S. Survey 1787, Township 46 North, Range 3 East, and being more particularly described as follows: Commencing at an old iron pipe marking the Southwest corner of U.S. Survey 948, Township 46 North, Range 3 East; thence from said point, South 26 degrees 15' 54" East, 172.44 feet to a point in the centerline of Independence Road; thence along the centerline Independence Road, South 63 degrees 36' 51" West 235.30 feet to an old iron pipe; thence continuing along said centerline, South 63 degrees 04' 34" West 925.53 feet to a point; SAID POINT BEING THE BEGINNING POINT OF THE TACT OF LAND HEREIN DESCRIBED; thence continuing along said centerline South 63 degrees 04' 34" West, 260.16 feet to a point and South 63 degrees 22' 20" West 489 .11 feet to a point; thence leaving said centerline, North 26 degrees 44' 03" West, 639.04 feet to an old iron pipe at the Northwest corner of Lot 1 of Turken Acres, as shown on Plat thereof recorded in Plat Book 20 page 192 in the St. Charles County Recorder's Office; thence North 63 degrees 15' 57" East, 749.26 feet to an iron pipe on the Western line of a Proposed 50 foot wide Road thence South 26 degrees 44' 03" East, along said West line, 639.05 feet to the point of beginning.

Part of the above tract of land is known as Lot 1 of Turken Acres,, according to the Plat thereof recorded in Plat Book 20 page 192 in the St. Charles County.

LESS AND EXCEPTING that part conveyed to the City of Weldon Springs by deed recorded in Book 6880 page 637.

Exhibit "B"
The Trust Property

A tract of Land located in St. Charles County, Missouri, more particularly described as follows:

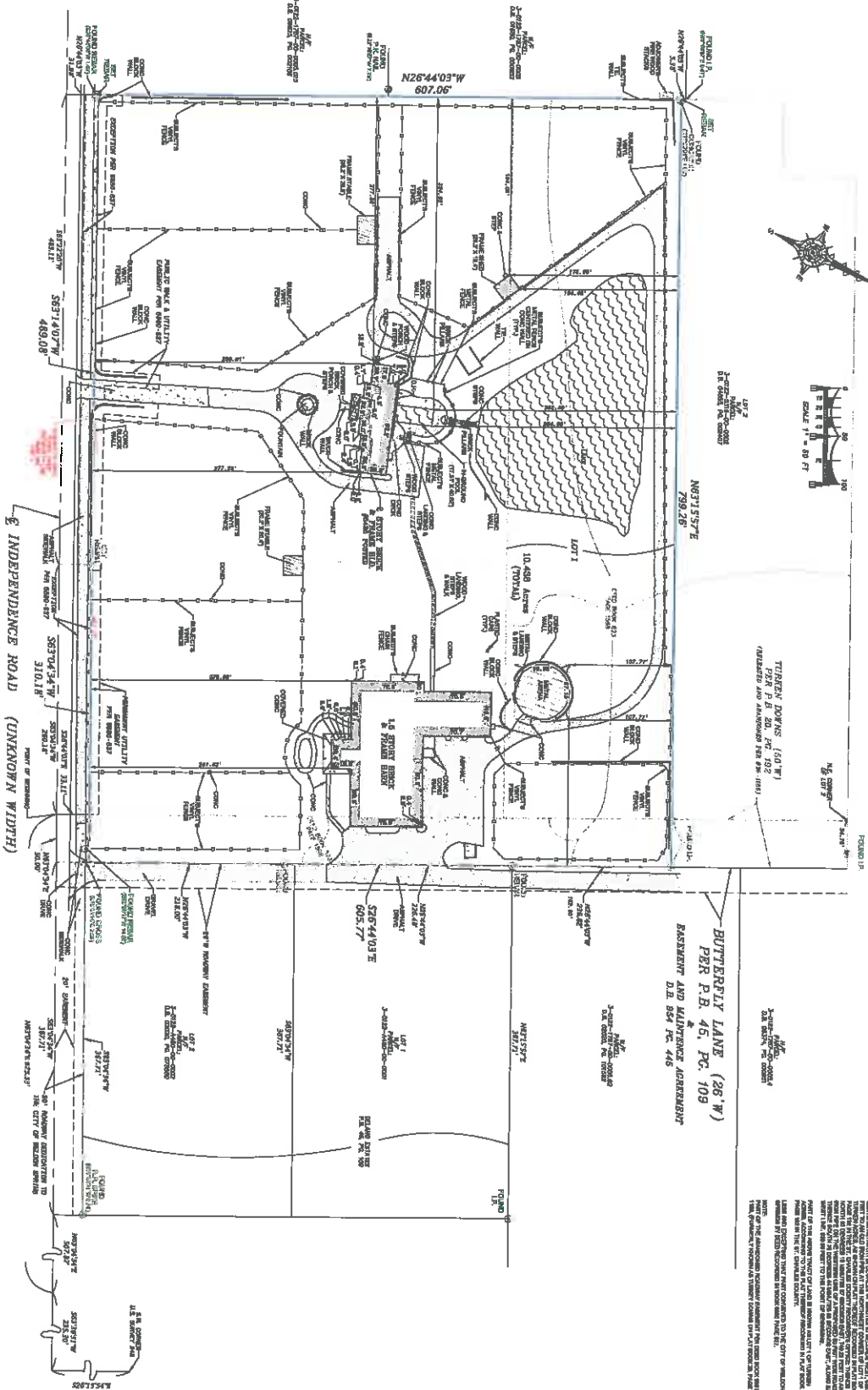
A tract of land being part of U.S. Survey 1787, Township 46 North, Range 3 East, and being more particularly described as follows: Commencing at an old iron pipe marking the Southwest corner of U.S. Survey 948, Township 46 North, Range 3 East; thence from said point, South 26 degrees 15' 54" East, 172.44 feet to a point in the centerline of Independence Road; thence along the centerline Independence Road, South 63 degrees 36' 51" West 235.30 feet to an old iron pipe; thence continuing along said centerline, South 63 degrees 04' 34" West 925.53 feet to a point; **SAID POINT BEING THE BEGINNING POINT OF THE TACT OF LAND HEREIN DESCRIBED;** thence continuing along said centerline South 63 degrees 04' 34" West, 260.16 feet to a point and South 63 degrees 22' 20" West 489 .11 feet to a point; thence leaving said centerline, North 26 degrees 44' 03" West, 639.04 feet to an old iron pipe at the Northwest corner of Lot 1 of Turken Acres, as shown on Plat thereof recorded in Plat Book 20 page 192 in the St. Charles County Recorder's Office; thence North 63 degrees 15' 57" East, 749.26 feet to an iron pipe on the Western line of a Proposed 50 foot wide Road thence South 26 degrees 44' 03" East, along said West line, 639.05 feet to the point of beginning.

