



FLORISSANT CITY COUNCIL AGENDA

**City Hall
955 rue St. Francois
Monday November 25, 2019
7:30 PM
Karen Goodwin, MMC/MRCC**



I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

- Meeting minutes of November 11, 2019

IV. HEARING FROM CITIZENS

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

V. COMMUNICATIONS

VI. PUBLIC HEARINGS

19-11-030 Memo	Request to amend the Zoning Code to add signage regulations to restrict Short Term Loan establishments. (Planning and Zoning recommended approval on 10/21/19) (postponed to this day on 11/11/19)	John Hessel
19-11-031 Application Staff Rpt	Request to amend the Zoning Code to add State Substance Awareness Traffic Offender Program, probation service, theft offense, domestic violence and substance abuse service establishments as a Special Use. (Planning and Zoning recommended approval on 11/4/19)	Phil Lum

VII. OLD BUSINESS

A. *BILLS FOR SECOND READING*

9555 Budget	Ordinance adopting the budget for the City of Florissant for the fiscal year commencing on December 1, 2019 and ending on November 30, 2020 and providing for its effective date.	Council as a whole
9556 Contract	Ordinance repealing ordinance no. 8472 and authorizing the Mayor of the City of Florissant to enter into a contract with the law firm of Lewis, Rice, represented by John M. Hessel for legal services for the City of Florissant commencing on December 1, 2019 and ending on November 30, 2020.	Council as a whole
9557 Contract	Ordinance authorizing the Mayor of the City of Florissant to enter into a user agreement for dispatch equipment for the interoperable radio system with St. Louis County, Missouri.	Council as a whole

VIII. *NEW BUSINESS*

A. *BOARD APPOINTMENTS*

B. *REQUESTS*

Special Use Transfer (Ward 7)	Request to accept the application for a transfer of Special Use Permit no. 5724 from 367 Pizza Company to Florissant IMG Pizza, Inc. d/b/a Imo's Pizza located at 1939 Washington Street.	David Glore
-------------------------------	---	-------------

C. *BILLS FOR FIRST READING*

9560 Memo	Ordinance authorizing an amendment to Table XIV-L "Stopping, Standing Or Parking Prohibited Between 7:00 A.M. and 5:00 P.M. on Monday thru Friday" by adding certain locations.	Siam
9561 Contract	Ordinance authorizing the Mayor of the City of Florissant to enter into a user agreement for the interoperable radio system with St. Louis County, Missouri.	Council as a whole
9562 Memo	Ordinance supporting the Transportation Improvement Program (TIP) Application for the funding of the improvement of rue St. Denis Street through the East-West Gateway Council of Governments and the Missouri Department of Transportation (MoDOT).	Council as a whole

9563 Memo	Ordinance to authorize the Mayor of the City of Florissant to enter into an agreement with the St Louis County Board of Police Commissioners to allow Officer Dan Beirmann to serve as an instructor at the St. Louis County Police Academy.	Council as a whole
9564	Ordinance authorizing an amendment to section 405.125 “B-3 Extensive Business District” subsection K “Special Use Permits” by adding signage regulations to Short Term Loan Establishments.	Parson
9565	Ordinance authorizing an amendment to Section 405.161 (D) “Historic Business District, Subsection 6 “Special Use Permits” by adding a new use “State Substance Awareness Traffic Offender Program, probation service, theft offense, domestic violence and substance abuse service establishments”.	Henke
9566 Memo	Ordinance authorizing an appropriation of \$38,000 from the Capital Improvement Fund to Account no. 03-5-03-20030 “Debt Payment Eq/lease purchase”.	Caputa
9567 Memo	Ordinance authorizing an appropriation of \$30,000 from the Park Improvement Fund to Account no. 09-5-09-20030 “Debt Payment Eq/lease purchase”.	Caputa
9568 Memo	Ordinance authorizing various transfers within General Fund accounts to better classify expenses between account categories.	Caputa
9569	Ordinance authorizing a transfer of Special Use Permit no. 5724 from 367 Pizza Company to Florissant IMG Pizza, Inc. d/b/a Imo’s Pizza for the operation of a restaurant located at 1939 Washington Street.	Pagano

IX. COUNCIL ANNOUNCEMENTS

X. MESSAGE FROM THE MAYOR

XI. ADJOURNMENT

THIS AGENDA WAS POSTED AT THE FLORISSANT CITY HALL on NOVEMBER 22TH, 2019 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 NOVEMBER 25, 2019.

