



**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON TUESDAY, JUNE 14, 2022, AT 7:30 P.M.
WELDON SPRING CITY HALL
5401 INDEPENDENCE ROAD
WELDON SPRING, MISSOURI 63304**

******TENTATIVE AGENDA******

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

Link to join Zoom Video-Conference Meeting:

<https://us02web.zoom.us/j/85665879998?pwd=Uk5weFl2cEhNM3ZsZUpLbStoSElzd09>

Meeting ID: 856 6587 9998

Password: WS.BOA

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

Meeting ID: 856 6587 9998

Password: 225258

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This notice was posted at 5401 Independence Road on 6-10-22 at 2:00pm by W C HANSEN.

****AGENDA****

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL and DETERMINATION OF A QUORUM**
4. **LEGISLATIVE PRESENTATION**
 - A. John Wiemann, Missouri State Representative – End of the Session Report
5. **CITIZENS COMMENTS**
6. **APPROVAL OF MINUTES**
 - A. May 24, 2022 – Special Board Work Session Minutes
 - B. May 26, 2022 – Regular Board Meeting Minutes
7. **CITY TREASURER REPORT**
 - A. Paid Bills (May 20, 2022 – June 6, 2022)
8. **UNFINISHED BUSINESS**
9. **NEW BUSINESS**
 - A. New Perspective of Weldon Spring Presentation – Chris Buday, Boldt Capital, LLC
 - B. An Ordinance Granting a Conditional Use Permit for Weldon Spring RE, LLC, to Allow A Nursing & Residential Care Facility in a “PC” Planned Commercial Zoning District on a Certain Tract of Land Located at 400 Siedentop Road in the City of Weldon Spring, Missouri – **Alderman Yeager**
 - C. An Ordinance Approving the Area Plan for New Perspective of Weldon Spring – **Alderman Yeager**
 - D. An Ordinance of the City of Weldon Spring, Missouri, to establish a Procedure to Disclose Potential Conflicts of Interest & Substantial Interests for Certain Officials – **Alderman Kolb**
 - E. An Ordinance of the City of Weldon Spring, Missouri, Authorizing the Mayor to Execute A Cooperation Agreement Between the County of St. Charles and the City of Weldon Spring, Missouri, for Participation in the Community Development Block Grant Program for Fiscal Years 2023 Through-2025 – **Alderman Clutter**
 - F. Liquor License Renewals – **City Clerk**
 - Los 3 Compadres - 1052 Wolfrum Road
 - QT - 5905 S Hwy 94
10. **REPORTS & COMMITTEES**
 - A. PRAC – **Alderman Martiszus**
 - B. City Administrator Report – **City Administrator**
 - C. City Attorney Report
11. **RECEIPTS & COMMUNICATIONS**
12. **ADJOURNMENT**



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This notice was posted at 5401 Independence Road on 6-10-22 at 2:30 by W C Huber.

CITY OF WELDON SPRING
BOARD OF ALDERMEN SPECIAL WORK SESSION
MAY 24, 2022

CALL TO ORDER: A Work Session of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, May 24, 2022, at approximately 6:00 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 6:32 PM by Mayor Licklider.

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

BUSINESS FOR DISCUSSION:

Strategic Planning: Mayor Licklider opened the discussion for the City future initiatives. Mr. Padella (City Administrator) made a spreadsheet with several possible projects prior to the Work Session to aid the continuing discussions about the strategic plan. The first part of the meeting included lengthy discussions about the future of Old Wolfrum Road to address safety concerns, economic development challenges for the High-Tech Office (Zoning District) corridor along Interstate 64, and future improvements to Meadows Parkway.

There was a discussion on hiring consultants to conduct studies on several possible future projects, such as sewer extension to the High-Tech Office (Zoning District) corridor, westbound access to Interstate 64 from Technology Drive, and updating the Comprehensive Plan. Alderman Baker responded that the City is wasting money to have studies completed. He added that he believes that the City doesn't need to pay consultants to tell the City what to do. Alderman Clutter stated that the City should only consider projects that would directly benefit the residents.

Next, there were lengthy discussions about the current draft of the Parks Master Plan, priorities by the Park & Recreation Advisory Committee (PRAC), and the future park on Lot C off Siedentop Road.

Then, there was a lengthy discussion about policing. Mr. Padella stated that he had included a memo of understanding for policing service. He wanted the Board feedback before sending the memo to the county and other municipalities in June to explore other policing opportunities for the City.

Toward the end of the Work Session, Mr. Padella handed out a report to the Board, which was created by the City Engineer, that explain in detail the conditions of the culvert pipes on old Wolfrum Road. He added that this is an action item for the Board meeting on May 26, 2022. A brief discussion took place.

The Work Session was adjourned at 8:56 PM.

Respectfully submitted,

William C. Hanks, City Clerk

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
MAY 26, 2022

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, May 26, 2022, at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Donald Licklider called the meeting to order at 7:30 PM.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

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

Ward 1:	Alderman Clutter	Alderman Yeager
Ward 2:	Alderman Conley	Alderman Kolb
Ward 3:	Alderman Martiszus	Alderman Baker

A quorum was declared.

PUBLIC COMMENTS

There were no public comments at this time.

MINUTES

April 10, 2022, Board Minutes -- Alderman Baker moved to approve the minutes from May 10, 2022, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 6 ayes. Alderman Clutter abstained from voting.

TREASURER'S REPORT

Alderman Baker made a motion to accept the Treasurer's packet of paid bills from May 4 2022, to May 20, 2022. The motion was seconded by Alderman Yeager. The **motion carried** with 6 ayes.

UNFINISHED BUSINESS:

There was no unfinished business at this time.

NEW BUSINESS:

2022 Liquor License Renewals: Alderman Clutter made a motion to renew the liquor licenses for Breeze Park (600 Breeze Park Drive), Circle K #1646 (5952 S Hwy 94), El Rancho Nuevo (804 O'Fallon Road), Mad Dog & Cat's (1005 Wolfrum Road), Persimmon Woods (6401 Weldon Spring Parkway), and Walgreens #6059 (1003 Wolfrum Road). The motion was seconded by Alderman Martiszus. **Motion carried** with 6 ayes.

Strategic Planning & Prioritization: Review of Goals/Objectives: It was decided that the top priorities for 2022 are:

1. Pursue a Minor Arterial Streets Intersection/Pedestrian Crossing Traffic Study/Analysis for potential safety enhancements.

2. Research feasibility for EWG grant to enhance Meadows Parkway by adding walking trail and removing FHSD gate (contingent upon FHSD and private owners' support).
3. Survey the City's neighborhoods or Homeowner Associations (HOAs) to learn which have a single trash hauler and satisfaction level.
4. Stack facility park projects together as one major project (i.e. Large Pavilion & Restrooms with Amphitheater next to Lake in Weldon Spring City Park)
5. Finalize development plan for Lot C, which is 2.4-acre pocket park along Siedentop Road, obtain site engineering and scope of work for bidding in 2022 with construction planned for 2023.
6. Exploring opportunities to enhance and expand policing services
7. Exploring opportunities to outsource municipal court operations

Alderman Clutter suggested a discussion with the Park & Recreational Advisory Committee (PRAC) about the pocket park development on Lot C is needed because he voiced his concerns with the level of importance shown by PRAC for this priority. A brief discussion took place.

Policing Services: Expanded Scope & Options Discussion: Mr. Padella (City Administrator) talked about the Memo of Understanding, which a copy can be found in the meeting packet. There was a discussion on several topics, such as the level of reporting, Board and police line of communication, flock cameras, and 911 dispatch rerouting if the City does switch policing services jurisdiction. Mr. Padella informed the Board that he will finalize the Memo of Understanding and send it out to the County and local municipalities for responses. He added that he hopes to get results back by the 2nd Board meeting in June.

Back Wolfrum Rd. Culvert Pipe Report & Summary from City Engineer: Alderman Baker made a motion to engage in engineering design services for the replacement of the two large 60" culverts on back Wolfrum Road which are showing signs of deterioration. Construction replacement would be targeted for spring of 2023 and all the smaller culvert pipes on back Wolfrum Rd. would be submitted to St. Charles County (SCC) Highway Department for replacement as time permits, between now and 2023. The motion was seconded by Alderman Clutter. **Motion carried** by a vote of 5 to 1. Alderman Martiszus voted no.

After the vote, Alderman Kolb asked Alderman Martiszus why he voted no. Alderman Martiszus responded by saying he was concerned that the City could be spending more of its own money as opposed to taking the time to plan and pursue grant opportunities to address multiple issues on back Wolfrum Road that would intern reduce the City's direct costs.

Walking Trail Maintenance: Bid Results & Award: Alderman Martiszus moved to accept the low bid from St. Louis Sealing & Striping in the amount of \$8,402.00 for the 2022 Asphalt Walking Trail Maintenance along Independence Road and Weldon Spring Parkway, seconded by Alderman Clutter. **Motion carried** with 6 ayes.

REPORTS AND COMMITTEES:

Planning & Zoning (P & Z) Commission: Alderman Martiszus stated that the Planning & Zoning Commission will have a meeting on June 6, 2022, to consider the Conditional Use Permit application and the Area Plan for New Perspective of Weldon Spring, which is the proposed Nursing & Residential Care Facility development at 400 Siedentop Road.

Architectural Review Commission (ARC): Alderman Clutter asked the Board if they had any topics that they would like to discuss with ARC at a future joint session Work Session. The

consensus is the Board wants to learn more from ARC about the appeal process and the front façade percentage on new construction, so they are on the same page with ARC.

Mayor Licklider stated to the Board that he selected Larry Halbrook to continue to serve as Chairman for ARC.

