

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, DECEMBER 12, 2024, AT 7:30 P.M.
WELDON SPRING CITY HALL
5401 INDEPENDENCE ROAD
WELDON SPRING, MISSOURI 63304**

******BOARD OF ALDERMEN REGULAR TENTATIVE AGENDA – 12/12/24 at 7:30 PM******

- 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**
 - A. November 14, 2024 – Board Regular Session Minutes
- 6. CITY TREASURER’S PACKET**
 - A. Paid Bills (November 8, 2024 – December 5, 2024)
 - B. October 2024 Credit Card Bills
- 7. UNFINISHED BUSINESS**
- 8. PRESENTATION:**
 - A. 450 Technology Drive Conditional Use Permit & Site Plan – Mark Branstetter (Panattoni Development Company) & Steve Quigley (The Clayton Engineering Company)
- 9. NEW BUSINESS**
 - A. An Ordinance Granting Conditional Use Permit (CUP #2024-01) for Forty Nine Fifty, LLC, to Allow a Flex Office/Warehouse in the “HTO” High-Technology Office Zoning District on a Certain Tract of Land Located at 450 Technology Drive in the City of Weldon Spring, Missouri – **Alderman Yeager**
 - B. An Ordinance Approving the Recommended Weldon Spring Pointe Major Site Plan for a Flex Office/Warehouse at 450 Technology Drive and Matters Relating Thereto – **Alderman Baker**
 - C. An Ordinance Enacting a New Section (Section 210.1805) for the City of Weldon Spring, Missouri, Municipal Code Pertaining to Certain Drug Offenses and the Legalization of Marijuana (2 Readings) – **Alderman Yeager**
 - D. An Ordinance Amending Chapter 675 of the City Of Weldon Spring, Missouri, Municipal Code Relating to the Regulation of Marijuana in Compliance with Section XIV of the Missouri Constitution – **Alderman Yeager**

PAGE 1 OF 2

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



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

10. REPORTS & COMMITTEES

A. Public Safety Report – SCCPD Representative

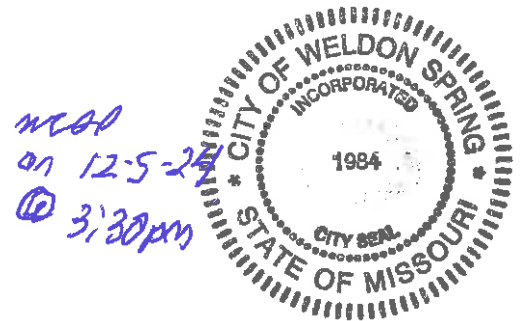
B. City Administrator Report (Informational) – City Administrator

11. RECEIPTS & COMMUNICATIONS

12. CLOSED SESSION

In Accordance with RSMo Section 610.021, the Board of Aldermen will go into Closed Session during this meeting for the purpose of discussing Paragraph (1) - legal actions, cause of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body and its representatives and its attorneys

13. ADJOURNMENT



Copies of all ordinances proposed to be introduced for consideration by the Board of Alderpersons meeting and any other items included in the Board of Aldermen's Board Packet are available for public inspection on the City of Weldon Spring's website or at the Office of the City Clerk. The City Clerk can be contacted at bhanks@weldonspring.org or 636-441-2110.

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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.

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
NOVEMBER 14, 2024

CALL TO ORDER: The Weldon Spring Board of Aldermen met for their regular meeting at Weldon Spring City Hall, 5401 Independence Road on Thursday, November 14, 2024, 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.

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

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

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

Alderman Martiszus was absent.

A quorum was declared.

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

PUBLIC COMMENTS:

There were no public comments at this time.

PRESENTATION:

450 Technology Drive Conditional Use Permit & Site Plan: Due to scheduling conflicts, this remained on the table until the next Board of Aldermen on December 12, 2024.

PUBLIC HEARING:

Conditional Use Permit (CUP-2024-01) filed by Steve Quigley of “The Clayton Engineering Company,” (applicant) for Forty Nine Fifty, LLC, (owner) for the purpose of allowing a “light industrial use” (Flex Office/Warehouse) at 450 Technology Drive: Mayor Licklider opened the public hearing at 7:32 PM.

- **Keith Schneider, Schneider Commercial Partners:** He is a commercial real estate agent and has represent many landowners in the area. He stated that this a quality project that would have a positive impact on the City and the region.

- **David Bender, Bender & Company CPAs CP:** He is an adjoining landowner and supporting the proposed project at 450 Technology Drive.

MINUTES:

October 24, 2024 – Regular Board Meeting Minutes: Alderman Clutter moved to approve the minutes from the October 24, 2024, regular meeting, as submitted. The motion was seconded by Alderman Yeager. **Motion carried with 5 ayes**

November 2, 2024 – Special Work Session Minutes: Alderman Clutter moved to approve the minutes from the November 2, 2024, special work session, with one grammatical correction. The motion was seconded by Alderman Yeager. **Motion carried with 5 ayes**

TREASURER’S REPORT:

Alderman Clutter made a motion to accept the Treasurer’s packet of paid bills from October 18, 2024, to November 7, 2024, and the September 2024 Credit Card Bill, as submitted. The motion was seconded by Alderman Yeager. **Motion carried with 5 ayes.**

UNFINISHED BUSINESS:

Pedestrian Crossing Project: Mr. Stolberg (City Administrator) informed the Board that Visions Civil Construction has agreed to remove the \$3,000 mobilization fee from the change order. There was no update at this time

NEW BUSINESS:

Code Change Suggestions by Architectural Review Commission (ARC): After a brief discussion and clarification on the suggestions, the suggested changes will be presented to the Planning & Zoning Commission in their January meeting.

An Ordinance Granting Conditional Use Permit (CUP #2024-01) for Forty Nine Fifty, LLC, to Allow a Flex Office/Warehouse in the “HTO” High-Technology Office Zoning District on a Certain Tract of Land Located at 450 Technology Drive in the City of Weldon Spring, Missouri: There was no discussion or action on this topic and will be on the agenda for the next Board of Aldermen on December 12, 2024.

An Ordinance Approving the Recommended Weldon Spring Pointe Major Site Plan for a Flex Office/Warehouse at 450 Technology Drive and Matters Relating Thereto: There was no discussion or action on this topic and will be on the agenda for the next Board of Aldermen on December 12, 2024.

REPORTS & COMMITTEES:

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

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

Alderman Clutter suggested on removing completed tasks/items from future City Administrator Reports.

There was a brief discussion about the estimated cost and timeline to complete a new comprehensive plan, which was included in the City Administrator Report.

Planning & Zoning Commission Appointment: Alderman Clutter made a motion to approve Mayor Licklider's appointment of Courtney Cooper to the Planning & Zoning Commission (P & Z), seconded by Alderman Yeager. **Motion carried with 5 ayes.**

RECEIPTS & COMMUNICATIONS:

Alderman Clutter stated that the Finance Committee has cancelled the meeting, that was tentatively scheduled for next week, due to a lack of an agenda.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:16 PM, seconded by Alderman Clutter. **Motion carried with 5 ayes.**

Respectfully submitted,

William C. Hanks, City Clerk

**PAID BILLS TO BE APPROVED
NOV 8, 2024 -- DEC 5, 2024**

**EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
12TH DAY OF DEC 2024 _____, MAYOR**

CLAIMS REPORT 12/05/2024		REFERENCE	AMOUNT	CHECK #	CHECK DATE
VENDOR					
AMEREN MISSOURI		TRAFFIC CAMERAS 10/11-11/12	\$18.03	10240429	11/19/2024
AMERICAN SOLUTION FOR BUSINESS		WARNING TICKETS	\$150.00	10240425	11/12/2024
ANDREW JOHNS		MILEAGE BANK & GFOA	\$40.87	10240440	11/25/2024
ANIMAL CARE SERVICE INC		REMOVAL DECEASED DEER OCT24	\$500.00	10240430	11/19/2024
AZAR PRINTING INC		POSTAGE	\$592.58	10240441	11/25/2024
AZAR PRINTING INC		NEWSLETTER	\$1,112.36	10240441	11/25/2024
BANKCARD SVCS - CENTRAL BANK		CREDIT CARD	\$2,945.24	10240442	11/26/2024
DELL TECHNOLOGIES		NEW SERVER	\$8,393.71	16898	11/12/2024
DON LICKLIDER		MILEAGE SEPT & OCT 24	\$84.42	16899	11/20/2024
DON STOLBERG		MILEAGE TO ST. PETERS & SLACMA	\$62.21	10240439	11/25/2024
GOVCONNECTION, INC		CREDIT ON ACCOUNT	-\$315.60	10240443	11/27/2024
GOVCONNECTION, INC		ADOBE	\$551.85	10240443	11/27/2024
GOVCONNECTION, INC		OFFICE 365	\$1,081.86	10240443	11/27/2024
MUNIWEB		WEBSITE HOSTING OCT.24	\$180.00	10240438	11/25/2024
PURITAN SPRING WATER		BOTTLE WATER	\$29.81	10240431	11/19/2024
REPUBLIC SERVICES		TRASH SERVICE NOV 2024	\$153.33	10240427	11/18/2024
ROBERT WOHLER		LEGAL FEES OCT 2024	\$910.00	9935	11/12/2024
ST CHARLES IT		IT SERVICES SUN REQ CAMELOT	\$125.00	9937	11/19/2024
SURECUT LAWNCARE ACQUISITIONS		ROW MOWING OCT2024	\$1,118.00	9934	11/12/2024
TREETOP PRODUCTS INC		BENCHES FOR PARKS	\$3,570.11	10240426	11/18/2024
UNITED HEALTHCARE		EMPLOYEE HEALTH INS DEC24	\$4,932.10	9936	11/19/2024
WEX BANK		FLEET GAS CARD	\$346.76	10240432	11/19/2024
Accounts Payable Total			\$26,582.64		

Mastercard
24-Nov
OCT CHARGES

Account #	Account Description	ALBERT	BOB	BILL	DON	MITCHELL	HOWIE	TOTAL
10.10.5201	Meals, Travel, Lodging	\$18.55	18.62	\$ (47.40)		\$ 41.23		\$ 31.00
10.10.5204	Dues & Subscriptions			\$ 135.00	\$ 50.00			\$ 185.00
10.10.5243	City Hall Office Supplies				\$ 120.92			\$ 120.92
10.10.5324	Consultant - Software					\$ 59.99		\$ 59.99
20.20.5216	Events in the Park	\$130.99				\$ 1,132.50	\$109.96	\$ 1,373.45
20.20.5231	Signs	\$24.99						\$ 24.99
20.20.5236	Park - Repairs / Maintenance	\$331.42						\$ 331.42
20.20.5237	Park Equipment-Repairs/Maint		\$ 18.91				\$53.98	\$ 72.89
20.20.5241	City Hall - Repairs/Maintenance	\$36.67						\$ 36.67
20-20-5243	Parks General Supplies						\$74.91	\$ 74.91
20.20.5563	Non-Capital Equip Park		\$ 634.00					\$ 634.00
TOTAL		\$ 542.62	\$ 671.53	\$ 87.60	\$ 170.92	\$ 1,233.72	\$ 238.85	\$ 2,945.24



CITY OF WELDON SPRING

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

STAFF REPORT

To: Planning & Zoning Commission

Date: 10/24/24

From: Steve Lauer, City Planner

Subject: 450 Technology Drive Conditional Use Permit (CUP) Request

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

BACKGROUND:

Application Number: CUP-2024-01

Property Address: 450 Technology Drive

Property Owner: Forty Nine Fifty, LLC

Applicant: The Clayton Engineering Company

Current Zoning: HTO, High-Technology Office District

Current Use: Vacant

Proposed Use: Light Industrial Use (Flex Office/Warehouse)

2015 Comprehensive Plan: High Tech

Area: 8.330 acres

Location: 450 Technology Drive, which is located at the northwest corner of the intersection of Technology Drive & Meadows Parkway

**Adjacent Land Uses
& Zoning:**

Direction	Zoning	Current Land Use
North	HTO	Vertzon
South	HTO	Vacant (Meadows Parkway)
East	HTO	Vertzon
West	N/A	Technology Drive/Interstate 64

Public Service: School District – Francis Howell School District
 Fire District – Cottleville Fire Protection District

Utilities: Water – Public Water Supply District No. 2
 Sewer – Duckett Creek Sanitary District
 Electric – Culvre River Electric
 Gas – Spire

ANALYSIS:

The applicant is seeking approval for a conditional use permit in order to construct a flex office/warehouse which is a light industrial use in the HTO, High-Technology Office District. In addition to the warehouse unit(s) there will be an office for each unit. The major site plan (Weldon Spring Points) for this development has been submitted for review by the Planning & Zoning Commission contingent upon the approval of the conditional use permit.

The site has been previously subdivided as part of the Weldon Spring Crossing subdivision. The proposed site is Lot B of the Weldon Spring Crossing subdivision with Lot A being the Vertzon campus which is owned by WorldCom Technologies Inc. The site has access off Meadows Parkway and Technology Drive through cross access ingress/egress easements along the common boundary of Lots A and B of Weldon Spring Crossing.

A traffic impact study was performed by Lochmueller group for this site. The conclusions of the study are as follows:

- Analysis of the 2024 baseline operating conditions determined that the study area intersections operate acceptably during the morning and afternoon peak hours of the day demonstrating a surplus of capacity in the roadway network. Operations

for the three study intersections showed Level of Service A for all approaches during the morning and afternoon peak hours.

- A total of nine crashes occurred within the study area during a 5-year period. None of these crashes resulted in fatalities, however one resulted in suspected serious injury and three resulted in minor injuries. The most common crash type was out-of-control, with five crashes being this type.
- The proposed development will add a 100,800 SF building on Lot B of Weldon Spring Crossing. Of the total SF of this building, 15,120 SF is planned as office space, and the remaining 85,680 SF as warehouse space. Consequently, the proposed development would generate a total of approximately 67 and 72 trips during the weekday morning and evening peak hours, respectively upon completion.
 - Access is to be provided to the development via three full access drives: one onto Meadows Parkway and two others from the internal access drives serving Weldon Spring Crossing. Direct access to Technology Drive West is not proposed. The access drives are located as follows:
 - Access onto Meadows Parkway – 485 feet north of the roundabout with Technology Drive, 310 feet south of the existing drive to the adjacent parking area
 - Access onto the Internal Loop Road – 290 feet east of the internal intersection with the Access Drive
 - Access onto the Internal Access Drive – 67 feet south of the Internal intersection with the loop road, 230 feet north of Technology Drive
- The analysis of the 2024 forecasted operating conditions determined the adequacy of the surrounding road network to accommodate the additional traffic generated by the proposed development and concluded that no mitigation will be necessary to accommodate the development.

Stormwater detention for the subdivision is located on lot A, a maintenance agreement is needed. Water would be provided to the site by Public Water Supply District No. 2 and sanitary sewer service would be provided by Duckett Creek Sanitary District.

AERIAL VIEW:



CONDITIONAL USE PERMIT (CUP) CRITERIA:

- 1) According to the "HTO" High-Technology Office District regulations, in the Land Use Table a Light Industrial Use is 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 October 18, 2024, and mailed to all owners within 500' of the subject site on October 18, 2024, and public hearings were scheduled for the November 4, 2024, Planning & Zoning Commission Meeting and the November 14, 2024 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.

Office and Light manufacturing are recommended uses for the High-Tech Land Use category.

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

The proposed site is surrounded by properties with the same HTO, High-Technology Office Zoning District. There should be no negative impact on surrounding property values.

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

The proposed building is 100,800 square feet in size. The total area of the adjacent Verizon buildings is 361,166 square feet in size. The proposed building would need to meet the design standards of the Architectural Review Commission.

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.

A Traffic Impact Study was prepared by Lochmueller Group for this site. Overall, it was concluded that the study intersections can easily accommodate the proposed development and that additional infrastructure improvements are not necessary to offset the traffic generated by the proposed development.

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.

As the businesses are located inside the building the added noise would be the truck traffic and the loading and unloading of the trucks. Any sound levels and impulse type noises shall comply with the City's noise standards.

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.

The lighting of the building and parking areas will have to meet the standards of the City's Lighting Regulations.

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

A landscape plan has been provided for the site that meets the design standards for the City. In the HTO District there were additional landscape standards that had to be met.

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.

The building will be set up for one or multiple tenants. With the flexibility of rental space, the building should not become vacant or unused.

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

The Independence Elementary School, the Bryan Middle School and the Early Childhood Development Center are all located to the east of the proposed development off Meadows Parkway and Independence Road. Meadows Parkway is gated between 9:30 AM and 3:30 PM Monday through Friday. The analysis of the Traffic Impact Study assumed none of the site's traffic would use Meadows Parkway to travel to the north past the school. In order to ensure that the site's truck traffic does not utilize Meadow Parkway to access Independence Road, the entrance on Meadows Parkway will be designed to limit trucks turning left, a condition could be added to restrict truck traffic from this development using

Meadows Parkway to the east of the site and Francis Howell could consider closing the road permanently or during off hours to discourage truck traffic.

