

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



**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON THURSDAY, NOVEMBER 13, 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, November 13, 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. APPROVAL OF MINUTES**
 - October 23, 2025 – Regular Board Meeting Minutes
- 6. CITY TREASURER'S PACKET**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
- 9. COMMITTEE REPORTS/DISCUSSION**
 - 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 Culver**
 - 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Granted by & Subject to the Provisions of Sections 144.600 Through 144.761 RSMo; Providing for the Use Tax to be Repealed, Reduced or Raised in the Same Amount as any City Sales Tax is Repealed, Reduced or Raised; & Providing for Submission of The Proposal to the Qualified Voters of the City for Their Approval at the General Municipal Election to be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**

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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.

WCB
on 11-10-25
@ 10:00am



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

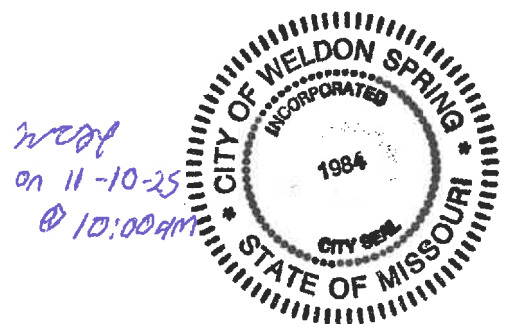
**** AGENDA CONTINUE****

- 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**
- D. Initial Construction Escrow Release Request from Fischer & Frichtel for Persimmon Trace Subdivision – **City Administrator**

10. RECEIPTS & COMMUNICATIONS

- A. Public Safety Report – **SCCPD Representative**
- B. Parks & Recreation Advisory Committee (PRAC) Report – **Alderman Conley**
- C. City Administrator Report (Informational) – **City Administrator**
 - Red Barn Drainage Improvements Bid Results (**Informational**)

11. ADJOURNMENT



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**CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
OCTOBER 23, 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, October 23, 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 | |
| Ward 2: | Alderman Conley | Alderman Kolb |
| Ward 3: | Alderman Martiszus | Alderman Culver |

Alderman Yeager was absent. A quorum was declared.

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

PUBLIC COMMENTS:

- **Neil Joseph, 770 Southbrook Forest Court:** Mr. Joseph expressed concern about the accumulation of debris and the excessive overgrowth of cattails in the retention pond, which is the maintenance responsibility of CenterPointe Hospital.
- **Debbie Borland, 755 Southbrook Forest Court:** Mrs. Borland voiced her concern about safety issues related to transient individuals in the parking lot at CenterPointe Hospital.

MINUTES:

August 28, 2025 – Regular Board Meeting Minutes: Alderman Culver moved to approve the minutes from the August 28, 2025, regular meeting, as submitted. The motion was seconded by Alderman Clutter. **Motion carried** with 5 ayes.

October 9, 2025 – Regular Board Meeting Minutes: Alderman Clutter moved to approve the minutes from the October 9, 2025, regular meeting, as submitted. The motion was seconded by Alderman Martiszus. **Motion carried** with 4 ayes. Alderman Culver abstained from voting.

TREASURER'S REPORT:

Alderman Clutter made a motion to accept the Treasurer's packet of paid bills from October 3, 2025, to October 16, 2025, as submitted. The motion was seconded by Alderman Culver. **Motion carried** with 5 ayes.

UNFINISHED BUSINESS:

Wolfrum Road: Mr. Stolberg (City Administrator) informed the Board that he and Bill Schnell (City Engineer) met with Infrastructure Management at the site. He added that Infrastructure Management plans to begin work on Friday (October 24th) or Monday (October 27th), with completion expected within two to three weeks.

NEW BUSINESS:

Summit of Whitmoor Walking Trail Maintenance Easements: Alderman Clutter explained to the Board that a portion of the walking trail—approximately 250 feet—located between the Summit of Whitmoor and Whitmoor subdivisions was never dedicated to the City. He stated that the trail lies on private property spanning three lots, one of which is located in unincorporated St. Charles County. He further noted that the trail was constructed differently than what was depicted on the recorded plat. A discussion ensued.