Parks and Recreation Advisory Committee (PRAC): With staffing issues, there was a discussion about the mowing and maintenance at the Weldon Spring City Park.

Alderman Clutter made a motion to approve Mayor Licklider's appointment of Mike Baue to the Parks & Recreation Advisory Committee (PRAC), seconded by Alderman Kolb. **Motion carried** with 6 ayes.

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

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:24 PM and Alderman Clutter seconded the motion. **Motion carried** with 6 ayes.

Respectfully submitted,

William C. Hanks
City Clerk

**PAID BILLS TO BE APPROVED
MAY 20, 2022 -- JUNE 6, 2022**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
14TH DAY OF JUNE, 2022 _____, MAYOR

5/20/2022 -- 6/6/2022

ACCOUNTS PAYABLE CLAIMS REPORT

VENDOR	REFERENCE	GL ACCT NO	AMOUNT	CHECK #	CHECK DATE
BANKCARD SVCS - CENTRAL BANK	MEETING LUNCHEONS	10-10-5201	79.97	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	MCMA / MIML TRAINING	10-10-5203	210.00	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	STL POST DISPATCH RENEWAL	10-10-5204	48.36	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	CERTIFIED MAIL	10-10-5213	7.58	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	PICTURE FRAMES/LIGHT BULBS	10-10-5243	18.02	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	EMPLOYEE CREDIT CARD EXPENSES	10-10-5324	202.89	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	EMPLOYEE CREDIT CARD EXPENSES	20-20-5232	159.99	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	ALUMINUM LANDSCAPING/4 HOSES	20-20-5236	139.90	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	DIESEL EXHAUST FLUID	20-20-5237	19.99	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	LOCKSMITH/UNDERSINK FILTER	20-20-5241	445.54	51129379	5/20/2022
BANKCARD SVCS - CENTRAL BANK	GLOVES/JOINT TAPE/KNEE PADS	20-20-5243	96.22	51129379	5/20/2022
BRANDI DUNCAN	REFUND-FIELD REVERSATION	20-20-4971	325.00	16576	5/31/2022
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	20-20-5244	240.00	51129384	6/6/2022
CENTRAL BANK OF ST LOUIS	ACCOUNT ANALYSIS FEE	10-10-5216	430.87	51129382	6/4/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	152.14	51129374	6/1/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	131.00	51129375	6/1/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	27.98	51129376	6/1/2022
CUIVRE RIVER ELECTRIC	MONTHLY ELECTRIC	20-20-5253	24.00	51129377	6/1/2022
DELTA DENTAL	EMPLOYEE'S INSURANCE PORTION	10-02-2110	38.54	9464	5/23/2022
DELTA DENTAL	EMPLOYER'S INSURANCE PORTION	10-10-3513	152.42	9464	5/23/2022
DON LICKLIDER	MILEAGE REIMB	10-10-5202	45.05	16578	6/1/2022
INCREDIBLE ENGRAVINGS	NAME PLATE	10-10-5243	22.58	9465	5/31/2022
JEFFREY SANDCORK	MUNI JUDGE	10-10-5303	300.00	16579	6/1/2022
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-02-2110	1.32	51129381	6/2/2022
KANSAS CITY LIFE INS CO	GROUP LIFE INS	10-10-5131	93.73	51129381	6/2/2022
KEVIN CARROLL	BRUSH HOGGING/SIEDENTOP RD	20-20-5450	300.00	9467	6/1/2022
LASHLY & BAER, P.C.	MUNI PROSECUTING ATTY	10-10-5304	800.00	9468	6/1/2022
METROPARK COMMUNICATIONS	TELEPHONE/INTERNET	20-20-5251	460.14	51129380	6/1/2022
MICHAEL PADELLA	LUNCH/CAPITAL BLDG	10-10-5201	19.70	16582	6/3/2022
MICHAEL PADELLA	MILEAGE	10-10-5202	482.16	16582	6/3/2022
MICHAEL PADELLA	4 CASES BOTTLED WATER	10-10-5243	15.96	16582	6/3/2022
MO EMPLOYERS MUTUAL	WORKER'S COMP MEM0206949-18	10-10-5207	6,326.00	51129372	5/23/2022
MUNIWEB	WEBSITE HOSTING	10-10-5210	180.00	51129371	5/26/2022
PURITAN SPRING WATER	BOTTLE WATER	20-20-5255	35.91	51129383	6/6/2022

REPUBLIC SERVICES	TRASH SERVICE	20-20-5254	110.37	9466	5/31/2022
ROBERT WOHLER	LEGAL FEES	10-10-5301	290.00	9470	6/1/2022
ST CHARLES COUNTY MUNI LEAGUE	MEMBERSHIP DUES 2022	10-10-5204	750.00	16581	6/1/2022
ST CHARLES IT	IT SERVICES	10-10-5325	618.37	9471	6/1/2022
VERIZON WIRELESS	MONTHLY CELL	10-02-2113	49.15	51129378	6/1/2022
VERIZON WIRELESS	MONTHLY CELL	20-20-5257	135.20	51129378	6/1/2022
VERIZON WIRELESS	CELL PHONE PARKS DEPT	20-20-5257	5.89	51129373	5/31/2022
WEX BANK	FLEET GAS CARD	20-20-5237	104.83	9472	6/6/2022
Z. MITCHELL JORDAN	BTL WATER/COFFEE/TP/TOWELS	10-10-5201	158.28	16580	6/1/2022
Z. MITCHELL JORDAN	MILEAGE REIMB	10-10-5202	16.56	16580	6/1/2022
Accounts Payable Total			\$ 14,271.61		



CITY OF WELDON SPRING

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

STAFF REPORT

To: Planning & Zoning Commission

Date: 04/25/2021

From: City of Weldon Spring Staff

Subject: New Perspective of Weldon Spring CUP Request for a Nursing and Residential Care Facility

Cc: Mayor Don Licklider, City Administrator Michael Padella, City Clerk Bill Hanks, City Planner Steve Lauer, City Engineer Bill Schnell & City Attorney Bob Wohler

Staff has reviewed an application submitted by "**Weldon Springs RE, LLC**" requesting a Conditional Use Permit (CUP #22-0020) to allow a Nursing and Residential Care Facility (New Perspective of Weldon Spring) at 400 Siedentop Road for compliance with the City's Zoning Regulations and present the following report for your review and consideration.

PROJECT SUMMARY:

Existing Zoning:

- "PC" Planned Commercial

Proposed Use:

- According to Section 405.110 "PC" Planned Commercial Zoning District Regulations and the Land Use Table (Appendix A) Nursing & Residential Care Facilities are permitted as a conditional use. (See also NAICS Code: 62)

-

Area:

- Parcel 1 – 5.99 acres
- Parcel 2 - 0.99 acres

Adjacent Zoning:

- North – “RS-1” (Persimmon Woods Golf Club)
- South – Siedentop Road
- East – “RS-1/2” (Faith Church)
- West – “RS-1/2” (Vacant)

The contact purchaser, Boldt Capital, LLC serving as or acting on behalf of the owner, Ronald & Kathleen Vogt, has submitted a Conditional Use Permit Application for a business that will include congregate care (independent) living units, and assistant living/memory care units.

REGULATORY COMPLIANCE SUMMARY

- 1) The following section of the Code of Ordinances of the City of Weldon Spring would regulate the performance standards for Nursing and Residential Care Facilities:

Section 405.225 (E) Performance Standards for Conditional Uses

Nursing and Residential Care Facilities may be allowed in the "PR," and "PC" zoning districts based on the following criteria:

1. Shall be on a site of at least five (5) acres.
2. The density of development (for apartment-type units) within a Nursing and Residential Care Facility shall not exceed fifteen (15) dwelling units per acre. Living units with cooking facilities shall count as one (1) dwelling unit and living units without cooking facilities shall count as two-thirds (2/3) of a dwelling unit for purposes of calculating the density of development.
3. Nursing and Residential Care Facilities shall be primarily residential in character; however, for Assisted Living, Congregate Care, Residential Care, & Skilled Nursing Facilities, centralized eating facilities for residents of the facility, medical facilities and similar uses associated with the long- or short-term care of patients may be included.
4. An accessible elevator is required for structures with two or more floors.
5. In compliance with other additional reasonable requirements designed to protect the safety and general welfare of adjoining landowners and other residents of the City.

- 2) According to Article VIII, Off-Street Parking and Loading, the following restrictions apply:

- A. Off-street parking shall be provided pursuant to the City Code (Section 405.295), which includes the following requirements.

1. Senior housing facilities: Provide one (1) parking space per dwelling unit.
2. Assisted Living, Residential Care, & Skilled Nursing Facilities (Uses Within NAICS

Code 623): Provide one (1) parking space for every five (5) beds plus one (1) space for every one (1) employee on the maximum shift.

3. Congregate Care Facility: Provide one (1) parking space per dwelling unit.

B. Lighting of the parking area shall conform to the requirements of the City Code.

Generally, lighting shall not cast onto adjacent properties or rights of way.

- 3) According to the "PC" Planned Commercial District regulations, in the Land Use Table a Nursing and Residential Care Facility are permitted as a Conditional Use. In accordance with Article IX: Conditional Use Regulations, notice of the public hearing was made in the local newspaper with general circulation on April 15, 2022, and April 22, 2022, and mailed to all owners within 500' of the subject site on April 14, 2022, and public hearings were scheduled for the May 2, 2022, Planning Commission Meeting and the May 10, 2022 Board of Aldermen Meeting. After the public hearing, the Planning and Zoning Commission shall review the application based on evidence presented during the public hearing. Consideration should be given to the effect of the requested use on the health, safety, morals and general welfare of the residents of the area in the vicinity of the property in question and the residents of the City generally.

