

## CITY OF WELDON SPRING BOARD OF ALDERMEN WORK SESSION ON THURSDAY, JUNE 23, 2022, AT 6:30 P.M. WELDON SPRING CITY HALL 5401 INDEPENDENCE ROAD WELDON SPRING, MISSOURI 63304

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

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

#### Link to join Zoom Video-Conference Meeting:

https://us02web.zoom.us/j/82204253514?pwd=t0AmT8h1E9NeJE6rWZcgRvW-ZfhVUc.1

Meeting ID: 822 0425 3514 Password: 311715

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

Meeting ID: 822 0425 3514 Password: 311715

#### \*\*\*\*WORK SESSION AGENDA 06/23/22 at 6:30 PM\*\*\*\*

1. CALL TO ORDER

2.	ROLL CALL and DETERMINATION OF A QUORUM
	A. Ald. Baker Ald. Kolb
	Ald. Clutter Ald. Martiszus
	Ald. Conley Ald. Yeager
3.	NEW DISCUSSION
	A. Contracted Police Services – Memorandum of Understanding (MOU) Responses – City
	Administrator
	B. Contracted Municipal Court Services - Memorandum of Understanding (MOU)
	Responses – City Administrator
4.	OTHER DISCUSSION
5.	ADJOURN WORK SESSION



## CITY OF WELDON SPRING BOARD OF ALDERMEN REGULAR MEETING ON THURSDAY, JUNE 23, 2022, AT 7:30 P.M. WELDON SPRING CITY HALL 5401 INDEPENDENCE ROAD WELDON SPRING, MISSOURI 63304

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

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

#### Link to join Zoom Video-Conference Meeting:

https://us02web.zoom.us/j/87600128437?pwd=ZFBMNK0mWLKWWrUQVxKOZdKLfGOuHx.1

Meeting ID: 876 0012 8437 Password: 236712

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

Meeting ID: 876 0012 8437 Password: 236712

#### \*\*\*\*BOARD OF ALDERMEN REGULAR AGENDA - 06/23/22 at 7:30 PM\*\*\*\*

<ul> <li>6. CALL TO ORDER</li> <li>7. PLEDGE OF ALLEGIANCE</li> <li>8. ROLL CALL and DETERMINATION OF A QUORUM <ul> <li>A. Ald. Baker</li> <li>Ald. Kolb</li> <li>Ald. Clutter</li> <li>Ald. Martiszus</li> </ul> </li> </ul>
Ald. Conley Ald. Yeager
<ol> <li>CITIZENS COMMENTS (Citizens that would like to address the Board should fill out a comment card and remit to the City Clerk. Comments should be limited to three minutes.)</li> </ol>
10. CITY TREASURER REPORT
A. Paid Bills to be Approved (June 8, 2022 – June 16, 2022)
B. Paid City Credit Card Bill (May 22, 2022)
20 I and only offent out a pin (filey 22, 2022)
11. UNFINISHED BUSINESS
<ul> <li>A. New Perspective of Weldon Spring Presentation – Kelsey Hjorth, Boldt Capital, LLC</li> <li>B. Bill #1176: An Ordinance Granting a Conditional Use Permit for Weldon Spring RE, LLC, to Allow A Nursing &amp; Residential Care Facility in a "PC" Planned Commercial Zoning District on a Certain Tract of Land Located at 400 Siedentop Road in the City of Weldon Spring, Missouri – Alderman Yeager</li> </ul>
C. Bill #1177: An Ordinance Approving the Area Plan for New Perspective of Weldon Spring
– Alderman Yeager
D. Bill #1178: An Ordinance of the City of Weldon Spring, Missouri, to establish a Procedure to Disclose Potential Conflicts of Interest & Substantial Interests for Certain Officials – Alderman Kolb
E. Bill #1179: An Ordinance of the City of Weldon Spring, Missouri, Authorizing the Mayor to Execute A Cooperation Agreement Between the County of St. Charles and the City of Weldon Spring, Missouri, for Participation in the Community Development Block Grant Program for Fiscal Years 2023 Through-2025 – Alderman Clutter
12. NEW BUSINESS
A. Contracted Police Services – Memorandum of Understanding (MOU) Responses – City Administrator
B. Contracted Municipal Court Services - Memorandum of Understanding (MOU) Responses - City Administrator
13. REPORTS & COMMITTEES
A. City Administrator Report – City Administrator
14. RECEIPTS & COMMUNICATIONS
15. CLOSED SESSION – In Accordance with RSMo <u>Section 610.021</u> , the Board of Aldermen may go into Closed Session during this meeting to discuss matters of Litigation, Legal Actions, and/or Communications from the City Attorney as provided under <u>Section 610.021 (1)</u> , and/or Real Estate under Section <u>610.021 (2)</u> .
16. ADJOURNMENT

PAID BILLS TO BE APPROVED JUNE 8, 2022 -- JUNE 16, 2022 EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS , MAYOR 23RD DAY OF JUNE, 2022

6/7/2022 -- 6/16/22 ACCOUNTS PAY
VENDOR REFERENCE

ACCOUNTS PAYABLE CLAIMS REPORT

CHECK DATE

CHECK #

**AMOUNT** 

**GL ACCT NO** 

AZAR PRINTING INC	PRINTING NEWSLETTER	10-10-5211	1,087.32	51129385	6/7/2022
AZAR PRINTING INC	POSTAGE - NEWSLETTER	10-10-5213	483.64	51129385	6/7/2022
BRIAN THIEMANN	DEPOSIT FOR JULY 4TH FIREWORKS	20-20-5217	2,500.00	9474	6/8/2022
FLO-SYSTEMS INC	NID SEWER REPAIRS FINAL	31-31-5566	2,839.05	9478	6/15/2022
FLO-SYSTEMS INC	NID SEWER REPAIRS FINAL	33-33-5249	2,839.05	9478	6/15/2022
HEAVY DUTY EQUIPMENT	MOWER BLADES	20-20-5237	139.14	9473	6/8/2022
LASHLY & BAER, P.C.	MUNI PROSECUTING ATTY	10-10-5304	360	9475	6/10/2022
SHULTS SEPTIC SERVICE LLC	NID LIFT STATION INSTALLATION	31-31-5566	9,000.00	16583	6/14/2022
SURECUT SOLUTIONS	GROUNDS MAINT AT PARK	20-20-5450	1,055.00	9479	6/15/2022
SURECUT SOLUTIONS	ROW MOWING APRIL 2022	22-22-5265	1,890.00	9477	6/15/2022
SURECUT SOLUTIONS	ROW MOWING MAY 2022	22-22-5265	3,150.00	9479	6/15/2022
UNITED HEALTHCARE	EMPLYEE PORTION HEALTH INS	10-02-2110	591.71	9476	6/15/2022
UNITED HEALTHCARE	EMPLYER PORTION HEALTH INS	10-10-5132	1,532.47	9476	6/15/2022