Mr. Wohler (City Attorney) expressed concerns regarding the use of public tax dollars to maintain property outside the City limits, the potential long-term obligation to maintain the trail, liability for any injuries occurring on it, possible conflicts with property owners' rights, and the fact that any costs associated with improving or maintaining the trail had not been authorized by the Board.

Alderman Kolb added that the property owners must first be in agreement before the City can consider accepting any dedication. A brief discussion followed.

Alderman Kolb made a motion to authorize City staff to draft a letter—with the assistance of Mr. Wohler—and to have Alderman Clutter and Alderman Yeager deliver the letters and further explain the issue to the three property owners. The motion was seconded by Alderman Culver. **Motion carried** with 5 ayes.

REPORTS & COMMITTEES:

Alderman Conley requested that the minutes reflect she spoke with members of the Kiwanis Club during the ribbon cutting for the new playground structure at Weldon Spring City Park. She noted there was interest in exploring possible grant opportunities through the Kiwanis Club in the future.

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

ADJOURNMENT:

Alderman Conley moved to adjourn the meeting at 8:26 PM, seconded by Alderman Martiszus. **Motion carried** with 5 ayes.

Respectfully submitted,

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

***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 AND ENFORCEMENT OF CERTAIN MUNICIPAL ORDINANCES
RELATED TO POLICE SERVICES AND MATTERS RELATING THERETO***

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

SECTION 1: That Section 70.220 of the Revised Statutes of Missouri allows for municipal corporations to enter into agreements for the provision of services with other political subdivisions.

SECTION 2: That the Board of Aldermen of the City of Weldon Spring, Missouri, hereby authorize the Mayor to execute an agreement for intergovernmental law enforcement services with St. Charles County, a copy of which is attached hereto as "Exhibit A" and is incorporated by reference herein.

SECTION 3: 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 _____ 2025.***

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill No.

Motioned: _____

Seconded: _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstention</u> |
|-----------|------------|------------|-------------------|
| 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 I: 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.

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- 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.

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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

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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.

4. Back-up and support of the Police Department shall be available to that Police Officer in the same manner as to all Police Officers in the Police Department, including but not limited to, Support Services.

5. While Police Officers are on duty and present in the Municipality, they shall operate within 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.

6. As part of Support Services, the St. Charles County Emergency Communications Department will provide law enforcement dispatching services, normally contracted for by municipal police departments as a separate service, such dispatching services to include:

- a. Dispatching of officers to 9-1-1 calls;
- b. Dispatching of officers to calls received from seven-digit dialing;
- c. Regional Justice Information Systems (REJIS) transactions;
- d. Missouri Uniform Law Enforcement System (MULES) transactions;
- e. Status checks;
- f. Criminal history checks;
- g. Dispatching service calls (non-emergency); and
- h. Other dispatching services as may be required from time to time.
- i. Integration of "Flock Camera" system for monitoring and notification to law enforcement officials.

7. Police Officers will write violations of the law, making reference to violations of existing 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

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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.

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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 education 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

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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.

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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.

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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.

B. County and Municipality have reached agreement and understand that the Agreement calls 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

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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**.

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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

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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

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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

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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]

2026-2028 Weldon Spring Police Services

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

11.05.2025

Date

ATTEST:

RECOMMENDED BY:

City Clerk

Kurt Frisz, Chief of Police

Oct. 22, 2025

Date

ATTEST:

Allie Overschmidt, County Registrar



Option #1
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

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.*

Year 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:

| | | |
|--------------------------------------|--------------|------------------|
| <i>Equipment Repairs</i> | \$ 350.00 | |
| <i>Vehicle Repairs/Maintenance</i> | \$ 2,400.00 | |
| <i>Vehicle Rental</i> | \$ 12,400.00 | |
| <i>Fuel</i> | \$ 5,045.00 | |
| <i>Communications</i> | \$ 1,010.20 | |
| <i>Uniform Allowance</i> | \$ 1,000.00 | |
| <i>Miscellaneous Supplies</i> | \$ 300.00 | |
| <i>Patrol/Traffic Supplies</i> | \$ 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 X 365/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.*

