



FLORISSANT CITY COUNCIL AGENDA
City Hall
955 rue St. Francois
Monday, July 10, 2017
7:30 PM
Karen Goodwin, MMC/MRCC



I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

- Meeting minutes of June 26, 2017
- Workshop meeting minutes of June 19, 2017

IV. HEARING FROM CITIZENS

(Speaker cards are available at the entrance to the Council Chambers)

V. COMMUNICATIONS

None

VI. PUBLIC HEARINGS

17-07-017 (Ward 9) Application Staff Rpt Plans	Request to approve the final subdivision plat of “Surry Plaza II” for the property located at 2710 N. Hwy 67. (Planning and Zoning Commission recommended approval on 6/19/17).	Debbie Stosz
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VII. OLD BUSINESS

A. SECOND READINGS

9287	Ordinance to amend B-5 Ordinance No. 6697 to allow for a building addition for the property located at 2505 N. Highway 67.	2 nd Reading Siam
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9288	Ordinance re-adopting a procedure to disclose potential conflict of interest and substantial interest for certain officials as set forth in title 1, section 105.130 “Compliance With State Conflict Of Interest” law in the Florissant code of ordinances.	2 nd Reading Council as a whole
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9289 Memo Agreement	Ordinance establishing a trust agreement for the City Of Florissant Employees' Pension Plan.	2 nd Reading Council as a whole
9290 Agreement	Ordinance authorizing the Mayor to enter into an exclusive license agreement with Meridian Waste Missouri, LLC for solid waste collection services for the residents of the City of Florissant.	2 nd Reading Council as a whole
9291	Ordinance to enable the city of Florissant, Missouri to join Show Me Pace, pursuant to sections §67.2800 to §67.2835, RSMo, the "Property Assessment Clean Energy Act," and stating the terms under which the city will conduct activities as a member of such district.	2 nd Reading Council as a whole

VIII. NEW BUSINESS

A. BOARD APPOINTMENTS

B. RESOLUTIONS

997	Resolution expressing the Florissant City Council's support for efforts to repeal Missouri's so-called "Right-to-Work" law.	Council as a whole
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C. BILLS FOR FIRST READING

9292	Ordinance to approve the final subdivision plat of "Surry Plaza II" for the property located at 2710 N. Hwy 67.	Siam
9293	Ordinance authorizing an appropriation of \$36,000 from the General Revenue Fund to account no. 4929 "Police Building Maintenance" for the purpose of painting the jail cell area.	Pagano

IX. COUNCIL ANNOUNCEMENTS

X. MESSAGE FROM THE MAYOR

XI. ADJOURNMENT

<p>THIS AGENDA WAS POSTED AT THE FLORISSANT CITY HALL JULY 7, 2017 AT 12:00 PM ON THE BULLETIN BOARD OUTSIDE THE COUNCIL CHAMBERS. ANY ONE WISHING TO ATTEND THE COUNCIL MEETING WHO HAS SPECIAL NEEDS SHOULD CONTACT THE CITY CLERK'S OFFICE AT 839-7630 OR TDD 839-5142 BY NOON ON MONDAY, JULY 12, 2017.</p>
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CITY OF FLORISSANT



COUNCIL MINUTES

June 26, 2017

The Florissant City Council met in regular session at Florissant City Hall, 955 rue St. Francois on Monday, June 26, 2017 at 7:30 p.m. with Council President Pagano presiding. The Chair asked everyone in attendance to stand and join in the Pledge of Allegiance.

On Roll Call the following Councilmembers were present: Pagano, Parson, Siam, Lee, Jones, Eagan, Caputa, Schildroth and Henke. Also present was Mayor Thomas P. Schneider, City Attorney John Hessel and City Clerk Karen Goodwin. A quorum being present the Chair stated that the Council Meeting was in session for the transaction of business.

Councilman Eagan moved to approve the Meeting Minutes and the Executive Minutes of June 12, 2017, seconded by Eagan. Motion carried.

The Chair stated the next item on the agenda was Special Presentations.

Trailnet informed the Council and Mayor of upcoming projects and events planned by the Trailnet organization in order to connect the area through a network of safe, protected, on-street bikeways and sidewalks.

Tim Green presented a legislative update, informing the Council and Mayor of recent activities regarding state legislation/bills passed and their impact on Florissant AND THE North County area.

The Chair stated the next item on the agenda was Hearing from Citizens.

John Engelmeyer, 1281 Graham Rd., expressed his opinion regarding Florissant's Conflict of Interest Bill No. 9288 and how it relates to those who directly or indirectly contribute to Florissant's local political campaigns.

Paul Manganelli, 1600 Estes Dr., thanked the city for their help with the most recent "Food Truck Night" at the Shrine. A considerable amount of donations were made to T.E.A.M.

The next item on the Agenda was Communications of which there were none.

The City Clerk reported that Public Hearing #17-06-016 to be held this night on a request to amend B-5 Ordinance No. 6697 to allow for a building addition for the property located at 2505 N.

33 Highway 67 had been advertised in substantially the same form as appears in the foregoing publication
34 and by posting the property. The Chair declared the Public Hearing to be open and invited those who
35 wished to be heard to come forward.

36 John Sawyer, Sawyer Engineering, stated that Aldi's is proposing a renovation project and a
37 small addition to the rear of the building. There will be 4,000 square feet more shopping area for
38 customers. The addition will be all brick to match the existing building. New LED lighting will be
39 installed and the light standards by the area of the loading dock will be configured. The store will have
40 a minor shut down for approximately 5-6 weeks and hopefully will be re-opened and ready for business
41 before Thanksgiving. Aldi's is going through a renovation of all their stores across the country and the
42 busy Florissant store is one of the first to be completed in Missouri.

43 In regards to landscaping, Mr. Sawyer stated that he thought the vegetation was originally
44 planted according to the city's requirements, but some plants have died over the years and need to be
45 replaced. Aldi's will be bringing the landscaping up to the original requirements.

46 The Chair asked if there were any citizens who would like to speak on said public hearing.
47 Being no citizens who wished to speak, Councilman Siam moved to close P.H. #17-06-016, seconded
48 by Henke. Motion carried.

49 Councilman Eagan moved to accept Substitute Bill No. 9285 An Ordinance to amend B-5
50 Ordinance No. 6792 to allow for an ice machine kiosk in the parking lot for the property located at 350
51 Howdershell Road, seconded by Caputa. Motion carried.

52 Councilman Eagan moved that Substitute Bill No. 9285 be read for a second time, seconded by
53 Jones. Motion carried and Substitute Bill No. 9285 was read for a second time. Councilman Eagan
54 moved that Substitute Bill No. 9285 be read for a third time, seconded by Lee. Motion carried and
55 Substitute Bill No. 9285 was read for a third and final time and placed upon its passage.

56 Before the final vote all interested persons were given an opportunity to be heard. On roll call
57 the Council voted: Pagano yes, Parson yes, Siam yes, Lee yes, Jones yes, Eagan yes, Caputa yes,
58 Schildroth yes and Henke yes. Whereupon the Chair declared Substitute Bill No. 9285 to have
59 passed and said Bill became Ordinance No. 8325.

60 The next item on the agenda was Board Appointments.

61 Councilman Eagan moved to reappointment Judy Huskey, 1485 Keeven Lane, to the Citizens
62 Participation Committee as a member from Ward 3 for a term expiring on 6/11/2018, seconded by
63 Schildroth. Motion carried.

64 Councilman Eagan introduced Bill No. 9287 An Ordinance amending B-5 Ordinance No. 6697
65 to allow for a building addition for the property located at 2505 N. Highway 67 and said Bill was read
66 for the first time by title only.

67 Council as a Whole introduced Bill No. 9288 An Ordinance re-adopting a procedure to
68 disclose potential conflict of interest and substantial interest for certain officials as set forth in Title 1,
69 Section 105.130 “Compliance with State Conflict of Interest” law in the Florissant Code of
70 Ordinances and said Bill was read for the first time by title only.

71 Council as a Whole introduced Bill No. 9289 An Ordinance establishing a trust agreement for
72 the City of Florissant Employees’ Pension Plan and said Bill was read for the first time by title only.

73 Council as a Whole introduced Bill No. 9290 An Ordinance authorizing the Mayor to enter
74 into an exclusive license agreement with Meridian Waste Missouri, LLC for solid waste collection
75 services for the residents of the City of Florissant and said Bill was read for the first time.
76 Councilman Eagan moved for a second reading for the purpose of discussion, seconded by Schildroth.
77 Motion carried.

78 Councilman Lee stated that the city had sent out “requests for proposals” for the city’s waste
79 services in 2008 and, in 2009 Meridian was awarded the contract. In 2013 the city considered an
80 extension of that contract and, in the best interest of the city and its residents that was granted. The
81 city is now in an *option year* for that contract. In an effort to retain the best service for the residents
82 and quick response time to problems, the Council and the administration have decided to review the
83 Meridian contract. They have added several enhancements. There would be no increase in rates for
84 residents for the years 2018, 2019, and 2020. Meridian Waste will continue to provide a 50% discount
85 for seniors. A new “seasonal yard waste” program will be offered. An option to renew will be
86 presented again in 2021. Councilman Lee gave an overview of the contract and stated that he felt this
87 one was a good one. Councilman Lee moved to postpone Bill No. 9290 to 7/10/2017, seconded by
88 Eagan. Motion carried.

89 Council as a Whole introduced Bill No. 9291 An Ordinance to enable the city of Florissant,
90 Missouri to join Show Me Pace, pursuant to sections §67.2800 to §67.2835, RSMo, the “Property
91 Assessment Clean Energy Act,” and stating the terms under which the city will conduct activities as a
92 member of such district and said Bill was read for the first time by title only.

93 The next item on the Agenda was Council Announcements.

94 Councilman Lee reminded everyone that the upcoming Wednesday was *Wednesday Night Out*
95 in Old Town. Also, the next individual to be honored on the Walk of History will be Mr. Pat Click.

96 Councilman Siam reminded residents of Ward 9 to fill out the survey questionnaire and return
97 them as soon as possible. There will be a Neighborhood Watch Meeting on July 17th in the basement of
98 the Eagan Center.

99 Councilman Jones informed residents that construction work on Shackelford Road has switched
100 to the other side of the road. He also encouraged all residents to volunteer/donate to T.E.A.M. He
101 added that he will be hosting an upcoming Ward 2 Meeting soon. The Council is still waiting to hear
102 from MSD regarding the flooding issues. He added that Florissant residents have not been forgotten.

103 Councilman Parson reminded residents to contact the Florissant police department if they plan
104 on being out of town this summer on vacation. Also, Ward 8 is looking for Neighborhood Watch
105 members and encouraged residents to volunteer.

106 Councilman Eagan stated that Food Truck Night in Old Town was very successful with a large
107 turnout. Another Food Truck Night event is scheduled for August 18th. He reminded everyone that
108 fireworks are illegal and dangerous.

109 Councilman Henke reminded residents to call the police if something looks out of place or “just
110 not right” in their neighborhood. It will not inconvenience the police if they are called and they are
111 glad to be notified.

112 Councilman Caputa encouraged residents to secure their firearms and not leave them in their
113 vehicles. All residents should leave their porch lights on for added security. He encouraged everyone
114 to become members of their local Neighborhood Watch – it works. He encouraged citizens to contact
115 FEMA with any concerns they might have regarding the recent flooding. There was a major water
116 main break on Patterson Road and crews are currently working to repair it.

117 Councilman Schildroth asked all the residents to continue having patience with the MSD
118 construction work being completed on Graham Road. He thanked the residents who attended the
119 volunteers, staff and his colleagues for a fantastic city wide picnic at the Eagan Center. He encouraged
120 everyone to enter the Betty Schildroth memorial Golf Tournament with proceeds to go to Mercy
121 Hospital.

122 Councilwoman Pagano thanked fellow Councilmembers, the Mayor and city staff for a great
123 time at the annual citywide picnic.

124 The next item on the Agenda was Mayor Announcements.

125 The Mayor announced that the crosswalk at St Francois and Lafayette has been painted green
126 and white with the Fleur de Lis. He thanked the street department and Old Town Partners for their
127 assistance. The administration has been working diligently with FEMA and MSD to help those
128 residents affected by the recent flooding. July 20th and August 3rd are earmarked for MSD meetings
129 dates for residents and business owners. FEMA representatives will also be in attendance at the
130 meetings.

131 He congratulated Lou Jearls, Director of Public Works, on receiving the Vince Tallow Award
132 for life time achievement. He stated that Pat Click, well known Florissant resident, veteran and civic
133 minded businessman will be honored with a plaque on the Walk of History. He reminded everyone that
134 shooting off fireworks is illegal everywhere in the city and summonses have been issued for violators.
135 The city hosts a wonderful Fourth of July celebration with fireworks at the Eagan Center on July 4th.
136 *Splish Splash Summer Bash* will be held on July 7th. July 15th will begin the Saturday Night Concerts
137 in the Park at St. Ferdinand Lake.

138 The next City Council Meeting is scheduled for Monday, July 10, 2017 at 7:30 pm.

139 Councilman Parson moved to adjourn the meeting, seconded by Siam. Motion carried. The
140 meeting was adjourned at 8:54 p.m.

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150 The following Bills were signed by the Mayor:

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152 Sub Bill No. 9285

Ord. 8325

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Karen Goodwin, City Clerk



**CITY OF FLORISSANT
CITY COUNCIL**



WORKSHOP

June 19, 2017

The City Council of the City of Florissant met in an open Work Session on Monday, June 19, 2017 at 7:00 pm. in the Arts and Crafts Room at the James J. Eagan Civic Center at #1 James J. Eagan Center Drive, with Council President Jackie Pagano presiding. On Roll Call the following Council members were present: Caputa, Schildroth, Henke, Pagano, Schmidt, Siam, Lee, Eagan. Jones was excused. Also present was Executive Assistant Cheryl Entwistle, Finance Director Randy McDaniel, Police Chief Tim Lowery and Public Works Director Lou Jearls. Permit Inspection Clerk Dianne Lehmann.

BUDGET-MID YEAR REVIEW

Mr. McDaniel reviewed revenue and discussed handouts.

Telephone Tax — Mr. McDaniel stated that the pattern since 2012 has decreased because this is basically an uncollected tax. Councilman Henke mentioned this is a battle for all municipalities. Mayor Schneider mentioned he will be attending a State Municipal League Meeting this Thursday in Columbia and will discuss this topic.

Golf Course — Mr. McDaniel pointed out that the numbers shown on this sheet appear down, when actually adding the numbers through May, compared to last year, the figures are up \$30,000 plus. This was due to the timing of the posting in finance. Tim Lee mentioned there is a committee meeting next Monday before the Council Meeting to discuss extending the golf cart lease.

Maintenance – Mr. McDaniel noted that the maintenance revenues are down \$33,000 — Now using two outside companies to cut grass.

Councilpersons Eagan and Pagano asked “Why are we not charging the same amount?” Councilwoman Pagano asked how the city can justify City vs. contractors cost being different. She feels that at all other meetings we were told that contractor and city charged the same. Staff noted that the city is allowed to recoup the cost of the service but no more.

Councilman Parson asked why are we using contractor as well as employees? Staff indicated that this was due to the volume.

Councilman Eagan would like to obtain a list of all city properties that we/contractors are cutting.

Councilman Lee asked Mr. McDaniel to let him know the turn-back amount from last year's budget.