Accounts Payable Total

27,467.38



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

Bill To

Invoice #	12059518
Date	6/7/2022

nvoice	Invoice #	01300001
	Date	הנטנונו

	P.O. NO.	TERMS	DUE DATE	SHIP VIA	JOB NO.
		Due on receipt	6772022	Courier	060722A
Description		ð	-	Rote	
2,409 Newsletters 8 1/2 x 11 8 page saddle stitched booklet 4/4 on 80# gloss text	5			870.00	870.00
Direct Address inkjetting			2 343	4000	1
List import Delivery to Post Office Delivery to City Hall				55.00	82.32 55.00 45.00
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<u>=</u>	Hy of Weldon Spring 401 Independence Road Veldon Spring, MO 63304
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<b>8</b>	City of 5401 i Weldo

	P.O. NO.	TERMS	DUE DATE		SHIP VIA	JOB NO.
		Due on receipt	6/7/2022	022		postage
Description	_	δö		Rate		Amount
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			-	(8.238%)		\$0.00
			-	Total		\$483.64

## **BOOM BOOM SHACK** INVOICE

Sold to:

6/6/2022

Date:

City of Weldon Spring Weldon Spring, MO

Pay to the Order of: Brian Thiemann 804 Cedar Tree Dr. Weldon Spring, MO 63364 thlemen@sbodlobal.net

Fireworks\* for Independence Celebration 07/02/22

\$0.00

\$2,500,00

50% Down Delivery: Taxes: Total Due: \$2,500.00

\$5,000.00

50% due on invoice, balance due after event. \*Itemized details can be provided after purchase, upon request.

\$2500.00

50% down

Remainder in July 2500,00

# MFLO-SYSTEMS PROCESS EQUIPMENT, INC.

INVOICE Invoice # E22191

06/01/2022 Date

> Troy, Minois 62294 905 Cherry Lane

...GO WITH THE FLO... CITY OF WELDON SPRINGS 5401 INDEPENDENCE ROAD WELDON SPRINGS, MO 63304 Bill To

Ship To 5636 INDEPENDENCE AD PPELDON SPRINGS, MO 63394	

P.O. No.	Тепта	Due Date	Rep	Ship Date	Ship Via	<u>s</u>	FOB	-	Our Order#
Michael Padella	Net 30	07/01/2022	AW	06/01/2022	BEST		SHP PT	-	E23-1-103
Item			Description	LIO .		ð	Oth Shipped	Rafe	Total
E/ONE	п ш ц и	DH071-74 Complete Station w/50 Supply Cable, Electric Disconnect, Simplex Alarm Panel, 240V Pumpoore SN#DH792161	ect, Simplex	v/50' Supply Ca Alarm Panel, 24	bie, ov	-		6,039.00	6,039.00
Freight Discount-City of Weldon		Freight Courtesy Discount: 10% on E/One (All service, parts, pumps, panels, etc.)	at: All service, pa	rts, pumps, pan	els,			120.00 150.00 -630.90	120.00 150.00 -630.90
		31-31-5566		*2839.05	6 b				
						Sa	Sales Tax (5.95%)	(%)	\$0.00
We would love to hear your feedback! Give us a call or scan this QR code and	e to hear y or scan thi	our feedback! 3 QR code an	734 5		34	5	Total		\$5,678.10
lea	leave us a review!	ew!	<u>- L</u>		dnë.	Paj	Payments/Credits	lits	\$0.00
Phone #		618-667-7890	<u>"</u>		4	Ba	Balance Due	ie	\$5,678.10
	E-mail		>	Web Site		F	Finance charge of 1.5% will be made	1.5% w	ill be made
kellycaraker	kellycaraker@flosystems.com	com	www.fi	www.flosystems.com		Per affe	per month on unpaid balances 30 days after they become due	aid bala	nces 30 days
							Amend frame	unc.	

17371 N. Outer 40 Road Chesterfield, MO 63005 Phone: (636) 530-1911 Fax: (636) 530-4548

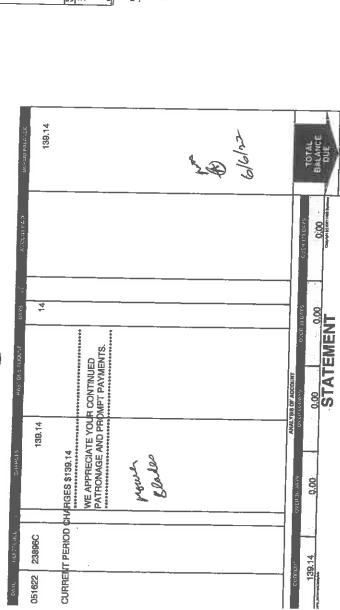
## HEAVY DUTY EQUIPMENT CROWN DIVERSIFIED

www.heavydutyturf.com

909 E. Karsch Blvd. Farmington, MO 63640 Phone: (573) 756-4121 Fax: (573) 756-5539

Page 1 05/30/2022 636-485-3840 17099 STMT DATE: PHONE: CUSTOMER NO:

WELDON SPRING MO 63304 CITY OF WELDON SPRING 5401 INDEPENDENCE RD



139.14

Total Amt. Pald

05/30/2022

17099

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7.14 Locus MO 63101-1699
7.51-314 621.6844
www.lathyber.com

Belleville, IL 62220-1602 vr.: 618 233.5587 By Appointment Only 11 LINGII 20 Bast Main Street

Shuits Septic Service, LLC 5656 Satiown Rd Milistadt, II. 62260 P: 619-444-8875 Info@shuitsseptic.com



ACCOUNT # 1543
PO #
DATE 06/08/2022 INVOICE #1770 START 8

0044 Invoice # 326954 0 Matter #: 037145.000001 PEI#43-1063672

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

June 7, 2022

Serve as City's Prosecuting Attorney 유 (8)

REMITTANCE ADVICE

Total Fees

\$360.00 \$360.00 Current Invoice Due

To Ensure Proper Credit Please Enclose Remittance Advice with Payment.

Billing Address City of Weldon Spring Aftr: Michael Padella

Service Address
Aftn: Michael Padella
5636 Independence Road
Weldon Spring, MO 63304

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From: City of Weldon Spring

\$9,000.00 Amount due Balance Check # Payment Invoice #1770 Upon Receipt Account # 1543 Terms

Shults Septic Service, LLC 5656 Saxtown Rd Millstadt, IL 62260

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Make payment payable to: Shufts Septic Service, LLC

Please return with your payment.

