

CITY OF WELDON SPRING BOARD OF ALDERMEN REGULAR MEETING ON THURSDAY, DECEMBER 11, 2025, AT 7:30 PM 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 on Thursday, December 11, 2025, at seven thirty in the evening (7:30 PM). The meeting will be held at Weldon Spring City Hall, 5401 Independence Road, Weldon Spring, Missouri, 63304, with the following tentative agenda:

**** AGENDA****

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL and DETERMINATION OF A QUORUM
- 4. CITIZENS COMMENTS The public must be in person to speak during Citizens Comments or send comments in writing to the City Clerk (at bhanks@weldonspring.org) prior to the Board meeting. Anyone wishing to speak shall state their name, their address, and limit their remarks to 3 minutes.

5. PUBLIC HEARING:

- A. Conditional Use Permit (CUP-2025-01) Filed by Lonnie and Janice Eileen Vance (Owners) for the Purpose of Allowing a Ground-mounted Solar Energy System Use at 5012 Sammelman Road
- B. Consideration of Proposed Amendments to the City of Weldon Spring's Zoning Regulations pertaining Short-term Rentals, Retaining Walls, and Protection of Natural Watercourses

6. APPROVAL OF MINUTES

- A. November 13, 2025 Regular Board Meeting Minutes
- **B.** December 2, 2025 Special Work Session Minutes

7. CITY TREASURER'S PACKET

- A. Paid Bills (November 7, 2025 December 4, 2025)
- B. October 4, 2025 Credit Card Bill

8. UNFINISHED BUSINESS

A. An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute an Agreement with St. Charles County for Certain Law Enforcement Services, Including Patrol Services & Enforcement of Certain Municipal Ordinances Related to Police Services & Matters Relating Thereto - Alderman Chutte

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Our Mission - The City of Weldon Spring will provide premier public's with integrity, transparency, and fiscal responsibility,

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**** AGENDA CONTINUE****

- **B.** An Ordinance of the City of Weldon Spring, Missouri, Imposing a Local Use Tax at the Rate Equal to the Total Local Sales Taxes in Effect for the Privilege of Storing, Using or Consuming within the City any Article of Tangible Personal Property Pursuant to the Authority Granted by & Subject to the Provisions of Sections 144.600 Through 144.761 RSMo; Providing for the Use Tax to be Repealed, Reduced or Raised in the Same Amount as any City Sales Tax is Repealed, Reduced or Raised; & Providing for Submission of The Proposal to the Qualified Voters of the City for Their Approval at the General Municipal Election to be Held in the City on Tuesday, April 7, 2026 **Alderman Yeager**
- C. An Ordinance of the City of Weldon Spring, Missouri, Exempting the City from Section 311.2026 (House Bill 1041) Relating to 24-Hour Operation of Liquor Licensees Beginning June 11, 2026, Through July 19, 2026 Alderman Kolb
- 9. NEW BUSINESS
 - A. Tree Conservation & Protection Discussion Alderman Culver/Alderman Martiszus
 - **B.** 2025 Winter Newsletter Approval City Administrator
 - C. Wolfrum Road Quitclaim Deed (Old HWY 40 ROW Access) City Administrator

10. COMMITTEE REPORTS/DISCUSSION

- A. Public Safety Report SCCPD Representative
- B. Parks & Recreation Advisory Committee (PRAC) Report Alderman Conley
 - 2025 Tree City USA Proclamation (Informational) City Administrator
- C. City Administrator Report (Informational) City Administrator
- 11. RECEIPTS & COMMUNICATIONS
- 12. ADJOURNMENT



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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.

NOTICE OF PUBLIC HEARING City of Weldon Spring

NOTICE IS HEREBY GIVEN THAT given that the City of Weldon Spring will conduct a Public Hearing before the Planning & Zoning Commission on Monday, December 1, 2025, at 7:30 P.M. in the Weldon Spring City Hall located at 5401 Independence Road, Weldon Spring, Missouri, and before the Board of Aldermen on Thursday, December 11, 2025, at 7:30 P.M. in the Weldon Spring City Hall located at 5401 Independence Road, Weldon Spring, Missouri, concerning proposed amendments to the City's Zoning regulations, made in conformance with State Statutes and to update various zoning regulations (pertaining to short term rentals, retaining walls, and protection of natural watercourses).

The public is invited to attend. Also, written comments are welcome and should be submitted to the City Clerk, Bill Hanks at bhanks@weldonspring.org. Anyone with disabilities needing assistance should contact City Hall at 636-441-2110 before the Hearing to make accommodations to attend.

For additional information please contact Steve Lauer, City Planner, at 636-441-2110 – ext. 106. Copies of all the proposed amendments are available for public inspection at the Weldon Spring City Hall and online at www.weldonspring.org.

NOTICE OF PUBLIC HEARING CITY OF WELDON SPRING

NOTICE OF PUBLIC HEARING City of Weldon Spring

NOTICE IS HEREBY GIVEN THAT the City of Weldon Spring will conduct Public Hearings before the Planning & Zoning Commission at its regular meeting on Monday, December 1, 2025, at 7:30 P.M. in the Weldon Spring City Hall located at 5401 Independence Road, Weldon Spring, Missouri, and before the Board of Aldermen at its regular meeting on Thursday, December 11, 2025, at 7:30 P.M. in the Weldon Spring City Hall located at 5401 Independence Road, Weldon Spring, Missouri, to consider a request for a Conditional Use Permit (CUP-2025-01) filed by the Lonnie and Janice Eileen Vance (Owners) on November 3, 2025, for the purpose of allowing a ground-mounted solar energy system use. The land is currently zoned "RS1/2" Single-Family Residential District. The property that has been named in this application consists of approximately 4.6 acres and is located at 5012 Sammelman Road, which is located on an easement approximately 460 feet west of Sammelman Road. The entrance to said easement is located on Sammelman Road approximately 160 feet west of Ehlmann Farms Drive.

All interested parties are invited to appear and be heard at the time and date of said Public Hearing or to submit written comments by 7:30 PM on December 11, 2025, to the City Clerk, Bill Hanks, at City Hall or <u>bhanks@weldonspring.org</u>. Anyone with a disability requiring reasonable accommodation should contact City Hall at 636-441-2110 before the Hearing to make accommodations to attend.

For additional information please contact Bill Hanks, City Clerk, City of Weldon Spring, at (636) 441-2110 (ext. 103) or bhanks@weldonspring.org.

NOTICE OF PUBLIC HEARING CITY OF WELDON SPRING

CITY OF WELDON SPRING REGULAR MEETING OF THE BOARD OF ALDERMEN NOVEMBER 13, 2025

CALL TO ORDER: The Weldon Spring Board of Aldermen met for their regular meeting at Weldon Spring City Hall, 5401 Independence Road on Thursday, November 13, 2025, at 7:30 PM with Mayor Donald Licklider presiding.

PLEDGE OF ALLEGIANCE: Mayor Licklider asked everyone in attendance to stand and join in reciting the Pledge of Allegiance.

On a roll call, the following Aldermen were present:

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

A quorum was declared.

Also present were Mayor Licklider, Bob Wohler (City Attorney), Don Stolberg (City Administrator), and Bill Hanks (City Clerk).

PUBLIC COMMENTS:

There were no public comments at this time.

MINUTES:

October 23, 2025 – Regular Board Meeting Minutes: Alderman Culver moved to approve the minutes from the October 23, 2025, regular meeting, as submitted. The motion was seconded by Alderman Clutter. Motion carried with 5 ayes. Alderman Yeager abstained from voting.

TREASURER'S REPORT:

Alderman Culver made a motion to accept the Treasurer's packet of paid bills from October 17, 2025, to November 6, 2025, and the September 2025 Credit Card Bill, as submitted. The motion was seconded by Alderman Yeager. **Motion carried** with 6 ayes.