CITY OF FLORISSANT



COUNCIL MINUTES

November 11, 2019

The Florissant City Council met in regular session at Florissant City Hall, 955 rue St. Francois on Monday, November 11, 2019 at 7:30 p.m. with Council President Caputa presiding. The Chair asked everyone in attendance to stand and join in reciting the Pledge of Allegiance. Council President Caputa invited Boy Scout Troop member, Caleb, who was present at the meeting, to lead the Pledge of Allegiance.

On Roll Call the following Councilmembers were present: Pagano, Parson, Siam, Harris, Jones, Eagan, Caputa, Schildroth and Henke. Also present was Mayor Timothy Lowery, City Clerk Karen Goodwin and acting City Attorney Robert Golterman. A quorum being present the Chair stated that the Council Meeting was in session for the transaction of business.

Councilman Henke moved to approve the Meeting Minutes and Executive Minutes of October 28, 2019, seconded by Schildroth. Motion carried.

The next item on the Agenda was *Hearing from Citizens* of which there were none.

The next item on the Agenda was *Communications*.

1. Memo, received November 7, 2019 from Rob Hoffman regarding live music.

2. Memo, dated November 7, 2019 from Mary Szynwelski regarding a transcript of a meeting on October 11, 2019.

The next item on the Agenda was *Public Hearings*.

The City Clerk reported that Public Hearing #19-11-030 to amend the Zoning Code to add signage regulations to restrict Short Term Loan establishments had been advertised in substantially the same form as appears in the foregoing publication and by posting the same. The Chair declared the Public Hearing to be open and invited those who wished to be heard to come forward. The Chair asked if there were any citizens would like to speak on said public hearing. Being no citizens who wished to speak, Councilman Caputa moved to postponed P.H. #19-11-030 until 11/25/2019 at which time Mr. Hessel would be present, seconded by Siam. Motion carried.

The Chair stated that the next item on the agenda was Second Readings.

34 Councilman Henke moved that Bill No. 9549 Ordinance to authorize a Special Use Permit to
35 Bing's Seafood Café d/b/a Cajun Crab to allow for a sit-down, carry-out restaurant for the property
36 located at 630 N. Highway 67 be read for a second time, seconded by Caputa. Motion carried and Bill
37 No. 9549 was read for a second time. Councilman Henke moved that Bill No. 9549 be read for a third
38 time, seconded by Eagan. Motion carried and Bill No. 9549 was read for a third and final time and
39 placed upon its passage.

40 Before the final vote all interested persons were given an opportunity to be heard. Being no
41 citizens who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris
42 yes, Jones yes, Eagan yes, Caputa yes, Schildroth yes and Henke yes. Whereupon the Chair declared
43 Bill No. 9549 to have passed and became Ordinance No. 8567.

44 Councilwoman Pagano moved that Bill No. 9550 Ordinance authorizing a Transfer of Special
45 Use Permit No. 6431 from Twinkle Enterprises, Inc. d/b/a Subway Sandwich Shop to Dan Asewe, LLC
46 d/b/a Subway for the operation of a restaurant at 62 Grandview Plaza Shopping Center be read for a
47 second time, seconded by Henke. Motion carried and Bill No. 9550 was read for a second time.
48 Councilwoman Pagano moved that Bill No. 9550 be read for a third time, seconded by Siam. Motion
49 carried and Bill No. 9550 was read for a third and final time and placed upon its passage.

50 Before the final vote all interested persons were given an opportunity to be heard. Being no
51 citizens who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris
52 yes, Jones yes, Eagan yes, Caputa yes, Schildroth yes and Henke yes. Whereupon the Chair declared
53 Bill No. 9550 to have passed and became Ordinance No. 8568.