In considering the conditional use, the Planning and Zoning Commission shall also consider the following standards and ensure the Commission's response to each is in the affirmative.

1. Whether the proposed conditional use is consistent with the City's Comprehensive Plan and will not impede normal orderly development of the neighborhood.

Yes. The Comprehensive Plan designates the subject site as Old Town, which is intended for limited residential, retail, office, commercial services, hospitality and entertainment, parks and institutional uses.

2. The compatibility with surrounding uses and compatibility with the surrounding neighborhood, including any substantial impact on property values.

Yes. The site has been vacant and used for agricultural purposes. The surrounding properties on Siedentop Road and Weldon Spring Road are being used as a church (Faith Church of Weldon Spring), multi-family dwellings (The Trace Apartments), vacant ground to the west, a future City Park across the street, and a golf course (Persimmon Woods Golf Club) to the north. The improvement of this site for a nursing and residential care facility would not have any negative impact on property values. This use will have limited impact on the school district, yet grow the city population as well as attract visitors to the City who will purchase fuel and other retail items.

3. The comparative size, floor area, mass and general appearance of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.

Yes. The proposed building. Which has a maximum of three (3) floor levels, would be consistent with the adjacent Trace Apartments, which also contains three (3) story buildings.

4. The amount of traffic movements generated by the proposed use and the relationship to the amount of traffic on abutting streets and on minor streets in the surrounding neighborhood in terms of the street's capacity to absorb the additional traffic and any significant increase in hourly or daily traffic levels.

Yes. The vehicular trip generation study completed by Civil & Environmental Consultants, Inc. (CEC) is acceptable as the hourly peak trip generation is less than fifty (50) trips.

5. The added noise level created by activities associated with the proposed use and the impact of the ambient noise level of the surrounding area and neighborhood.

Yes. The use would be almost housed completely inside the building. The closest single-family residence is over 400 feet from the proposed nursing and residential care facility. The current number of off-street parking spaces would be one hundred (100). Some ambient noise would be generated by in the parking lot and the residents that go outdoors; however, noise levels would not be anticipated to create a nuisance.

6. The impact of night lighting in terms of intensity, duration and frequency of use as it impacts adjacent properties and in terms of presence in the neighborhood.

Yes. Lighting would be restricted to not create a negative impact on adjacent properties.

7. The impact of the landscaping of the proposed use in terms of landscaped areas, buffers and screens.

Yes. A concept Landscape plan shall be prepared. The Planned Commercial (PC) Zoning District states:

Green Space: At least thirty-five percent (35%) of the site shall consist of high-quality landscaping, pedestrian-ways, outdoor gathering areas, buffering, and preserved natural woodlands, creeks, and topography.

Buffer Yards: Twenty-five (25) feet when abutting a tract of land being used or zoned for single-family purposes in accordance with Section 405,250(E).

Section 405,250(E)(5) - Sites Abutting Residentially Zoned Property: Any site in a non-residentially zoned district that abuts a single-family zoning district or a single-family use in a "PR" District shall provide a buffer yard adjacent to such single-family zoned or used property. Buffer yards shall be at least twenty (20) feet in width and devoted entirely to landscape material, including trees, bushes, grasses, fences, walls and berms.

8. The potential for the proposed use to remain in existence for a reasonable period of time and not become vacant or unused. Consideration should also be given to unusual single purpose structures or components of a more temporary nature.

Yes. With the increasing number of elderly citizens that are in need of nursing and residential care, the demand for these types of facilities will only increase in the future. According to the Health & Human Service Department (HHS), an estimated sixty-nine percent (69%) of Americans will require long-term care services at some point in their

lives for an average of about three (3) years. By the year 2030, 1 in 5 Americans is projected to be 65 years old and over. As the number of seniors in Missouri grows so will the demand for quality long term care.

9. Whether there are any facilities near the proposed use (such as schools or hospitals) that require special protection.

Yes. Schools and hospitals would not require special protection from a nursing care facility. It is advantageous to have a hospital that is as close as Progress West to provide emergency medical care as it is needed.

According to Article IX, No conditional use permit shall be recommended by the Commission if the written findings of fact do not respond favorably to each of the aforementioned standards. Additional items that must be addressed is the aisle width on the side of the building and the requirement for additional off-street parking spaces.

The following conditions are recommended for Conditional Use Permit #22-0020:

1. The entrances on Siedentop Road will need to be aligned with the future Weldon Spring Park entrances.
2. An area plan must be submitted to the City of Weldon Spring and be approved for the site.
3. The facility must be licensed to operate as an Long Term Care Facility by the Missouri Department of Health & Senior Services.

ACTION

After considering the evidence provided during the public hearing, the opinions of law, and findings of fact, the Planning Commission shall make a motion to approve, approve with conditions or deny the Conditional Use Request. A written description responding to each of the nine (9) finding of fact shall be provided and referenced in the Planning Commission's motion.

The Planning Commission shall provide their report and recommendation to the Board within ninety (90) days of the close of the Public Hearing. If the Planning and Zoning Commission fails to file said report and recommendation with the Board of Aldermen within ninety (90) days, the application shall be forwarded to the Board of Aldermen with a favorable recommendation.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR
WELDON SPRING RE, LLC, TO ALLOW A NURSING & RESIDENTIAL CARE FACILITY
IN A "PC" PLANNED COMMERCIAL ZONING DISTRICT ON A
CERTAIN TRACT OF LAND LOCATED AT 400 SIEDENTOP
ROAD IN THE CITY OF WELDON SPRING, MISSOURI

WHEREAS, Ronald K. & Jeanette R. Vogt are the owners of a tract of land (6.98 acres) located on Siedentop Road (400 Siedentop Road) as described in the attached "Exhibit A"; and

WHEREAS, Weldon Springs, RE LLC, came to a contractual real estate purchase agreement with Ronald K. & Jeanette R. Vogt to purchase the said tract of land at 400 Siedentop Road"; and

WHEREAS, on March 24, 2022, the concept plan was found to be acceptable by the City Planner and City Engineer, which is a condition of granting the Conditional Use Permit; and

WHEREAS, Faeq Hussain, with Boldt Capital, LLC & Weldon Springs, RE LLC, has filed a request for a Conditional Use Permit on April 8, 2022, to allow a Nursing and Residential Care Facility to be known as New Perspective of Weldon Spring in a "PC" Planned Commercial Zoning District at 400 Siedentop Road within the City of Weldon Spring, Missouri; and

WHEREAS, in accordance with the Land Use Table, shown as Attachment 1 in Chapter 405 of the Municipal Code, Nursing and Residential Care Facilities is a use permitted as a conditional use within the "PC" Planned Commercial Zoning District, pursuant to the conditions of the approved Conditional Use Permit; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on May 2nd, 2022 and the Board of Aldermen held a public hearing on May 10th, 2022 on the Conditional Use Permit Application; and

WHEREAS, on June 6th, 2022, the Planning and Zoning Commission reviewed the application for a Conditional Use Permit and made a recommendation to the Board of Aldermen that the Board approve the Conditional Use Permit for Weldon Springs, RE LLC.

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

SECTION 1: That the Conditional Use Permit for the New Perspective of Weldon Spring development previously submitted and reviewed after proper notice and public hearing, is hereby approved with the following conditions:

1. The entrances on Siedentop Road will need to be aligned with the future Weldon Spring Park entrances.
2. An area plan must be submitted to the City of Weldon Spring and be approved for the site.
3. The facility must be licensed to operate as an Long Term Care Facility by the Missouri Department of Health & Senior Services

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

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____ 2022.*

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

TRACT 1:

A tract of land being part of U.S. Survey 1796, Township 47 North, Range 3 East of the Fifth Principal Meridian, City of Weldon Spring, St. Charles County Missouri and being more particularly described as follows:

Commencing at the Northwest corner of Lot C of "Vogt Subdivision", a subdivision according to the plat thereof recorded in Plat Book 50, Pages 239-240 of the St. Charles County Records; thence leaving the said Northwest corner of Lot C of "Vogt Subdivision", North 20 degrees 39 minutes 38 seconds West 60.08 feet to a point on the East line of property conveyed to Larry D. and Barbara J. Nesslage according to the deed thereof recorded in Book 1839 Page 1684 of the said Records and being the Actual Point of Beginning of the tract of land herein described; thence along the said East line of the Nesslage property, North 20 degrees 39 minutes 38 seconds West 243.69 feet to a point on the Southeast line of property conveyed to Haensler Family L.P. according to the deed thereof recorded in Book 1876 Page 1682 of the said Records; thence along the Southeast line of the Haensler Family L.P. property, North 63 degrees 19 minutes 23 seconds East 772.58 feet to a point on the West line of property conveyed to Faith Church St. Louis according to the deed thereof recorded in Book 1262 Page 2303 of the said Records; thence along the said West line of the Faith Church St. Louis property, the following courses and distances, South 45 degrees 11 minutes 34 seconds East 56.89 feet; and South 13 degrees 23 minutes 32 seconds East 121.86 feet to a point on the West line of property conveyed to Sledentop Professional Park Partnership, LLC according to the deed thereof recorded in Book 3186 Page 1690 of the said Records; thence along the said West line of the Sledentop Professional Park Partnership, LLC property, the following courses and distances, South 17 degrees 14 minutes 11 seconds West 31.02 feet; South 18 degrees 15 minutes 38 seconds West 45.79 feet; South 15 degrees 22 minutes 57 seconds West 58.54 feet; South 23 degrees 35 minutes 36 seconds West 64.67 feet; South 21 degrees 14 minutes 18 seconds West 65.63 feet; and South 25 degrees 21 minutes 33 seconds West 65.13 feet to a point on the North right-of-way line of Sledentop Road, 60 feet wide, as established by deed recorded in Book 3186 Page 1690 of the said Records; thence along the said North right-of-way line of Sledentop Road, the following courses and distances, along a curve to the left whose chord bears South 72 degrees 26 minutes 57 seconds West 4.06 feet and whose radius point bears South 17 degrees 26 minutes 36 seconds East 1030.00 feet from the last mentioned point, an arc distance of 4.06 feet; and South 72 degrees 20 minutes 11 seconds West 565.38 feet to the Point of Beginning, containing 6.008 acres according to calculations by Bax Engineering Company during September, 2018.