Year 3 (2028)

***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 | |
| Vehicle Rental | \$ | 12,400.00 | |
| Fuel | \$ | 5,045.00 | |
| Communications | \$ | 1,010.20 | |
| Uniform Allowance | \$ | 1,000.00 | |
| Miscellaneous Supplies | \$ | 325.00 | |
| Patrol/Traffic Supplies | \$ | 375.00 | |
| Total Operating Expenditures: | \$ | | 22,930.20 |

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

Hourly Rate: \$ 67.83

16 hours/day X 365/year: \$ 396,127.20

**This includes Permanent-Full Time, Health Insurance, Dental Insurance, Life Insurance, 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
fax: (636) 441-8495
www.weldonspring.org

MEMORANDUM

To: Mayor and Board of Aldermen Date: November 6, 2025

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. _____

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 (1½ %); 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.

SECTION 3. 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

BILL NO. _____

ORDINANCE NO. _____

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

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 BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS _____ DAY OF _____ 2025.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill No.

Motioned: _____

Seconded: _____

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

Absent: _____

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WELDON SPRING, MISSOURI,
EXEMPTING THE CITY FROM RSMO., SECTION 311.2026 (HOUSE BILL 1041)
RELATING TO 24-HOUR OPERATION OF LIQUOR LICENSEES
BEGINNING JUNE 11, 2026, THROUGH JULY 19, 2026**

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 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. Administration. 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. _____

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____ 2025.*

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill No.

Motioned: _____

Seconded: _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstention</u> |
|-----------|------------|------------|-------------------|
| Clutter | _____ | _____ | _____ |
| Conley | _____ | _____ | _____ |
| Culver | _____ | _____ | _____ |
| Kolb | _____ | _____ | _____ |
| Martiszus | _____ | _____ | _____ |
| Yeager | _____ | _____ | _____ |
| Lickliden | _____ | _____ | _____ |

Absent: _____

Title XX ALCOHOLIC BEVERAGES**Chapter 311**< > • **Effective - 28 Aug 2025**

311.2026. Sale of intoxicating liquor at 2026 FIFA World Cup Tournament — requirements — expiration date. — 1. For the purposes of this section, the term "FIFA World Cup Tournament" means the international soccer tournament that takes place every four years and is organized by the Federation Internationale de Football Association.

2. Notwithstanding any other provisions of this chapter to the contrary, any person or establishment possessing the qualifications and meeting the requirements of this chapter that is licensed to sell intoxicating liquor by the drink at retail for consumption on the premises in any city, county, district, or other political subdivision in this state may, for the duration of the 2026 FIFA World Cup Tournament, beginning on June 11, 2026, through July 19, 2026, operate twenty-four hours a day and sell, serve, and allow for the consumption of alcoholic beverages between the hours of 6:00 a.m. and 5:00 a.m. of the following day. This temporary extension of service hours shall apply to all licensed areas at a licensed establishment. The provisions of this chapter relating to hours of operation, time of closing or opening, or hours of sale of intoxicating liquor by the drink at retail for consumption on the premises shall not apply to such licensees for the duration of this temporary extension, except as provided under this section.

3. Licensees are not required to apply to the commission for approval and no special temporary license or permit shall be required of any licensee for the purposes of this temporary extension, subject to any local restrictions on hours of operation as provided under subsection 4 of this section or additional conditions for compliance under any applicable local laws, ordinances, rules, or regulations.

4. If any city, county, district, or other political subdivision in this state objects to the extension of hours for licensees within its jurisdiction, the governing body of such political subdivision may exempt itself by ordinance from the provisions of this section or may modify by ordinance the hours applicable to such political subdivision for the temporary period allowed by this section to be not less than the ordinary permissible hours of service applicable to such political subdivision but not to exceed the hours allowed under this section.