NEW BUSINESS:

Bill No. 1249 – An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute an Agreement with St. Charles County for Certain Law Enforcement Services, Including Patrol Services & Enforcement of Certain Municipal Ordinances Related to Police Services & Matters Relating Thereto:

Alderman Clutter moved to introduce Bill No. 1249 for its first reading by title only. Alderman Culver seconded the motion, and the **motion carried.**

There was minimum discussion.

Bill No. 1249 was tabled in accordance with City Code.

Bill No. 1250 - An Ordinance of the City of Weldon Spring, Missouri, Imposing a Local Use Tax at the Rate Equal to the Total Local Sales Taxes in Effect for the Privilege of Storing, Using or Consuming within the City any Article of Tangible Personal Property Pursuant to the Authority Granted by & Subject to the Provisions of Sections 144.600 Through 144.761 RSMo; Providing for the Use Tax to be Repealed, Reduced or Raised in the Same Amount as any City Sales Tax is Repealed, Reduced or Raised; & Providing for Submission of The Proposal to the Qualified Voters of the City for Their Approval at the General Municipal Election to be Held in the City on Tuesday, April 7, 2026: Alderman Yeager moved to introduce Bill No. 1250 for its first reading by title only. Alderman Clutter seconded the motion, and the motion carried.

Alderman Culver expressed that the title of Bill No. 1250 was confusing. Mr. Stolberg, the City Administrator, clarified that the Bill would authorize the City to place a proposition on the April ballot, allowing voters to decide whether the City should collect sales tax on out-of-state internet purchases.

Alderman Yeager felt the measure was premature, stating that the City should first identify and justify how the additional revenue would be used. Alderman Clutter concurred with Alderman Yeager's concern.

Bill No. 1250 was tabled in accordance with City Code.

Bill No. 1251 – An Ordinance of the City of Weldon Spring, Missouri, Exempting the City from Section 311.2026 (House Bill 1041) Relating to 24-Hour Operation of Liquor Licensees Beginning June 11, 2026, Through July 19, 2026: Alderman Kolb moved to introduce Bill No. 1250 for its first reading by title only. Alderman Clutter seconded the motion, and the motion carried.

Mr. Wohler, the City Attorney, requested that City staff include the words, "opts outs and," in Section 1 following the word "hereby" prior to the final passage of Bill No. 1251.

Bill No. 1251 was tabled in accordance with City Code.

Initial Construction Escrow Release Request from Fischer & Frichtel for Persimmon Trace Subdivision: Alderman Clutter made a motion to release a portion of the escrow retained based in the completed work - streets, sanitary and storm sewers, and

utilities - at Persimmon Trace Subdivision. The motion was seconded by Alderman Yeager. **Motion carried** with 5 ayes. Alderman Kolb voted no.

REPORTS & COMMITTEES:

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

Parks & Recreation Advisory Committee (PRAC) Report: Alderman Conley reported that City staff presented the committee with the proposed plan for the 2026 events. She noted that the committee was very receptive to hosting a "Shakespeare in the Park" event in 2026, featuring a performance by a local theater company. A discussion followed.

Alderman Culver made a motion to support a "Shakespeare in the Park" event in 2026. The motion was seconded by Alderman Clutter. **Motion carried** with 6 ayes.

City Administrator Report: The City Administrator Report was submitted to the Board

RECIEPTS & COMMUNICATIONS:

After a brief discussion, the Board agreed to schedule a Special Work Session at 1:30 p.m. on December 2, 2025, to discuss the next steps regarding the future of City Hall.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:30 PM, seconded by Alderman Clutter. **Motion carried** with 6 ayes.

Respectfully submitted,	
William C. Hanks, City Clerk	

CITY OF WELDON SPRING BOARD OF ALDERMEN SPECIAL WORK SESSION DECEMBER 2, 2025

CALL TO ORDER: A Work Session of the Board of Aldermen for the City of Weldon Spring was held on Tuesday, December 2, 2025, at approximately 1:30 PM, at the Weldon Spring City Hall, which is located at 5401 Independence Road. The Work Session was called to order at 1:31 PM by Mayor Licklider

ROLL CALL AND DETERMINATION OF QUORUM: Alderman Clutter, Alderman Conley, Alderman Culver, Alderman Kolb, Alderman Martiszus, and Alderman Martiszus were present.

Also present were Mayor Licklider, Don Stolberg (City Administrator), and Bill Hanks (City Clerk).

BUSINESS FOR DISCUSSION:

City Hall Discussion: Craig Schluter and Katie Aholt from Navigate Building Solutions provided a presentation on potential City Hall options. Their presentation outlined two program development scenarios, which included cost estimates and possible amenity considerations for a new facility. They also addressed several questions from the Board of Aldermen regarding these options.

Following the question-and-answer portion of the Work Session, the Board discussed potential financial strategies for the City and ways to gather public input from residents.

After an extensive discussion, the Board directed the City Administrator to prepare a summary of financial options for review in December 2025. The Board will then revisit the topic in January 2026 to consider and vote on a preferred financial plan. Once a plan is adopted, the City will hold open houses to garner public input from January through March 2026.

The Work Session ended at 2:34 PM.	
Respectfully submitted,	
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William C. Hanks, City Clerk	

BILL NO	ORDINANCE NO
BILL NO.	

AN ORDINANCE AUTHORIZING	THE MAYOR OF THE CITY OF WELDON TE AN AGREEMENT WITH ST. CHARLES
SPRING, MISSOURI, TO EAECUI	RCEMENT SERVICES, INCLUDING PATROL
SERVICES AND ENFORCEMENT	OF CERTAIN MUNICIPAL OKDINANCES
RELATED TO POLICE SERVICE	S AND MATTERS RELATING THERETO
*******	***********
NOW THEREFORE, BE IT ORDAINED CITY OF WELDON SPRING MISSOUR	BY THE BOARD OF ALDERMEN OF THE II, AS FOLLOWS:
SECTION 1: That Section 70.220 or municipal corporations to enter into a political subdivisions.	f the Revised Statutes of Missouri allows for agreements for the provision of services with other
hereby authorize the Mayor to execut	ermen of the City of Weldon Spring, Missouri, te an agreement for intergovernmental law s County, a copy of which is attached hereto as eference herein.
SECTION 3: That this Ordinance shapproval.	nall be in full force and effect upon its enactment and
READ TWO TIMES AND PASSED BY THE WELDON SPRING, MISSOURI, THIS	BOARD OF ALDERMEN OF THE CITY OF DAY OF 2025.
	Donald D. Licklider, Mayor
Attest:	
William C. Hanks, City Clerk	

BILL	NO.	
	1101	

ORDINANCE	NO.
OILDINATION	110.

To approve Bill No.

Motioned: ______
Seconded: _____

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

Absent:____

INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF WELDON SPRING

This contract (hereinafter "Agreement") is by and between St. Charles County, Missouri (hereinafter "County") and the City of Weldon Spring, Missouri (hereinafter "Municipality"), which parties enter into this three-year Agreement establishing the St. Charles County Police Department as the law enforcement authority for the Municipality. This Agreement is effective on the date of execution of the last signatory to this contract.

In consideration of the covenants, conditions, and provisions set out in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and the Municipality reach the following agreement for their mutual benefit:

Section 1: Definitions

In addition to the terms previously or subsequently defined, the following terms used herein shall be and have the following meanings when used in this Agreement:

- A. CITY CODE: Most recently published Code of the City of Weldon Spring, as amended from time to time.
- B. CITY HALL: Shall mean the building designated as the City Hall of the City of Weldon Spring, Missouri located at 5401 Independence Rd., Weldon Spring, Missouri 63304.
- C. CONTRACT YEAR: Shall mean either, Year One (2026), Year Two (2027) or Year Three (2028) of the Agreement as those terms are defined in this Section.
- D. DEPARTMENT: Shall mean the St. Charles County Police Department, which is responsible for the provision of services under this contract to the Municipality.