TRACT 2:

A tract of land being part of U.S. Survey 1796, Township 47 North, Range 3 East of the Fifth Principal Meridian, City of Weldon Spring, St. Charles County Missouri and being more particularly described as follows:

Commencing at the Northwest corner of Lot C of "Vogt Subdivision", a subdivision according to the plat thereof recorded in Plat Book 50, Pages 239-240 of the St. Charles County Records; thence leaving the said Northwest corner of Lot C of "Vogt Subdivision", North 20 degrees 39 minutes 38 seconds West 60.08 feet to a point on the East line of property conveyed to Larry D. and Barbara J. Nesslage according to the deed thereof recorded in Book 1839 Page 1684 of the said Records; thence along the said East line of the Nesslage property, North 20 degrees 39 minutes 38 seconds West 243.69 feet to a point on the Southeast line of property conveyed to Haensler Family L.P. according to the deed thereof recorded in Book 1876 Page 1682 of the said Records; thence along the Southeast line of the Haensler Family L.P. property, North 63 degrees 19 minutes 23 seconds East 772.58 feet to a point on the West line of property conveyed to Faith Church St. Louis according to the deed thereof recorded in Book 1262 Page 2303 of the said Records; thence along the said West line of the Faith Church St. Louis property, the following courses and distances, South 45 degrees 11 minutes 34 seconds East 56.89 feet; and South 13 degrees 23 minutes 32 seconds East 121.86 feet to the Actual Point of Beginning of the tract of land herein described; thence continuing along the said West line of the Faith Church St. Louis property, the following courses and distances, South 22 degrees 49 minutes 08 seconds East 38.36 feet; South 43 degrees 54 minutes 18 seconds East 90.66 feet; South 26 degrees 37 minutes 36 seconds East 32.39 feet; and South 29 degrees 44 minutes 03 seconds East 160.84 feet to a point on the North right-of-way line of Sledentop Road, 60 feet wide, as established by deed recorded in Book 3186 Page 1690 of the said Records; thence along the said North right-of-way line of Sledentop Road, along a curve to the left whose chord bears South 80 degrees 13 minutes 56 seconds West 274.94 feet and whose radius point bears South 02 degrees 05 minutes 59 seconds East 1090.00 feet from the last mentioned point, an arc distance of 275.76 feet to a point on the East line of property conveyed to Mary Jane Vogt, Trustee of the Carl G Sledentop and Emma K Sledentop Revocable Living Trusts according to the deed thereof recorded in Book 1491 of the said Records; thence along the said East line of the Vogt property, the following courses and distances, North 09 degrees 21 minutes 33 seconds East 65.13 feet; North 21 degrees 14 minutes 18 seconds East 65.63 feet; North 23 degrees 35 minutes 36 seconds East 64.67 feet; North 15 degrees 22 minutes 57 seconds East 58.54 feet; North 18 degrees 15 minutes 38 seconds East 45.79 feet; and North 40 degrees 20 minutes 11 seconds East 31.02 feet to the Point of Beginning, containing 0.956 acres according to calculations by Bax Engineering Company during September, 2019.

June 10, 2022

Steve Lauer
City Planner
City of Weldon Spring
5401 Independence Road
Weldon Spring, MO 63304

Dear Mr. Lauer:

Subject: New Perspective of Weldon Spring Area Plan
CEC Project 321-712.0001

Thank you for your review of the Area Plans for the above-mentioned project. We have addressed your comments as follows:

1. The Revision Record on the Area Plan needs to be completed for each revision with the No, Date and Description. The first revision was omitted. On the first line put under the headings of NO., Date and Description the following: 1, 05/02/22, City Comments. Move what is currently on the first line to the second line and add the NO. as 2. **The revision block has been updated as requested.**
2. On the Area Plan the I from the ten (10) foot building line on the west side of the overall parcel is not visible due to the layer of existing elevations. The ten (10) foot building line label needs to be moved so that it does not conflict with the existing elevation number. **The 10' Building line label on the west has been moved to eliminate overlapping text.**
3. For the current parking calculations, the comment from the Boldt Company is that Assisted Living units may contain more than one bed. See new parking calculation which includes total Assisted Living beds (Memory Care beds included in total Assisted Living bed count). With the current off-street parking count there cannot be more than one bed in the Assisted Living units unless additional off-street parking spaces are added to accommodate the additional beds. **The proposed parking calculation shown are based on the maximum beds for the Assisted Living units.**

(Ordinance 21-10 Paragraph K):

4. Assisted Living, Residential Care, & Skilled Nursing Facilities (Uses within NAICS Code 623): One (1) parking space for every five (5) beds plus one (1) space for every one (1) employee on the maximum shift.

5. Congregate Care Facility: One (1) parking space per dwelling unit.

Site plan has been updated with calculation shown below:

Parking Calculation

Required Parking

- Congregate Care
 - 1 Space Per Independent Living Unit
 - 30 Units * 1 Space per Unit = 30 Spaces
- Assisted Living
 - 1 Space Per 5 Beds Assisted Living
 - 130 Beds * 1 Space Per 5 Beds = 26 Spaces
- Employees
 - 1 Space Per Every Employee on Max Shift
 - 32 Employees * 1 Space Per Employee on Max Shift = 32 Spaces
- **Total Parking Required: 88 Spaces**

Provided Parking

91 Surface Parking Spots Provided, Including 6 H/C.

4. On the Concept Landscape Plan the Kindred Spirit Oak cannot be utilized as a street tree under the heading of Canopy-shade trees as it is not on the approved street tree list.
Kindred Spirit Oak Tree removed from plans.
5. On the Concept Landscape plan under the heading **Landscape Calculations** (Grid sections): Grid Section B-1 has a listing that thirty-five (35) percent of the trees are to be removed. On the Tree Preservation Plan only two trees are listed in Section B-1, and they are both labeled as being preserved. Please list each of the trees that are to be removed as part of the thirty-five (35) percent of the total trees to be removed in that Section. If any monarch trees are to be removed in Section B-1, please include the reason for removal. A Tree Removal Permit shall be required prior to the removal of any monarch or any protected tree except as exempted by Section 235.030.A of the Code of Ordinances of the City of Weldon Spring. **15 out of 15 Monarch trees are proposed to be preserved. Note added to bottom of Tree Preservation Plan to state Monarch trees are to be preserved.**
Trees in section B-1 include: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.

Trees 1 and 2 are proposed to be preserved. Trees 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 are proposed to be removed.

35 % of trees are proposed to be removed in excess of 50 %.

Replacement trees provided by tree preservation in all other grid areas per City of Weldon Spring ordinance for tree removal credits.

Refer to 'Landscape Calculations (Grid sections)' on sheet L1.01 for more information.

The Weldon Spring ordinance (Chapter 235 Tree Conservation and Protection - Section 235.030 Tree Removal Regulation) allows replacement trees to be provided by existing trees that are being preserved. We have noted that on the Landscape Plan sheet L1.01 under the landscape calculations summary as follows: "Replacement trees provided by tree preservation in all other grid areas per City of Weldon Spring ordinance for tree removal credits."

6. In non-residential districts lighting fixtures, except for traffic signals, shall not exceed a height equal to or less than the value three plus (3+) (D/3) where D is the distance in feet to the nearest property boundary. In no case shall the fixture exceed a height of twenty-four (24) feet. All the streetlights have been reduced from 24' to 23' except the light west of the ADA parking, it is shown at 20' to meet the light standard height requirements.
7. Please note that Section 410.630 Public Uses will need to be met as a part of this development. Direct land to be reserved for dedication to the City of Weldon Spring will not be required as the suggested area is not acceptable due to its size being less than two (2) acres and it being impractical and impossible to secure additional lands. The City of Weldon Spring, will in lieu of a land donation request a cash donation. The Board of Aldermen shall require, prior to final approval of the subdivision plat, that the applicant deposit with the City Treasurer a cash payment in lieu of land reservation. As requested by the City of Weldon Spring, the Applicant will agree to make a cash payment in lieu of a land donation based on third party appraisal appointed by the city.

Comments from the City Engineer

1. Parking Lot drainage — Where are the parking lot inlets? The flow line shows the water goes to the east side of the parking lot, a storm pipe is shown near the edge of the parking lot, but the inlets to drain the lot are not shown. The inlet symbols have been revised to be more visible and all the inlets have been labeled.
2. There is a roadway curb inlet in the west entrance. The roadway drainage system would need to be modified by moving the curb inlet. The city does not want a grated inlet in the approach as these are higher maintenance items with grates/bolts frequently being broken by trucks, snowplows, etc. Suggest shifting the entrance to the east to miss this curb inlet. Both front entrances and parking could be shifted to the right, so roadway drainage is not in conflict. The existing inlet in the west entrance shall be removed. A new curb inlet is proposed just West of the cross walk that will be piped to the location of the removed inlet.
3. Proposed Crosswalk — Will need standard signing per MUTCD. (Does this align with where the city would prefer crosswalk for future park?) The Signs have been labeled at the cross walk. The exact location of the walk will be coordinated with the City during the construction plan review and approval phase.

Thank you again for your review and comments. Please advise if any additional comments arise. You can reach me at 314.656.4591 or by email at kschoenike@cecinc.com.

