

*Our Vision - The City of Weldon Spring fosters a premier Community that is a safe place to live and enjoy life.*



**CITY OF WELDON SPRING  
BOARD OF ALDERMEN WORK SESSION  
ON THURSDAY, JUNE 8, 2023, AT 6:00 P.M.  
WELDON SPRING CITY HALL  
5401 INDEPENDENCE ROAD  
WELDON SPRING, MISSOURI 63304**

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

A NOTICE IS HEREBY GIVEN that the Board of Aldermen Work Session 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/8163394872?pwd=aUdVRUtdRUdBTvFXyUJUMEtHbm5DZz09>

**Meeting ID: 816 339 4872  
Password: WS.BOA**

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

**Meeting ID: 816 339 4872  
Password: 886581**

**PAGE 1 OF 2**

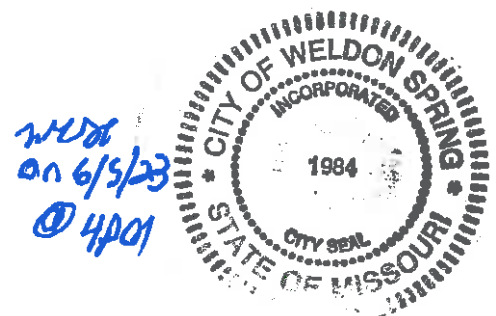
*Our Mission - The City of Weldon Spring will provide premier public services to the Community with integrity, transparency, and fiscal responsibility.*

*Our Vision - The City of Weldon Spring fosters a premier Community that is a safe place to live and enjoy life.*

**\*\*\*\*WORK SESSION AGENDA 6/8/23 at 6:00 PM\*\*\*\***

- 1. CALL TO ORDER**
- 2. ROLL CALL and DETERMINATION OF A QUORUM**
- 3. NEW DISCUSSION**
  - A. 6/8/23 – Park Agenda Items Discussion – City Administrator**
  - B. Economic Development Discussion – Alderman Yeager**
  - C. Other 6/8/23 Board Meeting Agenda Items \*Time permitting.**
- 4. OTHER DISCUSSION**
- 5. ADJOURN WORK SESSION**

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



**PAGE 2 OF 2**

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**CITY OF WELDON SPRING  
BOARD OF ALDERMEN REGULAR MEETING  
ON THURSDAY, JUNE 8, 2023, 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/8163394872?pwd=aUdVRUtDRUdBTvFXyUJUMEtHbm5DZz09>**

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**PAGE 1 OF 2**

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**\*\*\*\*BOARD OF ALDERMEN REGULAR AGENDA – 6/8/23 at 7:30 PM\*\*\*\***

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. CITIZENS COMMENTS**
- 5. APPROVAL OF MINUTES**
  - A. April 27, 2023 – Board Work Session Minutes
  - B. May 11, 2023 – Board Work Session Minutes
  - C. May 11, 2023 – Regular Board Meeting Minutes
- 6. CITY TREASURER'S PACKET:**
  - A. Paid Bills (May 5, 2023 – May 18, 2023)
  - B. Unpaid Bill (May 12, 2023 – May 25, 2023)
  - C. Paid Bills (May 19, 2023 – June 1, 2023)
  - D. Credit Card Bill (April 2023)
  - E. MOSIP Investment Summary/Update
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
  - A. Firework Stand Approval – **City Administrator**
    1. Dave Shaiper Fireworks, LLC - Wolfrum Crossing Shopping Center
    2. Hales Firework, LLC - Independence Road (adjacent to the DQ)
    3. Meramec Specialty Co. - Highway 94 & Siedentop Road
    3. Meramec Specialty Co. - Technology Drive
    5. Powder Monkey - Cornerstone Crossing
  - B. RFB – Weldon Spring Park Improvements – Construction & Installation – **City Administrator**
  - C. Cooperative Purchase of Park Improvements Pre-manufactured Structures – **City Administrator**
  - D. Supplemental Agreement #2 – Horner Shifrin: Park Improvement Projects (Construction Services) – **City Administrator**
  - E. An Ordinance Authorizing the Mayor for the City of Weldon Spring, Missouri, to execute and Easement and Agreement, Granting the Missouri-American Water Company for a Water Line Extension on the City's Property and Matters Relating Thereto (**2 Readings**) – **Alderman Martiszus**
  - F. An Ordinance Repealing and Replacing Municipal Code Title II: Public, Health, Safety, and Welfare, Chapter 205: Animal Regulations in Accordance with the City's Contract for Kennel and Animal Control Services with St. Charles County, Missouri – **Alderman Kolb**
- 9. REPORTS & COMMITTEES**
  - A. Public Safety Report – **SCCPD Representative**
  - B. Parks & Recreation Advisory Committee (PRAC) Report – **Alderman Martiszus**
  - C. City Administrator Report – **City Administrator**
  - D. Committee Appointment and Reappointments– **Mayor Licklider**
- 10. RECEIPTS & COMMUNICATIONS**
- 11. ADJOURNMENT**

PAGE 2 OF 2

*Our Mission - The City of Weldon Spring will provide premier public services to the Community with integrity, transparency, and fiscal responsibility.*

*JCAL  
On 6/8/23  
@4PM*



CITY OF WELDON SPRING  
BOARD OF ALDERMEN WORK SESSION  
APRIL 27, 2023

**CALL TO ORDER:** A Work Session of the Board of Aldermen for the City of Weldon Spring was held on Tuesday, March 14, 2023, at approximately 7:00 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 7:00 PM by Mayor Licklider.

Alderman Baker, Alderman Clutter, Alderman Conley, Alderman Kolb, and Alderman Yeager were present. Aldermen Martiszus was absent from the Work Session. Also, present at the meeting was Michael Padella (City Administrator), Bill Hanks (City Clerk), and Bill Schnell (City Engineer).

Mr. Padella (City Administrator) introduced the new Public Relations Intern (Samantha Dunlap) to the Board.

**BUSINESS FOR DISCUSSION:**

**Excavation Permitting Process Discussion:** Mr. Schnell (City Engineer) explained in detail the excavation permit process and answered several questions from the Board. Most of the discussion surrounded the insurance and bonding requirements. The consensus from the Board is to have City's staff to make discussed language changes and have a clean version of Bill #1197 for consideration at the May 11, 2023, Board of Aldermen meeting.

The Work Session was adjourned at 7:28 PM.

Respectfully submitted,

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William C. Hanks, City Clerk

CITY OF WELDON SPRING  
BOARD OF ALDERMEN WORK SESSION  
MAY 11, 2023

**CALL TO ORDER:** A Work Session of the Board of Aldermen for the City of Weldon Spring was held on Tuesday, May 11, 2023, at approximately 7:00 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 7:00 PM by Mayor Licklider.

Alderman Baker, Alderman Clutter, Alderman Conley, Alderman Kolb, and Alderman Yeager were present. Aldermen Martiszus was absent from the Work Session. Also, present at the meeting was Bob Wohler (City Attorney), Michael Padella (City Administrator), and Bill Hanks (City Clerk).

**BUSINESS FOR DISCUSSION:**

**Additional Pedestrian Crosswalk Evaluation – Recommendation Report:** Mr. Padella (City Administrator) summarized the Additional Pedestrian Crosswalk Evaluation Report, which was completed by Cochran Engineering, for two new crosswalk locations. The first location is on Independence Road at Nancy Lane and Rodelle Woods Drive and the second location is at the intersection of Pitman Hill Road and Towers Road/Northgate Lane. He added that City's staff is seeking direction from the Board, on how to proceed with the recommendations made by Cochran Engineering. There was a discussion about line-of-sight issues, safety concerns, and the Great River Greenway proposed trail plan for Pitman Road. The consensus was to keep these crosswalks simple and not consider a beacon crosswalk light on the signage.

The Work Session was adjourned at 7:28 PM.

Respectfully submitted,

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William C. Hanks, City Clerk

CITY OF WELDON SPRING  
REGULAR MEETING OF THE BOARD OF ALDERMEN  
MAY 11, 2023

**CALL TO ORDER:** The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, May 11, 2023, 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 Baker

Alderman Martiszus was absent. A quorum was declared.

**PUBLIC COMMENTS:**

There were no public comments at this time.

**MINUTES**

**April 27, 2023 – Regular Board Meeting Minutes:** Alderman Clutter moved to approve the minutes from the April 27, 2023, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 5 ayes.

**TREASURER’S REPORT**

Alderman Clutter made a motion to accept the Treasurer’s packet of paid bills from April 21, 2023, to May 4, 2023. The motion was seconded by Alderman Yeager. **Motion carried** with 5 ayes.

**UNFINISHED BUSINESS**

**Bill #1197 - An Ordinance Repealing Section 505.040 Known as Permitting Provisions in its Entirety & Enacting in its Place A New Section Known as Permitting and Excavation Provisions in the City of Weldon Spring, Missouri, Municipal Code and Providing for Penalties for Violators Matters Relating Thereto:** Alderman Baker made a motion to remove Bill #1197 from the table for discussion, seconded by Alderman Clutter. **Motion carried** with 5 ayes.

After a brief discussion, Alderman Baker made a motion to two amendments to Bill #1197, which were as followed:

- To omit the word “period” under subsection 505.040(A)(3).
- To add a number 6 (under subsection 505.040(A)) on page 3 of Bill #1197 with the words:

*“For public safety purposes of the Ordinance the term “street” shall be construed in accordance with the definition of street as defined in Section 402.020 of the municipal code.”*

The motion was seconded by Alderman Clutter. The **motion** to amend Bill #1197 **carried** on a roll call vote, as followed:

AYES: 5 – Baker, Clutter, Conley, Kolb, and Yeager  
NOES: 0  
ABSENT: 1 – Martiszus

Alderman Baker made a motion to approve Bill #1197 for its second and final reading by title only, seconded by Alderman Clutter, and on a roll call vote, the Bill #1197 was placed as Ordinance 23-06 as followed:

AYES: 5 – Baker, Clutter, Conley, Kolb, and Yeager  
NOES: 0  
ABSENT: 1 – Martiszus

#### **NEW BUSINESS:**

**Bill #1198 - An Ordinance Providing for the Vacation of a Stormwater Sewer Easement as Recorded in Book 6859 Pages 2100-2103 at the St. Charles County Recorder of Deeds on Lot B of the Resubdivision of Lot 8 and the North 50 Feet of Lot 9 of John Linn Subdivision as Recorded in Plat Book 37 Page 125:** Alderman Conley introduced Bill #1198 for its first reading by title only. The motion seconded by Alderman Baker and **motion carried**.

Alderman Conley moved to invoke the emergency clause in Bill #1198 according to section 110.070 (B) of the municipal code. The motion was seconded by Alderman Clutter. **Motion carried** on a roll call vote as followed:

AYES: 5 – Baker, Clutter, Conley, Kolb, and Yeager  
NOES: 0  
ABSENT: 1 – Martiszus

**Note:** The emergency clause was invoked on the passing Bill #1198 due to a potential quorum issue for the May 25 27, 2022, Board meeting.



Alderman Conley made a motion to approve Bill #1198 for its second and final reading by title only, seconded by Alderman Clutter, and on a roll call vote, the Bill #1198 was placed as Ordinance 23-07 as followed:

AYES: 5 – Baker, Clutter, Conley, Kolb, and Yeager  
NOES: 0  
ABSENT: 1 – Martiszus

**Supplemental Agreement #1 – Horner Shifrin: Park Improvement Projects (Water Main Extension Legal Description and Easement Document Preparation:**

**Certification of Election Results:** Alderman Conley made a motion to approved the Supplemental Agreement #1, submitted by Horner Shifrin, for \$1,800. The motion was seconded by Alderman Clutter. **Motion carried** with 5 ayes.

**Bid Results: Asphalt Trail Maintenance Project:** Alderman Baker moved to accept the bid from McConnell & Associates in the amount of \$26,594.59 for the 2023 Trailing Sealing Contract, seconded by Alderman Clutter. **Motion carried** with 5 ayes.

**Event Promotion Discussion:** There was a brief discussion about ideas on how the City could promote City’s sponsored events.

**REPORTS AND COMMITTEES:**

**Public Safety Report:** The March Crime Statistic Report was submitted to the elected officials prior to the meeting.

**Finance Committee Report:** Alderman Clutter made a motion to formally accept the FY 2022 Audited Financial Statements, seconded by Alderman Kolb. **Motion carried** with 5 ayes.

**Parks & Recreation Advisory Committee (PRAC) Report:** There was no report given because Alderman Martiszus was absent.

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

Alderman Baker made a motion to authorize the City to seek cost estimates for most of the recommendations made by Cochran Engineering for the two additional crosswalk locations, which are on Independence Road at Nancy Lane and Rodelle Woods Drive and at the intersection of Pitman Hill Road and Towers Road/Northgate Lane. The motion was seconded by Alderman Clutter. **Motion carried** with 5 ayes.

**Committee Appointment and Reappointments:** Alderman Clutter made a motion to approve Mayor Licklider’s appointment of Paul James to the Parks & Recreation

Advisory Committee (PRAC), seconded by Alderman Conley. **Motion carried** with 5 ayes.

**ADJOURNMENT:**

Alderman Kolb moved to adjourn the meeting at 8:43 PM and Alderman Clutter seconded the motion. **Motion carried** with 5 ayes.

Respectfully submitted,

---

William C. Hanks

**PAID BILLS TO BE APPROVED  
MAY 5, 2023 -- MAY 18, 2023**

**CHECKS ARE DATED 5/2 -- 5/12/2023**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
25TH DAY OF MAY 2023 \_\_\_\_\_, MAYOR

5/2/2023 THRU 5/12/2023

## ACCOUNTS PAYABLE CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
ANIMAL CARE SERVICE INC	REMOVAL DECEASED DEER 4/26/23	22-22-5440	125.00	16707	5/12/2023
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	20-20-5244	240.00	10230161	5/11/2023
CENTRAL BANK OF ST LOUIS	ACCOUNT ANALYSIS STMT	10-10-5216	212.61	10230157	5/4/2023
COCHRAN	PED CROSSING EVAL/DESIGN	20-20-5314	1,400.00	9669	5/8/2023
CONCERT WHITMOOR, LLC	REFUND OF OVERPAYMENT	10-10-4815	200.00	16706	5/11/2023
DOUGLAS R SMITH	MUNI COURT PA	10-10-5304	650.00	9664	5/2/2023
DUCKETT CREEK SANITARY DISTRIC	QTR SEWER FEE	20-20-5250	75.25	10230158	5/8/2023
GLOBE LIFE	SUPPLEMENTAL INS /EMPLOYEE PAID	10-02-2119	157.36	10230159	5/8/2023
GLOBE LIFE	SUPPLEMENTAL INS /EMPLOYEE PAID	10-02-2120	12.00	10230159	5/8/2023
HORNER-SHIFRIN	WELDON SPRING PARKS	20-13-5314	47,847.50	10230164	5/12/2023
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-02-2110	1.32	10230155	5/2/2023
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-10-5131	221.50	10230155	5/2/2023
KEVIN CARROLL	BRUSH HOGGING SIEDENTOP RD	20-20-5450	300.00	9666	5/2/2023
MOLD ONE MISSOURI	MOLD TESTING INDOORS	20-20-5241	330.00	16705	5/11/2023
PURITAN SPRING WATER	BOTTLE WATER	20-20-5255	35.18	10230160	5/8/2023
SCC GOVT - FINANCE DEPT	ANIMAL CAPTURE 2023 CONTRACT	10-10-5275	7,345.76	9672	5/8/2023
SCC GOVT - FINANCE DEPT	ORTHO IMAGERY 2023 CONTRACT	10-10-5282	1,032.84	9672	5/8/2023
SCC GOVT - FINANCE DEPT	BLDG CODE ENFORCE 2023 CONT	10-16-5952	5,326.00	9672	5/8/2023
ST CHARLES CNTY BUSINES RECORD	PUBLIC NOTICES /FINANCIALS	10-10-5214	135.00	9668	5/8/2023
ST CHARLES CNTY BUSINES RECORD	PUBLIC NOTICES /PARK IMPROVEMENTS	10-10-5214	193.80	9671	5/8/2023
ST CHARLES COUNTY MUNI LEAGUE	MEMBERSHIP DUES	10-10-5204	750.00	9670	5/8/2023
ST CHARLES IT	IT SERVICES	10-10-5325	618.37	9665	5/2/2023
STERICYCLE, INC	ON SITE SHRED EVENT 4/28/23	20-20-5216	1,547.62	16708	5/12/2023
SUE STEIGER	MILEAGE REIMB	10-10-5202	21.62	16709	5/12/2023
SUE STEIGER	2-8PK LINED POST-IT NOTES	10-10-5243	34.12	16709	5/12/2023
UNITED HEALTHCARE	EMPLOYEE HEALTH INS MAY2023	10-02-2110	902.85	9667	5/2/2023
UNITED HEALTHCARE	EMPLOYER HEALTH INS MAY 2023	10-10-5132	3,839.39	9667	5/2/2023
UNITED HEALTHCARE	CANCELLED POLICY/TO BE REIMBURSED	10-10-5952	996.52	9667	5/2/2023
VERIZON WIRELESS	MONTHLY CELL	10-02-2113	49.08	10230156	5/2/2023
VERIZON WIRELESS	MONTHLY CELL	20-20-5257	184.07	10230156	5/2/2023
WEBER FIRE AND SAFETY	ANNUAL FIRE EXTINGUISHER CHK	20-20-5241	90.00	9673	5/8/2023
WEX BANK	FLEET GAS CARD	20-20-5237	244.34	9663	5/2/2023
WILLIAM C HANKS	MILEAGE REIMB	10-10-5202	196.57	16710	5/12/2023
Accounts Payable Total			\$ 75,315.67		

**UNPAID BILLS TO BE APPROVED  
MAY 12, 2023 -- MAY 25, 2023**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
25TH DAY OF MAY 2023 \_\_\_\_\_, MAYOR

5/18/2023 THRU 5/25/2023

ACCOUNTS PAYABLE CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
BATES CPA LLC	FY2022 AUDIT/ASSISTANCE WITH SPECIAL	10.10.5321	\$ 11,930.00	16711	5/25/2023
	TRANSACTIONS RE: MOSIP & ARPA & CASH RPT	10.10.5321	\$ 2,662.50	16711	5/25/2023

\$ 14,592.50

**PAID BILLS TO BE APPROVED  
MAY 19, 2023 -- 5/31/2023**

**CHECKS ARE DATED 5/16-- 5/25/2023**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
8TH DAY OF JUNE 2023 \_\_\_\_\_, MAYOR

5/16/2023 THRU 5/25/2023

## ACCOUNTS PAYABLE CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-02-2110	\$ 64.18	9677	5/24/2023
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-10-5130	\$ 280.80	9677	5/24/2023
LINDENWOOD UNIVERSITY	LEADER & DEIB TRAINING	10-10-5203	\$ 450.00	9675	5/24/2023
LINDENWOOD UNIVERSITY	LEADER & DEIB TRAINING	20-20-5203	\$ 374.00	9675	5/24/2023
MICHAEL PADELLA	MILEAGE	10-10-5202	\$ 256.11	16714	5/25/2023
MICHAEL PADELLA	COPY PAPER,BTL WATER,TRIFOLD	10-10-5243	\$ 80.26	16714	5/25/2023
MO EMPLOYERS MUTUAL	WORKERS COMP INS	10-10-5207	\$ 6,544.00	10230165	5/22/2023
MOCCFOA EASTERN DIV	LUNCHEON MEETINGS CITY CLERK	10-10-5201	\$ 20.00	16713	5/16/2023
SUE STEIGER - PETTY CASH REIMB	FY2022 SLACMA MTG LUNCH	10-10-5201	\$ 90.00	16712	5/16/2023
SURECUT LAWN CARE ACQUISITIONS	ROW MOWING APRIL 23	22-22-5265	\$ 2,160.00	9679	5/24/2023
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-02-2110	\$ 878.00	9676	5/24/2023
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-10-5132	\$ 2,704.41	9676	5/24/2023
UNITED HEALTHCARE	REFUND FOR CANCELLED POLICY	10-10-5952	\$ (966.28)	9676	5/24/2023
Accounts Payable Total			\$ 12,935.48		