54 Councilman Caputa moved that Bill No. 9551 Ordinance approving the Community
55 Development Block Grant (CDBG) FY 2020 Annual Action Plan for the City of Florissant, Missouri
56 and authorizing and directing the Mayor to submit such plan to the United States Department of
57 Housing and Urban Development be read for a second time, seconded by Henke. Motion carried and
58 Bill No. 9551 was read for a second time. Councilman Henke moved that Bill No. 9551 be read for a
59 third time, seconded by Pagano. Motion carried and Bill No. 9551 was read for a third and final time
60 and placed upon its passage.

61 Before the final vote all interested persons were given an opportunity to be heard. Being no
62 citizens who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris
63 yes, Jones yes, Eagan yes, Caputa yes, Schildroth yes and Henke yes. Whereupon the Chair declared
64 amended Bill No. 9551 to have passed and became Ordinance No. 8569.

Councilman Jones moved that Bill No. 9552 Ordinance appropriating the Community Development Block Grant (CDBG) funds for the 2019 FY for the City of Florissant be read for a second time, seconded by Henke. Motion carried and Bill No. 9552 was read for a second time. Councilman Caputa moved that Bill No. 9552 be read for a third time, seconded by Caputa. Motion carried and Bill No. 9552 was read for a third and final time and placed upon its passage.

Before the final vote all interested persons were given an opportunity to be heard. Being no citizens who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Jones yes, Eagan yes, Caputa yes, Schildroth yes and Henke yes. Whereupon the Chair declared amended Bill No. 9552 to have passed and became Ordinance No. 8570.

The next item on the agenda was new business.

Councilman Harris moved to reappointment Yolanda Holton, 2420 Oakwood Manor, to the Citizens Participation Committee as a member from Ward 1 for a term expiring on 11/12/2022, seconded by Caputa. Motion carried.

Councilman Parson moved to reappointment Debbie Bryant, 1775 Arundel, to the Citizens Participation Committee as a member from Ward 1 for a term expiring on 8/25/2022, seconded by Pagano. Motion carried.

The next item on the agenda was First Readings.

Councilman Henke introduced Bill No. 9555 Ordinance adopting the budget for the City of Florissant for the fiscal year commencing on December 1, 2019 and ending on November 30, 2020 and providing for its effective date and said Bill was read for the first time by title only.

Councilman Caputa introduced Bill No. 9556 Ordinance repealing Ord. No. 8472 and authorizing the Mayor of the City of Florissant to enter into a contract with the law firm of Lewis, Rice represented by John M. Hessel for legal services for the City of Florissant commencing on December 1, 2019 and ending on November 30, 2020 and said Bill was read for the first time by title only.

Councilman Caputa introduced Bill No. 9557 Ordinance authorizing the Mayor of the City of Florissant to enter into a user agreement for dispatch equipment for the interoperable radio system with St. Louis County, Missouri and said Bill was read for the first time by title only.

Councilman Caputa introduced Bill No. 9558 Ordinance authorizing a transfer of \$5,000 from Acct. No. 03-5-03-33000 "Capital Additions- Materials" to Acct. No. 03-5-03-34000 "Street Markings" for additional street signage for the Street Department and said Bill was read for the first time.

Councilman Eagan moved that Bill No. 9558 be read for a second time, seconded by Schildroth.

Motion carried and Bill No. 9558 was read for a second time. Councilman Siam moved that Bill No. 9558 be read for a third time, seconded by Parson. On roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Jones yes, Eagan yes, Caputa yes, Schildroth yes, and Henke yes. Having received the unanimous vote of all members present Bill No. 9558 was read for a third and final time and placed upon its passage. Before the final vote all interested persons were given an opportunity to be heard.

Being no persons who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Jones yes, Eagan yes, Caputa yes, Schildroth yes, and Henke yes. Whereupon the Chair declared Bill No. 9558 to have passed and became Ordinance No. 8571.