Pickett, Ray & Silver, Inc., part of CEC
Project # 321-721
Page 4
June 10, 2022

Sincerely,

PICKETT, RAY & SILVER, INC., PART OF CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.



Karl A. Schoenike, PE
Project Manager

Enclosures: Revised Area Plans
Revised landscaping Plans

cc: the Boldt Company

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE AREA PLAN FOR
NEW PERSPECTIVE OF WELDON SPRING

WHEREAS, Weldon Springs, RE LLC, has submitted a document containing two (2) pages identified as the “Area Plan for New Perspective of Weldon Spring,” which was originally dated May 2, 2022, and the third revision being dated May 31, 2022, for the Planning & Zoning Commission; and

WHEREAS, Weldon Springs, RE LLC, has submitted a document containing three (3) pages identified as the “Concept Landscape Plan for New Perspective of Weldon Spring,” which was originally dated May 2, 2022, and the third revision being dated May 31, 2022, for the Planning & Zoning Commission; and

WHEREAS, the “Area Plan for New Perspective of Weldon Spring,” has been reviewed by the City Engineer, City Planner and the Planning & Zoning Commission at a duly called public meeting and is now submitted to the Board of Aldermen for approval; and

WHEREAS, on June 6, 2022, the Planning and Zoning Commission made a recommendation to the Board of Aldermen that the Board approve the Area Plan for New Perspective of Weldon Spring.

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

SECTION 1: That Weldon Springs RE, LLC, which has a contractual real estate purchase agreement for a certain tract of land with Ronald K. & Jeanette R. Vogt contingent on the approval of New Perspective of Weldon Spring, has provided the City of Weldon Spring with the proper area and concept landscape plans, as described in the attached “**Exhibit A**”; and documentation.

SECTION 2: That a public hearing was held by the City’s Planning & Zoning Commission on May 2, 2022, and the Board of Aldermen on May 10, 2022, for the Area Plan submitted by Weldon Springs RE, LLC.

SECTION 3: That this Board of Aldermen hereby accepts and approve the area and concept plan.

SECTION 4: That this Ordinance shall be in full force and effect upon its enactment and approval.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____ 2022.*

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____



GENERAL NOTES

[illegible]

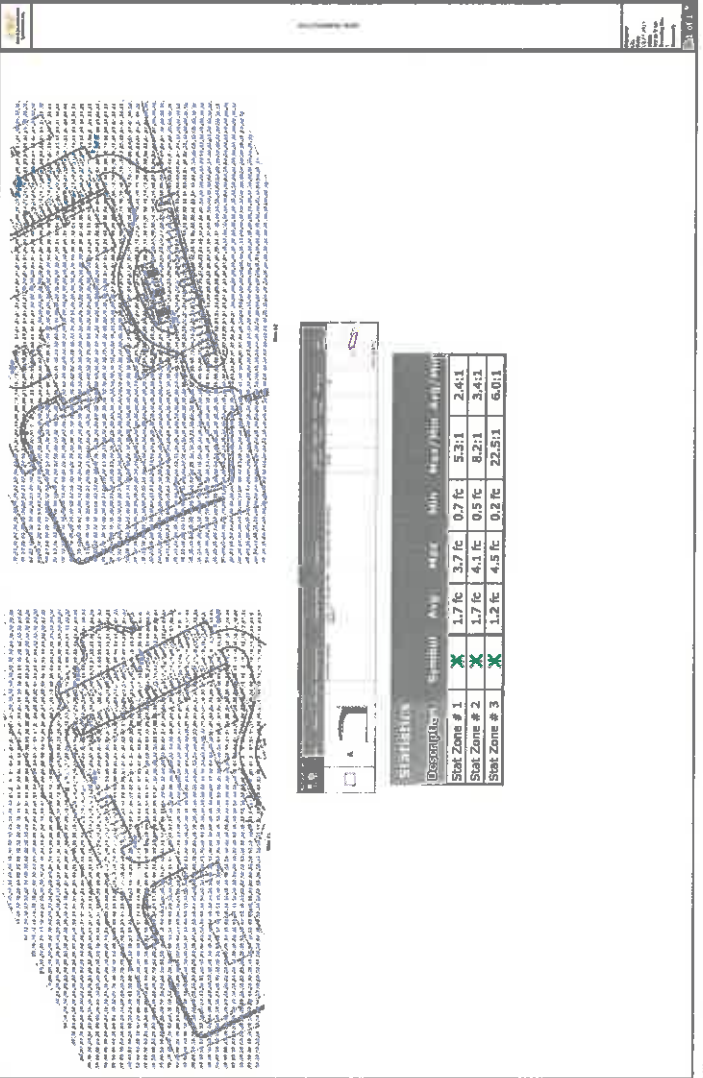
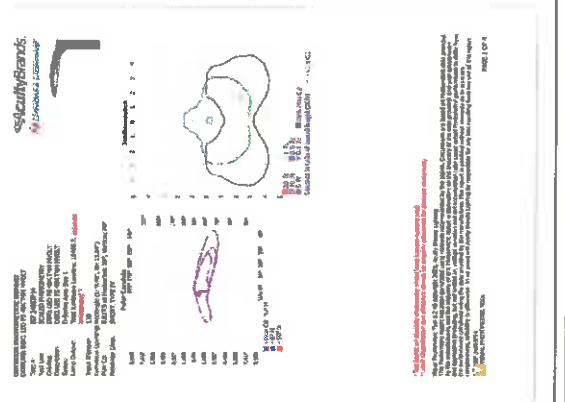
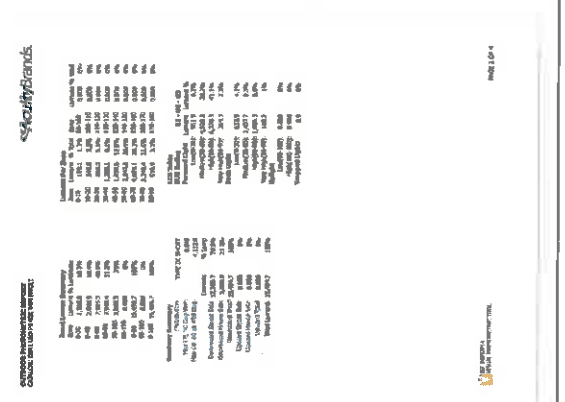
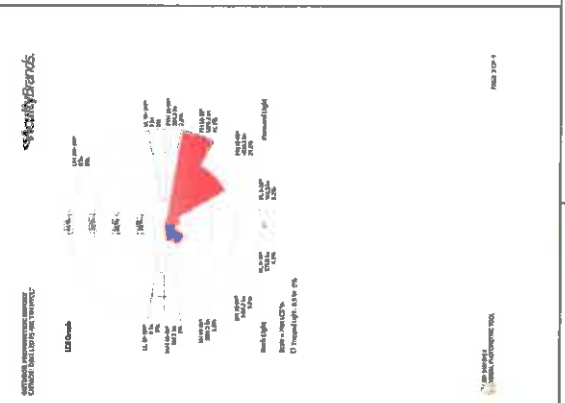
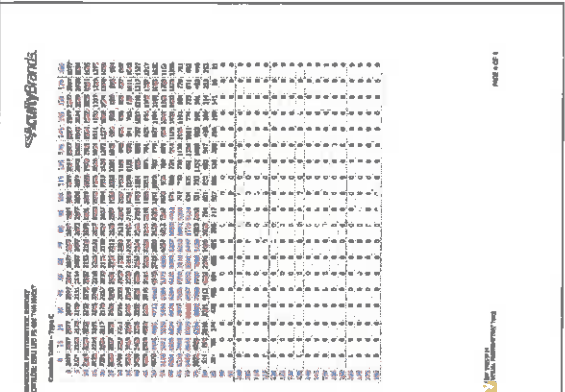
NEW PERSPECTIVE OF WELDON SPRING LIGHTING PLAN

DATE	APRIL 2023	DATE BY	NAME
NO. OF DAYS	15	CHIEF OF	DET
PROJECT	NO	NO	2021-212-0001
APPROVED BY			DNM

THE BOLDT COMPANY
660 John Nolen Dr., Suite 120
Madison, WI 53713
(608) 250-8400

Pickett
Ray & Silver
Part of Civil & Environmental Consultants, Inc. (CEC)
CEC
3000 Lakeside Business Center • Suite 102 • St. Charles, MO 63001
PH: 314.956.4444 • FAX: 314.956.4428
www.cecinc.com

1	NAME	MR. J. H. BROWN	1
2	ADDRESS	1234 MAIN ST.	2
3	CITY	NEW YORK	3
4	STATE	NEW YORK	4
5	COUNTRY	UNITED STATES	5
6	DATE OF BIRTH	01/01/1900	6
7	DATE OF DEATH	01/01/1900	7
8	DATE OF BURIAL	01/01/1900	8
9	DATE OF CREMATION	01/01/1900	9
10	DATE OF INTERMENT	01/01/1900	10
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100	DATE OF REINTERMENT	01/01/1900	100



Statistics	Sum	Avg	Max	Min	Std Dev	Count
Slot Zone # 1	XX	1.7 ft	3.7 ft	0.7 ft	5.3:1	2.4:1
Slot Zone # 2	XX	1.7 ft	4.1 ft	0.5 ft	8.2:1	3.4:1
Slot Zone # 3	XX	1.2 ft	4.5 ft	0.2 ft	22.5:1	6.0:1



Weldon Sprng, Missouri

Sample	W
checked	RS



LOOMIS ASSOCIATES
landscape architects + planners
2001 40th Street, Suite 200, San Francisco, CA 94114
(415) 774-1000

