



**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON THURSDAY, JULY 28, 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/87661909522?pwd=MVMyaXg3b3pSanVodmY1bmdRcWlVUT09>

Meeting ID: 876 6190 9522

Password: WS.BOA

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

Meeting ID: 876 6190 9522

Password: 477214



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This notice was posted at 5401 Independence Road on 7/26/22 at 5:30pm by Wm C. Parks

****BOARD OF ALDERMEN REGULAR AGENDA – 07/28/22 at 7:30 PM****

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL and DETERMINATION OF A QUORUM
 - A. Ald. Baker _____ Ald. Kolb _____
 - Ald. Clutter _____ Ald. Martiszus _____
 - Ald. Conley _____ Ald. Yeager _____
4. CITIZENS COMMENTS (Citizens that would like to address the Board should fill out a comment card and remit to the City Clerk. Comments should be limited to three minutes.)
5. APPROVAL OF MINUTES
 - A. July 12, 2022 – Board Work Session Minutes
 - B. July 12, 2022 – Regular Board Meeting Minutes
6. CITY TREASURER REPORT
 - A. Paid Bills to be Approved (July 1, 2022 – July 21, 2022)
7. UNFINISHED BUSINESS
 - A. Bill #1180 – An Ordinance Authorizing the City of Weldon Spring, Missouri, to Enter into an Agreement with the City of O’Fallon, Missouri, in regard to Municipal Court Services, and Matters Relating Thereto – **Alderman Martiszus**
 - B. Bill #1181 – An Ordinance Adopting & Enacting a New Code of Ordinances of the City of Weldon Spring, County of St. Charles, State of Missouri; Establishing the Same; Providing for the Repeal of Certain Ordinances Not Included Therein, Except as Herein Expressly Provided; Providing for the Manner of Amending Such Code of Ordinances Providing Penalty for the Violation Thereof; & Providing When the Ordinance Shall Become Effective – **Alderman Clutter (2021 Statutory Update)**
8. NEW BUSINESS
9. REPORTS & COMMITTEES
 - A. Finance Committee – **Alderman Clutter (Discussion)**
 - B. ARC – **Alderman Clutter (Discussion)**
 - C. City Administrator Report – **City Administrator**
10. RECEIPTS & COMMUNICATIONS
11. ADJOURNMENT



PAGE 2 OF 2

This notice was posted at 5401 Independence Road on 7/26/22 at 9:30pm by [Signature]

CITY OF WELDON SPRING
BOARD OF ALDERMEN WORK SESSION
JULY 12, 2022

CALL TO ORDER: A Work Session of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, July 12, 2022, at approximately 6:30 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 6:32 PM by Mayor Licklider.

Alderman Baker, Alderman Clutter, Alderman Conley, Alderman Martiszus, and Alderman Yeager were present. Also, present at the meeting were Michael Padella (City Administrator), Bill Schnell (City Engineer), and Bill Hanks (City Clerk).

Alderman Kolb was absent from the meeting.

BUSINESS FOR DISCUSSION:

2023 Pavement Asset Management Plan Presentation: Bill Schnell (City Engineer) gave a detailed presentation about the 2022 Pavement Asset Management Plan, which included an updated proposed 5-year budget for street maintenance. Mr. Schnell stated the budget is much larger than last year because the City is receiving approximately \$171,161.00 from St. Charles County for the pothole program and the City will be budgeting \$200,000 for culvert pipes repairs on Wolfrum Road. After the presentation, Mr. Schnell answered questions from the Aldermen.

The Work Session was adjourned at 7:18 PM.

Respectfully submitted,

William C. Hanks, City Clerk

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
JULY 12, 2022

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, July 12, 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 Conley	Alderman Kolb
Ward 3:	Alderman Martiszus	Alderman Baker

A quorum was declared.

PUBLIC COMMENTS

There were no public comments at this time.

MINUTES

June 14, 2022, Board Meeting Minutes – Alderman Clutter moved to approve the minutes from June 14, 2022, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 6 ayes.

June 23, 2022, Work Session Minutes – Alderman Clutter moved to approve the minutes from June 23, 2022, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 6 ayes.

June 23, 2022, Board Meeting Minutes – Alderman Clutter moved to approve the minutes from June 23, 2022, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 6 ayes.

TREASURER'S REPORT

Alderman Clutter made a motion to accept the Treasurer's packet of paid bills from June 16, 2022, to June 30, 2022. The motion was seconded by Alderman Yeager. The **motion carried** with 6 ayes.