- E. MERIT SYSTEM: The system established in Chapter 115 of the Ordinances of St. Charles County, Missouri pursuant to the authority of Article VII of the Charter of the County of St. Charles, Missouri.
- F. SUPPORT SERVICES: Shall mean law enforcement detectives, forensic science and laboratory services, dispatching services and special operations services, such as canine, bomb disposal and tactical response team (SWAT) services, as well as administrative services such as vehicle maintenance and repair.
- G. YEAR ONE: Shall mean the term of January 1, 2026 to December 31, 2026.
- H. YEAR TWO: Shall mean the term of January 1, 2027 to December 31, 2027.
- I. YEAR THREE: Shall mean the term of January 1, 2028 to December 31, 2028.

Section II

County and Municipality have agreed that County will provide Police Officers during certain mutually agreed upon times to act in the role of Municipality's law enforcement presence within the Municipality's corporate limits, with the understanding that the Officers are subject to the chain of command and institutional policies of St. Charles County and its Police Department. This Agreement thus provides for the presence in the Municipality of certain Police Department personnel. While the Agreement currently contemplates that Municipality and County have agreed upon Police Officers, to be present within the municipality or engaged in law enforcement work on behalf of the municipality for a specific number of hours daily, Municipality has provided County with notice that as Municipal resources increase, Municipality may wish to increase the Police Department personnel on duty within Municipality, either in numbers or by increasing the times when Police Department personnel are present in Municipality in the manner provided in Section V subsection D of the Agreement.

When Police Officers are not present within the Municipality's corporate limits, County will respond to emergency calls from the citizens of Weldon Spring for service originating within the corporate limits of Municipality within the priority of all calls for service for the County.

Nothing in this Agreement shall relieve Municipality of its financial obligation to the St. Charles County Department of Corrections for jail usage for municipal ordinance violations.

The responsibilities and obligations of the parties are set out in further detail below.

Section III: General Terms

A. Obligations of the County:

The County agrees to perform the following services and acts:

- 1. The St. Charles County Police Department will provide municipal law enforcement patrol and crime response services to Municipality for **one hundred twelve (112) hours per week** (usually sixteen (16) hours per day). Said patrol and crime response services may include "Golf cart patrols" or alternative modes (bicycle, walking, etc.) of patrol in neighborhoods and during special events, motorcycle patrols, and traffic enforcement units operating within the corporate limits of Municipality.
- 2. Patrol Services shall be in a St. Charles County patrol vehicle with Police Department markings, carrying the designation "City of Weldon Spring" on the driver and passenger front quarter panel of the vehicle. Said vehicle shall be capable of being monitored remotely through GPS tracking.
- 3. Patrol and response services shall be delivered in the first instance by Police Officers assigned sixteen (16) hours each day, seven days a week, such time is projected to be split across the day (6:15 a.m. to 6:15 p.m.) and evening (6:15 p.m. to 6:15 a.m.) shift of each day, seven days per week but always as determined by the County Police Department after consultation from

Municipality and subject to any increase in Police Department personnel on duty within the Municipality, either in numbers or by increasing the times when Police Department personnel are present in the Municipality in the manner provided in Section V. subsection D of this Agreement.

- Back-up and support of the Police Department shall be available to that Police Officer in 4. the same manner as to all Police Officers in the Police Department, including but not limited to, Support Services.
- While Police Officers are on duty and present in the Municipality, they shall operate within 5. the Police Department's normal call response policy. This policy requires that they respond to certain calls as back-up officers, and those calls may be outside Municipality's corporate limits. If there are other Officers available and within reasonable response time, other Police Officers will be called first for back-up. Likewise, all Police Officers on duty will be available as back-up to Police Officers operating in Municipality.
- As part of Support Services, the St. Charles County Emergency Communications 6. Department will provide law enforcement dispatching services, normally contracted for by municipal police departments as a separate service, such dispatching services to include:
 - Dispatching of officers to 9-1-1 calls; a.
 - Dispatching of officers to calls received from seven-digit dialing; b.
 - Regional Justice Information Systems (REJIS) transactions; c.
 - Missouri Uniform Law Enforcement System (MULES) transactions; d.
 - Status checks; e.
 - Criminal history checks; f.
 - Dispatching service calls (non-emergency); and g.
 - Other dispatching services as may be required from time to time. h.
 - Integration of "Flock Camera" system for monitoring and notification to law i. enforcement officials.
- Police Officers will write violations of the law, making reference to violations of existing 7. Ordinances of the City of Weldon Spring, and if no such ordinance or State law exists, then to County ordinance, where applicable. At no time will Police Officers enforce private subdivision

covenants. County shall provide a protocols manual for Municipality, and likewise Municipality shall be responsible for providing to County copies of Municipal Ordinance books and sufficient Summons and warning books throughout the year for the assigned Police Officers, and such additional Police Officers who will provide coverage on the assigned officers' training days and days off. Police Officers shall be available to testify as necessary in Weldon Spring Municipal court.

- 8. The St. Charles County Department of Emergency Communications will provide law enforcement warrant entries and maintenance of Municipality's warrant file and copies of reports on arrests on a schedule agreed to between the Chief of Police and Municipality. The St. Charles County Police Department will create and maintain records concerning the performance of these services in the same manner as it creates and maintains records for St. Charles County. So long as St. Charles County Police Officers are contracted for as the exclusive principal municipal patrol and response officers for the Municipality, there will be no additional cost for the items listed in Section III, subsection A.6 of the Agreement.
- 9. As between the parties hereto, the Municipality is not responsible for defense of claims against the Police Department or County or personnel providing services under this Agreement, and insofar as either party is legally responsible for such defense, it is the County. St. Charles County will provide legal representation, defense, and indemnification of its Police Officers as set forth in Chapter 105 of the Ordinances of St. Charles County, Missouri, and other services provided pursuant to this Agreement. This provision shall not be understood as waiving the sovereign immunity by either party for conduct which the other party is responsible by law. This provision is not for the benefit of personnel or any other third party.

- 10. The Police Department shall provide all necessary training to such Police Officers and other officers, including hand-gun and rifle practice and qualification days, Peace Officer Standards and Training continuing educations hours required for a law enforcement officer to maintain his/her license and/or certifications required by law, and twelve (12) weeks of field training if necessary.
- 11. The Police Department shall have the right and duty of the day-to-day operation of the law enforcement patrol and response services and Municipality shall have no right to direct such operations. Municipality shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Officers or other Police Department personnel directly. The County does not relinquish any of its otherwise existing control or ability to monitor, supervise, or discipline its employees by virtue of entering into this Agreement. Each officer or employee who may perform services as a result of this Agreement still must adhere to the established orders, policies and procedures of the County.
- 12. Municipal violations of City of Weldon Spring ordinances shall be written to City of Weldon Spring Municipal Court. The Municipality and County agree that during times when officers assigned to the Municipality are dispatched outside the Municipality, the time outside the Municipality will be restored on that shift or on another shift. The County will promptly notify the Municipality of extraordinary incidents, or accidents involving serious injury or death.
- 13. The Police Department shall provide Municipality with law enforcement activity and crime reporting and statistical analysis. This will involve the segregation of Municipality's law enforcement activity and crime data, trends, and statistics, and monthly reports to the Municipality highlighting any such criminal activities or trends. A representative of the Police Department shall be available to attend meetings of the governing body of the Municipality on a quarterly basis to

provide brief summary and analysis of the activities and crime reports. The Chief of Police may invite elected officials of the Municipality and/or members of the community to tour St. Charles County police facilities, and meet with police personnel annually.

- 14. The Police Department shall provide Municipality with a quarterly article for the Municipality's newsletter and/or social media, including tips, trends, etc. unique or pertinent to the community. Further, the Police Department shall provide a profile of the police officer(s) assigned to perform patrol services to the Municipality for inclusion in said newsletter and/or social media.
- 15. The Police Department shall coordinate with the Municipality to develop a mutually agreed upon list of public festivals and/or special events and ensure that a representative of the Police Department is available to attend. Further, the Police Department shall, upon request by the Municipality and upon reasonable notice, make available a representative of the Police Department to attend subdivision Homeowners' Association meetings.
- 16. So long as St. Charles County Police Officers are contracted for as the exclusive principal municipal patrol and response officers for the Municipality, and so long as the County's budget allows, the County shall, by agreement with the school district, provide a dedicated School Resource Officer to public schools within the Municipality without any additional cost to the Municipality.