Police

Chief Lowery and Captain Randy Boden discussed the police department budget. Council persons Pagano and Lee discuss the fact that the police department budget is the largest budget and they do not propose to change it. There is no way take they want to take away from public safety

Proposition P

Chief Lowery stated that they are looking at body cameras or vehicle cameras. They are also considering a shooting simulator for training and other equipment. They are reviewing LAGERS for a new retirement package. All of the money will be coming out of Prop P funds

Computer update

Steve Wiersmueller presented a recap on the Filemaker Pro work. Database development is limited and data redundancy is a problem. There is a discovery process with "skeleton key" going on now.

Propositions A&R update

Diane Lehmann and Lou Jearls discussed handouts provided. Mrs. Lehmann stated that there are 8,000+ rental properties, including apartments, and 498 still need to renew their rental licenses. They then reviewed the revenue vs. expenditure report for the Crime Free program.

Councilwoman Pagano would like to see a separate account set up for rental/vacant properties. Council does not want to see this go into General Revenue. This would be a separate fund. Council would like to draft a bill that all A & R Money be put into an A & R Funds only and establish a procedure to follow.

Councilmembers expressed a desire to see figures on the new cost for increased enforcement of the Crime Free program, not the existing costs of inspections, etc.

Councilpersons Caputa, Eagan and Pagano expressed a need to establish guidelines for the three strike rule.

Proposition S Update

Mr. Jearls gave an update on the funds generated by Proposition S and the major street repairs being scheduled. Mayor Schneider thanked Councilman Schildroth for keeping Prop S on the burner for 2 years. Councilman Schildroth added Councilmen Lee & Caputa's names.

Court Update

Phil Lum discussed handout presented. He stated that the bids came in very competitive and under the estimates by approximately \$440,000. Construction started June 12th, 2017. Councilman Lee would like to get together to discuss Item #2 (Landscape). Council would like to have more input. They do not understand why it has taken so long to get construction started.

Public Works Projects

Tom Goldkamp discussed handout presented. Councilmen Caputa and Siam would like a list of street lights that are being installed.

There being no further business to discuss, Councilman Lee moved to adjourn meeting, seconded by Eagan. Meeting adjourned at 10:01 pm.

Karen Goodwin
City Clerk

1 INTRODUCED BY COUNCILMAN SIAM
2 JUNE 26, 2017

3
4 BILL NO. 9287

ORDINANCE NO.

5
6 **ORDINANCE TO AMEND B-5 ORDINANCE NO. 6697 TO ALLOW FOR**
7 **A BUILDING ADDITION FOR THE PROPERTY LOCATED AT 2505 N.**
8 **HIGHWAY 67.**
9

10 WHEREAS, the City Council passed and approved Ordinance No. 6697 and authorized a
11 planned commercial development at 2505 N. Hwy 67; and

12 WHEREAS, the Planning and Zoning Commission of the City of Florissant has
13 recommended to the City Council at their meeting of June 5, 2017 that Ordinance No. 6697 be
14 amended to allow for a building addition for the property located at 2505 N. Highway 67; and

15 WHEREAS, due and lawful notice of a public hearing no. 17-06-016 on said proposed
16 change was duly published, held and concluded on the 26th day of June, 2017 by the Council of
17 the City of Florissant; and

18 WHEREAS, the Council, following said public hearing, and after due and careful
19 deliberation, has concluded that the amendment of Ordinance No. 6697, as hereinafter set forth,
20 to be in the best interest of the public health, safety and welfare of the City of Florissant; and

21
22 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
23 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
24
25

26 Section 1: An addition at 2505 N. Highway 67 (ALDI) in a B-5 Zoning District
27 is hereby authorized in accordance with plans submitted: Landscape drawings, P & Z dated
28 4/28/17 by ALDI, Inc. and TRI Architect's plan and elevations dated 5/12/17 as follows:
29

30 1. Restore site to contain a total of 16 flowering trees in landscaped areas of the front
31 parking lot, per Attachment 'A' of Ordinance No. 6697. Landscape Plan shall be as
32 approved by the Building Commissioner.
33

34 2. Amend Ordinance No. 6697 as follows:
35

36 Section 2, paragraph 2, be amended to reflect new area of building 19,596 square
37 feet.
38

39 Section 2, paragraph 6, sub paragraph (g), add the following paragraph:
40 (4) Provide a total of 126 shrubs for building perimeter planting, per the
41 requirements of the Landscape Ordinance, Section 405.245.

42 3. Have the architect provide a landscaping plan before appearing before the City Council.

43

44

PROJECT COMPLETION

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46

Construction shall be completed within 180 days of the issuance of building permits.

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Section 2: Except as herein amended Ordinance No. 6697 shall remain in full force and effect.

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Section 3: This ordinance shall become in full force and effect immediately upon its passage and approval.

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Adopted this _____ day of _____, 2017.

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Jackie Pagano
President of the Council

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Approved this _____ day of _____, 2017.

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Thomas P. Schneider
Mayor, City of Florissant

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ATTEST:

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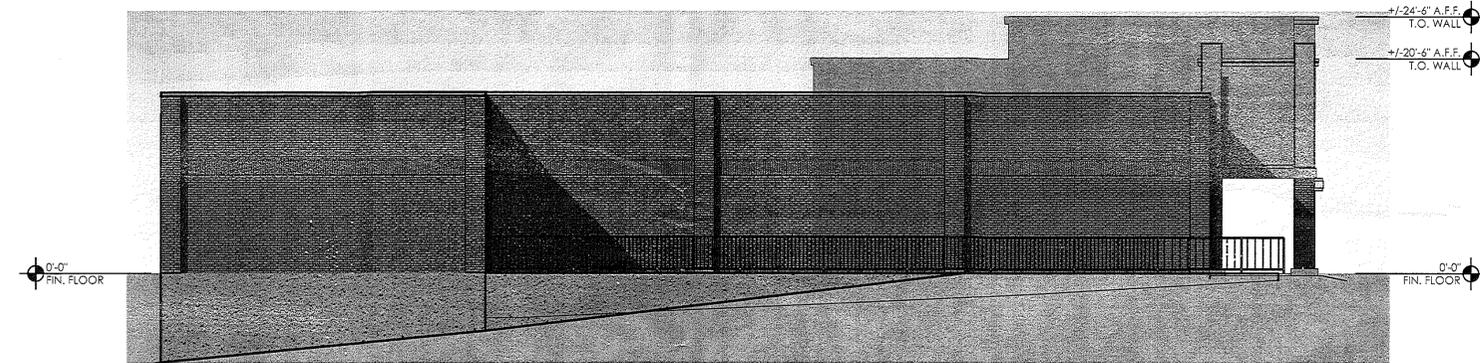
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City Clerk

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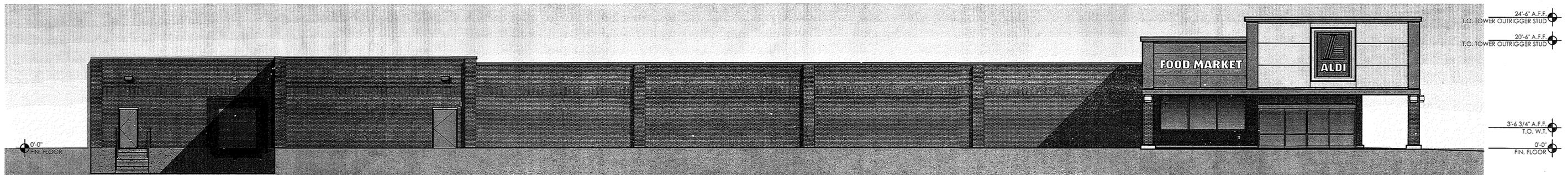
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



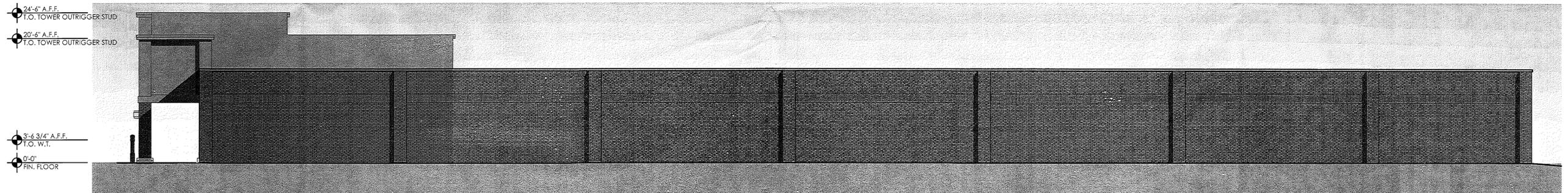
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"

ALDI - STORE #32
 V2.07 - 100x186 EXPANSION - BSW/BR/RD
 BASED ON 93x156 EXPANSION - BSW

FLORISSANT (NORTH),
 16-095

MISSOURI
 05-12-17



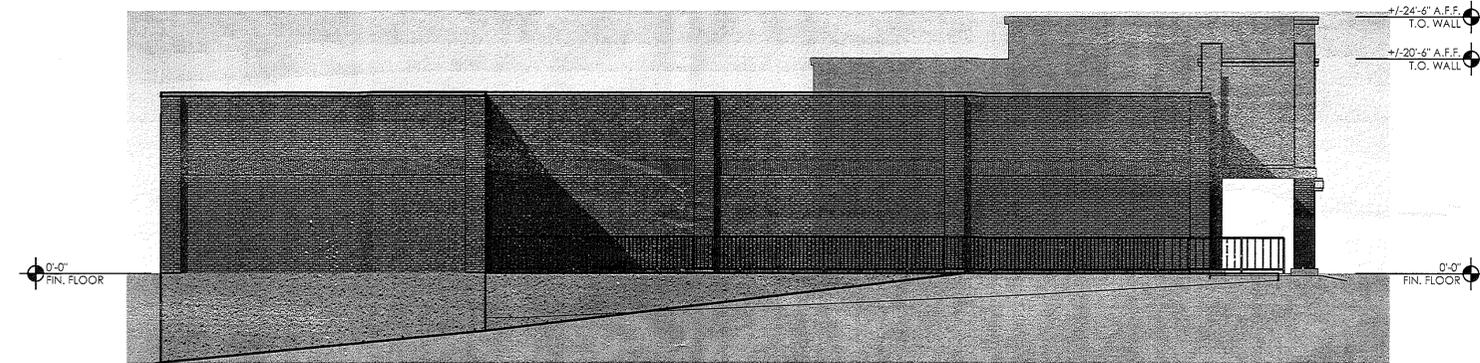
Architects of the Possible
 9812 Manchester Road
 St. Louis, Missouri 63119
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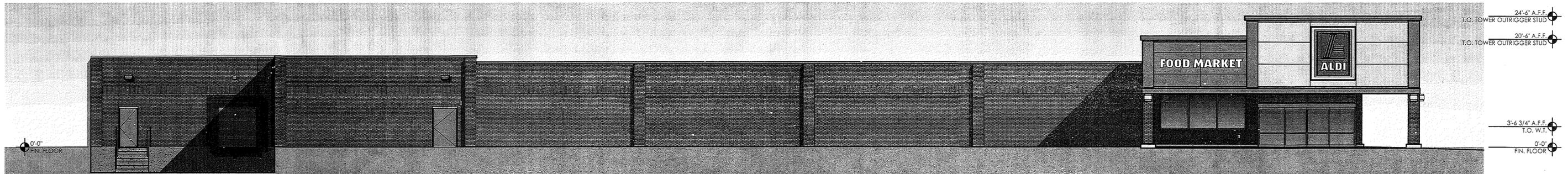
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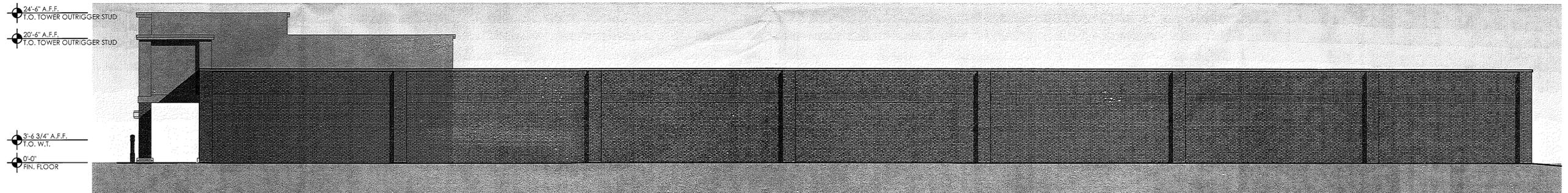
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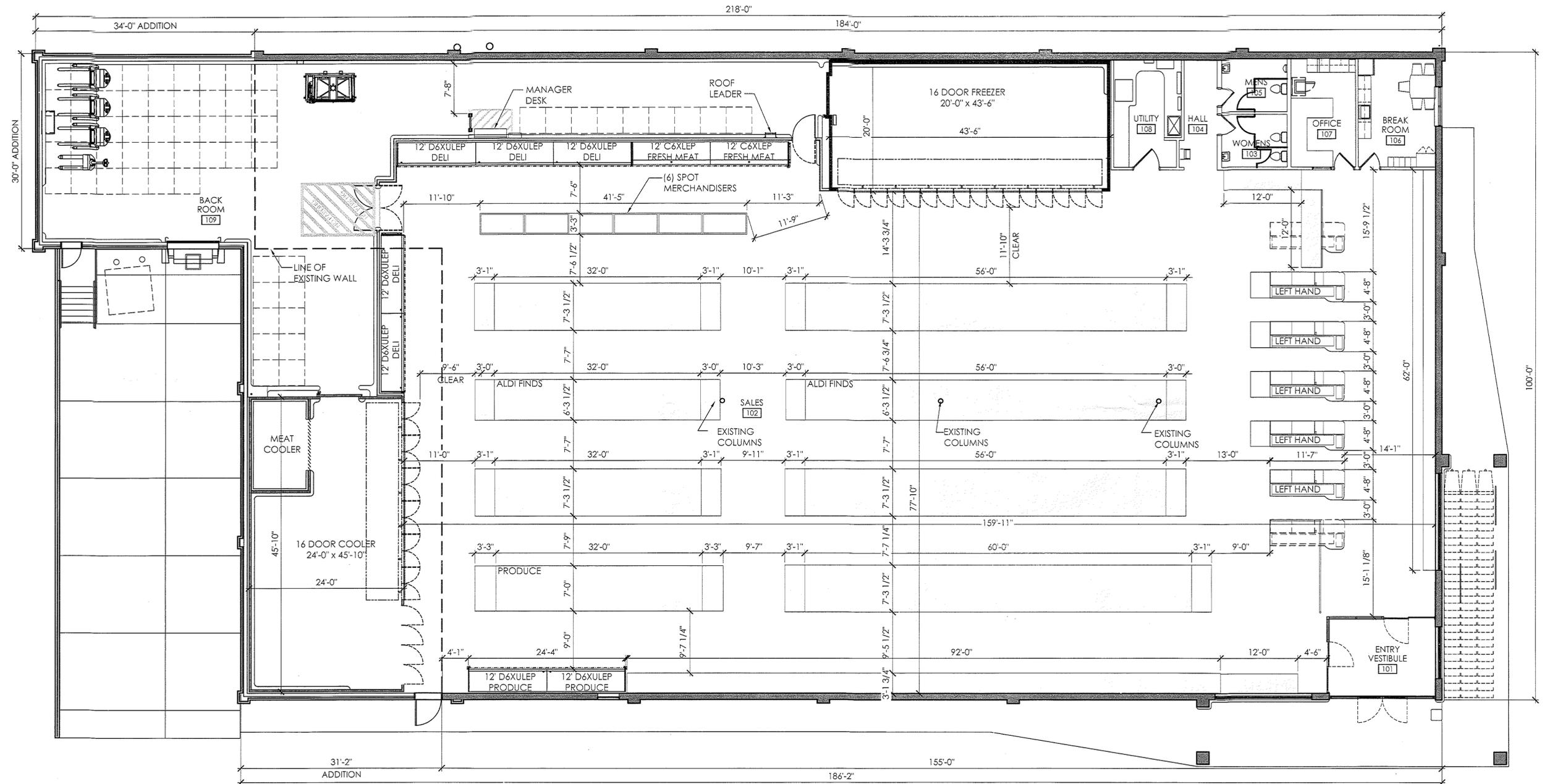
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Architects of the Possible
 9812 Manchester Road
 St. Louis, Missouri 63119
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NOTE:
NON-STANDARD EXISTING
BUILDING SIZE.
REMODEL TEMPLATE V2.07