Councilman Caputa introduced Bill No. 9559 Ordinance amending Section 125.065.a "Job Classification and Grade Level" by adding and deleting certain job classifications and said Bill was read for the first time. Councilman Schildroth moved that Bill No. 9559 be read for a second time, seconded by Caputa. Motion carried and Bill No. 9559 was read for a second time. Councilman Schildroth moved that Bill No. 9559 be read for a third time, seconded by Pagano. On roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Jones yes, Eagan yes, Caputa yes, Schildroth yes, and Henke yes. Having received the unanimous vote of all members present Bill No. 9559 was read for a third and final time and placed upon its passage. Before the final vote all interested persons were given an opportunity to be heard.

Being no persons who wished to speak, on roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Jones yes, Eagan yes, Caputa yes, Schildroth yes, and Henke yes. Whereupon the Chair declared Bill No. 9559 to have passed and became Ordinance No. 8572.

The next item on the Agenda was Council Announcements.

Councilman Jones reminded everyone to remember TEAM Food Pantry. Volunteers and donations are always needed. He encouraged residents to be careful when driving. There is currently construction being done on city streets. He also thanked the Mayor for the Boards and Commissions Dinner that was held recently. He appreciated all members of the various boards for volunteering their time.

Councilman Eagan thanked city employees for a wonderful Veterans Day Parade.

Councilman Schildroth thanked the St. Louis County Veterans Commission and all the veterans who served the country. St. Louis County will begin repaving Graham Road in 2020.

Councilwoman Pagano also thanked the Councilmen who are veterans who currently serve on the Council as well as all veterans everywhere. There will be a joint ward meeting for Wards 5 & 7 this Thursday at 7 pm. at the Justice Center.

Councilman Parson thanked all veterans for their service to the country. He encouraged residents not to leave their vehicles unattended while they are warming up.

Councilman Siam also thanked all veterans for their service. Wards 8 & 9 will be hosting a joint ward meeting on 11/13 at the theatre at JJE.

Councilman Caputa wished all veterans Happy Veterans Day. He stressed that all residents should keep their fire arms locked up and not leave them in their vehicles.

The next item on the Agenda was Mayor Announcements.

Mayor Lowery thanked all veterans for their service, especially Lewis G. Bouwman II, who was named Florissant's *Veteran of the Year*. Christmas in Old Town with Santa will be from 2-4:30 at City Hall on 12/7. There will be a plaque dedication on rue St. Francois for Rita Moellering, followed by the annual tree lighting ceremony on city hall grounds. "Florissant Proud Stickers" are being sold by the Florissant Police Welfare Association and for the Florissant Valley FP District for \$5.

Councilman Caputa moved to cancel the December 23 Council Meeting due to the Christmas Holidays, seconded by Eagan. Motion carried.

The Council President announced that the next regular City Council Meeting was scheduled for Monday, November 25, 2019 at 7:30 pm.

Councilman Schildroth moved to adjourn the meeting, seconded by Pagano. Motion carried. The meeting was adjourned at 7:53 p.m.

Karen Goodwin, City Clerk

The following Bills were signed by the Mayor:

Bill No. 9549	Ord. 8567
Bill No. 9550	Ord. 8568
Bill No. 9551	Ord. 8569
Bill No. 9552	Ord. 8570
Bill No. 9558	Ord. 8571
Bill No. 9559	Ord. 8572

CITY OF FLORISSANT



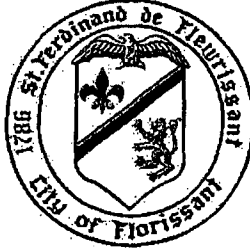
NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Florissant, MO, in the Council Chambers, 955 Rue St. Francois, on Monday, November 25, 2019 at 7:30 P.M. on the following proposition:

To amend the Zoning Code to add State Substance Awareness Traffic Offender Program, probation service, theft offense, domestic violence and substance abuse service establishments as a Special Use. 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.

ZONING AUTHORIZATION



CITY OF FLORISSANT- BUILDING DIVISION

"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."

