

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, APRIL 13, 2023, AT 7:00 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=aUdVRUtdRUdBTVFXeUJUMEtHbm5DZz09>

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

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

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

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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 4/13/23 at 7:00 PM******

1. CALL TO ORDER

2. ROLL CALL and DETERMINATION OF A QUORUM

A. Ald. Baker	___	Ald. Kolb	___
Ald. Clutter	___	Ald. Martiszus	___
Ald. Conley	___	Ald. Yeager	___

3. NEW DISCUSSION

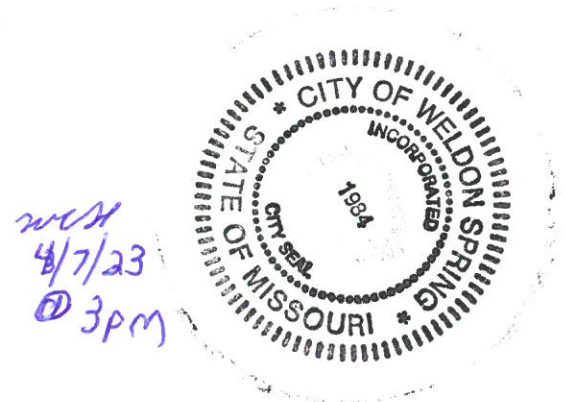
A. City Sign Code Regulations Discussion – **Alderman Clutter**

B. 04/13/23 Board Meeting Agenda Items – **Time permitting.**

4. OTHER DISCUSSION

5. ADJOURN WORK SESSION _____

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



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**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON THURSDAY, APRIL 13, 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:

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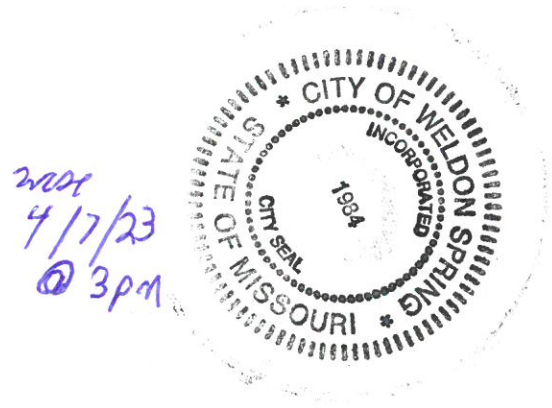
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*****BOARD OF ALDERMEN REGULAR AGENDA – 4/13/23 at 7:30 PM*****

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. CITIZENS COMMENTS**
- 5. APPROVAL OF MINUTES**
 - A. March 23, 2023 – Regular Board Meeting Minutes
- 6. CITY TREASURER'S PACKET:**
 - A. Paid Bills (March 17, 2023 – March 31, 2023)
 - B. Credit Card Bill (February 2023)
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
 - A. An Ordinance Repealing Section 505.040 known as Permitting Provisions in its Entirety & Enacting in its Place A New Section in the City of Weldon Spring, Missouri, Municipal Code & Matters Relating Thereto – **Alderman Baker**
 - B. Supplemental Agreement No.1 with Cochran Engineering (Pedestrian Crossing Evaluation & Walking Facility Improvements) – **City Administrator**
 - C. Surplus Equipment List – Sale of Equipment – **City Administrator**
- 9. REPORTS & COMMITTEES**
 - A. Public Safety Report – **SCCPD Representative**
 - B. Parks & Recreation Advisory Committee (PRAC) Report – **Alderman Martiszus**
 - C. City Administrator Report – **City Administrator**
- 10. RECEIPTS & COMMUNICATIONS**
- 11. ADJOURNMENT**



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

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
MARCH 23, 2023

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, March 23, 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*

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

Alderman Martiszus was absent. A quorum was declared.

PUBLIC COMMENTS:

There were no public comments at this time.

MINUTES

March 14, 2023 – Work Session Minutes: Alderman Clutter moved to approve the minutes from the March 14, 2023, Work Session, as written, seconded by Alderman Yeager. **Motion carried** with 5 ayes.

March 14, 2023 – Regular Board Meeting Minutes: Alderman Clutter moved to approve the minutes from the March 14, 2023, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 4 ayes. Alderman Kolb abstained from voting.

TREASURER’S REPORT

Alderman Clutter made a motion to accept the Treasurer’s packet of paid bills from March 8, 2023, to March 16, 2023, and the unpaid bills from March 15, 2023, to March 16, 2024. The motion was seconded by Alderman Yeager. **Motion carried** with 5 ayes.

Alderman Clutter had a few points for clarification purposes about the 5 Month Budget Report numbers, which were as followed:

1. The Transfer in line item (10-10-4950) in the general fund was the transfer from the reserve account to the new City's investment portfolio in the Missouri Securities Investment Program ((MOSIP) and most of that amount was the American Rescue Plan Act (ARPA) funds.
2. The City has already spent 96% of the budgeted Meal & Travel line item (10-10-5210). Alderman Clutter indicated that this line item would be addressed when the budget is amended later this fiscal year.
3. The City has already spent 86% of the budgeted amount for the consultant software line item (10-10-5324). Alderman Clutter indicated this line item might need to be adjusted when the budget is amended, but these include all the annual subscriptions, which had been paid already this fiscal year.
4. Alderman Clutter pointed out that the interest the City is receiving from the bank is exceeding the projections in all the accounts.
5. The Outside Attorney line item (22-22-5302) expenditure is already over budget for this fiscal year and will need to be revised when the budget is amended. Mr. Padella (City Administrator) added that this expenditure is associated with pending litigation involving the City.

UNFINISHED BUSINESS

Bill #1194 - An Ordinance Terminating the Mountain Farm Community Improvement District Within Weldon Spring, Missouri, Ordering the Distribution of CID Revenues; Directing the City Clerk to Report the Termination of the District to the Missouri Department of Economic Development; Directing and Authorizing City Official to Take Certain Actions Related to the Same; and Containing A Severability Clause: Alderman Yeager made a motion to approve Bill #1194 for its second and final reading by title only. Alderman Clutter seconded the motion.

On a roll call vote, the Bill #1194 was placed as Ordinance 23-03 as followed:

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

Note: A Scrivener's error was found on page 2 of the petition (under the Distribution of Assets section). The replacement of dead/dying trees along Technology Drive are from Weldon Spring Road (not parkway) to Progress Point Parkway. Since the petition cannot change, it was advised that the error is well documented in the meeting minutes.

Bill #1195 - An Ordinance Authorizing the Mayor to Execute An Intergovernmental Agreement Between St. Charles County, Missouri, and the City of Weldon Spring, Missouri, for the Use of St. Charles County Transportation Sale Tax Funds for Concrete Slab Replacement & Asphalt Streets Reconstruction: Alderman Yeager made a motion to approve Bill #1195 for its second and final reading by title only. Alderman Clutter seconded the motion.

On a roll call vote, the Bill #1195 was placed as Ordinance 23-04 as followed:

AYES: 5 – Baker, Clutter, Conley, Kolb, and Yeager

NOES: 0

ABSENT: 1 – Martiszus

Bill #1196 - An Ordinance Amending Section 110.170 of the Municipal Code of City of Weldon Spring, Missouri, Relating to Regular Meetings – Time & Place: Alderman Clutter made a motion to approve Bill #1196 for its second and final reading by title only. Alderman Yeager seconded the motion.

On a roll call vote, the Bill #1196 was placed as Ordinance 23-05 as followed:

AYES: 5 – Baker, Clutter, Conley, Kolb, and Yeager

NOES: 0

ABSENT: 1 – Martiszus

Resolution 3-14-23 - A Resolution Adopting A Procedure Regarding Notifying Elected Offices of Agenda Items and Related Information for Regular Scheduled Board Meetings: Alderman Clutter made a motion to approve Resolution 03-14-23, seconded by Alderman Yeager. **Motion carried** with 5 ayes.

NEW BUSINESS

There was no new business.

REPORTS AND COMMITTEES:

Architectural Review Commission (ACR): Alderman Clutter suggested that the Board and ARC scheduled a joint Work Session in April or May to discuss possible changes to design standards in the municipal codes. He added that the Commission is continuing their discussions on front entry garages and metal roofs on residential structures.

A brief discussion took place.

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

Alderman Clutter suggested that a Work Session is needed to be schedule to discuss possible new priorities for the Board.

Alderman Clutter told the Board that the Finance Committee will meet in the late April to review the 6-month numbers for the budget.