**PAID CREDIT CARD BILLS TO BE APPROVED**  
**May-23**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
8TH DAY OF JUNE 2023 \_\_\_\_\_, MAYOR

## CREDIT CARD - CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
BANKCARD SVCS - CENTRAL BANK	GRC MEETING SNACKS	10-10-5201	\$ 63.44	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	MACA/COURT CONF FEE/L BROWN	10-10-5203	\$ 250.00	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	CODE ENFORCEMENT JOB POSTING	10-10-5223	\$ 150.00	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	MISC OFFICE SUPPLIES	10-10-5243	\$ 241.28	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	ADOBE/ZOOM/DOMAIN REGISTRATION	10-10-5324	\$ 325.82	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	HDMI CORD/DOCK STAT/MONITOR	10-10-5560	\$ 290.61	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	STRING LIGHT POLES	20-20-5216	\$ 180.05	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	SIGN CLAMPS/GATE REFLECTORS	20-20-5236	\$ 620.01	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	OIL FOR MOWERS	20-20-5237	\$ 23.99	10230170	5/19/2023
BANKCARD SVCS - CENTRAL BANK	TRASH CAN LINERS	20-20-5243	\$ 24.97	10230170	5/19/2023
			\$ 2,170.17		

City of Weldon Spring - Investment Portfolio Summary & Breakdown:												Updated: 05/18/23	
Item #:	Entity:	MOSIP Account #:	Term:	Initial CD Value or Current Liquid Value:	Qty:	Bank/Institution:	Net Rate:	Risk:	Gross Interest Est:	Settlement Date:	Maturity Date:	Notes:	
L	MOSIP	Acct. #8500526	0	\$ 1,768.99	1	MOSIP Liquid Account(s)		4.340%	Liquid	Excess Cash Reserves	Liquid	General Fund Reserve	
L	MOSIP	Acct. #8500543	0	\$ 1,452,889.00	1	MOSIP Liquid Account(s)		4.340%	Liquid	Excess Cash Reserves	Liquid	Parks Fund Reserve	
M	MOSIP	CD: Acct. #8500544	90	\$ 246,000.00	1	Prime Alliance Bank #57920		4.850%	\$ 3,032.88	1/10/2023	4/10/2023	General Fund Reserve - Matured	
M	MOSIP	CD: Acct. #8500544	90	\$ 246,000.00	1	American Investor Bank & Mort.		4.750%	\$ 2,972.22	1/10/2023	4/10/2023	General Fund Reserve - Matured	
1	MOSIP	CD: Acct. #8500544	181	\$ 244,000.00	1	Mission National Bank #23749		4.700%	\$ 5,868.37	1/10/2023	7/10/2023	General Fund Reserve	
2	MOSIP	CD: Acct. #8500544	181	\$ 244,000.00	1	American Plus Bank #58469		4.600%	\$ 5,747.37	1/10/2023	7/10/2023	General Fund Reserve	
3	MOSIP	CD: Acct. #8500544	365	\$ 237,000.00	1	Financial Federal Savings Bank #31840		4.900%	\$ 11,968.50	1/10/2023	1/10/2024	General Fund Reserve	
4	MOSIP	CD: Acct. #8500544	365	\$ 237,000.00	1	Global Bank #58263		4.850%	\$ 11,850.00	1/10/2023	1/10/2024	General Fund Reserve	
5	MOSIP	CD: Acct. #8500544	365	\$ 238,000.00	1	Farmers & Merchants #501		4.750%	\$ 11,662.00	1/10/2023	1/10/2024	General Fund Reserve	
6	MOSIP	CD: Acct. #8500544	365	\$ 203,556.50	1	High Plains Bank #418		4.750%	\$ 9,974.27	1/10/2023	1/10/2024	General Fund	
7	MOSIP	CD: Acct. #8500544	365	\$ 203,556.50	1	First Bank of Ohio #9450		4.700%	\$ 9,872.49	1/10/2023	1/10/2024	'Emergency' Reserve	
8	MOSIP	CD: Acct. #8500544	365	\$ 203,566.50	1	Pacific Western Bank #24045		4.650%	\$ 9,771.19	1/10/2023	1/10/2024	General Fund	
9	MOSIP	CD: Acct. #8500543	365	\$ 203,556.50	1	American Bank of Missouri #15423		4.650%	\$ 9,770.71	1/10/2023	1/10/2024	'Emergency' Reserve	
10	MOSIP	CD: Acct. #8500543	365	\$ 105,556.50	1	Great Midwest Bank #29657		4.650%	\$ 5,066.71	1/10/2023	1/10/2024	Parks Fund	
11	MOSIP	CD: Acct. #8500543	365	\$ 98,000.00	1	First Internet Bank of Indiana #34607		4.600%	\$ 4,655.00	1/10/2023	1/10/2024	'Emergency' Reserve	

City of Weldon Spring - Investment Portfolio Summary & Breakdown:												Updated: 05/18/23	
Item #:	Entity:	MOSIP Account #:	Term:	Initial CD Value or Current Liquid Value:	Qty:	Bank/Institution:	Net Rate:	Risk:	Gross Interest Est:	Settlement Date:	Maturity Date:	Notes:	
12	MOSIP	CD: Acct. #8500544	183	\$ 243,000.00	1	Bank of China, NY #33653	5.330%	FDIC	\$ 6,676.44	4/10/2023	10/10/2023	General Fund Reserve	
13	MOSIP	CD: Acct. #8500544	270	\$ 240,000.00	1	First Mid-Illinois Bank & Trust N.A. #3705	5.260%	FDIC	\$ 9,604.60	4/10/2023	1/5/2024	General Fund Reserve	
CD Portfolio Balance:				\$ 2,700,792.50	CD Gross Interest Estimate:				\$ 102,211.71	Total Portfolio Balance:			\$ 4,155,450.49

**Key:**

"L" = Liquid Account

"M" = Matured CD/Investment

Fireworks Stand Applicant List: 2023					
Applicant/Operator:	Location:	Mailing Address:	Zoning Designation:	Type:	Contact:
David Shaiper Fireworks LLC	1005 Wolfrum Rd. - Crossing Shopping Center next to Walgreens	1041 Matson Hill Rd., Defiance, MO 63341	General Commercial District	Fireworks stand	David Shaiper
Hale Fireworks LLC	Weldon Spring Prkwy/Independence Rd. - Next to Dairy Queen	PO Box 1040, Buffalo, MO 65622	Planned Commercial District	Fireworks stand	Sharlene Highfill or Carolyn
Meramec Specialty Co.	Rt. 94 & Siedentop Rd.	P.O. Box 305, Arnold, MO 63010	Planned Commercial District	Fireworks stand	Thomas Dixon
Meramec Specialty Co.	48 Wolfrum Rd. - David Bender property along I-64	P.O. Box 305, Arnold, MO 63010	HTO - High Tech Office	Fireworks stand	Thomas Dixon
Powder Monkey Fireworks	5130 Westwood Dr. - Cornerstone Crossing	PO Box 13, Lone Jack, MO 64070	General Commercial District	Fireworks stand	Chris Sanders

Recommend the Board make a motion authorizing the City Administrator to issue Temporary Firework Sales Permits to the above listed Operators in conjunction to the location listed; contingent upon their completing the appropriate paperwork, making payment(s) and adhering to the City's Fireworks Ordinance: Chapter 620.



# CITY OF WELDON SPRING

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

## MEMORANDUM

To: Mayor & Board of Aldermen Date: 06/03/23

From: Michael Padella, City Administrator

Subject: 2023 Park Improvement Projects: Summary of total project costs for Weldon Spring City Park & "Siedentop" Pocket Park locations (BOA Agenda Items #8.B, 8.C, 8.D, and 8.E)

Cc: PRAC; Bill Schnell, City Engineer; and Mitchell Jordan, CRM

The City has long identified and planned for improvements and additional park amenities in the main City Park and development of a new pocket park off Siedentop Rd. This memo summarizes the total known and estimated costs for the Park Projects in their entirety.

Horner Shifrin engineering was selected and engaged to provide the City with civil engineering and project development for bidding and specification finalization. The total engineering agreement for these initial services is **\$239,100**. See Table 3 on Exhibit 1.

On Thursday, May 18, 2023, at 2:00 PM the bids for a General Contractor to provide construction and installation services were opened at the City of Weldon Spring City Hall for the Park Projects. A total of two (2) bids were submitted prior to the deadline. The City received bids from Bombshell Construction Services and Byrne & Jones Construction, however, four firms were confirmed as registered "Plan Holders", but two did not submit proposals.

The City's engineering consultant, Horner Shifrin, and city Staff have reviewed the two submittals and checked references for the General Contractor and are prepared to recommend the low bidder, Bombshell Construction be awarded the contract selecting the Base Bid with Alternate in the amount of **\$1,437,121.50**. See Table 1 on Exhibit 1.

Horner Shifrin's partner, PDS, assisted with investigation and development of identifying and specifying pre-manufactured structures for the Park Improvement Projects. It was determined to be in the best interest of the City to utilize Cooperative Purchasing Agreements and have the City approve and order referenced structures directly from suppliers. The preferred and low bid is available from Polygon for the Amphitheater, large Pavilion, and small Shelter in the total amount of \$195,050. For the restroom facility in the main City Park, Romtec, is the preferred supplier in the amount of \$104,519.61. The grand total of all pre-manufactured structures is **\$299,569.61**. See Table 2 on Exhibit 1.

Given the overall scope, complexity, and limited internal construction management personnel the City Engineer and City Administrator highly recommend securing professional Construction Management services from Horner Shifrin and have requested a Supplemental Agreement to provide the City with these services through the construction and closeout phases of the Park Projects. The total estimated (\*) cost of these services is **\$122,000**. See Table 3 on Exhibit 1.

As part of the main City Park improvements, public water will be extended to the City Park from John Linn Place. A "Developer Lay Agreement" and permanent utility easement is necessary to be approved and granted to Missouri American Water Company from/with the City. The initial cost estimate with the water company is **\$7,071.12** but will be revised to reflect actual construction inspection costs on the part of the water company. See Table 3 on Exhibit 1.

A Contingency estimate of 10% of the general contractor construction/installation contract in the amount of **\$143,712.15**. See Table 3 on Exhibit 1.

The grand total of all the above summarized expenses for the Park Improvement Projects comes to **\$2,248,574.38**, refer to Exhibit 1 attached.

#### **Park Improvement Projects Budget & Construction Cost Estimates:**

The FY 2023 Budget identified several line items explicitly for the Park Improvement Projects with some line items being reallocated towards this project since they will not be completed in FY 2023. The total of these budget line items comes to **\$1,502,000**.

Horner Shifrin had provided the City with construction/structure cost estimates in January of 2023 estimating the project to cost **\$1,672,930.05**; this was exclusive of the civil engineering services which come to **\$239,100**. The total of these two figures is **\$1,912,030.05**.

#### **Available Funding & Sources of Funds:**

For the 2023 Park Improvement Projects there are three primary sources of funding. The first is the private developer Payments-in-lieu-of Park Land donations previously provided to the City of Weldon Spring. The current balance and available funding from this category are **\$362,776.83** and should only go towards the development of the Pocket Park.

Next, the City received ARPA funding from the Federal government due to the COVID-19 pandemic totaling **\$1,127,238.10**. The combination of the two funding sources just listed leaves a project expense balance of **\$758,559.45** which would be funded by the City's Parks & Facilities Fund 20.

In closing the Park Improvement Projects will span two city fiscal years: FY 2023 and FY 2024 respectively. Therefore, the FY 24 Budget can be formulated to make up for the difference in project funding that was deficient in the FY 23 Budget.



2023 Park Improvement Projects - City Park & "Siedentop" Pocket Park				
Exhibit 1	Total Project Cost Summary and Estimates:			
Table 1	RFP - Construction & Installation of Improvements - Options/ Alternates	Bombshell Construction:	Byrne & Jones Construction:	
1	Base Bid - Both City Parks; Asphalt trail/parking lot in Pocket Park	\$ 1,441,881.50	\$ 1,524,576.10	
2	Base Bid w/ alternate - Both City Parks; Substitutes concrete trail/parking lot in Pocket Park	\$ 1,437,121.50	\$ 1,528,384.10	
	<b>Recommended Subtotal:</b>	<b>\$ 1,437,121.50</b>		
Table 2	Cooperative Purchasing of structures direct from Supplier/Manufacturer	ICON Structures:	Poligon Structures:	Romtec Structures:
3	Stage Shelter (Amphitheater)	\$ 81,807.25	\$ 67,660.00	\$ -
4	Large Shelter (Pavilion)	\$ 126,149.90	\$ 114,620.00	\$ -
5	Small Shelter (Pocket Park)	\$ 12,737.57	\$ 12,770.00	\$ -
6	Structural Engineering/Design	\$ 3,000.00	\$ -	\$ -
7	Duel Restroom Facility (Main City Park)	\$ -	\$ -	\$ 104,519.61
	<b>Subtotals</b>	<b>\$ 223,694.72</b>	<b>\$ 195,050.00</b>	<b>\$ 104,519.61</b>
	<b>Recommended Subtotal:</b>	<b>\$ -</b>	<b>\$ 299,569.61</b>	
Table 3	Civil Engineering (Professional Services), Utilities, & Other	Cost Item:		
8	Site/Plan Design, Construction Plans, Bid Documents	\$ 239,100.00		
9	Construction Management Services (Construction Inspection)	\$ 122,000.00	*Estimate waiting on HS.	
10	Material/Quality Testing	\$ -		
11	Utility Agreement(s) (MO Water)	\$ 7,071.12		
12	Contingency (10% of Construction/Install)	\$ 143,712.15		
	<b>Subtotal</b>	<b>\$ 511,883.27</b>		
	<b>Recommended Subtotal:</b>	<b>\$ 511,883.27</b>		
	<b>Total of Subtotals</b>	<b>\$ 2,248,574.38</b>		
	<b>Grand Total:</b>	<b>\$ 2,248,574.38</b>		
Budget & Construction/Install Cost Estimates:			Available Funding & Sources:	
FY 2023 Park Improvement Project Budget (all relevant line items):		\$ 1,502,000.00	Payments-in-lieu-of Park Land	\$ 362,776.83
Horner Shifrin Construction/Structure Estimate:		\$ 1,672,930.05	Fed. ARPA Funds	\$ 1,127,238.10
Horner Shifrin Design & Bid Docs:		\$ 239,100.00	City Parks & Facilities Fund	\$ 758,559.45
		\$ 1,912,030.05		\$ 2,248,574.38





May 30, 2023

City of Weldon Springs  
Attn: Michael Padella  
5401 Independence Road  
Weldon Springs, MO 63304

RE: Weldon Springs Park – St Charles

Dear Michael:

Enclosed are two copies of our **Revised Developer Lay Water Main Extension Agreement** for the above referenced development. Please disregard the previous Agreement. After reading the Revised Agreement, please sign both documents and return them to me along with a check for the estimated Developer Lay Proposal Advance, if not sent in already, and the name of the Contractor installing the water main. The Contractor must be on our Qualified Contractor's List. It will be your responsibility to inform your contractor to make certain the water main is installed in accordance with this Utility Profile drawing and Missouri American standard specifications unless otherwise directed by the Water Company's inspector. MO American's standard pipeline specifications can be found online at: <https://amwater.com/moaw/about-us/doing-business-with-us/pipeline-specifications-and-drawings>.

A signed original Revised Agreement will be returned to you upon signature by the authorized representative from our Company. You are encouraged to have the following information submitted to us as soon as possible following the completion of the water main installation described in this Agreement:

1. Lien waivers and invoices for all labor and materials used or involved in the water main installation (see Article 5.2c). Also, submit cost breakdown for each size of pipe installed and for the fire hydrants installed (see Exhibit C).
2. Recorded easements that have been approved by our Company for the water main installation (see Article 5.1). Required Easements are shown highlighted on the enclosed layout.

The above listed information will be used to reconcile your job. The water main installed under this Agreement will not be accepted into our distribution system for water service taps until we receive the aforementioned information

Should you have any questions concerning the terms of this Agreement, our reconciliation process or our installation standards, please contact me at (314) 996-2306.

Sincerely,

Susan A. Moynihan  
New Business Supervisor

CC: District Office  
Developer's Engineer

Missouri American Water  
727 Craig Road  
St. Louis, MO 63141  
USA

T +1 314 996 2306  
F +1 314 569 3972  
E [sue.moynihan@amwater.com](mailto:sue.moynihan@amwater.com)  
|| [www.amwater.com](http://www.amwater.com)

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

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

\*\*\*\*\*

*AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WELDON SPRING,  
MISSOURI, TO EXECUTE AN EASEMENT AND AGREEMENT, GRANTING THE MISSOURI-  
AMERICAN WATER COMPANY FOR A WATER LINE EXTENSION ON THE CITY'S  
PROPERTY AND MATTERS RELATING THERETO*

\*\*\*\*\*

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

**SECTION 1:** Based upon the facts that the City wants to have water for its park on Independence Road and the provider of the water line must first have an easement to construct and maintain, the Board of Alderman hereby authorize the mayor to grant a water line easement to Missouri-American Water Company as set out in **Exhibit "A"**, and an agreement as set out in **Exhibit "B"**, Both **Exhibit "A"** and **Exhibit "B"** are attached herein and reference hereto is incorporated; Furthermore, said easement shall be recorded at St. Charles Recorder of Deeds Office incorporated by reference herein, by and between the City of Weldon Spring, Missouri and Missouri-American Water Company and hereby gives perpetual right to keep the easement clear and maintain the water infrastructure in said easement.

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

**SECTION 3:** This Ordinance shall be in full force and take effect from and after its final passage and approval.

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

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

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF  
WELDON SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.*

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

Attest:

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

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

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

To approve Bill #

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

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

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

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

## **EASEMENT FOR WATER PIPE**

KNOW ALL MEN BY THESE PRESENTS, on this \_\_\_\_ day of \_\_\_\_\_, 2023, that the undersigned **City of Weldon Spring, Missouri**, a municipal corporation, ("Grantor"), owner of a tract of land being part of U.S. Survey 1787, Township 46 North, Range 3 East, Weldon Spring, Missouri, having acquired title to said tract of land by deed recorded in Book 2183, Page 1098 of the St. Charles County Records, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the **Missouri-American Water Company**, a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141**, ("Grantee"), the receipt of which is hereby acknowledged, and for other good and valuable considerations do by these presents grant, sell, convey, and confirm, unto Grantee, its successors and assigns, the right and easement to lay, repair, replace, and forever maintain its water pipes, hydrants, valves, water service lines and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured ///// on the attached "**Easement Plat**," marked **Exhibit A**, which is initialed by the undersigned and made a part hereof, together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during the period of construction and maintenance, including the ability and right of ingress and egress. Grantee shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions of which, in Grantees' judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of water pipes, water service lines and appurtenant facilities. Grantor also grants an easement for water service lines, defined as 2.5' on either side of said water service line and 2.5' on the outside perimeter of the meter pit/ vault as installed.

Grantee, its successors and assigns, to have the right to use and control a line or lines of water pipe for the circulation and distribution of water for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line of water pipe, and with the attachment thereto of the service lines of its customers. If the water pipe to which the service line connection of the Grantor is abandoned the service line and connection will be relocated to another water pipe as directed by Grantee.

Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the pipe line. Grantor also agrees not to erect or cause to be erected any building or structure within the easement area and shall not add or remove any fill or ground cover in the easement area without the prior written approval of Grantor.

Grantor shall warrant and will defend the title to said easement during its existence with the Grantee for its use and benefit against all parties whomsoever.

This easement is accepted by Grantee with the understanding and on the condition that whenever it shall make any excavations in the above described property Grantee shall restore the ground as nearly as practicable to its former condition.

IT WITNESS WHEREOF, this instrument has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF WELDON SPRING, MISSOURI**

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

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Federal I.D. #

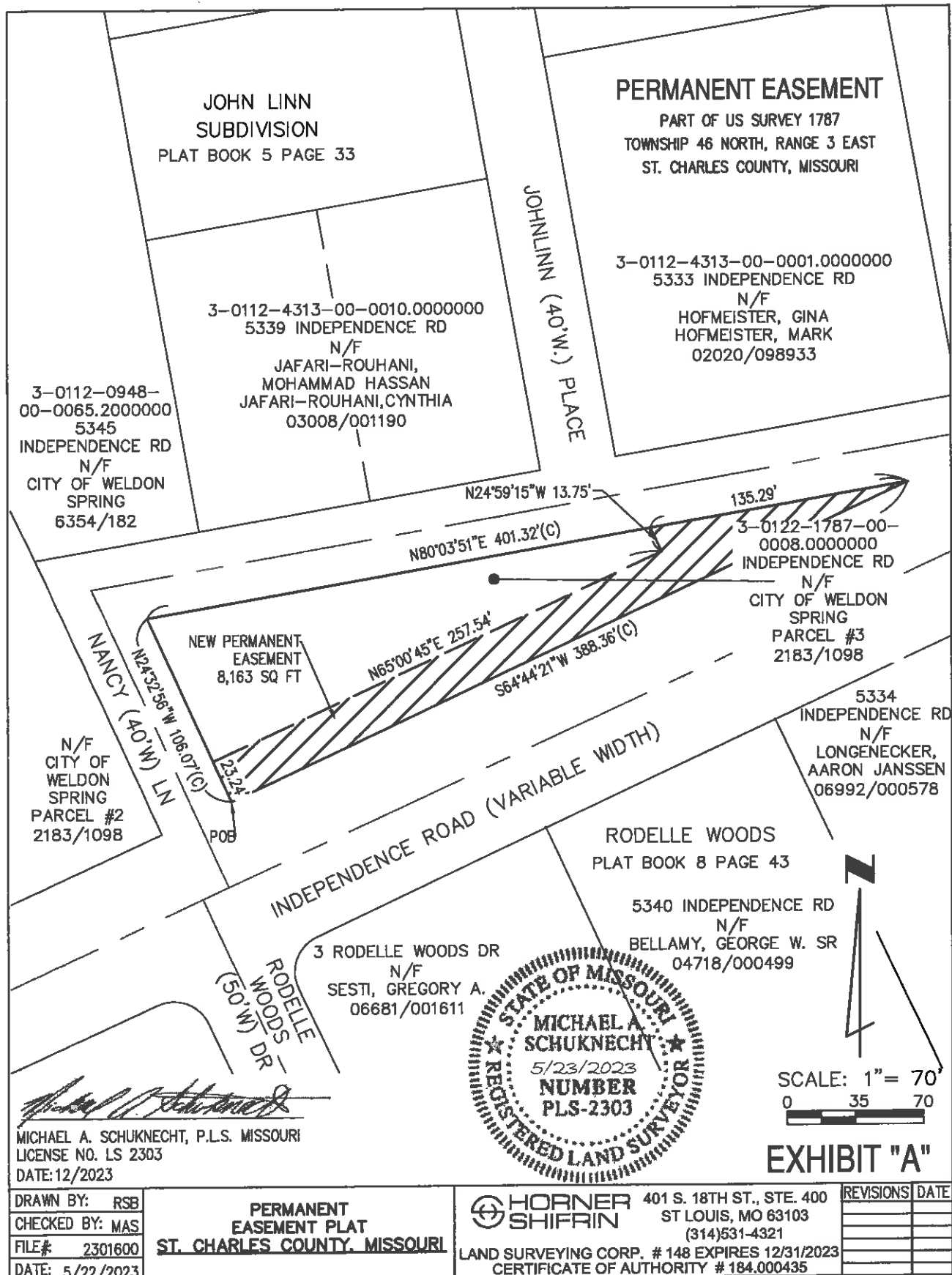
STATE OF MISSOURI                     )  
  ) SS:  
COUNTY OF ST. LOUIS                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared \_\_\_\_\_ to me known, who, being by me duly sworn did say that he/she is the Mayor of the City of Weldon Spring, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City of Weldon Spring, Missouri and that said instrument was signed and sealed in behalf of the city of Weldon Spring, Missouri by authority of Ordinance No. \_\_\_\_\_ passed \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**Permanent Easement**

**Parcel ID: 3-0122-1787-00-0008.0000000**

A variable width permanent easement shown on the attached Exhibit "A" across the land now or formerly of the City of Weldon Spring as recorded in Deed Book 2183 Page 1098 of the St. Charles County Records, being part of US Survey 1787, Township 46 North, Range 3 East and more particular described as:

BEGINNING at the Southwest corner of the land now or formerly of the City of Weldon Springs as recorded in Deed Book 2183 Page 1098 of the St. Charles County Records and the intersection of the east right of way of Nancy Lane, 40 foot wide, with the North right of way of Independence Road, Variable width; Thence with the East right of way line of Nancy Lane, North 24 degrees 32 minutes 56 seconds West, 23.24 feet; Thence leaving said East line, North 65 degrees 00 minutes 45 seconds East, 257.54 feet; Thence North 24 degrees 59 minutes 15 seconds West, 13.75 feet to the south right of way line of a road, 40 feet wide; Thence along said south line, North 80 degrees 03 minutes 51 seconds, 135.29 feet to the North right of way line of Independence Road; Thence along said North line, South 64 degrees 44 minutes 21 seconds West, 388.36 feet to the POINT OF BEGINNING, and containing 8,163 square feet.



Project Name: Weldon Spring City Park  
Project Manager: Sue Moynihan

Contract - W/O Number: D17-0901-P-0153  
Date: May 30, 2023

### **DEVELOPER LAY WATER MAIN EXTENSION AGREEMENT**

THIS DEVELOPER LAY WATER MAIN EXTENSION AGREEMENT ("Agreement") is made and offered as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (but shall be effective as of the acceptance date set forth on the signature page), between **Missouri-American Water Company**, a Missouri public utility corporation ("MAWC"), and City of Weldon Springs ("Applicant"). *(The offer contained in this Agreement expires unless accepted and returned within 30 days, Acceptance date must be entered on signature page. The expiration deadline may be waived by written endorsement of MAWC.)*

#### **RECITALS:**

**WHEREAS**, Applicant has proposed the construction of a water main extension on certain lands as more specifically described on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Development"); and

**WHEREAS**, Applicant plans to use its own contractor selected from MAWC's list of Qualified Contractors to construct the main extension; and

**WHEREAS**, Applicant has requested MAWC to furnish water services to a proposed Development to be constructed by Applicant, as more particularly described herein; and

**WHEREAS**, MAWC is willing to furnish water services subject to the terms of this Agreement and to applicable rates, rules, regulations and conditions of service in effect from time to time; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **Article 1** **Required Information**

Applicant's Name: City of Weldon Springs Attn: Michael Padella

Address: 5401 Independence Road

Weldon Springs, MO 63304

Phone: 636-441-2110

E-mail: mpadella@weldonsprings.org

MAWC operating district for which Agreement is proposed: St. Charles

Total Estimated Footage covered by this Agreement: 314 ft.

1.1 Is the Developer Lay Proposal intended to serve a recorded, residential single lot Development where Applicant prefers to choose the one hundred (100) foot free extension as described in Article 2.6? \_\_\_\_\_ Yes N/A No

## **Article 2 Consideration**

### **2.1 Applicant's Consideration.**

(a) In consideration of MAWC's commitment to provide water services to the Development, Applicant agrees to advance MAWC the cost of any services MAWC provides in support of a proposal for a main extension, including the cost of MAWC's internal engineering, inspection, administrative (including overhead), and legal cost and any costs MAWC incurs involved in making connections to MAWC's existing facilities (including overhead) for the extension of the main described herein ("Main Installation"). At the outset of the Agreement, MAWC will calculate an estimate of the costs for providing services pursuant to this Agreement ("Developer Lay Proposal Advance" or "DLP Advance"). After completion of the Main Installation, the DLP Advance will be adjusted to reflect the actual cost of providing these services ("Actual Developer Lay Proposal Costs" or "ADLP Costs").

(b) Upon execution of this Agreement, Applicant will pay MAWC the DLP Advance for MAWC to provide services specified in Article 2.1(a) in the amount of:

**Total DLP Advance due to MAWC: \$ 7,071.12.**

(c) In addition to the ADLP Costs, Applicant shall grant those easements and convey the assets as set forth in Article 5.

2.2 **MAWC's Consideration.** In consideration of the ADLP Costs and the granting of easements and conveyance of title under Article 5, MAWC shall review or provide necessary engineering related to the water main layout, inspection, labor and administrative services during construction and, upon completion, shall provide water services to the Development.

2.3 **Final Statement of Costs.** After the completion of the Main Installation and prior to MAWC's acceptance of the Main Installation, Applicant will prepare and deliver to MAWC a final accounting of all actual Applicant's costs and expenses associated with the construction and installation of the water facilities (collectively, the "Applicant's Costs"). Applicant's Costs will be identified as set forth on Exhibit C attached hereto and incorporated herein by reference. Applicant's Costs will be shown on a per size basis. Applicant's costs shall not include any easement, permit or restoration costs.

2.4 **MAWC Contribution.** Within a reasonable period of time (considering factors such as MAWC workload) after completion of the Main Installation where the Applicant did not choose the one hundred (100) foot free extension pursuant to Article 2.6, MAWC will add the Applicant's Costs to the ADLP Costs, reflecting the final total project costs ("Total Final Costs"). After acceptance of the Main Installation, MAWC will contribute 25% of the Total Final Costs MAWC will adjust its payment based on the shortfall or excess of the difference between the ADLP Costs and the DLP Advance for the services provided by MAWC as

described in Article 2.1(a). For a Main Installation where Applicant chooses the one hundred (100) foot free extension pursuant to Article 2.6 and the extension is greater than one hundred (100) feet in length pursuant to Article 2.6(b), calculation of an amount to be paid to, or by, the Applicant will be pursuant to Article 2.6(b). The costs representing the amount paid by MAWC to the Applicant will be MAWC's contribution ("MAWC Contribution"). MAWC's contribution to the cost of the Actual Developer Lay Cost will at no time exceed the total cost incurred by the Developer.

MAWC Contribution also will be adjusted for all other considerations associated with the Main Installation, including without limitation, MAWC's upsizing of any main pursuant to Article 4.2 or MAWC's addition of water main and related facilities beyond the needs of the Development pursuant to Article 4.3 and in accordance with applicable rules and regulations on file with the Missouri Public Service Commission. The calculation for MAWC initiated upsizing or additional main installation will be per Articles 4.2 and 4.3 based on the actual footage installed, and any adjustment shall be made to the Total Final Costs. Any amount due to MAWC under this Article shall be paid within thirty (30) days of MAWC's receipt of the final accounting, and shall be a condition precedent to MAWC's acceptance of the Main Installation.

2.5 Customer Frontage Charge. A "Customer Frontage Charge" is an amount charged to new customers outside of Applicant's Development who connect a new-metered service line to a designated portion of the water mains installed by Applicant. The method for arriving at this charge and the limitations on Customer Frontage Charge are more specifically explained in MAWC's rules and regulations on file with the Missouri Public Service Commission. A copy of these rules is available from MAWC's New Business Department upon request. This refund is collected by MAWC and paid to the Applicant or its assignee. The Applicant herein must designate at the time of signing this Agreement, if its Main Installation is to be subject to the Customer Frontage Charge, and if so, whether certain areas are to be excluded.

Subject to Customer Frontage Charge No (yes/no)

If Yes, specify any areas which are to be excluded from the Customer Frontage Charge (The Development which is to be served by this Main Extension is excluded from the Customer Frontage Charge):

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2.6 Recorded, Residential Single Lot Development. Applicants requesting a main extension to serve a recorded, residential single lot development can choose to receive the MAWC Contribution pursuant to Article 2.4 or an option whereby MAWC will be responsible for all of the costs, except easement acquisition, associated with extending the main up to one hundred (100) feet (Known as the "Free Extension"). If the main extension required is greater than one hundred (100) feet in length, all costs above the Free Extension shall be borne by the Applicant calculated on a per-foot basis.

(a) If Applicant chooses the option of a 100-foot Free Extension, and the extension will be 100-feet or less in length, then MAWC will perform the necessary construction to extend

its main(s). (*Note: Due to field conditions, even though the proposed main extension may be 100 foot or less in length the actual Main Installation may be greater than 100 foot in length and the following shall apply.*)

(b) If the Applicant chooses the option of a 100-foot Free Extension and the extension is greater than 100-feet in length, then prior to the Applicant scheduling the main extension, the Applicant shall advance payment equal to MAWC's DLP Advance pursuant to Article 2.1(b). After completion of the main extension by the Applicant, Applicant will prepare and deliver to MAWC a final accounting of all actual Applicant's costs and expenses associated with the construction and installation of the water facilities (collectively, the "Applicant's Costs"), exclusive of the DLP Advance. Upon verification of the costs supplied by Applicant, MAWC will add those costs to the ADLP Costs incurred and divide the sum by the number of feet in the main extension project to determine a cost per linear foot. The cost per foot will be multiplied by 100 to arrive at the cost of the 100-foot Free Extension to be borne by MAWC. MAWC will add the amount of the 100-foot Free Extension to the DLP Advance and subtract the ADLP Costs incurred by MAWC to arrive at an amount to be paid to, or by, the Applicant.

2.7 This Agreement shall become a Contract and the Date of Acceptance shall be determined when the Agreement is returned to MAWC fully executed with payment by check or cash of the DLP Advance identified in Article 2.1(b).

### **Article 3**

#### **Plans, Specifications and Pre-Construction Requirements**

3.1 Applicant has some options in fulfilling the requirements for plans and specifications, as described below:

(a) Applicant may accept MAWC's Water Main Layout, and MAWC's Special Conditions and Technical Specifications for Installation of Water Facilities, available from MAWC's New Business Department upon request. Applicant must submit site plans including grading and sewers and the local fire authority's ordinance or resolution reflecting any new fire hydrants to be installed in conjunction with this Agreement along with fire flow requirements before MAWC can review the water main layout. After receiving the above mentioned information and a notice of the intent to do an Applicant-installed project, MAWC will return to the Applicant a water main layout and estimated Applicant Fee.

Applicant accepts MAWC's Water Main Layout for Development: \_\_\_\_\_ (yes/no)

Applicant accepts MAWC's Special Conditions and Technical Specifications for Installation of Water Facilities: \_\_\_\_\_ (yes/no).

**NOTE:** *If Applicant answers "No" to any of the foregoing, Applicant must submit alternatives to MAWC and must obtain approval prior to requesting an inspector for initiation of construction. See (b) and (c) below.*

(b) If the Applicant does not choose to accept MAWC's Water Main Layout and Special Conditions and Technical Specifications for Installation of Water Facilities, Applicant

shall submit plans and specifications for approval by MAWC prior to any construction. MAWC shall approve or reject said plans and specifications.

At the Applicant's option, Applicant can prepare all plans for the required Main Installation including the water main layout, which shall be in accordance with MAWC specifications with respect to materials, design, and its engineering and operating practices, for MAWC review and approval. To ensure conformity therewith, Applicant shall employ a professional engineer registered in the State of Missouri, acceptable to MAWC, who shall make a preliminary study and drawing of the proposed Main Installation. Applicant shall submit to MAWC such study, the name of the contractor from MAWC's list of Qualified Contractors for water main installation, drawings, and its plans, together with two approved plats of the construction area which plats shall delineate the easements required for the Main Installation and show all proposed and existing utilities, sewers and easements. All plans, specifications and construction shall be in accordance with good utility practices, the utility plan for the Development as approved by MAWC, and in accordance with all rules, regulations, requirements and recommendations of regulatory agencies having or asserting proper jurisdiction over the Development. Prior to the commencement of engineering and construction by Applicant, Applicant shall procure the written approval of MAWC of all engineering firms, contractors and subcontractors it proposes to utilize to design and construct facilities under this Agreement. All of said plans and specifications shall have necessary approvals in writing of all agencies and the approval in writing of MAWC before any construction is commenced. Plans and specifications for water facilities to be constructed under this Agreement shall be submitted and approved by MAWC in advance of the execution of this Agreement and will be incorporated by reference and made part of this Agreement when so approved and as if set out in full herein. MAWC reserves the right to assess additional charges if MAWC is required to create multiple layouts or to perform multiple reviews pursuant to an Applicant's request.

(c) In advance of construction of Main Installation, Applicant shall obtain and furnish to MAWC: (i) all requisite permits, easements and approvals by all regulatory authorities having jurisdiction over Main Installation; and (ii) a franchise agreement in a form acceptable to MAWC in its sole discretion if requested by any municipality in which the Development is within its borders. Applicant shall comply with the current issue of MAWC's Special Conditions and Technical Specifications for Installation of Water Facilities, which are incorporated herein by reference and shall comply with any and all construction, material and performance standards uniformly required by MAWC at that time. Applicant shall provide all engineering including surveying, plans and specifications, materials, transportation, equipment, power, labor, supervision, testing, insurance, bonds, and all else required to construct and place into satisfactory operation the following: all water mains, services, valves, hydrants and all appurtenances thereto within the Development and off-tract water facilities required to connect to MAWC's existing facilities, in accordance with plans and specifications approved by MAWC.

(d) Construction of the Main Installation shall not begin until the site for the Main Installation has been graded to the extent specified by MAWC.

#### **Article 4** **Construction of Water Facilities**

##### **4.1     Inspection and Construction of Water Facilities.**

(a) Applicant shall construct certain water facilities to provide adequate water services to all structures to be located in the Development and meet all requirements of any governing agency in accordance with a utility plan approved by MAWC.

(b) Applicant shall permit MAWC or its representatives to inspect and approve all work during and after construction. Applicant shall complete its construction of facilities for water service to each unit within the Development so as to enable MAWC to provide services when requested to do so. Applicant or its successors in interest shall notify MAWC when water service or any component of the Main Installation has been completed prior to any backfilling thereof. MAWC or its representative shall inspect such service or component of the Main Installation and if satisfactory will authorize backfilling.

(c) Applicant shall comply with the inspection and testing requirements of MAWC, which requirements shall be reasonable and shall not cause Applicant any unwarranted material delays in the ordinary course of construction. MAWC will attempt to supply an inspector a minimum of three working days after notice of the planned commencement of work. AT TIMES WHEN THERE ARE MANY OTHER JOBS UNDERWAY AND NO INSPECTORS ARE IMMEDIATELY AVAILABLE, AN INSPECTOR WILL BE PROVIDED AS SOON AS IS REASONABLY POSSIBLE, AND WORK MAY NOT COMMENCE UNTIL THE INSPECTOR CAN BE PRESENT. Such notice will not be considered until this Agreement is fully executed. MAWC specifically reserves the right to withhold approval and to forbid connection of any of the facilities constructed pursuant to this Agreement to any part of MAWC's systems unless such facilities have been constructed in accordance with the plans and specifications approved by MAWC and are satisfactory to MAWC or its representatives upon inspection and testing by MAWC or its representatives.