UNFINISHED BUSINESS:

Contracted Police Services – Memorandum of Understanding (MOU) Responses: Mayor Licklider recommended the Board to vote on option 2 presented by St. Charles County Police, which would increase the dedicated hours to contract from 10 hours a day to 16 hours a day. Alderman Clutter stated that he believes that the City should not increase the number of dedicated hours to the service contract at this time because the crime data does not justify the need for an increase in police services. There was a lengthy discussion about reporting data and the School Resource Officer (SRO) cost component of the contract.

Alderman Baker made motion to amend the police contract for 3 years at the 10 dedicated hours per day with St. Charles County, which begins on January 1, 2024. The motion was seconded by Alderman Clutter. **Motion carried** with 6 ayes.

NEW BUSINESS:

Bill #1180 – An Ordinance Authorizing the City of Weldon Spring, Missouri, to Enter into an Agreement with the City of O’Fallon, Missouri, in regard to Municipal Court Services, and Matters Relating Thereto: Alderman Martiszus moved to introduce Bill #1180 for its first reading by title only. Alderman Clutter seconded the motion and the **motion carried**.

Bill #1180 was tabled in accordance with City Code.

Bill #1181 – An Ordinance Adopting & Enacting a New Code of Ordinances of the City of Weldon Spring, County of St. Charles, State of Missouri; Establishing the Same; Providing for the Repeal of Certain Ordinances Not Included Therein, Except as Herein Expressly Provided; Providing for the Manner of Amending Such Code of Ordinances Providing Penalty for the Violation Thereof; & Providing When the Ordinance Shall Become Effective: Alderman Clutter moved to introduce Bill #1181 for its first reading by title only. Alderman Yeager seconded the motion and the **motion carried**.

Bill #1181 was tabled in accordance with City Code.

2022 Liquor License Renewals: Alderman Martiszus made a motion to renew the liquor license for T. Arcobasso's Italian Ristorante (1057 Wolfrum Road) and Whitmoor Country Club (1100 Whitmoor Drive), seconded by Alderman Kolb. **Motion carried** with 6 ayes.

Alderman Baker made a motion to submit the 2023 pavement plan proposal to St. Charles County as presented by Mr. Schnell (City Engineer) at the Work Session earlier in the night, seconded by Alderman Clutter. **Motion carried** with 6 ayes.

REPORTS AND COMMITTEES:

Parks and Recreation Advisory Committee (PRAC): Alderman Martiszus gave a brief update on the Open House for the pocket park on Siedentop Road, which was held at City Hall on July 11, 2022. After a lengthy discussion on a disagreement between Alderman Baker and Alderman Martiszus, Alderman Martiszus decided to table any more discussion on the pocket park development until the next Board meeting.

Architectural Review Commission (ARC): Alderman Clutter asked the Board if they had any topics that they would like to discuss with ARC at a future joint session Work Session in August. A brief discussion took place.

City Administrator Report: The City Administrator Report was submitted to the Board prior to the meeting. There were questions asked about the outsourcing of court services.

RECEIPTS & COMMUNICATIONS:

Alderman Clutter stated that the Finance Committee will meet in the next 10 days. He wanted to gauge interest from the other Board members about pursuing to be a Tree City USA designation for

the City of Weldon Spring. Also, he believes the City needs traffic count data on back Wolfrum Road before having any serious discussions on the future of the road.

Alderman Baker has requested a Work Session in August to discuss the ARPA funds further.

Mayor Licklider has indicated to the Board that there is a sewer extension issue in the High-Tech Corridor District along Interstate 64, which is hampering commercial development in that area. A discussion took place.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:59 PM and Alderman Clutter seconded the motion. **Motion carried** with 6 ayes.

Respectfully submitted,

William C. Hanks
City Clerk

**PAID BILLS TO BE APPROVED
JULY 1, 2022 -- JULY 21, 2022**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
28TH DAY OF JULY, 2022 _____, MAYOR