CLOSED SESSION:

Alderman Yeager made a motion to go into closed session according to Missouri State Statute 610.021 paragraph (1) – legal actions, cause of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body and its representatives and its attorneys - at 7:56 PM. The motion was seconded by Alderman Clutter and the **motion carried** on a roll call vote:

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

Alderman Clutter made a motion to go into open session at 8:04 PM. The motion was seconded by Alderman Yeager and the **motion carried** on a roll call vote:

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

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:05 PM and Alderman Clutter seconded the motion. **Motion carried** with 5 ayes.

Respectfully submitted,

William C. Hanks

**PAID BILLS TO BE APPROVED
MARCH 17, 2023 -- MARCH 31, 2023**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
13TH DAY OF APRIL 2023 _____, MAYOR

3/17/2023 THRU 3/31/2023 ACCOUNTS PAYABLE CLAIMS REPORT

VENDOR	REFERENCE	GL ACCT NO	AMOUNT	CHECK #	CHECK DATE
AZAR PRINTING INC	POSTAGE - NEWSLETTER	10-10-5211	\$ 1,112.36	10230128	3/28/2023
AZAR PRINTING INC	POSTAGE - NEWSLETTER	10-10-5213	\$ 557.92	10230128	3/28/2023
BRIAN THIEMANN	FIREWORKS 2023 1ST INSTALLMENT	20-20-5217	\$ 4,000.00	16693	3/28/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 261.00	10230121	3/28/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 171.40	10230122	3/28/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 25.56	10230123	3/28/2023
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	\$ 28.00	10230124	3/28/2023
CUSTOM DESIGN FENCE & DECK INC	REFUND OVERPAYMENT	10-10-4815	\$ 100.00	16690	3/28/2023
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-02-2110	\$ 118.72	9645	3/28/2023
DELTA DENTAL OF MISSOURI	EMPLOYERS DENTAL INSURANCE	10-10-5130	\$ 226.26	9645	3/28/2023
DON LICKLIDER	MILEAGE REIMB	10-10-5202	\$ 75.33	16691	3/28/2023
FICK SUPPLY SERVICE INC	10YD DYED BROWN MULCH	20-20-5450	\$ 370.02	9647	3/31/2023
GLOBE LIFE	SUPPLEMENTAL INS	10-02-2119	\$ 236.04	9644	3/28/2023
GLOBE LIFE	SUPPLEMENTAL INS	10-02-2120	\$ 18.00	9644	3/28/2023
HRGREEN	PROJ 75140032 -INDEP RD 3	22-22-5448	\$ 4,435.00	9648	3/31/2023
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET	20-20-5251	\$ 471.10	10230134	3/31/2023
MUNIWEB	WEBSITE HOSTING	10-10-5210	\$ 180.00	10230127	3/24/2023
OCCUPATIONAL HEALTH CENTER	BILL #13/5741331-1	20-20-5952	\$ 189.83	16692	3/28/2023
OCCUPATIONAL HEALTH CENTER	BILL #13/5747307-1	20-20-5952	\$ 157.50	16694	3/28/2023
ROBERT WOHLER	LEGAL FEES	10-10-5301	\$ 820.00	9646	3/31/2023
SCOTT'S POWER EQUIPMENT	COMMERCIAL MOWER	20-20-5463	\$ 8,299.17	16689	3/22/2023
VERIZON WIRELESS	MONTHLY CELL	10-02-2113	\$ 49.11	10230125	3/28/2023
VERIZON WIRELESS	MONTHLY CELL	20-20-5257	\$ 206.93	10230125	3/28/2023
VERIZON WIRELESS	CELL PHONE PARKS DEPT	20-20-5257	\$ 26.98	10230126	3/28/2023

Accounts Payable Total

\$ 22,136.23

PAID CREDIT CARD BILLS TO BE APPROVED
Mar-23

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
13TH DAY OF APRIL 2023 _____, MAYOR

BUDGET REPORT
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
GENERAL FUND						
GENERAL DEPARTMENT DEPARTMENT						
10-10-4801	FRANCHISE FEES - CHARTER	59,100.00	.00	33,266.83	56.29	25,833.17
10-10-4802	FRANCHISE FEES - CUIVRE RIVER	238,525.00	18,589.26	114,878.93	48.16	123,646.07
10-10-4803	FRANCHISE FEES - SPIRE GAS	84,500.00	11,709.97	50,038.10	59.22	34,461.90
10-10-4804	FRANCHISE FEES - AMERENUE	78,000.00	5,189.92	35,791.15	45.89	42,208.85
10-10-4805	FRANCHISE FEES-SYMMETRY ENERGY	1,500.00	.00	.00	.00	1,500.00
10-10-4806	FRANCHISE FEES - AT&T	19,000.00	.00	9,199.58	48.42	9,800.42
10-10-4814	PERMITS - GRADING	1,010.00	150.00	839.30	83.10	170.70
10-10-4815	PERMITS - LAND USE	13,125.00	1,200.00	5,150.00	39.24	7,975.00
10-10-4816	PERMITS - FIREWORKS	20,000.00	.00	4,000.00	20.00	16,000.00
10-10-4817	PERMITS - PLANNING & ZONING	5,050.00	.00	3,925.20	77.73	1,124.80
10-10-4818	PERMITS - SIGNS	510.00	215.80	997.44	195.58	487.44-
10-10-4819	PERMITS - SOLICITORS	250.00	.00	.00	.00	250.00
10-10-4831	LICENSES - BUSINESS	6,250.00	100.00	2,775.00	44.40	3,475.00
10-10-4832	LICENSES - LIQUOR	8,500.00	1,200.00	1,200.00	14.12	7,300.00
10-10-4901	INTEREST - GENERAL	1,508.00	829.95	17,192.61	1,140.09	15,684.61-
10-10-4905	CD INTEREST GENERAL	.00	.00	.00	.00	.00
10-10-4920	COVID-19 - REIMB INCOME	.00	.00	.00	.00	.00
10-10-4925	Eng/Project Invoice Payments	.00	.00	.00	.00	.00
10-10-4950	TRANSFER IN	.00	.00	1,134,052.79	.00	1,134,052.79-
10-10-4951	RECORDS/PLAN REQUEST	250.00	.00	.00	.00	250.00
10-10-4952	MISC -GENERAL-REVENUE	253.00	.00	2,131.33	842.42	1,878.33-
10-10-4960	TRANSFER OUT TO STATE REV FUND	.00	.00	.00	.00	.00
GENERAL DEPARTMENT TOTAL		537,331.00	39,184.90	1,415,438.26	263.42	878,107.26-
CODE ENFORCEMENT/COURT DEPARTMENT						
10-16-4952	MISCELLANEOUS	303.00	.00	.00	.00	303.00
10-16-4991	CRT COSTS-CLERK FEE-MUNI & E/R	3,600.00	264.00	1,690.26	46.95	1,909.74
10-16-4992	FINE-MUNI ORDN OTHER & E/R	28,000.00	1,482.00	12,381.00	44.22	15,619.00
10-16-4997	BOND FORFEITURE	.00	.00	.00	.00	.00
CODE ENFORCEMENT/COURT TOTAL		31,903.00	1,746.00	14,071.26	44.11	17,831.74
PARK IMPROVEMENT DEPARTMENT						
10-21-4850	LOT C UTILITY IMPROVEMENTS	.00	.00	.00	.00	.00
PARK IMPROVEMENT TOTAL		.00	.00	.00	.00	.00
TOTAL REVENUE		569,234.00	40,930.90	1,429,509.52	251.13	860,275.52-
10105217	INSURANCE-CYBER LIAB POLICY	.00	.00	.00	.00	.00
TOTAL		.00	.00	.00	.00	.00