Sureout solutions 610 Babler Park Drive Wildwood, MD 62005

Phone; 636-458-1805 Fax: 636-458-6646 Email: robin@surecutlawneare.com

City of Weldon Spring, Missouri 5401 Independence Road Weldon Spring, MO 6330

Invoice#	17699
Date	4/30/2022

Phone: 636-458-1805 Fax: 636-458-6646 Email: robin@surecutlawneare.com

City of Weldon Spring, Missouri 5401 Independence Road Weldon Spring, MO 6330

# apiovul	17700
Date	5/31/2022

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Amount	375.00 275.00 275.00 440.00 325.00 225.00 756.00 756.00 600.00	\$4,205.00	00:0\$	\$4,205.00
Quantity	איז		Payments/Credits	e Due
Rate	75.00 55.00 85.00 65.00 55.00 55.00 150.00 35.00	Total	Paymei	Balance Due
Description	Pittnan Hill Rd mowed: 5/2/22, 5/9/22, 5/16/22, 5/23/22, 5/30/22 Pittnan Hill Rd (Option 1); 5/2/22, 5/9/22, 5/16/22, 5/23/22, 5/30/22 Sammelmann Rd mowed: 5/2/22, 5/9/22, 5/16/22, 5/23/22, 5/30/22 Wolfrum Rd mowed: 5/2/22, 5/9/22, 5/16/22, 5/23/22, 5/30/22 Independence Rd mowed: 5/2/22, 5/9/22, 5/16/22, 5/23/22, 5/30/22 Independence Rd mowed: 5/2/22, 5/9/22, 5/16/22, 5/33/22 Sicclentop Rd mowed: 5/2/22, 5/9/22, 5/16/22, 5/33/22 Sicclentop Rd mowed: 5/2/22, 5/9/22, 5/16/22, 5/30/22 Independence Rd Anowed: 5/2/22, 5/9/22, 5/16/22, 5/30/22 Independence Rd -Along Camelot Sub (Option 2) mowed: 5/2/22, 5/9/22, 5/16/22, 5/30/22 Weldon Springs City Hall: 5/30/22 Weldon Springs City Hall: 5/30/22    Columbia Springs City Hall: 5/30/22   Columbia Springs City Hall: 5/30/22	Prices on the involce are marked at a cash discount of 3%. If another form of payment is used, the 3% fee will be added to the purchase. Use each and save!	Payments not received within 30 days of the date of the invoice will be assessed a 5% late fee.	Email: robin@surecullawneare.com
ŧ	225.00 165.00 2240.00 240.00 195.00 150.00 105.00	890.00	\$0.00	890.00

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UnitedHealthcare

UHS Premium Billing PO BOX 94017 Palatine, IL 60094-4017

Manuge your Apocein;

Workselforms Tools for the form Invoice No. 465387879084
Invoice Date: 08/10/2022
Customer No: 04/59028
Bill Group No: 1
Coverage Period: 07/01/2022 - 07/31/2022
Due Date: 07/01/2022

DPSSSSPKG CITY OF WELDON SPRING MISSOURI MICHAEL PADELLA 5401 INDEPENDENCE RD WELDON SPRING MO 63304-7845

## Account Summary

4	44	30 We offer:	31		
1.1.20,04	-\$3,624,44	\$0.00	\$2,874.31	\$750.13	
	Payments (-)	Account Adjustments (+/-)	Current Charges (+)	Current Adjustments (+/-)	

# Thank you for your business.

About Your Payment	Offer several payment options to help you manage your account
	Neof
	-25

Pay Online. Go to www.amptoyeroservices.com to make a one-time payment or schedule mortifity payments directly from your bank account.

Pay By Phone. Call 1-888-842-4571, TTY 711, 8 a.m. – 8 p.m. ET, Monday – Fridsy, to make a payment directly from your bank account.

\$2,124,18

Total Balance Due

Pay By Check. Send a check to the address listed below. Checks returned for lack of funds or checks that cen't be cashed for any reason are not considered payment.

Payment is due in full on or before the due date above. If full payment is not received by the end of your grace period, your coverage may be terminated as stated in your policy requirements. If a premium payment is deposited late, it does not automatically mean we will accept the premium.

Please detach and return with your payment.

Customer Name
GITY OF WELDON SPRING MISSOURI
O4F9028

G101/2022

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G485338792084

Minimum Amount Due: \$2,124.18

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UHS Premium Billing PO BOX 94017 Palatine, IL 60094-4017

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Amount Enclosed

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# PAID CREDIT CARD BILLS TO BE APPROVED May-22

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS 23RD DAY OF JUNE, 2022

P.O. BOX 8100 **BYNKCARD SERVICES** 

05/09 05/06 55432862127200922388789

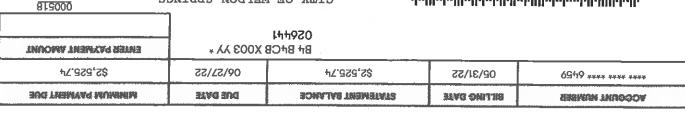
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**SACHARY JORDAN** 



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2401 INDESENDENCE KD

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Central Bank | Commercial Payments

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THE HOME DEPOT 3022

SCHUDCKS COLLIFAILLE

ADOBE CREATIVE CLOUD

**DURCHASES** 

65102

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#### Commercial Banks | Commercial Payments

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B Page 3 of 3	Br * BrC	**************************************		IVN BEFEBEICE NUMBER	HA ISON



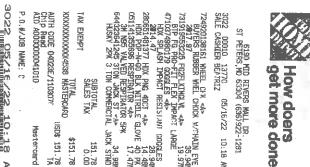
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10.10.5325	10.10.5325   Consultant - Network				799.50			
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Date:

Total Mileage Reimbursement

Amazon: PPE Bluetooth Head Phones

Office Supplies: PR Intern Keyboard

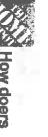
Pacilities: Blower Fan for flooded basement

Staff Meeting & Chris H. Going away party

Office Supplies: Communication Binders, Etc.

Staff PPE for Parks & Facilities

Adobe Creative Suite



xey 2698-199 (989) enodq Ofts-144 (868) Weldon Spring, MO 63304 2401 Independence Road

Expense Report/Reimbursement Request Form

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Subtotals:

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2/18/2022

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Department/A(tivity:

Total Reimbursement to Employee/City Official: \$

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Cottleville

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Online

Destination:

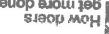
Home Depot memleW

Home Depot Cottleville

Total Misc./Other Purchases: \$



> < hemisw GIVE US TEECHDECK & SURVEY, WE THANK TONI





345 Park Avenue San Jose CA 95110-2704 United States Federal Tax ID: 77-0019522

Payment Terms Purchase Order Invoice Number Order Number 5028925859
Customer Number 553715157
Currency USD Invoice Date 2161811760 29-APR-2022 Credit Card HDB051502002

Bill To
Zachary Jardan
Zachary Jardan
City of Weldon Spring
S401 Independence Rd
St. Charles County
Weldon Spring MO 63304-7845

INVOICE tem Details

Service Term: 25-APR-2022 to 25-MAY-2022

PRODUCT NUMBER PRODUCT DESCRIPTION

Creative Cloud All Apps with 109GB QUANTITY UNIT ġ UNIT PAICE 5299 NET AMOUNT 52.99 TAX RATE 500% TAXES 0.00

Invoice Total

NET AMOUNT (USD)

TAXES (SEE DETAILS FOR RATES)

5299 000

https://helpx.adobe.com/contact.html

Billing Contact

Thank you for your business!

Page 1 of 1

amazon.com

Final Details for Order #112-7468376-6973007
Print this page for your records.