RECOMMENDATION:

Due to the limited amount of property designated High-Technology Office District and the potential impact of such development, the Planning & Zoning Commission needs to review, and the Board of Aldermen approve all future high tech development on a case by case basis.

City staff recommends approval of this conditional use application with the following Conditions:

- 1. All operations shall take place within a fully enclosed building.**
- 2. All storage of materials and equipment shall be within a fully enclosed building or a screened rear yard not visible to any adjacent property.**
- 3. No use shall store or discharge beyond its lot or site boundaries any toxic matter in such concentrations as to be detrimental to or endanger the public health, safety, comfort or welfare or cause injury or damage to property or business.**
- 4. Any operation producing noise, glare or heat shall be performed within a completely enclosed building in such a manner as not to create a public nuisance or hazard beyond the boundaries of the lot on which such building is located.**
- 5. No activity involving radiation hazards shall be permitted which causes exposure to persons at or beyond the lot lines in excess of the maximum permitted by the general population in applicable Federal, State and local laws and regulations.**
- 6. Tractor Trailer Trucks from this facility are restricted from using Meadows Parkway east of the site.**
- 7. The uses within the warehouse must be limited to uses permitted within the HTO, High-Technology Office District unless a separate Conditional Use Permit (CUP) is approved by the City for other light industrial uses.**



Weldon Spring Crossing - Lot B

11111 Weldon Spring Crossing, Weldon Spring, Missouri

COLON OPTION 1

37'x48'x30'

TERMS

49 FIFTY
REAL ESTATE

City



Weldon Spring Crossing - Lot B

Technology Drive & Mendota Parkway, Weldon Spring, Missouri

COLOR OPTION 2

PLANTING 01

02-10-14

49 FIFTY
E.P.C. CONSULTANTS

STUDY



Weldon Spring Crossing - Lot B

Technology Drive & Meadows Parkway, Weldon Spring, Missouri

INTERSTATE VIEW
- LOOKING NORTH

#114001 00

10/2/2015

49 FIFTY
REAL ESTATE





Weldon Spring Crossing - Lot B

*centennially Drive & Mealline Parkway, Weldon Spring Missouri

FRONT PERSPECTIVE -
LOOKING NORTH

07120011.DWG

REVISED

49 FIFTY
REAL ESTATE

STAY



Weidon Spring Crossing - Lot B

Tramadolone Drive & Macquarie Parkway Weidon Spring Crossing

PROFIT PERSPECTIVE -
LOOKING NORTHWEST

7713-2001.M

08/2024

49 FIFTY
THE PROPERTY GROUP

Study



Weldon Spring Crossing - Lot B

(containing three 5.46-acre parcels) Weldon Spring, Missouri

FRONT REPRESENTATIVE -
LOOKING SOUTH/EAST

271314001.50

2025/07/24

49th FIFTY
REAL ESTATE





Weldon Spring Crossing - Lot B

14111 Weldon Spring Crossing, Weldon Spring, Missouri

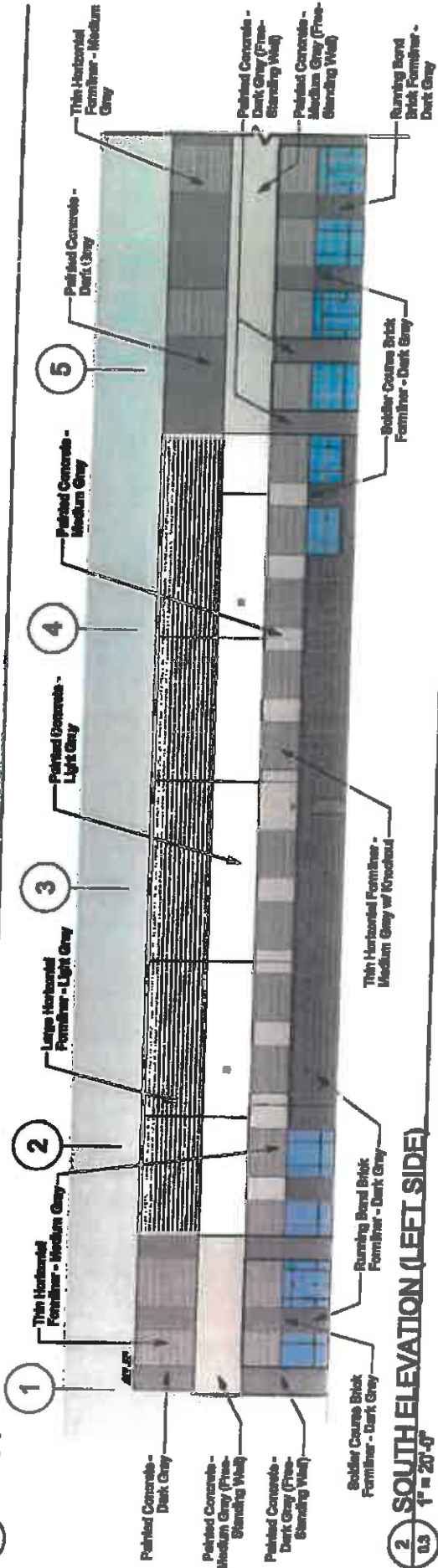
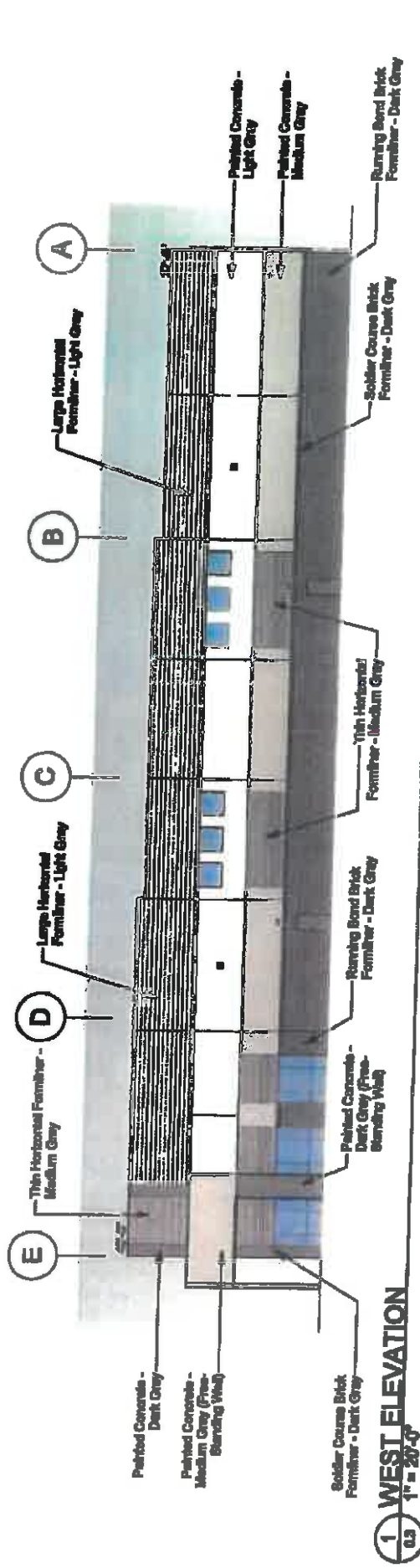
REAL ESTATE
LOOKING WEST

717.777.7777

MOBILE

49 FIFTY
REAL ESTATE

Gray



Weldon Spring Crossing - Lot B

Technology Drive & Meadows Parkway, Weldon Spring, Missouri

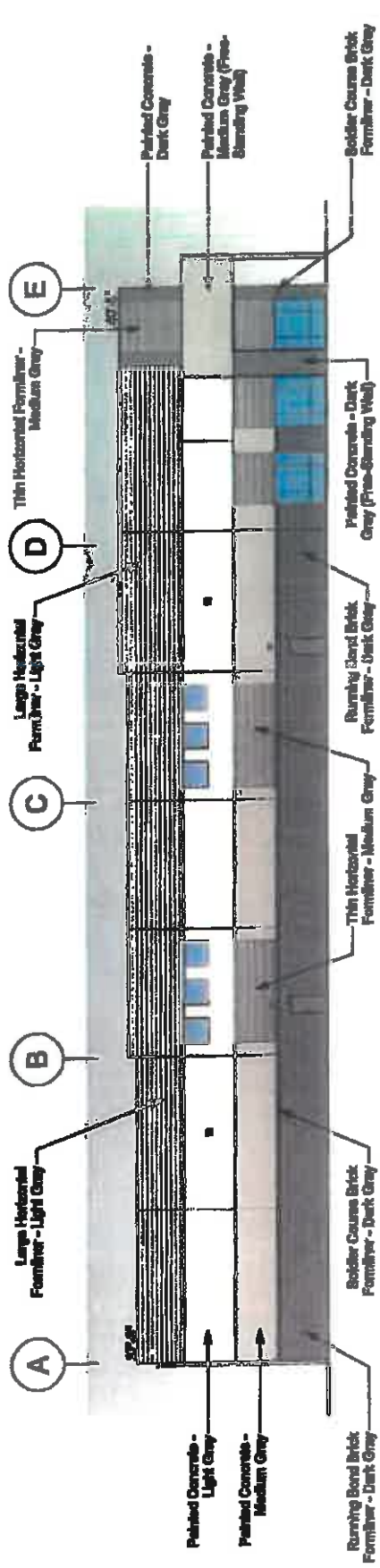
South & West Elevation - Alternates

27126001.00

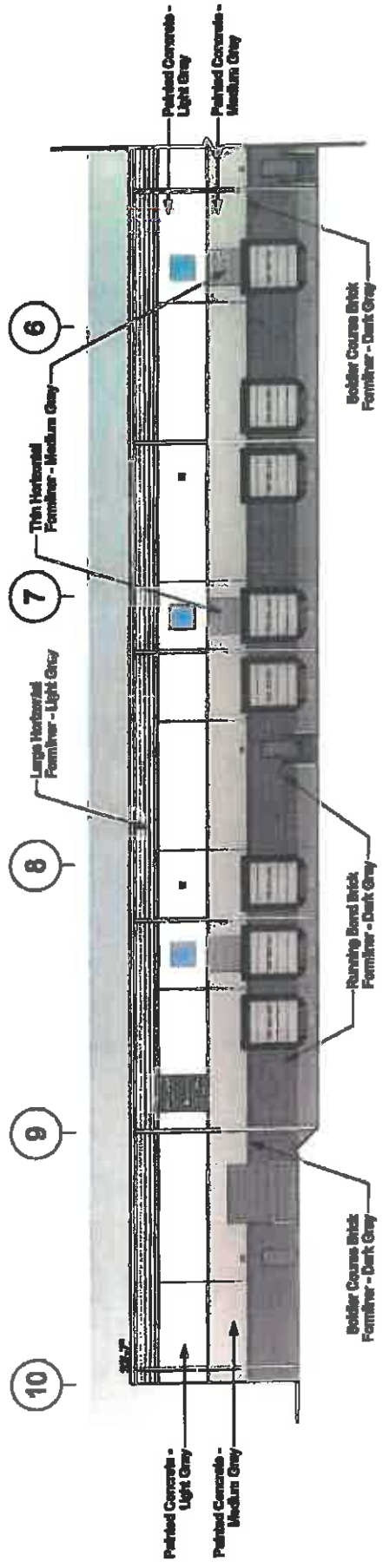
08/17/24

49 FIFTY
REAL ESTATE





1 EAST ELEVATION
0.4 1" = 20'-0"



2 NORTH ELEVATION (LEFT SIDE)
0.4 1" = 20'-0"

Weldon Spring Crossing - Lot B

Technology Drive & Meadows Parkway, Weldon Spring, Missouri

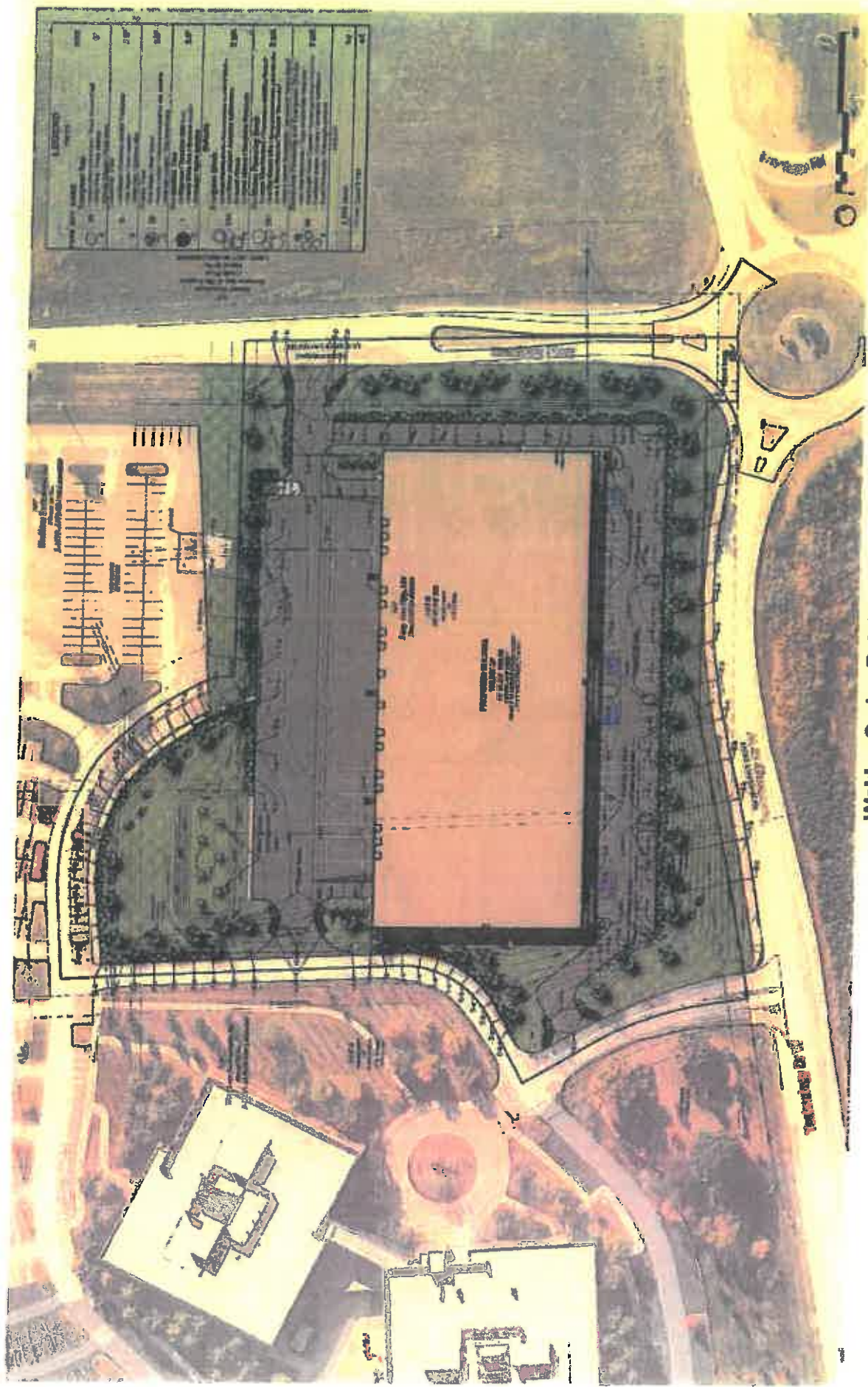
North & East
Elevation - A/Screens

27126001.00

08/01/24

49 FIFTY
REAL ESTATE





Weldon Spring Pointe

450 Technology Drive
Weldon Spring, Missouri

MAY 15, 2024

**Weldon Spring Crossing: Development
on Lot B
Traffic Impact Study**

Prepared for:

**49Fifty Real Estate
139 W. Monroe Avenue, Suite 200
Kirkwood, Missouri 63122
314-802-1187**

Prepared by:

**Lochmueller Group
411 N. 10th Street, Suite 200
St. Louis, MO 63101
314.621.3395**



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Introduction

Lochmueller Group has completed a traffic study pertaining to a proposed development in Weldon Spring, Missouri. This traffic study is intended to analyze the impact of the proposed development, which consists of a 100,800 SF building on Lot B of Weldon Spring Crossing, which would be comprised of both office and warehouse uses.

Figure 1 depicts the location of the proposed development. Access is to be provided, as shown in the concept plan illustrated in Figure 2, via three full access drives: one onto Meadows Parkway and two others from the internal access drives serving Weldon Spring Crossing. Direct access to Technology Drive West is not proposed.

The Intent of this traffic study is to identify the traffic generation associated with the proposed development, analyze the traffic impacts associated with the development, and determine modifications to the supporting road system, if necessary.