REAR DOCK AREA SUMMARY				
OCCUPANCY USE	ROOM NAME	EXISTING SQUARE FOOTAGE	V2.07 EXPANSION SQUARE FOOTAGE	V2.07 TEMPLATE SQUARE FOOTAGE
MERCANTILE	SALES / ENTRY VESTIBULE		13,236	11,453
	OFFICE		165	204
	BREAK ROOM		198	234
	MEN'S ROOM		82	95
	WOMEN'S ROOM		82	112
	HALL		90	79
SUBTOTAL (MERCANTILE)		9,898	13,853	12,177
STORAGE / STOCK	BACKROOM		2,803	2,699
	COOLER		1,054	1,054
	FREEZER		818	690
SUBTOTAL (STORAGE / STOCK)		5,972	4,675	4,443
MECH. EQUIP. ROOM	UTILITY ROOM		169	187
SUBTOTAL (OCCUPANCIES)			18,697	16,087
EXTERIOR / INTERIOR WALLS / UNOCCUPIED SPACE			899	888
BUILDING SQUARE FOOTAGE		15,870	19,596	17,695
EXTERIOR CANOPY			846	857
TOTAL SQUARE FOOTAGE (INCLUDING CANOPY)			20,442	18,552

OPTION 6.0
FLOOR PLAN

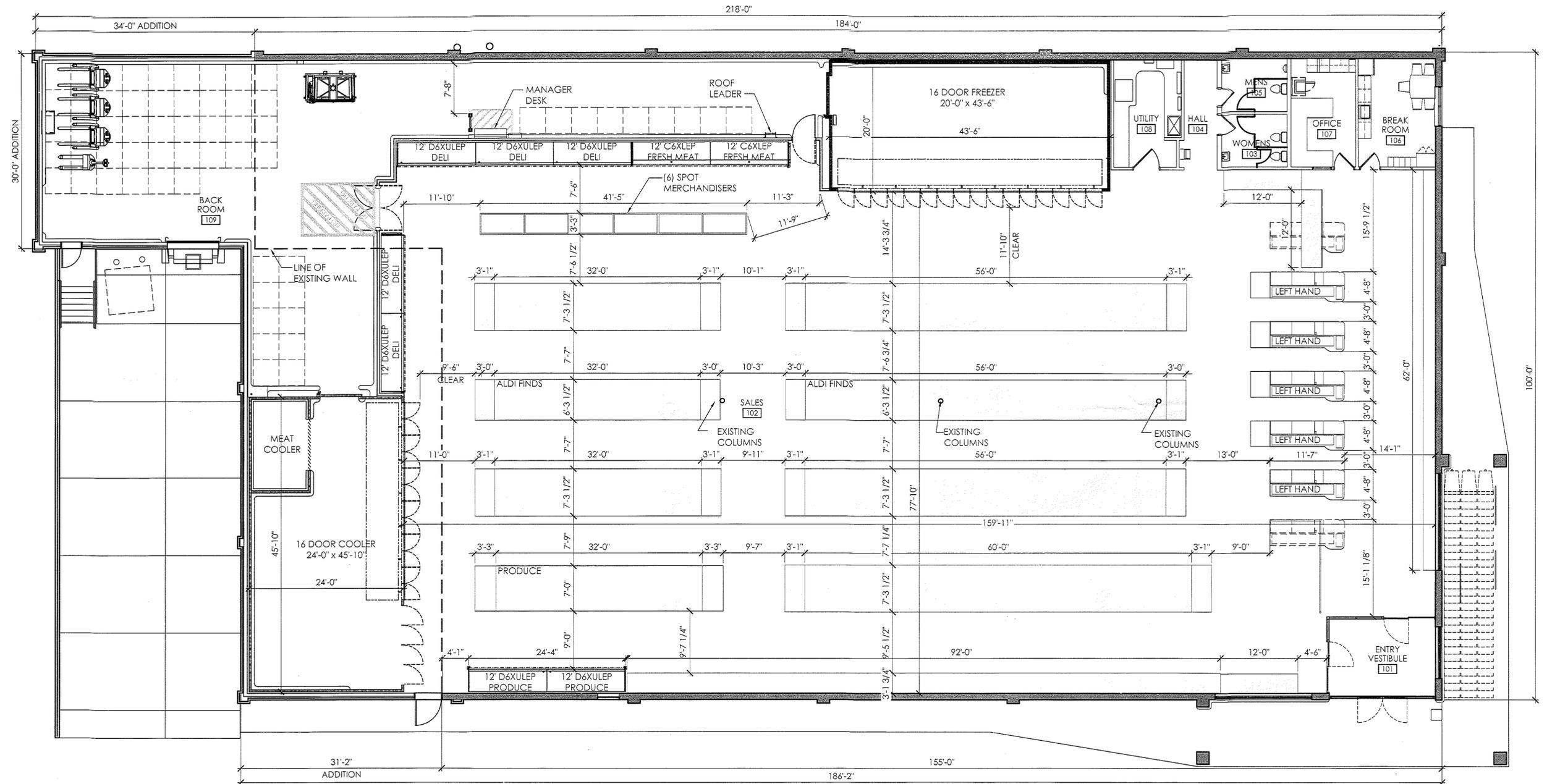
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ALDI - STORE #32
V2.07 - 100x186 EXPANSION - BSW/BR/RD
BASED ON 93x156 EXPANSION - BSW

FLORISSANT (NORTH),
16-095

MISSOURI
05-12-17

REAR DOCK OPERATIONS DATA		
ITEM	FLORISSANT, MO PLAN	V2.07 TEMPLATE
LINEAR FOOTAGE OF BASE (PRODUCE INCLUDED)	950'-4"	824'-0"
ASSUMED PALLET STORAGE	61	63
BUILDING DIMENSIONS	100'-0" x 186'-2"	93'-0" x 177'-8"
SALES FLOOR DIMENSIONS	77'-10" x 159'-11"	73'-10" x 150'-3"
LENGTH OF MULTI-DECK	108'	108'
COOLER MILK DOORS	4	4
COOLER GENERAL DOORS	12	12
FREEZER GENERAL DOORS	16	16
SPOT MERCHANDISERS	6	6
CART STORAGE	(87) MODEL 563W	-



NOTE:
NON-STANDARD EXISTING
BUILDING SIZE.
REMODEL TEMPLATE V2.07

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SCALE: 1/8" = 1'-0"

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V2.07 - 100x186 EXPANSION - BSW/BR/RD
BASED ON 93x156 EXPANSION - BSW

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COOLER MILK DOORS	4	4
COOLER GENERAL DOORS	12	12
FREEZER GENERAL DOORS	16	16
SPOT MERCHANDISERS	6	6
CART STORAGE	(87) MODEL 563W	-

1

MEMORANDUM



CITY OF FLORISSANT- BUILDING DEPARTMENT

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

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To: Planning and Zoning Commissioners

Date: May 31, 2017

From: Philip E. Lum, AIA-Building Commissioner c:

Louis B. Jearls, Jr. - P.E.,
PWLFDirector Public Works
Deputy City Clerk
Applicant
File

Subject: Request Recommended Approval to amend an existing B-5 "Planned Commercial District" to allow for an addition at 2505 N. Highway 67 (ALDI).

STAFF REPORT
CASE NUMBER PZ-060517-1

I. PROJECT DESCRIPTION:

This is a request for Recommended Approval to amend an existing B-5 "Planned Commercial District" to allow for an addition.

II. SITE CONDITIONS:

The existing property at 2505 N. Highway 67 is an existing Aldi Grocery establishment, under Ord. # 6697, attached, which was limited to 16,800 square feet and a sitework.

Staff has determined that the setbacks are met by the facilities proposed which will bring the footprint to 19, 596 new square feet.

III. SURROUNDING PROPERTIES:

The adjacent Lot is development at 2393 N. Highway 67 to the West of this proposed development in a 'B-5' Zoning District. The property to the North is the cellular tower property 2470 N Hwy 67 in a 'B-5' Zoning District. The property to the East is a Taco Bell, 2525 N. Highway 67, in a 'B-5' Zoning District.

42
43 **IV. STAFF ANALYSIS:**
44

45 1. The application is accompanied by professionally completed architectural plans Landscape
46 drawings PZ dated 4/28/17 by Aldi, Inc. and TRI architect's plan and elevations dated 5/12/17.
47 Elevations are not to scale. Ordinance no. 6697 also was amended by ordinance 5924, a Special
48 Use Permit for a cellular tower in the rear of the property at 2470 N Hwy 67.
49

50 2. Existing Building: The existing building is a 2003 masonry structure of 16,047 s.f. per
51 County record with flat roof, occupied and in good condition. The existing trash area exists
52 behind the North side of the building.
53

54 3. Sign. There is one Post sign existing for this property near the highway.
55

56 4. Parking and traffic. With a current ratio for Food Markets over 5000 s.f. is 4.5/1000 in the
57 newer parking code with 1 Loading Space 10x40 required, the development would meet the
58 parking requirement with already 116 on-site. Proposed on-site is to keep 116 parking stalls (72
59 required). According to the current parking ordinance, a reduction in parking can be considered
60 to bring the development within 110% of required parking (79 maximum).
61

62 If Aldi has a cross parking agreement with the adjacent site that may only affect the total parking
63 if there was a shortage on the adjacent site.
64

65 5. Parking lighting: The existing parking lot lighting is proposed to remain.
66

67 6. The permitted uses in this B-5 development are limited to a grocery store and the cellular
68 tower. The height, area and bulk regulations are met in the "B-5" District are as follows:
69

70 a. Minimum lot area. None.

71 b. Maximum story. Three (3) stories- Buildings comply.

72 c. Maximum height. Forty-five (45) feet- Buildings comply.

73 d. Minimum depth (front yard). Forty (40) feet- Buildings comply.

74 e. Minimum depth (rear yard). Forty (40) feet- Buildings comply.

75 f. Minimum width (side yard). Thirty-five (35) feet- Buildings comply, applies only when
76 the yard abuts or is adjacent to an "R" residential District.

77 7. Performance Standards. In addition to all other requirements, uses within the District shall
78 conform to the most restrictive performance standards as cited in the city code for Vibration,
79 Odor, Smoke, Toxic gases, Emission of dirt, dust, fly ash and other forms of particulate matter,
80 Radiation, Glare, Sound transmission loss and Fencing Regulations.
81

82 8. Landscaping and Screening: Existing landscaping is proposed to remain, however, Alterations
83 to the existing landscaping with additional tree plantings are required to meet the previous
84 ordinance. There are only 5 flowering trees in the front parking lot islands, 16 were originally
85 approved. There are 89 shrubs shown on the plan, however, the addition creates the need for a
86 total of 126. Therefore, 11 flowering trees and 37 new shrubs are required by section 405.245 of
87 the City Code.
88

89 9. Trash screening: One trash container is shown in the relatively same position proposed to
90 return behind the North side of the building. Screening of trash containers are to conceal view
91 from residentially zoned property or from the right-of-way. The trash container is concealed by
92 the paving elevation, lower than the loading dock.

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10. Masonry: The existing building is slab on grade with masonry walls shown for the addition portion of the building and dock area. The new materials are proposed to be constructed of brick.

VI. STAFF RECOMMENDATIONS:

Suggested Motion:

I move to recommend approval to amend a 'B-5' Ord. # 6697, to allow for an addition at **2505 N. Highway 67 (ALDI)** in a 'B-5' Zoning District in accord with plans submitted: Landscape drawings PZ dated 4/28/17 by Aldi, Inc. and TRI architect's plan and elevations dated 5/12/17 as follows :

Restore site to contain a total of 16 flowering trees in landscaped areas of the front parking lot, per Attachment 'A' of ordinance no. 6697. Landscape Plan shall be as approved by the Building Commissioner.

Amend Ordinance no. 6697 as follows:
Section 2, paragraph 2 to be amended to reflect new area of 19,596 s.f.

Section 2, paragraph 6, sub para. g., add the following paragraph:

(4) Provide a total of 126 shrubs for building perimeter planting, per the requirements of the Landscape ordinance, section 405.245.

118
119 1st - Stock
120
121 2nd - Shrub
122

(end report)

add
1) Home architect provide landscaping plan
2) 180 day - Completion

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION



City Of Florissant - Public Works
314-839-7648

Application is hereby made to the Building Commissioner of the Department of Public works Office at the City of Florissant, Missouri, to appear before the Planning & Zoning Commission

Please Print or Type The Following Information

Property Address: 2505 North Highway 67

Property Owners Name: Aldi, Inc Phone #: 636-397-4710

Property Owners Address: PO Box 8800 O'Fallon, MO 63366

Business Owners Name: Aldi, Inc Phone #: _____

Business Owners Address: PO Box 8800 O'Fallon, MO 63366

DBA (Doing Business As) ALDI

Authorized Agents Name: John Sawyer CO. Name: Sawyer Engr
(Authorized Agent to Appear Before The Commission)

Agents Address: PO BOX 157 Gillespie, IL 62033 Phone #: 314-800-5914

Request Amend existing ordinance for building expansion.

State complete request (print or type only).

IF A TRAFFIC STUDY IS REQUIRED FOR CERTAIN DEVELOPMENTS AND USES THE COST OF THE TRAFFIC STUDY SHALL BE PAID BY THE APPLICANT. PLEASE SUBMIT FOLDED PLANS

John Sawyer
Applicant's Signature

5-19-17
Date

Received by: dl Receipt # 601804 OFFICE USE ONLY Amount Paid: 125.00 Date: 5/19/17

STAFF REMARKS: _____

DATE APPLICATION REVIEWED: 5/31/17
Phyllis Sch...
SIGNATURE OF STAFF WHO REVIEWED APPLICATION

COMMISSION ACTION TAKEN:

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN. Paul J... DATE: 6/5/17

APPLICATION TO THE CITY OF FLORISSANT PLANNING AND ZONING COMMISSION TO AMEND THE PROVISIONS OF AN EXISTING B-5 PLANNED COMMERCIAL DISTRICT ORDINANCE



PLANNING & ZONING ACTION:

Address of Property:

2505 North Highway 67

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

Council Ward 9 Zoning B-5

SIGN:

DATE: 6/5/17

Initial Date Petitioner Filed _____
Building Commissioner to complete
ward, zone & date filed

PETITION TO AMEND B-5 ORDINANCE # 6697

Enter ordinance number or number requesting to amend.