(d) Applicant understands that MAWC's inspectors will be at the job site for the sole purpose of evaluating compliance with this Agreement and with MAWC's standards and specifications, and Applicant shall assume all liability for the condition and safety of the job site prior to the acceptance of the Main Installation by MAWC. MAWC'S INSPECTOR WILL NOT DIRECT THE JOB. A FOREMAN OR OTHER ON-SITE MANAGER MUST BE FULLY FAMILIAR WITH PLANS AND SPECIFICATIONS BEFORE BEGINNING THE INSTALLATION, OR THE INSPECTOR MAY TERMINATE THE INSPECTION UNTIL COMPETENT, KNOWLEDGEABLE SUPERVISION IS PROVIDED.

(e) Applicant and or Applicant's contractor/subcontractors shall at all times maintain good discipline and order at the site. Inappropriate behavior is forbidden.

(f) Furthermore, no connections shall be made to facilities to be installed pursuant to this Agreement or to any other facilities of MAWC that are deemed to be illegal connections by the Environmental Protection Agency, or any other agency having jurisdiction over such connection.

(g) Any relocation required as a result of changes in grade, easements or other causes shall be paid for by the Applicant and not subject to MAWC Contribution. All phases of the construction of the Main Installation shall be open at all times to inspection by MAWC or its representatives. MAWC reserves the right, in its sole discretion, to require Applicant to change contractors if the then current contractor breaches Applicant's obligations under this Agreement, including without limitation, any violation of any MAWC installation specifications.

4.2 Increased Main Size. MAWC expressly reserves and shall have the right to require construction and installation of water main of a larger diameter than the Applicant's service requirements, provided, however, that MAWC shall bear the cost difference, determined by MAWC, in accordance with its tariffs between the larger diameter main and the smaller diameter main ("Main Size Cost Differential"). The Main Size Cost Differential will be paid in accordance with Article 2. MAWC will credit to Applicant, for potential refund under the provisions of Article 2, the difference between MAWC's and/or Applicant's total actual costs for installing the respective sizes of pipe. Final determination for determining this credit will be at the sole discretion of MAWC. MAWC's present cost differentials and the differentials which, under this Agreement, MAWC will credit to Applicant when Applicant is required to and does install larger size water mains than those that MAWC determines are otherwise needed for this development will be the following:

THIS ARTICLE APPLICABLE     No     (indicate "yes" or "no").

SIZE TO BE INSTALLED	SIZE OTHERWISE NECESSARY	COST PER FOOT DIFFERENTIAL	FOOTAGE ESTIMATE*	TOTAL
12"	6"	\$ _____	_____	\$ _____
12"	8"	\$ _____	_____	\$ _____
8"	6"	\$ _____	_____	\$ _____
<b>TOTAL</b>				\$ _____

(\*Actual footage to be used in final calculation of MAWC's credit to Applicant).

4.3 Additional Main Installation. MAWC expressly reserves and shall have the right to require construction and installation of additional pipe footage of water main and related facilities beyond the needs of the Development, provided, however, that MAWC shall bear the cost of the additional pipe and facilities, determined by MAWC, in accordance with its tariffs ("Additional Main Costs") The Additional Main Costs will be paid in accordance with Article 2. Final determination for determining this credit will be at the sole discretion of MAWC. In situations where MAWC requires additional pipe footage and/or related facilities beyond that which the Applicant requires for the needs of its development, Applicant may herewith commit to install the pipe and related facilities and MAWC will credit to Applicant, for potential refund under the provisions of Article 2.

THIS ARTICLE APPLICABLE     No     (indicate "yes" or "no").

<u>SIZE TO BE INSTALLED</u>	<u>FOOTAGE ESTIMATE*</u>	<u>COST PER FOOT</u>	<u>TOTAL</u>
6"	_____	\$ _____	\$ _____
8"	_____	\$ _____	\$ _____
12"	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
<b>TOTAL</b>			\$ _____

(\*Actual footage to be used in final calculation of MAWC's Credit to Applicant.)

4.4 Construction of Fire Hydrants. Applicant shall install, at locations specified by appropriate fire authorities or MAWC, fire hydrants in accordance with MAWC's current standards and specifications.

## **Article 5**

### **Easements and Title**

5.1 Grant of Easements. Applicant hereby grants to MAWC perpetual easements within the Development and outside as may be reasonably necessary for ingress and egress and for the facilities to be constructed to provide water services in, to and through the Development. Applicant agrees to prepare, obtain, execute and give to MAWC deeds of easement, which are acceptable to MAWC in MAWC's sole discretion for use and occupancy by MAWC before the Main Installation is accepted. All costs associated with easements for this Development shall be borne by the Applicant. Easements need not be exclusive, but must be private property rights which specifically name MAWC as recipient, and may not be conveyances that are designated "Public," "for public use forever" or that include similar wording that would result in the creation of a public right-of-way in which MAWC could only be a licensee. The Main Installation must be installed in easement(s) unless otherwise approved by MAWC. Applicant must provide an instrument of conveyance to MAWC of all easements needed for the Main Installation that have not already been conveyed to MAWC by deed or recorded plat. The instrument of conveyance must be in a form and substance satisfactory to MAWC in its sole discretion, free of all liens and encumbrances.

### 5.2 Conveyance of Title.

(a) All Applicant's rights, title and interest to the water pipe, services, fire hydrants, valves and appurtenant facilities thereto within the Development and off-tract water facilities required to connect to MAWC's existing facilities, and constructed within the Development to MAWC's or others existing facilities, in accordance with the plans and specifications approved by MAWC installed under the terms of this Agreement are herewith tendered to MAWC, its successor and assigns. MAWC will accept the Main Installation, release the mains for service connections, and so notify Applicant in writing, if and when Applicant demonstrates to MAWC's satisfaction, that all pipes are chemically and bacteriologically clean, and otherwise conform to all MAWC standards and specifications, and after all other preconditions herein specified have been met and all monies owed MAWC have been received.

(b) All materials installed, facilities constructed and equipment provided by Applicant in connection with construction of facilities under this Agreement and accepted by MAWC shall become the sole property of MAWC as installed, and full legal and equitable title thereto shall be then vested in MAWC, free and clear of any liens, without the requirement of any written document of transfer to MAWC. Applicant agrees to execute and/or deliver promptly such documents as counsel for MAWC may request to evidence good and merchantable title to said facilities free and clear of all liens.

(c) Applicant shall submit to MAWC (i) copies of paid invoices together with its corresponding lien waiver to MAWC for all engineering and other services, materials installed,



construction performed, equipment provided and materials purchased for construction pursuant to this Agreement at the actual cost thereof, and (ii) the originals or complete and clear copies of all bills, statements, invoices, and all other evidence of expense received by Applicant from subcontractors, vendors and others for all engineering and other services, materials installed, construction performed, equipment provided and materials purchased for construction pursuant to this Agreement together with corresponding lien waivers for these or other evidence of payment by Applicant acceptable to MAWC and all relevant supporting data. If any lien waivers for the work described herein are not available to MAWC at the time of MAWC's acceptance of the Main Installation, an additional Letter of Credit of a form approved by MAWC may be issued to MAWC in an amount equal to the total dollars described on the associated invoices. (See Article 5.3 herein).

(d) Upon completion of work, Applicant shall remove all equipment belonging to it or used under its direction or by its contractor or its subcontractors, and shall dispose of all unused materials, rubbish, surplus excavated materials and debris in a manner reasonably acceptable to MAWC. Applicant shall repair all roads, sidewalks, parkways and all else affected by its work, which repairs shall be made in accordance with the requirements of MAWC and governmental agencies having proper jurisdiction.

(e) It is specifically provided by and between the parties hereto that it is the express intention and agreement of the parties that the legal effect of this Agreement shall be that no mechanics' lien or claim may be filed or maintained by anyone including, but not limited to, any of the parties hereto, any contractor, subcontractor or materialman performing labor or furnishing materials in any way relative to any of the covenants and agreements of this Agreement. In furtherance of the foregoing provision, the parties agree that no contract or subcontract for either labor or materials performed or furnished in furtherance of this Agreement has been or shall be entered into prior to the expiration of ten (10) days from the date of the execution hereof.

### 5.3 Letter of Credit in Lieu of Lien Waivers.

(a) If Applicant is unable to obtain lien waivers to assure MAWC that the Main Installation is free and clear of liens, but desires to provide MAWC with other assurances that such facilities will be lien free, Applicant may provide to MAWC a Letter of Credit in a form satisfactory to MAWC, or a cash deposit, in the amount equal to the cost of the Main Installation to be transferred to MAWC for which lien waivers cannot be obtained.

1. Upon receipt of such Letter of Credit, MAWC will waive that portion of its contract with Applicant that requires lien waivers prior to acceptance of Main Installation into its system.

2. The Letter of Credit will not expire until at least twelve months after acceptance of the Main Installation, but such Letter of Credit shall be released and returned to Applicant (or the cash deposit shall be returned) upon Applicant's request under either of the following conditions:

(i) As soon as the statutory time limit for the filing of liens has expired, if no liens have been filed against facilities transferred to MAWC by Applicant, or

(ii) If all lien waivers have been acquired and provided to MAWC.

(b) Upon receipt of notice of a lien on facilities transferred to MAWC by Applicant, MAWC shall notify Applicant and provide Applicant 30 days to obtain release of such lien. If such release is not obtained, MAWC will make demand against such Letter of Credit for the amount claimed in the lien. Thereupon MAWC will do the following:

1. Hold such amount until a lien release is obtained by Applicant, and at that time refund the monies to Applicant; or
2. Hold such amount until the statute of limitations for filing suit to enforce such lien has expired, and at that time refund the monies to Applicant; or
3. Hold such amount until a suit is filed by the holder of the lien. At such time MAWC will provide Applicant with notice of such suit and will either:

(i) If Applicant decides to defend the suit and so notifies MAWC in writing, MAWC will hold the funds until a judgment is obtained and at that time provide the funds to the prevailing party; or

(ii) If Applicant elects to not defend the suit, MAWC will permit a default judgment to be taken or will otherwise release the funds to the lien holder to free the property of the lien.

## **Article 6**

### **Indemnification by Applicant**

6.1 To the fullest extent permitted by law and excepting MAWC's own negligence, applicant shall save and hold MAWC harmless from and against all suits or claims against MAWC that may be based upon any injury or alleged injury to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by Applicant or by any subcontractor, whether such claims shall be claimed that the alleged injury was caused through any act or omission of Applicant or of any subcontractor, and Applicant shall, at its own cost and expense, pay all charges of attorneys and all cost and other expenses arising therefrom, or incurred in connection therewith, and if any judgment shall be rendered against MAWC in any such action or actions, Applicant shall, at its own cost and expense, satisfy and discharge the same. MAWC shall give Applicant prompt notice of threat or institution of any such suit or claim. MAWC retains the right to approve the attorneys hired by Applicant or to select its own attorneys, the charges for which shall be paid by Applicant.

## **Article 7**

### **Warranties and Covenants of Applicant**

7.1 Applicant shall guarantee all construction, materials and workmanship provided under this Agreement for one year after "Final Acceptance" by MAWC. "Final Acceptance" is defined as the date when Applicant has received written acceptance of the

facilities installed per this Agreement from MAWC, completed all construction required by this Agreement and corrected all punch list items requested by MAWC to the satisfaction of MAWC. Applicant warrants that all construction, materials and workmanship provided under this Agreement will be completed substantially in accordance with the plans and specifications for said facilities as approved by MAWC. All areas affected by the Main Installation shall be restored to MAWC's reasonable satisfaction prior to the acceptance of the Main Installation. If weather conditions prohibit restoration of said affected areas, MAWC may require a cash deposit equal to MAWC's reasonable approximation of restoration costs. This cash deposit is refundable when the restoration is completed by the Applicant to the reasonable satisfaction of MAWC. In the event the restoration is not performed in a timely manner as determined by MAWC, MAWC shall use the cash deposit to the extent necessary to restore the areas affected by the Main Installation construction. Any remaining deposit amounts will be refunded to Applicant, but any additional amounts required will be billed to the Applicant.

7.2 Applicant covenants and agrees that any repairs that become necessary to correct all defects and deficiencies in construction, materials and workmanship that are associated with the facilities and appurtenances installed per this Agreement during the warranty period shall be performed by MAWC at Applicant's expense. Applicant, for a period of one (1) year after Final Acceptance by MAWC, shall (i) do what is necessary to keep all hydrants at proper elevation, relative to surrounding grade; (ii) promptly pay for the repair of, or any other damages to MAWC's water facilities and appurtenances thereto attributed directly or indirectly to construction by or for Applicant, or any of its corporate affiliates or subcontractors. Inspection and approval of facilities by MAWC shall not waive any right of MAWC under this Agreement. Repairs other than to water mains, hydrants, or appurtenances during the warranty period or consequential damage shall be the responsibility of Applicant. If repairs, including any site restoration costs, are not made after due notice by MAWC, MAWC or MAWC's agents shall make said repairs at Applicant's expense. All costs incurred by MAWC as a result of repairs to the Main Installation and any consequential damages, including but not limited to site restoration costs, that occur during said one year warranty period will be invoiced to the Applicant by MAWC. The Applicant agrees to pay said invoice within thirty (30) days of receipt of the invoice.

7.3 Modifications to the water system necessitated by changes in the plan of Development by Applicant (grading, alignment, etc.) shall be paid for by Applicant.

## **Article 8**

### **Miscellaneous**

8.1 Waiver. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

8.2 Cooperation. Applicant and MAWC will cooperate fully with each other in all matters relating to obtaining all approvals of all regulatory agencies required in order for MAWC to provide water service to the Development.

8.3 Assignment. Applicant agrees that if it shall enter into a contract to sell the Development or a major portion thereof, such contract shall incorporate this Agreement and the obligations imposed hereunder on a successor developer. Neither this Agreement nor any of the rights, duties or obligations of the Applicant hereunder may be transferred or assigned (by operation of law or otherwise) by the Applicant except with the prior written approval of MAWC. MAWC shall have the right to assign all of its rights and obligations under this Agreement to any entity which succeeds to or acquires substantially all of MAWC's operations or assets covered by this Agreement. Any such assignment by MAWC shall relieve, release, and discharge MAWC from any further duty or responsibility under this Agreement.

8.4 Recording. MAWC may record this Agreement or a memorandum thereof in accordance with the laws of the State of Missouri.

8.5 Force Majeure. Neither party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligations hereunder, other than for payment of money obligations specified herein, in case such failure, default or delay in performing any of its obligations specified herein is caused by strikes or other labor problems, by forces of nature, unavoidable accident, fire, acts of the public enemy, interference by civil authorities, passage of laws, orders of the court, adoption of rules, ordinances, acts, failures to act, decisions or orders or regulations of any government or military body or agency, office or commission, delays in receipt of material, or any other cause, whether of similar nature, not within the control of the party affected and which, by the exercise of due diligence, such party is unable to prevent or overcome. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement. MAWC shall not in any event incur any liability to Applicant for consequential or other damages which may result from delays in initiating service or interruptions or other malfunctions of service. MAWC shall have no obligation to accept the main installation if any action, law suit, proceeding or cause of action is pending or threatened with respect to installation.

8.6 Notices. All notices, consents, requests, demands and other communications hereunder are to be in writing and are deemed to have been duly given, made or delivered: (i) when delivered in person, (ii) three (3) days after deposited in the United States mail, first class postage prepaid, (iii) in the case of telegraph or overnight courier services, one (1) business day after delivery to the telegraph company or overnight courier service with payment provided, or (iv) in the case of telex or telecopy or facsimile, when sent, verification received, in each case addressed as follows:

if to MAWC:

Attn: Engineering  
727 Craig Road  
St. Louis, MO 63141

with a copy to:

Attn: General Counsel  
727 Craig Road

St. Louis, MO 63141

if to Applicant:

City of Weldon Spring  
5401 Independence Rd  
Weldon Spring, MO 63304

or to such other address as any party hereto may designate by notice to the other parties in accordance with the terms of this Article.

8.7 No Agency Relationship. It is understood that in the construction and installation of the Main Installation, Applicant, its contractors and agents are independent contractors and are not acting as the agents or employees of MAWC and therefore shall not incur any costs or expenses on behalf of MAWC and that MAWC is not an agent of the Applicant and shall not incur any costs or expenses on behalf of the Applicant.

8.8 Entire Agreement. This Agreement sets forth the complete understanding between Applicant and MAWC, and any amendments hereto to be effective must be in writing. Nothing in this Agreement, express or implied, is intended, or shall be construed, to confer upon or give to any person, firm or corporation (other than the parties hereto and their permitted assigns) any rights or remedies under or by reason of this Agreement, or any term, provision, condition, undertaking, warranty, representation, indemnity, covenant or agreement contained herein.

8.9 Regulatory Jurisdiction and Approval. This Agreement is intended to be consistent with applicable rules and regulations on file with the Missouri Public Service Commission. This Agreement is subject to such approval of the Missouri Public Service Commission to the extent required by law.

8.10 Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without regard to conflict of laws rules.

8.11 Operating Pressure. The normal range of operating pressures in this proposed subdivision will be from 25 pounds per square inch (psi) to 49 psi, varying with ground elevation and MAWC operating requirements. If necessary, appropriate pressure reducing valves and pressure relief valves should be installed as part of the customer's plumbing to comply with the requirements of the applicable plumbing code and water using appliances installed in the premises.

If underground lawn sprinkler systems are to be installed as part of the customer's plumbing, appropriate pressure reducing valves and backflow preventers should be installed to comply with manufacturers' requirements, applicable plumbing codes, and State regulatory requirements.

8.12 Project Reconciliation. Upon Applicant's submittal of all necessary items specified in this Agreement, reconciliation of this job will be completed in a reasonable amount of time based on MAWC's current workload.

8.13 This Agreement shall become a contract and the Date of Acceptance shall be the date the Agreement is returned to MAWC fully executed.

**[Remainder of page intentionally left blank; signature page follows.]**

Project Name: Weldon Spring City Park  
Project Manager: Sue Moynihan

Contract - W/O Number: D17-0901-P-0153  
Date: May 30, 2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MAWC

Applicant

MISSOURI-AMERICAN WATER COMPANY City of Weldon Springs

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

By: \_\_\_\_\_  
Name: Donald D. Licklider  
Title: Mayor  
Federal I.D. Number: 43-1367942

**This Agreement is valid only if work is begun within 60 days from this date of acceptance, unless otherwise extended by mutual agreement of Applicant and MAWC.**

**EXHIBIT A**

See Layout Design Attached



**EXHIBIT B****Water Facilities****(ACTUAL COST BREAKDOWN BY CONTRACTOR)**

ITEM	QUANTITY	MATERIAL & LABOR COST
2" PVC PIPE & DI FITTINGS		
4" DI PIPE & FITTINGS		
4" PVC PIPE & DI FITTINGS		
6" DI PIPE & FITTINGS		
6" PVC PIPE & DI FITTINGS		
8" DI PIPE & FITTINGS		
8" PVC PIPE & DI FITTINGS		
12" DI PIPE & FITTINGS		
12" PVC PIPE & DI FITTINGS		
2" BALL VALVE & VALVE BOX		
4" GATE VALVE & VALVE BOX		
6" GATE VALVE & VALVE BOX		
8" GATE VALVE & VALVE BOX		
12" GATE VALVE & VALVE BOX		
FLUSH HYDRANTS (FLUSH VALVES) & VALVE BOX		
FIRE HYDRANT		
FIRE HYDRANT VALVE & VALVE BOX		
FIRE HYDRANT 6" LEAD PIPE		

**TOTALS**



# CITY OF WELDON SPRING

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

## MEMORANDUM

To: Mayor & Board of Aldermen

From: William C. Hanks (City Clerk)

Subject: Chapter 205 – Animal Regulations Update

Cc: Michael Padella, City Administrator

Date: June 2, 2023

According to the Kennel Services and Animal Control Agreement with St. Charles County, one of the obligations of the City is to adopt the updated version of the County's Codes regarding animal regulations.