Figure 1. Proposed Development Site Area

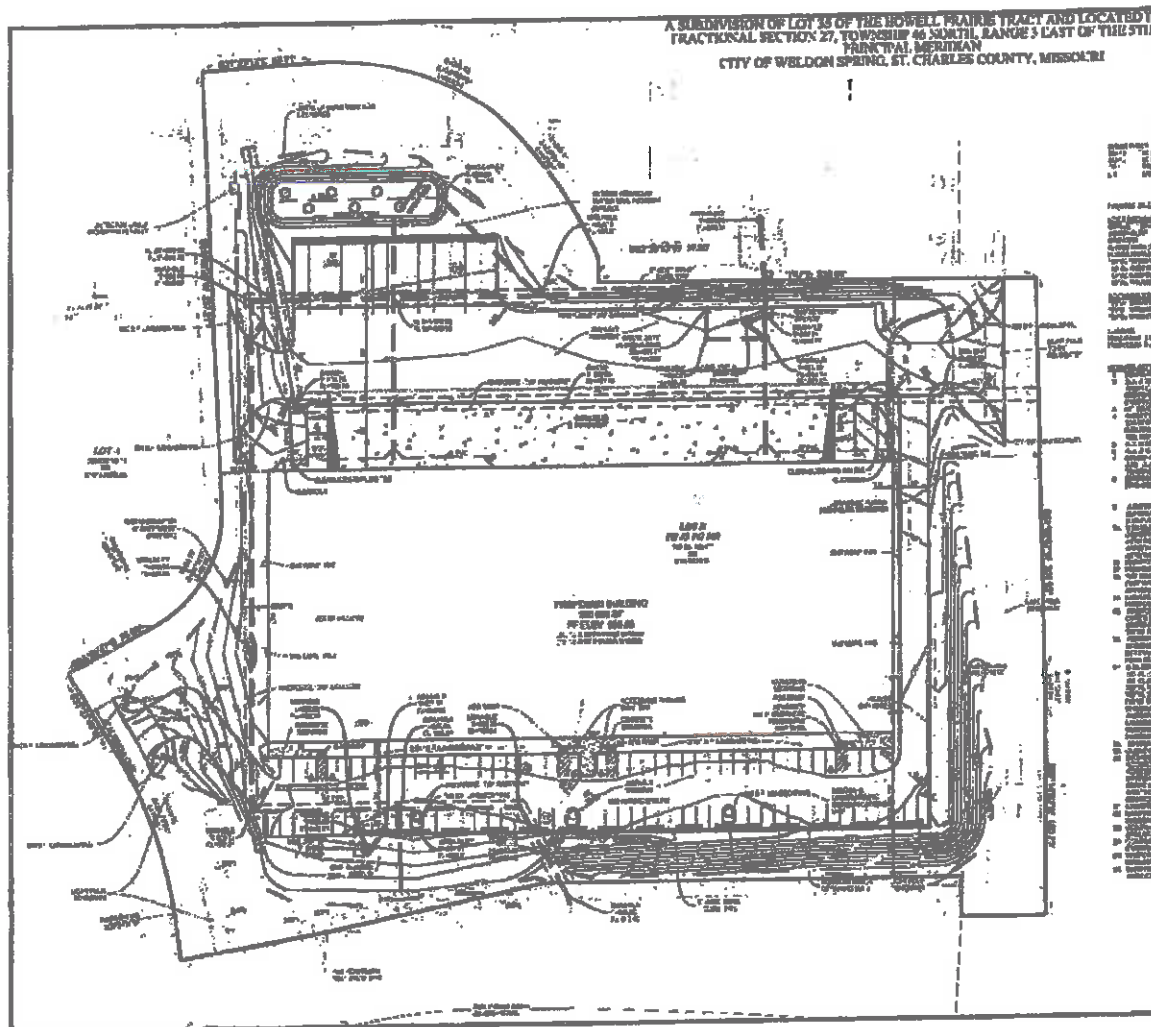


Figure 2: Proposed Concept Plan (Provided by Others)

Existing Conditions

To identify the traffic impacts associated with the proposed development, it was first necessary to quantify roadway, traffic, and operating conditions as they currently exist.

Baseline 2024 Roadway Network

Given the intended uses and the surrounding area, traffic data was collected during the weekday morning (7:00 AM to 9:00 AM) and weekday evening (4:00 PM to 6:00 PM) peak periods. The following intersections are to be included in the study:

- Internal Intersection of Weldon Spring Crossing access drives adjacent to Lot B (unsignalized)
- Technology Drive W & the access Drive to Weldon Spring Crossing (unsignalized)
- Technology Drive W & Meadows Parkway (roundabout)

Technology Drive is functionally classified as a major collector with a posted speed limit of 35 miles per hour (mph) and one lane in each direction. For the purposes of this study, Technology Drive runs east-west within the study area since it is essentially the outer road to adjacent I-64. The road intersects Meadows Parkway in a single lane roundabout intersection, where Technology Drive is the west leg, Meadows Parkway is the north leg, Technology Drive/Wolfrum Road is the east leg, and the I-64 Westbound Off-Ramp is the southeast leg.

Within the study area, Technology Drive is intersected by the access drive serving the Weldon Spring Crossing development in a T-Intersection, where the access road is stop-controlled and Technology Drive flows freely. Southeast of the study area, Technology Drive provides access to I-64 Eastbound On and Off-Ramps at Research Park Circle. Northwest of the study area, Technology Drive connects to Highway 94 via Sledentop Road, which then provides access to both Eastbound and Westbound I-64.

Meadows Parkway is functionally classified as a major collector with a posted speed limit of 20 mph. The road has one lane in each direction. It provides access to Weldon Spring Crossing development as well as to Independence Elementary School and Meadows Parkway Early Childhood Center. The road is privately owned, with the adjacent property owners each owning half of the roadway for the first 950 feet back from Technology Drive. Beyond that, the roadway is owned and maintained by the Francis Howell School District until its terminus at Patriotic Trail. The School District closes the roadway to through traffic via gates between 9:30 AM and 3:30 PM Monday through Friday. Note, this closure is outside of the peak traffic hours of the day, and therefore, does not impact the analysis within this report.

The **access drive** to Weldon Spring Crossing is a private driveway along Technology Drive that serves the Weldon Spring Crossing development. As mentioned previously, it intersects Technology Drive in a T-Intersection, with stop control for those exiting via the access drive. At this intersection the access drive, serving as the southbound approach, has dedicated left-turn and right-turn lanes. Technology Drive has an eastbound left-turn lane with 415' of storage, and no other dedicated turn lanes.

The access drive intersects a loop road within the Weldon Spring Crossing complex at an internal intersection with side-street stop-control. The side street in this intersection is the loop road.

Figure 3 illustrates the existing lane configurations and traffic control at the intersections included in the study. For purposes of this analysis, Technology Drive was considered to run east-west and Meadows Parkway runs north-south.

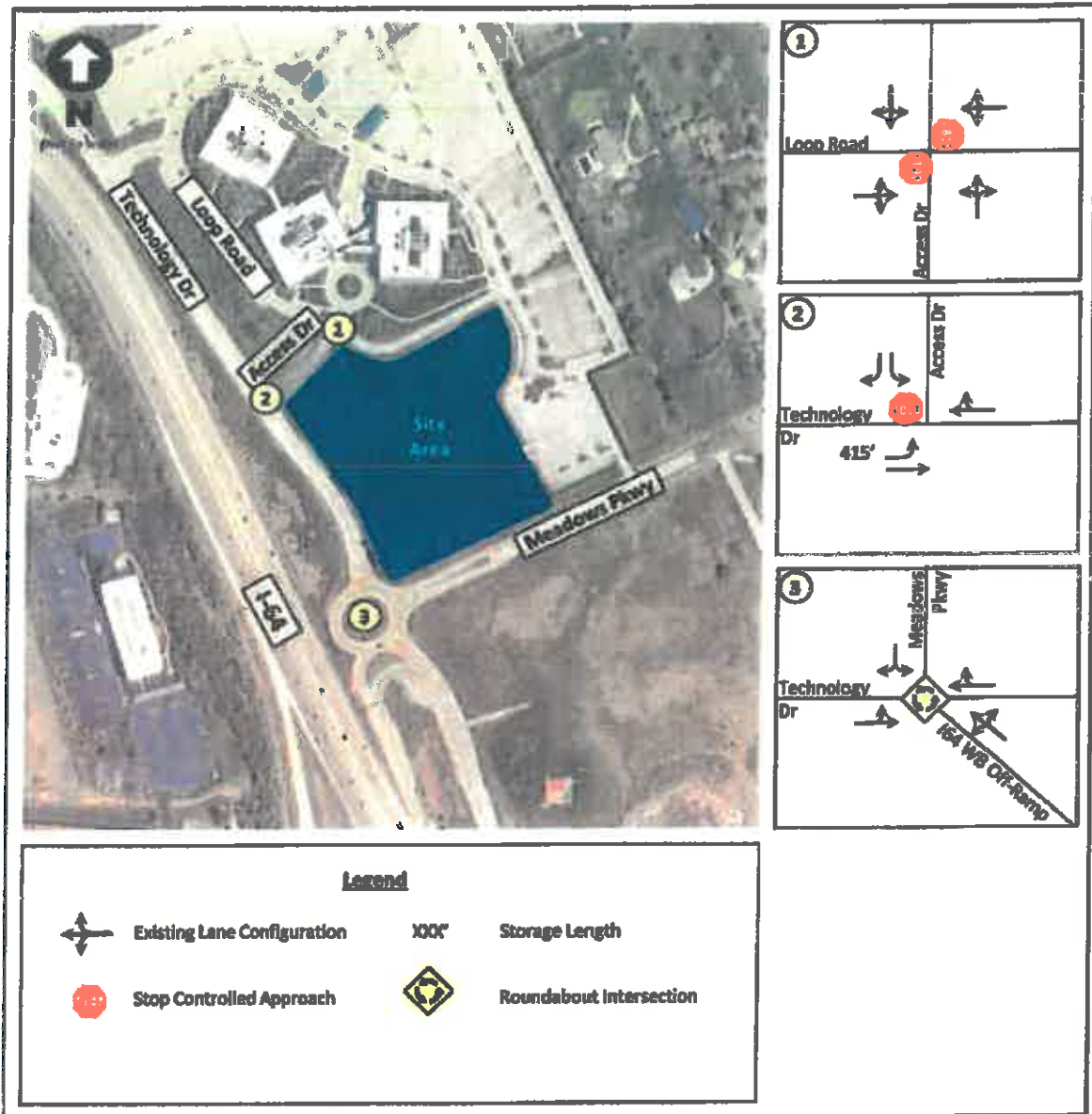


Figure 3. Existing Lane Configuration and Traffic Control

Crash History

A safety analysis of the study area was performed using the most recent five years of available crash data from MoDOT, which corresponded to 2018 through the end of 2022. A total of nine crashes occurred in the study area over that period. Five crashes, or 55% of crashes, resulted in property damage only. Three crashes, or 33%, resulted in minor injury. One crash resulted in suspected serious injury. No fatalities occurred within the study area during the years analyzed. A crash dashboard depicting all crashes within the study area and analyzed years is shown in Figure 4. The dashboard includes a map showing the locations of crashes by type (color) and severity (size).

Eight out of the nine crashes occurred at the roundabout intersection, including all crashes resulting in injury. The most common crash type was classified as out-of-control, with five crashes of this type. One crash of each of the following also occurred: right turn right angle, right angle, avoiding, and rear end. The crash resulting in suspected serious injury was an out-of-control crash occurring in the roundabout.

Baseline 2024 Traffic Volumes

Traffic counts were collected on March 13, 2024, while school was in session and weather conditions were favorable. Based upon review of the data, it was determined that the peak hours of traffic flow along the area roadways were from 7:45 AM to 8:45 AM for the weekday AM peak hour and from 4:00 PM to 5:00 PM for the weekday PM peak hour. It should be noted that the gates on Meadows Parkway should have been open to traffic at this time. The 2024 Baseline Traffic Volumes are shown below in Figure 5.

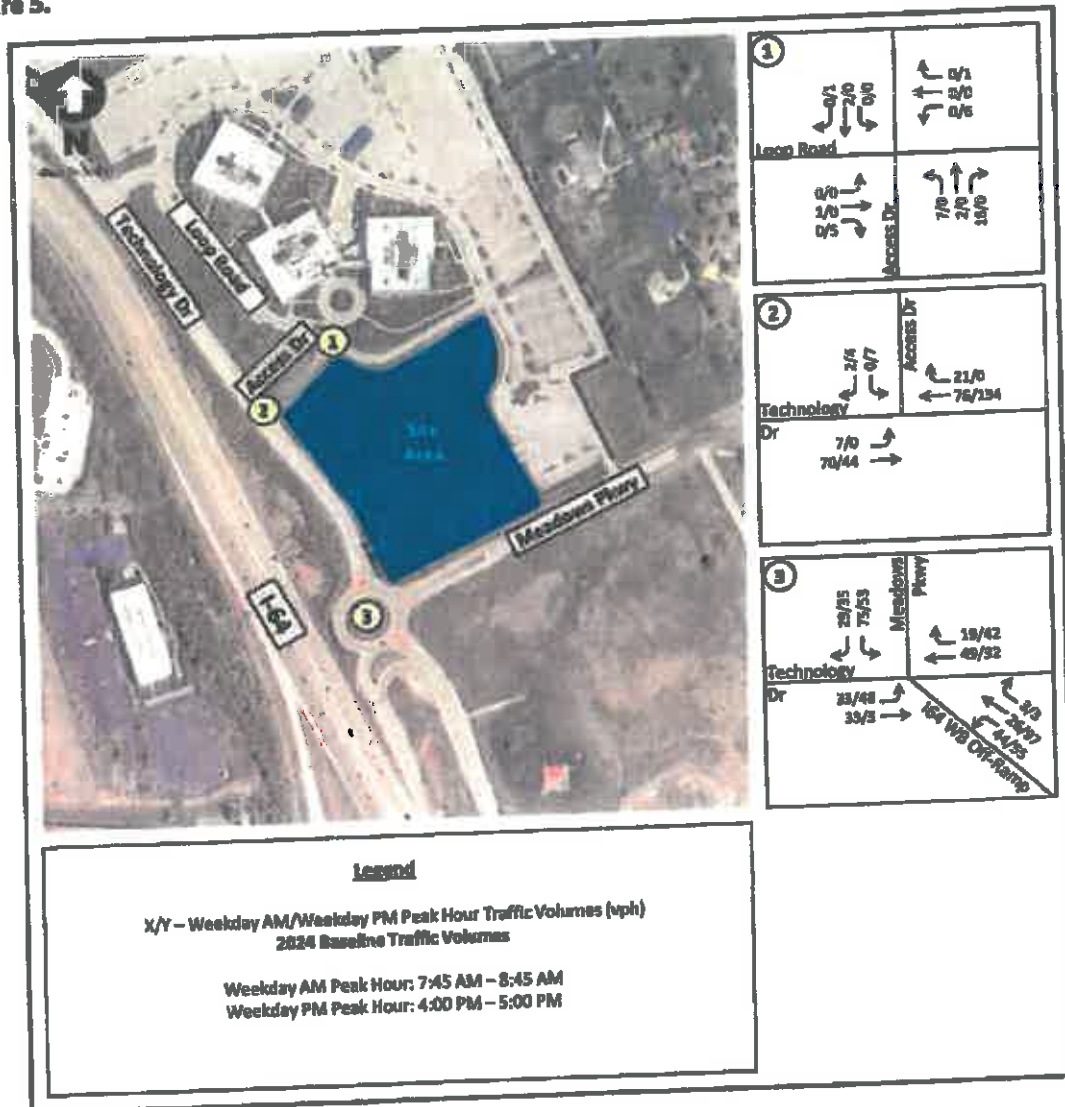


Figure 5. 2024 Baseline Traffic Volume

Baseline 2024 Operating Conditions

The baseline traffic operating conditions at the critical study Intersections were evaluated based upon the traffic volumes presented in Figure 5. The analysis was completed using Synchro 11 traffic modeling software, which is based upon the methodologies outlined in the "Highway Capacity Manual" (HCM) published by the Transportation Research Board as well as SIDRA 9.1, calibrated using MoDOT's Engineering Policy Guide.

Intersection performance or traffic operations are quantified by six Levels of Service (LOS), which range from LOS A ("Free Flow") to LOS F ("Fully Saturated"). LOS C is normally used for design purposes and represents a roadway with volumes ranging from 70% to 80% of its capacity. LOS E is considered acceptable for peak period conditions in urban areas and would be an appropriate benchmark of acceptable traffic for the study area road system.

Levels of service for intersections are determined based on the average delay experienced by motorists. Signalized intersections reflect higher delay tolerances as compared to unsignalized and roundabout locations because motorists are accustomed to and accepting of longer delays at signals. For signalized and all-way stop intersections, the average control delay per vehicle is estimated for each movement and then aggregated for each approach and the intersection as a whole. For intersections with partial (side-street) stop control, the delay is calculated for the minor movements only (side-street approaches and major road left-turns) since thru traffic on the major road is not required to stop.

Table 1 summarizes the criterion for both signalized and unsignalized intersections, as defined by the Highway Capacity Manual (HCM) 6th Edition, last updated in 2016 by the Transportation Research Board.