7/1/2022 - 7/21/2022		ACCOUNTS PAYABLE CLAIMS REPORT			
VENDOR	REFERENCE	GL ACCT NO	AMOUNT	CHECK #	CHECK DATE
ANIMAL CARE SERVICE INC	REMOVAL OF DECEASED DEER	22-22-5440	\$ 125.00	9501	7/11/2022
BOLDT CAPITAL	REFUND OVERPYMT LAND USE	10-10-4815	\$ 150.00	16599	7/11/2022
BRIAN THIEMANN	FINAL PAYMENT FIREWORKS DISPLY	20-20-5217	\$ 2,500.00	9499	7/8/2022
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	20-20-5244	\$ 240.00	51129411	7/8/2022
CASALETTO CONTRACTING	CITY HALL GABLE REPAIRS	20-20-5241	\$ 1,482.00	16594	7/6/2022
CDS OFFICE TECHNOLOGIES	OVERAGE ON # OF COPIES ALLOWED	10-10-5220	\$ 1,734.75	51129414	7/6/2022
CENTRAL BANK OF ST LOUIS	JUNE 22 BANK SVC FEES	10-10-5216	\$ 444.41	51129410	7/8/2022
CITY OF WELDON SPRING	REIMB SMC ACCT-DEPOSIT SLIPS	10-16-5243	\$ 63.41	16595	7/6/2022
CLAUDE C KNIGHT	MUNI COURT JUDGE	10-10-5303	\$ 300.00	16596	7/6/2022
COTTEVILLE/WELDON SPRING	JULY CHAMBER MEETING	10-10-5201	\$ 40.00	9505	7/19/2022
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-02-2110	\$ 53.96	9510	7/19/2022
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-10-5130	\$ 291.02	9510	7/19/2022
EDWINA CONLEY	MILEAGE REIMB	10-10-5202	\$ 112.32	16601	7/13/2022
EQUIPMENTSHARE.COM, INC	RENTAL OF MINI SKID STEER	20-20-5550	\$ 966.08	9512	7/19/2022
FASTSIGNS	SIGNAGE	20-20-5217	\$ 126.48	9508	7/19/2022
FRISELLA NURSERY	3 TREES / INSTALLATION	22-22-5264	\$ 1,390.27	9502	7/11/2022
HANSEN'S TREE SERVICE	TREE REMOVAL/CUT STUMP LOW	20-20-5236	\$ 1,600.00	9513	7/20/2022
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-02-2110	\$ 1.32	51129406	7/5/2022
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-10-5131	\$ 281.92	51129406	7/5/2022
KEVIN CARROLL	BRUSH HOGGING SIEDENTOP RD	20-20-5450	\$ 400.00	9494	7/6/2022
KOLB GRADING LLC	2221 WOLFRUM RD CULVERT REPL	22-22-5442	\$ 95,308.80	16604	7/21/2022
LASHLY & BAER, P.C.	MUNI PROSECUTING ATTY	10-10-5304	\$ 800.00	9498	7/6/2022
M & M GOLF CARS - O'FALLON	3- 6 PASSENGER GOLF CARS	20-20-5217	\$ 850.00	9500	7/8/2022
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET	20-20-5251	\$ 460.27	51129407	7/1/2022
MISSOURI MUNICIPAL LEAGUE	MCMA CHAPTER MEMBERSHIP DUES	10-10-5204	\$ 150.00	16600	7/11/2022
MOCCFOA EASTERN DIV	ANNUAL DUES - CITY CLERK	10-10-5201	\$ 25.00	16597	7/6/2022
MOCCFOA EASTERN DIV	LUNCHEON MEETINGS	10-10-5201	\$ 16.00	16603	7/19/2022
PALLARDY HEATING & AIR	INSTALLATION/CONTROL BOARD	20-20-5241	\$ 196.00	9503	7/11/2022
PLANNING DESIGN STUDIO LLC	PARKS & GREENWAY MP	20-20-5575	\$ 1,750.00	9509	7/19/2022
PLANNING DESIGN STUDIO LLC	PARKS & GREENWAY MP	20-20-5575	\$ 1,500.00	9511	7/19/2022
PURITAN SPRING WATER	BOTTLE WATER	20-20-5255	\$ 35.91	51129405	7/6/2022
QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	10-10-5220	\$ 149.91	9495	7/5/2022
ST CHARLES CNTY PUBLIC HEALTH	MOSQUITO SPRAYING	10-10-5280	\$ 97.03	9507	7/19/2022
ST CHARLES COUNTY GOVERNMENT	Q3 2022 ROAD PROGRAM	23-23-5445	\$ 60,193.34	16598	7/6/2022
ST CHARLES IT	IT SERVICES	10-10-5325	\$ 637.50	9496	7/6/2022

SUE STEIGER	MAR- JUNE 2022 MILEAGE	10-10-5202	\$	52.65	51129415	7/21/2022
SUE STEIGER	SCOTCH HEAVY DUTY SHIP TAPE	10-10-5243	\$	21.98	51129415	7/21/2022
SUE STEIGER	CT JACKET LABELS	10-16-5243	\$	13.38	51129415	7/21/2022
SURECUT SOLUTIONS	ROW MOWING	20-20-5460	\$	1,800.00	9504	7/11/2022
SURECUT SOLUTIONS	ROW MOWING	22-22-5265	\$	2,520.00	9504	7/11/2022
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-02-2110	\$	591.71	9506	7/19/2022
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-10-5132	\$	2,282.60	9506	7/19/2022
WEX BANK	FLEET GAS CARD	20-20-5237	\$	404.03	9497	7/6/2022
Z. MITCHELL JORDAN	VIP BBQ CATERING	20-20-5217	\$	622.13	16602	7/19/2022
Z. MITCHELL JORDAN	VOLUNTEER SNACKS	20-20-5243	\$	49.87	16602	7/19/2022
Z. MITCHELL JORDAN	TOOLS/HOSE CONNECTORS	20-20-5450	\$	159.72	16602	7/19/2022
Z. MITCHELL JORDAN	FIRST AID RESTOCK/SOUND EQUIP	20-20-5563	\$	197.81	16602	7/19/2022