Amazon.com order number: 112-7468376-6973007 Order Total: \$109.99 Order Placed: May 19, 2022

Shipped on May 20, 2022

Items Ordered

1 of: ISOtunes PRO 2.0 Bluetooth Earplug Headphones, 27 dB Noise Reduction Rating, 16+ Hour Battery, IPG's Durability, Noise Cancelling Mic, OSHA Compliant Professional Hearing Profector (Safety Orange) sold by: Isotunese (saliet profile)

\$109.99

Shipping Address: Mitchell Jordan 811 RUTH DR SAINT CHARLES, MO 63301-1151

TOTAL \$2,99

United States

Shipping Speed: FREE Prime Delivery

Payment information

MasterCard [ Last digits: 4538 Payment Method:

Billing address Mitcheil Jordan 5401 INDEPENDENCE RD WELDON SPRING, MO 63304-7845

Estimated tax to be collected:

\$0.00

Grand Total: \$109.99

Total before tax: \$109.99

Shipping & Handling:

\$0.00

Item(s) Subtotal: \$109.99

United States

**Credit Card transactions** MasterCard ending in 4538: May 20, 2022: \$109.99

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice @ 1996-2022, Amazon.com, Inc. or its affiliates

Sylposobos J May



get more done.

21 DETERS, MO 63304 (636)922-1281

2055 00055 88888 02\70\555 04:18 bW

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VAME CODE 04262E 22/52/90 Batch it dateB

**4IT** 005 MUOMA 89.71\$ 44/44 MASTERCARE фIJ ENCRYPTED BY ELAYON (祖子株: 000000019 900000 # JBAJBS

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**APPROVED** 

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THANK YOU

CUSTOMER COPY

RETURN POLICY DEFINITIONS
FOR TO THE TRANSPORT
FOR THE TRANSPORT
F

P.O.#JOOB NAME: CITY OF WELDON SPRINGS

NATOTAL XAT SELAS

Mastercard

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#### 5401 Independence Road Expense Report/Reimbursement Request Form

X#4 2618-111 (929) enong 0112-144 (868) Weiden Spring, MO 63304



City Credit Department/Activity: ward truck :erutengi2 Michael Padella 6/14/2022 Date:

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# Guest Folio (Individual)

Michael Padella 5401 Independence Rd, Weldon Spring, MO 63304 USA

# Folio # 206766 Arrival Wednesday May 4, 2022 Departure Friday May 6, 2022 Nights 2 Adults/Children 2 0 Room Type King Studio Room # 412 Group MO City County Management

Total Due	Payments	Taxes	Total Charges	Charge St
\$0.00	-\$268.80	\$12.80	\$256.00	иле Summary

Date Wed 5/4/22 Thu 5/5/22 Fri 5/6/22
Description Nightly Chg Room 412 Nightly Chg Room 412 Nightly Chg Room 412 Guest Payment MC 1875
Price Oty 128.00 1 128.00 1 -268.80
Extended Cost 128.00 128.00 -268.80
Sales Tax 0.00 0.00
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Total Charge 134,40 134,40 -268,80
Вайнцка 134.40 268.80 0.00

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200.00
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580
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Folio Printed On: Frt, 5/6/22 10:10AM

Camden on the Lake ~ 2359 Bittersweet Rd. ~ Lake Ozark, Missouri 65049 ~ (573) 365-5620 ~ www.camdenonthelake.com

Page# [



16.45 SUBTOTAL SALES TAX 0.00 HDX 22 CVT 40CL CYFVB DRIW FINEBS 013521074180 220 DRIW FIRE 45 54131N 3022 00009 04482 O5/13/22 07:39 AM SALE CASHIER JANICE 21 BELEBS'NO 63304 (636)822-1281

AUTH CODE 04921E/4092170 brasonetas# 15**0\$** \$4.97 

P.O.M.JOB NAME: CITY PARKS

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## How doers get more done.

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P.O.#JOB NAME: CITY PARKS

Expense Report/Relmbursement Request Form

XEY 5698-199 (989) 9636) 441-2110 phone Weldon Spring, MO 63304 5401 independence Road

Date:

:eted Supervisor's Review: Total Reimbursement to Employee/City Official: \$ Total Misc./Other Purchases: \$ miles (X) 56.0¢ Rate per mile (=) \$ . Total Mileage Reimbursement :абрајјуј -56.69 \$ 6.288 -08 15 46 B Trash Cass Liders 100 9 (100) 86.44 FOR BASEMENT 794:8 88/9/5 Expense: Destination: Time: ShuomA Reimbursable THE PERSON Purchase May a Miscr City Credit Card Department/Activity:

:916G

cc/H/9

Approved by:

:ameN



#### **Expense Report/Reimbursement Request Form**

5401 Independence Road Weldon Spring, MO 63304 (636) 441-2110 *phone* (636) 441-8495 *fax* 

Name:	William C.	Hanks					Date:	6/14/2022
Signature:	3	- c stante						, , , , , , , , , , , , , , , , , , , ,
Departmen							,	
Date:	Time:	Destination:	Reason:	Mile age:	Ci	ty Credit Card Purchase Amount:	Misc. Reimbursable Expense:	FOR CITY TREASURER USE ONLY
5/4/2022		MOCCFOA	State Membership Renewal		\$	25.00		5204
5/9/2022		Idrive	Service/Network Backup Yearly Subscription		\$	799.50		6325
5/9/2022		GovConnections	Antivirus Yearly Subscription		\$	440.64		53.24
5/9/2022		Missouri Municipal League	2022 Elected Official Training Conference Registration - Edwina Conley		\$	135.00		5203
5/13/2022		Missouri Municipal	MML Webinar - Comprehensive Planning		\$	10.00		6203
			Subtotals:		Ś	1,410.14	c	
Mileage:	miles (2	X) 56.0¢ Rate per mile			17.	27420727		
		Total Misc./Other Pa	urchases: \$ .					
	Total Re	imbursement to Empl	oyee/City Official: \$ .					
Supervisor's	Review: ,			Date:			_	
Approved b	y: hle	Def falella		Date:	Ç	1/14/22		

Treasuric City Clarks & Finance Officers Association
Treasuric, Corey Snead
PO Box 420
Earlier, No 64730
(660) 1879-4182
Carnead@citynfbutlermo.com

Weldon Spring
Bill Hanks
S401 Independence Rd.
Weldon Spring, MO 83304

Weldon Spring, MO 83304

Transactions

Transactions

Credit Card Payments- Visa 9690 on 05/02/2022

Transactions

America

32.00

Transactions

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IDrive Inc., 26115 Mureau Road, Suite A, Calabasas, CA 91302. Tax ID: 95-4527848

63304 BIII To 5401 Independence Rd William Hanks

Ship To 63304 5401 Independence Rd William Hanks

<u>Sold To:</u>
City of Weldon Spring
5401 Independence Rd
Weldon Spring MO 63304

Transaction Details	Description	Amount Charged
Date: 05-08-2022 Card Number:	Username: admin@weldonspring.onmicrosoft.com Current Plan: IDrive Business Yearly	\$799,50
06869444444444	Comments: Renewal charge	
We appreciate your business.	\$\$	(Total \$799.50)

https://www.ldrive.com/idrive/viewjap#dinvoice.jap?p=0

ż



Invoice

PUBLIC SECTOR SOLUTIONS
GovConnection, Inc.
7503 Standish Place
Rockville MD 20865
RE

REMIT TO ADDRESS GOVGONNECTION, INC. DBA CONNECTION PO BOX 536477 PITTSBURGH PA 15253-5906

PLEASE RACLOSE ATTACHED REMITTANCE
RECEIP TOTHY VOLUS PAVIEUT
Fédéral ID No. Invoice No. Invoice ⊃ala
52-1837881 72791352 06607/2022
Company reteins a parchese motes accurity inference
Equipment until portreit is nation in da.