B. Obligations of the Municipality:

The Municipality shall:

1. Agree that the Mayor of Municipality or his/her designee shall be available to meet at least quarterly with the Chief of Police or his designee, or as needed.

- 2. Agree that the Police Department shall have the right and duty of the day-to-day operation of law enforcement patrol and response and Municipality shall have no right to direct law enforcement operations.
- 3. Agree that the City Administrator of the Municipality, or the Mayor in his absence, shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Department staff or Police Officers directly. The Chief of Police's designee is the Shift Supervisor unless written notice is provided otherwise by the Chief of Police to the Municipality.
- 4. Provide copies of Municipality's ordinances and sufficient summons and warning books throughout the year for the assigned Police Officers.
- 5. Provide a designated area at City Hall for Police Officers to use to complete reports, make follow-up calls, and complete other tasks ancillary to their work in Municipality.
- 6. As provided in Addendum to Police Services Contract attached to and incorporated in this Agreement, protect from interference any microwave paths of the St. Charles County Digital P25 Land Mobile Radio Microwave System, if those paths are within Municipality's jurisdiction.
- C. All law enforcement services and Support Services shall be according to Police Department protocols, which shall be available in written form to Municipality, upon request.

Section IV: Limitations

- A. This Agreement is not assignable by either party. The rights and privileges created and granted by this Agreement to provide the Law Enforcement Services are to be exercised solely by County and Municipality.
- B. Municipality has no authority to bind or obligate County without prior written approval of County.

Section V: Term of the Contract and Fees

- A. County and Municipality enter into this Agreement for a term covering the period of January 1, 2026, through December 31, 2028. County will begin services only upon payment of the amount for 2026.
- County and Municipality have reached agreement and understand that the Agreement calls B. for County to employ three (3) Officers and dedicate such personnel to Municipality. In that the Agreement thus binds the County to the hiring and retention of additional Merit System personnel, the Agreement is intended to be ongoing. Municipality therefore agrees that at all times it is, and intends to be, responsible for the cost of those personnel during the entire term of any fiscal year in which County has entered into performance. To that end, Municipality agrees that should it cancel the Agreement during any year, County shall retain the remainder of that year's contract amount as liquidated damages for that year. If cancellation occurs on or before December 1, the contract shall be null and void for the remaining fiscal years and no amount shall be due and owing in the remaining fiscal year(s). However, if Municipality has already paid the amount due as required herein, County shall retain the remainder of that year's contract amount as liquidated damages, and if Municipality has failed to pay the amount in full by December 31st of the previous year as called for by the contract, such amount shall be deducted from any prepayment to County and Municipality shall be liable for any unpaid amount. However, should the County cancel the Agreement during any year, the County shall refund any unused portion of that year's contract amount back to the Municipality on a pro-rated basis to the nearest full-month.
- C. Municipality agrees to pay \$387,484.00 per annum for continuous law enforcement services for sixteen (16) hours of patrol per day, seven days per week for Year One of the Agreement, such services requiring three (3) Police Officers and the acquisition of capital

equipment, all as more fully set out in **EXHIBIT 1**. The Municipality agrees to pay the actual cost of law enforcement services for **sixteen (16) hours of patrol per day, seven days per week for Year Two and Year Three, estimated to be \$385,732.00 per annum for Year Two and \$396,127.20 for Year Three of the Agreement; however, County and Municipality agree that this number is an estimate and Municipality will pay no more nor less than the County's actual cost. The County agrees that the annual payment amount will be billed quarterly with the last invoice being billed by December 1 of the year preceding each contract year and that the Municipality shall pay the amount due 30 days following each quarterly billing period with the annual payment amount being paid in full by December 31st of the year preceding each contract year.**

- D. The County agrees that for so long as the County Police Department serves as the exclusive law enforcement patrol and response service for the Municipality of Weldon Spring, County will waive the fees associated with the services described in Section III subsections A.6, 8 and 16 of the Agreement.
- E. Legal Contingencies. The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel, equipment, and materials and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums to the Agreement upon the Municipality giving prior written notice to County and the Police Department at least thirty (30) days before November 1 of the calendar year preceding the Contract Year to be amended, and upon the consent of County and the Police Department as to the proposed amended terms. The Police Department shall be the entity to provide such increased level of services if agreed upon. The costs of such service shall be determined in the same manner as the costs set forth in EXHIBIT 1.

Section VI: Termination

- A. This Agreement shall be in effect for a term covering the period of January 1, 2026 through December 31, 2028, unless terminated in accordance with the terms hereof. Both Municipality and County enter into the Agreement with the expectation that the Agreement will be renewed after this three (3) year term, however nothing in this Agreement binds the parties to a longer term.
- B. This Agreement may be terminated without cause by County or Municipality at any time by giving ninety (90) days prior written notice to the other party at the address shown on the signature page in Section VII, subject however, to the liquidated damages set forth in Section V.B. In the event that County cancels the Agreement, no liquidated damages shall be assessed against the Municipality, and the County will refund any unused portion of that year's contract amount back to the Municipality on a pro-rated basis to the nearest full-month.
- C. In the event Municipality fails to pay the annual fee within sixty (60) days of the date of billing, Municipality shall be considered in breach and the County may terminate this Agreement for cause on ten (10) days' written notice and make demand for its liquidated damages.
- D. Notwithstanding any other provision of the Agreement to the contrary, if County provides notice to Municipality that the cost of the Agreement for Year Two or Year Three are to exceed the estimated costs as provided in Section V, subsection C, of the Agreement by more or equal to three percent (3%) of the estimated cost for that respective Contract Year, Municipality may terminate the Agreement within sixty (60) days of receipt of said notice but not later than December 15th of the calendar year next preceding the Contract Year to which the notice applies, whichever is later. County shall provide the notice of costs by November 1 of the preceding year. Should Municipality elect to terminate the Agreement pursuant to this Section within the time provided, then no amount shall be due and owing to the County, including but not necessarily

limited to any amounts or liquidated damages that would have otherwise been owed to the County pursuant to Section V, subsection B.

Section VII: Notices

Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by delivering same to the party to receive notice either by one or more of the following methods: hand delivery, e-mail or facsimile transmission, or certified or registered United States mail, return receipt requested. All notices shall be delivered, transmitted by e-mail or fax or mailed pursuant to the following instructions:

If to County:

County Executive Steve Ehlmann Executive Office Building 100 North Third Street, Suite 318 St. Charles, Missouri 63301 E-mail: Executive@sccmo.org

with copies to:

Chief of Police Kurt L. Frisz 101 Sheriff Dierker Court O'Fallon, MO 63366 E-mail: Chief@sccmo.org

and

Acting County Counselor Rory O'Sullivan Executive Office Building 100 North Third Street, Suite 216 St. Charles, Missouri 63301 E-mail: Counselor@sccmo.org

If to Municipality:

Mayor Donald Licklider City of Weldon Spring 5401 Independence Road Weldon Spring, Missouri 63304 Facsimile number: (636) 441-8495

Notice served by e-mail, facsimile, or personal delivery shall be deemed delivered and received upon actual receipt which in the case of service by facsimile transmission may be proved by reference to the sender's printed facsimile transmission report, verified by affidavit of the operator, and in the case of personal delivery by the affidavit of the person or representative of the company effecting delivery. Notice of service by mail shall be deemed delivered on the second day following deposit of the notice in the United States Postal Service system as reflected on the certified or registered mail receipt.