1) Comes Now Aldi, Inc.

(Individual's name, corporation, partnership, etc.)

Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As).

and states to the Planning and Zoning Commission that he (she) (they) has (have) the following legal interest in the tract of land located in the City of Florissant, State of Missouri, described on page 3 of this petition.

Legal interest in the Property owner of property

State legal interest in the property. (i.e., owner of property, lease); also submit copy of deed or lease or letter of authorization from owner to seek a special use.

- A. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which the Permit is petitioned by giving bearings & distances (metes and bounds). Not required if description is identical to "B".
 - B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property drawn to a scale of 100 feet or less to the inch, referenced to a point easily located on the ground as street intersection, centerline of creek having a generally known name, etc., showing dimensions, bearings and distances of the property, north arrow and scale.
 - C. Acreage to nearest tenth of an acre of the property for which rezoning is petitioned 3.24 acres
2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in a B-5 District and is presently being used for Retail Grocery Store

State current use of property, (or, state: vacant).

3. The petitioner(s) hereby state(s) the following reasons to justify the amendment to the existing B-5 ordinance:

Amend existing ordinance for building expansion.

List reason for the amendment request.

4. The petitioner(s) further states(s) that they (he) (she) can comply with all of the requirements of the City of Florissant, including setback lines and off-street parking.

5. The petitioner(s) further state(s) that they (he) (she) further represent(s) and warrants that they (he) (she) has (have) not made any arrangement to pay any commission, gratuity or consideration, directly or indirectly, to any official employee or appointee of the City of Florissant, with respect to this application.

PRINT PETITIONER'S NAME Louis Ross

Print Name

PETITIONER(S) SIGNATURE (S) Louis Ross

FOR Aldi, Inc.

(company, corporation, partnership)

Print and sign application. If applicant is a corporation or partnership signature must be a CORPORATE OFFICER or PARTNER. NOTE: Corporate officer is an individual named in corporate papers.

6. I (we) hereby certify that (indicate one of the following):

() I (we) have a legal interest in the herein above described property.

(X) I am (we are) the duly appointed agent(s) of the petitioner (s), and that all information given here is true and a statement of fact.

Petitioner may assign an agent to present petition to the Commission and Council. The agent must sign the petition in this section, and provide address and telephone number

SIGNATURE John Sawyer

ADDRESS PO Box 157 Gillespie IL 62033
STREET CITY STATE ZIP CODE

TELEPHONE NUMBER 314-800-5914

I (we) the petitioner (s) do hereby appoint John Sawyer as
BUSINESS Print name of agent.

my (our) duly authorized agent to represent me (us) in regard to this petition.

John Sawyer
Signature of Petitioner(s) or Authorized Agent

NOTE: Be advised when the petitioner and/or his duly authorized agent appears before the Planning and Zoning Commission and make the presentation, the same individuals must also appear before the City Council for that presentation. Also if the descriptions of plats or surveys are incorrect, or if the petition form is not correctly and completely filled out it will be returned for corrections and may have to be re-submitted.

Please fill in applicable information requested.

Name Aldi, Inc.
Address 2505 North Highway 67
Property Owner Aldi, Inc.
Location of property NW corner of North Hwy 67 and Brown Lane
Dimensions of property 277' x 447'
Property is presently zoned B-5 per ordinance # 6697
Current & Proposed Use of Property Retail (current) Retail (proposed)
Type of Sign No new signs proposed. Height n/a
Type of Construction Brick Number Of Stories 1
Square Footage of Building 16,405 Number of Curb Cuts No new curb cuts.
Number of Parking Spaces 114 Sidewalk Length No new sidewalks.
Landscaping: No. of Trees No Additional Landscaping Diameter N/A
No. of Shrubs No Additional Landscaping Size N/A
Fence: Type No Proposed Fencing Length _____ Height _____

PLEASE SUBMIT NINE (9) FOLDED COPIES OF THE FOLLOWING:

1. Plan or drawing showing zoning of adjoining properties.
2. Plan or drawing showing location of property in relation to major streets and all adjoining properties.
3. Drawing showing measurement of tract and overall area of tract.
4. Plan or drawing showing proposed parking layout, landscaping, parking lighting, signage and trash enclosure.

PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS PETITION

(Close legal description with acreage to the nearest tenth of an acre).

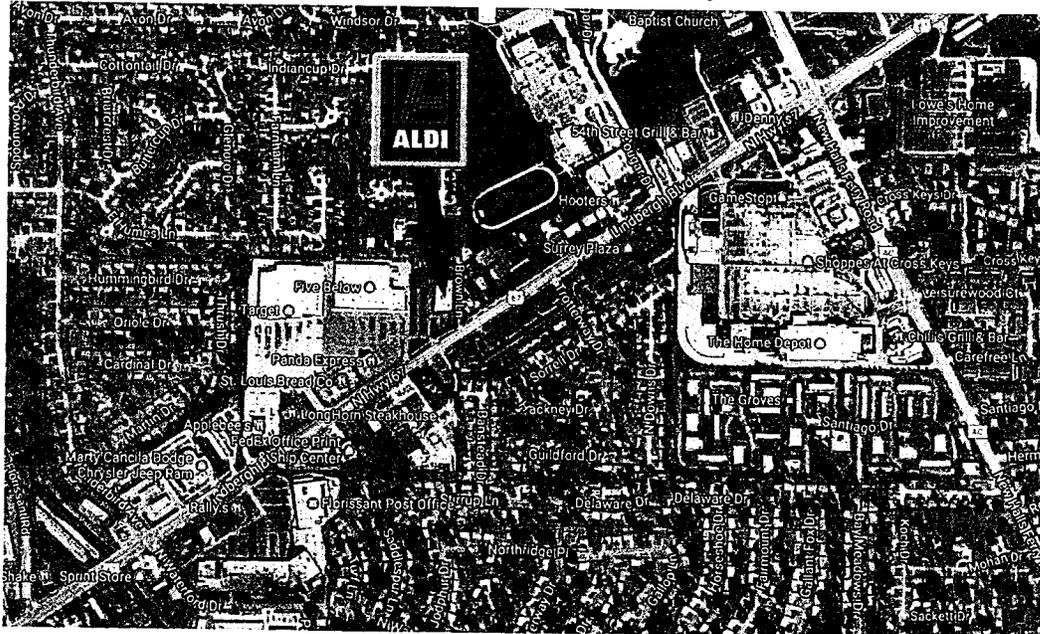
Provide a legal description of the property. If part of a shopping center list address and state part of what shopping center (i.e.: 351 N. Highway 67 part of Florissant Meadows Shopping Center). If property is a single lot, list full written legal description with bearings and distances.

A tract of land being a part of Lot 1 of the Subdivision of Lot 33 of the Commons of St. Ferdinand, located in the City of Florissant, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the east line of said Lot 1, with the northwest line of Lindbergh Boulevard, variable width; thence north 01 degrees 33 minutes west for a distance of 410.73 feet to a point; thence North 89 degrees 18 minutes west for a distance of 277.92 feet to a point; thence south 01 degrees 33 minutes west for a distance of 609.80 feet to a point on the aid northwest line of Lindbergh Boulevard; thence along said northwest line being a curve to the right have a radius of 34,422.49 feet, and an arc length of 216.26 feet to a point; thence north 56 degrees 45 minutes east along said northwest line for a distance of 127.99 feet to the point of beginning and containing 3.24 acres.

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

Provide a drawing of a location map showing the nearest major intersection or include on plans.



Please check the box for the appropriate type of operation then fill in applicable section (a), (b) or (c). Corporations are to submit copy of Missouri corporate papers with registration papers.

1) Type of Operation: Individual: Partnership: Corporation:

(a) If an individual:

- (1) Name and Address _____
- (2) Telephone Number _____
- (3) Business Address _____
- (4) Date started in business _____
- (5) Name in which business is operated if different from (1) _____
- (6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

- (1) Names & addresses of all partners _____
- (2) Telephone numbers _____
- (3) Business address _____
- (4) Name under which business is operated _____
- (5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

- (1) Names & addresses of all partners N/A
- (2) Telephone numbers (636) 397-4710
- (3) Business address PO Box 8800 O'Fallon, Missouri 63366-8800
- (4) State of Incorporation & a photocopy of incorporation papers attached
- (5) Date of Incorporation 2/4/1980
- (6) Missouri Corporate Number Illinois Corporation
- (7) If operating under fictitious name, provide the name and date registered with the State of Missouri, and a copy of registration. N/A
- (8) Name in which business is operated Aldi, Inc.
- (9) If the property location is in a strip center, give dimensions of your space under square footage and do not give landscaping information.

CITY OF FLORISSANT



PUBLIC HEARING NOTICE

Notice is hereby given in accordance with Section 405.135 of the Florissant City Code, the Zoning Ordinance, as amended, that a Public Hearing will be held by the City Council of the City of Florissant, St. Louis County, Missouri, in the Council Chambers, 955 rue St. Francois, on Monday, June 26, 2017 at 7:30 P.M. on the following proposition, to wit:

To issue an amendment to B-5 Ordinance No. 6697 to allow for a building addition for the property located at 2505 N. Highway 67 (legal description to govern). Citizens and parties of interest will have the opportunity to be heard at said public hearing. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or TDD 839-5142.

Karen Goodwin, MMC City Clerk.

1 INTRODUCED BY COUNCIL AS A WHOLE
2 JUNE 26, 2017

3
4 BILL NO. 9288

ORDINANCE NO.

5
6 **AN ORDINANCE RE-ADOPTING A PROCEDURE TO DISCLOSE**
7 **POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL**
8 **INTEREST FOR CERTAIN OFFICIALS AS SET FORTH IN TITLE 1,**
9 **SECTION 105.130 “COMPLIANCE WITH STATE CONFLICT OF**
10 **INTEREST” LAW IN THE FLORISSANT CODE OF ORDINANCES.**

11
12 WHEREAS, pursuant to Ordinance No. 5275 the Council of the City of Florissant
13 established a procedure to disclose potential conflicts of interest and substantial interest for
14 certain public officials and readopted same with the adoption of Ordinance Nos. 5524, 5639,
15 5753, 5876, 6143, 6290, 6568, 7440, 7615, 7806, 7980.

16 WHEREAS, the Ethics Commission has determined that cities must readopt the
17 procedure pertaining to disclosure of private financial or other interests in matters affecting the
18 City every other year.

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

21
22 Section 1: The Council of the City of Florissant hereby re-adopts a procedure to
23 disclose potential conflict of interest and substantial interest for certain officials as set forth in
24 Title 1, section 105.130 “Compliance with State Conflict of Interest Law” with such section
25 reading as follows:

26 Sec. 105.130. Compliance with State Conflict of Interest Law.

27
28 (a) All elected and appointed officials as well as employees of the city must
29 comply with the applicable provisions of section 105.450-105.498 of the
30 Missouri Revised Statutes on conflicts of interest as well as any other state
31 law governing official conduct.

32
33 (b) Any city officer, board member, council member, commission member or
34 employee who has a substantial financial interest, direct or indirect, or by
35 reason of ownership or stock in any corporation, any contract with the city for
36 the sale of land, material, supplies or services to the city or to a contractor
37 supplying the city, shall make known that interest and shall refrain from
38 voting upon or otherwise participating as a city officer, board member,
39 council member, commission member or employee in the making of such
40 contract. Any person who is a city officer, board member, council member,
41 commission member or employee who willfully conceals such a substantial
42 financial interest or willfully violates the requirements of this subsection shall
43 be guilty of malfeasance in office or position and shall forfeit such person’s
44 office or position. Violation of this subsection with the knowledge, expressed

45 or implied, of the person or corporation contracting or making a sale to the
 46 city shall render the contract or sale voidable by the Mayor.
 47

48 (c) Any member of the governing body of the city who has a “substantial or
 49 private interest” in any measure, bill, order or ordinance proposed or pending
 50 before such governing body must disclose that interest to the city clerk and
 51 such disclosure shall be recorded in the appropriate journal of the city. For
 52 the purposes of this section, substantial or private interest is defined as
 53 ownership by the individual, his spouse, or his dependent children, whether
 54 singularly or collectively, directly or indirectly of:
 55

- 56 (1) 10% or more of any business entity; or
- 57
- 58 (2) an interest having a value of \$10,000 or more; or
- 59
- 60 (3) the receipt of a salary, gratuity, or other compensation or remuneration of
 61 \$5,000 or more, per year from any individual, partnership, organization, or
 62 association within any calendar year.
- 63

64 (d) Each elected official, the mayor as the chief administrative officer, the chief
 65 purchasing officer as identified in section 105.483 (11) of the Missouri
 66 Revised Statutes, and the full-time general counsel, if any, shall disclose the
 67 following information by May 1 if any such transactions occurred during the
 68 previous calendar year:
 69

- 70 (1) For such person, and all persons within the first degree of consanguinity or
 71 affinity of such person, the date and the identities of the parties to each
 72 transaction with a total value in excess of five hundred dollars, if any, that
 73 such person had with the city, other than compensation received as an
 74 employee or payment of any tax, fee or penalty due to the city, and other
 75 than transfers for no consideration to the city.
- 76
- 77 (2) The date and the identities of the parties to each transaction known to the
 78 person with a total value in excess of five hundred dollars, if any, that any
 79 business entity in which such person had a substantial interest, had with
 80 the city, other than payment of any tax, fee or penalty due to the city or
 81 transactions involving payment for providing utility service to the city,
 82 and other than transfers for no consideration to the city.
- 83
- 84 (3) The mayor as the chief administrative officer and the chief purchasing
 85 officer also shall disclose by May 1 for the previous calendar year the
 86 following information:
 87

88 (A) The name and addresses of each of the employers of such person from
 89 whom income of one thousand dollars or more was received during the
 90 year covered by the statement;
 91

92 (B) The name and addresses of each sole proprietorship that he owned, the
 93 name, address and the general nature of the business conducted of each
 94 general partnership and name and address of each partner or co-
 95 participant for each partnership or joint venture unless such names and
 96 addresses are filed by the partnership or joint venture with the
 97 secretary of state; the name, addresses and general nature of the
 98 business conducted of any closely held corporation or limited
 99 partnership in which the person owned ten (10%) percent or more of
 100 any class of the outstanding stock or limited partnership units; and the
 101 name of any publicly traded corporation or limited partnership that is
 102 listed on a regulated stock exchange or automated quotation system in
 103 which the person owned two (2%) percent or more of any class of
 104 outstanding stock, limited partnership units or other equity interests;

105
 106 (C) The name and addresses of each corporation for which such person
 107 served in the capacity of a director, officer or received.

108
 109 (e) The financial interest statements shall be filed at the following times, but no
 110 person is required to file more than one financial interest statement in any
 111 calendar year.

112
 113 (1) Every person required to file a financial interest statement shall file the
 114 statement annually not later than May 1 and the statement shall cover the
 115 calendar year ending immediately preceding December 31; provided that
 116 any member of the city council may supplement the financial interest
 117 statements to report additional interests acquired after December 31 of the
 118 covered year until the date of filing of the financial interest statement.

119
 120 (2) Each person appointed to office shall file the statement within thirty (30)
 121 days of such appointment or employment.