TPP

日期:	5/28/22
数量:	771.034



Tree Preservation Plan

[illegible]

Note: Mowarth trees are to be preserved.
Use extraordinary measures including root pruning to



Tree Protection Detail



David S. Smith
Professional Engineer
License No. 122
State of Missouri
12/22/2012

New Perspective of Weldon Spring

Weldon Spring, Missouri

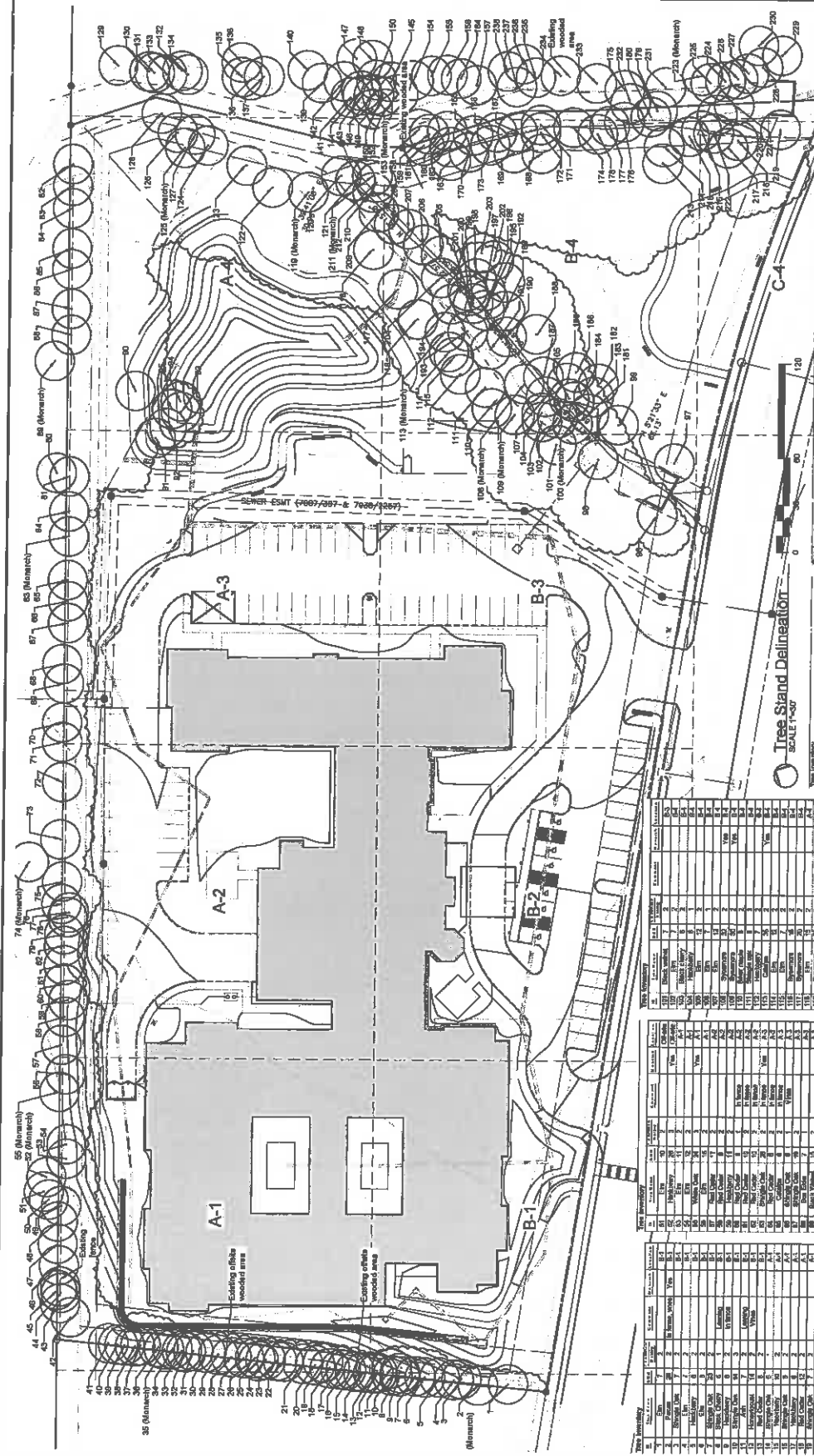
Revisions	Date	Description	By
1	12/22/2012	Initial Design	DS
2	12/22/2012	Final Design	DS
3	12/22/2012	Final Design	DS
4	12/22/2012	Final Design	DS

Client: NP
Contract No.

LOOMIS ASSOCIATES
landscape architects & planners
1000 N. 1st St., Suite 100
St. Louis, MO 63102
Phone: (314) 436-1000
Fax: (314) 436-1001
Email: info@loomisassociates.com
Website: www.loomisassociates.com

Sheet	Tree Stand Delineation	TSD
1	1	1
2	2	2
3	3	3
4	4	4

Date: 6/28/22
Job #: 171.034



Tree ID	Tree Species	Tree Size	Tree Condition	Tree Status
1	Red Oak	12"	Good	Retain
2	White Oak	10"	Good	Retain
3	Red Oak	8"	Good	Retain
4	White Oak	6"	Good	Retain
5	Red Oak	4"	Good	Retain
6	White Oak	3"	Good	Retain
7	Red Oak	2"	Good	Retain
8	White Oak	1"	Good	Retain
9	Red Oak	12"	Good	Retain
10	White Oak	10"	Good	Retain
11	Red Oak	8"	Good	Retain
12	White Oak	6"	Good	Retain
13	Red Oak	4"	Good	Retain
14	White Oak	3"	Good	Retain
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21	Red Oak	4"	Good	Retain
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61	Red Oak	4"	Good	Retain
62	White Oak	3"	Good	Retain
63	Red Oak	2"	Good	Retain
64	White Oak	1"	Good	Retain
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69	Red Oak	4"	Good	Retain
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72	White Oak	1"	Good	Retain
73	Red Oak	12"	Good	Retain
74	White Oak	10"	Good	Retain
75	Red Oak	8"	Good	Retain
76	White Oak	6"	Good	Retain
77	Red Oak	4"	Good	Retain
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81	Red Oak	12"	Good	Retain
82	White Oak	10"	Good	Retain
83	Red Oak	8"	Good	Retain
84	White Oak	6"	Good	Retain
85	Red Oak	4"	Good	Retain
86	White Oak	3"	Good	Retain
87	Red Oak	2"	Good	Retain
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91	Red Oak	8"	Good	Retain
92	White Oak	6"	Good	Retain
93	Red Oak	4"	Good	Retain
94	White Oak	3"	Good	Retain
95	Red Oak	2"	Good	Retain
96	White Oak	1"	Good	Retain
97	Red Oak	12"	Good	Retain
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99	Red Oak	8"	Good	Retain
100	White Oak	6"	Good	Retain
101	Red Oak	4"	Good	Retain
102	White Oak	3"	Good	Retain
103	Red Oak	2"	Good	Retain
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105	Red Oak	12"	Good	Retain
106	White Oak	10"	Good	Retain
107	Red Oak	8"	Good	Retain
108	White Oak	6"	Good	Retain
109	Red Oak	4"	Good	Retain
110	White Oak	3"	Good	Retain
111	Red Oak	2"	Good	Retain
112	White Oak	1"	Good	Retain
113	Red Oak	12"	Good	Retain
114	White Oak	10"	Good	Retain
115	Red Oak	8"	Good	Retain
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124	White Oak	6"	Good	Retain
125	Red Oak	4"	Good	Retain
126	White Oak	3"	Good	Retain
127	Red Oak	2"	Good	Retain
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131	Red Oak	8"	Good	Retain
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198	White Oak	3"	Good	Retain
199	Red Oak	2"	Good	Retain
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201	Red Oak	12"	Good	Retain
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203	Red Oak	8"	Good	Retain
204	White Oak	6"	Good	Retain
205	Red Oak	4"	Good	Retain
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209	Red Oak	12"	Good	Retain
210	White Oak	10"	Good	Retain
211	Red Oak	8"	Good	Retain
212	White Oak	6"	Good	Retain
213	Red Oak	4"	Good	Retain
214	White Oak	3"	Good	Retain
215	Red Oak	2"	Good	Retain
216	White Oak	1"	Good	Retain
217	Red Oak	12"	Good	Retain
218	White Oak	10"	Good	Retain
219	Red Oak	8"	Good	Retain
220	White Oak	6"	Good	Retain
221	Red Oak	4"	Good	Retain
222	White Oak	3"	Good	Retain
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226	White Oak	10"	Good	Retain
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230	White Oak	3"	Good	Retain
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234	White Oak	10"	Good	Retain
235	Red Oak	8"	Good	Retain
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237	Red Oak	4"	Good	Retain
238	White Oak	3"	Good	Retain
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254	White Oak	3"	Good	Retain
255	Red Oak	2"	Good	Retain
256	White Oak	1"	Good	Retain
257	Red Oak	12"	Good	Retain
258	White Oak	10"	Good	Retain
259	Red Oak	8"	Good	Retain
260	White Oak	6"	Good	Retain
261	Red Oak	4"	Good	Retain
262	White Oak	3"	Good	Retain
263	Red Oak	2"	Good	Retain
264	White Oak	1"	Good	Retain
265	Red Oak	12"	Good	Retain
266	White Oak	10"	Good	Retain
267	Red Oak	8"	Good	Retain
268	White Oak	6"	Good	Retain
269	Red Oak	4"	Good	Retain
270	White Oak	3"	Good	Retain
271	Red Oak	2"	Good	Retain
272	White Oak	1"	Good	Retain
273	Red Oak	12"	Good	Retain
274	White Oak	10"	Good	Retain
275	Red Oak	8"	Good	Retain
276	White Oak	6"	Good	Retain
277	Red Oak	4"	Good	Retain
278	White Oak	3"	Good	Retain
279	Red Oak	2"	Good	Retain
280	White Oak	1"	Good	Retain
281	Red Oak	12"	Good	Retain
282	White Oak	10"	Good	Retain
283	Red Oak	8"	Good	Retain
284	White Oak	6"	Good	Retain
285	Red Oak	4"	Good	Retain
286	White Oak	3"	Good	Retain
287	Red Oak	2"	Good	Retain
288	White Oak	1"	Good	Retain
289	Red Oak	12"	Good	Retain
290	White Oak	10"	Good	Retain
291	Red Oak	8"	Good	Retain
292	White Oak	6"	Good	Retain
293	Red Oak	4"	Good	Retain
294	White Oak	3"	Good	Retain
295	Red Oak	2"	Good	Retain
296	White Oak	1"	Good	Retain
297	Red Oak	12"	Good	Retain
298	White Oak	10"	Good	Retain
299	Red Oak	8"	Good	Retain
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301	Red Oak	4"	Good	Retain
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315	Red Oak	8"	Good	Retain
316	White Oak	6"	Good	Retain
317	Red Oak	4"	Good	Retain
318	White Oak	3"	Good	Retain
319	Red Oak	2"	Good	Retain
320	White Oak	1"	Good	Retain
321	Red Oak	12"	Good	Retain
322	White Oak	10"	Good	Retain
323	Red Oak	8"	Good	Retain
324	White Oak	6"	Good	Retain
325	Red Oak	4"	Good	Retain
326	White Oak			