ADDENDUM TO POLICE SERVICES CONTRACT

Microwave Path Protection. The parties to this Agreement as well as all Participating Jurisdictions in a certain Intergovernmental Agreement for the Construction, Operation, Ownership and Maintenance of the St. Charles County Digital P25 Land Mobile Radio Microwave System for Public Safety and Emergency Communications executed in or after October 2013 ("Radio Microwave Agreement") have a common interest in protecting that Radio Microwave System's microwave transmission paths from interference. To that end, each party to this Agreement shall:

- A. Ensure, if and when it erects facilities of its own, that those facilities shall not interfere with microwave paths employed by the System; and
- B. To the extent permitted by law and subject to it not constituting a taking under Article I, Section 26 of the Missouri Constitution or the Fifth Amendment to the Constitution of the United States of America:

1. Adopt:

- a. An ordinance, order or other regulation substantially similar to Chapter 416, Ordinances of St. Charles County, Missouri ("OSCCMo"), "Noninterference with St. Charles County's Emergency Microwave Communications System," for the purpose of; and/or
- b. Such other building and/or zoning regulations, procedures and/or policies pursuant to applicable law that are reasonably calculated to protect the System's microwave transmission paths from interference by tall structures; and
- 2. Upon receiving any application for a permit or other approval to erect a structure at least eighty (80) feet in height (unless applicable zoning regulations provide for a lower height) beneath a known microwave transmission path of the System as mapped on the County's GIS

mapping system at the time of the submission of any such application, refer that application to the Emergency Communications System Manager of St. Charles County ("System Manager") for a written determination of detrimental impact or no detrimental impact upon any microwave path of the System due to the proposed structure, with the preliminary and final findings of detrimental impact or no detrimental impact by the County's System Manager following the procedures set forth in Chapter 416, OSCCMo, such Chapter 416, OSCCMO, being incorporated by reference as though fully set forth herein; provided however, for any application for permit or approval referred by the Participating Jurisdiction, should the System Manager fail to provide findings of detrimental impact or no detrimental impact within ninety (90) days of submittal of such application to the System Manager by the Participating Jurisdiction, then the Participating Jurisdiction may deem such failure as a finding of no detrimental impact; and

- 3. Make reasonable efforts to negotiate with a permit applicant for the mitigation of any finding of detrimental impact upon a microwave path of the System due to the applicant's proposed structure, in which negotiations:
- a. The party shall secure County's access to any System Infrastructure (as defined in the above mentioned Radio Microwave Agreement) to be constructed, installed and dedicated or conveyed to County; and
- b. Municipality and County by and through its System Manager shall consult and cooperate with one another to ensure mitigation of any detrimental impact identified pursuant to Section B.2 of this Addendum.

[Remainder of page left intentionally blank]

WHEREFORE, the parties hereto have executed this Agreement and Addendum, with the effective date of the day and year last written below.

CITY OF WELDON SPRING, MISSOURI	ST. CHARLES COUNTY, MISSOURI
Donald Licklider, Mayor	Steve Ehlmann, County Executive
Date ATTEST:	Date RECOMMENDED BY:
City Clerk	Kurt Frisz, Chief of Police
	Oct. 22, 2025 Date
	ATTEST: Allie Overschmidt, County Registrar
	THE SEAL OF

Option to | 16-hour coverage daily

Year 1 (2026)

*Salary and Fringe Benefits:	
Annual Amount per Police Officer in FY2026:	\$ 112,277.52
Operating Expenditures:	
Equipment Repairs \$ 325.00	
Vehicle Repairs/Maintenance \$ 2,350.00	
Vehicle Rental \$ 12,400.00	
Fuel \$ 5,025.00	
Communications \$ 1,010.20	
Uniform Allowance \$ 1,000.00	
Miscellaneous Supplies \$ 300.00	
Patrol/Traffic Supplies \$ 325.00	
Total Operating Expenditures:	\$ 22,735.20
Law Enforcement Equipment:	
Mobile Data Unit \$ 3,000.00	
Total Law Enforcement Equipment:	\$ 3,000.00
Total Salary, Fringe Benefits, Operating and LE Equipment:	\$ 138,012.72
Hourly Rate:	\$ 66.35
	007 404 00
16 hours/day X 365/year:	\$ 387,484.00

^{*}This includes Permanent-Full Time, Health Insurance, Dental Insurance, Life Insurance, Disability, Social Security Contributions, Retirement Contributions, Employee Assistance Program, and Deferred Compensation.

Yew 2 (2027)

Weldon Spring Contract

Option 1: One (1) Officer during a 16-hour contracted patrol period

*Salary and Fringe Benefits:

Annual Amount per Police Officer in FY2027: \$ 114,523.07

Operating Expenditures:

Equipment Repairs \$ 350.00

Vehicle Repairs/Maintenance \$ 2,400.00

Vehicle Rental \$ 12,400.00

Fuel \$ 5,045.00

Communications \$ 1,010.20

Uniform Allowance \$ 1,000.00

Miscellaneous Supplies \$ 300.00
Patrol/Traffic Supplies \$ 350.00

Total Operating Expenditures: \$ 22,855.20

Law Enforcement Equipment:

Total Law Enforcement Equipment: \$

Total Salary, Fringe Benefits, Operating and LE Equipment: \$ 137,378.27

Hourly Rate: \$ 66.05

16 hours/day X365/year: \$ 385,732.00

^{*}This includes Permanent-Full Time, Health Insurance, Dental Insurance, Life Insurance, Disability, Social Security Contributions, Retirement Contributions, Employee Assistance Program, and Deferred Compensation.

*Salary and Fringe Benefits: Annual Amount per Police Officer in FY2028: 116,813.53 **Operating Expenditures:** Equipment Repairs \$ 375.00 Vehicle Repairs/Maintenance \$ 2,400.00 . 12,400.00 Vehicle Rental \$ 5,045.00 Fuel \$ Communications \$ 1,010.20 1,000.00 Uniform Allowance \$ Miscellaneous Supplies \$ 325.00 375.00 Patrol/Traffic Supplies \$ 22,930.20 Total Operating Expenditures: \$ Law Enforcement Equipment: Rifle Plate Replacement \$ 1,350.00 Total Law Enforcement Equipment: 1,350.00 Total Salary, Fringe Benefits, Operating and LE Equipment: 141,093.73 \$ 67.83 **Hourly Rate: \$** 396,127.20 \$ 16 hours/day X 365/year:

^{*}This includes Permanent-Full Time, Health Insurance, Dental Insurance, Life Insurance, e, Disability, Social Security Contributions, Retirement Contributions, Employee Assistance Program, and Deferred Compensation.



CITY OF WELDON SPRING

5401 Independence Road Weldon Spring, MO 63304 phone: (636) 441-2110

Date: December 8, 2025

fax: (636) 441-8495 www.weldonspring.org

MEMORANDUM

To: Mayor and Board of Aldermen

From: Don Stolberg, City Administrator

Subject: Ordinance Calling for an Election on Proposition U – Local Use Tax for the Parks

and Municipal Building Fund

Cc: City Clerk

Deputy City Clerk

Purpose

To consider adoption of an ordinance submitting to the qualified voters of the City a proposal to impose a local use tax at the same rate as the City's total local sales-tax rate, in accordance with §§ 144.600–144.761, RSMo.

Background

In 2018, the City previously submitted a use tax measure to the voters, which did not pass. Since that time, purchasing patterns have changed significantly. Online sales have continued to grow at a rapid pace, and more consumer transactions are now occurring through online retailers that do not collect the City's local sales tax. As a result, the City is experiencing revenue loss when compared to identical purchases made within Weldon Spring.

Nearly every neighboring jurisdiction—including the State of Missouri and St. Charles County—imposes a use tax on these purchases. Because Weldon Spring does not, the City does not receive its portion of the tax, even though the State and County already do. This is not a new or additional tax on residents; it simply ensures that the City receives the same revenue it would if the purchase had been made locally.

Municipal adoption of a use tax is increasingly common statewide as local governments adapt to the shift from brick-and-mortar retail activity toward e-commerce.