Shipped To:
City of Weldon Spring
Bill Hanks
5401 Independence Rd
Weldon Spring MO 63304-7845

Quantity
Back
Drdered Ordered Shipped
24 24 CORP. SALES (800)800-0019 Data of Order Order No. Customer Purchase Order No. Account No. 05/04/2022 61480918 36012302 item No. Aced Govt Chrly WF8vc2-25U Raw MFG# WFRA0008 CREDIT DEPT (888)294-0268 21060090 Description Terms Z, CUSTOMER SERV (800)800-0019 Data Shipped Shipped Via 05/07/2022 UPS - GROUND COMMERCIAL Unit Price 18.3600 Extension 440.64

Invoks payment has been charged \$440.64 to card \*\*\* \*\*\* 9890

440.64 0.00	Merchandise Sales Tax
0.00	Shipping/Packaging
Page #1	Beokordered flems will be shipped and muckeed to you as soon as they are evariable.

Invoice Total

0.00

Ordered By

Bill Hanks

	PITTSBURGH PA 15253-5906	DBA CONNECTION PO BOX 538477	61480918	Order No.	
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727913520000000000		RECEIPT WITH YOUR PAYMENT	72791352	Invoice No.	
9000000		MITTANCE	0.00	Invoice Total	
					]

### City Clerk

From: Sent: Subject: <u>.</u>

> City Clerk Thursday, May 05, 2022 3:34 PM info@mocities.com

Purchase Confirmation

×

Dear Bill,

Thank you for your order.

Please see the details of your order below. Please retain this email for your

Order Number: 1245

Order Date: May 5, 2022 3:30 PM

Order Total: Bill To: 135.00 City of Weldon Spring

Payment Method: MASTERCARD \*\*\*\*\*\*\*\*\*9890

Name on Card: City of Weldon Spring

Price Quantity Total

2022 Elected Officials Training Conference - Edwina C. Conley 135.00 When: Jun 9, 2022 - Jun 10, 2022 Where: Hollday Inn Executive Center 2200 Interstate 70 Dr SW Columbia, 65203 135.00

Registration option: Jun 9, 2022 - Full Member Registration (printed materials)

Item Total 135.00

Handling 0.00

Shipping

0.00

Item Grand Total 135.00

Transaction Grand Total 135,00

Payment Amount 135.00

City Clerk

info@mocities.com Wednesday, May 11, 2022 12:49 PM City Clerk

Purchase Confirmation

Subject: From: Sent: To:

EDETHUS

Dear Bill,

Thank you for your order.

Please see the details of your order below. Please retain this email for your

records.

Order Number: 1402

Order Date: May 11, 2022 12:47 PM

Order Total: BIII To: 10.00 City of Weldon Spring

Payment Method: MASTERCARD \*\*\*\*\*\*\*\*\*9890

Name on Card: City of Weldon Spring

10.00 Price Quantity Total

10.00

MML Webinar: Downtown Real Estate - Bill Hanks When: May 12, 2022 10:00 AM - May 12, 2022 11:00 AM Registration option: May 12, 2022 10:00 AM - MML Webinar

Item Total 10.00

Shipping 0.00

Handling 0.00

Item Grand Total 10.00

Transaction Grand Total 10.00

Payment Amount 10.00 Balance due

P.S. Is your profile up to date? Take a moment to review and make sure nothing has changed.



#### CITY OF WELDON SPRING

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

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

Date: 04/25/2021

#### STAFF REPORT

To: Planning & Zoning Commission

From: City of Weldon Spring Staff

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

**Facility** 

Cc: Mayor Don Licklider, City Administrator Michael Padella, City Clerk Bill Hanks, City Planner

Steve Lauer, City Engineer Bill Schnell & City Attorney Bob Wohler

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

#### **PROJECT SUMMMARY:**

#### **Existing Zoning:**

"PC" Planned Commercial

#### **Proposed Use:**

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

#### Area:

- Parcel 1 5.99 acres
- Parcel 2 0.99 acres

#### **Adjacent Zoning:**

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

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

#### **REGULATORY COMPLIANCE SUMMARY**

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

Section 405.225 (E) Performance Standards for Conditional Uses

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

- 1. Shall be on a site of at least five (5) acres.
- 2. The density of development (for apartment-type units) within a Nursing and Residential Care Facility shall not exceed fifteen (15) dwelling units per acre. Living units with cooking facilities shall count as one (1) dwelling unit and living units without cooking facilities shall count as two-thirds (2/3) of a dwelling unit for purposes of calculating the density of development.
- 3. Nursing and Residential Care Facilities shall be primarily residential in character; however, for Assisted Living, Congregate Care, Residential Care, & Skilled Nursing Facilities, centralized eating facilities for residents of the facility, medical facilities and similar uses associated with the long- or short-term care of patients may be included.
- 4. An accessible elevator is required for structures with two or more floors.
- 5. In compliance with other additional reasonable requirements designed to protect the safety and general welfare of adjoining landowners and other residents of the City.
- 2) According to Article VIII, Off-Street Parking and Loading, the following restrictions apply:
  - A. Off-street parking shall be provided pursuant to the City Code (Section 405.295), which includes the following requirements.
    - 1. Senior housing facilities: Provide one (1) parking space per dwelling unit.
    - 2. Assisted Living, Residential Care, & Skilled Nursing Facilities (Uses Within NAICS

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

- 3. Congregate Care Facility: Provide one (1) parking space per dwelling unit.
- B. Lighting of the parking area shall conform to the requirements of the City Code.