Part of the above tract of land is known as Lot 1 of Turken Acres,, according to the Plat thereof recorded in Plat Book 20 page 192 in the St. Charles County.

LESS AND EXCEPTING that part conveyed to the City of Weldon Springs by deed recorded in Book 6880 page 637.

5425 INDEPENDENCE ROAD & 701 BUTTERFLY LANE
A TRACT OF LAND BEING PART OF U.S. SURVEY 1787, TOWNSHIP 46 NORTH, RANGE 3 EAST AND LOT 1 OF TURKEN ACRES
PLAT BOOK: 20 PAGE: 192
ST. CHARLES COUNTY, MO

FOR THE JOURNAL OF POLYMER SCIENCE: PART A: POLYMER LETTERS, INFORMATION AND ORGANIZATION, A. J. PETERLIN, DIRECTOR, POLYMER LETTERS, 131 EAST 57TH STREET, NEW YORK, N. Y. 10022. THE JOURNAL IS PUBLISHED BY WILEY-INTERSCIENCE, A DIVISION OF JOHN WILEY & SONS, INC., 605 THIRD AVENUE, NEW YORK, N. Y. 10016.



A review of the work of L. A. Lander, Ph.D., is available as a reprint from the American Psychological Association, 750 First Street, N.E., Washington, D.C. 20002. The reprint is available for \$1.00. For more information, contact the American Psychological Association, 750 First Street, N.E., Washington, D.C. 20002. The reprint is available for \$1.00. For more information, contact the American Psychological Association, 750 First Street, N.E., Washington, D.C. 20002.

[illegible][illegible]

SURVEYOR'S NOTES

1. BASIS OF MEASUREMENT: TURNED AROUND PLAT BOOK: 22 PAGES: 220

2. THE SUBJECT TRACT CONTAINS 96.408 ACRES MORE OR LESS
AND HAS BOUNDARY MARKS: NONE ON 1/2 SECTION

SURVEY MANAGER

POLICE DET. ROSE-ANNE MARY MOULDER
POLICE DET. SUSANNAH KILMARTIN
POLICE DET. DAVID
POLICE DET. ANTHONY
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FIELD CODES		DATE
SURVEYED	BY	DATE
REVIEWED	BY	DATE
APPROVED	BY	DATE

PROJECT NUMBER: 21-1522-U1

SHADE IDENTIFICATION

BOUNDARY SURVEY

1 OF 1