Revenue Impact

Based on current purchasing trends, staff estimates that implementation could generate between \$100,000 and \$200,000 or more annually in additional revenue for Weldon Spring. (In 2018, that amount was estimated at \$28,500.) These revenues would help offset the continued erosion of traditional local sales-tax receipts and ensure that residents who purchase goods online contribute equally to the municipal services they receive.

If approved, the use tax would be levied at one and one-half percent (1½%), equal to the City's existing sales-tax rate, and would automatically adjust if the sales-tax rate is changed by voter approval in the future.

Purpose of Revenue

All net proceeds of the local use tax would be deposited into the Parks and Municipal Building Fund and used solely for the development, improvement, maintenance, and operation of City parks, recreational facilities, and municipal buildings.

Election Details

The ordinance schedules submission of the question to the qualified voters of the City at the April 7, 2026 municipal election. The ballot language complies with § 144.757 RSMo and reads as follows:

"Shall the City of Weldon Spring impose a local use tax at the same rate as the total local sales-tax rate, provided that if the local sales-tax rate is reduced or raised by voter approval, the local use-tax rate shall also be reduced or raised by the same action, with revenues dedicated to the Parks and Municipal Building Fund for the development, improvement, and maintenance of City parks, facilities, and municipal buildings?"

☐ YES ☐ NO

Recommendation

Staff recommends approval of the ordinance calling for submission of Proposition U to the voters on April 7, 2026. Adoption will allow the City to place the measure on the ballot within the statutory deadline established by the St. Charles County Election Authority and to preserve the City's ability to capture revenue associated with online purchases that are already taxed by the State and County.

Attachments

- 1. Draft Ordinance Local Use Tax (Proposition U)
- 2. Sample "Proposition U Information Sheet" (Informational Only)

BILL NO.	ORDINANCE NO.
DILL 110.	OIBH 12H 10E 110.

AN ORDINANCE OF THE CITY OF WELDON SPRING, MISSOURI, IMPOSING A LOCAL USE TAX AT THE RATE EQUAL TO THE TOTAL LOCAL SALES TAXES IN EFFECT FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, APRIL 7, 2026.

WHEREAS, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the total rate of one and one-half percent $(1\frac{1}{2}\%)$; and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary, or special election;

NOW, THEREFORE, be it ordained by the Board of Aldermen of the City of Weldon Spring, as follows:

SECTION 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

SECTION 2. The rate of the tax shall be equal to the total local sales tax in effect. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

<u>SECTION 3.</u> This tax shall be submitted to the qualified voters of the City of Weldon Spring, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the General Municipal election to be held on Tuesday, April 7, 2026. The ballot of submission shall contain substantially the following language:

"Shall the City of Weldon Spring impose a local use tax at the same rate as the total local sales-tax rate, provided that if the local sales-tax rate is reduced or raised by voter

Donald D. Licklider, Mayor

 \square YES

 \square NO

If you are in favor of the question, place an "X" in the box opposite "Yes." If you are opposed to the question, place an "X" in the box opposite "No."

SECTION 4. Within ten (10) days after the approval of this ordinance by the qualified voters of the City of Weldon Spring, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

SECTION 5. This ordinance shall be in full force and effect upon its enactment and approval.

READ TWO TIMES AND PASSED BY THE BOAL	RD OF ALDERMEN OF THE	CITY OF
WELDON SPRING, MISSOURI, THIS		2025.

William C. Hanks, City Clerk

BILL	NO.	

ORDINANCE NO.	

To approve Bill #

Motioned: ______

	<u>Aye</u>	<u>Nay</u>	Abstention
Clutter			
Conley			
Culver Kolb	—		
Martiszus			
Yeager			
Licklider			

Absent:_____

Prop U information sheet

1. TALKING POINTS (Public / Meeting Script)

What is Proposition U?

- A local use tax applied to online/out-of-state purchases when local sales tax is not collected.
- Equalizes the tax treatment between online retailers and Weldon Spring businesses.

Is this a new tax?

• No. The State of Missouri and St. Charles County already collect this tax. Weldon Spring simply does not receive its municipal portion today.

Why now?

- Online purchasing has grown dramatically since 2018.
- That shift reduces City sales tax revenue that funds essential local services.
- More than 300 Missouri cities have now adopted a use tax.

How much revenue would this generate?

• \$100,000 to \$200,000 annually, based on current patterns.

How will the revenue be used?

Funds are restricted to the Parks and Municipal Building Fund and may only support:

- park development
- improvements and maintenance
- recreational facilities
- municipal building improvements

How will the tax be tracked?

• It automatically adjusts with the City's sales tax if changed in the future.

Does this tax apply to everyone?

• Only applies when buying taxable tangible goods out-of-state — not services or groceries.

It failed in 2018. What changed?

- Online sales were a smaller share of purchasing then.
- Residents now rely much more heavily on delivery platforms.
- Other Missouri cities have since adopted use taxes, closing leakage.

Who benefits?

- Weldon Spring residents through better parks, facilities, and buildings.
- Local businesses by leveling the playing field with online retailers.

	20	2021 202		2022 2023		2025	_20	2024 Sales tax		2024 Use tax	
Cities with a use tax		<u> </u>		(projected)		6% YTD May2025					
Crystal City (new for 202		13.11%	16.26%	23.16%	23.52%	20.82% YTD May2025				4 475 20	
Brentwood	•	.0.11,0			20.42%		\$	7,224,193	\$	1,475,38	
Bridgeton					35.89%		\$	4,596,460	\$	1,649,88	
Clayton					23.70%		\$	163,916		38,85	
Cool Valley					44.45%		\$	145,756	\$	64,78	
Country Club Village					15.29%		\$	118,712		18,15	
Country Club Hills					20.01%		\$	4,230,971		846,55	
Crestwood					17.01%		\$	606,670		103,22	
Dellwood					19.75%		\$	9,825,807	\$	1,940,66	
Des Peres					23.93%		\$	8,602,932	\$	2,058,69	
Florissant					15.45%		\$	1,227,161	\$	189,56	
Foristell					11.78%		\$	3,421,127	\$	402,95	
Frontenac					41.13%		\$	779,693	\$	320,65	
Glendale					45.25%		\$	8,100,205	\$	3,665,66	
-lazelwood					30.16%		\$	7,280,180	\$	2,195,78	
(irkwood					19.81%		\$	9,338,995	\$	1,849,91	
ake St. Louis							\$	6,131,014	\$	655,02	
Maplewood					10.68% 10.68%		\$	242,571	\$	25,90	
Moline Acres							\$	674,936	\$	118,59	
Montgomery City					17.57%		\$	253,965	\$	69,59	
New Melle					27.40%		\$	306,769		111,60	
Normandy					36.38%		\$	34,277,960	\$	8,249,49	
O'Fallon					24.07%		\$	1,482,571	\$	622,98	
Olivette					42.02%		\$	347,925		170,94	
Pagedale					49.13%		\$	7,015,310	\$	1,482,88	
Richmond Heights					21.14%		\$		\$	5,783,14	
St. Charles					17.42%		\$	262,614,379	\$	68,389,02	
St. Louis					26.04%		\$	2,613,456	\$	922,64	
Shrewsbury					35.30%		\$	3,179,008	\$	580,23	
Sunset Hills					18.25%		\$	741,094	,	45,86	
Twin Oaks					6.19%		\$	7,740,831		1,555,20	
University City					20.09%		\$	483,659	\$	85,14	
Warson Woods					17.60%		\$		\$	1,247,91	
Webster Groves					29.67%		\$	28,068,370	_	5,221,84	
Wentzville					18.60%		\$	20,000,070	Ψ	Oler Plan	
	erage: 1	3.11%	16.26%	23.16%	24.58%	20.82%					
					10 02%		\$	4,889,843,925	\$	534,057,16	
State of Missouri					10.92%		\$	140,278,394	\$	31,014,56	
St. Charles County					22.11%						

ORDINANCE NO.	
OKDINANCE NO.	