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
PLANNING & ZONING DEPARTMENT						
10-08-5122	IRA RETIREMENT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	PLANNING & ZONING TOTAL	.00	.00	.00	.00	.00
GENERAL DEPARTMENT DEPARTMENT						
10-10-5101	GOVERNMENT SALARIES	7,800.00	1,950.00	3,900.00	50.00	3,900.00
10-10-5103	ADMIN. STAFF SALARIES	282,022.00	30,748.13	128,955.92	45.73	153,066.08
10-10-5104	COURT ADMIN STAFF SALARIES	.00	.00	.00	.00	.00
10-10-5110	TEMPORARY SERVICES	.00	.00	.00	.00	.00
10-10-5111	OVERTIME	.00	.00	.00	.00	.00
10-10-5123	FICA	22,768.00	2,517.69	10,278.77	45.15	12,489.23
10-10-5124	COURT FICA	.00	.00	.00	.00	.00
10-10-5126	UNEMPLOYMENT TAXES	281.00	.00	56.51	20.11	224.49
10-10-5127	LAGERS BENEFIT	13,250.00	1,662.64	7,099.72	53.58	6,150.28
10-10-5129	GLOBE LIFE SUPPLEMENT INS	.00	.00	.00	.00	.00
10-10-5130	DENTAL INSURANCE BENFITS	3,114.00	226.26	1,491.71	47.90	1,622.29
10-10-5131	LIFE INSURANCE EMP BENEFIT	2,452.00	221.50	1,307.46	53.32	1,144.54
10-10-5132	HEALTH INS BENEFIT(GROUP PLAN)	41,071.00	3,644.02	23,106.78	56.26	17,964.22
10-10-5134	MEDICARE STIPEND	2,625.00	350.00	2,100.00	80.00	525.00
10-10-5135	CITY OFFICIAL APPRECIATION	1,000.00	.00	.00	.00	1,000.00
10-10-5201	MEALS & TRAVEL	2,650.00	118.13	2,670.87	100.79	20.87
10-10-5202	CAR ALLOWANCE (MILEAGE)	2,500.00	321.49	995.15	39.81	1,504.85
10-10-5203	TRAINING & EDUCATION	3,500.00	510.00	2,058.00	58.80	1,442.00
10-10-5204	DUES & SUBSCRIPTIONS	2,650.00	.00	1,432.38	54.05	1,217.62
10-10-5205	MAYOR'S DISCRETIONARY	500.00	.00	331.69	66.34	168.31
10-10-5206	INSURANCE - PROPERTY	5,000.00	.00	4,364.00	87.28	636.00
10-10-5207	INSURANCE - LIABILITY	12,000.00	.00	4,995.00	41.63	7,005.00
10-10-5208	INSURANCE - BONDING	500.00	.00	.00	.00	500.00
10-10-5209	ECONOMIC DEVELOPMENT	5,000.00	.00	5,000.00	100.00	.00
10-10-5210	WEBSITE DESIGN & HOSTING	3,200.00	1,175.00	2,135.00	66.72	1,065.00
10-10-5211	NEWSLETTER PUBLISHING	5,000.00	1,112.36	2,114.68	42.29	2,885.32
10-10-5212	PRINTING/NON NEWSLETTER	1,000.00	.00	.00	.00	1,000.00
10-10-5213	POSTAGE - ALL	2,500.00	557.92	1,104.58	44.18	1,395.42
10-10-5214	PUBLIC NOTICES	1,818.00	120.70	671.40	36.93	1,146.60
10-10-5215	ELECTIONS	3,800.00	.00	5,017.88	132.05	1,217.88
10-10-5216	Bank Service Fees	5,400.00	266.38	2,496.41	46.23	2,903.59
10-10-5217	INSURANCE-CYBER LIAB POLICY	2,700.00	.00	2,360.00	87.41	340.00
10-10-5220	COPIER/POSTAGE MACHINE EXPENSE	750.00	.00	299.82	39.98	450.18
10-10-5223	ADVERTISEMENTS/MARKETING	6,000.00	.00	1,250.75	20.85	4,749.25
10-10-5243	CITY HALL - OFFICE SUPPLIES	2,800.00	417.05	2,787.00	99.54	13.00
10-10-5264	ROW LANDSCAPING/MAINT/SIGNS	.00	.00	.00	.00	.00
10-10-5275	ANIMAL CONTROL CONTRACT	7,346.00	.00	.00	.00	7,346.00
10-10-5280	MOSQUITO CONTROL	2,100.00	.00	184.51	8.79	1,915.49
10-10-5282	ORTHO IMAGERY CONTRACT	1,033.00	.00	.00	.00	1,033.00
10-10-5301	CITY ATTORNEY	6,500.00	1,550.00	4,280.00	65.85	2,220.00
10-10-5303	JUDGE	1,000.00	.00	900.00	90.00	100.00
10-10-5304	PROSECUTING ATTORNEY -COURT	10,000.00	.00	2,620.00	26.20	7,380.00
10-10-5305	COURT REPORTING SERVICES	.00	.00	.00	.00	.00

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
10-10-5311	CITY ENGINEER	.00	.00	.00	.00	.00
10-10-5312	PROFESSIONAL SERVICES-ENGINEER	25,000.00	.00	.00	.00	25,000.00
10-10-5313	CITY PLANNER	.00	.00	.00	.00	.00
10-10-5321	AUDITOR	12,000.00	.00	.00	.00	12,000.00
10-10-5324	CONSULTANT - SOFTWARE	13,500.00	54.99	11,074.94	82.04	2,425.06
10-10-5325	CONSULTANT - NETWORK	8,000.00	618.37	3,091.85	38.65	4,908.15
10-10-5326	CONSULTANT - RECODIFICATION	3,090.00	.00	.00	.00	3,090.00
10-10-5327	CONSULTANT - MISC	1,000.00	.00	.00	.00	1,000.00
10-10-5450	FENCE/RETAIN WALL UPGRADES	.00	.00	.00	.00	.00
10-10-5460	CAPITAL EQUIP - CITY HALL	.00	.00	.00	.00	.00
10-10-5465	CAP PROJ - ARPA FUNDING	.00	.00	.00	.00	.00
10-10-5560	NON-CAPITAL EQUIP -CITY HALL	3,500.00	.00	450.98	12.89	3,049.02
10-10-5950	TRANSFER OUT	.00	.00	.00	.00	.00
10-10-5952	MISC - GENERAL FUND	500.00	.00	.00	.00	500.00
GENERAL DEPARTMENT TOTAL		540,220.00	48,142.63	242,983.76	44.98	297,236.24

CODE ENFORCEMENT/COURT DEPARTMENT

10-16-5103	CODE/CRT ADMIN STAFF SALARIES	.00	.00	.00	.00	.00
10-16-5104	COURT ADMIN STAFF SALARIES	.00	.00	.00	.00	.00
10-16-5111	COURT - OVERTIME	.00	.00	.00	.00	.00
10-16-5122	COURT IRA RETIREMENT	.00	.00	.00	.00	.00
10-16-5123	COURT - FICA	.00	.00	.00	.00	.00
10-16-5243	OFFICE SUPPLIES - COURT	150.00	.00	626.00	417.33	476.00-
10-16-5305	COURT REPORTING SERVICES	500.00	.00	.00	.00	500.00
10-16-5306	O'FALLON MUNI COURT COSTS REBA	2,700.00	.00	.00	.00	2,700.00
10-16-5606	O'FALLON MUNICIPAL COURT	27,000.00	.00	.00	.00	27,000.00
10-16-5952	COURT/CODE ENFORCEMENT - MISC	5,326.00	.00	.00	.00	5,326.00
CODE ENFORCEMENT/COURT TOTAL		35,676.00	.00	626.00	1.75	35,050.00

EMERGENCY MANAGEMENT DEPARTMENT

10-18-5245	EMERGENCY MANAGEMENT SUPPLIES	.00	.00	.00	.00	.00
10-18-5952	MISCELLANEOUS	.00	.00	.00	.00	.00
EMERGENCY MANAGEMENT TOTAL		.00	.00	.00	.00	.00

TOTAL EXPENSES	575,896.00	48,142.63	243,609.76	42.30	332,286.24
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GENERAL TOTAL	6,662.00-	7,211.73-	1,185,899.76	7,800.96-	1,192,561.76-
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COURT BOND FUND

COURT BOND DEPARTMENT

12-12-4950	TRANSFER IN	.00	.00	.00	.00	.00
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ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
	MUNICIPAL COURT - SMC TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00
	MUNICIPAL COURT - SMC TOTAL	.00	.00	.00	.00	.00
GENERAL FUND - ESCROWS FUND						
ESCROW DEPARTMENT						
15-15-4950	ESCROW - TRANSFER IN	.00	.00	.00	.00	.00
15-15-4952	ESCROW MISCELLANEOUS INCOME	.00	.00	.00	.00	.00
	ESCROW TOTAL	.00	.00	.00	.00	.00
	TOTAL REVENUE	.00	.00	.00	.00	.00
15-15-5952	ESCROW MISC	.00	.00	.00	.00	.00
	ESCROW TOTAL	.00	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00	.00
	GENERAL FUND - ESCROWS TOTAL	.00	.00	.00	.00	.00
MUNICIPAL BUILDING & PARK FUND						
MUNICIPAL BUILDING & PARK DEPARTMENT						
20-20-4701	LOCAL SALES TAX	368,000.00	28,375.08	192,989.81	52.44	175,010.19
20-20-4702	METRO PARK DISTRICT TAX	20,000.00	5,477.41	11,189.33	55.95	8,810.67
20-20-4901	INTEREST -MUNIC BLDG & PARK	2,965.00	530.62	12,822.42	432.46	9,857.42
20-20-4905	CD INTEREST PARKS	.00	.00	.00	.00	.00
20-20-4950	TRANSFER IN	.00	.00	.00	.00	.00
20-20-4952	MISCELLANEOUS-PARKS	.00	.00	.00	.00	.00
20-20-4970	SPONSORSHIPS/PARK DONATIONS	6,500.00	.00	175.00	2.69	6,325.00
20-20-4971	PARK FACILITY RENTALS	3,500.00	575.00	700.00	20.00	2,800.00
	MUNICIPAL BUILDING & PARK TOTA	400,965.00	34,958.11	217,876.56	54.34	183,088.44
PARK IMPROVEMENT DEPARTMENT						
20-21-4800	PYMT-IN LIEU-PARK LAND DONATE	100,000.00	.00	.00	.00	100,000.00