Accounts Payable Total

\$ 183,188.58

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF WELDON SPRING,
MISSOURI, TO ENTER INTO AN AGREEMENT WITH THE CITY OF
O'FALLON, MISSOURI, IN REGARD TO MUNICIPAL COURT
SERVICES, AND MATTERS RELATING THERETO

WHEREAS, the City of Weldon Spring Municipal Court has established its municipal court pursuant to Section 125.010 of the Municipal Code; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes municipalities to contract and cooperate with each other for common service, such as municipal courts; and

WHEREAS, the City of Weldon Spring wishes to contract with the City of O'Fallon pursuant to the Municipal Court Services Contract, which is attached hereto.

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

SECTION 1: The Mayor of the City of Weldon Spring, Missouri, is hereby authorized and directed to execute for and on behalf of the City of Weldon Spring, a Municipal Court Services Agreement with the City of O'Fallon, which is attached hereto as **Exhibit "A"** and is incorporated by reference herein.

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval according to law by both the City of O'Fallon and the City of Weldon Spring and be implemented starting January 1, 2023.

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	_____	_____	_____
Conley	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Yeager	_____	_____	_____
Licklider	_____	_____	_____

Absent: _____

City Clerk

From: Michael Padella
Sent: Tuesday, July 19, 2022 2:33 PM
To: jchapple@ofallon.mo.us
Cc: msnowden@ofallon.mo.us; City Clerk
Subject: RE: Court Intergovernmental Agreement
Attachments: Exhibit A - Intergovernmental Agreement Court Services - WS Final.docx

Importance: High

Jeff,

In Exhibit A, under section 6.E. page 4 there is a reference to the start date of August 1, 2022. It was suggested by our City Attorney to add the phrase "the transitioning period" between "begin" and "on", so the sentence would read, "Subject to annual appropriation, this Agreement shall begin the transitioning period on August 1, 2022, and shall renew automatically for a five-year term beginning on January 1, 2023..." As I understand it most of the transition requirements are up to Weldon Spring to implement. If we need to change the date to coincide with both cities' approval that is acceptable too.

Attached is the revised Exhibit A.

Michael C. Padella, MBA

City Administrator
City of Weldon Spring
5401 Independence Rd.
Weldon Spring, MO 63304
(636) 441-2110 ext. 102

From: City Clerk <bhanks@weldonspring.org>
Sent: Tuesday, July 19, 2022 1:18 PM
To: jchapple@ofallon.mo.us
Cc: Michael Padella <mpadella@weldonspring.org>; msnowden@ofallon.mo.us
Subject: Court Intergovernmental Agreement

Jeff:

Attached, please find what was presented to the our Board on July 12th for a 1st reading.

Thanks,

Bill Hanks, MPA/MRCC
City Clerk
5401 Independence Road
Weldon Spring, MO 63304
Phone: (636)441-2110, Ext: 103
Fax: (636)441-8495

EXHIBIT A

CONTRACT FOR MUNICIPAL COURT SERVICES

THIS CONTRACT FOR MUNICIPAL COURT SERVICES ("Agreement") is made and entered into this ____ day of _____, 2022 by and between the City of O'Fallon, Missouri, a municipal corporation of the County of St. Charles, State of Missouri, (hereinafter "O'Fallon"), and the City of Weldon Spring, a municipal corporation of the County of St. Charles, State of Missouri ("Weldon Spring"), (collectively referred to herein as the "Parties"), as of the date last executed below.

WITNESSETH:

WHEREAS, §70.220 RSMo authorizes municipalities to contract with each other for common services when the subject matter is within the scope of powers of the individual municipality; and

WHEREAS, Weldon Spring desires through this Agreement to contract with O'Fallon for the operation of the Weldon Spring Municipal Division of the St. Charles County Circuit Court by the O'Fallon Municipal Division of the St. Charles County Circuit Court under the terms and, conditions herein; and

WHEREAS, this Agreement is authorized by O'Fallon Ordinance No. _____ and Weldon Spring Ordinance No. _____;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Municipal Division Court Services.