WHEREAS, on July 11, 2025, the Governor of the State of Missouri signed into law House Bill No. 1041, effective August 28, 2025, which enacted a new § 311.2026, of Chapter 311 of the Revised Statutes of Missouri; and

WHEREAS, Section 311.2026, Revised Statutes of Missouri (RSMo), temporarily permits licensees to operate twenty-four (24) hours and to sell or serve alcoholic beverages between 6:00 a.m. and 5:00 a.m. the next day, during the period of June 11, 2026, through July 19, 2026, unless a political subdivision exempts itself by ordinance; and

WHEREAS, the Board of Aldermen of the City Weldon Spring finds it in the best interests of the City and its residents to maintain the City's ordinary hours for the sale and service of alcoholic beverages; and

WHEREAS, the Board desires to provide clarity to local licensees regarding permissible hours during the above-referenced period.

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

SECTION 1. Opt-Out. Pursuant to RSMo §311.2026, the City hereby opts out and exempts itself from the temporary extension of hours authorized during the 2026 FIFA World Cup. For the period June 11, 2026, through July 19, 2026, all licensees within the City shall remain subject to the City's ordinary permissible hours for sale, service, and on-premises consumption of alcoholic beverages as set forth in the Municipal Code.

SECTION 2. <u>Administration</u>. The City Administrator is authorized to provide notice of this ordinance to the Missouri Division of Alcohol and Tobacco Control and to local licensees.

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

[REMINDER OF PAGE INTENTIONALLY LEFT BLANK]

BILL NO.	ORDINANCE NO.
	E BOARD OF ALDERMEN OF THE CITY OF DAY OF2025.
	Donald D. Licklider, Mayor
Attest:	
William C. Hanks, City Clerk	

To approve Bill No.

Motioned: ______Seconded: _____

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

Absent:____

Space Above Line Reserved for Recorder's Use Prepared by: Don Stolberg, City Administrator City of Weldon Spring 5401 Independence Road Weldon Spring, MO 63304

QUITCLAIM DEED

This QUITCLAIM DEED ("Deed"), made and entered into as of the _______ day of ______, 2025, by City of Weldon Spring, Missouri, a fourth class city and political subdivision of the State of Missouri ("Grantor"), having a mailing address of 5401 Independence Road, Weldon Spring, MO 63304; to grant all of Grantor's right, title, and interest in certain real estate described below to DCM Land 78 LLC, a Missouri limited liability company in the State of Missouri, ("Grantee") having a mailing address of 5731 Westwood Dr., Weldon Spring, Missouri 63304 ("Grantee").

WITNESSETH, that said Grantor, for and in good and valuable consideration provided by said Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to said Grantee, its successors and assigns, all of Grantor's right, title and interest in the following real estate situated in the City of Weldon Spring, County of St. Charles, State of Missouri, to wit (the "Real Property"):

A STRIP OF LAND VARYING IN WIDTH FROM 50 FEET TO 150 FEET, SITUATE IN SECTIONS 25,26, 27, 34, 35 AND 36, TOWNSHIP 46 NORTH, RANGE 3 EAST, AND PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF AN EXISTING PUBLIC ROAD AND THE CENTER LINE OF THE STRIP OF LAND HEREIN DESCRIBED, WHICH POINT OF INTERSECTION IS WEST 1,115.0 FEET AND NORTH 1° 17' WEST FROM THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 3 EAST; THENCE FROM SAID BEGINNING POINT WITH THE CENTER LINE OF SAID STRIP OF LAND 50 FEET IN WIDTH THE FOLLOWING COURSES AND DISTANCES, TO-WIT: NORTH 88° 10' WEST 319.7 FEET: THENCE NORTH 88° 53' WEST 371.6 FEET; THENCE NORTH 84° 04' WEST 192.1 FEET TO A POINT; THENCE INCREASING TO A WIDTH OF 150 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: NORTH 84° 04'WEST 423.1 FEET; THENCE NORTH 85° 41' WEST 294 FEET; THENCE NORTH 86° 48' WEST 141.7 FEET; THENCE NORTH 85° 04' WEST 341.7 FEET; THEN DECREASING TO A WIDTH OF 50 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: NORTH 89° 03'WEST 173.0 FEET; SOUTH 81°03' WEST 103.3 FEET; THENCE SOUTH 66° 51' WEST 158.6 FEET; THENCE SOUTH 59° 54' WEST 256.3 FEET; THENCE SOUTH 67° 53'WEST 100 FEET; THENCE SOUTH 71° 19' WEST 458.3 FEET; THENCE SOUTH 76° 15'WEST 241.6 FEET; THENCE SOUTH 69° 04'WEST 117 FEET; THENCE SOUTH 56° 30'WEST 111 FEET; THENCE SOUTH 51° 23' WEST 150.5 FEET; THENCE SOUTH 63° 55'WEST 108.7 FEET; THEN INCREASING TO A WIDTH OF 150 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS; THENCE SOUTH 66° 06' WEST 165.6 FEET; THENCE SOUTH 66° 06' WEST 172.4 FEET; THENCE SOUTH 68° 17' WEST 223.1 FEET; THENCE SOUTH 60° 03' WEST 70.6 FEET; THENCE SOUTH 60° 03'WEST 153.4 FEET: THENCE DECREASING TO A WIDTH OF 50 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: SOUTH 38° 58' WEST 116.8 FEET; THENCE SOUTH 25° 15'WEST 114.6 FEET; THENCE SOUTH 14° 43' WEST 174.7 FEET; THENCE SOUTH 10° 44' WEST 455.4 FEET; THENCE SOUTH 32° 56' WEST 94.4 FEET; THENCE SOUTH 64° 33' WEST 99.7 FEET; THENCE SOUTH 81° 53' WEST 214.2 FEET; THENCE SOUTH 68° 44' WEST 418.1 FEET; THEN INCREASING TO A WIDTH OF 150 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: SOUTH 61° 43' WEST 225.9 FEET; THENCE SOUTH 54° 33' WEST 132.3 FEET; THENCE SOUTH 54° 18'WEST 132.3 FEET; THENCE SOUTH 33° 29'WEST 129.4 FEET; THENCE; SOUTH 19° 11'WEST 119.8 FEET; THENCE SOUTH 1° 26' WEST 24 FEET; THENCE SOUTH 1° 26' WEST 211.4 FEET; THEN DECREASING TO A WIDTH OF 50 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: SOUTH 11° 49' WEST 71 FEET; THENCE SOUTH 31° 01' WEST 69.8 FEET; THENCE SOUTH 58° 04'WEST

71.1 FEET; THENCE SOUTH 65° 19' WEST 222.2 FEET TO THE EASTERN EDGE OF THE PAVEMENT OF U.S. HIGHWAY 40-61.

Subject to all easements, restrictions and conditions of record.

above written.