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

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

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

- 1. Whether the proposed conditional use is consistent with the City's Comprehensive Plan and will not impede normal orderly development of the neighborhood.
  - **Yes.** The Comprehensive Plan designates the subject site as Old Town, which is intended for limited residential, retail, office, commercial services, hospitality and entertainment, parks and institutional uses.
- 2. The compatibility with surrounding uses and compatibility with the surrounding neighborhood, including any substantial impact on property values.
  - Yes. The site has been vacant and used for agricultural purposes. The surrounding properties on Siedentop Road and Weldon Spring Road are being used as a church (Faith Church of Weldon Spring), multi-family dwellings (The Trace Apartments), vacant ground to the west, a future City Park across the street, and a golf course (Persimmon Woods Golf Club) to the north. The improvement of this site for a nursing and residential care facility would not have any negative impact on property values. This use will have limited impact on the school district, yet grow the city population as well as attract visitors to the City who will purchase fuel and other retail items.
- The comparative size, floor area, mass and general appearance of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.
  - **Yes**. The proposed building. Which has a maximum of three (3) floor levels, would be consistent with the adjacent Trace Apartments, which also contains three (3) story buildings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ACTION**

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

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

\*\*\*\*\*\*\*\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

READ TWO TIMES AND PASSED BY THE	BOARD OF ALDERMEN OF	THE CITY OF
WELDON SPRING, MISSOURI, THIS	DAY OF	2022.
	Donald D. Licklider, M.	layor
Attacts		
Attest:		
William C. Hanks, City Clerk	_	

Motioned: _ Seconded: _			
	Aye	Nay	Abstention
Baker			
Clutter			
Conley			
Kolb			
Martiszus	V==0		
Yeager			
Licklider			

To approve Bill #

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF REAL PROPERTY

TRACT 1:

A tract of land being part of U.S. Survey 1785, Township 47 Morth, Range à East of the Fifth Principal Meridian, City of Weldon Spring, St. Charles County billsmust and being more perticularly described as feliation.

Communicing at the Monthwest corner of Lot C. of "Vegst Subdivision", a subdivision according to the plat thereof recorded in Plat Book SC, Pages 239-280.00 the St. Charles County Records; thence leaving the said Northwest corner of Lot C of "Vegst Subdivision", North 20 degrees 29 minutes 38 accords West 60.05 (not so a point on the liest line of pageings) there along the unid East line of seconds West 60.05 (not so a point on the liest line of pageings) of the gold degrees 29 minutes 38 accords line of pageing to the deed thereof recorded in Book 33(2) Page 1829, of the gold degrees and being the Actual Point of Beginning of the tract of land herein described; blees along the said East line of the Residence property, North 20 degrees 39 minutes 28 accords; blees along the said thereof recorded in Book 1876 Page 1802 of the said Records; thence along the Southings line of the Histories Fernity L.P., property, though a factor of the said Records; thence along the Southings line of the line of the Histories of property command to Faith Church St. Louis according to the dead discount themse along the said West line of the Patric Church St. Louis property, the faith church St. Louis according to the dead discount themse along the said Records; there along the said West line of the Patric Church St. Louis property, the faithwing command distances, South 65 degrees 12 minutes 18 accords the said Most line of the Patric Church St. Louis property, the faithwing command distances, South 65 degrees 12 minutes 18 accords; the the Patric Patric Church St. Louis accords to the Patric Patric St. South 15 degrees 22 minutes 18 minutes 18 accords the said Most fire the St. South 18 degrees 22 minutes 19 minutes 19 minutes 19 minutes 19 accords West 19.00 feet from the of St. South 19 degrees 22 minutes 19 accords West 19.00 feet from the all Most fire the Most spring the said Most fire South 19 degrees 22 minutes 19 accords to a hour to St. South 22 degrees 14 minutes 18 accords West 19.00 feet from the of Stellanton patric p

#### TRACT 2

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

Commencing at the Northwest corner of Let C of Wagz Subdivision", a subdivision according to the plat thereof recorded in Plat Book 50, Pages 239-248 of the St. Charles County Records; therein leaving the sald Northwest corner of Lot C of "Sout Riddivision", North 20 degrees 39 minutes 38 seconds West sald Northwest corner of ket C of "Weigh Stilled Millern", North 20 degrees 39 minutes 38 seconds West 50.06 feet to a point on the East line of property conveyed to Larry D. and Birbers J. Nestings occording to the dead thereof recorded in Block \$310 pages 504 of the said Records; theoris along the said East Sne of the Nestings property, North 20 degrees 39 refundes 38 seconds West \$13.69 feet to a point on the Southeast line of property conveyed to Hampsler Family L.P. according to the dead thereof recorded in Book 1875 Page 1682 of the said Restrict; things withing this Southeast line of the Hampsler Family L.P. property, North 63 degrees 19 minutes 23 accords East 772.55 feet to a point on the West line of property conveyed to Faith Church St. Louis according to the dead thereof micorded in Book 6262 Page 2303 of the said Records; thense along the said West linz of the Faith Church St. Louis property, the following courses and distances; South 45 degrees 11 minutes 14 seconds East 55.89 feet; and South 13 degrees 23 minutes 32 sections East 421.86 feat to the Astrial Point of Beginning of the tract of land herein described; thence continuing along the said West line of the Faith Church St. Louis property, the following courses and distances, South 22 thereis 49 minutes 68 seconds East 38.36 feet; South 43 degrees 54 minutes 18 seconds East 90.96 feet, South \$6 degrees \$7 minutes 86 seconds East 32.39 feet; and South 29 degrees 44 introdes 63 seconds East 160.84 feet to a point on the North right of way line of Siedentop Road, 60 feet wide, as established by dead recorded in Book 3186 Page 1690 of the said Rocords; thence along the said North right of way line of Siedentop Road, clong a curve to the left whose chord beaux South 80 degrees 13 minutes 56 seconds West 274,94 feet and whose radius point bears South 02 degrees 05 minutes SQ seconds East 1690 00 feet from the last mentioned point, an arc distance of 275:76 feet to a point on the East line of property conveyed to Mary Jane Yogt, Trustee of the Carl G Stellentop and Emma K Stedentop Respective Living Trusts according to the deed thereof recording in Book 5587 Page 1491 of the said Beloods; thence along the said East line of the Vogt property, the following courses and distances, Marsh QS degrees 21 minutes 33 seconds East 65.13 feet; North 21 degrees 28 minutes 18 seconds East \$5.68 feet; North 23 degrees 35 minutes 36 seconds East 64.67 feet; North 15 degrees 22 minutes 57 seconds East \$8.54 feet; North 18 degrees 15 minutes 38 seconds East 45.79 feet; and North 40 degrees 10 ministes 11 seconds East 31.02 feet to the Point of Beginning, containing 0.959 acres according to calculations by Bax Eighteening Company during September, 2019.