Table 1. Intersection Level of Service Thresholds

Level of Service	Control Delay per Vehicle (sec/veh)	
	Signalized	Unsignalized
A	≤ 10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

Operating conditions at the study intersections are summarized in Table 2. The measures of effectiveness reported include LOS, delay, queue, and volume-to-capacity ratio (v/c). The delay is reported in seconds per vehicle. The queue is reported in ft (ft) as the 95th percentile queue. The v/c ratio compares vehicle demand to the capacity of an associated lane group. A v/c ratio of 1.0 represents a road segment that is at full capacity.

Table 2. Year 2024 Baseline Traffic Operating Conditions

Intersection & Movements	LOS (Delay, sec) [Queue Length, feet] <v/c ratio>	
	AM Peak Hour	PM Peak Hour
1) Loop Rd & Access Dr (unsignalized)		
Eastbound	A (9.4) [<25] <0.01>	A (0) [<25] <0.00>
Westbound	A (0) [<25] <0.00>	A (0) [<25] <0.00>
Northbound	A (7.2) [<25] <0.01>	A (0) [<25] <0.00>
Southbound	A (0) [<25] <0.00>	A (0) [<25] <0.00>
2) Technology Dr & Access Dr (unsignalized)		
Eastbound Left-Turn	A (7.5) [<25] <0.01>	A (0) [<25] <0.00>
Southbound Left-Turn	A (0) [<25] <0.00>	A (9.7) [<25] <0.02>
Southbound Right-Turn	A (8.9) [<25] <0.00>	A (9.1) [<25] <0.01>
3) Technology Dr & Meadows Pkwy / I-64 WB Off-Ramp (roundabout)		
Overall Intersection	A (5.6)	A (4.7)
Eastbound	A (3.0) [<25] <0.06>	A (3.2) [<25] <0.07>
Westbound	A (5.9) [<25] <0.05>	A (3.1) [<25] <0.04>
Northbound	A (5.9) [<25] <0.09>	A (5.4) [<25] <0.08>
Southbound	A (7.3) [<25] <0.06>	A (5.7) [<25] <0.13>

Delay presented in vehicles per second

*Roundabout Intersection results from SIDRA software

As shown, the baseline traffic conditions operate with level of service A for all approaches in both peak hours. The study area intersections carry very low traffic volumes during the peak hours and the study area has a surplus of capacity. Intersection approach results are shown in the table even if they did not carry any traffic volumes, and thus have no associated delay or queue. It can be concluded that the study intersections operate acceptably.

Proposed Development

The trip generation methodology and calculations, as well as the proposed directional distributions, associated with the proposed development were provided to the City of Weldon Spring and MoDOT for review prior to completion of the forecasted analysis in a Technical Memorandum dated April 9, 2024. Upon review of the provided Technical Memorandum, MoDOT determined that due to the low traffic generation projections, they would no longer be requiring a Traffic Impact Study for their review. The existing access points are, in their opinion, sufficient for the development to move forward. However, approvals from the City of Weldon Spring are independent of MoDOT's review and approval. Therefore, the Traffic Impact Study was prepared for the City's review.

This section summarizes the approved assumptions presented in the Technical Memorandum.

Trip Generation

In forecasting the proposed use's impacts upon traffic conditions, it is necessary to identify the site's trip generation potential, as any impacts to the surrounding road system would be tied to the net increase in trip generation.

As previously stated, the Weldon Spring Crossing development consists of a 100,800 SF building. Of which 15,120 SF is planned as office space, and the remaining 85,680 SF as warehouse space. The site-generated traffic volumes for the development were estimated using data provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition utilizing square footage as the determining variable. Land Use 710: General Office Building Land Use was used for the office space while Land Use 150: Warehousing was utilized for the remaining square footage dedicated to warehouse space. While the land use code for warehousing includes office and maintenance areas in addition to warehouse space in a development, it was determined that the office and warehouse space would be calculated separately for a more conservative estimate.

The forecasted trips that would be generated by the proposed development are summarized in Table 3. As shown, the proposed development would generate a total of approximately 67 and 72 trips during the weekday morning and evening peak hours, respectively upon completion.

Table 3. Proposed Trip Generation

Land Use Land Use	Unit	Size	Weekday AM Peak Hour			Weekday PM Peak Hour		
			In	Out	Total	In	Out	Total
General Office Building	SF	15.1	29	4	33	6	29	35
Warehousing	SF	85.6	26	8	34	10	27	37
Total:			55	12	67	16	56	72

Due to the proposed development's use as a warehouse, the number of trucks generated by the development were also calculated. The estimates were based on the Truck Trip Generation Data Plots provided in the TGM Appendices to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. In this case, Land Use 150: Warehousing, was again utilized. Throughout the day, per ITE's data, a warehouse would generate about 0.60 truck trips per 1,000 SF of GFA. However, during the peak hours considered in this study, which coincide with the commuter peak hours, truck trip generation is about 0.05 trucks per 1,000 GFA. The forecasted truck percentages that would be generated by the proposed development are summarized in Table 4.

Table 4. Proposed Truck Generation

Land Use Land Use	Unit	Size	Weekday AM Peak Hour			Weekday PM Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	SF	85.6	1	1	2	1	2	3

As shown, the proposed warehouse development would generate a total of approximately 2 and 3 truck trips during each the weekday morning and evening peak hours, respectively. The reader is reminded that these trucks are included in the total traffic generation estimates provided in Table 3. Table 4 simply identifies the truck only trip generation numbers.

Access is to be provided to the development via three full access drives: one onto Meadows Parkway and two others from the internal access drives serving Weldon Spring Crossing. Direct access to Technology Drive West is not proposed. The access drives are located as follows:

- Access onto Meadows Parkway – 485 feet north of the roundabout with Technology Drive, 310 feet south of the existing drive to the adjacent parking area
- Access onto the internal Loop Road – 290 feet east of the Internal Intersection with the Access Drive
- Access onto the internal Access Drive – 67 feet south of the Internal Intersection with the loop road, 230 feet north of Technology Drive

Directional Distribution

The development's trip generation would be assigned to the study area roadways in accordance with an anticipated directional distribution that reflects prevailing traffic patterns of the area based on the proposed development's uses. Table 5 presents the directional distribution proposed for the development. The directional distribution is presented graphically in Figure 6. Given the proposed development's uses, it was assumed that vehicles to and from the development would primarily utilize the major highways in the area to access the site rather than local roads.

Table 5. Directional Distribution Percentages

To/From	Percentage
To/From the West on I-64	40%
To/From the East on I-64	35%
To/From the Northeast on Highway 94	20%
To/From the Southwest on Highway 94	5%



Figure 6. Directional Distribution

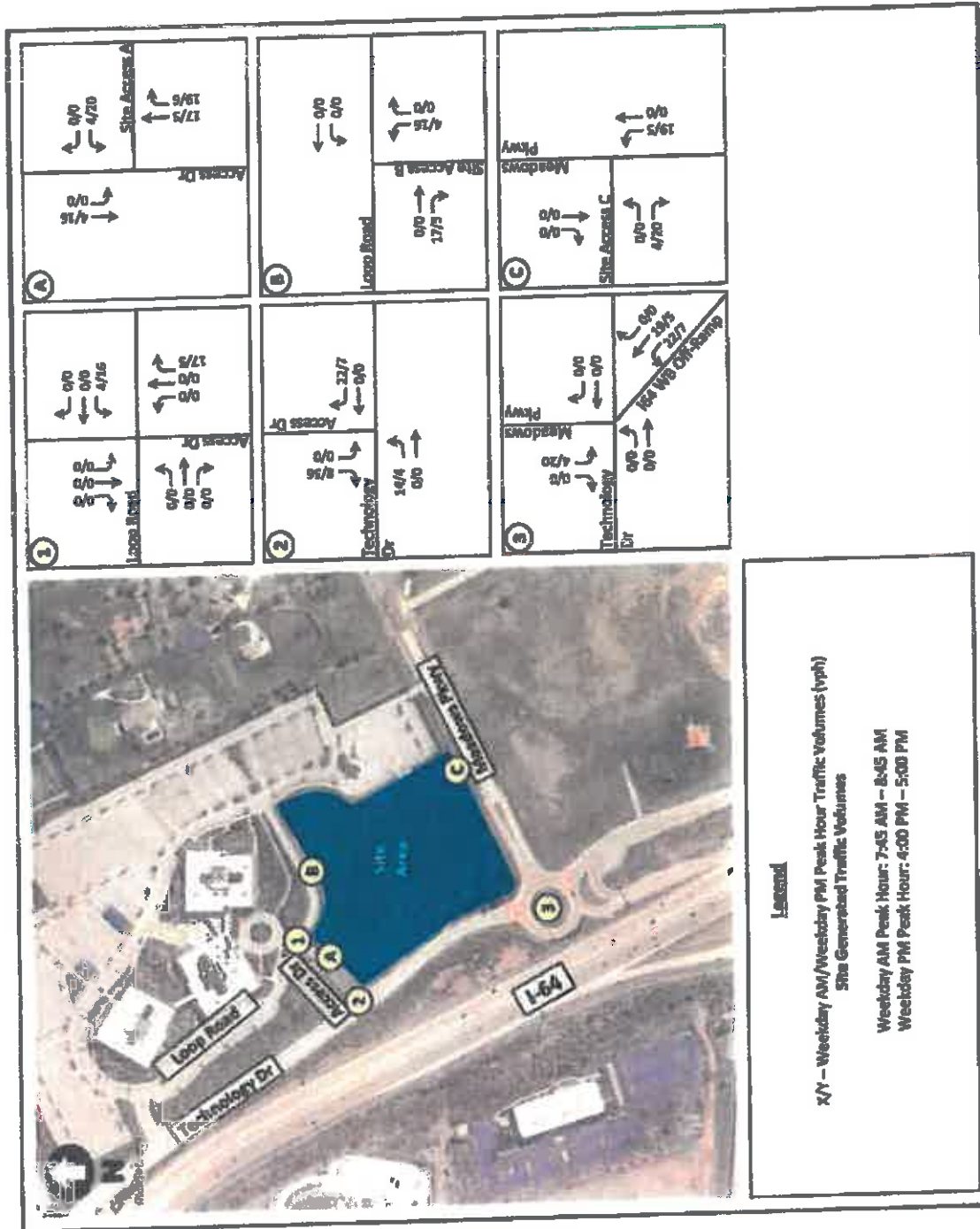


Figure 7. Site Generated Traffic Volumes

Year 2024 Forecasted Conditions

Forecasted operating conditions were evaluated using the same methodology applied to the baseline conditions. The site generated traffic, shown in Figure 7, was aggregated with the baseline traffic volumes (Figure 5) to produce a forecasted conditions scenario that reflects the addition of the proposed development. The resulting 2024 traffic forecast is illustrated in Figure 8.

Forecasted Operating Conditions

The 2024 forecasted operating conditions at the study intersections were analyzed based upon the 2024 forecasted traffic volumes illustrated in Figure 8. The 2024 forecasted conditions determined the adequacy of the road network to accommodate the additional traffic generated by the proposed development and identify any further mitigation measures that may be necessary. The 2024 forecasted operating conditions are summarized in Table 6. As shown, traffic conditions at the study intersections are anticipated to remain favorable, with LOS A for each approach at intersections during both peak hours of the day.

Table 6. Year 2024 Forecasted Traffic Operating Conditions

Intersection & Movements	LOS (Delay, sec) [Queue Length, feet] <v/c ratio>	
	AM Peak Hour	PM Peak Hour
1) Loop Rd & Access Rd (unsignalized)		
Eastbound	A (9.6) [<25] <0.01>	A (8.3) [<25] <0.01>
Westbound	A (9) [<25] <0.01>	A (8.8) [<25] <0.05>
Northbound	A (7.2) [<25] <0.01>	A (0) [<25] <0.00>
Southbound	A (0) [<25] <0.00>	A (0) [<25] <0.00>
2) Technology Dr & Access Road (unsignalized)		
Eastbound Left-Turn	A (7.5) [<25] <0.02>	A (7.5) [<25] <0.00>
Southbound Left-Turn	A (0) [<25] <0.00>	A (9.8) [<25] <0.02>
Southbound Right-Turn	A (9) [<25] <0.02>	A (9.4) [<25] <0.08>
3) Technology Dr & Meadows Pkwy / I-64 WB Off-Ramp (roundabout)		
Overall Intersection	A (5.8)	A (5.0)
Eastbound	A (3.2) [<25] <0.06>	A (3.3) [<25] <0.07>
Westbound	A (5.9) [<25] <0.05>	A (3.2) [<25] <0.04>
Northbound	A (6.1) [<25] <0.09>	A (5.9) [<25] <0.09>
Southbound	A (7.2) [<25] <0.10>	A (5.9) [<25] <0.15>
4) Site Access A & Access Dr (unsignalized)		
Westbound Left-Turn	A (8.9) [<25] <0.01>	A (8.8) [<25] <0.02>
5) Loop Rd & Site Access B (unsignalized)		
Northbound Left-Turn	A (8.7) [<25] <0.00>	A (8.6) [<25] <0.02>
6) Site Access C & Meadows Pkwy (unsignalized)		
Eastbound Approach	A (8.8) [<25] <0.01>	A (8.8) [<25] <0.02>
Northbound Left-Turn	A (7.5) [<25] <0.01>	A (7.4) [<25] <0.01>

Delay presented in vehicles per second

*Roundabout intersection results from SIDRA software



Figure B. 2024 Forecasted Traffic Volumes

Therefore, it is evident that all study area intersections and approaches would be expected to operate at an overall level of service A during both peak hours of the day. The additional traffic generated by the proposed development is anticipated to be easily accommodated by the existing roadway network. Even with the additional traffic generated by the development roadways would have ample capacity to accommodate future growth.

Conclusions

Lochmueller Group has completed the preceding traffic study pertaining to the proposed office-warehouse building in Weldon Spring, Missouri. Based on the preceding study, the following can be concluded:

- Analysis of the 2024 baseline operating conditions determined that the study area intersections operate acceptably during the morning and afternoon peak hours of the day demonstrating a surplus of capacity in the roadway network. Operations for the three study intersections showed Level of Service A for all approaches during the morning and afternoon peak hours.
- A total of nine crashes occurred within the study area during a 5-year period. None of these crashes resulted in fatalities, however one resulted in suspected serious injury and three resulted in minor injuries. The most common crash type was out-of-control, with five crashes being this type.
- The proposed development will add a 100,800 SF building on Lot B of Weldon Spring Crossing. Of the total SF of this building, 15,120 SF is planned as office space, and the remaining 85,680 SF as warehouse space. Consequently, the proposed development would generate a total of approximately 67 and 72 trips during the weekday morning and evening peak hours, respectively upon completion.
- Access is to be provided to the development via three full access drives: one onto Meadows Parkway and two others from the internal access drives serving Weldon Spring Crossing. Direct access to Technology Drive West is not proposed. The access drives are located as follows:
 - Access onto Meadows Parkway – 485 feet north of the roundabout with Technology Drive, 310 feet south of the existing drive to the adjacent parking area
 - Access onto the Internal Loop Road – 290 feet east of the internal intersection with the Access Drive
 - Access onto the Internal Access Drive – 67 feet south of the internal intersection with the loop road, 230 feet north of Technology Drive
- The analysis of the 2024 forecasted operating conditions determined the adequacy of the surrounding road network to accommodate the additional traffic generated by the proposed development and concluded that no mitigation will be necessary to accommodate the development.

Overall, it was concluded that the study intersections can easily accommodate the proposed development and that additional infrastructure improvements are not necessary to offset the traffic generated by the proposed development.

Please contact our office at (314) 446-3791 with any questions or comments concerning this report.

Completed by Lochmueller Group, Inc

AN ORDINANCE GRANTING CONDITIONAL USE PERMIT
(CUP #2024-01) FOR FORTY NINE FIFTY, LLC, TO ALLOW A FLEX
OFFICE/WAREHOUSE IN THE "HTO" HIGH-TECHNOLOGY OFFICE ZONING
DISTRICT ON A CERTAIN TRACT OF LAND LOCATED
AT 450 TECHNOLOGY DRIVE IN THE CITY OF WELDON SPRING, MISSOURI

WHEREAS, Forty Nine Fifty, LLC, are the owners of a tract of land (8.330 acres) located on 450 Technology Drive as described in the attached "Exhibit A"; and

WHEREAS, Steve Quigley, with the Clayton Engineering Company, has filed a request for a Conditional Use Permit (CUP #2024-01) on July 9, 2024, to allow a Flex Office/Warehouse in the "HTO" High-Technology Office Zoning District at 450 Technology Drive 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, Flex Office/Warehouse is a use permitted as a conditional use within the "HTO" High-Technology Office 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 November 4, 2024, and the Board of Aldermen held a public hearing on November 14, 2024, on the Conditional Use Permit Application; and

WHEREAS, on November 4, 2024, the Planning and Zoning Commission reviewed the application for a Conditional Use Permit and made a positive recommendation to the Board of Aldermen for the Conditional Use Permit (CUP #2024-01) for Forty Nine Fifty, 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 Forty Nine Fifty, LLC, development previously submitted and reviewed after proper notice and public hearing, is hereby approved with the following conditions:

1. All operations shall take place within a fully enclosed building.
2. All storage of materials and equipment shall be within a fully enclosed building or a screened rear yard so that they are not visible to any adjacent property.
3. No use shall store or discharge beyond its lot or site boundaries any toxic matter in such concentrations so as to be detrimental to, or endanger the

BILL NO. _____

ORDINANCE NO. _____

public health, safety, comfort or welfare, or cause injury or damage to property or business.