- A. O'Fallon shall provide a Certified Municipal Court Administrator and, except as expressly provided herein, all other necessary staff including court clerks, bailiff(s), courtroom and/or other suitable facilities, equipment, software, hardware, and other services or items as may be reasonably required to operate the Weldon Spring Municipal Division in accordance with applicable Missouri Statutes, Court Operating Rules, and Office of State Courts Administrator guidelines. The services provided by O'Fallon shall include, but not be limited to, interactions with the public involving Open cases and court records, record retention and destruction of files per guidelines promulgated by the Missouri Secretary of State, the collection of fines and costs and other fees through authorized methods, including but not limited to debt collection services, reporting to Weldon Spring, the Office of the State Court Administrator, and State agencies as required under Missouri law, and the accounting of the sums collected as required by law.
- B. O'Fallon shall provide its municipal judge and provisional municipal judge (the "Municipal Judges") to conduct all municipal judicial functions as required by Missouri law, Missouri Supreme Court Operating Rules, and local rules and

orders of the 11th Judicial Circuit. Weldon Spring hereby agrees to take all necessary steps to timely provide for the proper appointment of the Municipal Judges as the Municipal Judges for the Weldon Spring Municipal Court. Upon appointment pursuant to this section, the Municipal Judges shall serve as appointed officers of both O'Fallon and Weldon Spring.

- C. Weldon Spring shall continue to employ its own Prosecuting Attorney and all staff necessary to perform the functions of the Weldon Spring Prosecuting Attorney's office for the prosecution of ordinance violations of Weldon Spring.

2. **Cost of Municipal Division Services.**

- A. As consideration for the services set forth in Section 1 of this Agreement, Weldon Spring shall pay thirty-six thousand dollars and zero cents the sum of: **\$36,000.00 annually or \$9,000.00 quarterly**, payable in equal monthly payments beginning the first day of the first month following the effective date of this Agreement.
- B. All fines, the \$12.00 municipal court cost, and all surcharges collected as a result of the adjudication of Weldon Spring municipal ordinance violations processed by the O'Fallon Municipal Division shall be remitted to Weldon Spring, net of bank fees, credit card fees, record archival retrieval fees, and any other related charges (collectively; "processing fees"), which shall be borne by Weldon Spring and reimbursed to O'Fallon by deduction from municipal court costs before remitting those costs from O'Fallon, Weldon Spring shall remit back to O'Fallon the \$12.00 municipal court costs collected from the adjudication of each Weldon spring municipal ordinance violation.

All other Court Costs collected by O'Fallon as a result of the adjudication of Weldon Spring municipal ordinance violations shall be remitted by O'Fallon to the appropriate state fund(s). O'Fallon shall provide Weldon Spring a monthly accounting of all fines, court costs and surcharges collected with respect to the adjudication or disposition of Weldon Spring cases. Weldon Spring reserves the right to conduct an audit of the fines, court costs and surcharges collected with respect to the adjudication or disposition of Weldon Spring cases at its own cost.

- C. The annual/quarterly cost of these services shall automatically increase as of December 31st of each calendar year, beginning on December 31, 2022, based upon the U.S. Bureau of Labor Statistics Urban Wage Earners and Clerical Workers Consumer Price Index (CPI — St. Louis, one-year recorded percent index change over the previous year, as reported in July, for the June — June previous 12 months). In the event the referenced index is negative, the contract sum shall not be adjusted. https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_stlouis.htm
- D. The Parties hereto recognize and agree that in order for O'Fallon to provide the services as set forth in this Agreement, Weldon Spring must maintain identical court costs to the court costs established for the O'Fallon Municipal Court. As a

condition precedent to this Agreement taking effect, Weldon Spring and O'Fallon shall approve the uniform court costs ordinance, attached hereto as "Exhibit B" and incorporated herein by reference. Weldon Spring shall approve any additional increase in court costs approved by O'Fallon within sixty days of written notice, except as provided in Section 6.K. of this Agreement. During the term of this Agreement, O'Fallon shall retain all funds collected for Weldon Spring Inmate Security Fund for the fingerprinting of defendants as required by Missouri law and for the housing of prisoners of the Weldon Spring Court and this payment shall not serve as an offset to the compensation paid to the City of O'Fallon as set forth in Section 2.A above. The O'Fallon Court shall pay all funds collected in the Peace Officer Training Fund, pursuant to §125.320 of the Weldon Spring Municipal Code, to Weldon Spring or the agency providing police services to Weldon Spring and any payment made to O'Fallon for such services shall not serve as an offset to the compensation paid to O'Fallon as set forth in Section 2.A above.

3. Implementation Dates.

Beginning on January 1, 2023 (or date agreed to within the agreement), O'Fallon shall begin municipal court operations for Weldon Spring, unless extended by written agreement of the Parties. Weldon Spring shall cease operations of its municipal court and O'Fallon shall take over all municipal court operations for Weldon Spring.