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WELDON SPRING, MISSOURI, TO ESTABLISH A
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND
SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS

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

SECTION 1: *Declaration of Policy*

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of the City, their private financial or other interests in matters affecting the city.

SECTION 2: *Conflicts of Interest*

- A. All elected and appointed officials as well as employees of a political subdivision must comply with Chapter 105 of Missouri Revised Statutes on conflicts of interest as well as any other state laws governing official conduct.
- B. Any member of the governing body of the City who has a “substantial or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorder in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his or her spouse, or his or her dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$ 10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$ 5,000 or more per year from any individual, partnership, organization, or association within any calendar year.

SECTION 3: *Disclosure Reports*

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1st of each year, or the appropriate deadline as referenced in Section 105.487, RSMo, if any such transactions occurred during the previous calendar year.

- A. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$ 500.00), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- B. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$ 500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- C. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1st of each year, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year.
 - 1. The name and address of each of the employers of such person from whom income of one thousand dollars (\$ 1,000.00) or more was received during the year covered by the statement;
 - 2. The name and address of each sole proprietorship that he or she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Missouri Secretary of State; the name, address and general nature of the business conducted by any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;
 - 3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION 4: Filing of Reports.

- A. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year.

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1st and the statement shall cover the calendar year ending the immediately preceding December 31st; provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December 31st of the covered year until the date of filing of the financial interest statement.
 2. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment covering the calendar year ending the previous December 31st.
 3. Every candidate is required to file a personal disclosure statement shall file no later than fourteen (14) days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve (12) months prior to the closing date of filing for candidacy.
- B. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION 5: Filing of Ordinance

A certified copy of this ordinance, adopted prior to September 15th, shall be sent within ten (10) days of its adoption to the Missouri Ethics Commission.

SECTION 6: Effective Date

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two (2) years from the date of passage.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____ 2022.*

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____



Michael E. Hurlbert, AICP
Director

May 17, 2022

The Honorable Donald Licklider, Mayor
City of Weldon Spring
5401 Independence Rd.
Weldon Spring, MO 63304

Re: Urban County Cooperative for Community Development Block Grant (CDBG) funding

Dear Honorable Donald Licklider:

The purpose of this letter is to inform you that your city has an opportunity to receive annual Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) by a cooperative arrangement with other jurisdictions in St. Charles County. Currently, the St. Charles Urban County, as recognized by HUD, receives and programs about \$1.1 million annually on behalf of residents in participating jurisdictions.

Units of general local government in St. Charles County have the right to choose whether to be included in or excluded from the Urban County. Currently participating jurisdictions -- Cottleville, Dardenne Prairie, Lake St. Louis, New Melle, St. Charles, St. Paul, St. Peters, Weldon Spring, Wentzville, and St. Charles County – must in 2022 enact new cooperation agreements to continue funding beyond December 31 of this year. Nonparticipating jurisdictions now have an opportunity to join the Urban County to receive funding beginning in 2023. And jurisdictions with a population of at least 50,000 residents may either discontinue participation with the Urban County and qualify as a separate metropolitan jurisdiction or relinquish its current metropolitan status and join the St. Charles Urban County, as the case may be.

Since its creation in 2010, the St. Charles Urban County has chosen to focus on **Neighborhood Stability**, including housing rehabilitation and demolition, and **Public Services**, including essential transportation for the elderly and disabled, and serving County residents who are at risk or currently experiencing homelessness. Additionally, some funding has been allocated to address a lack of affordable rental housing and to identify impediments to affordable housing.

Cooperation agreements have an initial term of three years at the end of which jurisdictions may choose to remain or opt out for a second three-year period. To continue qualification as an Urban County, units of government with collectively at least 200,000 residents must enter into cooperation agreements and agree to HUD requirements. The County is willing to enact new agreements and requalify as an Urban County with cities wishing to do so. Cooperation agreements require that the County and cities agree to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. Participating jurisdictions additionally participate automatically in HUD's HOME program and are not eligible to receive CDBG grants from the State of Missouri.

The County requests that your city by letter notify Robert Myers, Planning and Zoning Division Director, by June 3, 2022 to inform him whether your jurisdiction intends to participate (and enact cooperation agreements) or decline to participate. Your letter may be emailed to rmyers@sccmo.org or mailed or delivered to Robert Myers, St. Charles County, Community Development Department, 201 N. Second Street, Suite 410, St. Charles, MO 63301. If your city currently participates but plans to discontinue please also notify Dominique Waters, HUD St. Louis Field Office, at Dominique.Waters@hud.gov.

A draft cooperation agreement is attached for your review and consideration. For your city to participate, please deliver two executed agreements, together with evidence of authorization by your governing body, by July 15, 2022 to Robert Myers at the above address. St. Charles County must submit all necessary documentation to HUD by August 5, 2022.

For questions, or to discuss this matter in detail, please feel free to contact Mr. Myers.

Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael E. Hurlbert", with a horizontal line extending from the end of the signature.

Michael Hurlbert, AICP

Director of Community Development

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WELDON SPRING,
MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A
COOPERATION AGREEMENT BETWEEN THE COUNTY
OF ST. CHARLES, MISSOURI AND THE CITY OF WELDON SPRING,
MISSOURI FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FISCAL YEARS 2023-2025

WHEREAS, in 1974, the U.S. Congress enacted and the President signed into law "The Housing and Community Development Act of 1974," hereinafter called the "Act," relating to federal involvement in a wide range of housing and community development activities; and

WHEREAS, the Act recognizes that units of general local government (UGLG) may enter into cooperation agreements with counties to form an "urban county" and undertake community development activities as authorized by Section 105 of the Act; and

WHEREAS, Title I of the Act, denominated as "Community Development," authorizes programs for housing and community development in urban counties or other qualifying jurisdictions and authorizes annual Federal financial assistance to implement plans to meet community development needs; and

WHEREAS, the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program are consolidated under Title I of the Act; and

WHEREAS, the Board of Aldermen of the City of Weldon Spring finds and determines that it is in the best interest of the City to enter into a Cooperation Agreement by and between the City of Weldon Spring, Missouri, and St. Charles County for participation in the Community Development Block Grant Program for fiscal year 2023 through 2025; and

WHEREAS, the provisions of Sections 70.210 to 70.320 of Revised Statutes of the State of Missouri empower municipalities and political subdivisions of the State to contract with each other for common services and the purposes herein set out.

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

SECTION 1: That the form, terms, and provisions of the Cooperation Agreement by and between the County of St. Charles, Missouri and the City of Weldon Spring, Missouri for Participation in the Community Development Block Grant Program for Fiscal Years 2023 through 2005, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Cooperation Agreement"), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is

hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____ 2022.*

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____

**A COOPERATION AGREEMENT BETWEEN THE COUNTY OF ST.
CHARLES, MISSOURI AND THE CITY OF WELDON SPRING, MISSOURI
FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM FOR FISCAL YEARS 2023 THROUGH 2025**

This "Urban County Cooperation Agreement" (hereinafter referred to as "Cooperation Agreement") is made and entered into as of _____, 2022, by and between the County of St. Charles, a political subdivision of the State of Missouri (hereinafter called "County"); and, the City of Weldon Spring, a fourth class city of the State of Missouri, located in the County of St. Charles (hereinafter called "City"), and jointly referred to as "Parties."