Recently, the County made significant changes to their animal regulations. Some of the major changes included are clarifying the section on domesticated animal limits, expanding sections on dangerous dogs, adding the Dunbar Dog Bite Scale, and implementing an appeal process.

I have included a document in the packet that tracks all the changes in Chapter 205

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

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

\*\*\*\*\*

*AN ORDINANCE REPEALING AND REPLACING MUNICIPAL CODE TITLE II:  
PUBLIC HEALTH, SAFETY AND WELFARE, CHAPTER 205: ANIMAL  
REGULATIONS, IN ACCORDANCE WITH THE CITY'S CONTRACT FOR KENNEL  
AND ANIMAL CONTROL SERVICES WITH ST. CHARLES COUNTY, MISSOURI.*

\*\*\*\*\*

**WHEREAS**, the City has entered into an agreement with St. Charles County for Kennel and Animal Control Services pursuant to Ordinance 22-01; and

**WHEREAS**, the City is required to adopt St. Charles County's Animal Control Ordinance and fees for services; and

**WHEREAS**, the Board of Aldermen, after careful and due deliberation, has concluded the proposed text amendments are desired and necessary and, accordingly, would be in the best interest of the citizens of the City.

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

**SECTION 1:** Chapter 205 of the Municipal Code is repealed in its entirety and replaced with a new Chapter 205 as shown in Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** All other code sections shall remain in full force and effect.

**SECTION 3:** This ordinance shall be in full force and effect from and after its passage and approval.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.*

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

Attest:

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

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

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

To approve Bill #

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

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

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

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

## Chapter 205. Animal Regulations

### Article I In General

#### Section 205.010 Definitions

**ABANDON:** To forsake entirely, to neglect or refuse to provide or perform legal obligations for the care and support of an animal. Such abandonment shall constitute the relinquishment of all rights and claims by the owner to such animal.

**ADEQUATE CARE:** Normal and prudent attention to the needs of an animal, including ~~wholesome food, clean water, shelter and~~ health care as necessary to maintain good health or address illness or injury in a specific species of animal.

**ADEQUATE CONTROL:** Reasonable restraint sufficient to prevent an animal from running at large; ~~or~~ from injuring itself, ~~or from~~ any person, or any other animal, or from damaging any property.

**ADEQUATE FOOD:** Foodstuff provided free of contamination by insects, fungus, mold, mildew or other form of spoilage, provided at suitable intervals and in suitable supply for species and age of such animal, sufficient to maintain a reasonable level of nutrition, and provided in a safe dish or container and which is provided at least every twenty-four (24) hours.

~~**ADEQUATE SHELTER:** Structurally sound, properly ventilated and weatherproofed housing which is large enough to let the animal housed in it stand up, turn around, and lie down; is equipped with bedding that will not absorb water and/or freeze; and will not exacerbate existing weather conditions by, for example, absorbing heat on hot sunny days.~~

**ADEQUATE SHELTER:** The continuous provision of a structure having a roof, walls, and a floor, which is dry, weatherproof, and made of durable material. At a minimum, the structure must:

1. Be sufficient in size to allow each sheltered animal housed in it to stand up, turn around, and lie down;
2. Shelter the animal from the adverse effects of the elements, including access to shade from direct sunlight and protection from exposure to inclement weather conditions;
3. Be free of standing water and accumulated waste;
4. Have adequate ventilation;
5. Provide a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner; and
6. Have not been declared uninhabitable under Section 500.500 or by the Building Official.

**ADEQUATE WATER:** Potable water of a drinkable temperature which is free from contamination by fecal matter, urine, mold, mildew, bacteria or other forms of spoilage which would make the water unsuitable to be consumed; and provided in a safe dish, container or by another suitable manner, in sufficient volume, and at suitable intervals to maintain normal hydration for the weather conditions and the age, species, condition, size, and type of each animal, but under no circumstances shall such interval exceed twelve (12) hours.

**ADULT CAT:** Any domestic member of the felis catus family over the age of six (6) months.

**ADULT DOG:** Any domestic member of the canis familiaris family over the age of six (6) months.

**ANIMAL:** Any living vertebrate except human.

**AT LARGE:** Off the premises of the owner, or of anyone having care, custody, or control of the animal, and not under the adequate control of the owner or of anyone having care, custody or control of the animal. At large shall not include any dog or puppy lawfully off-leash in a designated off-leash animal park.

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**BOARDING KENNEL:** A place or establishment other than a pound where animals not owned by the proprietor are sheltered, fed and watered for a fee.

**BREEDING KENNEL:** A place or establishment maintaining five (5) or more female cats or dogs as breeding stock.

**COMMUNITY CAT:** A cat that is unowned, free roaming, stray, lost or an abandoned former pet living in the wild that may or may not be feral or socialized.

**COMPENDIUM:** The current Compendium of Animal Rabies Control issued by the National Association of State Public Health Veterinarians, Inc.

**COMPETENT PERSON:** Any person, regardless of age, who has custodial or supervisory authority or control over an animal ~~eustody-of-the animal-in question-or-is-capable-of-controlling-and-governing-the-animal-in-question-to-whose-oommands-the-animal-is-obedient~~

**CONTAMINATION:** Pollution, waste, fungus, mold, mildew, bacteria or other unclean material that has rendered water or food to become unusable.

**DANGEROUS DOG:** Any dog with the following characteristics:

1. Any dog which has inflicted a severe or fatal injury on a human, whether upon public or private property, provided that the Division has a signed physician's statement documenting the injury and its treatment, and qualifying the injury as a severe or fatal injury.
2. Any dog declared by the Department Director to be dangerous pursuant to Section **205.142(C)** and **(D)** of this Chapter or lawfully declared dangerous by a City or municipality within the County.

**DEALER:** Any person, group of persons or corporation engaged in selling or donating dogs, cats or other small animals to other dealers, or to kennels, pet shops or research facilities.

~~**DIRECTOR:** The Director of the Division of Humane Services or any person or agent employed or designated by the Director.~~

**DEPARTMENT:** The St. Charles County Department of Public Health.

**DEPARTMENT DIRECTOR:** The Director of the St. Charles County Department of Public Health.

**DIVISION:** The Division of Humane Services of St. Charles County, Missouri.

**DIVISION DIRECTOR:** The Director of the Division of Humane Services of St. Charles County, Missouri.

**DOMESTICATED ANIMAL:** Any animal, including but not limited to a cat, dog, kitten or puppy, that has been tamed and kept by humans primarily for labor, food or for human companionship. Domesticated animal shall not include fish or any of the following caged animals: birds, reptiles, amphibians, other small mammals weighing less than six (6) pounds, or exotic/dangerous animals.

**DUNBAR SCALE:** The Dunbar Dog Bite Scale, an assessment of the severity of biting problems based on an objective evaluation of wound pathology. as codified in Section **205.146** of this Chapter.

**DWELLING:** A building, or portion thereof, designed and used exclusively for residential occupancy.

**ESTRUS:** The period in the sexual cycle of most female mammals, during which they are in heat.

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**EXOTIC/DANGEROUS ANIMAL:** Any animal not indigenous to the United States and/or not normally kept as a pet, including but not limited to non-human primates, alligators, large carnivores, deadly or poisonous animals, wolves, coyotes or any animal bred with a wolf or coyote.

**EXPOSED TO RABIES:** Any animal, whether licensed and vaccinated for rabies or not, which has been bitten by or has been fighting with, or has consorted with, an animal known to have rabies or showing symptoms of rabies.

**FERAL CAT:** A domestic cat born in the wild or that has reverted back to a wild state and is not tame or socialized.

**FERAL CAT PROGRAM:** Any program adopted as provided for in Ordinance of St. Charles County Section 205.225 or approved by the Division Director ~~of the Division of Humane Services~~ that provides spay/neuter services and education for and related to only feral and community cats.

**GROOMING SHOP OR PARLOR:** Any establishment or place where animals are bathed and/or groomed for a fee.

**HARBOR:** To feed, shelter, or confine an animal.

**IMPOUND:** To apprehend, catch, trap, net or, if necessary, kill any animal by the Division ~~of Humane Services of the County~~ or its agent.

**IMPOUNDING FACILITIES:** Any premises designated by the County for the purpose of caring for animals impounded by the Division ~~of Humane Services of the County~~ or its agent.

~~**KENNEL:** Any person, group of persons or corporation engaged in buying, selling, breeding, or boarding dogs, cats or other small animals.~~

**KITTEN:** Any domestic member of the felis catus family age of six (6) months or under.

**MICROCHIP:** A chip encoded with a unique identification number that can be implanted in an animal for identification purposes, and is obtained from a manufacturer, a veterinary clinic, a pet services facility, or the Division.

**OWNER:** Any person who owns ~~with custody of~~ an animal ~~who purchased, was gifted or otherwise legally acquired such animal~~. If an animal has more than one owner, all such persons are jointly and severally liable for the acts or omissions of an animal owner under this Chapter, even if the animal was in possession and control of a competent person at the time of an offense.

**PEN:** A secure enclosure, ~~primarily used for dogs~~, with four (4) sides, a top, and a lockable gate/door that is large enough to allow animals free movement while inside, protection from the elements and will prevent an animal from escaping or entering.

**PET SHOP:** Any commercial establishment where dogs, cats or other small animals are bought, sold, or exchanged.

**PROPRIETOR:** An owner of a boarding or breeding kennel, pet shop, dealership or grooming parlor.

**PUPPY:** Any domestic member of the canis familiaris family age of six (6) months or under.

**REGISTRATION-VACCINATION:** The procedure of vaccinating against the rabies virus and issuing a numbered tag and an identically numbered certificate of vaccination. The words "registration" and "vaccination" shall be interchangeable.

**SECURE FENCE:** Any fence ~~or pen~~ kept in good repair, constructed of wood, metal or plastic and built to prevent an animal from going over, under or through; and prevents the animal from putting his/her head or mouth through any opening.

**SEVERE OR FATAL Injury-ATTACK:** Any physical injury resulting directly from an animal's attack ~~by a dog which causes a severe or fatal injury, or the death of a domestic animal~~ or bite which registers as Level 4 or above on the Dunbar Scale.

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**TAG:** Any object which bears the number of a certificate of vaccination and which has been issued by the authority of the Division ~~of Humane~~ ~~Services~~ of the County.

**VETERINARIAN:** Any individual who is validly and currently licensed to practice veterinary medicine in Missouri as determined by the Missouri Veterinary Medical Board in accordance with the requirements and provisions of Sections ~~340.200~~ to 340.298, RSMo.

**WILD ANIMAL:** Any indigenous species of animal which is not normally domesticated in the United States and would normally live in the wild, irrespective of its actual state of domesticity, docility or tameness.

### Section 205.020 Application

This Chapter shall apply to the unincorporated area of the County, or to any cities or municipalities having adopted this Chapter in whole or in part pursuant to a contract for kenneling and/or enforcement with the County/.

### Section 205.030 Intergovernmental Cooperation

- A. Nothing herein shall prevent the County from cooperating or joining by contract with any City, Town or Village for the regulation of animals, provided:
1. The Governing Body of the affected City, Town or Village consents to such cooperation or contract, and
  2. In contracting with any City, Town or Village to render animal control services, the County agrees to enforce the provisions of this Chapter alone.

## Article II Prohibited Conduct

### Section 205.032 Animals To Be Under Control When Off Owner's Premises

- A. All owners and ~~custodians or~~ anyone having care, custody or control of any animal shall prevent the animal from being at large. All domesticated animals, when such animal is off of their premises, in a residentially zoned district, shall be on a leash not to exceed ten (10) feet in length.
- B. The provisions of this Section shall not apply to:
1. Dogs being used in hunting, training, field trials and dog shows while on any property with express permission.
  2. Dogs of any government agency.

### Section 205.034 Confinement To Property

- A. It shall be unlawful for any owner or anyone having care, custody or control of any animal ~~dog or cat~~ to:
1. Confine an animal in an outdoor pen or enclosure without adequate space so as to provide the animal with free movement or exercise.
  2. Leave an animal ~~dog or cat~~ tethered outdoors for ten (10) consecutive hours in a twenty-four-hour period or on a tether that allows a dog or cat to enter upon a sidewalk or right of way.
  3. Tether a n animal ~~dog or cat~~ except by means of:
    - a. A properly fitting harness or collar.
    - b. A tether in proportion to the size of the animal so that its weight and construction do not burden or encumber the animal's movement but not allow breakage. The tether must be at least fifteen (15) feet in length with a swivel at both ends. If a trolley system is used the trolley cable must be at a safe height from the ground.



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4. Tether an animal ~~dog or cat~~ in such a manner that the animal cannot access adequate shelter while tethered.
5. Tether an animal ~~dog or cat~~ in conditions where the animal or tether can become entangled causing a hazard for injury or death, or where the tether can restrict the animal's access to adequate shelter, ~~or~~ adequate food, or adequate water.
6. Tether an animal ~~dog or cat~~ outdoors in a manner that ~~does not allow~~ prevents the animal to defecate or urinate in an area separate from the area where it must eat, drink or lie down.
7. Expose an animal ~~dog or cat~~ to any weather conditions that cause immediate or imminent threat to the animal's physical well-being.
8. Tether an animal in an area where it stays wet or muddy for more than twenty-four (24) hours after the cessation of a period of rain.
9. Leave an animal tethered outside in a residentially zoned area between the hours of 10:00 P.M. and 6:00 A.M., except temporarily tethering outdoors for a time period not exceeding fifteen (15) minutes for the purpose of urination/defecation.
10. Tether a dog ~~or cat~~ under the age of six (6) months.

### Section 205.036 Harboring Stray Animals

A person may not harbor any stray animal, unless it is reported to the Division ~~St. Charles County Animal Control~~ within twenty-four (24) hours of finding the animal. The Division ~~Animal Control~~ may impound the animal at its discretion.

### Section 205.040 Cruelty To Animals

- A. An owner or competent person or owner is guilty of animal neglect when having custody or ownership or both of an animal and he or she fails to give it adequate care, adequate food, adequate water, adequate shelter, or adequate control, or allows an animal to be at large
- B. An owner or competent person ~~or owner~~ is guilty of animal abuse when he/she:
  1. Intentionally or purposely kills an animal in any manner not allowed by or expressly exempted from the provisions of this Section ~~xxx~~;
  2. Purposely, intentionally or recklessly causes injury, suffering, or pain to an animal;
  3. Abandons an animal;
  4. Overworks, overloads, drives, tortures, beats, or recklessly or maliciously wounds or kills an animal, or carries or transports it in any vehicle or other conveyance in an inhumane or unsafe manner or causes any of these acts to be done; or
  5. ~~Having ownership or custody or both of an animal and willfully~~ Purposely, intentionally or recklessly fails to provide adequate food, adequate water, adequate shelter, adequate care or adequate control or allows it to be at large.
- C. A proprietor of a boarding or breeding kennel, pet shop, dealership or grooming parlor is guilty of animal neglect if they fail to ensure that an animal with a serious illness or injury receives prompt treatment by a licensed veterinarian.
- D. The provisions of this Section shall not apply to euthanasia of an animal by the owner or a veterinarian.
- E. Any person found guilty of animal abuse or neglect shall be responsible for all ~~real~~ costs associated with the impound, care, ~~keeping,~~ and all diagnostic tests and treatments.

### Section 205.050 Failure To Register/Vaccinate Or Microchip

- A. An owner or competent person is guilty of failure to register/vaccinate or microchip when he/she:
  1. Fails to arrange registration/vaccination of any cat, dog, puppy, ~~or~~ kitten or ferret with the ~~St. Charles County Division of Humane Services~~ when or before the puppy, ~~or~~ kitten or ferret reaches six (6) ~~four~~ (4) months of age, but not before it reaches three (3) months of age
  2. Fails to arrange registration/vaccination of any dog or cat within forty-five (45) days of acquisition by the owner; ~~or~~

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3. Fails to have a collar or harness bearing a current tag on the vaccinated dog or cat when the animal is outside the residence of the owner.
4. Fails to implant a microchip in an animal when required by Sections 205.080, 205.140 and/or 205.141; or
5. Fails to maintain current contact information with the microchip registry company or the Division by which the owner or competent person of the microchipped animal can be reached, when the microchip is required by Sections 205.080, 205.140 and/or 205.141. Said contact information shall be updated within thirty (30) days of any change.

### Section 205.060 Harboring Habitually Barking Dogs

- A. No person shall keep or harbor upon his/her premises any dog that disturbs the peace of any other person by loud and persistent or loud ~~by frequent~~ and habitual barking, yelping or howling ~~causes fear or annoyance to the person or persons living in the immediate area.~~ Brief howling or barking at a disturbance on or near the property of the regular premises of the dog shall not be considered habitual barking
- B. Complaints during normal business hours of the Division ~~of Humane Services~~ shall be taken by the Division. Complaints after the Division's normal business hours shall be taken by the St. Charles County Police Department.
- C. Before investigating the complaint, the authority receiving it shall take the name, address and telephone number(s) of each complainant. If the Police Department investigates the complaint, the Police Department shall forward a copy of the complaint, as well as an incident report, if any, to the Division ~~of Humane Services~~. Upon complaint to the Division ~~of Humane Services~~ or upon the Division's receipt of a copy of a complaint taken by the Police Department, the Division ~~of Humane Services~~ may investigate ~~and, upon a finding that the owner of the animal has violated Subsection (A), may request further legal action if either the complainant agrees in writing to testify against the violator of this Section or if the Division's own investigation results in evidence of the violation of Subsection (A).~~
- D. This Section shall not apply to kennels operating under licenses issued by St. Charles County at the time this Chapter takes full force and effect.
- E. A violation of Section 205.060 is an infraction punishable by a fine of fifty dollars (\$50.00) for the first offense, one hundred dollars (\$100.00) for the second offense and two hundred dollars (\$200.00) to one thousand dollars (\$1,000.00) for any offense thereafter.

### Section 205.062 Harboring Dangerous Dogs

- A. No owner or competent person shall keep or harbor upon his/her premises any dangerous dog in violation of the provisions of this Chapter, nor shall any owner or competent person fail to control his or her dangerous dog as required by the provisions of this Chapter, the provisions of an order issued pursuant to Section 205.145, or the provisions of an agreement between an owner and the Division. Violation of this provision shall be subject to the penalties set out in Section 205.250, in addition to the fees and penalties set out in Section 205.240.
- B. This Section shall not apply to:
  1. Dogs being used for official purposes by any government agency.
  2. Kennels operating under licenses issued by St. Charles County.

### Section 205.064 Prohibition On Animal Fight Training

- A. It shall be unlawful to fight-train an animal ~~dog~~ or to keep, harbor, board or in any manner possess a dog for the purpose of animal ~~dog~~ -fighting or animal ~~dog~~-fight exhibitions. Scars, wounds, training and/or fighting paraphernalia shall be used as evidence of participation in animal ~~dog~~-fight training or exhibitions. "Fight training" shall include, but not be limited to:
  1. Actions designed to torment, badger, bait or in any way encourage any animal ~~dog~~ for purposes of engaging in an animal ~~dog~~-fight exhibition.
  2. The use of other ~~dogs or~~ animals of any sort for blood-sport training.

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3. Abusing the animal by inflicting blows, kicks or other physical contact in order to encourage the animal ~~dog~~ to develop aggression or fighting skills.
4. Any other activity, the primary purpose of which is the training of animal ~~dog~~ for aggressive or vicious behavior or dog fights.

### Section 205.070 Failure To Dispose Of Dead Animals

- A. No ~~owner~~ or competent person ~~or owner~~ shall place or leave the carcass of any dead animal in any street, alley or lot, or allow the carcass to remain on his/~~her~~ or anyone else's property.
- B. The owner of any animal which has died from any cause shall dispose of the body within twenty-four (24) hours after knowledge of such death. The animal shall be buried no closer than four (4) feet to the natural surface of the ground or disposed of by the County, a private veterinarian, or a disposal plant licensed under Chapter 269, RSMo., 1986.