4. Court Records,

- A. **Custodian of Records.** Beginning on the transition date set forth in Section 3 above, unless extended by mutual agreement of the Parties, the O'Fallon Municipal Court Administrator or the O'Fallon Judge's designee shall assume the responsibilities as the custodian of records for the Weldon Spring Municipal Court, as required by Missouri Supreme Court Operating Rule 2. Prior to the effective date of this Agreement, the Weldon Spring Municipal Court shall certify to the O'Fallon Municipal Court that all its court records are in compliance with Missouri Supreme Court Operating Rule 8, including all purging and archiving requirements as set forth by the Missouri Secretary of State.
- B. **Court Records.** Prior to the transition date of this Agreement the Weldon Spring Court shall transfer all its case files and records of any kind, whether previously adjudicated or still pending, in a format acceptable to the O'Fallon Court Administrator. Any costs for the conversion of data as required by the O'Fallon Court Administrator or operational costs for such transfer or file maintenance shall be outside the scope of this Agreement and such costs shall be the sole responsibility of Weldon Spring.

5. **Notice to Parties.**

When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or emailed as follows:

To the City of O'Fallon:

Mr. Michael Snowden
City Administrator
100 N. Main St.
O'Fallon, MO 63366
msnowden@ofallon.mo.us

To the City of Weldon Spring:

Mr. Michael Padella
City Administrator
5401 Independence Road
Weldon Spring, Missouri 63304
mpadella@weldonspring.org

6. **General Provisions.**

- A. **Authority to Act.** All O'Fallon Court employees, without detracting from their power and authority as employees of O'Fallon, shall serve as official personnel of Weldon Spring, but the authorized employees of O'Fallon shall have exclusive control and command of all such personnel and all equipment provided by O'Fallon while such personnel and equipment are being used to hear and determine all Weldon Spring municipal code violations.
- B. **Authority Under Ordinances.** While performing the Services under this Agreement, all employees of O'Fallon shall have all the authority authorized by Missouri statutes and Weldon Spring ordinances for employees performing such Services.
- C. **No Third-Party Benefit.** O'Fallon shall not be liable to Weldon Spring for delay, negligence or mistake in receiving, responding to, or performing the Services, nor shall this Agreement be interpreted as being an Agreement for the benefit of any third person.
- D. **Special Damages.** In no event shall either party be liable to the other for special, indirect, or consequential damages, except those caused by the party's own negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement.
- E. **Renewal; Annual Appropriation.** Subject to annual appropriation, this Agreement shall begin the transitioning period on August 1, 2022, and shall renew automatically for a five-year term beginning on January 1, 2023 through December 31, 2027 unless terminated by either Party as provided herein. Either party may terminate this Agreement, with or without cause and for its own convenience, upon 180 days written notice to the other party. In the event that this Agreement is terminated, Weldon Spring shall pay all pro-rated costs related to the services performed under this Agreement up to and through the effective date of the termination. This Agreement may be terminated by either Party at any time

in the event there is a finding by a court of competent jurisdiction of any ethical violations of the Municipal Judges for services provided under this Agreement.

- F. **Amendments.** O'Fallon and Weldon Spring shall have the right to amend this Agreement by mutual agreement. Any such amendment shall be properly approved by each governing body, duly and legally adopted, and shall be executed by both parties. Any such amendment shall be attached hereto and made part hereof.
- G. **Severability.** If any provision contained in this Agreement shall be held or declared to be invalid, unlawful, or unconstitutional for any cause by a court of competent jurisdiction, the remaining portions and provisions of this Agreement shall be and remain unaffected thereby and shall remain in full force and effect.
- H. **Choice of Law.** This Agreement shall be governed by Missouri law.
- I. **Non-Waiver of Immunity.** Nothing in this Agreement is intended to waive and shall not waive the doctrines of sovereign immunity or official immunity as would otherwise be available to O'Fallon or Weldon Spring with regard to any claim made by any person or entity that is not a party to this Agreement.
- J. **Indemnification.** Weldon Spring, at its sole cost and expense, hereby agrees to indemnify, protect, defend (with counsel acceptable to O'Fallon), and hold harmless O'Fallon, its elected officials, officers, and employees, from and against any and all claims, demands, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from breach of this Contract, or out of the activities performed, or failed to be performed by Weldon Spring under this Contract, except to the extent arising in whole or in part from or caused by the negligence or willful misconduct of O'Fallon, its elected officials, officers, judges, or employees.