My Commission Expires:

TO HAVE AND TO HOLD said Real Property, together with all rights and appurtenances to the same belonging, unto said Grantee and to Grantee's successors and assigns forever. By conveyance through this Quitclaim Deed, the Grantor makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has or may have to the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year first

Notary

Space Above Line Reserved for Recorder's Use Prepared by: Don Stolberg, City Administrator City of Weldon Spring 5401 Independence Road Weldon Spring, MO 63304

GRANTEE'S RIDER

Attached to and made a part of the Quit Claim Deed, executed by the City of Weldon Spring, Missouri, as Grantor, to **DCM Land 78 LLC**, as Grantee, for property known and described as follows:

A STRIP OF LAND VARYING IN WIDTH FROM 50 FEET TO 150 FEET, SITUATE IN SECTIONS 25,26, 27, 34, 35 AND 36, TOWNSHIP 46 NORTH, RANGE 3 EAST, AND PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF AN

EXISTING PUBLIC ROAD AND THE CENTER LINE OF THE STRIP OF LAND HEREIN DESCRIBED, WHICH POINT OF INTERSECTION IS WEST 1.115.0 FEET AND NORTH 1° 17' WEST FROM THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP, 46 NORTH, RANGE 3 EAST; THENCE FROM SAID BEGINNING POINT WITH THE CENTER LINE OF SAID STRIP OF LAND 50 FEET IN WIDTH THE FOLLOWING COURSES AND DISTANCES, TO-WIT: NORTH 88° 10' WEST 319.7 FEET: THENCE NORTH 88° 53' WEST 371.6 FEET: THENCE NORTH 84° 04' WEST 192.1 FEET TO A POINT; THENCE INCREASING TO A WIDTH OF 150 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: NORTH 84° 04'WEST 423.1 FEET; THENCE NORTH 85° 41' WEST 294 FEET; THENCE NORTH 86° 48' WEST 141.7 FEET: THENCE NORTH 85° 04' WEST 341.7 FEET; THEN DECREASING TO A WIDTH OF 50 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: NORTH 89° 03'WEST 173.0 FEET; SOUTH 81°03' WEST 103.3 FEET; THENCE SOUTH 66° 51' WEST 158.6 FEET; THENCE SOUTH 59° 54' WEST 256.3 FEET; THENCE SOUTH 67° 53'WEST 100 FEET; THENCE SOUTH 71° 19' WEST 458.3 FEET; THENCE SOUTH 76° 15'WEST 241.6 FEET; THENCE SOUTH 69° 04'WEST 117 FEET; THENCE SOUTH 56° 30'WEST 111 FEET; THENCE SOUTH 51° 23' WEST 150.5 FEET; THENCE SOUTH 63° 55'WEST 108.7 FEET; THEN INCREASING TO A WIDTH OF 150 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS; THENCE SOUTH 66° 06' WEST 165.6 FEET; THENCE SOUTH 66° 06' WEST 172.4 FEET; THENCE SOUTH 68° 17' WEST 223.1 FEET; THENCE SOUTH 60° 03' WEST 70.6 FEET; THENCE SOUTH 60° 03'WEST 153.4 FEET; THENCE DECREASING TO A WIDTH OF 50 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: SOUTH 38° 58' WEST 116.8 FEET; THENCE SOUTH 25° 15'WEST 114.6 FEET; THENCE SOUTH 14° 43' WEST 174.7 FEET; THENCE SOUTH 10° 44' WEST 455.4 FEET; THENCE SOUTH 32° 56' WEST 94.4 FEET; THENCE SOUTH 64° 33' WEST 99.7 FEET; THENCE SOUTH 81° 53' WEST 214.2 FEET; THENCE SOUTH 68° 44' WEST 418.1 FEET; THEN INCREASING TO A WIDTH OF 150 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: SOUTH 61° 43' WEST 225.9 FEET; THENCE SOUTH 54° 33' WEST 132.3 FEET; THENCE SOUTH 54° 18'WEST 132.3 FEET; THENCE SOUTH 33° 29'WEST 129.4 FEET; THENCE; SOUTH 19° 11'WEST 119.8 FEET; THENCE SOUTH 1° 26' WEST 24 FEET; THENCE SOUTH 1° 26' WEST 211.4 FEET; THEN DECREASING TO A WIDTH OF 50 FEET AND CONTINUING WITH THE CENTER LINE AS FOLLOWS: SOUTH 11° 49' WEST 71 FEET; THENCE SOUTH 31° 01' WEST 69.8 FEET; THENCE SOUTH 58° 04'WEST 71.1 FEET; THENCE SOUTH 65° 19' WEST 222.2 FEET TO THE EASTERN EDGE OF THE PAVEMENT OF U.S. HIGHWAY 40-61

Subject to all easements, restrictions and conditions of record.

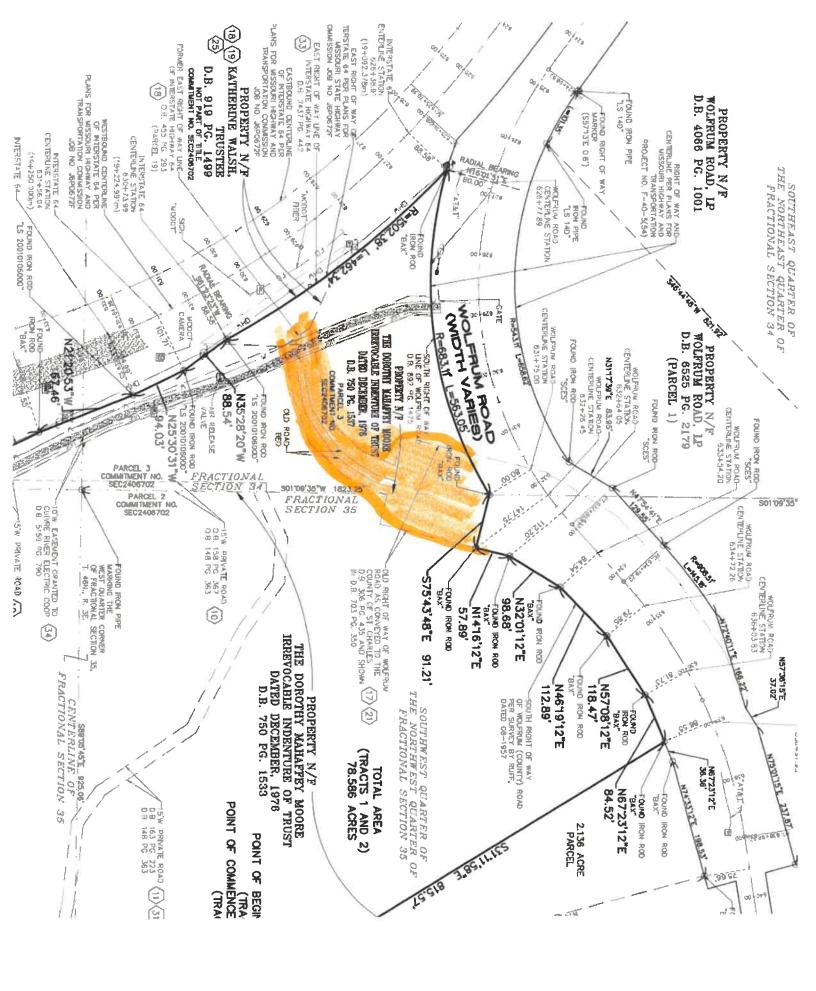
IN WITNESS WHEREOF, the Grantee has accepted the attached Quit Claim Deed, as evidenced by the execution of this rider, as of the day and year set forth in said Quit Claim Deed.

Grantee:

DCM Land 78 LLC

	_
David Kolb, President	
	David Kolb, President

STATE OF MISSOURI)
COUNTY OF ST. CHARLES) ss)
known (or satisfactorily proven) to that he executed the foregoing inst	, 2025, before me appeared David Kolb , to me personally be the manager of DCM Land 78 LLC , and acknowledged rument on behalf of said limited liability company and by its is the free act and deed of DCM Land 78 LLC .
IN TESTIMONY WHEREOF, I has County and State aforesaid, the day	ave hereunto set my hand and affixed my official seal in the and year first above written.
	Notary
My Commission Expires:	





*** OFFICIAL PROCLAMATION ***

WHEREAS	day to be set aside for the planting of trees, and	
WHEREAS	this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and	
WHEREAS	Arbor Day is now observed throughout the nation and the world, and	
WHEREAS	trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, <i>and</i>	
WHEREAS	trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, <i>and</i>	
WHEREAS	trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, <i>and</i>	
WHEREAS	trees — wherever they are planted — are a source of joy and spiritual renewal.	
NOW, THEREFORE,	I, Donald D. Licklider , Mayor of the City of Weldon Spring , do hereby proclaim the last Saturday in April as ARBOR DAY In the City of Weldon Spring , and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and	
FURTHER,	I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.	
DATED THIS	11thday of	
	Mayor	