4. Any operation producing noise, glare or heat shall be performed within a completely enclosed building in such a manner as not to create a public nuisance or hazard beyond the boundaries of the lot on which such building is located.
5. No activity involving radiation hazards shall be permitted which causes exposure to persons at or beyond the lot lines in excess of the maximum permitted by the general population in applicable Federal, State and local laws and regulations.
6. Tractor trailer trucks from this facility are restricted from using Meadows Parkway east of the site.
7. The uses within the warehouse must be limited to uses permitted within the HTO, High-Technology Office District unless a separate Conditional Use Permit (CUP) is approved by the City for other light industrial uses.

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 _____ 2024.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill #

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Baker	___	___	___
Clutter	___	___	___
Conley	___	___	___
Kolb	___	___	___
Martiszus	___	___	___
Yeager	___	___	___
Lickliger	___	___	___

Absent: _____



CITY OF WELDON SPRING

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

STAFF REPORT

To: Planning & Zoning Commission

Date: 10/24/24

From: Steve Lauer, City Planner

Subject: 450 Technology Drive – Weldon Spring Pointe Site Plan

Cc: Mayor Don Liddler, City Administrator Don Stolberg, City Clerk Bill Hanks, City Planner Steve Lauer, City Engineer Bill Schnell & City Attorney Bob Wohler

Staff has reviewed a Site Plan application for Weldon Spring Pointe submitted by The Clayton Engineering Company for a flex office/warehouse at 450 Technology Drive and presents the following report for your review and consideration.

BACKGROUND:

The site is located at the northwest corner of Technology Drive and Meadows Parkway. The proposed building would be located on Lot B of the Weldon Spring Crossing subdivision. The only other lot in this subdivision is Lot A which contains the adjacent Vertzon campus. The subject site is currently vacant. There is an existing pond on the site. The Corps of Engineers has issued a letter stating that the pond is located in an upland area with no apparent flow into a water of the United States and is determined to be isolated. Therefore, it does not fall under the jurisdiction of Section 404 and no permit is required from the Corps of Engineers for the project of draining the pond.

The proposed flex office/warehouse building will be constructed in order to lease the building or partial units to a service type facility. Access to the site will utilize the existing access points off Technology Drive and Meadows Parkway. The light industrial use of the warehouse is contingent upon the approval of conditional use permit CUP-2024-01.

PROJECT SUMMARY:

Area: 8.330 acres

Proposed Use: Office/Warehouse fully contained in the proposed 100,800 square foot, 40.5-foot-high building.

Existing Zoning: HTO, High-Technology Office District

Adjacent Zoning:

North: HTO, High-Technology Office - Verizon

South: HTO, High-Technology Office – Meadows Parkway/Vacant

East: HTO, High-Technology Office - Verizon

West: Technology Drive/I-64

STAFF COMMENTS & RECOMMENDATIONS:

1. The concept landscape plan which is included in your packet meets the required standards for landscaping in the HTO, High Technology Office District.
2. A shared use path as delineated on the City of Weldon Spring Parks and Greenway Master Plan is depicted along the frontage on Technology Drive.
3. The radius for the entrance on Meadows Parkway has been reduced to limit the use of the western portion of Meadows Parkway for large truck traffic.
4. Upon approval of the site plan, the proposed building will need to be reviewed and approved by the Architectural Review Commission.

Staff recommend approval of the major site plan for Weldon Spring Points.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECOMMENDED WELDON SPRING POINTE
MAJOR SITE PLAN FOR A FLEX OFFICE/WAREHOUSE
AT 450 TECHNOLOGY DRIVE AND MATTERS RELATING THERETO

WHEREAS, Forty Nine Fifty, LLC, is the owner of property at 450 Technology Drive;
and

WHEREAS, Steve Quigley, with the Clayton Engineering Company, has submitted an application for a major site plan on behalf of the owner, which is in the HTO” High-Technology Office Zoning District, to erect a flex office/warehouse building; and

WHEREAS, the Weldon Spring Pointe Major Site Plan has been reviewed by the City Engineer, City Planner, and by the Planning and Zoning Commission at a duly called public meeting on November 4th, 2024, and made a positive recommendation on the major site plan.

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

SECTION 1: That the Clayton Engineering Company has provided the City of Weldon Spring, Missouri, with the proper plans and documentation, which have been received by the City Staff, Mayor, and Board of Aldermen.

SECTION 2: That the City Planning and Zoning Commission has reviewed and made a positive recommendation on the major site plan submitted by the Clayton Engineering Company.

SECTION 3: The Board of Alderman after its review hereby approves the Weldon Spring Pointe major site plan, which in the attached **Exhibit “A”**, for the Clayton Engineering Company and hereby authorizes the Zoning Commissioner to sign and approve the Weldon Spring Pointe Major Site Plan for 450 Technology Drive.

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

[REMAINDER 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 _____ 2024.*

Donald D. Lickliger, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

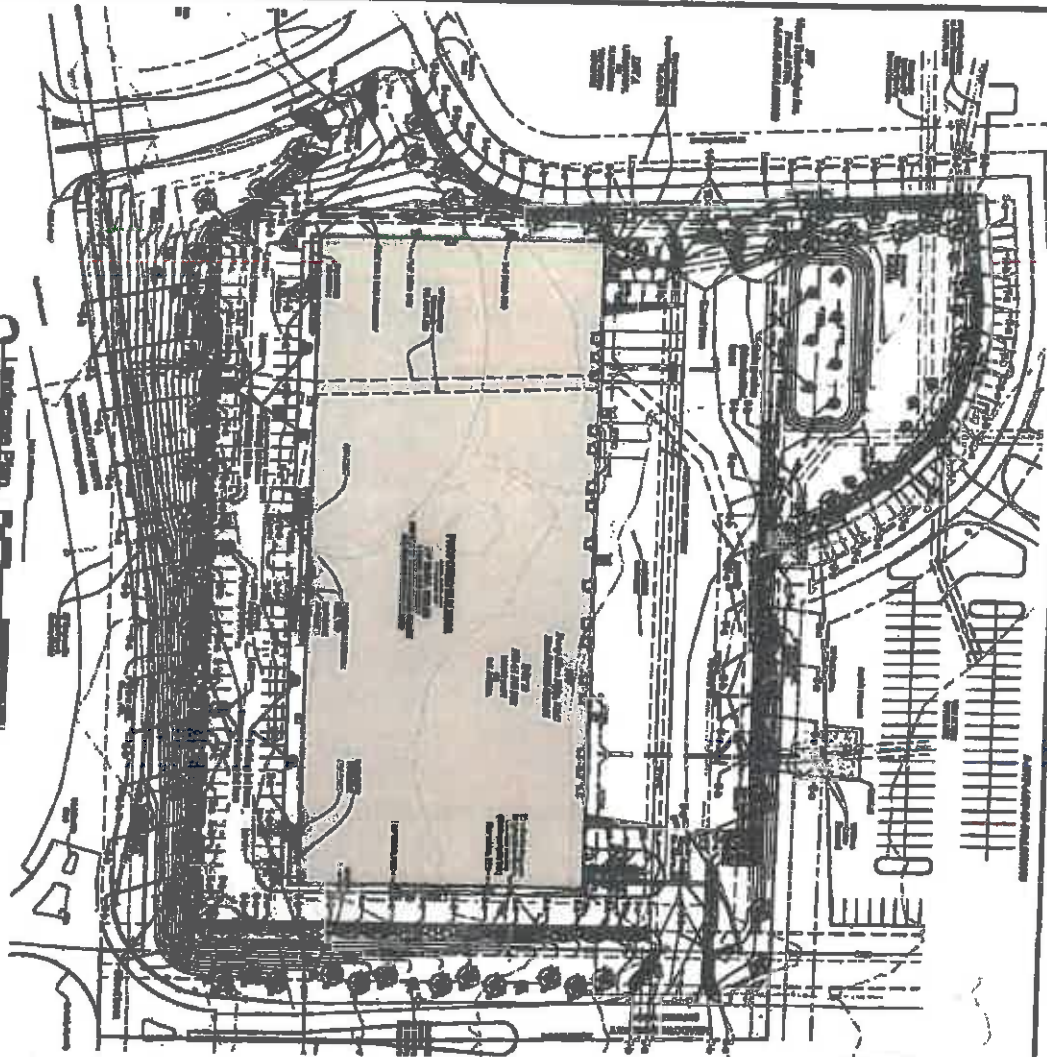
To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____



Notes:

1. All work shall be in accordance with the latest editions of the following specifications: 2003 Missouri State Specification for Construction, Division 31 - Streets and Highways, Division 32 - Foundation, Division 33 - Earth Retention, Division 34 - Masonry, Division 35 - Metal Fabrications, Division 36 - Woodwork, Division 37 - Millwork, Division 38 - Glass and Glazing, Division 40 - Specialties, Division 41 - Fire Protection, Division 42 - Electrical, Division 43 - HVAC, Heating, Ventilating and Air Conditioning, Division 44 - Mechanical, Division 45 - Plumbing, Division 46 - Piping, Division 47 - Refrigeration and Air Conditioning, Division 48 - Refrigeration, Division 49 - Elevators and Escalators, Division 50 - Furniture, Fixtures and Equipment, Division 51 - Finishes, Division 52 - Painting and Coatings, Division 53 - Signage, Division 54 - Security, Division 55 - Access Control, Division 56 - Life Safety, Division 57 - Telecommunications, Division 58 - Information Technology, Division 59 - Audio and Video, Division 60 - Specialties, Division 61 - Miscellaneous.

2. The contractor shall be responsible for obtaining all necessary permits and approvals from the local, state, and federal agencies.

3. All work shall be completed within the specified time frame.

4. The contractor shall maintain access to all adjacent properties and public utilities at all times.

5. All work shall be in accordance with the latest editions of the following specifications: 2003 Missouri State Specification for Construction, Division 31 - Streets and Highways, Division 32 - Foundation, Division 33 - Earth Retention, Division 34 - Masonry, Division 35 - Metal Fabrications, Division 36 - Woodwork, Division 37 - Millwork, Division 38 - Glass and Glazing, Division 40 - Specialties, Division 41 - Fire Protection, Division 42 - Electrical, Division 43 - HVAC, Heating, Ventilating and Air Conditioning, Division 44 - Mechanical, Division 45 - Plumbing, Division 46 - Piping, Division 47 - Refrigeration and Air Conditioning, Division 48 - Refrigeration, Division 49 - Elevators and Escalators, Division 50 - Furniture, Fixtures and Equipment, Division 51 - Finishes, Division 52 - Painting and Coatings, Division 53 - Signage, Division 54 - Security, Division 55 - Access Control, Division 56 - Life Safety, Division 57 - Telecommunications, Division 58 - Information Technology, Division 59 - Audio and Video, Division 60 - Specialties, Division 61 - Miscellaneous.

6. The contractor shall be responsible for obtaining all necessary permits and approvals from the local, state, and federal agencies.

7. All work shall be completed within the specified time frame.

8. The contractor shall maintain access to all adjacent properties and public utilities at all times.

NO.	DESCRIPTION	QTY	UNIT
1	Site Preparation	1	Sq. Ft.
2	Excavation	1	Cu. Yd.
3	Foundation	1	Sq. Ft.
4	Earth Retention	1	Sq. Ft.
5	Masonry	1	Sq. Ft.
6	Metal Fabrications	1	Sq. Ft.
7	Woodwork	1	Sq. Ft.
8	Millwork	1	Sq. Ft.
9	Glass and Glazing	1	Sq. Ft.
10	Specialties	1	Sq. Ft.
11	Fire Protection	1	Sq. Ft.
12	Electrical	1	Sq. Ft.
13	HVAC, Heating, Ventilating and Air Conditioning	1	Sq. Ft.
14	Mechanical	1	Sq. Ft.
15	Plumbing	1	Sq. Ft.
16	Piping	1	Sq. Ft.
17	Refrigeration and Air Conditioning	1	Sq. Ft.
18	Refrigeration	1	Sq. Ft.
19	Elevators and Escalators	1	Sq. Ft.
20	Furniture, Fixtures and Equipment	1	Sq. Ft.
21	Finishes	1	Sq. Ft.
22	Painting and Coatings	1	Sq. Ft.
23	Signage	1	Sq. Ft.
24	Security	1	Sq. Ft.
25	Access Control	1	Sq. Ft.
26	Life Safety	1	Sq. Ft.
27	Telecommunications	1	Sq. Ft.
28	Information Technology	1	Sq. Ft.
29	Audio and Video	1	Sq. Ft.
30	Specialties	1	Sq. Ft.
31	Miscellaneous	1	Sq. Ft.
TOTAL			



LOOMIS ASSOCIATES
 400 Technology Drive
 Weldon Spring, Missouri 63078
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 Fax: (636) 271-1112
 Email: info@loomis.com

Weldon Spring Points

400 Technology Drive
 Weldon Spring, Missouri



NO.	DESCRIPTION	QTY	UNIT
1	Site Preparation	1	Sq. Ft.
2	Excavation	1	Cu. Yd.
3	Foundation	1	Sq. Ft.
4	Earth Retention	1	Sq. Ft.
5	Masonry	1	Sq. Ft.
6	Metal Fabrications	1	Sq. Ft.
7	Woodwork	1	Sq. Ft.
8	Millwork	1	Sq. Ft.
9	Glass and Glazing	1	Sq. Ft.
10	Specialties	1	Sq. Ft.
11	Fire Protection	1	Sq. Ft.
12	Electrical	1	Sq. Ft.
13	HVAC, Heating, Ventilating and Air Conditioning	1	Sq. Ft.
14	Mechanical	1	Sq. Ft.
15	Plumbing	1	Sq. Ft.
16	Piping	1	Sq. Ft.
17	Refrigeration and Air Conditioning	1	Sq. Ft.
18	Refrigeration	1	Sq. Ft.
19	Elevators and Escalators	1	Sq. Ft.
20	Furniture, Fixtures and Equipment	1	Sq. Ft.
21	Finishes	1	Sq. Ft.
22	Painting and Coatings	1	Sq. Ft.
23	Signage	1	Sq. Ft.
24	Security	1	Sq. Ft.
25	Access Control	1	Sq. Ft.
26	Life Safety	1	Sq. Ft.
27	Telecommunications	1	Sq. Ft.
28	Information Technology	1	Sq. Ft.
29	Audio and Video	1	Sq. Ft.
30	Specialties	1	Sq. Ft.
31	Miscellaneous	1	Sq. Ft.
TOTAL			

AN ORDINANCE ENACTING A NEW SECTION (SECTION 210.1805) FOR THE CITY OF
WELDON SPRING, MISSOURI, MUNICIPAL CODE PERTAINING TO CERTAIN DRUG
OFFENSES AND THE LEGALIZATION OF MARIJUANA.

WHEREAS, on November 8, 2022, Missouri voters passed Amendment 3 which amended the state constitution to provide for the use of recreational marijuana; and

WHEREAS, Article XN, Section 2.5(6) of the state constitution now provides that local political subdivisions may enact ordinances not in conflict with the Constitution governing the time and place where marijuana may be consumed, used or smoked in public areas within the locality; and

WHEREAS, the City of Weldon Spring's Board of Aldermen has determined that smoking marijuana in public places should be regulated to safeguard citizens who do not wish to be exposed to marijuana smoke; and

WHEREAS, the City of Weldon Spring's Board of Aldermen hereby adopts this ordinance to prohibit smoking marijuana in public places or meetings.

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

SECTION 1: Chapter 210 of the Municipal Code of the City of Weldon Spring, Missouri is hereby amended by the enactment of a new section, to be designated as Section 210.1805, to read as follows:

Section 210.1805 Limitations on Public Use of Marijuana A.

A. It shall be unlawful for any person:

- 1. To consume, smoke or burn marijuana in a public place; and**
- 2. To smoke or burn marijuana in a location where smoking tobacco is prohibited.**

B. As used in this Section, a "public place" means any public or private property, or portion of public or private property, that is open to the general public, including, but not limited to, sidewalks, streets, bridges, parks, schools, and businesses.

C. For purposes of this Section, a "public place" shall not mean the residence of the person consuming marijuana or the residence of another person when the person in control of that property has consented to the consumption of marijuana.

BILL NO. _____

ORDINANCE NO. _____

SECTION 2: The vote of the aforesaid being deemed an emergency by the Board of Alderman, the Board does hereby waive and dispense with the tabling procedure set forth in City Code, Section 110.070 (A)(3) and does hereby authorize the reading of the above bill twice at the meeting, and a vote there to immediately following said reading.

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

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS _____ DAY OF _____ 2024.