June 10, 2022

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

Dear Mr. Lauer:

Subject: New Perspective of Weldon Spring Area Plan

CEC Project 321-712.0001

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

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

(Ordinance 21-10 Paragraph K):

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

5. Congregate Care Facility: One (1) parking space per dwelling unit. Site plan has been updated with calculation shown below:

Pickett, Ray & Silver, Inc., part of CEC Project # 321-721 Page 2 June 10, 2022

#### Parking Calculation

#### Required Parking

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

#### **Provided Parking**

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

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

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

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

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

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

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

Pickett, Ray & Silver, Inc., part of CEC Project # 321-721 Page 3 June 10, 2022

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

#### Comments from the City Engineer

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

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

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

Sincerely,

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

Karl A. Schoenike, PE Project Manager

Enclosures: Revised Area Plans

Revised landscaping Plans

cc: the Boldt Company

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

### 

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

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

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

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

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

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

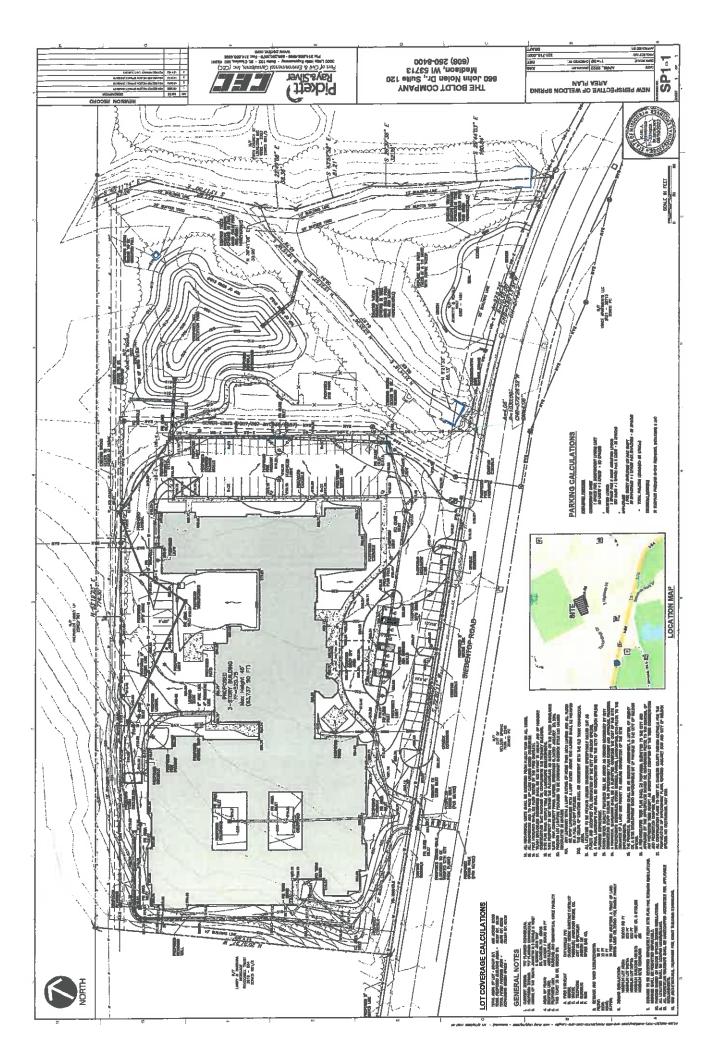
SECTION 2: That a public hearing was held by the City's Planning & Zoning Commission on May 2, 2022, and the Board of Aldermen on May 10, 2022, for the Area Plan submitted by Weldon Springs RE, LLC.

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

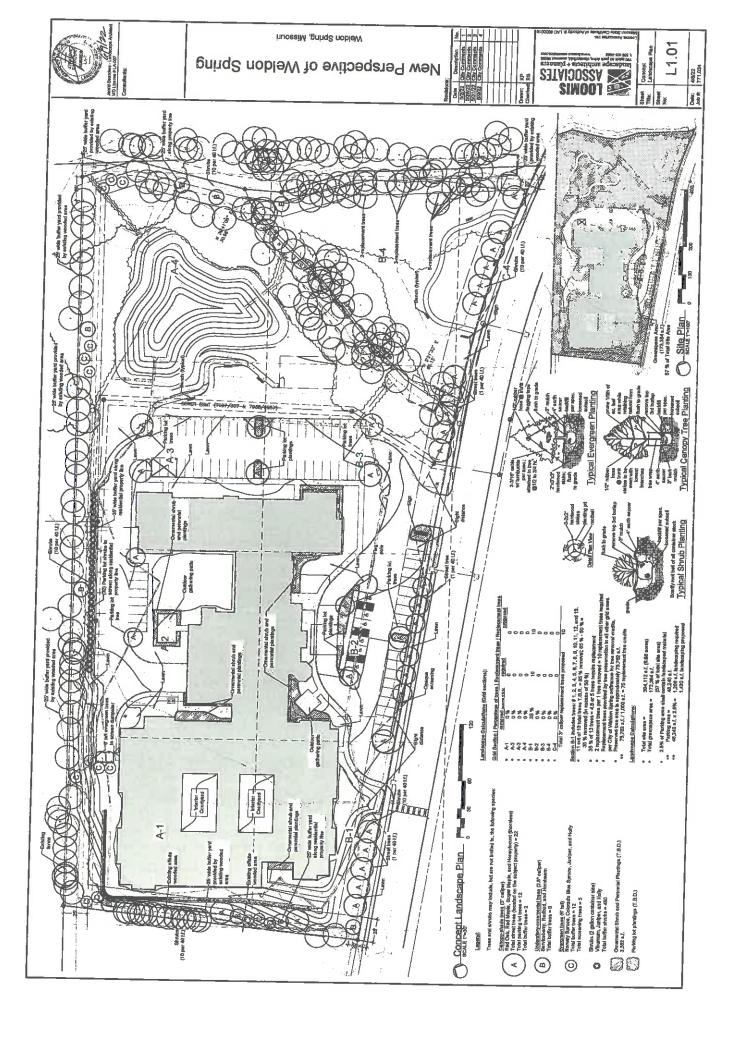
**SECTION 4:** That this Ordinance shall be in full force and effect upon its enactment and approval.

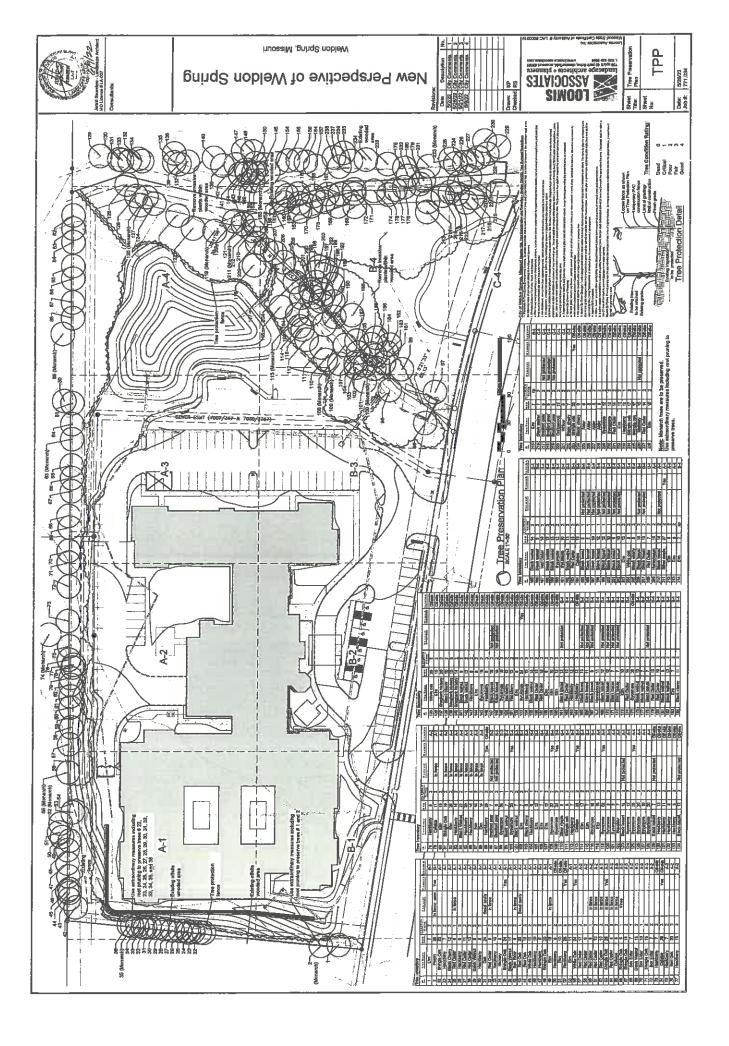
READ TWO TIMES AND PASSED BY THE T		OF
WELDON SPRING, MISSOURI, THIS	DAY OF	2022.
-	Devil Day 1111	
	Donald D. Licklider, Mayor	
Attest:		
William C. Hanks, City Clerk		
w mam C. nanks, City Clerk		