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
	PARK IMPROVEMENT TOTAL	100,000.00	.00	.00	.00	100,000.00
	TOTAL REVENUE	500,965.00	34,958.11	217,876.56	43.49	283,088.44
EMERGENCY MANAGEMENT DEPARTMENT						
20-18-5460	COVID-19 CAP EQUIP - CITY HALL	.00	.00	.00	.00	.00
	EMERGENCY MANAGEMENT TOTAL	.00	.00	.00	.00	.00
MUNICIPAL BUILDING & PARK DEPARTMENT						
20-20-5102	STAFF SALARIES	.00	.00	.00	.00	.00
20-20-5103	PARK ADMIN STAFF SPLIT PAY	121,731.00	13,320.14	56,984.02	46.81	64,746.98
20-20-5104	PARK STAFF SALARIES	.00	.00	342.00	.00	342.00
20-20-5105	SEASONAL EMPLOYEES	.00	.00	.00	.00	.00
20-20-5122	IRA RETIREMENT BENEFIT	.00	.00	.00	.00	.00
20-20-5123	FICA EMPLOYER COST	9,312.00	1,013.87	4,363.16	46.86	4,948.84
20-20-5126	UNEMPLOYMENT TAXES	77.00	.00	14.12	18.34	62.88
20-20-5127	LAGERS BENEFIT	7,013.00	870.51	3,763.78	53.67	3,249.22
20-20-5134	MEDICARE STIPEND	.00	.00	.00	.00	.00
20-20-5203	TRAINING & EDUCATION	1,800.00	.00	.00	.00	1,800.00
20-20-5216	EVENTS IN THE PARK	4,000.00	.00	2,170.10	54.25	1,829.90
20-20-5217	FOURTH OF JULY	12,500.00	4,000.00	4,000.00	32.00	8,500.00
20-20-5218	SENIOR CITIZENS DAY	800.00	.00	.00	.00	800.00
20-20-5219	SANTA CLAUS/WINTER CHILL OUT	2,000.00	.00	492.86	24.64	1,507.14
20-20-5220	FISHING DERBY	750.00	.00	.00	.00	750.00
20-20-5231	SIGNS	3,500.00	.00	331.27	9.46	3,168.73
20-20-5232	PARK - UNIFORMS	450.00	.00	104.99	23.33	345.01
20-20-5233	BLDG - REPAIRS & MAINT	2,575.00	.00	84.58	3.28	2,490.42
20-20-5236	PARK - REPAIRS	20,000.00	150.00	857.72	4.29	19,142.28
20-20-5237	PARK EQUIPMENT-REPAIRS/MAINT	4,500.00	1,559.42	4,599.54	102.21	99.54
20-20-5239	PARK RESTROOM SERVICES	.00	.00	.00	.00	.00
20-20-5240	PARK EQUIPMENT RENTALS	7,500.00	.00	1,630.85	21.74	5,869.15
20-20-5241	CITY HALL - REPAIRS/MAINT	22,000.00	1,269.62	9,030.37	41.05	12,969.63
20-20-5243	PARKS - GENERAL SUPPLIES	2,500.00	266.28	2,069.27	82.77	430.73
20-20-5244	CITY HALL - HOUSEKEEPING	2,880.00	240.00	1,440.00	50.00	1,440.00
20-20-5250	UTILITIES - SEWER	278.00	.00	130.50	46.94	147.50
20-20-5251	TELEPHONE-INTERNET-EMAIL HOST	4,900.00	931.40	2,772.57	56.58	2,127.43
20-20-5253	ELECTRIC	6,000.00	1,102.13	3,222.75	53.71	2,777.25
20-20-5254	TRASH	2,000.00	.00	870.36	43.52	1,129.64
20-20-5255	BOTTLED WATER	325.00	38.10	187.15	57.58	137.85
20-20-5256	UTILITIES-OTHER-ALARM	192.00	.00	48.00	25.00	144.00
20-20-5257	CELL PHONE - PARKS	2,400.00	233.91	998.13	41.59	1,401.87
20-20-5260	SEWER - ANNUAL ASSESSMENT	.00	.00	.00	.00	.00
20-20-5314	PROFESSIONAL SVCS-CONSULTANT	82,000.00	10,195.00	20,412.08	24.89	61,587.92
20-20-5325	CONSULTANT - NETWORK	.00	.00	.00	.00	.00
20-20-5450	GROUNDS MAINTENANCE	2,800.00	1,265.86	1,265.86	45.21	1,534.14
20-20-5460	CAP EQUIPMENT - CITY HALL	.00	.00	.00	.00	.00
20-20-5461	CAP EQUIPMENT - MAINT BUILD	.00	.00	.00	.00	.00

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
20-20-5463	CAP EQUIPMENT - PARK	26,800.00	8,299.17	8,299.17	30.97	18,500.83
20-20-5464	CAP EQUIPMENT - PLAYGROUND	.00	.00	.00	.00	.00
20-20-5466	CAP IMPROVEMENT - PARKS(ARPA)	.00	.00	40,621.87	.00	40,621.87
20-20-5470	CAPITAL IMPROVEMENT - TRAILS	750,000.00	.00	.00	.00	750,000.00
20-20-5480	CAPITL-MUSIC STAGE/WALKING TRL	.00	.00	.00	.00	.00
20-20-5481	CAPITAL - LOG CABIN	.00	.00	.00	.00	.00
20-20-5482	CAPL-PARKS BLDG-IMP FACILITIES	.00	.00	.00	.00	.00
20-20-5490	CAP-REAL PROPERTY IMPROVEMENTS	460,000.00	.00	.00	.00	460,000.00
20-20-5550	LANDSCAPING	7,500.00	.00	.00	.00	7,500.00
20-20-5560	EQUIPMENT-CITY HALL:NON-CAPITA	1,500.00	.00	178.04	11.87	1,321.96
20-20-5563	EQUIPMENT-PARK: NON-CAPITAL	3,500.00	278.26	3,133.93	89.54	366.07
20-20-5564	EQUIPMENT - PLAYGROUND	.00	.00	.00	.00	.00
20-20-5570	TRAIL MAINT / REPAIRS	31,000.00	.00	.00	.00	31,000.00
20-20-5575	PARKS PLANNING/ENGINEERING	50,000.00	.00	.00	.00	50,000.00
20-20-5950	TRANSFER OUT	.00	.00	.00	.00	.00
20-20-5952	MISC -MUNI BLDG & PARK	500.00	1,147.43	1,349.82	269.96	849.82
	MUNICIPAL BUILDING & PARK TOTA	1,657,583.00	46,181.10	175,768.86	10.60	1,481,814.14
PARK IMPROVEMENT DEPARTMENT						
20-21-5150	LOT C SITE IMPROVE PLAN	245,000.00	.00	2,200.00	.90	242,800.00
	PARK IMPROVEMENT TOTAL	245,000.00	.00	2,200.00	.90	242,800.00
	TOTAL EXPENSES	1,902,583.00	46,181.10	177,968.86	9.35	1,724,614.14
	MUNICIPAL BUILDING & PARK TOTA	1,401,618.00	11,222.99	39,907.70	2.85	1,441,525.70
STATE REVENUE SHARING FUND						
PARK LAND DEVELOPMENT DEPARTMENT						
22-19-4701	ROADS & POLICE 1% SALES TAX	570,000.00	56,511.82	254,744.30	44.69	315,255.70
	PARK LAND DEVELOPMENT TOTAL	570,000.00	56,511.82	254,744.30	44.69	315,255.70
STATE REVENUE SHARING DEPARTMENT						
22-22-4711	MOTOR FUEL TAX	150,000.00	15,077.39	96,888.45	64.59	53,111.55
22-22-4712	MOTOR VEHICLE SALES TAX	59,740.00	4,657.74	28,114.07	47.06	31,625.93
22-22-4713	MOTOR VEHICLE FEE INCREASE	27,810.00	1,671.57	12,686.40	45.62	15,123.60
22-22-4901	INTEREST - STATE REV SHARING	.00	.00	.00	.00	.00
22-22-4950	TRANSFERS IN	.00	.00	.00	.00	.00
22-22-4952	STATE REV SHARING MISC REVENUE	.00	.00	60.60	.00	60.60
22-22-4960	TRANSFER IN FROM GENERAL FUND	.00	.00	.00	.00	.00
22-22-4994	CVC SURCHARGE MUNI & E/R	177.00	8.14	52.11	29.44	124.89
22-22-4995	POST CITY - LET MUNI	505.00	44.00	286.00	56.63	219.00