O'Fallon, at its sole cost and expense, hereby agrees to indemnify, protect, defend (with counsel acceptable to Weldon Spring), and hold harmless Weldon Spring, its elected officials, officers, and employees, from and against any and all claims, demands, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from breach of this Contract, or out of the activities performed, or failed to be performed by O'Fallon under this Contract, except to the extent arising in whole or in part from or caused by the negligence or willful misconduct of Weldon Spring, its elected officials, officers, judges, or employees.

This indemnification shall survive the termination of this Agreement.

K. Non-delegation of Statutory Authority. Anything contained in the Agreement herein to the contrary notwithstanding, the Parties hereby represent and agree that this Agreement is not intended, nor shall it operate as a delegation of any legislative or statutory authority of Weldon Spring and its elected officials to O'Fallon or its elected or appointed officials. In the event Weldon Spring declines or fails to timely appoint a municipal judge or declines or fails to pass legislation as required for O'Fallon to provide Court Services under the terms of the Agreement, the Agreement may be terminated, in the sole and absolute discretion of O'Fallon, upon one hundred and eighty days written notice (the "Notice Period"). In the event the Agreement is terminated pursuant to this section, Weldon Spring shall be responsible to take over all Court Services within the Notice Period, which may be extended as necessary by agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on this _____ day of _____, 2022.:

CITY OF O'FALLON,
MISSOURI

CITY OF WELDON SPRING,
MISSOURI

Bill Hennessy, Mayor

Donald D. Licklider, Mayor

Attest:

Attest:

Deborah Ryan, City Clerk

William C. Hanks, City Clerk

Dear Bill:

We have updated the Code of the City of Weldon Spring with the 2021 statutory material. You will be receiving the supplement shortly. Enclosed is an Adopting Ordinance, which the City will need to enact as soon as possible for the new statutory provisions to take effect. A list of sections of the Weldon Spring Code that have been amended or added is included and should be attached to the Adopting Ordinance.

We suggest that the City have its Attorney review the above list of changes. Should any corrections be required, we will prepare a supplement to make those changes prior to readoption of the Code. Once adopted, the Code Adoption Ordinance will be included in the front of the Code to signify the official nature of the Code. If the proposed ordinance is adopted within 90 days after the receipt of this letter, the Code will be updated to include the Code Adoption Ordinance at no cost to the City.

If you have any questions or if we can be of any further assistance, please do not hesitate to ask.

Sincerely,
GENERAL CODE

Lisa Eisenhauer
Editor

XX:xxx

Enc.

City of Weldon Spring
2021 Statutory Updates Incorporated During Supplement # 5

The following Sections of the Code have been updated with the 2021 statutory material. All revised Sections will be in effect following the City's adoption of the Code.

Section/Subsection of the Code	Description of the Revision Based on State Law Change	Pursuant to RSMo. Section
105.030 and 105.040	The opening and closing dates for filing a declaration of candidacy have been changed from the 16 th and 11 th Tuesdays prior to the election, respectively, to the 17 th and 14 th Tuesdays. The date for notice of filing information has also been changed from the 16 th Tuesday prior to the election to the 17 th Tuesday.	115.127
125.320	Subsection (A)(12) of this Section, which previously set out a surcharge for the Sheriffs' Retirement Fund, has been removed from the Model Code. Said surcharge was found unconstitutional by the Missouri Supreme Court.	488.024
125.325	A new Section has been added regarding charges and fees for police records.	479.162
130.040	A Subsection has been added to this Section setting out a new limitation to a municipality's ability to revise their budget.	67.030
210.840	In Subsection (B)(7) of this Section, "Board of Probation and Parole" has been revised to read "Parole Board."	571.030
210.940	A new Section has been added regarding the use of laser pointers.	574.110
210.1670	Updated to align with Statutes	
300.010	The definition of "electric bicycle" has been added to this Section. Provisions regarding electric bicycles have been added to the definitions of "all-terrain vehicle," "motorcycle," "motorized bicycle," "motor tricycle," "motor vehicle," and "vehicle." Additional organizations whose vehicles may be considered an "emergency vehicle" have been added to the definition of "emergency vehicle."	300.010, 301.010, 302.010, 304.022
310.070	A new Subsection has been added setting out additional organizations whose vehicles may use fixed, flashing, or rotating lights when responding to certain emergencies.	307.175
340.200	Subsection (A) of this Section has been revised to include provisions regarding Head Start buses. The remainder of this Section has been updated to better reflect the statutory provisions.	304.050