122
 123 Reports shall be filed with the city clerk and the Missouri Ethics
 124 Commission. The reports shall be available for public inspection and
 125 copying during normal business hours.

126
 127 Section 2: A certified copy of this ordinance shall be sent within ten (10) days of its
 128 adoption to the Missouri Ethics Commission.

129 Section 3: This ordinance shall become in full force and effect from and after the date of
 130 its passage as provided by law.

131 Adopted this _____ day of _____, 2017.

132
 133
 134
 135 _____
 136 JACKIE PAGANO
 137 President of the Council
 City of Florissant

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Approved this _____ day of _____, 2017.

Thomas P. Schneider.
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MMC/ MRCC
City Clerk

1 INTRODUCED BY COUNCIL AS A WHOLE
2 JUNE 26, 2017

3
4 BILL NO. 9289 Ordinance No.

5
6 **AN ORDINANCE ESTABLISHING A TRUST AGREEMENT FOR THE**
7 **CITY OF FLORISSANT EMPLOYEES' PENSION PLAN**
8

9 WHEREAS, the City received notification that the third party administrator of the
10 defined benefit pension plan would no longer be providing services for the plan as of September
11 30, 2017; and

12 WHEREAS, since this notification the Finance Department has worked to identify
13 alternatives to transition the various services provided by the third party administrator; and

14 WHEREAS, to facilitate the transition of the pension plan assets, the City must establish
15 a trust under which the assets, earnings and contributions paid over by the City for the benefit of
16 the plan participants are to be held, and

17
18 NOW THEREFORE, BE IT ORDAINTED BY THE CITY COUNCIL OF THE CITY OF
19 FLORISSANT , MISSOURI, AS FOLLOWS:
20

21 Section 1. The Mayor of the City of Florissant is hereby authorized to sign and
22 execute a Trust Agreement for the City of Florissant Employees' Pension Plan as attached
23 hereto.
24

25 Section 2. This ordinance shall be in full force and effect from and after the date of
26 its passage by the City Council.
27

28 Adopted this _____ day of _____, 2017.

29 _____
30 Jackie Pagano
31 President of the City Council
32

33 Approved this _____ day of _____, 2017.

34
35 _____
36 Thomas P. Schneider
37 Mayor
38

38 ATTEST:

39 _____
40 Karen Goodwin, MMC/MRCC
41 City Clerk

TRUST AGREEMENT
FOR CITY OF FLORISSANT EMPLOYEES PENSION PLAN

**TRUST AGREEMENT
FOR CITY OF FLORISSANT EMPLOYEES PENSION PLAN**

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**TRUST AGREEMENT
FOR THE CITY OF FLORISSANT EMPLOYEES PENSION PLAN**

THIS TRUST AGREEMENT FOR THE CITY OF FLORISSANT EMPLOYEES PENSION PLAN (“Agreement”) is adopted by the City of Florissant, Missouri (the “City”) effective as of _____.

WITNESSETH:

WHEREAS, the City heretofore established a defined benefit pension plan (the “Plan”) effective December 1, 1967, known as City of Florissant Employees’ Pension Plan, in recognition of the contribution made to its successful operation by its employees and for the exclusive benefit of its eligible employees and the most recent amendment and restatement of the Plan was effective December 1, 2011; and

WHEREAS, heretofore the Plan was funded with insurance contracts and was fully insured; and

WHEREAS, the insurer, Empower Retirement, advised the City on February 16, 2017 that it would no longer provide insurance contracts to fund the Plan as of September 30, 2017; and

WHEREAS, the City has determined that, in view of this development, it is in the best interests of the Plan participants and beneficiaries to establish a trust as permitted under the Plan.

NOW, THEREFORE, the City, in accordance with the provisions of the Plan pertaining to establishment of a trust hereby provides as follows:

ARTICLE I

DEFINITIONS

Unless a different meaning is clearly required by the context or except as may be otherwise indicated below, capitalized terms shall have the meaning stated in Article I of the Plan. As used in this Agreement, the following terms shall have the meaning hereinafter set out:

(a) **“Code”** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

(b) **“Effective Date”** of this Agreement shall mean _____.

(c) **“Investment Manager”** shall mean the individual, individuals, partnership, corporation or other entity, if any, appointed as contemplated by Missouri law, including but not limited to Sections 105.687 and 105.688 of the Missouri Revised Statutes, by the Plan Administrator to manage all or any portion of the assets of the Plan. Any Investment Manager shall be (1) registered as an investment advisor under the Investment Advisors Act of 1940; (2) a bank as defined in such Act; or (3) an insurance company qualified to perform the services of an investment manager under the laws of the State of Missouri. Any such Investment Manager shall

acknowledge to the Trustee and the Plan Administrator in writing that it accepts such appointment and that it is a fiduciary with respect to the Plan and the Trust Fund. The Plan Administrator shall provide the Trustee with a copy of the written agreement with the Investment Manager.

(d) **“Plan Administrator”** shall mean the Plan Administrator designated in the Plan, which is the City of Florissant, Missouri. The individual who is serving as the Director of Finance for the City of Florissant, Missouri has been appointed to perform the duties of Plan Administrator on behalf of the City of Florissant, Missouri.

(e) **“Trust”** shall mean the trust as herein set forth, and as amended from time to time.

(f) **“Trustee”** shall mean the individuals serving as Mayor of the City of Florissant, Missouri and as Director of Finance of the City of Florissant, Missouri.

(g) **“Trust Fund”** shall mean the trust fund established under this Agreement to which contributions shall be made as provided in the Plan, from which the benefits provided for by the Plan are to be paid or are to be funded, to which the proceeds of liquidated insurance contracts previously held by the Plan shall be paid, together with earnings thereon.

ARTICLE II

NAME OF THE TRUST AND ESTABLISHMENT OF THE TRUST FUND

(a) **Name of the Trust.** The trust created in accordance with the terms hereof shall be known as the “City of Florissant Employees’ Pension Plan Trust.”

(b) **Establishment of the Trust Fund.** The City hereby establishes, pursuant to the Plan, a trust comprised of money and property as shall from time to time be paid or delivered to the Trustee, the earnings and profits thereon and any assets into which such funds are converted. The Trust Fund shall be held by the Trustee in trust and dealt with in accordance with the provisions hereof. Except as otherwise permitted by law, in no event shall any part of the principal or income of the Trust Fund be used for or diverted to any purpose whatsoever other than for the exclusive benefit of the Participants and their beneficiaries.

ARTICLE III

TRUST ADMINISTRATION

(a) **Receipt of Contributions.** The Trustee shall receive from the City the payments made as the City’s contributions under the Plan. The Trustee shall have no right or duty to inquire into the amount of any contribution made by City or the method used in determining the amount of any such contribution, or to collect the same, but the Trustee shall be accountable only for funds actually received by it.

(b) **Trustee Duties.** The Trustee shall perform such duties as are specified under the Plan and in this Agreement. The Trustee shall discharge its assigned duties and responsibilities

with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(1) The Trustee shall:

(i) Manage all or part of the assets of the Plan in accordance with Article V; and

(ii) Shall (and any Investment Managers appointed hereunder shall) consult with the Plan Administrator regarding the short and long term liquidity needs of the Plan in order that the Trustee (or appointed Investment Manager) can exercise investment discretion in a manner designed to accomplish specific objectives; and

(iii) Value the Trust Fund; and

(iv) Make transfers, payments and deliveries to or for the account of Participants or their Beneficiaries as directed by the Plan Administrator.

(2) The Trustee is authorized to:

(i) Settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from this Trust, commence or defend suits or legal or administrative proceedings and represent the Trust in all suits and legal and administrative proceedings; and

(ii) Employ suitable agents and counsel (who may be counsel for the City), and pay their reasonable expenses and compensation; and

(iii) Appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund; and

(iv) ~~Make, execute and deliver as Trustee, with provisions for no individual responsibility, all instruments in writing necessary or appropriate for the exercise of any of its powers of administration; and~~

(v) Do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Trust.

(c) **Prohibited Transactions.** The Trustee shall not engage in any prohibited transaction within the meaning of the Code.

(d) **Written Directions.** In determining the benefits payable from the Trust to the respective Plan Participants and/or Beneficiaries, the Trustee shall rely entirely on the written direction of the Plan Administrator.

(e) **Records and Accounts.** The Trustee shall keep accurate and detailed accounts on all investments, receipts, disbursements and other transactions hereunder. All accounts, books and records relating to this Trust shall be open to inspection and audit at all reasonable times by any person designated by the Plan Administrator or the City.

(f) **Resignation and Removal.**

(1) The City may at any time remove any Trustee acting hereunder by providing written notice to such Trustee, which removal shall take effect on the date therein specified; and any Trustee acting hereunder may at any time resign by providing the City and the Plan Administrator with a written resignation, which resignation shall take effect on the date therein specified, but not less than thirty (30) days from the date of the giving of such notice unless the Plan Administrator shall agree to an earlier date. In such events, the City may appoint a corporation or an individual or individuals to be successor Trustee hereunder in the place of any removed or resigned Trustee. Any notice required or permitted by this subparagraph shall be deemed given upon hand delivery or the mailing thereof to the appropriate person by certified or registered U.S. mail, return receipt requested, in a properly addressed envelope, postage prepaid.

(2) After the effective date of the removal or resignation, the removed or resigning Trustee shall transfer, pay over and deliver the Trust Fund to the successor Trustee, without any responsibility upon the removed or resigning Trustee for any misapplication or to see to the further application or disposition of the Trust Fund by any successor Trustee. Except to the extent required by law, no successor Trustee shall be liable for any act or omission which occurred prior to assuming the position.

(g) **Periodic Accounting.** Within one hundred twenty (120) days after the end of each Plan Year, and within sixty (60) days after removal or resignation, the Trustee shall furnish the Plan Administrator with an accounting of the Trust Fund for such Plan Year, or for the portion thereof ending with the date of such removal or resignation, which accounting shall include a record of receipts and disbursements, changes in investments and realized appreciation and depreciation for such year or period, and a statement of assets (showing both book value and fair market value) and liabilities on hand as of the end of such year or period.

(h) **Funding Policy.** The Plan Administrator shall establish in writing a funding policy and method for the Plan and this Trust, which policy shall be reviewed at least once each year. A copy of the funding policy and method and any amendments thereto shall be provided to the Trustee.

(i) **Allocation of Responsibility.**

(i) The Plan Administrator shall have the sole responsibility for the administration of the Plan.

(ii) The Trustee shall have the sole responsibility of management of the assets held under the Trust, all as specifically provided herein.

(iii) Any directions given, information furnished, or action taken by the Trustee shall be in accordance with the provisions of this Agreement, authorizing or providing for such direction, information or action.

(iv) It is intended under the Plan that each named fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan as specified or allocated herein. The Trustee may rely upon any direction, information or action of another Plan fiduciary as being proper and is not required under the Plan to inquire into the propriety of any such direction, information or action.

(v) No Trustee shall guarantee the Trust Fund in any manner against investment loss or depreciation in asset value.

ARTICLE IV

INVESTMENT MANAGERS

(a) **Appointment.** The Plan Administrator may appoint one or more Investment Managers to manage all or part of the assets of the Plan in accordance with the provisions of this Agreement, including Article V. Each such appointment shall specify the particular assets of the Trust Fund to be managed by such Investment Manager.

(b) **Written Acceptance.** Before any such appointment becomes effective, any Investment Manager so appointed shall accept such designation in writing and, as part of such acceptance, shall acknowledge that it is a fiduciary with respect to the Plan and Trust.

(c) **Resignation and Removal.** The Plan Administrator may at any time remove an Investment Manager acting hereunder, and any Investment Manager acting hereunder may at any time resign, in each case in such manner as may be or may have been agreed by the Plan Administrator and the Investment Manager. The Plan Administrator may appoint a successor Investment Manager hereunder in the place of any removed or resigned Investment Manager.

ARTICLE V

INVESTMENT OF THE TRUST FUND

(a) **Investment Decisions.** The Trustee shall be responsible for establishing the investment policy for the Plan and Trust. The responsibility for all investment decisions with respect to the assets of the Trust shall be that of the Trustee, unless one or more Investment Managers have been appointed, in which event the responsibility for investment decisions shall be allocated between the Trustee and the Investment Managers in accordance with the written direction of the Plan Administrator. Each Investment Manager shall have no responsibility for another Investment Manager's investment decisions. In the event that an Investment Manager has been delegated full discretion and bears liability for management of Trust assets, the Trustee shall be responsible for ongoing monitoring of the Investment Manager.

(b) **Execution of Investment Decisions.** Investment decisions made by any Investment Manager shall be communicated to the Trustee and the Plan Administrator, and shall

be carried out forthwith either by the Investment Manager or its agent or by the Trustee acting upon the direction of the Investment Manager or the Plan Administrator.

(c) **Trustee or Investment Manager Investment Powers.** Subject to the other provisions of this Article V, in carrying out their duties hereunder, each Investment Manager, if any, (with respect to making and carrying out its investment decisions) and the Trustee (with respect to carrying out the decisions of an Investment Manager or, to the extent there is none, with respect to making and carrying out investment decisions) are authorized and empowered to:

(1) sell, redeem, or otherwise realize the value of any assets of the Trust Fund;

(2) invest and reinvest all or any part of the Trust Fund, the income therefrom and the increment thereof in any common or preferred stocks, bonds, mortgages, secured or unsecured notes, secured or unsecured debentures, mutual funds, other securities or commodities; any common or commingled trust fund of a bank or trust company supervised by a state or federal agency or property of any kind or nature whatsoever, real, personal or mixed property, including mortgaged real property, without regard to any rule of law or statute designating securities to be held for trust funds; and to hold cash uninvested (or in deposits bearing a reasonable rate of interest, in a bank or other similar institution supervised by the United States or a state) at any time and from time to time;

(3) without limitation on the foregoing, buy and sell listed options and/or sell covered options and repurchase the same;

(4) vote upon any stocks, bonds or other securities of any corporation or other issuer held in the Trust, and otherwise consent to or request any action on the part of such corporation or other issuer, and give general or special proxies or powers of attorneys with or without power of substitution; and

(5) become a party to the reorganization, consolidation or merger of any corporation, and for such purposes execute any agreements or consents, or participate in or take any steps to effectuate the same, whether or not any specific plans have been formulated therefor and in connection therewith, deposit any such securities, with creditors or stockholders' committees, bodies or other protective groups, and surrender or exchange any such securities for such debentures, certificates, receipts, agreements or proceeds as may be issued or paid by such committees, bodies or groups, or reorganized, consolidated or merged corporations, and generally exercise all the rights and powers, whether herein enumerated or not, as may be lawfully exercised by persons holding similar property in their own right.

(d) **Written Instruments.** The Trustee and each Investment Manager shall make, execute and deliver, as Trustee or Investment Manager, as the case may be, all instruments in writing necessary for the exercise of any of the foregoing powers.

ARTICLE VI

EXPENSES OF ADMINISTRATION OF THE PLAN AND THE TRUST FUND

(a) **Expenses of Administration.** Unless otherwise paid or provided by the City, the assets of the Trust Fund shall be used to pay all expenses of the administration of the Plan and the Trust Fund, including the compensation of any Investment Manager, the expenses incurred by the Plan Administrator and/or the Trustee in discharging their duties, all income or other taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust Fund, and any interest that may be payable on money borrowed by the Trustee for the purpose of the Trust.