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
22-22-4996	INMATE SECURITY/OFFSET LAW ENF	.00	44.00	564.10	.00	564.10-
	STATE REVENUE SHARING TOTAL	238,232.00	21,502.84	138,651.73	58.20	99,580.27
	TOTAL REVENUE	808,232.00	78,014.66	393,396.03	48.67	414,835.97
PARK LAND DEVELOPMENT DEPARTMENT						
22-19-5305	NEW POLICE SVCS CONTRACT	270,110.00	.00	67,527.50	25.00	202,582.50
	PARK LAND DEVELOPMENT TOTAL	270,110.00	.00	67,527.50	25.00	202,582.50
STATE REVENUE SHARING DEPARTMENT						
22-22-5103	STATE REV ADMIN STAFF SALARIES	67,736.00	7,512.03	31,164.20	46.01	36,571.80
22-22-5122	IRA RETIREMENT	.00	.00	.00	.00	.00
22-22-5123	FICA	5,182.00	572.23	2,373.40	45.80	2,808.60
22-22-5127	LAGERS BENEFIT	2,888.00	357.62	1,529.00	52.94	1,359.00
22-22-5134	MEDICARE STIPEND	.00	.00	.00	.00	.00
22-22-5231	SIGNS	1,000.00	.00	.00	.00	1,000.00
22-22-5264	RIGHT OF WAY LANDSCAPING/MAINT	10,000.00	.00	.00	.00	10,000.00
22-22-5265	RIGHT-OF-WAY MOWING	13,800.00	.00	1,080.00	7.83	12,720.00
22-22-5301	CITY ATTORNEY	500.00	.00	.00	.00	500.00
22-22-5302	OUTSIDE ATTORNEY	4,000.00	43,095.95	58,545.95	1,463.65	54,545.95-
22-22-5304	LAW ENFORCEMENT	.00	.00	.00	.00	.00
22-22-5311	CITY ENGINEER	.00	.00	.00	.00	.00
22-22-5312	EXTERNAL CITY ENGINEER	1,200.00	.00	.00	.00	1,200.00
22-22-5314	PROFESSIONAL SVCS-CONSULTANT	.00	.00	3,250.00	.00	3,250.00-
22-22-5440	CITY STREETS	25,000.00	125.00	625.00	2.50	24,375.00
22-22-5442	ROAD CONSTR - WOLFRUM RD	150,000.00	.00	89,999.74	60.00	60,000.26
22-22-5445	CITY STREETS - REPAIRS	.00	.00	.00	.00	.00
22-22-5448	CITY STREETS - PHASE 3 INDEP	.00	4,435.00	4,435.00	.00	4,435.00-
22-22-5451	CITY STREETS - WSP PHASE 2	.00	.00	.00	.00	.00
22-22-5452	CITY STREETS - PHASE 4 INDEP	.00	.00	.00	.00	.00
22-22-5453	CITY ENG-SAMMELMAN CURVE	.00	.00	.00	.00	.00
22-22-5454	CITY STREETS-ST REV TO R&B FND	.00	.00	.00	.00	.00
22-22-5470	TRAILS	.00	.00	.00	.00	.00
22-22-5475	SIDEWALK	.00	.00	.00	.00	.00
	STATE REVENUE SHARING TOTAL	281,306.00	56,097.83	193,002.29	68.61	88,303.71
	TOTAL EXPENSES	551,416.00	56,097.83	260,529.79	47.25	290,886.21
	STATE REVENUE SHARING TOTAL	256,816.00	21,916.83	132,866.24	51.74	123,949.76

ROAD & BRIDGE FUND FUND

ROADS & BRIDGES DEPARTMENT

23-23-4714	ROAD & BRIDGE PROPERTY TAXES	.00	.00	.00	.00	.00
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ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
23-23-4750	Funds Received Held by County	.00	.00	.00	.00	.00
23-23-4790	ROAD AND BRIDGE TAX	242,000.00	.00	.00	.00	242,000.00
23-23-4875	ST CHAR CNTY RD BOARD GRANT	171,196.00	.00	.00	.00	171,196.00
23-23-4950	TRANSFERS IN	.00	.00	.00	.00	.00
23-23-4951	TRANSFER IN FROM ST REV SHARIN	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	ROADS & BRIDGES TOTAL	413,196.00	.00	.00	.00	413,196.00
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	TOTAL REVENUE	413,196.00	.00	.00	.00	413,196.00
23-23-5440	COUNTY FUNDED PROJECTS	.00	.00	.00	.00	.00
23-23-5445	CITY STREETS REPAIRS & MAINT	775,087.00	.00	27,811.41	3.59	747,275.59
23-23-5550	Road Expenses Paid by County	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	ROADS & BRIDGES TOTAL	775,087.00	.00	27,811.41	3.59	747,275.59
		-----	-----	-----	-----	-----
	TOTAL EXPENSES	775,087.00	.00	27,811.41	3.59	747,275.59
		=====	=====	=====	=====	=====
	ROAD & BRIDGE FUND TOTAL	361,891.00-	.00	27,811.41-	7.69	334,079.59-
		=====	=====	=====	=====	=====

INDEPENDENCE ROAD PHASE 3 FUND

		INDEPENDENCE ROAD DEPARTMENT				
24-24-5440	CITY STREETS-IND RD 3	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	INDEPENDENCE ROAD TOTAL	.00	.00	.00	.00	.00
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	TOTAL EXPENSES	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	INDEPENDENCE ROAD PHASE 3 TOTA	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====

SEWER - ESCROW FUND

		SEWER DEPARTMENT				
30-30-4854	MISC SEWER FEES	.00	.00	.00	.00	.00
30-30-4901	INTEREST - SEWER ESCROW	1,400.00	.00	.00	.00	1,400.00
		=====	=====	=====	=====	=====
	SEWER TOTAL	1,400.00	.00	.00	.00	1,400.00
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	TOTAL REVENUE	1,400.00	.00	.00	.00	1,400.00

ALID ACCOUNT BREAK EXCEPTION REPC
CALENDAR 3/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
30-30-5270	BOND DEBT REDUCTION - SEWER	.00	.00	.00	.00	.00
30-30-5272	BOND ADMINISTRATIVE FEES	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SEWER TOTAL	.00	.00	.00	.00	.00
		-----	-----	-----	-----	-----
	TOTAL EXPENSES	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SEWER - ESCROW TOTAL	1,400.00	.00	.00	.00	1,400.00
		=====	=====	=====	=====	=====
SEWER - OPERTNS & MAINT FUND						
SEWER OPS/MAINT DEPARTMENT						
33-33-5249	OPERATIONS & MAINT - SEWER	800.00	.00	.00	.00	800.00
		=====	=====	=====	=====	=====
	SEWER OPS/MAINT TOTAL	800.00	.00	.00	.00	800.00
		-----	-----	-----	-----	-----
	TOTAL EXPENSES	800.00	.00	.00	.00	800.00
		=====	=====	=====	=====	=====
	SEWER - OPERTNS & MAINT TOTAL	800.00-	.00	.00	.00	800.00-
		=====	=====	=====	=====	=====
INDEPENDENCE ROAD PHASE 4 FUND						
INDEPENDENCE ROAD DEPARTMENT						
36-36-5440	CITY STREETS-IND 4	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	INDEPENDENCE ROAD TOTAL	.00	.00	.00	.00	.00
		-----	-----	-----	-----	-----
	TOTAL EXPENSES	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	INDEPENDENCE ROAD PHASE 4 TOTA	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	Report Total	1,512,755.00-	3,482.11	202,082.28	13.36-	1,714,837.28-

Current Section 505.040 of the Municipal Code

Chapter 505. Streets, Sidewalks and Other Public Places

Article II. Construction Of Facilities In, Along, Across, Under And Over Public Rights-of-Way

Section 505.040

Permitting Provisions.