WITNESSETH

WHEREAS, in 1974, the U.S. Congress enacted, and the President signed into law "The Housing and Community Development Act of 1974," (hereinafter called the "Act") relating to federal involvement in a wide range of housing and community development activities and containing eight separate titles; and

WHEREAS, the Act recognized that units of general local government (UGLG) may enter into cooperation agreements with counties in order to form an "urban county" and undertake community development activities as authorized by Section 105 of the Act; and

WHEREAS, Title I of the Act, denominated as "Community Development," consolidates several existing categorical programs for housing and community development into new programs for such housing and community development in urban counties or communities by providing financial assistance annually for area-wide plans for housing, public services, and public works programs; and

WHEREAS, the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program are consolidated under Title I of the Act; and

WHEREAS, the County desires to request that the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), designate the County as an "urban county"; and

WHEREAS, the County as an urban county is eligible to receive CDBG funds with other units of general local government (UGLG) which have entered into a cooperation agreement with the County to jointly participate in the program; and

WHEREAS, the City desires to participate with the County in said programs; and

WHEREAS, the Community Development Block Grant regulations issued pursuant to the Act provide that qualified urban counties must submit an application to the U.S. Department of Housing and Urban Development for funds, and that UGLG's, cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join the County in said application and thereby become a part of a more comprehensive county effort; and

WHEREAS, as the urban county applicant, the County must take responsibility and assume all obligations of an applicant under federal statutes, including the analysis of needs; the setting of objectives; the development of community development and housing assistance plans; the consolidated plan; and the assurances of certifications; and

WHEREAS, to qualify as an "urban county" for the period 2020-2022, St. Charles County has enacted or renewed Cooperation Agreements with the City of Cottleville, the City of Dardenne Prairie, the City of Lake St. Louis, the City of New Melle, the City of St. Paul, the City of St. Peters, the City of St. Charles, the City of Weldon Spring, and the City of Wentzville; and

WHEREAS, by executing this Cooperation Agreement, the Parties hereby give notice of their intention to participate in the Urban County CDBG Program; and

WHEREAS, the provisions of Sections 70.210 to 70.320 RSMo (2000) empower municipalities or political subdivisions to contract with each other for common service.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION I. General.

- A. **Responsible Officers.** The Director of the County Department of Community Development (hereinafter referred to as "County Director") is hereby authorized to act as applicant for the CDBG Programs and to administer funding and activities under the programs.
- B. **Cooperation.** The City and County have the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
- C. **Term of Agreement.** The term of this Cooperation Agreement shall be for a period of three (3) years commencing January 1, 2023 through December 31, 2025. In addition, this Agreement will automatically renew for a new, second consecutive three-year term, unless the City provides written notice at least one hundred eight (180) days prior to the end of the initial term that it elects not to participate in a new qualification period. By April 27, 2025, or by the date

specified in HUD's urban county qualification notice for the next qualification period, but not less than one hundred and eight (180) days prior to the end of the initial term, the County will notify the City in writing of its intention not to participate in the program as an urban county for a successive three-year term.

The Parties agree to adopt amendments to this Cooperation Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD. Any amendment to this Cooperation Agreement shall be submitted to HUD as required by the Regulations. The parties cannot terminate or withdraw from the Cooperation Agreement while the Cooperation Agreement remains in effect unless the County does not receive a grant for any year of the term.

The Cooperation Agreement remains in effect until the Urban County CDBG Program and HOME Program funds and income received 2023-2025 are expended and the funded activities are completed, but the foregoing does not constitute an extension term.

- D. **Scope of Agreement.** This Cooperation Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Entitlement Program and the HOME Investment Partnership (HOME).
- E. **Effective Date of Agreement.** This agreement shall be in full force and effect when HUD determines that the County qualifies as an urban county within the meaning of the Act and the regulations promulgated by HUD pursuant to the Act.

SECTION II. Preparation and Submittal of CDBG Funding Applications.

- A. **Inclusion of City as Applicant.** Parties agree that City shall be included in the application the County shall submit to the U.S. Department of Housing and Urban Development for Title I Housing and Community Development Block funds under the above recited Act. City, by the execution of this Cooperation Agreement, agrees to have its demographic data, as defined in Section 106 of the Act, included in the formula allocation of funds to the County. County agrees to include City as a part of its Consolidated Plan to be submitted to HUD under the terms and conditions of the Act. The City understands that it may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG program; and that it may receive a formula allocation under the HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. Furthermore, City agrees that the City may receive a formula allocation under HUD's Emergency Solutions Grant (ESG) Program only through the County.

- B. **Application Submittal.** County agrees to commit sufficient resources to complete and submit the County's Consolidated Plan and supporting documents to HUD in time for the Parties to be eligible to receive funding beginning January 1, 2023, and to hold public hearings as required to meet HUD requirements.
- C. **County Responsibility.** Parties agree that the County shall, as applicant, be responsible for holding public hearings and preparing and submitting the Urban County CDBG Program funding application and supporting materials in a timely and thorough manner, as required by the Act and the federal regulations established by HUD to secure entitlement grant funding beginning January 1, 2023. Funds allocated by HUD to the Urban County by reason of City's execution of this Cooperation Agreement shall be deposited with the County in accordance with HUD Regulations and shall be made immediately available for all community development programs identified in the Urban County's Consolidated Plan.
- D. **Grant Eligibility.** In executing this Cooperation Agreement, the City understands that City shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the Parties are participating in the urban county CDBG entitlement program.
- E. **County Contractor.** In executing this Agreement, the City also understands that the County may commit the conduct of activities required by this Agreement and the CDBG entitlement program, including but not limited to the development of a consolidated plan and the holding of required hearings, to a contractor such as the City of St. Charles, Missouri.

SECTION III. Program Administration.

- A. **Program Authorization.** County Director is hereby authorized to carry out activities that will be funded from the annual CDBG Programs from fiscal years 2023, 2024, and 2025 appropriations and from any income generated from the expenditure of such funds.
- B. **Responsibilities of Parties.** Parties agree that the County shall be the governmental entity required to execute any grant agreement received pursuant to the CDBG applications, and the County shall thereby become legally liable and responsible thereunder for the proper performance of the plan and CDBG county programs. City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Cooperation Agreement and under any subrecipient agreements. City further agrees that it shall fully cooperate with the County in all things required and appropriate to comply with the provisions of any Grant Agreement received by the County pursuant to the Act and its Regulations.

- C. **City Assistance.** City agrees to undertake, conduct, perform or assist the County in performing the essential community development and housing assistance activities identified in County's Consolidated Plan. Pursuant to the Act and pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION IV. Use of Program Funds.

- A. **Allocation of CDBG funds.** All funds received by County pursuant to this Cooperation Agreement shall be identified and allocated, as described in the Consolidated Plan and Action Plans, provided, however, that a different distribution may be made when required by HUD to comply with Title I of the Act, as amended.
- B. **Availability of Funds.** It is understood by the Parties hereto that the CDBG funds being used for the purposes of this Cooperation Agreement are funds furnished to the County from HUD pursuant to the provisions of the Act. Notwithstanding any other provision of this Cooperation Agreement, the liability of the County shall be limited to CDBG funds available for the specific projects or activities set out in the application. The City understands that the County must wait for release of CDBG funds from HUD before CDBG funds may be advanced or reimbursed to any sub-recipient.
- C. **Fair Housing Implementation.** Parties agree that no Urban County funding shall be allocated or expended for activities in support of any cooperation unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
- D. **Conflict Resolution.** In the event of disagreement between the County and the City as to the allocations, disbursement, use, or reimbursement of CDBG funds, the Parties agree to accept HUD's written determination as to the appropriate resolution or disposition of funds to the extent HUD is willing to resolve such disagreement. If not, then such disagreement shall be resolved by a court of competent jurisdiction.

SECTION V. Amendment or Extension of Agreement.

- A. **Subrecipient Agreement.** For each fiscal year during the term of this Cooperation Agreement, County and City may enter into a Subrecipient Agreement, prepared jointly by County and City, that will list any project(s) the City will undertake with CDBG entitlement funds during that program year. Such Subrecipient Agreement will set forth the project changes, time schedule for completion of the project(s), and additional funding sources, if any.

- B. **Amendments.** Parties agree that a duly-enacted and fully-executed amendment or amendments to this Cooperation Agreement may be entered into at any time if required or necessary to implement the plans contemplated hereunder, or to comply with any grant agreement or the Regulations issued pursuant to the Act.

SECTION VI. Compliance with Federal Regulations.

- A. **General.** Parties agree to take all actions necessary to comply with the Urban County's certifications required by section 104(b) of Title I of the Act, including Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. Parties are obligated and agree to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not provide funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
- B. **Citizen Participation.** Parties agree to comply with federal citizen participation requirements of 24 CFR Part 91.
- C. **Parties hereby certify, to the best of their knowledge and belief, that:**
- 1) **Conflict of Interest.** No federal grant monies have been paid or will be paid, by or on behalf of the Parties, to any officer or employee or any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2) **Influence.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

standard form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) **Certifications Disclosure.** Parties agree to include the certification in Section VI. D. below in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all grant subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into.

D. Certification Regarding Policies Prohibiting Use of Excessive Force and Regarding Enforcement of State and Local Laws Barring Entrances.

In accordance with Section 519 Public Law 101-144 (the 1990 HUD Appropriations Act), the County and cooperating unit of general local government have adopted and are enforcing:

- 1) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and
- 2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

- E. A unit of general local government receiving CDBG funding to implement various activities may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. This provision conforms to the regulations contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

IN WITNESS WHEREOF, the Parties hereto have entered into this Cooperation Agreement on the date last written below.

Executed by the County this _____ day of _____, 2022.

Executed by the City this _____ day of _____, 2022.

SEAL

COUNTY OF ST. CHARLES, MISSOURI

By: _____
County Executive

ATTEST:

County Registrar

SEAL

CITY OF WELDON SPRING, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk



CITY OF WELDON SPRING

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

MEMORANDUM

To: Mayor and Board of Aldermen
From: Bill Hanks, City Clerk
Subject: 2022 Liquor License Renewals
Cc: Michael Padella, City Administrator

Date: 06/10/22

After doing my due diligence, I found that these applicants are in compliant with Chapter 600 of the Weldon Spring Municipal Codes. My recommendation to the Board of Aldermen is to grant final approval on the following Liquor Licenses for the period of July 1, 2022, through June 30, 2023:

- Los 3 Compadres at 1052 Wolfrum Road
- QT #645 at 5905 S. HWY 94