5. This section shall expire on July 20, 2026.

(L. 2025 H.B. 1041)

Expires 7-20-26

---- end of effective 28 Aug 2025 ----

[use this link to bookmark section 311.2026](#)

Click here for the [Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law](#)

In accordance with Section [3.090](#), the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



► Other Information

► Other Links



Missouri Senate



MO.gov



Missouri House

Errors / suggestions -
WebMaster@LR.mo.gov



History and Fun Facts

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A Homebuilding Legacy Since 1945

11/04/2025

Bill J. Schnell, P.E.
City Engineer
City of Weldon Spring
5401 Independence Rd.
Weldon Spring, MO 63304
Office 636-441-2110 ext. 110
Remote/Cell 636-299-0469

Mr. Schnell

Fischer & Frichtel Custom Homes LLC hereby requests the inspection of and release down of the Construction Escrow Estimate for the **Persimmon Trace** project. The attached schedule of values indicates the categories currently being requested for release and the percentage complete by line item, and also by sub total by category. The total requested release is in the amount of \$289,672.00. This request leaves a balance of \$96,028.00 for future release subject to the agreement. Please keep in mind that the Total construction escrow amount included a separate line item for the 10% Maintenance that is not being requested.

The escrow security is with Central Trust Bank. Upon your approval, please provide a release letter to the security holder with copy to me. Please don't hesitate to contact me with any questions or comments to this request:

Sincerely,



Chris DeGuentz

Vice President





A Homebuilding Legacy Since 1945

11/04/2025

Bill J. Schnell, P.E.
City Engineer
City of Weldon Spring
5401 Independence Rd.
Weldon Spring, MO 63304
Office 636-441-2110 ext. 110
Remote/Cell 636-299-0469

Mr. Schnell

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The escrow security is with Central Trust Bank. Upon your approval, please provide a release letter to the security holder with copy to me. Please don't hesitate to contact me with any questions or comments to this request:

Sincerely,

Chris DeGuentz

Vice President



City Clerk

From: Don Stolberg
Sent: Tuesday, November 4, 2025 3:37 PM
To: City Clerk
Subject: FW: [EXTERNAL] RE: [EXTERNAL] FW: Report(s) for Persimmon Trace (20241111.00) - Reduction in Construction Guarantee
Attachments: Persimmon Trace Release Request 1 - Construction 110425.pdf; Improvements Cost Estimate 2025-02-13 RELEASE REQUEST 1.pdf; Improvements Cost Estimate 2025-02-13 RELEASE REQUEST 1.xls

Can we get this on the agenda as well? Thank you

Don Stolberg, MPPA

City Administrator



City of Weldon Spring
5401 Independence Rd.
Weldon Spring, MO 63304
(636) 441-2110 ext. 102
dstolberg@weldonspring.org

Please Note: I've sent this email at a time that works best for me. If you get this outside your normal working hours, respond a time that works best for you. Managing work and life integration is different for each of us. Thank you!

From: City Engineer <cityengineer@weldonspring.org>
Sent: Tuesday, November 4, 2025 2:45 PM
To: Don Stolberg <dstolberg@weldonspring.org>; City Treasurer <citytreasurer@weldonspring.org>
Cc: City Planner <cityplanner@weldonspring.org>
Subject: FW: [EXTERNAL] RE: [EXTERNAL] FW: Report(s) for Persimmon Trace (20241111.00) - Reduction in Construction Guarantee

Andy/Don,

Attached is a request from F&F to reduce the amount retained based on the completed work. F&F now has the streets, sanitary sewers, storm sewers and public utilities installed.

I agree the amount can be reduced as proposed.

Please review and let me know if you concur. I don't know if Don got the first email – it appears Chris had Michael Padella listed in the emails.

Thanks,
Bill

Bill J. Schnell, P.E.