- A. Permit Requirements. Any person desiring to conduct facilities work within public rights-of-way must first apply for and obtain a permit in addition to any other building permit, license, easement or authorization required by law, unless such facilities work must be performed on an emergency basis, then the person conducting the work shall as soon as practicable notify the City of the location of the work and apply for the required permit by the third business day following the commencement of the facilities work.
1. All applications for permits shall be submitted to the City Engineer.
 2. The City Engineer shall design and make available standard forms for such applications, requiring such information as the City Engineer determines to be necessary, consistent with the provisions of this Chapter, to accomplish the purposes of this Article.
 3. Each such application shall be accompanied by payment of fees as designated in this Article.
 4. The City Engineer shall review each application for a permit and, upon determining that the applicant has authority to perform the desired facilities work and that the applicant has submitted all necessary information and has paid the appropriate fee, shall issue the permit except as provided in Subsection (A)(5).
 5. It is the intention of the City that disruption of the public rights-of-way should be minimized. Upon receipt of an application for a permit, the City Engineer shall do the following:
 - a. Evaluate the degree of excavation necessary to perform the facilities work in the right-of-way and determine whether the excavation will be more than minor in nature. If the applicant can show to the City Engineer's reasonable satisfaction that the facilities work involves any of the following:
 1. No significant disruption or damage to the public rights-of-way, or
 2. Time-sensitive maintenance; then the City Engineer shall grant the permit without delay, provided that if the permit is not issued in ten (10) business days, the aggrieved party may appeal as provided in Subsection (A)(9); and
 - b. circumstances where the City Engineer determines that there will be significant excavation of the public rights-of-way and no exemption under Subsection (A)(5)(a) or any other provision of this Section applies, the City Engineer may, consistent with the time requirements set forth in this Section and in the permit, direct permit holders performing facilities work in the same area to consult on how they may schedule and coordinate their work to accomplish the goal of this Section.

Current Section 505.040 of the Municipal Code

6. Each permit shall include projected commencement and termination dates or, if such dates are unknown at the time the permit is issued, a provision requiring the permit holder to provide the City Engineer with reasonable advance notice of such dates once they are determined; length of public rights-of-way; number of road crossings; information regarding scheduling and coordination of facilities work, if applicable, and location of facilities.
7. The City Engineer may include in permits such conditions and requirements as are reasonably necessary to protect structures and facilities in the public rights-of-way from damage and for the proper restoration of such public rights-of-way, structures and facilities and for the protection of the public and the continuity of pedestrian and vehicular traffic.
8. The City Engineer may deny a permit application for the following reasons if deemed in the public's interest:
 - a. Undisputed past due fees from prior permits,
 - b. Failure to return the right-of-way to its previous condition under previous permits,
 - c. Undue disruption to existing utilities, transportation or City use,
 - d. Area is environmentally sensitive as defined by State or Federal Statute.
 - e. Failure to provide required information, and
 - f. The applicant is in violation of the provisions of this Article

Notwithstanding the provisions of Subsections **(A)(8)(c)** and **(d)** above, the City Engineer will cooperate with the applicant to identify alternative routes which most nearly match the routes requested by applicant for the placement of facilities.

9. The applicant may appeal any final decision of the City Engineer to:
 - a. The City Administrator, which appeal shall be acted upon by the City Administrator within five (5) business days; and
 - b. If denied by the City Administrator the applicant may then appeal to the Board of Aldermen of the City, which shall consider the appeal at its next regular meeting.
10. The applicant must pay the following fees:
 - a. Any fees/escrows collected pursuant to this Section will be used only to reimburse the City for its actual incurred cost of managing the rights-of-way and will not be used to generate revenue to the City above such costs.
 - b. Fees/escrows are charged to recover the City's actual costs for an applicant's facilities work in the right-of-way, including the costs of processing permits, inspections and administration of this Article, excluding legal fees relating to the interpretation or enforcement of this Article, including all such appeals.

Current Section 505.040 of the Municipal Code

B. Applicant Subject To Other Laws, Police Power.

1. An applicant shall at all times be subject to all lawful exercise of the Police powers of the City, including, but not limited to, all powers regarding zoning, supervision of construction and control of public rights-of-way.
2. No action or omission of the City shall operate as a future waiver of any rights of the City under this Article.
3. The City shall have the maximum plenary authority to regulate applications, permits and facilities work as may now or hereafter be lawfully permissible. Except where rights are expressly granted or waived by a permit, they are reserved, whether or not expressly enumerated. This Article may be amended from time to time, and in no event shall this Article be considered a contract between the City and an applicant such that the City would be prohibited from amending any provision hereof.

Current Excavation Application

City of Weldon Spring

5401 Independence Road, Weldon Spring, MO 63304 636-441-110 Fax 636-441-8495

APPLICATION FOR EXCAVATION PERMIT

PETITIONER: _____

PERMIT NO. _____

DATE SUBMITTED _____

☐ PUBLIC ROW

☐ PRIVATE PROPERTY ☐ PLANS ATTACHED

TYPE OF WORK

☐ UTILITY ☐ WATER ☐ COMMUNICATIONS ☐ SANITARY ☐ ELECTRICAL
☐ GAS ☐ OPEN CUT ☐ BORING ☐ BOTH OPEN CUT/BORING
☐ PRIVATE ☐ DRIVEWAY / SIDEWALK ☐ OTHER (DESCRIBE BELOW)

☐ MO ONE CALL TICKET # _____

Request permission to: _____

Is approved subject to the following conditions:

1. Permit and inspection fee shall be paid to the City of Weldon Spring. **Excavation Permits are \$150.**
2. The City of Weldon Spring shall be notified 24 hours prior to commencement and completion of construction.
3. Permittee shall contact all underground utilities prior to excavation.
4. Applicant shall review and adhere to all City of Weldon Spring -Sediment and Control Ordinances.
5. A protective lane for traffic shall be provided at all times.
6. Adequate warning signs shall be installed and maintained by permittee until construction is complete.
7. All crossings must be bored if streets are paved prior to utility installation.
8. All excavation under and two feet outside the pavement shall be back filled with granular material and water jetted by a method that will prevent further settlement. All other areas may be backfilled with job excavated material shall be maintained by the contractor until the trench has completed its settlement.
9. The contractor shall maintain all settled trenches until final settlement has occurred.
10. Restore disturbed area to original condition. All graded areas need to be restored within 14 days, weather permitting.
11. Permission granted only for work in the City of Weldon Spring.
12. All new or relocated utility placements shall be installed at a minimum of 30 inches depth.
13. The petitioner has 2 years from the date this permit was issued to request their escrow be refunded. After 2 years all escrow moneys will be relinquished to the City of Weldon Spring.
14. **Proof of Insurance** with a \$1,000,000 General Liability coverage with City of Weldon Spring, 5401 Independence, Weldon Spring, MO listed as the Certificate of Holder.
15. A **ROW/Maintenance Bond** for \$10,000 or the value of the disturbed areas, whichever is greater, shall be issued by a surety acceptable to the City of Weldon Spring, and shall contain the following endorsement: "This bond may not be canceled, or allowed to lapse until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from issuer of the bond of intent to cancel or not to renew." The amount of bond based upon the value of work and potentially impacted improvements.
16. Applicant shall, at its sole cost and expense, indemnify, hold harmless, and defend the city, its officials, boards, board members, commissions, commissioners, agents, and employees, against any and all claims, suits, causes of action or proceedings, and judgements for damages or equitable relief which are caused by the acts, errors and omissions of Applicant arising out of the construction and maintenance of its Facilities.
17. Recovery by the City of any amounts under the performance bond or otherwise does not limit an Applicant's duty to indemnify the City in any way, nor shall such recovery relieve an Applicant of its obligations under a Permit or reduce the amounts owed to the City other than by the amounts recovered by the City under the performance bond, or in any respect prevent the City from exercising any other right or remedy it may have.

This permit is subject to the requirements of City of Weldon Spring Ordinance Number 01-34.

Approved by _____ Date _____ Permit Fee \$ _____

PERMIT VOID AFTER 365 DAYS UNLESS SCHEDULE PROVIDED AND APPROVED BY CITY ENGINEER

AN ORDINANCE REPEALING SECTION 505.040 KNOWN AS PERMITTING
PROVISIONS IN ITS ENTIRETY AND ENACTING IN ITS PLACE A
NEW SECTION IN THE CITY OF WELDON SPRING, MISSOURI,
MUNICIPAL CODE AND MATTERS RELATING THERETO

WHEREAS, the City has previously regulated the use of Public Right-of-Way through its ordinances and practices; and

WHEREAS, it is determined by the Board of Aldermen of the City of Weldon Spring that it is in the best interests of the City, its residents, and businesses to minimize any disruption of primary uses of Public Right-of-Way, and to minimize any damage to Public Right-of-Way; and

WHEREAS, it is further determined by the Board of Aldermen of the City of Weldon Spring that it is in the best interests of the City, its residents, and businesses to formalize the permit process and expectations, from permit applicants, to efficiently handling requests for access to and use of Public Right-of-Way.