(b) **Payment of Trustee.** No individual person serving as Trustee who is already receiving full-time pay from the City or is an elected official of the City shall receive compensation from the Trust Fund (except for the reimbursement of expenses properly and actually incurred). For its services, any corporate (or other entity) trustee shall be entitled to receive reasonable compensation in accordance with its rate schedule in effect from time to time for the handling of a retirement trust.

ARTICLE VII

AMENDMENT AND TERMINATION

(a) **Amendment and Termination of Trust.** This Trust may be amended or terminated by the City in accordance with the terms of the Plan and this Trust. In the event the City decides to amend or terminate this Trust, such decision shall be evidenced in writing by action of the City Council.

(b) **Restrictions on Amendment.** Notwithstanding the foregoing, no amendment of the Trust shall cause or permit any property held subject to the terms of this Trust to be diverted to purposes other than the exclusive benefit of the Plan Participants and their Beneficiaries or for the administration expenses of the Plan Administrator and this Trust; or shall increase the duties or liabilities of the Trustee without the Trustee's written consent.

ARTICLE VIII

MISCELLANEOUS

(a) **Merger or Consolidation.** This Trust may not be merged or consolidated with, and the assets or liabilities of this Trust may not be transferred to, any other plan or trust unless each Plan participant would receive a benefit immediately after the merger, consolidation or transfer if the plan and trust then terminated that is equal to or greater than the benefit the Plan Participant would have received immediately before the merger, consolidation or transfer if the Plan and this Trust had then terminated.

(b) **Alienation.**

(1) Except as provided in Subparagraph (2) and Code Section 401(a)(13)(C) (relating to certain judgments, orders, decrees, and settlements), no Plan Participant or Beneficiary of a Plan Participant shall have any right to assign, transfer, appropriate, encumber, commute, anticipate or otherwise alienate his interest in the Plan or the Trust or any payments to be made thereunder; no benefits, payments, rights or interests of a Plan Participant or Beneficiary of a Plan Participant of any kind or nature shall be in any way subject to legal process to levy upon, garnish or attach the same for payment of any claim against the Plan Participant or Beneficiary of a Plan Participant; and no Plan Participant or Beneficiary of a Plan Participant shall have any right of any kind whatsoever with respect to the Trust, or any estate or interest therein, or with respect to any other property or right, other than the right to receive such distributions as are lawfully made out of the Trust, as and when the same respectively are due and payable under the terms of the Plan and the Trust.

(2) Notwithstanding the provisions of Subparagraph (b)(1), the Plan (and this Trust pursuant to the direction of the Plan Administrator) permits distributions pursuant to a Qualified Domestic Relations Order and the Plan Administrator shall direct the Trustee to make payments pursuant to a Qualified Domestic Relations Order as defined in Section 414(p) of the Code.

(c) **Mistake of Fact.** In the event the City shall make an excessive contribution under a mistake of fact pursuant to Act Section 403(c)(2)(A), the City may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the Trustee shall return such amount to the City within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the City but any losses attributable thereto must reduce the amount so returned.

(d) **Governing Law.** This Agreement shall be administered, construed and enforced according to the laws of the State of Missouri, except to the extent such laws have been expressly preempted by federal law.

(e) **Action by the City.** Unless otherwise provided herein, whenever the City under the terms of this Agreement is permitted or required to do or perform any act, it shall be evidenced in a writing executed by the appropriate representative of the City as designated by the City Council.

(f) **Alternative Actions.** In the event it becomes impossible for the City, the Plan Administrator, or the Trustee to perform any act required by this Agreement, then the City, the Plan Administrator, or the Trustee, as the case may be, may perform such alternative act that most nearly carries out the intent and purpose of this Agreement.

(g) **Headings and Captions.** The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

(h) **Gender.** Throughout this Agreement, and whenever appropriate, the masculine gender shall be deemed to include the feminine and neuter; the singular, the plural; and vice versa.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, _____.

CITY OF FLORISSANT, MISSOURI

By: _____

Name: _____

Title: President, City Council, City of Florissant,
Missouri

TRUSTEE

By: _____

Name: _____

Title: Mayor of the City of Florissant, Missouri

By: _____

Name: _____

Title: Director of Finance of the City of Florissant,
Missouri

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

Date: June 19, 2017

Mayor's Approval:

Agenda Date Requested: June 26, 2017

Description of request: Approval of a Trust Agreement under which assets of the City's defined benefit pension plan will be held. See attached memo for further information.

Department: Finance

Recommending Board or Commission: N/A

Type of request:

Ordinances	X	Other	X
Appropriation		Liquor License	
Transfer		Hotel License	
Zoning Amendment		Special Presentations	
Amendment		Resolution	
Special Use Transfer		Proclamation	
Special Use		Subdivision	
Budget Amendment		Other	X
	Y/N		Y/N
Public Hearing needed: Yes / No	No	3 readings? : Yes / No	No

Back up materials attached:		Back up materials needed:	
Minutes		Minutes	
Maps		Maps	
Memo	X	Memo	
Draft Ord.		Draft Ord.	

Note: Please include all attachments necessary for documents to be generated for inclusion on the Agenda. All agenda requests are to be turned in to the City Clerk by 5pm on Tuesday prior to the Council meeting.

For City Clerk Use Only:
 Introduced by: _____
 PH Speaker: _____

City of Florissant, Missouri
Memorandum

To: Mayor Thomas P. Schneider
From: Randy McDaniel, Director of Finance
Subject: Defined Benefit Pension Plan Trust Document
Date: June 20, 2017

MM
06/20/17

Since January 1, 2001 when the City established the defined contribution pension plan for all active employees, the City has maintained a defined benefit pension plan which was closed to new participants using a third party administrator (TPA). On February 17, 2017 the City received notification from the TPA that effective September 30, 2017 they would no longer provide any services to the plan. Services provided include the following:

- Plan Administration
- Actuarial Services
- Benefit Calculation Services
- Benefit Payment Services
- Plan Document Services
- Group Annuity Contract

Since receiving notification the Finance Department has worked to identify alternatives to transition the various services. As a result of this process the Finance Department has determined the following:

- Actuarial and benefit calculation services will be handled by a local company that specializes in these types of services.
- Plan administration, benefit payment and plan document services will be handled in-house by City staff.
- Investment services are to be handled through a third party.

To facilitate the transition of the pension plan assets the City must establish a trust under which the assets, earnings and contributions paid over by the City for the benefit of plan participants are to be held.

To accomplish this, I respectfully request that the attached *Trust Agreement for the City of Florissant Employees' Pension Plan* be duly adopted by the City Council with first reading at the June 26, 2017 meeting and final reading and adoption at the July 10, 2017 meeting. The trust agreement needs to be in place by August 1, 2017 as the transition is scheduled for mid-August.

1 INTRODUCED BY COUNCIL AS A WHOLE
2 JUNE 26, 2017

3
4 BILL NO. 9290 Ordinance No.

5
6 **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN**
7 **EXCLUSIVE LICENSE AGREEMENT WITH MERIDIAN WASTE MISSOURI,**
8 **LLC FOR SOLID WASTE COLLECTION SERVICES FOR THE RESIDENTS**
9 **OF THE CITY OF FLORISSANT.**

10
11 WHEREAS, the City issued a Request for Proposal in 2008 soliciting bids for contracts to
12 provide solid waste collection services for residential properties within the City; and

13 WHEREAS, the City determined that it was in the best interests of the City and its residents to
14 enter into an Agreement with Meridian; and

15 WHEREAS, pursuant to Ordinance 7569, the City entered into an Agreement with Meridian in
16 2009 and, pursuant to Ordinance 7771, the City entered into an Addendum with Meridian to the
17 Agreement in 2011 extending the Agreement through March 31, 2014; and

18 WHEREAS, Meridian proposed to enter into a new agreement with the City in 2013 and the City
19 determined that it was in the best interests of the City and its residents to enter into such an Agreement
20 with Meridian; and

21 WHEREAS, pursuant to Ordinance 7968, the City entered into an Agreement DATED May 13,
22 2013 with Meridian for a period of three (3) years beginning April 1, 2014 and ending March 31, 2017
23 with two (2) one (1) year options to extend the Agreement through March 31, 2018 and March 31, 2019,
24 respectively, hereinafter (“May 13, 2013 Agreement”); and

25 WHEREAS, the City exercised the first one (1) year option extending the Agreement through
26 March 31, 2018; and

27 WHEREAS, the City Council has determined that it is in the best interests of the City to enter
28 into a new Agreement with Meridian in accordance with the terms and conditions set forth herein.

29
30 NOW THEREFORE, BE IT ORDAINTED BY THE CITY COUNCIL OF THE CITY OF
31 FLORISSANT , MISSOURI, AS FOLLOWS:

32
33 Section 1. The Mayor of the City of Florissant is hereby authorized to enter in to and
34 exclusive license agreement with Meridian Waste Missouri, LLC for the purpose of providing solid waste
35 collection services for residential properties within the City, a copy of such contract is attached hereto and
36 incorporated by reference herein.

37 Section 2. This ordinance shall be in full force and effect from and after the date of its
38 passage by the City Council.

39
40 Adopted this _____ day of _____, 2017.

41 _____
42 Jackie Pagano
43 President of the City Council

44
45 Approved this _____ day of _____, 2017.

46
47 _____
48 Thomas P. Schneider
49 Mayor

50 ATTEST:
51 _____
52 Karen Goodwin, MMC/MRCC
53 City Clerk

**EXCLUSIVE RESIDENTIAL SOLID
WASTE COLLECTION SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2017, by and between the CITY OF FLORISSANT, a municipal corporation located in St. Louis County, Missouri (“City”), and MERIDIAN WASTE MISSOURI LLC, a Missouri Limited Liability Corporation, (“Meridian”).

WHEREAS, the City issued a Request for Proposal in 2008 soliciting bids for contracts to provide solid waste collection services for residential properties within the City; and

WHEREAS, the City determined that it was in the best interests of the City and its residents to enter into an Agreement with Meridian; and

WHEREAS, pursuant to Ordinance 7569, the City entered into an Agreement with Meridian in 2009 and, pursuant to Ordinance 7771, the City entered into an Addendum with Meridian to the Agreement in 2011 extending the Agreement through March 31, 2014; and

WHEREAS, Meridian proposed to enter into a new agreement with the City in 2013 and the City determined that it was in the best interests of the City and its residents to enter into such an Agreement with Meridian; and

WHEREAS, pursuant to Ordinance 7968, the City entered into an Agreement DATED May 13, 2013 with Meridian for a period of three (3) years beginning April 1, 2014 and ending March 31, 2017 with two (2) one (1) year options to extend the Agreement through March 31, 2018 and March 31, 2019, respectively, hereinafter (“May 13, 2013 Agreement”); and

WHEREAS, the City exercised the first one (1) year option extending the Agreement through March 31, 2018; and

WHEREAS, the City Council has determined that it is in the best interests of the City to enter into a new Agreement with Meridian in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The exclusive Residential Solid Waste Collection Services Agreement dated January 14, 2009, together with the Addendum thereto, which was due to expire on March 31, 2014, was reaffirmed and restated in the May 13, 2013 Agreement, and it is further agreed and understood that, except as otherwise set forth herein, such terms and conditions are reaffirmed and restated, as if fully set forth herein, granting to Meridian an exclusive agreement for the collection, transportation, processing and disposal of solid waste for all residential properties within the corporate limits of the City of Florissant for an additional term of three (3) years, but commencing on the execution of this Agreement (“Effective Date”) and ending March 31, 2020 with two one (1) year options that could extend the Agreement through March 31, 2022 and March 31, 2023, respectively, at the mutual agreement of the City and Meridian in accordance with the terms set forth herein. In order to exercise either one (1) year option, the Mayor, with the consent and approval of the City Council, must send Meridian written notification of its intent to exercise its option at least six (6) months prior to the expiration of the term.

2. Meridian shall provide the services described in and in accordance with the terms and conditions of the January 14, 2009 Agreement and the Request for Proposal dated July 7, 2008 (“RFP”), together with the Addendum thereto, as agreed upon by the parties, and the terms and conditions of the May 13, 2013 Agreement, including the description of services and the

prices set forth therein and attached as “A” and “B” respectively (hereinafter the “Contract Documents”), except as follows:

- (a) Rates commencing on the Effective Date of this Agreement and ending on March 31, 2020 shall be:
 - (i) Trash and Recycle - \$15.50 per month;
 - (ii) Yard Waste:
 - \$8.15 per month for unlimited collection if service provided all year;
 - \$8.50 per month if service is provided 3 months at a time, with the service limited to 210 gallons per pick-up;
 - (iii) Bulk pick-up is available on the third pick-up of the month when scheduled with Meridian in advance, and shall be free for 2 items of 60 lbs. or less during the calendar year with such service commencing on the Effective Date;
 - (iv) Bulk items in addition to the 2 items set forth above or bulk items in excess of 60 lbs. shall be \$15.00 per item;
 - (v) White Goods are on a call basis shall be at \$20.00 per item;
 - (vi) Christmas Trees pick-up at curb shall be at no charge, plus both parks for the month of January;
 - (vii) 96 gallon roll-out cart charge is \$3.50 per month, but Meridian shall supply a waste cart at no charge for all residential customers by April 1, 2018 and will notify customers and offer various size carts in January, 2018 with distribution of carts commencing in March/April, 2018. If additional carts are needed by a customer, there will be a monthly charge of \$3.50 for such roll-out cart with a 50% discount for all seniors;
 - (viii) Carts and pick-up/disposal for Valley of Flowers and Fall Festival shall be at no charge; and
 - (ix) Seniors will receive a 50% discount on all charges for service.
- (b) “Seasonal yard waste pick-ups” will be provided the 2nd pick-up of the month during April, July, November and December (up to 300 gallons, approximately 10 bags) at no charge to residents without yard waste service. This service shall commence on the Effective Date;
- (c) All City facilities will receive service at no charge commencing on the date of the Effective Date and upon notification from the City to Meridian;
- (d) On the Effective Date and upon notification from the City to Meridian, Meridian shall pick up and transport all roll-off dumpsters at no charge, but City will pay the tonnage fee for disposal;
- (e) April 1, 2021 – March 31, 2023, if options are exercised:

- (i) Trash and Recycle - \$15.97 per month;
- (ii) All other pricing shall be as set forth above and seniors continue to receive a 50% discount on all charges for services.
- (f) Meridian is entitled to add a fuel surcharge to the subsequent residential billing cycle if, and only if, fuel costs exceed \$3.25 provided that:
 - (i) Meridian provides documentation to the City of the average Monthly/Quarterly fuel consumption in gallons for residential services;
 - (ii) Meridian provides documentation showing their actual fuel cost per gallon has exceeded \$3.25 per gallon;
 - (iii) The cost exceeding \$3.25 per gallon will be multiplied by the average number of gallons used per Month/Quarter; and
 - (iv) The cost of \$3.25 per gallon will be divided by the number of residential customers.
 For example, 700 gal of fuel used per month x's three months = 21,000 gallons of fuel for the quarter. The increase is .25 (21,000 x .25 = \$5,250.00). \$5,250.00 divided by 17,250 residents = .31 per-home fuel surcharge.

The surcharge shall be removed at such time as fuel cost drops below the \$3.25 per gallon.

3. Meridian shall provide and maintain the Certificate of Insurance and the Performance Bond or Letter of Credit, as required in the Contract Documents.