Example to submit:

To determine the LOC amount, an estimate of quantities/values was submitted. If 100% of that item is completed – show 100% complete, etc.

Let me know if you have any questions.

Thanks,
Bill

Bill J. Schnell, P.E.
City Engineer
Weldon Spring
5401 Independence Rd.
Weldon Spring, MO 63304
Office 636-441-2110 ext. 110
Remote/Cell 636-299-0469

Part-Time Work Hours
Monday/Tuesday/Thursday – 8AM to 4PM



From: Chris DeGuentz <CDeGuentz@fandfhomes.com>
Sent: Thursday, October 2, 2025 2:22 PM
To: City Engineer <cityengineer@weldonspring.org>
Subject: [EXTERNAL] FW: Report(s) for Persimmon Trace (20241111.00)

PERSIMMON TRACE
CITY OF WELDON SPRING
Subdivision Improvements Escrow Cost Estimate

| Grading | | 2/13/2025 | | 11/4/2025 | | TBD | |
|------------------|----------|-----------|-----------|------------|------------|----------------|---------------------|
| | | Escrow | | Release 1 | | Future Release | |
| Description | Quantity | Unit Cost | Amount | % Complete | Release #1 | Future | Remaining % |
| Grading | 22,500 | CY | \$ 2.80 | 100% | \$ 63,000 | | 0.00% |
| Subtotal Grading | | | \$ 63,000 | 100% | \$ 63,000 | | 0.00% CONSTRUCTION |
| 10% of Subtotal | | | \$ 6,300 | 0% | \$ - | \$ 6,300 | 100.00% MAINTENANCE |

| Storm Sewer | | 2/13/2025 | | 11/4/2025 | | TBD | |
|-----------------------|----------|-----------|-------------|------------|------------|----------------|---------------------|
| | | Escrow | | Release 1 | | Future Release | |
| Description | Quantity | Unit Cost | Amount | % Complete | Release #1 | Future | Remaining % |
| 12" RCP | 552 | LF | \$ 34.00 | 100% | \$ 18,768 | | 0.00% |
| 15" RCP | 34 | LF | \$ 38.00 | 100% | \$ 1,292 | | 0.00% |
| 18" RCP | 116 | LF | \$ 40.00 | 100% | \$ 4,640 | | 0.00% |
| 24" RCP | 140 | LF | \$ 50.00 | 100% | \$ 7,000 | | 0.00% |
| Pipe Bedding 12" RCP | 552 | CY | \$ 3.70 | 100% | \$ 2,042 | | 0.00% |
| Pipe Bedding 15" RCP | 34 | CY | \$ 3.70 | 100% | \$ 126 | | 0.00% |
| Pipe Bedding 18" RCP | 116 | CY | \$ 3.70 | 100% | \$ 429 | | 0.00% |
| Pipe Bedding 24" RCP | 140 | CY | \$ 3.70 | 100% | \$ 518 | | 0.00% |
| Jetting | 842 | LF | \$ 1.50 | 100% | \$ 1,263 | | 0.00% |
| 12" FES | 1 | EA | \$ 517.00 | 100% | \$ 517 | | 0.00% |
| 18" FES | 2 | EA | \$ 621.00 | 100% | \$ 1,242 | | 0.00% |
| 24" FES | 2 | EA | \$ 724.00 | 100% | \$ 1,448 | | 0.00% |
| Area Inlet | 6 | EA | \$ 2,070.00 | 100% | \$ 12,420 | | 0.00% |
| Curb Inlet | 2 | EA | \$ 1,350.00 | 100% | \$ 2,700 | | 0.00% |
| Double Curb Inlet | 2 | EA | \$ 2,575.00 | 100% | \$ 5,150 | | 0.00% |
| Outfall Structure | 2 | EA | \$ 6,210.00 | 100% | \$ 12,420 | | 0.00% |
| Rock Blanket | 70 | SY | \$ 57.00 | 100% | \$ 3,990 | | 0.00% |
| Subtotal Storm Sewers | | | \$ 75,955 | 100% | \$ 75,955 | | 0.00% CONSTRUCTION |
| 10% of Subtotal | | | \$ 7,597 | 0% | \$ - | \$ 7,597 | 100.00% MAINTENANCE |