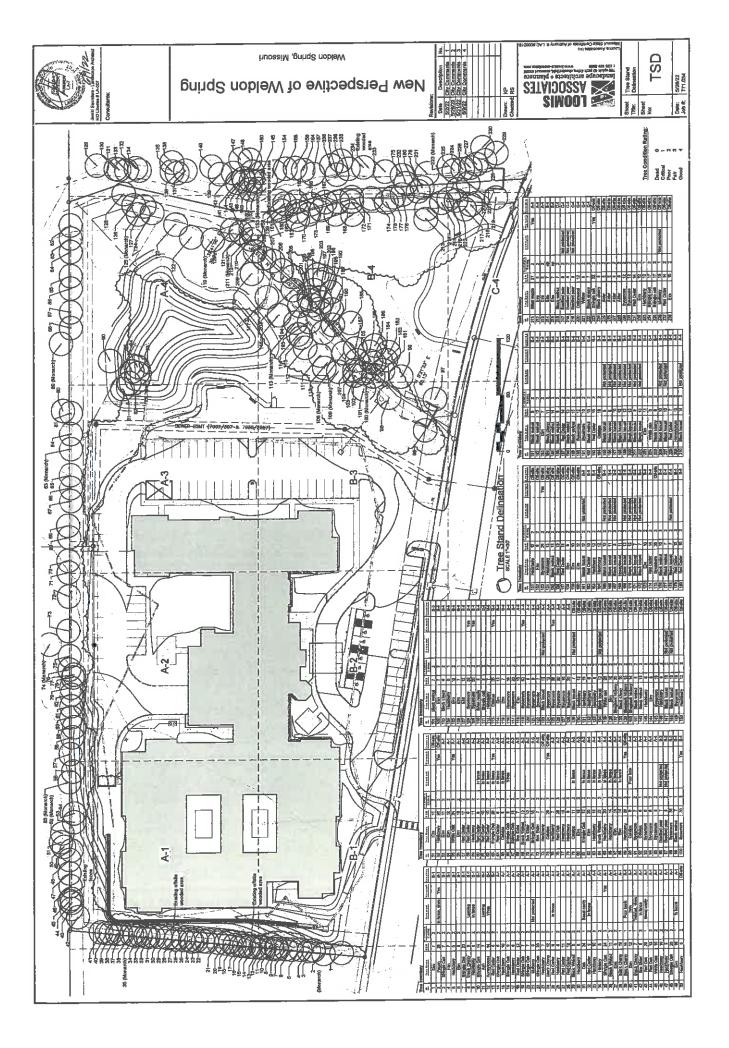
To approve I  Motioned: _ Seconded: _			
	Aye	Nay	Abstention
Baker			
Clutter			
Conley			
Kolb			
Martiszus			
Yeager		500.000	
Licklider	_		_
Absent:			



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BILL NO	. 1178
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# BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, AS FOLLOWS:

## **SECTION 1:** Declaration of Policy

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

### **SECTION 2:** Conflicts of Interest

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

## **SECTION 3:** Disclosure Reports

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

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

## **SECTION 4:** Filing of Reports.

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

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

### **SECTION 5:** Filing of Ordinance

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

### **SECTION 6:** Effective Date

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

READ TWO TIMES AND PASSED BY THE BOARD	D <i>OF ALDERMEN OF 1</i>	HE CITY OF
WELDON SPRING, MISSOURI, THIS	DAY OF	2022.
	<u> </u>	
	Donald I	D. Licklider, Mayor
Attest:		
TTYTT: 0 TT 1 0'- 01 1		
William C. Hanks, City Clerk		

## To approve Bill #

Motioned: Seconded:			
	Aye	Nay	Abstention
Baker			
Clutter			
Conley			
Kolb			
Martiszus			
Yeager			
-	-		
Licklider			



May 17, 2022

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

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

### Dear Honorable Donald Licklider:

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

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

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

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

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

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

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

Thank you for your consideration.

Sincerely,

Michael Hurlbert, AICP

Director of Community Development

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

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

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

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

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

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

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

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

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

hereby authorized and directed to attest to the instruments as may be necessary or desirable Agreement and this Ordinance.		
	hall be in full force and effect upon its e	nactment and
approval.		
READ TWO TIMES AND PASSED BY THE	E BOARD OF ALDERMEN OF THE CL	TY OF
WELDON SPRING, MISSOURI, THIS		
	Donald D. Licklider, Mayor	
Attest:		

William C. Hanks, City Clerk

To approve Bill #				
Motioned: _ Seconded: _				
	<u>Aye</u>	Nay	Abstention	
Baker Clutter		_		
Conley Kolb	-	=		
Martiszus Yeager	9c. V	-		
Licklider			V	

Absent:

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

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

#### WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

### SECTION I. General.

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

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

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

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

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

## SECTION II. Preparation and Submittal of CDBG Funding Applications.

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

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

### SECTION III. Program Administration.

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

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

### SECTION IV. Use of Program Funds.

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

## SECTION V. Amendment or Extension of Agreement.

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

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

### SECTION VI. Compliance with Federal Regulations.

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

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

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

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

- 1) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and
- 2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- E. A unit of general local government receiving CDBG funding to implement various activities may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. This provision conforms to the regulations contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L.113-76.

IN WITNESS WHEREOF, the Parties hereto have entered into this Cooperation Agreement on the date last written below. Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022. Executed by the City this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022. SEAL COUNTY OF ST. CHARLES, MISSOURI By: \_\_\_\_\_
County Executive ATTEST: County Registrar SEAL CITY OF WELDON SPRING, MISSOURI By: \_\_\_\_ ATTEST: City Clerk

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