4. The rights and privileges granted hereunder are granted solely to Meridian, and cannot, in any event, be sold, transferred, leased, assigned or disposed of, in whole or part, either by forced or involuntary sale or by a voluntary sale, merger, consolidation or otherwise without prior consent of the City Council of the City, but such consent shall not be unreasonably withheld.

5. This Agreement shall be binding upon Meridian and all of its successors, lessors and/or assignees, as may be approved by the City.

6. This Agreement and the Contract Documents constitute the entire Agreement between the parties but these terms are subject to the provisions of Chapter 220 of the City of Florissant Code of Ordinances, and any amendments thereto, except as the terms and provisions of this Agreement and/or the Contract Documents are inconsistent with the provisions of

Chapter 220, in which event the provisions of this Agreement and/or Contract Documents shall control. Nothing herein shall be construed as an abrogation by the City of its police powers.

7. In addition to the terms set forth in the Contract Documents, City reserves the right to immediately terminate this Agreement and revoke the rights and privileges of Meridian in the event that Meridian:

(a) Violates any material provision of this Agreement, Contract Documents or City Ordinances, including, but not limited to, the Meridian's failure to provide collection services specified in the Contract Documents for any consecutive three (3) day period; or

(b) Fails to provide or maintain in full force and effect, the liability indemnification coverages or performance bond as required herein; or

(c) Violates any reasonable orders or rulings of any regulatory body having jurisdiction over Meridian relative to the collection, disposal or processing of solid waste unless such orders or rulings are being contested by Meridian as authorized by law; or

(d) Meridian becomes insolvent, is placed in receivership, is unable or unwilling to pay its debts, is adjudged bankrupt, or any bankruptcy proceedings are filed by or against Meridian.

8. Meridian agrees, by its acceptance of this Agreement, that it will hold the City, its officers, employees, and elected officials harmless for and indemnify and defend the City against any and all claims, causes of action, damages, liabilities and expenses, including, but not limited to, damages, investigative fees, attorney fees, court costs, interest and penalties, arising out of any act or omission of the Meridian, its employees or agents; in the performance or failure to perform under this Agreement and the Contract Documents.

9. Meridian shall bill and collect from the residents the amounts specified in Exhibit A of the Contract Documents in the manner and at such times as set forth therein.

10. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

11. Any notice, demand or request required to be given under this agreement shall be personally delivered or sent by U.S. Certified or Registered mail, return receipt requested, postage prepaid, addressed to:

City: City of Florissant
Attn: Mayor Thomas P. Schneider
955 Rue St. Francois
Florissant, MO 63031

Contractor: MERIDIAN WASTE MISSOURI LLC
Attn: Mr. Charles E. Barcom, Jr.
12864 Pennridge Drive
Bridgeton, MO 63044

IN WITNESS WHEREOF, the parties hereto execute this Agreement the day and year first above written.

CITY OF FLORISSANT

By: _____
Thomas P. Schneider
Mayor

(SEAL)

ATTEST:

Karen Goodwin
City Clerk

MERIDIAN WASTE MISSOURI LLC

By: _____

Title: _____

(SEAL)

ATTEST:

1 INTRODUCED BY COUNCIL AS A WHOLE
2 JUNE 26, 2017

3

4 BILL NO. 9291

ORDINANCE NO.

5 **AN ORDINANCE TO ENABLE THE CITY OF FLORISSANT,**
6 **MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS**
7 **§67.2800 TO §67.2835, RSMO, THE “PROPERTY ASSESSMENT**
8 **CLEAN ENERGY ACT,” AND STATING THE TERMS UNDER**
9 **WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER**
10 **OF SUCH DISTRICT.**

11 WHEREAS, the 95th General Assembly of the State of Missouri has adopted the
12 Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of
13 Missouri (the “PACE Act”); and

14 WHEREAS, it is in the best interests of the health, safety, and welfare of the City of
15 Florissant, Missouri and its residents to encourage the development, production, and efficient use
16 of clean energy and renewable energy, as well as the installation of energy efficiency
17 improvements to publicly and privately owned real property; and

18 WHEREAS, the primary intent of funding energy efficiency and renewable energy
19 improvements pursuant to the PACE Act is to promote the public purposes described above; and

20 WHEREAS, Section §67.2810.1, RSMo authorizes one or more Municipalities(as
21 defined in Section §67.2800.7, RSMO) to establish a Clean Energy Development Board to
22 initiate and administer a Property Assessed Clean Energy (“PACE”) Program so that owners of
23 qualifying property can access funding for energy efficiency improvements or renewable energy
24 improvements to the properties located in such Municipalities; and

25 WHEREAS, on June 15, 2015, a clean energy development board named Show Me
26 PACE was created with the intention that all Municipalities (as defined in the PACE Act) within
27 the State of Missouri would be eligible to join and participate by approving an appropriate
28 ordinance or resolution; and

29 WHEREAS, it is in the best interests of the City of Florissant, Missouri and its residents
30 to join and participate in Show Me PACE.

31 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
32 FLORISSANT, MISSOURI, AS FOLLOWS:

33

34 **SECTION 1:** The City of Florissant hereby approves and authorizes joining and participating in
35 Show Me PACE based on the following:

36 A. Title and Definitions.

37 1. Title. This Ordinance shall be known and may be cited as “Florissant Missouri Property
38 Assessed Clean Energy Ordinance.”

39 2. Definitions. Except as specifically defined below, words and phrases used in this
40 Ordinance shall have their customary meanings. Words and phrases defined in Section
41 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined
42 meanings when used in this Ordinance. As used in this Ordinance, the following words
43 and phrases shall have the meanings indicated.

44 a. “Show Me PACE” or “District” means the Show Me PACE Clean
45 Energy Development Board.

46
47 b. “PACE Assessment” means a special assessment made against
48 qualifying property in consideration of PACE Funding.

49
50 c. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the
51 District for an energy efficiency, water conservation or renewable energy
52 improvement.

53
54 d. “Qualifying Property” means real property located in Florissant Missouri that satisfies
55 the criteria set forth in the PACE Act.

56 B. Program Administration. Show Me PACE shall administer the functions of a PACE
57 program within the City/County by:

- 58 1. providing property owners with an application to apply for PACE Funding;
59 2. developing standards for the approval of projects submitted by Qualifying Property
60 owners;
61 3. reviewing applications and selecting qualified projects;
62 4. entering into Assessment Contracts with Qualifying Property owners;
63 5. providing a copy of each executed Notice of Assessment to the County Assessor and
64 causing a copy of each such Notice of Assessment to be recorded in the real estate
65 records of the Recorder of Deeds for the County;
66 6. authorizing and disbursing PACE Funding to the Qualifying Property owners;
67 7. receiving the PACE Assessment from the County Collector;
68 8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
69

70 9. exercising all powers granted by Section 67.28 10.2 of the Missouri Revised Statutes,
71 as amended, including, but not limited to, the power to levy and collect the PACE
72 Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

73

74 C. Liability of the City of Florissant Officials: Liability of the City.

75 Notwithstanding any other provision of law to the contrary, officers and other officials of
76 Florissant, Missouri shall not be personally liable to any person for claims, of whatever kind or
77 nature, under or related to the City's participation in the PACE program, including, without
78 limitation, claims for or related to uncollected PACE Assessments. Florissant, Missouri has no
79 liability to a property owner for or related to energy savings improvements funded under a PACE
80 Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a
81 unit of the City.

82

83 D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property
84 which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and
85 regulations in effect at that time.

86 E. Florissant as a Non-Party. Florissant, Missouri shall not be a party to any PACE Funding
87 agreement, loan, or other commitment, however denominated, executed between the District and
88 the owner(s) (or their representatives, together with any successors and assigns) of any
89 Qualifying Property.

90 SECTION 2: Florissant, Missouri declares its intent that the provisions of this Ordinance shall
91 be in conformity with federal and state laws. The County enacts this Ordinance pursuant to
92 Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

93 SECTION 3: Florissant, Missouri does hereby request that it be approved by the Board of
94 Directors of Show Me PACE as a duly authorized participant in the District. The City hereby
95 approves the Show Me PACE Cooperative Agreement among the District and the participating
96 Municipalities in substantially the form attached hereto as Exhibit A (the "Cooperative
97 Agreement"). The Mayor of the City of Florissant is hereby authorized and directed to execute
98 the Cooperative on behalf of the City.

99 SECTION 4: The election of Florissant, Missouri to join the District shall in no way constitute
100 an obligation of the City necessitating any corresponding appropriation.

101 SECTION 5: The City Clerk is hereby authorized to deliver a duly executed copy of this
102 Ordinance to the Board of Directors of the District or its designee, together with the

103 jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and
104 geographic boundaries of the District.

105 SECTION 6: The officials and agents of the City of Florissant are hereby authorized and directed
106 to, take such actions and execute such other documents, certificates and instruments as may be
107 necessary or desirable to carry out and comply with the intent of this Ordinance.

108 SECTION 7: This Ordinance shall be in full force and effect from and after its passage and
109 approval.

110
111 PASSED BY THE CITY COUNCIL THIS ___DAY OF _____, 2016.

112
113
114 _____
115 Jackie Pagano
116 Council President

117
118 APPROVED THIS ___ DAY OF _____, 2016.

119
120 _____
121 Thomas P. Schneider
122 Mayor

123 Attest:

124
125 _____
126 Karen Goodwin, MMC/MRCC
127 City Clerk

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EXHIBIT A

SHOW ME PACE
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this “Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

RECITALS

WHEREAS, on (date), the (governing body) of [City/Village/County] adopted Ordinance No. (_____), creating Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

WHEREAS, pursuant to Section 67.28 10 of the PACE Act, more than one municipality may form a clean energy development board; and

WHEREAS, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.
2. Approval of Bylaws. The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.

176 3. Board of Directors. The members of the Board of Directors of Show Me PACE shall
177 be appointed in the manner described in the Bylaws.

178
179 4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me
180 PACE is authorized to exercise all clean energy development board powers permitted by the
181 PACE Act or other statute within the boundaries of the Municipality.

182
183 5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts
184 as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any
185 Municipality already participating in Show Me PACE shall be required for a new Municipality to
186 participate in Show Me PACE.

187
188 6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE
189 if such withdrawal will impact any existing property assessment clean energy financing
190 undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may
191 request, in writing, that Show Me PACE no longer undertake clean energy financing in the
192 Municipality's boundaries.

193
194 IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this
195 Cooperative Agreement to be executed as of the dates shown below:

196
197 Date: _____, 20____ SHOW ME PACE

198
199 By: _____
200 Josh Campbell, J.D., President

201
202 Date: _____, 20____ City/County of _____

203
204 Adopted Ordinance No. _____ joining
205 Show Me PACE on _____ ' 20____

206
207 By: _____

208
209 Name: _____

210
211 Title: _____

212

**RESOLUTION EXPRESSING THE FLORISSANT CITY COUNCIL’S SUPPORT
FOR EFFORTS TO REPEAL MISSOURI’S SO-CALLED “RIGHT-TO-WORK”
LAW.**

WHEREAS, the City of Florissant, Missouri, has a long standing and rich history of working with labor unions to promote fair wages, good benefits, workplace protections and equal opportunities and has passed numerous resolutions and action items in support of the right and freedom to unionize and collectively bargain for all Florissant workers; and

WHEREAS, across the country, workers are facing a barrage of legislative attacks at the local, state, and federal level which would restrict their rights to form unions and bargain collectively, including so-called “right-to-work” legislation; and

WHEREAS, so-called “right-to-work” laws make it more difficult for workers to organize and enter into a union contract to help pay for the expenses that the union incurs while protecting the rights of all employees; and

WHEREAS, on February 6, 2017, Missouri became the 28th state to enact an anti-union, so-called “right-to-work” law; and

WHEREAS, studies demonstrate that deceptively titled “right-to-work” laws drive down wages for all workers, including non-union members, women, and people of color. Workers living in so-called “right-to-work” states earn approximately \$1,500.00 less per year and sustain higher injury rates than workers in states without these laws. The wage disparity penalty is even worse for women and workers of color;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF FLORISSANT, MISSOURI THAT:

Section 1. That the City of Florissant, Missouri hereby reiterates its strong support for all workers to collectively bargain for their wages, benefits, working conditions, and other rights.

Section 2. That the City of Florissant, Missouri, recognizing that workers’ rights are civil rights, is committed to work in coordination with other like-minded individuals, organizations, and groups which may be opposed to so-called “right-to-work” laws either through political, legal, or other advocacy means.

Section 3. That the City of Florissant, Missouri advocates for the repeal of Missouri’s so-called “right-to-work” law and opposes all such laws that are being considered by a local, state or federal legislature.

Section 4. That the City of Florissant, Missouri fully supports the efforts to repeal Missouri’s so-called “right-to-work” law through a statewide referendum or by any other lawful means.

Adopted this 10th day of July, 2017.

Jackie Pagano
President of the Council

ATTEST:

Karen Goodwin, MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN SIAM
2 JULY 10, 2017

3
4 BILL NO. 9292

ORDINANCE NO.

5
6 **ORDINANCE TO APPROVE THE FINAL SUBDIVISION PLAT OF**
7 **“SURRY PLAZA II” FOR THE PROPERTY LOCATED AT 2710 N.**
8 **HWY 67.**
9

10 **WHEREAS**, Chapter 410 of the Florissant City Code, known as the Subdivision
11 Ordinance, authorizes the subdivision of properties within the City; and

12 **WHEREAS**, an application has been filed by Bridal Development Corporation
13 requesting approval of the Final Subdivision Plat of Surry Plaza II for the property located at
14 2710 N. Hwy 67; and

15 **WHEREAS**, the Planning and Zoning Commission of the City of Florissant, at their
16 meeting of June 19, 2017, has recommended that said final subdivision plat be approved; and

17 **WHEREAS**, due notice of public hearing no. 17-07-017 on said application to be held
18 on the 10th day of July, 2017 at 7:30pm by the Council of the City of Florissant was duly
19 published, held and concluded; and

20 **WHEREAS**, the Council, following said public hearing, and after due and careful
21 consideration, has concluded that the approval of the subdivision plat would be in the best
22 interest of the City of Florissant.

23
24 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
25 **FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

26
27 Section 1: The Final Subdivision Plat of Surry Plaza II for the property located at 2710
28 N. Hwy 67 in the City of Florissant, St. Louis County, Missouri a copy of which is attached
29 hereto and made a part hereof as if fully set out herein, is hereby approved.

30 Section 2: This ordinance shall become in full force and effect immediately upon its
31 passage and approval.

32 Adopted this _____ day of _____, 2017.

33
34 _____
35 Jackie Pagano
36 President of the City Council

37
38 Approved this _____ day of _____, 2017.

39
40 _____
41 Thomas P. Schneider
42 Mayor

43 ATTEST:

44
45 _____
46 Karen Goodwin, MMC/MRCC
47 City Clerk

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION



SECRETARY
Allen G. Minick 6-19-17
SIGN. DATE:

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN. *[Signature]* DATE: 6-19-17
City Of Florissant - Public Works
314-839-7648

Application is hereby made to the Building Commissioner of the Department of Public works Office at the City of Florissant, Missouri, to appear before the Planning & Zoning Commission

Please Print or Type The Following Information

Property Address: 2710 N. Highway 67
Property Owners Name: Bridle Development Corp. Phone #: 314-567-9944
Property Owners Address: 727 Craig Road, Suite 100
Business Owners Name: Raising Cane's Restaurants, LLC Phone #: 972-769-3364
Business Owners Address: 6800 Bishop Road Plano, TX 75024
DBA (Doing Business As) Raising Cane's Chicken Fingers
Authorized Agents Name: Debbie L. Stosz CO. Name: Premier Civil Engineering
(Authorized Agent to Appear Before The Commission)
Agents Address: 308 TCW Court, Lake Saint Louis, MO 63367 Phone #: 314-925-7453
Request Recommended Approval of a Major Subdivision

State complete request (print or type only).