### Section 205.080 Keeping Exotic/Dangerous Animals

It shall be unlawful for any person to sell, own, possess or harbor any wild or exotic/dangerous animal in any place other than a properly maintained zoological park, circus, scientific or educational institution, research laboratory, or a licensed sanctuary or refuge. All such animals present in the County for more than thirty (30) days out of each year shall ~~must~~ be identified by a microchip and that microchip registered at the ~~St. Charles County Division of Humane Services~~. Any violation of this Section shall be considered a separate violation for each day the animal is subject to microchip and registration and, upon conviction, shall result in a fine of up to one hundred dollars (\$100.00) a day for such failure to microchip and register such exotic or dangerous animal ~~require the owner or caretaker to immediately surrender the animals, forfeiting all ownership to the St. Charles County Division of Humane Services for proper placement or humane euthanasia~~.

### Section 205.082 Keeping Roosters

It shall be unlawful for any person to own, possess, harbor or keep a rooster in a residentially zoned parcel of land less than five (5) acres in size.

### Section 205.085 Limits On Domesticated Animals

- A. No person shall harbor, keep or allow another to harbor or keep more than four (4) domesticated animals on any parcel of property located within a residentially zoned district; except that any person may keep more than four (4) animals on any parcel of property only after obtaining a kennel registration issued by the Division Director ~~of Humane Services of St. Charles County~~.
- B. No person shall harbor, keep or allow another to harbor or keep more than four (4) snakes on any parcel of property located within a residentially zoned district. ~~Subsection (B) of this Section~~ This shall not apply to any property zoned single-family residential.
- C. In all residential zoning districts, the occupant of a dwelling may only keep chickens for personal use under the following conditions.
  1. Hens may be kept on residential property. A rooster may only be kept on a residentially zoned parcel of land five (5) acres or more in size.
  2. In residential lots of ten thousand (10,000) square feet or more, the maximum number of hens that may be kept is eight (8).
  3. Hens shall not be kept for commercial or resale purposes. Hens and eggs may not be sold, nor may they be advertised for sale.
  4. Hens shall be confined in an enclosure by a secure fence (as defined in Section 205.010) meeting the following specifications:
    - a. Constructed of wire mesh, wire grid or chicken wire;
    - b. Six (6) feet or less in height;
    - c. The area enclosed by the fence shall contain a minimum of ten (10) square feet per hen; and

- d. Located entirely in the rear yard of the residence.
  5. A chicken coop shall be located within or adjacent to the fenced confinement area described in Section ~~205.085(C)(4)~~. No more than one (1) chicken coop may be located on a lot. The chicken coop shall be structurally sound and meet the following specifications:
    - a. A roof constructed of standard building material but not a tarpaulin;
    - b. Walls constructed of wood or metal which are six (6) feet or less in height;
    - c. A non-porous floor of vinyl, plastic or concrete, covered with straw or wood shavings;
    - d. Contain a minimum of four (4) square feet per animal kept;
    - e. A coop shall not exceed one hundred (100) square feet in area, and shall be located entirely in the rear yard of the residence.
  6. The enclosure and chicken coop may be located within a rear yard setback for the residence provided the following setbacks are maintained:
    - a. A minimum of ten (10) feet from any property line; and
    - b. A minimum of twenty-five (25) feet from any residence other than the owner's residence.
  7. Both the fenced enclosure and the coop shall be maintained as to not pose a threat to the public health, safety or welfare or to cause a public nuisance. No material from the confinement area or coop shall run off onto adjoining property. Any manure or waste shall be collected and properly removed from the premises or tilled into the soil on the premises promptly and regularly to prevent offensive smells or conditions conducive to diseases.
  8. Food for hens shall be stored in a sanitary, leak-proof container that cannot be contaminated by rodents or insects.
  9. Chickens shall not be slaughtered on the property under any circumstances.
- D. Any person that obtains a kennel registration must comply with requirements set forth in Ordinance of St. Charles County Sections ~~§§ 205.160~~ to ~~205.210~~, inclusive. Nothing herein shall be construed to repeal the provision of the County's Keeping Exotic/Dangerous Animals Ordinance, Ordinance of St. Charles County Section ~~§ 205.080~~. Nothing herein shall be construed to limit the number of livestock on agriculturally zoned property.

#### Section 205.090 Interfering With Officer

- A. An owner or any person is guilty of interfering with an officer when he/she:
  1. Conceals an animal from an officer of the Division ~~of Humane Services~~ or Police Department.
  2. Refuses to surrender an animal upon the lawful request of an officer of the Division ~~of Humane Services~~ or Police Department.
  3. Physically attempts to prevent impounding by the officer of the Division ~~of Humane Services~~ or Police Department.

#### Section 205.100 Disposal Of Fecal And Urine Matter

All fecal and urine accumulations in any pen, run, cage or yard where any animal is kept shall be removed and disposed of or cleaned in such a manner as to prevent insects, pests or vermin infestation ~~the attraction of flies~~ and/or the creation of offensive, disagreeable, or noxious odors. Dog or cat owners or anyone having care, custody or control of a dog or cat shall immediately dispose of, in a sanitary manner, fecal matter created while off the dog or cat owner's property.



### Article III Registration And Impounding

#### Section 205.110 Registration/Vaccination.

- A. Every owner or competent person who is responsible for any ferret, puppy, or kitten shall have such ferret, puppy, or kitten vaccinated by a veterinarian against rabies and registered as provided in this Article when or before the ferret, puppy, or kitten reaches four (4) months of age, but not before it reaches three (3) months of age.
- B. Every ferret, cat, dog, kitten and puppy shall be vaccinated by a veterinarian as indicated by the Compendium of Animal Rabies Control. No ferret, dog, or cat shall be exempted from this Article due to advanced age.
- C. No veterinarian practicing in St. Charles County shall vaccinate a ferret, dog or cat without complying with the registration requirements of this Section within thirty (30) days of vaccination.
- D. The Division ~~of Humane Services of the County~~ shall prepare numbered tags and certificates of vaccination for distribution to veterinarians practicing within St. Charles County, and to veterinarians who practice outside the County but who vaccinate animals that are transported into the County.
- E. Each veterinarian practicing in St. Charles County shall order from the Division ~~of Humane Services of the County~~ a sufficient number of numbered tags and certificates of vaccination to assure that he/she will be able to discharge his/her duty to register and vaccinate a ferret, dog or cat under this Article Section.
- F. All veterinarians shall pay the Division ~~of Humane Services of the County~~ a fee to be set by the County Council for each numbered tag and certificate of vaccination ordered, payable either upon receipt of the tags and certificates ordered or within thirty (30) days of billing.
- G. Veterinarians may include the fee authorized by Subsection (F) of this Section in the amount charged clients for supplies and services in vaccinating a ferret, dog or cat.
- H. After vaccinating any ferret, dog or cat, the veterinarian shall complete a certificate of vaccination, assign it the number of a numbered tag, and deliver that tag and a copy of the certificate of vaccination to the vaccinated animal's owner and the ~~St Charles County~~ Division of Humane Services. It shall be the owner's duty to attach the tag to a collar or harness of the vaccinated animal and ensure that the animal wears its collar or harness when outside the owner's residence. Any ferret, dog or cat found at large without a tag may be deemed to be a stray animal and not vaccinated under this Section.
- I. The Division ~~of Humane Services~~ shall collect its copies of completed certificates of vaccination and maintain cross files of the certificates by name of owner and by certificate number.

#### Section 205.120 Animals Impounded — When — Where Kept.

- A. The Division Director ~~of the Division of Humane Services of the County~~, or other persons designated by the Director, shall have the power to enter onto any lots or lands to impound the following animals;
  - 1. All dogs outside while in estrus not securely confined in an enclosed pen;
  - 2. All animals which are at large contrary to the requirements of Article II, Section ~~205.040~~, or which have been at large and are immediately pursued by an employee of the Division ~~of Humane Services~~ regardless of whether the animal is at large at the time it is apprehended;
  - 3. All animals for which there is no owner or competent person apparently responsible who can provide adequate care;
  - 4. All animals exposed to rabies, whether or not at large, or on a leash, or confined to an owner's premises;
  - 5. Any dog or cat which has not been vaccinated within ~~the~~ (72) seventy-two-hour period following release from any impounding facility;
  - 6. Any dog or cat not vaccinated against the rabies virus;

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7. Any animal that has bitten a person or animal, or any animal that has lawfully been declared dangerous by the County or another governmental entity, when that information is received, in writing, from the individual(s) responsible for animal control in that governmental entity ~~a City or municipality within the County;~~
  8. Any animal whose owner has voluntarily and intentionally relinquished control to the Division Director;
  9. Any cat, dog, kitten, or puppy not wearing a registration tag;
  10. Any animal in imminent danger of death or in pain or suffering and the issues causing the imminent danger of death or pain and suffering is not being addressed by the owner or custodian of the animal;
  11. Any animal that requires adequate care and the owner or anyone having care, custody or control has failed to provide such care after being notified by an animal control officer or law enforcement official;
  12. Any animal in a residence or on a property that has been found unfit for habitation;
  13. Any animal in a residence or on the property where the owners or occupants have been evicted by a law enforcement agency;
  14. Any animal in a residence or on the property where law enforcement has taken into custody the owner or occupant, provided that there is no other owner or competent person present who can take custody of the animal and provide adequate care;;
  15. Animals tethered ~~not in compliance with any part~~ violation of Section: 205.034.
- B. Any animal impounded pursuant to this Section shall be impounded in the St. Charles County Animal Control Shelter or at a boarding facility approved by the Division Director ~~r the supervision elsewhere under the supervision of~~ and in a manner satisfactory to the Director.
- C. The Division Director shall, within forty-eight (48) hours of ~~Any~~ impounded make reasonable efforts to notify the owner, if known, of the impoundment by mail, telephone, and electronic mail. The written notice shall include each ground for the impoundment and shall state the owner's right to request a hearing, to be held in accordance with the procedures set forth in Section 205.145(E) of the Ordinances of St. Charles County, by submitting a written request for hearing to the Department within five (5) days of receiving the aforesaid notice. ~~animal bearing registration tags or bearing identification of ownership shall be held ten (10) days after the owner has been notified, unless it is claimed sooner by the owner. The Director shall make reasonable efforts within twenty-four (24) hours of impoundment to notify the owner and, if unsuccessful, shall send the owner written notice by mail within forty-eight (48) hours of impoundment. The written notice shall include the date by which the owner must redeem the impounded animal, and state the fees payable pursuant to Sections 205.150 and 205.240 prior to release. Once written notice is sent, the impounded animal shall be held for ten (10) days from the date of mailing. Any impounded animal unclaimed after ten (10) days shall be placed for adoption or humanely destroyed. But no animal shall be placed for adoption if suspected of rabies, exposed to rabies, or known to have bitten any person.~~
- If there is no timely written request for a disposition hearing, or if, at the disposition hearing, the hearing examiner finds that one (1) or more grounds for the impoundment existed and have not been abated as of the date of the hearing, the animal shall not be returned to the owner. Such animals shall be placed for adoption or humanely destroyed, but no animal shall be placed for adoption if it is rabid, is suspected of being rabid, has been exposed to rabies within the past thirty (30) days, or is known to have bitten any person.
- Notwithstanding the foregoing, if in advance of the disposition hearing the Division Director determines that all grounds for the impoundment have been abated and no longer exist, the Division Director may cancel the hearing and return the animal to its owner. The owner shall pay all applicable fees pursuant to Sections 205.150 and 205.240 prior to release of the animal.
- D. If an impounded animal does not bear registration tags or identification of ownership, and is not diseased or disabled beyond reasonable recovery, that animal shall be held for five (5) consecutive business days. If unclaimed by its owner after five (5) days, that animal may be placed for adoption or humanely destroyed. ~~But no animal shall be placed for adoption if it is rabid, suspected of being rabid, has been exposed to rabies within the past thirty (30) days, or known to have bitten any person or domestic animal.~~

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- E. The Director shall have discretion in the decision to treat or euthanize an animal, including, but not limited to, feral cats or any diseased, disabled, sick or injured animal pursuant to procedures authorized, in writing, by the Department Director of Public Health.

### Section 205.130 Impounding Of Animals Suspected Of Or Exposed To Rabies

- A. Any animal which exhibits objective symptoms suggestive of rabies, after written certification to the owner by the impounding officer or veterinarian or such other person designated by the County for enforcement of this Chapter, shall be impounded off the property of the owner. The animal shall be held for clinical observation for ten (10) days at the impounding facilities designated by the County and, if alive at the termination of this period, shall be returned to the owner after payment of the fees payable pursuant to Sections 205.150 and 205.240. ~~As an alternative procedure, the owner, at his/her own expense, may designate any veterinary hospital in the County or any boarding kennel licensed by the County wherein such animal is to be impounded and observed for a similar ten-day period.~~ If such animal should die during the observation period, regardless of the location, the head shall be removed and submitted to a qualified laboratory for examination.
- B. Any animal which has been exposed to rabies shall be immediately destroyed unless the owner, at his/her expense, chooses one (1) of the following alternative methods:
- C. Strict isolation in a kennel or animal hospital for six (6) months.
- D. ~~Impounding and vaccination,~~ If the animal is a ferret, cat, dog, kitten or puppy not immunized by any vaccine recommended by the Compendium within such vaccine's duration of immunity (as stated in the Compendium under booster recommendations), impounding for a period of at least six (6) months at the impounding facilities designated by the County and vaccination.
- E. ~~Restraint by leash at the owner's home and revaccination,~~ If the animal is a ferret, cat, dog, kitten or puppy immunized by a vaccine recommended by the Compendium within such vaccine's duration of immunity (as stated in the Compendium under booster recommendations) ), confine the animal for a period of at least forty-five (45) days to the owner's home securely indoors, behind a secure fence, or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping, and re-vaccination.
- F. All other conditions of this Section and of Section 205.150 of this Article must be fulfilled prior to the release of any animal suspected of or exposed to rabies and impounded for clinical observation.

### Section 205.140 Procedure Following Animal Bite

- A. The owner of any animal ~~cat, dog, kitten, or puppy~~ which bites any person or animal, regardless of the circumstances or irrespective of whether such animal ~~cat, dog, kitten, or puppy~~ is vaccinated, shall surrender place such animal ~~cat, dog, kitten, or puppy~~ in the custody of the Division Director for confinement in the St. Charles County Animal Control Shelter ~~a manner satisfactory to the Director and in a manner that will prevent contact with people and other animals not already exposed for a period of not less than ten (10) days~~ two hundred and forty (240) hours following the date of the bite, for the purpose of clinical observation. As set out in Section 205.141, ~~during such confinement, the cat, dog, kitten, or puppy shall be permanently identified by a microchip providing a permanent record of the identity of the animal. All expenses shall be borne by the owner of the cat, dog, kitten, or puppy as provided in Section 205.150 of this Article.~~ If, for any reason, animal ~~cat, dog, kitten, or puppy~~ should die while in confinement, its head shall be removed and submitted to a qualified laboratory. If at the end of the period of observation such animal ~~cat, dog, kitten, or puppy~~ is alive and healthy, it may be released to its owner unless such animal ~~cat or dog~~ has been declared a dangerous animal and is subject to the provisions of Section 205.145 or subject to a contracting City's or municipality's ordinance authorizing humane euthanasia. An animal subject to the provisions of Section 205.145 or subject to a contracting City's or municipality's ordinance authorizing humane euthanasia shall be released or euthanized in conjunction with the provisions of that Section.

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- B. The Division Director ~~of Humane Services~~ is authorized to allow confinement in a manner other than as described in Subsection (A) of this Section when such animal will be controlled and observed in accordance with the owner's signed agreement.
1. Preconditions for confinement and quarantine described in this Section 205.140(B) are:
    - a. The animal does not have a recent history of being at large, ~~and was not at large or off the owner's property at the time;~~
    - b. The animal is not displaying a sudden change in disposition.
    - c. The owner has both the ability and desire to keep the animal in a secure building and separate from other animals, and the owner has demonstrated that he can prevent the animal from biting a human or other animal again;
    - d. In the case of a dog bite, the dog has not previously been declared dangerous under this Chapter,
    - e. In the case of a dog bite at a level 3 or higher on the Dunbar Scale, the dog has been in the physical custody of the Division at the Pet Adoption Center for a minimum of twenty-four (24) hours. The Division Director may waive this requirement upon consideration of factors involving the health of the dog, including but not limited to the dog's age, susceptibility to disease, or existing medical conditions; and
    - f. The animal is not under investigation for declaration as a dangerous animal under Section 205.142.
  2. If all of the preconditions in Section 205.140(B)(1) are met, confinement and quarantine described in this Section 205.140(B) may be allowed at the discretion of the Division Director.
  3. All expenses shall be borne by the owner of the animal ~~cat, dog, kitten, or puppy~~ as provided in Section 205.150 of this Article.
  4. Dogs and/or puppies shall be confined in one of the following manners:
    - a. Complete indoor housing;
    - b. Secure caging or a pen in an enclosure with a locked gate.
    - c. Yard confinement with secure perimeter fencing and locked gate.
  5. Cats and/or kittens shall be confined in one of the following manners:
    - a. Complete indoor housing; or
    - b. Caging in a secure enclosure.
  6. The animal's needs for ambient temperature control, water, nutrition, elimination, and space to comfortably stand up and lie down must be adequately provided by the selected confinement method. Should the animal exhibit neurologic signs, die, or disappear during the quarantine period, Humane Services shall be notified immediately.
- C. All other conditions of this Section and of Section 205.150 must be fulfilled prior to the release of any animal impounded or confined for clinical observation as the result of biting a person.
- D. It shall be the duty of the owner of an animal that has bitten a human being or domestic animal and a person bitten by any animal (or of the parent or guardian of a minor bitten by an animal), to report the bite to the Division ~~of Humane Services~~ immediately. Such report shall contain the name and address of the owner of the animal, the date and time of the bite, the geographical location ~~place~~ where the person was bitten, and a general description of the animal and all circumstances pertaining to the bite.



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- E. All other animals suspected of exposure ~~subject~~ to rabies shall be quarantined or euthanized and rabies tested in a laboratory in accordance with the rabies compendium and Public Health Officials' recommendations on a case-by-case basis.

### Section 205.141 Animal Identification

- A. Any animal which is apprehended running at large or who has bitten a human being or animal shall be photographed and microchipped by the Division Director as soon as is reasonably practicable ~~immediately~~ after a bite or running-at-large incident or if the animal is impounded prior to its release.
- B. The cost of such microchip shall be charged to the owner as a fee pursuant to Section ~~205.240~~.
- C. If the animal is transferred to another owner, the previous owner shall, within ten (10) days of the transfer of ownership, inform the Division Director in writing of the name, address and telephone number of the new owner(s) of the animal. The previous owners shall notify the new owners in writing of the details of the animal's record, terms and conditions of maintenance, if any, and provide the Division Director with a copy of the notice and the new owners' acknowledgment of receipt.

### Section 205.142 Procedures And Requirements For Declaring Dogs To Be Dangerous And For Handling Such Dogs, After Bite Incidents.