Donald D. Lickliger, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill #

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Baker	___	___	___
Clutter	___	___	___
Conley	___	___	___
Kolb	___	___	___
Martiszus	___	___	___
Yeager	___	___	___
Lickliger	___	___	___

Absent: _____

 AN ORDINANCE AMENDING CHAPTER 675 OF THE CITY OF WELDON SPRING,
 MISSOURI, MUNICIPAL CODE RELATING TO THE REGULATION OF MARIJUANA IN
 COMPLIANCE WITH SECTION XIV OF THE MISSOURI CONSTITUTION

Whereas, Effective December 6th, 2018, the Missouri Constitution was amended by adding Article XIV, Section 1, pertaining to medical marijuana; and

Whereas, effective December 8th, 2022, the Missouri Constitution was further amended by adding Article XIV, Section 2, regarding recreational marijuana; and

Whereas, it is necessary to amend the ordinances of this City to conform to the provisions of the Constitution;

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

SECTION 1: That Section 405.395 of the Weldon Spring Municipal Code is hereby amended as follows (added text is shown in boldface type, deleted text shown in [bracket and stricken] type):

Chapter 675 **[~~Medical~~] Marijuana Regulations**

Article I **Generally**

Section 675.005 **Authority**

The Board of Aldermen of Missouri Cities of the fourth class, Weldon Spring being such, have the authority to enact ordinances providing for the reasonable regulation of businesses and activities within the City limits in order to protect the public health and safety and maintain the peace, good government and welfare of the City and its trade and commerce as set out in Section 79.450, RSMo.

Section 675.010 **Title**

This Chapter shall be known as [~~"The Medical Marijuana Ordinance for the City of Weldon Spring, Missouri."~~] **"Marijuana Regulations."**

Section 675.020 **Applicability**

The provisions of this Chapter shall apply within the municipal boundaries of the City of Weldon Spring, Missouri.

Section 675.030 Purpose

It is the purpose of this Chapter to regulate [~~medical-marijuana-businesses~~] **marijuana facilities** and related activities to promote the health, safety and general welfare of the citizens of the City of Weldon Spring and to establish reasonable and uniform regulations to prevent the possible deleterious operation, location and concentration of [~~medical-marijuana-businesses~~] **marijuana facilities** within the City of Weldon Spring. It is not the intent nor effect of this Chapter to deny access [~~by-qualifying-patients~~] to [~~medical~~] marijuana as provided by Amendment 2 **and Amendment 3** which [~~is~~] **are** codified as Article XIV, Section 1, **and Article XIV, Section 2**, of the Missouri Constitution **respectively**. It is neither the intent nor effect of this Chapter to condone or legitimize the illicit possession, distribution or delivery of any controlled substance.

~~[Section 675.040 — Legislative Findings Of Fact~~

~~A. Based upon evidence concerning marijuana and secondary effects of medical marijuana facilities on the community including factual findings incorporated in the following documents listed below, the Board of Aldermen finds that:~~

- ~~1. Since 1937, Federal law prohibits the cultivation, possession, sale and use of marijuana without regard to a claimed medical need. See, Marijuana Tax Act of 1937, Pub.L. 75-238, repealed 1970, replaced by Comprehensive Drug Abuse Prevention and Control Act of 1970.~~
- ~~2. On August 23, 2013, the United States Department of Justice issued a memorandum entitled "Guidance for Marijuana Enforcement." The memorandum established eight (8) guidelines for states regarding Federal priorities in determining whether Federal enforcement of controlled substance laws should commence against persons involved in specific activities related to marijuana cultivation and distribution. This Chapter places the highest priority on meeting the memorandum guidelines; particularly guidelines related to protecting the public health and safety, restrictions on the availability of marijuana to minors, and the prevention of the illegal trafficking and profiteering in marijuana.~~
- ~~3. In 2014, the United States Congress enacted the Rohrabacher-Farr Amendment which prohibits the United States Department of Justice from spending funds to interfere with the implementation of state medical marijuana laws.~~
- ~~4. In 1996, through Proposition 215, medical marijuana was introduced in California.~~

- ~~5. As of 2018, Twenty nine (29) states and the District of Columbia permit some form of medical marijuana.~~
- ~~6. As of November, 2018, Ten (10) states and the District of Columbia have adopted laws legalizing marijuana for recreational use. See, Governing, (January 2019).~~
- ~~7. In November 2018, the voters of Missouri passed Amendment 2 to the Missouri Constitution legalizing the growing, manufacturing, transportation, and consumption of marijuana for medicinal purposes. Amendment 2 is codified as Article XIV, Section 1 of the Missouri Constitution and provides in Section 1.7(11) that:~~

~~Unless allowed by the local government, no new medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana dispensary facility, or medical marijuana infused products manufacturing facility shall be initially sited within one thousand (1,000) feet of any then existing elementary or secondary school, child day care center, or church. No local government shall prohibit medical marijuana cultivation facilities, medical marijuana testing facilities, medical marijuana infused products manufacturing facilities, or medical marijuana dispensary facilities, or entities with a transportation certification either expressly or through the enactment of ordinances or regulations that make their operation unduly burdensome in the jurisdiction. However, local governments may enact ordinances or regulations not in conflict with this Section, or with regulations enacted pursuant to this Section, governing the time, place, and manner of operation of such facilities in the locality. A local government may establish civil penalties for violation of an ordinance or regulations governing the time, place, and manner of operation of a medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility, medical marijuana dispensary facility, or entity holding a transportation certification that may operate in such locality.~~

- ~~8. Do Medical Marijuana Centers Behave Like Locally Undesirable Land Use? Implications for the Geography of Health and Environmental Justice. Urban Geography (2013).~~
- ~~9. Medical Marijuana Meets Zoning: Can You Grow, Sell, and Smoke That Here? American Planning Association. Planning & Environmental Law. Vol. 62, No. 8, p.3 (Aug. 2010).~~
- ~~10. Analysis of the medical use of marijuana and its societal implications. J. Am. Pharm. Assoc. (Wash) (Mar-Apr 1998).~~

- ~~11. New Study Highlights the Social Impacts of Cannabis Legalization in California, Forbes, (May 17, 2018).~~
- ~~12. The Health and Social Effects of Nonmedical Cannabis Use. World Health Organization, (2016).~~
- ~~13. The average medicinal marijuana cardholder is a thirty two (32) year old white male with no history of chronic illness and a history of substance abuse. See, The Marijuana Experiment Considerations of Legalization In Illinois, Illinois Association for Behavioral Health (power point presentation).~~
- ~~14. Local Impacts of Commercial Cannabis, International City/County Management Association. (September 2018).~~
- ~~15. The outright prohibition of medical marijuana businesses is in contravention of Amendment 2; but reasonable time, place and manner regulation of such businesses so as to curtail and prevent pernicious secondary effects is both permissible and desirable. See, Section 7(11) of Amendment 2.~~
- ~~16. When marijuana plants begin to flower and for a period of up to two (2) months or more during the growing season, produce a pungent and strong odor detectable beyond property boundaries and that can adversely impact the peace and enjoyment of persons on nearby properties.~~
- ~~17. The public health, safety, welfare and convenience of the residents of the City require that medical marijuana businesses and their locations be regulated in order to reduce the potential for harm and in order to preserve and protect the quality of life in the residential and business environs of the City.~~
- ~~18. It is the duty and responsibility of the Mayor and Board of Aldermen to protect and preserve the public health, safety and welfare of the City and its residents, the stability of the value and use of property within the City and the character of its neighborhoods and developments.~~
- ~~19. In order to preserve the public peace and good order and to safeguard and promote the health, safety and welfare of the City and its citizens, therefore, it is necessary and advisable to regulate and restrict the location and operation of medical marijuana businesses.~~

~~20. The general welfare, health, morals and safety of the citizens of this City will be promoted by enactment of this Chapter.~~

~~B. The requirements of this Chapter advance the public health, safety and welfare by providing regulations governing the location and operation of medical marijuana businesses within the municipal boundaries of the City.]~~

Section 675.050 Definitions

A. For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AMENDMENT 2: A voter-initiated amendment to the Missouri constitution adopted November 6, 2018, codified as Section 1 of Article XIV to the Missouri Constitution.

AMENDMENT 3: A voter-initiated amendment to the Missouri Constitution adopted November 8, 2022, codified as Sections 1 and 2 of Article XIV to the Missouri Constitution.

DEPARTMENT: The State of Missouri Department of Health and Senior Services, or its successor agency.

~~[**FACILITY:** A medical marijuana cultivation facility, marijuana-infused products manufacturing facility, medical marijuana testing facility or medical marijuana dispensary facility, or any combination thereof, or any business related to the possession, sale, use, cultivation or manufacture of marijuana.]~~

~~[**IDENTIFICATION CARD:** The card issued by the Missouri Department of Health and Senior Services that permits a qualified patient or primary caregiver to purchase medical marijuana.]~~

~~[**LICENSEE:** An entity issued a license or certification by the Department for the cultivation, manufacture, dispensing, sale, testing, tracking, and transportation of marijuana for medical use.]~~

MARIJUANA or MARIHUANA: Cannabis indica, Cannabis saliva, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood, within the scientific community to constitute marijuana, as well as, resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" does not include industrial hemp containing a crop-

wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (0.3%) on a dry weight basis, as defined by Missouri Statutes, or commodities or products manufactured from industrial hemp.

MARIJUANA CULTIVATION FACILITY: A facility licensed by the State of Missouri Department of Health and Senior Services, or its successor agency, to acquire, cultivate, process, store, transport, and sell marijuana to a Marijuana Dispensary Facility, Marijuana Testing Facility, or to a Marijuana-Infused Products Manufacturing Facility.

MARIJUANA DISPENSARY FACILITY: A facility licensed by the State of Missouri Department of Health and Senior Services, or its successor agency, to acquire, store, sell, transport and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this Section to a consumer, a qualifying patient, a primary caregiver, another Marijuana Dispensary Facility, a Marijuana Testing Facility, or a Marijuana-Infused Products Manufacturing Facility.

MARIJUANA FACILITY: A marijuana cultivation facility, Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Marijuana Dispensary Facility, or any combination thereof, or any business related to the possession, sale, use, cultivation or manufacture of marijuana.

MARIJUANA-INFUSED PRODUCTS: Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY: A facility licensed by the State of Missouri Department of Health and Senior Services, or its successor agency, to acquire, store, manufacture, transport, and sell marijuana-infused products to a Marijuana Dispensary Facility, a Marijuana Testing Facility, or to another Marijuana-Infused Products Manufacturing Facility

MARIJUANA TESTING FACILITY: A facility certified by the State of Missouri Department of Health and Senior Services, or its successor agency, to acquire, test, certify, and transport marijuana.

MARIJUANA WHOLESALE FACILITY: A facility licensed by the State of Missouri Department of Health and Senior Services, or its successor agency, to acquire, cultivate, process, package, store on-site or off-site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana-infused products to a Marijuana Dispensary Facility, or other Marijuana Wholesale Facility, or Marijuana Testing Facility.

~~**[MEDICAL MARIJUANA CULTIVATION FACILITY:** A facility licensed by the department to acquire, cultivate, process, store, transport, and sell or provide marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.]~~

~~**[MEDICAL MARIJUANA DISPENSARY FACILITY:** A facility licensed by the department, to acquire, store, sell, transport and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this Chapter to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.]~~

~~**[MEDICAL MARIJUANA TESTING FACILITY:** A facility certified by the department to acquire, test, certify, and transport marijuana.]~~

~~**[PATIENT or QUALIFYING PATIENT:** Has the meaning provided in Amendment 2 and any other related regulations promulgated by the State of Missouri.]~~

~~**[PRIMARY CAREGIVER:** Has the meaning provided in Amendment 2 and any other related regulations promulgated by the State of Missouri.]~~

- B. In addition to the definitions provided in Subsection (A) of this Section, the other defined terms in Amendment 2 are incorporated into this Chapter by reference.

Article II Location, Building and Signage Regulations

Section 675.100 Limitation and Delivery

Each ~~[medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana-infused products manufacturing facility or medical marijuana~~

~~dispensary facility~~ **marijuana facility** shall be operated from a permanent location. No **marijuana** facility described in this Section shall be permitted to deliver or operate from a movable, mobile or transitory location. No ~~medical~~ marijuana ~~dispensary~~ facility shall dispense **or sell** marijuana via a drive-thru window or lane.

Section 675.110 Prohibited Locations

A. ~~A~~ ~~[Medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility or medical marijuana dispensary facility]~~ **marijuana facility** shall be located in the general commercial zoning district only.

B. No ~~[medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility or medical marijuana dispensary facility]~~ **marijuana facility** shall be located at the following locations:

1. Within one thousand (1,000) feet of a ~~[licensed childcare facility]~~ **daycare as defined in Article 14 of the Missouri Constitution;**
2. Within one thousand (1,000) feet of any educational institution or school **as defined in Article 14 of the Missouri Constitution,** either public or private;
3. **Within one thousand (1,000) feet of any church as defined in Article 14 of the Missouri Constitution;**
4. ~~[3]~~ Within one thousand (1,000) feet of any public park, public pool or public or private recreational facility;
5. ~~[4]~~ Within one thousand (1,000) feet of any halfway house or correctional facility;
6. ~~[5]~~ Within one thousand (1,000) feet of any other ~~[non-affiliated medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility or medical marijuana dispensary facility]~~ **marijuana facility;** or
7. Within ~~[seven hundred fifty (750)]~~ **five hundred (500)** feet of any building or structure that contains a residential unit.

C. The distances described in Subsection (B) of this Section shall be computed by direct measurement from the nearest building line of the land not used for the above purposes to the nearest portion of the building housing the ~~medical~~

~~marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility or medical marijuana dispensary~~ **marijuana facility** using a straight line.

- D. It shall be unlawful for any person to use a residential property to sell, distribute, transmit, give, dispense or otherwise provide [~~medical~~] marijuana as a home occupation.
- E. No **marijuana** facility or the activities within the facility shall emit an odor or in any way cause a nuisance as set forth in this Code.

Section 675.120 Sign Requirements

All signage for a [~~medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility or medical marijuana dispensary facility~~] **marijuana facility** shall comply with the requirements of this Code. Signage is to be discrete and not obtrusive or distracting and be in compliance with the City's sign ordinance.

Section 675.130 Required Warning to be Posted

- A. There shall be posted in a conspicuous location in each facility a legible sign containing the following warnings:
1. A warning that the use of [~~medical~~] marijuana may impair a person's ability to drive a motor vehicle or operate machinery, and that it is illegal under State law to drive a motor vehicle while under the influence of or impaired by marijuana;
 2. A warning that loitering in or around a **marijuana** facility is prohibited;
 3. A warning that possession and distribution of marijuana is a violation of Federal law;
 4. A warning that no one under eighteen (18) years of age is permitted within the **marijuana** facility; and
 5. A warning that no [~~guns~~] **weapons** are allowed on premises except for law enforcement.

Article III

Limitation on Number, Size, Floor Plan, Hours of Operation, Sale of Alcohol, Age Restrictions

~~[Section 675.200 — Limitations~~

~~There shall be no more than one (1) of any of the following facilities: either a medical marijuana dispensary facility or testing facility or an infused products manufacturing facility, or any combination of the above; and such facility shall have no more than two thousand (2,000) square feet of floor plan and be a one (1) story building. A cultivation facility shall have no more than thirty thousand (30,000) square feet and be one (1) story structure.]~~

Section 675.210 Hours of Operation

A [medical] marijuana dispensary facility may open no earlier than nine o'clock (9:00) a.m. and shall close no later than seven o'clock (7:00) p.m. the same day. A [medical] marijuana dispensary facility may be open seven (7) days a week.

~~[Section 675.220 — Separation Of Dispensing Area From Waiting Area~~

~~The waiting area and the area of a medical marijuana dispensary facility where marijuana or marijuana-infused products are physically delivered to a qualifying patient or primary caregiver shall be separated by a solid wall and solid door so that persons in the waiting area are obstructed from observing the delivery of the marijuana-infused products to the qualifying patient or primary caregiver.]~~

Section 675.230 Display of Marijuana

No marijuana or marijuana-infused product shall be displayed so as to be visible through glass, windows, or doors by a person of normal visual acuity standing at the outside perimeter of a **marijuana** facility.

Section 675.240 Sale of Alcohol Prohibited

The sale or consumption of alcohol within a **marijuana** facility is prohibited.

Section 675.250 Age Restrictions

No person under the age of eighteen (18) years shall be allowed in any portion of a ~~[medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana-infused products manufacturing facility or medical marijuana dispensary facility]~~ **marijuana facility**, except ~~[that]~~ **for** a qualifying patient who is under the age of eighteen (18) years who has been emancipated by a court order and a qualifying patient under the age of eighteen (18) years when accompanied by the qualifying patient parent or guardian. The entrance to a **marijuana** facility shall be clearly and legibly posted with notice indicating that persons under the age of eighteen (18) are precluded from entering the premises.