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

SECTION 1: That Section 505.040 of the Municipal Code of the City of Weldon Spring, Missouri ("Code") shall be amended to read as follows:

Section 505.040 Permitting Provisions

A. Permit Requirements

1. No person shall conduct any excavating work within the public right-of-way without first obtaining a right-of-way permit from the City for such excavation, in addition to any other permit, license, easement, or authorization required by law.
2. All applications for permitted work in the right-of-way shall be submitted to the City Engineer. Each application must include the following information:
 - a. Any names, addresses, and telephone numbers of companies (i.e., parent company, contractor, and subcontractor) that are associated with the application and the project.
 - b. A summary explaining the purpose of the project and how long the project would affect the right-of-way.

- c. A Certificate of Insurance (COI) for each permit.
 - 1. The COI must be co-listed by the parent company, contractor, and the sub-contractor.
 - 2. The COI must identify the City of Weldon Spring, its elected officials and employees as an additional insured and as the Certificate Holder.
 - 3. The minimum coverage for Commercial General Liability is \$2,500,000 per each occurrence; however, the coverage amount may be increased by the City Administrator based on increased risk factors.
 - 4. To the extent allowed or imposed by law, the Permit holder agrees to hold harmless the City, its elected officials and employees from all liability, judgments, costs, expenses and claims growing out of injury or damages of any nature whatsoever, to any person or property arising out of performance or non-performance of said work, or existence of said improvements. The Permit holder shall carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the City its elected officials and its employees, as additional named insured.
 - 5. Plans for major utility work must be sealed by a registered professional engineer in Missouri showing what exactly is being done in the right-of-way. The plans shall show the right-of-way limits for each road where the proposed utility or other improvements will be constructed. The only work permitted by the City will be work within the right-of-way limits. Any right-of-way limits in question must be determined by a Professional Land Surveyor Licensed in Missouri.
- b. A timeline schedule for the "Large Scale Projects" shall be provided
 - 1. Large Scale Projects shall be defined as those projects encompassing a scope of work occurring adjacent to or on three (3) or more properties/lots or work consisting of 300 or more linear feet in length.
- c. A Right-of-Way/maintenance bond of \$10,000 or the value of the public improvements in the distributed area, whichever is greater.
- d. The fee is \$150.00 per permit.

3. Each Permittee shall hold no more than three (3) Excavation Permits involving active directional boring or open trench excavation at any specific time or area.
4. All permit holders for permitted work in the right-of-way shall fully restore disturbed areas with comparable or like materials and configurations as had existed prior to the start of work.
5. Each Excavation Permit shall automatically expire after 120 days but may be extended by 30 days upon written request by the Permittee, and at the discretion of the City Engineer.

B. Excavation Done Without a Permit.

1. Emergency Work.

- a. In cases where excavations must be conducted within the public right-of-way on an emergency basis, obtaining a right-of-way permit under Subsection A of this Section 505.040 prior to the excavation is not required. The person performing such an emergency excavation within public right-of-way shall immediately notify the City of the location and nature of the emergency if said excavation is performed during normal business hours. If emergency excavation must occur outside of normal business hours a message should be left with City Hall, attention City Engineer, provided, however, said person shall apply for the excavation permit required by Subsection A of this Section 505.040. for the emergency excavation by the next business day and shall comply with the requirements of this Chapter.
- b. Any person performing an emergency excavation shall make reasonable efforts to contact each public utility right-of-way user affected by the emergency excavation.

2. Except in the case of an emergency, any person who, without first having obtained the necessary right-of-way permit, who performs excavation(s) within a public right-of-way must, in addition to any penalties provided for the violation of ordinances of the City, subsequently obtain a right-of-way permit, pay double the normal fees for said right-of-way permit, deposit with the City all monies necessary to repair any damage caused by the unauthorized excavation in the public right-of-way, and comply with all of the requirements of this Chapter and of all other City ordinances.

C. Safety Requirements

1. The permit applicant must submit a traffic control plan (TCP) conforming to the Manual on Uniform Traffic Control Devices (MUTCD) for any work on,

or adjacent to, a public roadway. Traffic Control Plans for major utility work shall be sealed by a registered licensed professional engineer in Missouri.

2. No public roads may be temporarily closed or have land closures during morning (6AM – 9AM) or afternoon (3PM – 6PM) hours Monday through Friday.
3. No equipment or materials may be stored overnight on public the Right of Way.
4. All workers present within the public Right of Way must wear the proper Personal Protective Equipment (PPE) and carry identification (ID) cards available to the public upon request.
5. The permit holder will be responsible to contact and notify all police, fire, EMS and school districts impacted by any longer duration of roadway closure impeding traffic.
6. Prior to beginning work, the applicant must request from the established Missouri One-Call System, the location of all utilities on the right of way. The applicant will take every effort to assure no other utilities or improvements are impacted by the proposed utility work.
7. To ensure safety and quality control measures are manageable, no permitted work shall encompass or exceed a maximum area consisting of 2,500 linear feet of length.
8. For all underground borings:
 - a. All boring equipment shall be calibrated in accordance with the manufacturer's specifications. In addition, the calibration shall be checked at a minimum of once per day and at any time the location for the boring head is determined to be unknown during operations. Such a check shall be conducted to ensure that the equipment is correctly calibrated and functioning properly. The supervisor on duty shall keep a log on the project site indicating the performance of any calibrations or checks, including a signature verifying that the check was witnessed. This log will be made available to the City Building Inspector upon request at any time. Failure to produce confirmation and proof of calibration/checks will constitute an violation and shall be documented by the City.
9. For any land disturbance activity, the Permit holder shall install erosion and sediment control measures as necessary to prevent pollution of streams, lakes, ponds and wetlands and to prevent silt from leaving the City right of way. The

Permit holder agrees to restore vegetation with seed and mulch, sodding, or other approved methods, prior to removal of sediment control devices.

10. The City Engineer may include in permits additional conditions and requirements as are reasonably necessary to protect structures and facilities in the public rights-of-way from damage and for the proper restoration of such public rights-of-way, structures and facilities and for the protection of the public and the continuity of pedestrian and vehicular traffic.
11. Any disruption of the public right-of-way should be minimized.
12. There should be no significant disruption or damage to the public right-of-way.
13. All work covered under this permit is to be in accordance with the St. Charles County Highway Design Standards, the City of Weldon Spring Ordinances and The Manual on Uniform Traffic Control Devices (MUTCD current edition) where applicable.
14. All costs incurred due to the issuance of this permit shall be borne by the Permit holder, the Permit holder's successors, and assigns.

D. Denials and Appeals

1. The City Engineer may deny a permit application for the following reasons if deemed in the public's interest:
 - a. Undisputed past-due fees from prior permits,
 - b. Failure to return the right-of-way to its previous condition under previous permit,
 - c. Undue disruption to existing utilities, transportation, or City uses,
 - d. Area is environmentally sensitive as defined by State or Federal laws,
 - e. Failure to provide required information, or,
 - f. The permit applicant is in violation of the provisions of this Article.

2. Appeal Process

- a. The initial appeal from any permit denial shall be to the City Administrator, and the appeal shall be acted upon by the City Administrator within five (5) business days; and

- b. If denied by the City Administrator the permit applicant may then appeal to the Board of Aldermen of the City, which shall consider the appeal at its next regular Board meeting.
- c. Any vote by the Board of Aldermen must be a 2/3rds vote to approve an appeal of a denial

E. Violations

1. An permit holder shall at all times be subject to all lawful exercise of the police powers of the City, including, but not limited to, all powers regarding zoning, supervision of construction and control of public rights-of-way.
2. The obtaining of this permit does not relieve the Applicant of the responsibility for obtaining other permits required by the City of by or any other agency having jurisdiction.
3. No action or omission of the City shall operate as a future waiver of any rights of the City under this Article.
4. The City shall have the maximum plenary authority to regulate applications, permits and facilities work as may now or hereafter be lawfully permissible. Except where rights are expressly granted or waived by a permit, they are reserved, whether or not expressly enumerated. This Article may be amended from time to time, and in no event shall this Article be considered a contract between the City and an permit holder such that the City would be prohibited from amending any provision hereof.

Section 2: That any person, firm, or corporation determined to be in violation of any provision of this Ordinance shall be subject to a fine of two hundred (\$200) dollars for each day of such violation.