IF A TRAFFIC STUDY IS REQUIRED FOR CERTAIN DEVELOPMENTS AND USES THE COST OF THE TRAFFIC STUDY SHALL BE PAID BY THE APPLICANT. PLEASE SUBMIT FOLDED PLANS

[Signature]
Applicant's Signature

2-16-2017
Date

OFFICE USE ONLY

Received by: _____ Receipt # _____ Amount Paid: _____ Date: _____

STAFF REMARKS: _____

DATE APPLICATION REVIEWED: _____

COMMISSION ACTION TAKEN:

SIGNATURE OF STAFF WHO REVIEWED APPLICATION

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN.

[Signature]

DATE: 6-19-17



SECRETARY

Allen G. Munds 6-19-17
SIGN. DATE:

City Of Florissant – Public Works
314-839-7648

Application is hereby made to the Building Commissioner of the Department of Public works Office at the City of Florissant, Missouri, to appear before the Planning & Zoning Commission

Please Print or Type The Following Information

Property Address: 2710 N. Highway 67

Property Owners Name: Bridle Development Corp. Phone #: 314-567-9944

Property Owners Address: 727 Craig Road, Suite 100

Business Owners Name: Raising Cane's Restaurants, LLC Phone #: 972-769-3364

Business Owners Address: 6800 Bishop Road Plano, TX 75024

DBA (Doing Business As) Raising Cane's Chicken Fingers

Authorized Agents Name: Debbie L. Stosz CO. Name: Premier Civil Engineering
(Authorized Agent to Appear Before The Commission)

Agents Address: 308 TCW Court, Lake Saint Louis, MO 63367 Phone #: 314-925-7453

Request Recommended Approval of a Major Subdivision

State complete request (print or type only).

IF A TRAFFIC STUDY IS REQUIRED FOR CERTAIN DEVELOPMENTS AND USES THE COST OF THE TRAFFIC STUDY SHALL BE PAID BY THE APPLICANT. PLEASE SUBMIT FOLDED PLANS

Applicant's Signature

Date

Received by: CT Receipt # 598598958 OFFICE USE ONLY Amount Paid: 125 Date: 2/16/17

STAFF REMARKS:

DATE APPLICATION REVIEWED: 6/13/17

COMMISSION ACTION TAKEN:

SIGNATURE OF STAFF WHO REVIEWED APPLICATION
[Signature]

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MEMORANDUM



CITY OF FLORISSANT- BUILDING DEPARTMENT

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

To: Planning and Zoning Commissioners Date: June 13, 2017
From: Philip E. Lum, AIA-Building Commissioner c: Louis B. Jearls, Jr. - P.E.,
PWL Director Public Works
Deputy City Clerk
Applicant
File
Subject: Request Recommended Approval of a **Final Plat for 2710 N. Highway
67 Raising Cane's** in an existing 'B-3' Zoning District.

STAFF REPORT
CASE NUMBER PZ-061917-2

I. PROJECT DESCRIPTION:

The request before the commission is for Recommended Approval of a Final Plat located at 2710 N. Highway 67 from 'B-3' Extensive Business District. The site was already rezoned to a 'B-5' Planned Commercial District to allow for the redevelopment of the shopping center and a sit-down, carryout restaurant with drive-up service. The property is approximately 4.08 acres to be subdivided into 2 lots. Lot A is proposed to be 1.18 acres, with a new restaurant. **Drawings included are Final Plat V-3 dated 7/29/16.**

II. EXISTING SITE CONDITIONS:

The property currently has a vacant bank building to be removed and parking area.

III. SURROUNDING PROPERTIES:

The property to the West is an Auto Parts store in a 'B-3' District, the properties to the south are in the 'R-4' Single Family Dwelling District and includes 2735, 2745, 2765, 2785, 2795, 2805 and 2815 Sorrell Drive.

40 **IV. STAFF ANALYSIS:**

41 1. The application is accompanied by professionally completed Plat identified as
42 drawing V-3 date 7/29/16.

43
44 2. Final Plat Review: A copy of the Major Subdivision Administrative Review
45 completed by the City Engineer. This review covers comments for both Preliminary Plat
46 review and Final Plat Review. Mr. Goldkamp has informed us that all comments were
47 answered in satisfactory manner by the revision drawings and the items were to be placed
48 on the agenda.

49
50 3. A recommendation from the Commission is required per 410.020 of the Zoning
51 Code:

52 3. "Final plat.

- 53 a. *After all public or common use improvement plans have been approved by the Director of Public*
54 *Works, the petitioner shall submit two (2) copies of the final plat for review and approval. The*
55 *Director of Public Works will review the final plat for conformity to the requirements of the*
56 *subdivision and zoning ordinances and with current engineering practice and shall complete the*
57 *applicable portion of the administrative review form. If the final plat does not comply with all*
58 *requirements, one (1) copy will be returned, with deficiencies noted, for correction and*
59 *resubmittal. Should more than one (1) resubmittal be required, an additional application fee will*
60 *be charged.*
- 61 b. *Upon approval of the final plat by the Director of Public Works, the petitioner shall submit the*
62 *original of the final plat, fully signed and executed by all parties having a legal interest in the*
63 *property, including mortgage holders, together with twenty-one (21) copies of the approved final*
64 *plat. The date shown on the plat shall be the date of approval by the Director of Public Works.*
65 *The original of the plat shall be on tracing cloth (linen), drafting film (mylar) or equivalent*
66 *material suitable for recording and permanent recordkeeping.*
- 67 c. *The petitioner shall also submit with the original of the approved final plat the following:*
- 68 1) *A copy of the indentures, if any, containing deed restrictions and establishing trusts, unless*
69 *these items are set out in full text on the final plat. If separate indentures are to be recorded,*
70 *they shall be referenced by notes on the final plat. If no indentures pertain to the subdivision,*
71 *this fact shall be noted on the final plat.*
 - 72 2) *A certificate from St. Louis County showing that all taxes due have been paid.*
 - 73 3) *A set of plans for each type of building to be constructed in the subdivision, including floor*
74 *plans, elevations, color scheme, materials of construction, landscaping and siting of the*
75 *buildings on the lots. Such plans must be sufficient to allow review of the structural and*
76 *landscaping improvements proposed against the standards of good architecture, civic design,*
77 *the character of the neighborhood, and the requirements of all other ordinances of the City of*
78 *Florissant. When the petitioner intends to sell improved lots in all or part of the subdivision*
79 *without buildings erected thereon, he/she may certify this intent in writing in lieu of this*
80 *requirement.*
 - 81 4) *A letter from the local postmaster approving the names of the proposed streets and the*
82 *proposed system of addresses along such streets.*
 - 83 5) *A letter from the St. Louis County Recorder's office approving the proposed name of the*
84 *subdivision.*
 - 85 6) *A completed and executed land subdivision surety bond, escrow agreement or certificate of*
86 *completion of all required improvements as required by Sections 410.050(8)(a) and*
87 *410.050(8)(b).*
 - 88 7) *A completed and executed water main agreement, if the subdivision is to be served by the City*
89 *of Florissant Water Company, or proof that water lines and hydrants have been or will be*
90 *installed and maintained by another public utility in conformance with Sections*
91 *410.050(8)(c)(10) or 410.050(8)(c)(11).*

- 92 d. No final plat shall be placed on the agenda for review by the Planning and Zoning Commission
93 until all above items have been received by the Director of Public Works. Upon receipt of the
94 required documentation, the final plat shall be placed upon the next available agenda for
95 consideration by the Planning and Zoning Commission.
96 e. The Planning and Zoning Commission may recommend approval, approval with conditions or
97 disapproval of the proposed final plat. If the Commission recommends approval with conditions
98 and the conditions are acceptable to the petitioner, the petitioner shall make any necessary
99 changes in the final plat and shall resubmit the original and twenty-one (21) copies of the revised
100 plat to the Director of Public Works for verification that the conditions required have been
101 incorporated. The date of the revisions shall be shown on the plat. The Commission may require
102 that the revised final plat be resubmitted for their review, or they may elect to allow the plat to be
103 presented to the City Council directly after verification of the revisions by the Director of Public
104 Works.
105 f. The recommendation of the Commission shall be noted on the original plat over the signatures of
106 both the Chairman and the Secretary of the Commission. The original plat shall then be
107 forwarded to the City Council for their consideration.
108 g. Upon the issuance of a recommendation by the Planning and Zoning Commission, the City
109 Council shall set a public hearing on such final plat provided that the petitioner has deposited
110 funds with the City Clerk sufficient to cover the anticipated cost of advertising such public
111 hearing. If no recommendation has been made by the Planning and Zoning Commission within
112 sixty (60) days of the first (1st) meeting of the Commission to consider such final plat, the
113 petitioner may request the City Council to set a public hearing on such final plat by filing a
114 written request thereof with the City Clerk together with any required deposit to cover the
115 anticipated costs of advertising such public hearing. Upon receipt of such written request and the
116 deposit for advertising costs, the City Council shall set a public hearing and in the absence of a
117 recommendation from the Planning and Zoning Commission, the Planning and Zoning
118 Commission shall be deemed to have made a recommendation of approval.
119 h. At least fifteen (15) days' notice of such public hearing shall have been published in a legal
120 newspaper of general circulation within the City of Florissant giving the time, date, place and
121 purpose of such hearing, but no public hearing shall be commenced until the petitioner has
122 provided payment for the notice of publication of such public hearing. If such payment is not
123 provided by the petitioner within sixty (60) days of submission of a bill thereto, the petition shall
124 be deemed abandoned and the request for public hearing withdrawn.
125 i. Upon enactment of an ordinance approving a final plat, the City Clerk shall certify such
126 enactment on the face of the original plat and shall return the plat to the petitioner for recording.
127 Two (2) copies of the final plat, with the book and page where recorded noted thereon, shall be
128 filed with the City Clerk after recording. No building permits shall be issued for any subdivision
129 until said two (2) copies of the recorded plat have been filed with the City Clerk."
130

131 **V. STAFF RECOMMENDATIONS:**

132 The Final Plat was reviewed and approved by the City Engineer as part of the process and
133 as a condition required for submission of a mylar for recording. Staff recommends the
134 Subdivision as submitted and any additional requirements the Commission would
135 entertain regarding this development.
136
137

138 **Suggested Motion**

139 I move to recommend approval the final plat as presented, per the drawing (Survey 1115-
140 0024 revision date 2/9/16) and recommend that the Final Plat be forwarded for
141 consideration by the City Council.

142 (end report)

CITY OF FLORISSANT



PUBLIC HEARING NOTICE

Notice is hereby given in accordance with Chapter 410.020 of the Florissant Code of Ordinances, the Subdivision Ordinance, as amended, that a Public Hearing will be held by the City Council of the City of Florissant, St. Louis County, Missouri, in the Council Chambers, 955 rue St. Francois, on Monday, July 10, 2017 at 7:30 p.m. on the following proposition:

To approve the final subdivision plat of "Surry Plaza II" for the property located at 2710 N. Hwy. 67 (legal description to govern). Citizens and parties of interest will have the opportunity to be heard at said public hearing. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or TDD 839-5142.

CITY OF FLORISSANT, Karen Goodwin, CMC, City Clerk.

1 INTRODUCED BY COUNCILWOMAN PAGANO
2 JULY 10, 2017

3
4 BILL NO. 9293

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING AN APPROPRIATION OF \$36,000 FROM**
7 **THE GENERAL REVENUE FUND TO ACCOUNT NO. 4929 “POLICE**
8 **BUILDING MAINTENANCE” FOR THE PURPOSE OF PAINTING THE**
9 **JAIL CELL AREA.**

10
11 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS
12 COUNTY, MISSOURI, AS FOLLOWS:
13

14 Section 1: There is hereby appropriated and set apart from the General Revenue Fund of
15 the City of Florissant the sum of \$36,000 to Budget Account No. 4929 “Police Building
16 Maintenance” for the purpose of painting the jail cell area.

17 Section 2: This ordinance shall become in force and effect immediately upon its
18 passage and approval.

19
20 Adopted this ____ day of _____, 2017.

21
22 _____
23 Jackie Pagano
24 President of the Council
25 City of Florissant
26

27 Approved this ____ day of _____, 2017.

28
29 _____
30 Thomas P. Schneider
31 Mayor, City of Florissant
32

33
34 ATTEST:

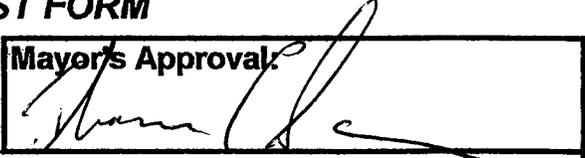
35
36 _____
37 Karen Goodwin, MMC/MRCC
38 City Clerk
39

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

Date: 7/5/17

Mayor's Approval: _____



Agenda Date Requested: 7/10/17

Description of request: Request an appropriation to account 4929 in the amount of \$36,000.00 for the painting of jail cells. We request this appropriation from best 3490 - General Revenue Fund

Department: Police

Recommending Board or Commission: _____

Type of request:

Ordinances	X	Other	X
Appropriation	✓	Liquor License	
Transfer		Hotel License	
Zoning Amendment		Special Presentations	
Amendment		Resolution	
Special Use Transfer		Proclamation	
Special Use		Subdivision	
Budget Amendment			
	Y/N		Y/N

Public Hearing needed: Yes / No

3 readings? : Yes / No

Back up materials attached:		Back up materials needed:	
Minutes		Minutes	
Maps		Maps	
Memo	X	Memo	
Draft Ord.		Draft Ord.	

Note: Please include all attachments necessary for documents to be generated for inclusion on the Agenda. All agenda requests are to be turned in to the City Clerk by 5pm on Tuesday prior to the Council meeting.

For City Clerk Use Only:
 Introduced by: _____
 PH Speaker: _____

Handwritten: 1/363

FLORISSANT POLICE DEPARTMENT

MEMORANDUM

Date: 07-05-2017

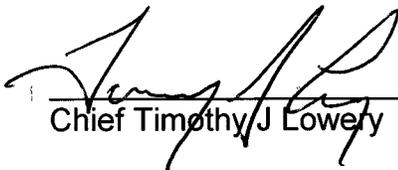
To: Mayor Schneider

From: Chief Timothy Lowery

Subject: Painting Jail Cell Area

Sir;

The Jail Cell Area of the police station is in need of painting. This is annual maintenance that is required for this area. The last time this area was painted was more than 15 years ago. The painting of this area requires a special type of paint that must be applied by a painting contractor. Bid requests were sent out and an acceptable bid was returned in the amount of \$32,816.00. I am also adding 10 % to the bid to cover any unexpected contingencies. The total transfer amount requested is \$36,000.00 from General Revenue to our Building Maintenance Account #4929.



Chief Timothy J Lowery