~~[Section 675.260 — Requirement To Display Identification Card; Failure To Exhibit Identification Card; Possession Or Production Of Fraudulent Identification Card~~

- ~~A. A medical marijuana dispensary shall require every qualifying patient or primary caregiver to display the medical marijuana identification card or other proof of eligibility of purchase to enter the medical marijuana dispensary and at the time of each purchase.~~
- ~~B. It shall be unlawful for a qualifying patient or primary caregiver when in the possession of marijuana to fail to exhibit on the demand of any peace officer a medical marijuana identification card.~~
- ~~C. It shall be unlawful for any person to possess, produce, manufacture, sell, or otherwise distribute a fraudulent document, photocopy, or image displayed on a mobile electronic device intended to serve as a medical marijuana identification card.~~
- ~~D. Background Check For All Employees. No drug related convicted employees allowed. No positive drug tested employees allowed. Medical marijuana sales only with a physician's certification from a licensed physician and filled at a licensed medical marijuana distribution facility (MMDF).~~
- ~~E. It is unlawful to possess medical marijuana without a valid identification card as defined herein.]~~

~~[Article IV — Packaging And Limitations On Quantity Dispensed~~

~~Section 675.300 — Packaging And Limitations On Quantity Dispensed~~

~~A medical marijuana dispensary facility shall not dispense more than four (4) ounces of a usable form of medical marijuana per patient in a thirty (30) day period, except as otherwise allowed by law [Art. 2m sec 3(13)]. All marijuana sold or otherwise distributed shall be in a sealed container. Such packaging shall have a label that indicates the quantity and advises the purchaser that the marijuana is intended for use solely by the patient, and that any resale or redistribution to any third person is a criminal violation.]~~

Article [4] IV On-Site Consumption or Cultivation, Sale of Paraphernalia; Disposal

Section 675.400 On-Site or Public Consumption

It shall be unlawful to consume, inhale or personally use marijuana or [medical] marijuana-infused products on or within the premises of a **marijuana facility** [medical marijuana cultivation facility, medical marijuana testing facility,

~~medical marijuana infused products manufacturing facility, medical marijuana dispensary facility~~], or in a public place, except that a [medical] marijuana testing facility may consume marijuana during the testing process and only as the consumption relates to the testing process. A surveillance camera shall be operable at all times to insure compliance with this and other requirements of this Chapter.

Section 675.410 On-Site Cultivation

The growing or cultivation of marijuana on the premises of a [medical] marijuana dispensary facility is prohibited.

Section 675.420 Sale of Paraphernalia

Paraphernalia as defined in Section 195.010(17)(l)(a) through (l)(f), excluding (1) of the Revised Statutes or Missouri, as may be amended, may lawfully be sold at a [medical] marijuana dispensary facility. Such items may not be publicly displayed and may be sold, displayed and provided only to patients or primary caregivers of patients.

Section 675.430 Disposal of Marijuana And Marijuana-Infused Products

No person shall dispose of marijuana or marijuana-infused products in an unsecured waste receptacle not in possession or control of a licensee and designed to prohibit unauthorized access.

Article VI Security

Section 675.500 Security

A. A [~~medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana infused products manufacturing facility or medical marijuana dispensary facility~~] **marijuana facility** shall provide adequate security on the premises including but not limited to the following:

1. Surveillance. Security surveillance cameras installed to monitor each entrance to the **marijuana** facility along with the interior and exterior of the premises to discourage and to facilitate the reporting and investigation of criminal acts and nuisance activities occurring at the premises. Security video shall be preserved for at least ninety (90) days, and be made available to Law Enforcement Officers upon demand and without a search warrant.
2. Inventory. All salable inventory of marijuana **or marijuana-infused products** must be kept and stored in a secured, locked manner.

3. **Safe.** A locking safe or secure vault permanently affixed or built into the premises to store any currency on site. [~~Marijuana, including plants, and marijuana-infused products shall be secured in a safe or vault permanently affixed or built into the premises.~~] The building will be designed to prevent vehicle crash and grab thefts.
4. **Lighting.** Exterior lighting that illuminates the exterior walls of the **marijuana** facility premises but is otherwise discrete and not obtrusive or distracting.
5. **Alarm System.** Professionally monitored robbery alarm and burglary alarm systems shall be installed and maintained in good working condition within the **marijuana** facility at all times.
6. **Emergency Contact.** Each **marijuana** facility shall provide the Chief of Police with the name, cellular telephone number, electronic mail address[~~, and facsimile number~~] of an on-site facility employee to whom the City may provide notice of any operating problems associated with the **marijuana** facility. It shall be the responsibility of the licensee to keep up-to-date the contact information of the **marijuana** facility employee.
7. [~~Access. Only an employee, qualified patient or primary caregiver shall be permitted in a medical marijuana dispensary facility.~~]

Article VII Recordkeeping

Section 675.600 Ledger Require.

Records shall be maintained in accordance with Section 1 and Section 2 of Article 16 of the Missouri Constitution and applicable state law.

- A. [~~A medical marijuana dispensary facility shall keep a ledger, for three (3) years from the creation of the record, which shall record the following information, and which shall be made available to the City upon demand:~~
1. ~~The quantities of medical marijuana dispensed in each transaction;~~
 2. ~~The type of medical marijuana dispensed;~~
 3. ~~The total amount paid by the patient or primary caregiver for the transaction for each of the goods and services provided, before relevant taxes;~~
 4. ~~The patient identifying information permitted by law;~~

~~5. Confirmation that the employee confirmed the identity of the patient or primary caregiver receiving the medical marijuana with a valid State-issued identification; and~~

~~6. The date and time dispensed.]~~

Article VIII Operating Plans

Section 675.700 Operating Plans

- A. As a condition of processing of a business license application, a **marijuana** facility operator shall provide at the time of filing of the business license application a detailed operations plan and, upon issuance of a license, shall operate the **marijuana** facility in accordance with the plan. Such plan shall include:
 - 1. **Floor Plan.** A plan showing the layout of the **marijuana** facility and the principal uses of the floor area depicted. A medical marijuana dispensary facility shall have a lobby waiting area at the entrance to the center to receive clients, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated primary caregivers. The primary entrance of any stand-alone facility shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways.
 - 2. **Storage.** A **marijuana** facility shall provide a storage plan in compliance with Section 675.500 of this Chapter.
 - 3. **Security Plan.** A **marijuana** facility shall provide a security plan in compliance with Section 675.500 of this Chapter.
 - 4. **Lighting Plan.** A **marijuana** facility shall provide a lighting plan in accordance with this Code. Such plan shall also include any illumination for the purposes of cultivation and any mitigation controls to lessen adverse impacts to the surrounding properties.
 - 5. **Odor Controls.** A **marijuana** facility shall provide a plan for the mitigation and control of odors and other environmental impacts which may emanate from a **marijuana** facility. Such plan shall describe the ventilation system for the premises. Appropriate ventilation systems to prevent any odor or marijuana or fumes leaving the premises of a **marijuana** facility or other changes to a **marijuana** facility may be required to abate a public nuisance. No **marijuana** facility shall emit any odor of marijuana which is capable of being

smelled by a person of ordinary senses outside the boundary of the lot on which the **marijuana** facility is located.

- 6. Product And Service Description. A description of the products and services to be provided by the **marijuana** facility.
- 7. Employee List. A list of all employees of the **marijuana** facility.

Article IX Licenses, Fees and Taxes

Section 675.800 Business License Required; Penalty For Non-Compliance

Each **marijuana** facility shall at all times possess a current City business license. By obtaining a City business license, the **marijuana** facility licensee irrevocably consents to the immediate closure and cessation of operation of the **marijuana** facility in addition to all other penalties or remedies available by law for the failure to process a current City business license.

Section 675.810 Fees and Taxes

At all times, a **marijuana** facility licensee shall remain current and not delinquent on any real or personal property tax, sales tax or fee.

Section 675.820 Sales Taxes

Each [~~medical~~] marijuana dispensary facility shall pay sales tax on all [~~medical~~] marijuana, and other tangible personal property sold at the **marijuana** facility.

Article X Administration, Enforcement, Violations and Penalties

Section 675.900 Administration and Enforcement

The City's Law Enforcement Officer shall be responsible for administering and [~~enforcement~~] **enforcing the provisions** of this Chapter. The Law Enforcement Officer is authorized to inspect any **marijuana** facility to determine compliance with this Chapter.

Section 675.910 Penalty; Revocation of Business License

- A. It shall be unlawful for any person to violate any of the provisions of this Chapter. Upon conviction thereof, such persona shall be fined up to the Statutory maximum fine as provided by Missouri law for a municipal ordinance violation (five hundred dollars (\$500.00)) or be punished by imprisonment (ninety (90) days) as provided by Missouri law for a municipal ordinance violation, or be punished by both such fine and imprisonment. Each day's violation of or failure, refusal or neglect to comply with any provision of this Chapter shall constitute a separate and distinct offense. The penalties

provided in this Section are cumulative and in addition to and are separate from any civil action to enforce this Chapter.

B. Violation of any provision of this Chapter by a licensee shall result in forfeiture of the licensee's City business license.

Section 675.920 Injunction

With or without the initiation of criminal prosecution or any other legal proceedings, the City may apply to the appropriate court for injunctive relief, which would require the correction or abatement of any violation of this Chapter. The initiation or exhaustion of one (1) of these enforcement proceedings shall not be a prerequisite to the initiation of any other of these enforcement proceedings. Different types of enforcement proceedings may be pursued concurrently.

Section 675.930 Conflicting Law

All ordinances, codes, regulations and orders or parts thereof in conflict with the provisions of this Chapter shall not apply.

Section 675.940 No Waiver of Governmental Immunity

In adopting this Chapter, the Board of Aldermen is relying on and does not waive or intend to waive any of the monetary limitations or any other rights, immunities and protections provided by the Sections 537.600 and 537.610, RSMo., as from time to time amended, or any other limitation, right, immunity, or protection otherwise available to the City, its officers or its employees.

Section 675.950 No City Liability

By accepting a business license, the **marijuana** facility licensee releases the City, its officers, elected officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that may result from any arrest or prosecution of facility owners, operators, employees, clients or customers for a violation of City, State or Federal laws, rules or regulations. The City Clerk may require a **marijuana** facility licensee to execute a written instrument confirming the provisions of this Chapter.

Section 675.960 Indemnification of City

By accepting a business license, a **marijuana** facility licensee, jointly and severally, if more than one (1), agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, and insurers against all liability, claims and demands, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever which arise out of or are in any manner connected with the operation of a

marijuana facility that is the subject of Amendments **2 and 3**. The **marijuana** facility licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its own expenses, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The City Clerk may require a licensee to execute a written instrument confirming the provisions of this Chapter.

Section 675.970 Other Laws Remain Applicable

The provisions of this Chapter do not protect facility licensees, operators, employees, customers and clients of a **marijuana** facility from prosecution pursuant to any laws that may prohibit cultivation, sales, use or possession of controlled substances. In addition, as of the date of the adoption of this Chapter, the cultivation, sale, possession, distribution and use of marijuana remain violations of Federal and State law (except for conduct covered by Amendments **2 and 3**), and this Chapter affords no protection against prosecution under such Federal and State laws. Licensees, operators, employees, customers and clients of a **marijuana** facility assume any and all risk and any and all liability arising or resulting from the operation of a **marijuana** facility under any City, State or Federal law. Further, to the greatest extent permitted by law, any actions taken under the provisions of this Chapter by any public officer or officers, elected or appointed officials, employees, attorneys and agents of the City shall not become a personal liability of such person of the City.

Section 675.980 Severability

It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases or this Chapter are severable, and if any phrase, clause, sentence, paragraph or Section of this Chapter shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this Chapter, since the same would have been enacted by the Board of Aldermen without the incorporation in this Chapter of any such unconstitutional phrase, clause, sentence, paragraph or Section.

SECTION 2: This Ordinance shall be in full force and take effect from and after its final passage and approval.

BILL NO. _____

ORDINANCE NO. _____

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

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

BILL NO. _____

ORDINANCE NO. _____

To approve Bill #

Motioned: _____

Seconded: _____

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

Absent: _____

July 30, 2024

City of Weldon Spring
Andrew Johns
City Treasurer
5401 Independence Road
Weldon Spring, MO 63304

Dear Andrew:

This Master Professional Services Agreement (this "Agreement"), effective as of July 30, 2024, between Sikich CPA LLC, a Virginia limited liability company, ("Sikich CPA", "we", "us", or "our") and City of Weldon Spring ("Client", "you", or "your") sets forth the mutual agreements of the parties regarding Sikich CPA's provision of one or more professional CPA services to Client, from time to time, as more fully described in Sikich CPA Statements of Work (each, an "SOW") issued hereunder (collectively, the "Services").

This Agreement is intended to serve as the framework for entering into separate SOWs. The SOWs entered into pursuant to this Agreement shall be: (a) executed by authorized individuals on behalf of each of the parties, and (b) incorporated into this Agreement. Unless otherwise agreed by the parties, all SOWs that are entered into pursuant to this Agreement shall be governed by the terms of this Agreement and are hereby made part of, and incorporated into, this Agreement. In the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall prevail, unless the SOW expressly references the specific provision in this Agreement to be modified by the SOW. This Agreement shall not govern engagements related to our affiliated entities or our services or offerings other than CPA Services, and a separate agreement for such services will be required. To the extent the term of an SOW extends beyond the expiration or earlier termination of this Agreement, the terms of this Agreement shall apply to such SOW until expiration of such SOW.

The general terms governing this Agreement are as follows:

ENGAGEMENT ADMINISTRATION

Sikich LLC ("Sikich LLC") and Sikich CPA (collectively, "Sikich") currently practice as an alternative practice structure in accordance with the AICPA Professional Code of Conduct and applicable law, regulations and professional standards. Sikich CPA is a licensed CPA firm and provides audit and attest services to its clients. Sikich LLC is not a licensed CPA firm and does not perform audit or attest services.

Sikich LLC has a contractual arrangement with Sikich CPA whereby Sikich LLC provides Sikich CPA with professional and support personnel and other support services to allow Sikich CPA to perform its professional services. From time to time, Sikich CPA may consult with Sikich LLC in the provision of services pursuant to this engagement. Client hereby consents to Sikich CPA sharing its Client information with Sikich LLC in support of the services to be provided by Sikich LLC for the purpose of performing the Services for which Sikich CPA is engaged hereunder. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to make disclosures to Sikich LLC and its employees of confidential information that we may obtain in the course of our engagement.

As part of the alternative practice structure, Sikich LLC has agreed to comply with the AICPA Code of Professional Conduct, as applied to an alternative practice structure, and applicable federal, state and local rules with respect to the confidentiality of client information. Accordingly, neither Sikich LLC nor Sikich CPA will disclose confidential client information without your consent, except (i) to any government agency or regulatory body to the extent and in the form or manner necessary or required to comply with any rule, regulation or order of such government agency or regulatory order, or (ii) pursuant to subpoena or other legal process. Sikich LLC and Sikich CPA utilize appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information.

In connection with this Agreement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third-party or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of e-mails transmitted by us or in connection with the performance of this Agreement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits or disclosure or communication of confidential or proprietary information. Communications by email are authorized unless written objection is provided to us prior to any such communication.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers engaged by us.

Client acknowledges and agrees that in connection with the performance of the Services, we may utilize services of subsidiaries, affiliates, divisions and/or third parties located outside of the United States ("Offshore Resources") to provide the Services. Offshore Resources may have access to confidential information from offshore locations. We represent to Client that with respect to each Offshore Resource utilized in providing Services to Client, we have technical, legal, and/or other safeguards, measures and controls in place designed to protect confidential information of Client from unauthorized disclosure or use. Accordingly, Client's agreement above extends to disclosure, ability to access, and use of Client's confidential information by the Offshore Resources for the purposes set forth in this section. Any services performed by an Offshore Resource shall be performed in accordance with the terms set forth herein, and we shall remain responsible to Client for the performance of the Services.

Client hereby explicitly acknowledges and consents to our (and, through the alternative practice structure, Sikich LLC's) use of third-party cloud computing services to store confidential and proprietary information and other data of the Client and agrees that such use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute our best efforts to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, we shall only be liable for such unauthorized disclosure or use if it has been finally judicially determined by a court of competent jurisdiction that we did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure or use.

MANAGEMENT RESPONSIBILITIES

We, in our sole professional judgment, reserve the right to refuse to take any action that could be construed as assuming management responsibilities. You agree to make all management decisions, perform all management functions, and assume all management responsibilities for the Services; oversee the Services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the Services performed; and to accept responsibility for the results of the Services, including decisions regarding the implementation of any recommendations provided by us. Client will establish and maintain internal controls relevant to its organization, including the security of email accounts or other methods used to communicate with our engagement team members, and monitoring the effectiveness of their operation.

FEES; INVOICES

Our fees for the Services are detailed in the applicable SOW.

Services will be invoiced to you from time-to-time as work progresses and are payable in accordance with applicable State statutes. Invoices not paid timely will have interest charged on outstanding balances in accordance with applicable State statutes. In accordance with our firm policies, work will be suspended if your account becomes ninety (90) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our Services for nonpayment, or other reasonable causes such as failure to provide the information or cooperation necessary for successful performance of our Services, our provision of Services will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees are payable upon presentation and will be rendered each month as work progresses or as detailed in the applicable SOW.