- A. Whenever the Division Director learns that a dog has bitten a human being or another domestic animal, the Division Director shall record the conduct an investigation. Such investigation, shall include, but is not limited to, whether the Division has records of prior incidents in which the dog in question has bitten human beings or domestic animals; the facts and circumstances surrounding the bite, including witness statements, photographs and/or other relevant evidence; whether a human being or domestic animal had been injured and required medical care from a physician or veterinarian; and the severity of such injuries. The Division Director shall ~~incident and determine whether the Division has records~~ information that ~~of prior incidents in which the dog in question has bitten human beings or domestic animals~~. The Division Director may consider information that the dog in question has bitten human beings or domestic animals in other Cities or Counties when that information is received in writing from the individual(s) responsible for animal control in that City or County
- B. If the Division Director receives a report that a dog has chased or approached a human being or domestic animal while at large and off the premises of the dog's owner and confronted that person in a menacing fashion or apparent attitude of attack, regardless of whether the human being or domestic animal is injured by the dog finds no ~~records of such prior incidents, and the Director determines that the bite was a provoked attack in which a human being or domestic animal has been injured and required medical care from a physician or veterinarian or was an unprovoked attack in which a human being or domestic animal was not injured and did not require medical care~~, the Division Director shall record the incident in the Division's records, and the Department Director may take that incident into account in determining whether the dog is a dangerous dog should there be any subsequent bite of a human or domestic animal. The Division Director may record into the Division's records information that a dog has chased or menaced a human being in another City or County, when that information is received in writing from the individual(s) responsible for animal control in that City or County, and the Department Director may consider such information in determining whether the dog is a dangerous dog should there be any subsequent bite of a human being or domestic animal. ~~give the dog's owner an educational packet prepared by the Division stating the Division's procedures in bite cases and the Division's recommendations for animal care and for handling dogs that have bitten. If the Director determines that the bite was an unprovoked attack in which a human being or domestic animal has been injured and required medical care from a physician or veterinarian, the Director may, after considering all mitigating factors, declare the animal a dangerous dog and may utilize the procedures set out in Section 205.145. The Director's determination that the animal is a dangerous dog may be based on information that the dog in question has been declared a dangerous dog in another City or County when that information is~~

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~~received in writing from the individual(s) responsible for animal control in that City or County and when the criteria for determining the animal a dangerous dog in that City or County are substantially similar to the criteria set forth herein.~~

- C. The Department Director shall ~~Determine whether to~~ declare ~~the dog in question~~ a dangerous dog when ~~after considering any or all of the following factors:~~

1. Evidence shows the bite to a human is a Level 3 or higher on the Dunbar Scale; or
2. Evidence shows a bite to a human is less than a Level 3 on a Dunbar Scale, and one (1) or more of the factors set forth in Section 205.145(D) is present; or
3. Evidence shows that a dog that did not bite engaged in behavior that contributed to a bite, i.e., packing, ~~and the behavior when considered on its own placed a human in reasonable fear of their life.~~

~~Regardless of whether the attack is provoked or unprovoked, where a bite occurred on the property of the owner of the dog under review, the Director may consider, as a mitigating factor in his/her decision whether to declare a dog to be dangerous, that the victim of the bite is an animal which intruded onto those premises. Where the victim of a bite which occurs on the premises of the owner is a human, the Director may only consider a provoked bite as a mitigating factor in his/her decision whether to declare a dog to be dangerous.~~

- D. In addition to the grounds set forth in Section 205.142(C), the Department Director may declare a dog dangerous upon consideration of the following factors. The Department Director may consider any or all of the following factors when making a determination regarding the declaration of a dangerous dog and its disposition: ~~If the Director finds any record of one (1) such prior incident, including any one (1) such prior incident in another City or County, the Director shall:~~

1. Whether the dog has killed a domestic animal, livestock or poultry ~~without provocation while off the owner's property;~~
2. Whether the dog's owner maintains the dog to promote its aggressive tendencies or responses, or owns or harbors the dog primarily or in part for the purpose of dogfighting, or has trained the dog for dog fighting;
3. Whether the dog has bitten a human being or domestic animal ~~without provocation~~ and off the premises of the dog's owner ~~regardless of whether medical care was required;~~

~~Whether the dog, while on the owner's premises, has bitten without provocation a human being other than the dog's owner, or a member of that owner's family normally residing where the dog is harbored;~~

4. Whether the dog has a known propensity, tendency or disposition to make unprovoked attacks, to cause injury, or to otherwise threaten the safety of human beings or domestic animals such as habitually snapping, charging, growling, or otherwise manifesting a disposition to bite, attack or injure if afforded the opportunity ~~when unprovoked, has chased or approached a human being off the premises of the dog's owner and in a menacing fashion or apparent attitudes of attack, regardless of whether the human being is injured by the dog;~~
5. Whether the dog can be effectively trained or retrained to change its temperament or behavior;

~~Whether the owner maintains the dog to promote its aggressive tendencies or responses;~~

~~Any other relevant evidence concerning the maintenance of the dog; and~~

6. Whether the owner has the capacity, willingness, and ~~Any other relevant evidence regarding the ability of the owner to protect the public safety in the future if the dog is permitted to remain in the County.~~
7. Whether the dog has had prior recorded incidents of biting humans or domesticated animals; and
8. Whether the dog has been previously declared dangerous by another governmental entity, when that declaration is received, in writing, from the governmental entity.

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~~Impound any dog determined to be a dangerous dog at a designated kennel as provided in Section 205.140(A) of this Chapter; and~~

~~Spay or neuter any dog determined to be dangerous while that dog is impounded.~~

- E. A dog may be declared dangerous because of its prior acts even after its owner has removed it from unincorporated St. Charles County. Such a dog may not be returned to the County.
- F. If the Division Director receives a report that a dog has chased or approached a human being or domestic animal while at large and off the premises of the dog's owner and confronted that person in a menacing fashion or apparent attitude of attack, regardless of whether the human being or domestic animal is injured by the dog, the Division Director shall record the incident in the Division's records, and the Department Director may take that incident into account in determining whether the dog is a dangerous dog should there be any subsequent bite of a human or domestic animal. The Division Director may record into the Division's records information that a dog has chased or menaced a human being in another City or County, when that information is received in writing from the individual(s) responsible for animal control in that City or County, and the Department Director may consider such information in determining whether the dog is a dangerous dog should there be any subsequent bite of a human being or domestic animal.
- G. This Section shall not apply to any dog maintained by any governmental law enforcement agency so long as it is maintained and utilized for law enforcement purposes.
- H. This Section shall not apply to any City or municipality having contracted with the County and opted out of this Section as provided pursuant to their contract for humane enforcement services or kenneling services.
- I. Dogs shall not be declared dangerous if the bite was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner of the dog, or was tormenting, abusing or assaulting the dog, or has, in the past, been observed or reported to have tormented, abused or assaulted the dog or was committing or attempting to commit a crime.

~~If the Director receives a report that a dog, when unprovoked, has chased or approached a human being or domestic animal while at large and off the premises of the dog's owner and confronted that person in a menacing fashion or apparent attitude of attack, regardless of whether the human being or domestic animal is injured by the dog, the Director shall give the dog's owner an educational packet prepared by the Division concerning dangerous dogs. The Director shall record the incident in the Department's records, and that incident may be taken into account in determining whether the dog is a dangerous dog should there be any subsequent bite of a human or domestic animal. The Director may consider information that a dog has, when unprovoked, chased or menaced a human being in another City or County, when that information is received in writing from the individual(s) responsible for animal control in that City or County, in determining whether to provide educational information to the dog's owner. The Director may record such information from another City or County into the Department's records and may consider such information in determining whether the dog is a dangerous dog should there be any subsequent bite of a human being or domestic animal.~~

~~If the Director finds records of two (2) or more prior incidents in which a dog has bitten a human being or a domestic animal, including incidents occurring in another City or County, where that information is received in writing from the individual(s) responsible for animal control in that City or County, the Director shall:~~

~~Declare the dog a dangerous dog;~~

~~Impound the dog at a designated kennel as provided in Section 205.140(A) of this Chapter; and~~

~~At the end of the dog's impoundment as provided above, cause the dog to be humanely euthanized pursuant to Section 205.145.~~

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~~This Section shall not apply to any City or municipality having contracted with the County and opted out of this Section as provided pursuant to their contract for humane enforcement services or kenneling services.~~

### Section 205.145 Control And Euthanasia Of Dangerous Dogs

- A. If the Department Director declares that a dog that has bitten a human being or a domestic animal is dangerous, the Department Director shall dispose of the dog as follows:

1. If the Director finds that the dog made ~~a severe or fatal~~ attack upon a human being at a Level 6 on the Dunbar Scale ~~or domestic animal~~, the Department Director shall cause the dog to be humanely euthanized ~~as set out in Subsection (C) herein~~.

~~If the Director finds that the dog had been provoked to make a severe or fatal attack upon a human being or domestic animal, the Director shall either cause the dog to be humanely destroyed or return the dog to its owner subject to the owner's written agreement to control the dog as provided in Section 205.145(B) below. The agreement may include a provision that if the animal attacks again, it shall be humanely euthanized.~~

2. The Department Director has discretion to dispose of all other dogs declared to be dangerous either by causing them to be rehomed, humanely euthanized or returned to the animal's ~~its~~ owner subject to the restrictions as provided in Section ~~205.145(B)~~ below, after giving notice and an opportunity to be heard to the dog's owner as provided in Section ~~205.145(D) and (E)~~, ~~205.145(C)~~ below.

- B. If it is determined that a ~~Before the Director returns~~ a dangerous dog can be returned to its owner, the owner shall enter into a ~~the Director shall secure that owner's~~ written agreement to control the dog ~~as provided herein~~. Such written agreement or order shall contain the following terms, as well as any other terms deemed appropriate and necessary to control the dog:

1. Any dangerous dog shall wear at all times a bright collar with the words "Dangerous Dog" embroidered or stamped on the collar so the dog can readily be identified as a dangerous dog.
2. The owner of the dangerous dog shall notify the Division of Humane Services immediately if the dog is loose or missing or has attacked another animal or human being.
3. The owner of the dangerous dog shall notify the Division Director of Humane Services within twenty-four (24) hours if the dog has died.
4. The owner of the dangerous dog shall must receive the approval of the Division ~~notify the Division of Humane Services~~ Director prior to any sale or ~~within twenty-four (24) hours if the dog has died or has been sold or given away to a new owner. The owner~~ transferring of custody of the dog to a new owner shall comply with the notice provisions of Section ~~205.141(C)~~. If the dog has been sold or given away, the owner shall provide the Division of Humane Services with the name, address and telephone number of the new owner. The new owner is bound by the terms of any agreement or order issued pursuant to, ~~if the animal is kept within St. Charles County, must comply with the requirements in this Chapter for keeping a dangerous animal~~.
5. While on its owner's property, a dangerous dog must be securely confined indoors or behind a secure fence, or in a securely enclosed and locked pen or structure, suitable to prevent the animal from escaping. Such a pen or structure must have a minimum dimension of five (5) feet by ten (10) feet, must have strong, secure sides and a secure top. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than twelve (12) inches. The enclosure must also provide adequate shelter, as defined by this Chapter 205, ~~OSCCMo.~~. The enclosure, when occupied by a dangerous dog, shall not be occupied by any other animal, unless the dangerous dog is a female with young under three (3) months of age, in which case the young may occupy the same enclosure as the mother.
6. No dangerous dog may be kept in any area of the owner's property that would allow the dog to exit easily (i.e., behind screen doors or windows), ~~nor may any dangerous dog be chained without a physical barrier to prevent contact with other animals or people or the escape of the dog.~~
7. A notice ~~sign~~ indicating the presence of a dangerous dog shall be prominently displayed ~~present at~~ and ~~large enough legible~~ read from any public thoroughfare from which the property is entered, and the owner of the dog shall post a notice conspicuously visible to the public at each entrance to the premises and on each side of the dog's enclosure, ~~if any, reading~~



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~~in letters not less than two (2) inches high "DANGEROUS DOG—BEWARE." A sign with a picture of a growling dog shall also be displayed at all places where the notice of dangerous dog is posted.~~ The Division of Humane Services is authorized to make notices and signs available to owners, and said notices and signs shall be deemed to meet this requirement. ~~The sign available from the Division of Humane Services shall be deemed to meet this requirement.~~ Any alternate sign must ~~shall~~ be approved in advance, in writing, by the Director, and a copy of the approved sign shall be maintained in the Division's file on the dog.

8. A dangerous dog may be off the owner's premises only if it is securely muzzled with a humane muzzle and on a strong leash no more than four (4) feet long and under the ~~adequate~~ control of the owner.
9. The owner of a dangerous dog shall present to the Division of Humane Services proof that the owner has procured primary liability insurance or a surety bond to include bodily injury and property damage in the amount of at least three hundred thousand dollars (\$300,000.00). Such insurance or surety bond shall be for an initial period of twelve (12) months and must be continuously renewed without a break in coverage for as long as the dangerous dog lives or is kept in St. Charles County. The insurance or bond shall be payable to any person injured by the dangerous dog. This policy or bond shall contain a provision requiring the County to be notified by the issuing company at least ten (10) working days prior to any cancellation, termination or expiration of the policy.

~~All owners of dangerous dogs must, within ten (10) days of such declaration, provide the Division of Humane Services with two (2) sets of color photographs of the dangerous dog, one (1) of each side and showing the color and approximate size of the dog. The owners shall, in addition to any information required by Section 205.141, provide the following information: the dog's name or names and the name, address and phone number of the dog's veterinarian.~~

10. All ~~owners of~~ dangerous dogs must ~~within ten (10) days of such declaration, have the dog~~ be spayed or neutered ~~neutered unless a duly licensed veterinarian provides a statement in writing that such procedure is not in the best interest of the dog and must provide evidence of such spaying or neutering from a duly licensed veterinarian.~~
- C. Any dog not controlled as provided in this Section 205.145(B), or an agreement or order issued pursuant to this Chapter shall be subject to immediate seizure and impoundment for a minimum of ten (10) days or for the time necessary for the owner to comply with this Subsection, ~~whichever is larger~~. All owners the Division alleges are in violation of the terms of a written order or agreement issued pursuant to Section 205.145 shall relinquish custody and possession of the animal to the Division upon request.
- D. Upon determining that a dog is dangerous, and at least ten (10) days prior to any disposition of any such dog, the Division shall notify the dog's owner, if known, of the declaration and the intended disposition of the dog, as provided herein, including any scheduled euthanasia. The notice shall state the owner's right to request a hearing in accordance with Section 205.145(D) by submitting a written request for hearing to the Department within five (5) days of receiving the aforesaid notice.
- E. Administrative Appeal Process; Contested Hearing.
1. Hearing. Upon timely receipt of the written request submitted pursuant to Subsection 205.145(D) above, an examiner shall be appointed to preside over a formal hearing.
  2. The hearing shall be held within twenty-one (21) days of the hearing examiner's appointment unless continued for good cause.
  3. The hearing examiner shall set the hearing time and place and shall mail a notice of the hearing to the owner, to the Department, and to other necessary parties, if any, to whom the hearing examiner determines that notice of the hearing should be given.
  4. Any person serving as a hearing officer shall be an attorney at law licensed to practice law in Missouri.
  5. The hearing examiner shall take evidence at the hearing and determine if the facts support a finding that the dog is dangerous in accordance with Sections 205.142 and 205.145.

6. Each formal hearing shall:
    - a. Provide a video record of the proceedings (or, at the option and cost of the appellant, provide the record by audio, stenographic, or other reliable means of recording capable of transcription); and
    - b. Permit the parties to introduce evidence under oath, to call and examine witnesses under oath, and to cross-examine opposing witnesses on any matter relevant to the issues; and
    - c. Follow the formal rules of evidence.
  7. Any dog found to be dangerous by the hearing examiner shall be declared dangerous.
  8. If the hearing examiner finds the dog to be dangerous, the hearing examiner shall issue findings of fact and conclusions of law, and an order consistent with the remedies set forth in Sections 205.142 and 205.145.
  9. The hearing examiner's determination and decision following the contested hearing is final for all administrative purposes, and there shall be no further administrative relief available.
  10. Any party aggrieved by the decision of the hearing examiner may appeal such decision by filing a request for review with the Circuit Court of Missouri, 11th Judicial Circuit, in accordance with Section 536.110 of the Revised Statutes of Missouri (RSMo.), as may be amended.
  11. Contested hearings may be resolved by consent agreement, settlement, stipulation, consent order, or default. A party is in default if such party fails to appear for a properly noticed hearing.
- F. Should the Division Director receive from any court of competent jurisdiction a stay of an order of euthanasia on a dog, the dog shall remain impounded in the County animal facility until the court has issued its final order.
- G. This Section shall not apply to any dog maintained by any governmental law enforcement agency so long as it is maintained and utilized for law enforcement purposes.
- H. This Section shall not apply to any City or municipality having contracted with the County and opted out of this Section as provided pursuant to their contract for humane enforcement services or kenneling services.

~~The Director shall give owners of dogs declared to be dangerous notice of the Director's declaration and intended disposition of the dog, as provided herein:~~

~~Notice Of Declaration Of Dangerous Dog And Of Disposition. Immediately upon determining that a dog is dangerous, and at least ten (10) days prior to any humane euthanasia of any such dog, the Division of Humane Services shall notify the dog's owner, if known, if the owner is unknown or unable to be contacted, of the declaration and of any scheduled euthanasia. The notice shall state the owner's right to request a hearing before the Director of the Department of Public Health of any determination made by the Director by submitting a written request for hearing to the Director of the Department of Public Health within five (5) days of receiving the aforesaid notice.~~

~~Hearing. Upon timely receipt of the written request submitted pursuant to Section 205.145(C)(1), above, the Director of the Department of Public Health shall schedule a hearing at which all interested parties may be heard, including the owner, individuals possessing knowledge of the characteristics of the dog in question, and any other individuals who may come into contact with the dog if it is not destroyed. After all parties have been heard, the Director of the Department of Public Health shall make the final determinations as to whether a dog is a dangerous dog and what its disposition shall be under the provisions of this Chapter. The Director of the Department of Public Health's determination and decision is final for all purposes, and there shall be no further administrative relief available.~~

~~The Director may declare a dog to be dangerous because of its prior acts even after its owner has removed it from unincorporated St. Charles County. Such a dog may not be returned to the County.~~

~~Should the Director receive from any court of competent jurisdiction a stay of an order of euthanasia on a dog, the dog shall remain impounded in the County animal facility until the court has issued its final order.~~

~~This Section shall not apply to any City or municipality having contracted with the County and opted out of this Section as provided pursuant to their contract for humane enforcement services or kenneling services.~~

#### Section 205.146 Dunbar Scale

- A. Level 1. Obnoxious or aggressive behavior but no skin-contact by teeth.
- B. Level 2. Skin-contact by teeth but no skin-puncture. However, may be skin nicks (less than one-tenth (1/10) of an inch deep) and slight bleeding caused by forward or lateral movement of teeth against skin, but no vertical punctures.
- C. Level 3. One (1) to four (4) punctures from a single bite, which may have lacerations in a single direction, caused by victim pulling hand away, owner pulling dog away, or gravity (little dog jumps, bites and drops to floor).
- D. Level 4. One (1) to four (4) punctures from a single bite, with deep bruising around the wound (such as when a dog held on and bore down) or lacerations in both directions (such as when a dog held on and shook its head from side to side)
- E. Level 5. Multiple-bite incident with at least two (2) Level 4 bites or multiple-attack incident with at least one (1) Level 4 bite in each.
- F. Level 6. Victim dead.