Section/Subsection of the Code	Description of the Revision Based on State Law Change	Pursuant to RSMo. Section
370.013	A new Section has been added regarding exceptions to certain equipment and light provisions.	307.025
Chapter 375	The title of this Chapter has been changed to "Bicycles, Motorized Bicycles, and Electric Bicycles" to reflect the addition of statutory provisions regarding electric bicycles to this Chapter.	
375.010	Provisions regarding electric bicycles have been added to the definition of "motorized bicycle."	307.180
375.040	Provisions regarding electric bicycles have been added to this Section.	307.188
375.075	A new Section has been added regarding electric bicycle regulations.	307.194
380.140	Clean up statutory language from the 2020 Statutory update	
600.030; 600.350; 600.360; 600.370	The provisions regarding Sunday sales have been updated to allow sales between the hours of 6:00 A.M. on Sundays and 1:30 A.M. on Mondays.	311.200, 311.293
600.125	A new Section has been added regarding the sale of sale of retailer-packaged alcoholic beverages to customers for off-premises consumption.	311.202
600.250	Subsection (A)(2)(b) of this Section has been revised to remove the requirement to report an employee convicted of a felony to the Division of Alcohol and Tobacco Control.	311.060
600.390	The provisions regarding Sunday sales in Subsection (A)(2) have been updated to allow sales on Sunday beginning at 6:00 A.M.	311.482

BILL NO. _____

ORD. NO. _____

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF WELDON SPRING, COUNTY OF ST. CHARLES, STATE OF MISSOURI; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, COUNTY OF ST. CHARLES, STATE OF MISSOURI, AS FOLLOWS:

Section 1. Approval, Adoption and Enactment of Code.

Pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the Municipal Code of the City of Weldon Spring, County of St. Charles, State of Missouri," is hereby adopted and enacted as the "Code of Ordinances of the City of Weldon Spring"; which shall supersede all other general and permanent ordinances of the City passed on or before May 27, 2021, to the extent provided in Section 3 hereof.

Section 2. When Code Provisions Effective.

All provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

Section 3. Repeal of Legislation Not Contained in Code; Legislation Saved From Repeal; Matters Not Affected By Repeal.

A. All ordinances of a general and permanent nature of the City adopted on final passage on or before May 27, 2021, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

1. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City 's indebtedness, or authorizing any contract or obligation assumed by the City.
2. Ordinances levying taxes or making special assessments.
3. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses.

4. Ordinances granting franchises or rights to any person, firm or corporation.
 5. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places.
 6. Ordinances authorizing or relating to particular public improvements.
 7. Ordinances respecting the conveyances or acceptance of real property or easements in real property.
 8. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same.
 9. Ordinances annexing property to the City.
 10. All zoning and subdivision ordinances not specifically repealed and not included herein.
 11. Ordinances establishing TIF districts or redevelopment districts.
 12. Ordinances relating to traffic schedules (e.g., stop signs, parking limits, etc.).
 13. All ordinances relating to personnel regulations (e.g., pensions, retirement, job descriptions and insurance, etc.).
 14. Ordinances authorizing the establishment of industrial development corporations.
 15. Ordinances establishing tax rates for the City.
- B. The repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.
 - C. The repeal provided for in this Section shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.

Section 4. Amendments To Code.

Any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Weldon Spring" shall be understood and intended to include such additions and amendments.

Section 5. Violations and Penalties.

- A. Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense,

misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding ninety (90) days, or by both such fine and imprisonment; provided, that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense, except that imprisonments may be in the City prison or workhouse instead of the County Jail.

- B. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State limits the authority of the City to punish the violation of any particular provision of these ordinances or rules, regulations or orders promulgated pursuant thereto to a fine of less amount than that provided in this Section or imprisonment for a shorter term than that provided in this Section, the violation of such particular provision of these ordinances or rules, regulations or orders shall be punished by the imposition of not more than the maximum fine or imprisonment so authorized, or by both such fine and imprisonment.
- C. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State establishes a penalty differing from that provided by this Section for an offense similar to any offense established by these ordinances, rules, regulations or other orders of the City, the violation of such City law, ordinance, rule, regulation or order shall be punished by the fine or imprisonment established for such similar offense by such State law.
- D. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue, shall constitute a separate offense.
- E. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

Section 6. Applicability of General Penalty.

In case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

Section 7. Filing of Copy of Code; Codes To Be Kept Up-To-Date.

A copy of such Code shall be kept on file in the office of the City Clerk, preserved in loose-leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by

the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

Section 8. Altering or Tampering With Code; Violations and Penalties.

It shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Weldon Spring to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

Section 9. Severability.

It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or the Code hereby adopted.

Section 10. Effective Date.

This ordinance and the Code adopted hereby shall become effective _____, 2022.

PASSED by the Board of Aldermen of the City of Weldon Spring this ____ day of _____ 2022.

APPROVED by the Mayor of the City of Weldon Spring 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	_____	_____	_____
Conley	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Yeager	_____	_____	_____
Licklider	_____	_____	_____

Absent: _____