You shall not solicit the staff of Sikich for employment and no offer of employment shall be discussed with any Sikich professional during the professional engagement period. Following such period, you shall inform the engagement Principal before entering into any substantive employment discussions with any Sikich personnel. In the event that you desire to hire a member of the Sikich staff within one year of the completion of this Agreement, a recruiting fee will be assessed at 30% of the first-year salary per hire and paid to the Sikich Party upon our notification of such hiring.

RECORD RETENTION; CONFIDENTIALITY

It is our policy to keep records related to this Agreement for seven years. However, we do not keep any original client records, and we will return those to you at the completion of the Services rendered under this Agreement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. The documentation for this Agreement is the property of us.

All information obtained in the course of performing our agreed professional Services, including but not limited to, statements, records, schedules, working papers, memorandums, reports, and all other documents and work product prepared by or through us, will be considered confidential matters not to be disclosed to any other person or persons without your prior written permission, unless otherwise required pursuant to professional standards, statutory or regulatory authority, or court order. The foregoing obligation of confidentiality shall not apply to any information that was in the public domain at the time of the communication thereof to us.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

INDEMNIFICATION; LIMITATION OF LIABILITY

You hereby agree to indemnify and hold harmless Sikich and their respective principals, members, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages, and liabilities (including reasonable attorneys' fees and expenses) associated with any third-party claim, threat or proceeding relating to the performance of the Services by Sikich under this Agreement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that the maximum liability of Sikich to you for any negligent errors or omissions committed by us in the performance of the Services will be limited to the total amount of fees we receive from you under the applicable SOW for the Services provided under such SOW giving rise to the liability, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or causes of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our Services and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. In no event will Sikich be liable to you or any third party, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this Agreement for the Services provided under this Agreement giving rise to the liability, or for any special, consequential, exemplary, incidental indirect, lost profit, punitive or similar damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "Sikich Entities") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Entities related to any such liability or obligation.

DISPUTE RESOLUTION; GOVERNING LAW

If any dispute, controversy, or claim arises in connection with the performance or breach of this Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their commercially reasonable best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation or proceeding against the disclosing party. Except as agreed by both parties in writing, the mediator will keep confidential all information disclosed during negotiations. The mediation proceedings will conclude within sixty (60) days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA. SIKICH CPA AND CLIENT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH CPA PURSUANT TO, OR THE PERFORMANCE BY SIKICH CPA OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

TERM; TERMINATION

If either party hereto desires to terminate this Agreement, or an SOW, it may do so at any time for any reason by giving written notice to the other party. In such event, we will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs.

INDEPENDENT CONTRACTOR

It is understood and agreed that we will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Client, and neither we nor Client will have any authority to bind the other party to any contract or in any other manner. We and Client do not intend to create a joint employer relationship, and we and Client each represents that it is the sole employer of its employees. We shall not and do not have the right to control Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating Client's employees.

OFAC REPRESENTATION

Client represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"): (a) Client does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) Client does not have any operations in any comprehensive OFAC sanctioned country (Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) Client does not have any operations in any limited OFAC sanctioned country program; or (d) Client does not remit payment for our fees and expenses from an OFAC sanctioned country.

NO THIRD-PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties, provided, that Sikich LLC shall be a third-party beneficiary of the provisions herein that make reference to Sikich LLC.

FORCE MAJEURE

We shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

NOTICES

All notices given under or pursuant to this Agreement will be sent by email transmission, by national courier, Certified or Registered Mail, Return Receipt Requested, postage prepaid, or nationally recognized overnight delivery service, as follows:

If to us:

Sikich CPA LLC
12655 Olive Blvd., Suite 200
St. Louis, MO 63141
Attention: Victoria, CPA

With a copy to:

Sikich CPA LLC
1415 W. Diehl Road, Suite 400
Naperville, IL 60653
Attention: Office of General Counsel

If to Client:

City of Weldon Spring
5401 Independence Road
Weldon Spring, MO 63304
Attention: Andrew Johns

Or to such other address as may have been designated in a prior notice. Notices sent by overnight express mail service shall be deemed delivered 48 hours after delivery into the possession and control of the courier. Notices sent by registered or certified mail postage prepaid, return receipt requested, shall be deemed to have been given the earlier of (a) seven (7) business days after being mailed and (b) the date of receipt written on the return receipt, and otherwise notices shall be deemed to have been given when received by the party to whom the notice is addressed or any other party with apparent authority to accept notices on behalf of the party to whom the notice is addressed. Any party may give notification to the other party in any manner described above for change of address for the sending of notices.

SURVIVAL

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.

MISCELLANEOUS

Entire Agreement: This Agreement, the Exhibits attached hereto and incorporated herein by reference, and the SOWs, constitute the entire agreement between us, on one side, and Client on the other side, regarding the terms of this Agreement. In the event Client requires us to execute a purchase order or other Client documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile, electronic signature or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority. Due Authorization. Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.

Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party, *provided*, that, we may assign this Agreement and the SOWs hereunder to (a) any affiliate, related entity or APS participant in connection with an internal restructuring or reorganization, or (b) to the transferee in connection with the sale of all or substantially all of our assets. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

ACCEPTANCE

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same, and fully understand and agree to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you. If you have any questions, please let us know.

Sincerely,

Victoria Dailey

Victoria, CPA
Principal
On behalf of Sikich CPA LLC

Acknowledged:

City of Weldon Spring

Name Don Stolberg

Title City Administrator

Date 07/31/2024

City of Weldon Springs

Final Audit Report

July 31, 2024

Created:	July 31, 2024
By:	Sikich(tay.runnels@sikich.com)
Status:	ESigned
Transaction ID:	8UPVQ8FX57MMCK1671AR81RR0
Documents:	City of Weldon Springs MSA.pdf City of Weldon Springs AUD SOW.pdf

"City of Weldon Springs" History

- 📧 Document emailed to (citytreasurer@weldonspring.org) for signature
7/31/2024 12:31:12 PM Central Daylight Time
- 📧 Document emailed to (victoria.dailey@sikich.com) for signature
7/31/2024 12:31:12 PM Central Daylight Time
- 📧 Document viewed by (victoria.dailey@sikich.com)
7/31/2024 12:47:23 PM Central Daylight Time - IP address: 72.42.242.150
- 📧 Document e-signed by (victoria.dailey@sikich.com)
Signature Date: 7/31/2024 12:47:52 PM Central Daylight Time - IP address: 72.42.242.150
- 📧 Document viewed by (citytreasurer@weldonspring.org)
7/31/2024 13:23:09 PM Central Daylight Time - IP address: 144.253.96.238
- 📧 Document viewed by (citytreasurer@weldonspring.org)
7/31/2024 15:32:30 PM Central Daylight Time - IP address: 144.253.96.238
- 📧 Document delegated by (citytreasurer@weldonspring.org)
7/31/2024 15:33:40 PM Central Daylight Time - IP Address 144.253.96.238
- 📧 Document viewed by (dstolberg@weldonspring.org)
7/31/2024 15:35:08 PM Central Daylight Time - IP address: 144.253.96.238
- 📧 Document e-signed by (dstolberg@weldonspring.org)
Signature Date: 7/31/2024 15:36:50 PM Central Daylight Time - IP address: 144.253.96.238
- ✅ Document Signed
7/31/2024 15:36:50 PM Central Daylight Time

**STATEMENT OF WORK
No. 17204237-2024-AUD**

This Statement of Work (this "SOW") dated July 30, 2024 is entered into by and between Sikich CPA LLC ("Sikich", "we", "us", or "our") and City of Weldon Spring ("Client", "you", or "your") pursuant to the Master CPA Professional Services Agreement dated July 30, 2024 between Sikich and the Client (the "Agreement"), all terms of which are hereby incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements of the parties set forth below, Sikich and Client agree as follows:

AUDIT SCOPE AND OBJECTIVES

The Services to be provided under this SOW will include an audit of the financial statements of the governmental activities and each major fund and the related disclosures, which collectively comprise the basic financial statements of the Client as of and for the year ended September 30, 2024 (the "financial statements").

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our Services, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
- Notes to Schedule of Revenues, Expenditures, and Change in Fund Balances - Budget and Actual
- Schedule of Changes in the Employer's Net Pension Liability and Related Ratios
- Schedule of Employer Pension Contributions

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and report on the fairness of the supplementary information referred to in the paragraph above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the provision of Services, and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

AUDIT PROCEDURES – INTERNAL CONTROL

We will obtain an understanding of Client and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

NONATTEST SERVICES

Nonattest Services expected to be performed during our audit of the Financial Statements as of and for the year ended September 30, 2024 and other deliverables are as follows:

- Assistance in preparing the financial statements based on information provided by you
- Assistance with accounting of property and equipment records

We will perform the nonattest services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to the nonattest services listed above, but management must make all decisions with regard to those matters.

You agree to assume all management responsibilities for the nonattest services we provide. You will be required to acknowledge in the management representation letter the nonattest services provided and that you have evaluated the adequacy of our nonattest services and have reviewed and approved the results of those services prior to their completion and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; to evaluate the adequacy and results of those services; and accept responsibility for them.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain representation from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Client received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Client complies with applicable laws and regulations.

REPORTING

We will issue a written report upon completion of our audit of the financial statements. Our report will be addressed to the Board of Aldermen of Client. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the Agreement.

ENGAGEMENT ADMINISTRATION, FEES AND OTHER

The assistance to be supplied by Client personnel is described in the workpaper request lists for preliminary (interim) and final fieldwork, which outline the specific schedules and information we are requesting for this Agreement. The workpaper request lists will be discussed with and coordinated with Andrew Johns, City Treasurer. The timely and accurate completion of this work is an essential condition to our completion of the audit, financial statement preparation, and issuance of our audit report. This SOW assumes all records, documentation, and information we requested in connection with our audit and financial statement preparation assistance services (and outlined in the workpaper request lists) are complete and available at the beginning of the respective phases of the provision of Services. It also assumes key personnel are available to us for the duration of the audit and preparation of the financial statements. We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We are committed to the timely completion of the audit, performance of nonattest services as described above, and delivery of final reports for the fee set forth in this SOW. The fees quoted in this SOW are based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates or our fee estimate. As a result, changes to the fees may be necessary. Such circumstances include but are not limited to the following:

1. All requested information is not (a) provided by you on the date requested, (b) completed in a format acceptable to Sikich, (c) mathematically correct, (d) complete and accurate, or (e) in agreement with the appropriate Client records (e.g. general ledger accounts, completed trial balance). Sikich will provide you with a separate listing of required schedules, information requests and the dates such items are needed.
2. Changes to the timing of the engagement due to lack of timeliness by you, or at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Sikich in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Sikich may incur significant unanticipated costs.
3. Significant delays in responding to our requests for information, such as reconciling variances, providing requested supporting documentation (e.g. invoices, contracts, and other documents), or responding to our inquiries of Client management.
4. Requests by you for Sikich to complete schedules or obtain information previously mutually agreed to be completed by or provided by you.

In addition, certain circumstances warranting an adjustment to the fees or a modification to this SOW may include, but are not limited to the following:

1. Requests by you for Sikich to perform nonattest services in addition to those identified and described in the "Nonattest Services" section above.
2. Other time deemed outside the scope of services of the engagement as set forth in this SOW.

Final reports will be issued upon your approval of the preliminary drafts. Our engagement ends on delivery of our final report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service. Victoria Dailey is the engagement Principal and is responsible for supervising the provision of Services and signing the report or authorizing another individual to sign it.

Our fee for these services consistent with our proposal dated September 19, 2023 for the audit for the year ending September 30, 2024 will not exceed \$25,700 for the City audit and \$2,600 for the fixed asset and depreciation services. These fees include out-of-pocket costs such as report reproduction, postage, etc. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Invoices for the Services will be rendered as work progresses and are payable upon receipt.

In accordance with professional standards, any discussions during the period of the audit engagement between Client and a member of the Sikich audit engagement team regarding potential employment or association with Client creates an impairment of independence for the Sikich employee and possibly the firm. Such a situation could require us to temporarily or permanently remove that person from your audit engagement or to perform additional procedures or re-perform procedures, which would increase our fees. Should we not become aware of the impairment until after the conclusion of the provision of Services, our independence would be deemed to have been impaired. Please inform appropriate Client personnel to refrain from any such discussions with any Sikich staff while the audit Services are ongoing and notify Victoria Dailey immediately if Client becomes aware that any such discussions may have occurred.

You may request that we perform additional services not contemplated by this Agreement. If this occurs, we will communicate with you regarding the scope of the additional services and will bill you a mutually agreed upon amount. We may also issue a separate Statement of Work or Change Order covering additional services. In the absence of any other communication from us outlining such additional services, our services will continue to be governed by the terms of this SOW.

This SOW is governed by the terms and conditions of the Agreement. The terms of the Agreement are hereby expressly incorporated by reference into and made a part of this SOW. In the event of a conflict between the terms and conditions of the Agreement and this SOW, the terms of the Agreement shall take precedence and control over those of this SOW unless otherwise expressly and specifically set forth herein. In the event of a conflict between the terms and conditions of this SOW and any related exhibits, attachments, or proposals, the terms of this SOW shall take precedence and control over those of the exhibit, attachment, or proposal hereto unless otherwise expressly and specifically set forth herein. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be executed (including by facsimile and PDF signature) in one or more counterparts, with the same effect as if the parties had signed the same document. This SOW may be modified or amended only by a written document signed by both parties.

ACCEPTANCE

You acknowledge having read this SOW in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same, and fully understand and agree to be bound by the terms of this SOW.

Please indicate your understanding and acceptance of this SOW and your intention to be legally bound hereby by executing this SOW in the space provided below and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you. If you have any questions, please let us know.

Sincerely,

Victoria Dailey

Victoria Dailey, CPA
Principal
On behalf of Sikich CPA LLC

Acknowledged:

City of Weldon Spring

Name Don Stolberg

Title City Administrator

Date 07/31/2024

City of Weldon Springs

Final Audit Report

July 31, 2024

Created:	July 31, 2024
By:	Sikich(tay.runnels@sikich.com)
Status:	ESigned
Transaction ID:	8UPVQ8FX57MMCK1671AR81RR0
Documents:	City of Weldon Springs MSA.pdf City of Weldon Springs AUD SOW.pdf

"City of Weldon Springs" History

- 📧 Document emailed to (citytreasurer@weldonspring.org) for signature
7/31/2024 12:31:12 PM Central Daylight Time
- 📧 Document emailed to (victoria.dailey@sikich.com) for signature
7/31/2024 12:31:12 PM Central Daylight Time
- 👁 Document viewed by (victoria.dailey@sikich.com)
7/31/2024 12:47:23 PM Central Daylight Time - IP address: 72.42.242.150
- ✍ Document e-signed by (victoria.dailey@sikich.com)
Signature Date: 7/31/2024 12:47:52 PM Central Daylight Time - IP address: 72.42.242.150
- 👁 Document viewed by (citytreasurer@weldonspring.org)
7/31/2024 13:23:09 PM Central Daylight Time - IP address: 144.253.96.238
- 👁 Document viewed by (citytreasurer@weldonspring.org)
7/31/2024 15:32:30 PM Central Daylight Time - IP address: 144.253.96.238
- 👤 Document delegated by (citytreasurer@weldonspring.org)
7/31/2024 15:33:40 PM Central Daylight Time - IP Address 144.253.96.238
- 👁 Document viewed by (dstolberg@weldonspring.org)
7/31/2024 15:35:08 PM Central Daylight Time - IP address: 144.253.96.238
- ✍ Document e-signed by (dstolberg@weldonspring.org)
Signature Date: 7/31/2024 15:36:50 PM Central Daylight Time - IP address: 144.253.96.238
- ✅ Document Signed
7/31/2024 15:36:50 PM Central Daylight Time

August 22, 2024

Honorable Mayor and Board of Aldermen
City of Weldon Spring, Missouri

Re: Financial Statement Audit Risk Communication

We are engaged to audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Weldon Spring, Missouri (the City) the year ended September 30, 2024. Professional standards require that we provide you with the following information related to our audit. We would welcome the opportunity to discuss these matters with you should you have any questions or concerns.

Significant Risks

The auditing standards that govern our work as auditors are issued by the American Institute of Certified Public Accountants (AICPA). Auditing standard (AU-C Section 260.A20) requires auditors to communicate certain matters to those charged with governance regarding significant risks identified during the course of the audit process. As such, we have identified the following significant risks of material misstatement as part of our audit planning.

The risks identified below are inherent in all financial statement audits and the audit procedures are designed to address these risks as they apply to the operations of the City:

- Management override of controls
- Improper revenue recognition due to fraud

This required communication is not intended to imply that there has been any identified or detected evidence of fraud leading to material misstatement. We have historically applied risk assessment procedures and are required to identify significant areas noted as subject to audit risk and have considered such risks in past audits. These risks now must be communicated to the members of the Board.

This information is intended solely for the use of the Mayor, Board of Aldermen, and Management of the City, and is not intended to be, and should not be, used by anyone other than these specified parties.

If you wish to discuss these matters further, please contact the engagement principal, Victoria Dailey at 314-590-2407 or email Victoria.Dailey@sikich.com.

Very truly yours,

SIKICH CPA LLC