| Water Quality | | 2/13/2025 | | 11/4/2025 | | TBD | |
|----------------------------|----------|-----------|-------------|------------|------------|----------------|----------------------|
| | | Escrow | | Release 1 | | Future Release | |
| Description | Quantity | Unit Cost | Amount | % Complete | Release #1 | Future | Remaining % |
| 4" PVC (SCH 40) Underdrain | 160 | LF | \$ 8.00 | 0% | \$ - | | 0.00% |
| Cleanout on 4" Underdrain | 9 | EA | \$ 200.00 | 0% | \$ - | | 0.00% |
| Bio-Retention | 1,793 | SF | \$ 18.00 | 0% | \$ 32,274 | | 100.00% |
| Bio-Retention Seedling | 1 | EA | \$ 5,000.00 | 0% | \$ - | | 0.00% |
| Subtotal Water Q | | | \$ 40,354 | 0% | \$ - | \$ 40,354 | 100.00% CONSTRUCTION |
| 10% of Subtotal | | | \$ 4,035 | 0% | \$ - | \$ 4,035 | 100.00% MAINTENANCE |

| Paving | | 2/13/2025 | | 11/4/2025 | | TBD | |
|--------------------------|----------|-----------|------------|------------|------------|----------------|---------------------|
| | | Escrow | | Release 1 | | Future Release | |
| Description | Quantity | Unit Cost | Amount | % Complete | Release #1 | Future | Remaining % |
| 6" Concrete Pavement | 3,747 | SY | \$ 35.00 | 100% | \$ 131,145 | | 0.00% |
| 4" Type 5 Aggregate Base | 4,014 | SY | \$ 4.40 | 100% | \$ 17,662 | | 0.00% |
| Street Sign | 2 | EA | \$ 200.00 | 0% | \$ - | | 0.00% |
| Stop Sign | 2 | EA | \$ 200.00 | 0% | \$ - | | 0.00% |
| Sawcut Pavement | 190 | LF | \$ 10.00 | 100% | \$ 1,900 | | 0.00% |
| Subtotal Paving | | | \$ 151,507 | 0% | \$ 150,707 | | 0.53% CONSTRUCTION |
| 10% of Subtotal | | | \$ 15,151 | 0% | \$ - | \$ 15,151 | 100.00% MAINTENANCE |

| Concrete Sidewalk | | 2/13/2025 | | 11/4/2025 | | TBD | |
|---------------------------|----------|-----------|-----------|------------|------------|----------------|----------------------|
| | | Escrow | | Release 1 | | Future Release | |
| Description | Quantity | Unit Cost | Amount | % Complete | Release #1 | Future | Remaining % |
| Concrete Sidewalk 4' wide | 4,215 | SF | \$ 4.70 | 0% | \$ - | | 0.00% |
| Subtotal sidewalk | | | \$ 19,811 | 0% | \$ - | | 0.00% |
| 10% of Subtotal | | | \$ 1,981 | 0% | \$ - | \$ 19,811 | 100.00% CONSTRUCTION |

| TOTALS | | 2/13/2025 | | 11/4/2025 | | TBD | |
|------------------------------------|--|-----------|------------|-----------|------------|----------------|-------------------------------------|
| | | Escrow | | Release 1 | | Future Release | |
| | | | \$ 350,637 | 82.61% | \$ 289,672 | | 17.39% CONSTRUCTION |
| 10% Maintenance Total | | | \$ 35,064 | 0.00% | \$ - | \$ 35,064 | 100.00% MAINTENANCE |
| TOTAL CONSTRUCTION / MAINT. ESCROW | | | \$ 385,700 | 75.10% | \$ 289,672 | \$ 96,028 | 24.90% CONSTRUCTION AND MAINTENANCE |