#### Section 205.147 Declaration Of Animals Habitually At Large

- A. The Division Director may, after reviewing all the circumstances surrounding the apprehension of an animal found running at large for the third time or more, off the premises of the owner, custodian, or anyone having care, custody or control of that animal, determine that an ~~the~~ animal is habitually at large. The Division Director shall have five (5) business days to determine that an animal is habitually at large. During that time, the animal shall remain in the custody of the Division Director at the St. Charles County Animal Control Shelter ~~abandoned and declare the animal available to the public for adoption.~~

~~If the animal is so declared, the owner shall be notified by registered mail, return receipt requested or by personal delivery, and unless an appeal is filed by the owner within five (5) business days, the animal shall be made available for adoption.~~

- B. Upon timely receipt of the written request submitted by the owner for a hearing to contest the issue of ~~is~~ habitually being at large, the Department Director ~~of the Department of Public Health~~ shall declare the animal abandoned. If the animal is so declared, the owner shall be notified by registered or certified mail, return receipt requested, or by personal delivery. Unless an appeal is filed by the owner with the Department within five (5) business days of receipt of such notification, the animal shall be made available for adoption, subject to Section 205.147(D) below. If an animal is declared habitually at large, it shall remain in the custody of the Division Director at the St. Charles County Animal Control Shelter until final resolution of the administrative appeal process ~~schedule a hearing at which all interested parties may be heard, concerning whether the animal is habitually left at large. After all parties have been heard, the Director of the Department of Public Health shall make the final determinations as to whether an animal is habitually at large. A determination that the animal is habitually at large shall be made in all cases in which the animal is habitually running at large off the property of the owner, custodian, or anyone having care, custody, or control of the animal. The Director of the Department of Public Health's determination and decision is final for all purposes, and there shall be no further administrative relief available.~~
- C. Administrative Appeal Process; Contested Hearing.
  - 1. Upon timely receipt of the written request submitted by the owner for a hearing to appeal the determination of the animal being habitually at large, a hearing examiner shall be appointed to preside over a formal hearing to determine whether the animal is habitually left at large in accordance with this Section 205.147.



2. The hearing shall be held within twenty-one (21) days of the hearing examiner's appointment unless continued for good cause.
  3. The hearing examiner shall set the hearing time and place and shall mail a notice of the hearing to the owner, to the Department, and to other necessary parties, if any, to whom the hearing examiner determines that notice of the hearing should be given.
  4. Any person serving as a hearing officer shall be an attorney at law licensed to practice law in Missouri.
  5. The hearing examiner shall take evidence at the hearing and determine if the facts support a finding that the animal is habitually left at large in accordance with Section 205.147.
  6. Each formal hearing shall:
    - a. Provide a video record of the proceedings (or, at the option and cost of the appellant, provide the record by audio, stenographic, or other reliable means of recording capable of transcription); and
    - b. Permit the parties to introduce evidence under oath, to call and examine witnesses under oath, and to cross-examine opposing witnesses on any matter relevant to the issues; and
    - c. Follow the formal rules of evidence.
  7. Any animal found to be habitually at large by the hearing examiner shall be declared abandoned and made available for public adoption, subject to Section 205.147(D), OSCCMo.
  8. If the hearing examiner finds the animal to be habitually at large, the hearing examiner shall issue findings of fact, conclusions of law, and an order consistent with the remedies set forth in this Section.
  9. The hearing examiner's determination and decision following the contested hearing is final for all administrative purposes, and there shall be no further administrative relief available.
  10. Any party aggrieved by the decision of the hearing examiner may appeal such decision by filing a request for review with the Circuit Court of Missouri, 11th Judicial Circuit, in accordance with Section 536.110 of the Revised Statutes of Missouri (RSMo.), as may be amended.
  11. Contested hearings may be resolved by consent agreement, settlement, stipulation, consent order, or default. A party is in default if such party fails to appear for a properly noticed hearing.
- D. In the case of any animal declared habitually at large pursuant to this Section and declared abandoned therefor, and the Division ~~where the Director of the Department of the Public Health upheld that determination~~, the animal ~~may be adopted or, if the animal is to be sick~~ or otherwise not suitable for adoption, may be euthanized as allowed by ordinance.
- E. This Section shall not apply to any dog or cat known to be feral.
- F. This Section shall not apply to any dog maintained by any governmental law enforcement agency so long as it is maintained and utilized for law enforcement purposes.

#### Section 205.150 Redemption Of Animals Not Infected By Rabies

- A. Any animal captured or impounded under the provisions of this Chapter, determined not to be infected with rabies, may be redeemed by the owner or other person having the right of possession of such animal upon the presentation of proper vaccination certificate and upon the payment to the Division ~~of Humane Services~~ of:



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1. An impoundment registration fee as authorized by this Chapter to be charged when any animal is impounded.
2. A daily boarding fee as authorized by this Chapter to be charged for sheltering and feeding impounded animals; and
3. All other expenses incurred by the County in impounding in the manner provided herein.

**Article IV      Registration for Boarding or Breeding Kennels, Pet Shops, Dealers and Grooming Shops or Parlors**

**Section 205.160   Kennel Registration Required.**

- A. It is unlawful for any person to keep or maintain a boarding or breeding kennel, pet shop, grooming shop, or dealership in unincorporated St. Charles County without first obtaining a valid and maintaining a valid registration ~~therefor~~ from the Division of ~~Humane Services of St. Charles County~~.
- B. It is unlawful for any person to keep or maintain a boarding or breeding kennel, pet shop, grooming shop, or dealership in unincorporated St. Charles County without maintaining a valid and current registration from the Division for each separate physical facility requiring a registration.
- C. The County Council shall set a fee and, if required by any applicable provision of law, the voters shall approve that fee, for such kennel registration. That fee shall be assessed not upon individual animals but upon the owner or keeper of a boarding or breeding kennel, pet shop, grooming shop, or dealership. Each registration and certificate of inspection issued pursuant to this Article shall be conspicuously displayed at the establishment to which such registration and certificate were issued. The registration shall be dated and numbered and shall bear the name of St. Charles County, Missouri, and the name and address of the owner or keeper of the establishment, and the expiration date of the registration. The registration shall run for a period of one (1) year from the date of purchase. Registrants must accept delivery of registered mail or certified mail notice and provide the Division Director notice of any change of address.

**Section 205.170   Kennel Registration — Information Required**

- A. Zoning Compliance. The applicant for an original kennel registration shall present to the ~~(Deputy)-~~Director a written statement from the County Division of Planning and Zoning of the Department of Community Development ~~City's Zoning Officer~~ that the establishment of a kennel at the proposed site is not in violation of the County Division of Planning and Zoning of the Department of Community Development Ordinance ~~City's Zoning Regulations~~ or is permissible either as a legal non-conforming use or under a conditional use permit.
- B. Health Inspection. Before a boarding or breeding kennel, pet shop, grooming shop, or dealership registration may be issued by the Division ~~of Humane Services of St. Charles County~~, the Division must issue a certificate of inspection showing that said boarding and breeding kennel, pet shop, grooming shop and dealership is in compliance with Article IV, Section 205.180, 205.190, 205.200 or 205.210 herein.

**Section 205.180   Boarding And Breeding Kennels, Pet Shops, Grooming Shops And Dealerships — Inspection**

- A. Inspection. It shall be the duty of the Division ~~of Humane Services of St. Charles County~~ to make or cause to be made such inspections as may be necessary to insure compliance with this Article, Section 205.180, 205.190, 205.200 or 205.210 herein. The owner or keeper of a boarding or breeding kennel, pet shop, grooming shop or dealership shall admit to the premises, for the purpose of making an inspection, any officer, agent, or employee of the ~~St. Charles County~~ Division ~~of Humane Services at any reasonable time that admission is requested~~.
- B. Unlawful. It shall be unlawful to keep, use or maintain within St. Charles County any boarding or breeding kennel, pet shop, grooming shop, or dealership that is unsanitary, detrimental to public health and/or safety, or not in compliance with this Article,

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Section 205.180, 205.190, 205.200, 205.210 or 205.220 herein. Such unlawful conditions may be cause for revocation or denial of a kennel registration.

- C. Enforcement. Upon finding a boarding or breeding kennel, pet shop, grooming shop, or dealership to be in violation of any requirement of this Article, Sections 205.180, 205.190, 205.200, or 205.210, an officer of the Division shall issue a notice of violation. Such notice of violation shall order the owner or competent person to correct the cited violation(s) within ten (10) days. Such premises shall be re-inspected within three (3) days after the date set for correction in the notice of violation.
- D. Revocation, Notice And Appeal. The failure to correct any violation after notice shall result in revocation of the kennel registration and closure of the boarding or breeding kennel, pet shop, grooming shop, or dealership. The Division shall notify the owner or competent person in writing of the effective date of the kennel registration revocation. The notice shall also state the owner or competent person's right to request an appeal, before the Department Director, of the kennel registration revocation by submitting a written request for appeal to the Department Director within five (5) days of receiving the aforesaid notice of revocation. The request for appeal must set forth the reason(s) the kennel registration should not be revoked and include any and all mitigating information the Department Director should consider in reaching a determination and decision. The Department Director's determination and decision is final for all purposes, and there shall be no further administrative relief available.
- E. Relocation of Animals. Relocation of any or all animals may be required dependent upon the nature of the violation(s) and/or any other violations under Chapter 205. The owner or keeper of the boarding or breeding kennel, pet shop, grooming shop, or dealership shall allow the Division to obtain and verify an accurate inventory of any animals.

### Section 205.190 Conditions — Genera.

- A. Boarding or breeding kennels, pet shops and dealerships shall meet the following conditions:
1. Housing facilities shall be provided to the animals which provide adequate shelter and such shelter shall be constructed to provide protection of the animal(s) from excessive sunlight, rain, snow, wind, or other elements; shall be structurally sound and shall be maintained in good repair; shall be designed so as to protect the animals from injury; shall provide adequate control to contain the animal(s); shall restrict the entrance of other animals; shall be constructed to provide drainage to prevent the accumulation of water, mud, debris, excreta, or other materials and shall be designed to facilitate the removal of animal and food wastes. In addition, such facilities shall be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein ~~the animals, and such shall be structurally sound and shall be maintained in good repair, shall be designed so as to protect the animals from injury, shall contain the animals; and shall restrict the entrance of other animals.~~
  2. Adequate ~~Suitable~~ food, , adequate water, and bedding suitable to the age and condition of an animal, shall be provided and stored in facilities which provide ~~adequate~~ to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
  3. Provision shall be made for the removal and disposal of animal and food wastes, ~~soiled or damaged~~ bedding, dead animals, and debris. Disposal facilities shall be maintained in a sanitary condition, free from the infestation or contamination of insects or rodents or disease, and from obnoxious or foul odors.
  4. Water must be conveniently available for cleaning purposes.
  5. Sick animals shall be separated from those appearing healthy and normal and, if for sale, shall be removed from display and sale. Sick animals shall be kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
  6. There shall be a proprietor or competent person representing the proprietor ~~an employee or owner~~ on duty at all times during hours any boarding or breeding kennel, pet shop and/or dealership ~~store~~ is open whose responsibility shall be the care and welfare of the animals in that shop or department held for sale or display.
  7. A proprietor or competent person ~~an employee or owner~~ shall be present on the premises at least every twelve (12) hours to feed, water and provide the necessary cleaning of animals and birds on days the boarding or breeding kennel, pet shop and/or dealership is closed.
  8. No person, persons, association, firm or corporation shall knowingly sell a sick or injured dog, cat or other small animal.

9. No animal that is known or reasonably suspected to have a disease contagious or communicable to humans may be exposed to or offered for sale to the public.
10. No person, persons, association, firm or corporation shall misrepresent a dog, cat or other small animal to a consumer in any way.
11. At boarding and breeding facilities, provision shall be made for consultation or part-time veterinary care for the animals by formal agreement, which shall include, at a minimum a written program for veterinary care specifying the manner of the availability of veterinary care during regular hours as well as emergency, weekend and holiday care. Such program must address the need for specific monitoring of medically fragile, aged or animals less than six (6) months. The proprietor shall post or make available in writing the program for veterinary care to customers of the boarding or breeding facility.
12. Any animals with serious illness or injury shall receive prompt treatment by a licensed veterinarian, and the proprietor or competent person shall promptly notify the animal's owner of same.

#### Section 205.200 Boarding Kennels: Recordkeeping Facilities.

- A. Boarding kennel proprietors shall be required to keep the following records on file for a minimum of sixty (60) days, except in the case of a complaint by the owner of an animal, or if some other problem occurred during boarding, those records shall be kept for one (1) year, to be made available to any officer, agent, or employee of the Division upon request:
  1. A record or form which contains the following information concerning each animal boarded:
    - a. Name, address, and phone number of pet owner;
    - b. Emergency contact number;
    - c. Animal's name, age, sex, and breed;
    - d. Vaccination information, with official rabies;
    - e. Preexisting physical problems;
    - f. Medication information and instructions;
    - g. Veterinarian of the pet owner's choice;
    - h. Special feeding instructions, if needed;
    - i. Special boarding instructions, if needed;
    - j. Any additional services to be performed;
    - k. Date animal received; and
    - l. Date animal released.
  2. A daily record of the identity of the individual(s) employed by the proprietor to be the competent person responsible for the care and welfare of the animals as required by Section 205.190(A)(6), OSCCMo.
  3. A record of the daily observation by the proprietor or competent person representing the proprietor of all animals to assess their health and well-being, to document adequate food and adequate water, to identify medications (if any) and treatments (if any) given and exercise periods, such that timely and accurate information on problems of animal health, behavior, and well-being is conveyed to the attending veterinarian if needed. If the proprietor of the boarding facility has a policy on when a veterinarian is consulted, it shall be posted conspicuously at the area where owners arrive to register and drop off their animals.
  4. A record of all training and guidance given to personnel employed by the proprietor to serve as the competent person involved in the care and provision of adequate shelter, adequate care, adequate food and adequate water of the animals being boarded at the boarding kennel.

~~Boarding or breeding kennels, pet shops, and dealerships shall:~~

~~Be constructed to provide shelter from excessive sunlight, rain, snow, wind, or other elements. In addition, such facilities shall be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein.~~

~~Be constructed to provide drainage to prevent the accumulation of water, mud, debris, excreta, or other materials and shall be designed to facilitate the removal of animal and food wastes.~~

~~Be constructed with adequate walls or secure fences to contain the animals kept therein and to prevent entrance of other animals.~~

### Section 205.210 Conditions — Grooming Parlors

A. Grooming parlors shall:

1. Provide such restraining straps for the animal while it is being groomed so that such animal shall neither fall nor be hanged.
2. Not leave animals unattended before a dryer.
3. Not prescribe or administer treatment or medicine that is the province of a licensed veterinarian.
4. Not put more than one (1) animal in each cage.
5. Provide for the removal and disposal of animal and food wastes, bedding, and debris. Disposal facilities shall be maintained in a sanitary condition, free from the infestation or contamination of insects or rodents or disease, and from obnoxious or foul odors.

### Article V Additional Services Provided by the Division of Humane Services

#### Section 205.220 Additional Services Provided

A. In addition to the services required by this Chapter, the Division ~~of Humane Services of St. Charles County~~ is authorized to perform the following services upon request:

1. Taking possession of animals unwanted by their owners and brought by them to the Division;
2. Putting up for adoption unwanted animals brought to the Division by residents of St. Charles County;
3. Euthanizing animals;
4. Disposing of euthanized animals;
5. Impounding, apprehending, catching, trapping, netting, tranquilizing or treating any animal not subject to this Animal Control Ordinance, during or after normal business hours of the Division ~~of Humane Services~~.

#### Section 205.225 Feral Cat Program

A. Feral cat programs shall consist of any program that provides spay/neuter services and education for and related to only feral and community cats. Such programs shall:

1. Provide low-cost or free sterilization for feral and community cats weighing more than two (2) pounds who are at least eight (8) weeks of age;
2. Not provide sterilization services for pet cats or pet kittens;
3. Ear tip all feral and community cats for which it provides services
4. Vaccinate all feral and community cat for FVRCP and rabies; and
5. Provide educational materials and trainings on the subject of feral and community cats.

#### Section 205.230 Recovery Of Costs For Services Authorized

The Division of Humane Services of St. Charles County is authorized to recover the costs of performing the services authorized by this Article, set forth in Section 205.240.



### Section 205.235 Animal Apprehended Running At Large — Mandatory Vaccination

Any animal which is apprehended running at large may not be released to the owner-claimant without proof that the animal has been vaccinated against rabies and proof that the animal has received a microchip as required by Section 205.141. Any animal for which such proof is lacking shall be vaccinated for rabies prior to release from impoundment, or, in the alternative, the owner-claimant may present a receipt from a duly licensed Missouri veterinarian showing payment in full for a rabies vaccination.

## Article VI Fees, Penalties and Enforcement

### Section 205.240 Fees.

- A. The Division of Humane Services of St. Charles County shall charge fees for services required or requested pursuant to this Chapter as follows:

Dangerous Dog Basket Muzzle	\$20.00
Aggressive/Dangerous Dog Collar	\$20.00
Aggressive/Dangerous Dog Sign	\$10.00
Rabies Vaccination Registration — Altered	\$5.00
Rabies Vaccination Registration — Unaltered	\$10.00
Rabies Vouchers:	
Altered	\$27.00
Unaltered	\$30.00
Vaccination	\$5.00
Administration Fee	\$10.00
Administration Fee Multiples of 5 or more animals	\$30.00
Kennel Boarding (Daily Fee)	\$10.00
Medical Treatment Fee	Actual Costs
Adoption Fee:	
All Dogs, Cats, & Parrots	\$60.00
Pocket Pets	\$5.00
Cockatiels/Parakeets/Canaries	\$10.00
Rabbits & Ferrets Altered by PAC	\$30.00
Rabbits & Ferrets already Altered	\$10.00
Lizards/snakes	\$20.00
Rescue Adoption	\$30.00
Kennel Registration	\$50.00
Grooming Fee (Flea or Tick Treatment)	\$25.00
Relinquished Animals	\$20.00
Litter Relinquishment	\$35.00
Euthanasia	\$45.00
Microchips	\$10.00

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Trap Deposit:	
Cat	\$40.00
Dog	\$100.00
Cat Carrier	\$5.00
Leash	\$1.00
Disposal of Euthanized/Dead Animals	\$20.00
<del>Home</del> <del>quarantine</del> <del>monitoring fee</del>	<del>\$40.00</del>
Ash Return — Dog	\$75.00
Ash Return — Cat	\$45.00
Ash Return — Small Pet	\$25.00
Ash Return — Pot Belled Pig	\$95.00
Transport of privately owned animals	\$40.00
Service Fee for wild animal removal	\$40.00
Pickup of wild animals:	
During business hours	\$40.00
After Hours	\$100.00
Portable Coral Set Up Fee	\$150.00
Necropsy	\$100.00
Diagnostic Testing	Actual Costs

- B. The ~~St. Charles County Department of Public Health~~, Division of ~~Humane Services~~ shall charge fees, based upon their actual expenses, not to exceed the fee schedule herein set out, required or requested pursuant to the Animal Control Ordinance by instituting an "Impound Fee" with a fee schedule as follows:

<b>Running At Large Registered/Vaccinated Fees</b>	
1st Offense	\$20.00
2nd Offense	\$35.00
3rd Offense	\$50.00
4th Offense and additional offenses (per offense)	\$100.00
<b>Running At Large Not Registered/Vaccinated Fees</b>	
1st Offense	\$25.00
2nd Offense	\$50.00
3rd Offense and additional offenses (per offense)	\$100.00

- C. In addition to the fees listed in Section 205.240, the Division ~~of Humane Services of St. Charles County~~ shall charge for its expenses in impounding, apprehending, catching, trapping, netting, tranquilizing or treating any animal not subject to this Chapter.

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- D. The Division Director ~~of the Human Services of St. Charles County~~ may waive or modify a fee if they determine waiver or modification of such fee to be appropriate

### Section 205.250 Penalties

Unless otherwise set out in a Section of this Code, a violation of any provision of this Chapter is a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the St. Charles County Jail for a term not to exceed one (1) year, or by both fine and imprisonment. A separate offense shall be deemed committed on each day a violation occurs or continues.

### Section 205.260 Enforcement

Enforcement of this Chapter shall be the responsibility of the Department of Public Health and all legal shall be the responsibility of the County Counselor.