Section 3: That this ordinance shall be in full force and effect upon its enactment and approval.

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	_____	_____	_____
Lickliger	_____	_____	_____

Absent: _____



March 27, 2023

SUPPLEMENTAL AGREEMENT NO.1

Mr. Michael Padella, City Administrator
City of Weldon Spring
5401 Independence Rd.
Weldon Spring, MO 63304
Ph: 636-441-2110
Email: mpadella@weldonspring.org

RE: Proposal for Professional Services
Supplemental Agreement for Additional Professional Services
Pedestrian Crossing Evaluation and Design
Weldon Spring, Missouri

Dear Mr. Padella,

Thank you for giving Cochran the opportunity to submit this proposal to provide professional services for the above-referenced project. In accordance with your request, we offer the following professional services:

SCOPE OF WORK

1. **Pedestrian Crossing Evaluations:** Cochran will perform site visits to the 2 additional pedestrian crossing sites identified by the City (i.e., Intersection of Pitman Hill Rd, Towers Rd., and Northgate Lane, and Independence Rd. at Nancey Lance/Rodelle Woods) to evaluate whether new crossings are warranted or if the existing locations require updates. The crossing evaluations will be visual evaluations and be per MUTCD and AASHTO criteria. Upon completion of the evaluations, Cochran will provide the City with a report outlining our recommendations. The City can then determine how they want to proceed with the crossings.
2. **Pedestrian Crossing Topographic Surveys:** Cochran will perform the necessary field and office work necessary to prepare a Pedestrian Crossing Topographic Survey of the following areas:
 - a. A 100' x 100' strip centered at the existing crosswalk on Weldon Spring Parkway at the City Pocket Park.
 - b. A 100' x 100' strip centered at the existing crosswalk on Independence Road at Galahad Drive.
 - c. A 100' x 100' strip centered at the existing crosswalk on Independence Road at Camelot Drive.
 - d. A 180' x 180' area encompassing the intersection of Independence Parkway and Patriotic Trail.
 - e. A 150' x 150' area encompassing the intersection of Wolfrum Road and Independence/Rosemount Drive.
 - f. A 190' x 190' area encompassing the intersection of Pitman Hill Road, Towers Road, and Northgate Lane.
 - g. A 160' x 160' area encompassing the intersection of Independence Road, Nancy Lane, and Rodelle Woods Drive.

Topographic Surveys will include location of all visible existing improvements, visible and flagged utilities, and contours generated at 1 foot intervals.

Initials _____

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Street
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

Proposal- Supplemental Agreement for Additional Professional Services
Pedestrian Crossing Evaluation and Design
Weldon Spring, Missouri
March 27, 2023

3. **Trail/Walking Facility Extension Topographic Survey:** Cochran will perform the necessary field and office work necessary to prepare a Trail/Walking Facility Extension Topographic Survey of the following areas:

- a. A 100' wide strip topo centered upon Westwood Drive between Dunbarton Drive and Westwood Lane (approximately 778 L.F.).

Topographic Survey will include location of all visible existing improvements, visible and flagged utilities, and contours generated at 1-foot intervals.

4. **Trail/Walking Facility Extension Construction Documents:** Cochran will prepare construction documents for the new trail/walking facility extension improvements located at Wrenwyck Place – Westwood Drive to S. Breeze Lane, as directed by the board of alderman. The construction documents will include plans for this location as well as a project manual. The project manual will include the necessary front-end documents (i.e., instruction to bidders, bid form, owner contractor agreement, general conditions, technical specifications, etc.).

5. **Trail/Walking Facility Extension Bidding Process:** Upon completion of the construction documents and project manual, Cochran will assist the City in advertising the project for bids, responding to contractor questions, attending the bid opening, reviewing the bids, providing a recommendation to award, coordination of obtaining contracts and bonds, and attendance to a pre-construction meeting.

6. **Trail/Walking Facility Extension Construction Administration:** Cochran will provide limited Construction Administration for the project including:

- a. Manage construction contract schedule and prepare punch list items to be corrected or completed at the substantial and final completion stages of the work. (Eight (8) site visits are included; 32 hours).
- b. Review three (3) pay requests for completeness submitted by the Contractor and make recommendations for payments.
- c. Establish and process job control documents including:
 - i. Contractor's Request for Information.
 - ii. Construction Change Order Request.

7. **Trail/Walking Facility Extension Construction Inspection & Material Testing:** Cochran will perform concrete testing only. (Assuming 4 days of paving).

SERVICES NOT INCLUDED:

- 1. ALTA/NSPS Land Title Surveys
- 2. Property Boundary Survey/Information
- 3. Platting Services
- 4. Easement Survey
- 5. Right of Way and Easement Survey/Document Preparation
- 6. Right of Way and Easement Acquisition
- 7. Retaining Wall Design
- 8. Geotechnical/Environmental Services
- 9. Public Meetings
- 10. Research and Recording Fees
- 11. Construction Staking Services

Initials _____

Proposal- Supplemental Agreement for Additional Professional Services
Pedestrian Crossing Evaluation and Design
Weldon Spring, Missouri
March 27, 2023

CLIENT'S RESPONSIBILITY:

1. The Client shall submit to Cochran all Record Plats, Surveys, Easements and Legal Descriptions, within their possession, regarding the subject properties prior to the commencement of the Topographic Survey.
2. The Client shall submit to Cochran a current Fee of Record and a Title Report/Commitment/Policy, along with copies of all Schedule "A", "B", and "B2" documents regarding the subject property, prior to the commencement of the Topographic Survey.
3. The Client shall be responsible for obtaining Cochran unrestricted access to the subject property prior to the commencement of the Topographic Survey and during the course of said survey until project completion.

FEE:

The total amount of fees to be paid for the additional professional services outlined in this supplemental agreement shall be as follows:

- | | |
|--|---|
| 1. Pedestrian Crossing Evaluation | \$ 1,400.00 |
| 2. Pedestrian Crossing Topographic Surveys (a-g) | (no additional charge from original contract) |
| 3. Trail/Walking Facility Extension Topographic Survey | \$ 1,650.00 |
| 4. Trail/Walking Facility Extension Construction Documents | \$10,020.00 |
| 5. Trail/Walking Facility Extension Bidding Process | \$ 1,680.00 |
| 6. Trail/Walking Facility Extension Construction Administration | \$ 8,860.00 |
| 7. Trail/Walking Facility Extension Construction Inspection & Material Testing | \$ 9,491.00 T&E NTE |
- Any tasks in addition to those specifically described above, including meeting time, construction coordination/administration, construction inspection, site visits, construction observation reports, etc. will be billed as extras on a time and materials basis.
- Reimbursable Expenses - Mileage, administrative, research, records, recording fees, application processing, courier, in-house and out-of-house printing charges, postage/shipping, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses are estimated to be \$250.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

Initials _____

Proposal- Supplemental Agreement for Additional Professional Services
Pedestrian Crossing Evaluation and Design
Weldon Spring, Missouri
March 27, 2023

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-332-4574.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



Nathan Buehrle
Project Manager
Cochran

Acceptance:

City of Weldon Spring

By: _____

Title: _____

Date: _____

Attachments: Charge-Out Rates
Cochran Standard Terms & Conditions

Proposal- Supplemental Agreement for Additional Professional Services
Pedestrian Crossing Evaluation and Design
Weldon Spring, Missouri
March 27, 2023

2023 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2023, these rates will apply to all projects
performed on a Time & Expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 200.00
Division Director	\$ 185.00
Managing Engineer	\$ 170.00
Project Manager 1	\$ 160.00
Project Manager 2	\$ 150.00
Engineer 1	\$ 140.00
Engineer 2	\$ 130.00
Engineer 3	\$ 115.00
Engineer 4	\$ 105.00
Engineer 5	\$ 95.00
Managing Surveyor	\$ 150.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 120.00
Surveyor 3	\$ 110.00
Senior Manager	\$ 110.00
Registered Geologist	\$ 125.00
Administrative Support	\$ 60.00
Field Manager	\$ 75.00
Engineering Tech/Inspector	\$ 70.00
MoDOT Technician	\$ 60.00
Senior Drafter	\$ 115.00
Drafter/Survey Tech 1	\$ 105.00
Drafter/Survey Tech 2	\$ 95.00
Drafter/Survey Tech 3	\$ 85.00
Drafter/Survey Tech 4	\$ 70.00
One Man Survey Crew	\$ 120.00
Two Man Survey Crew	\$ 180.00

Initials: _____

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

Initials: _____

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract that are not resolved by mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. If the parties have to arbitrate their dispute, the prevailing party is entitled to recover attorney's fees and costs. Arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**