I, as the owner or authorized agent for the property described below, do hereby certify that I have the authority to make this application for zoning authorization for the activity described below and as shown on any attached plans, documents or descriptions, that the information provided is correct and that any use or construction will conform to the regulations of the Florissant Zoning Code, Chapter 405, as applicable:

<https://www.ecode360.com/28082280?highlight=405&searchId=13635529016766742#28082280>

Property Address: 699 Rue St Francois Zoning District: _____

Applicant's Name: EMASS Applicant's Email: sm.themass@gmail.com

Applicant's Address: 8 Westbury Dr St Charles Phone #: 636-946-2815

Property Owner's Name: Ann Thomas Smith Owner's Email: sm.themass@gmail.com

Property Owner's Address: P.O. Box 2005 St Charles 63302 Phone #: 636-262-5679

Proposed Use: Counseling Detailed description of Use: Healthcare Provider

for SATOP. Private Probation Services. We provide

substance abuse counseling.

We can do our drug screenings at alternate locations.
(Provide attachments necessary to adequately describe the proposed Use of the property.)

This application authorizes the Building Commissioner or designee to perform reasonable site inspections as required to determine compliance with the conditions applicable to this application. Further, I understand that any deviation from the application as requested shall require the express written approval of the Zoning Administrator.

Ann Thomas Smith
Signature

Ann Thomas Smith
Printed Name

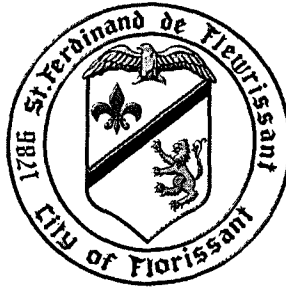
10-7-19
Date

OFFICE USE ONLY BELOW

Received by: _____ Date: _____ Authorization Conditions: _____

Signature of Building Commissioner or Designee: _____ Date: _____

FLORISSANT PLANNING & ZONING COMMISSION APPLICATION



City Of Florissant – Public Works 314-839-7648

"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."

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

Please Print neatly or Type the Following Information:

Property Address: All 'HB' Historic Business District Addresses

Petitioner's Name: Ann Thomas-Smith, Vice Pres. Phone/email: smithemass@gmail.com 636-946-2815

Property Owners Address: 8 Westbury Drive, St Charles, MO 63301

Business Owners Name: EMASS

Phone/email: office@dw-emass.com 636-946-2815

Business Owners Address: 8 Westbury Drive, St Charles, MO 63301

DBA (Doing Business As) EMASS

Authorized Agents Name: David Neumann Co. Name: EMASS
(Authorized Agent to Appear Before the Commission)

Agents Address: P.O. Box 2005 St Charles MO 63302 Phone/email: smithemass@gmail.com
636-262-5079

Request "Recommended Approval to change the Zoning Code to add State Substance Awareness Traffic Offender Program, probation service, theft offense, domestic violence and substance abuse as a Special Use in the 'HB' Historic Business District"

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

Ann Thomas-Smith
Applicant's Signature

10/31/19
Date

Received by: Jeg Receipt # 1217739 OFFICE USE ONLY Amount Paid: \$300 Date: 10-31-19

STAFF REMARKS: _____

COMMISSION ACTION TAKEN:

DATE APPLICATION REVIEWED: _____

SIGNATURE OF STAFF WHO REVIEWED APPLICATION

Planning & Zoning Application

Page 1 of 1 – Revised 7/15/15

Packet Page 11 of 179

Addendum

It should be noted that a zoning authorization was granted and approved by Phillip Lum on June 19, 2019 and a copy is appended to this application. It should also be noted that Petitioners paid for an occupancy report on June 19, 2019 and a copy of same is appended to this application. There was also a fire inspection performed, a copy of which the City of Florissant has.

As well as SATOP (Substance & Awareness Traffic Offender Program), EMASS also offers counseling for the following matters as well:

1. Probation service;
2. Theft offenses;
3. Domestic Violence; and
4. Substance abuse.

EMASS is certified by the State of Missouri, Department of Behavioral Health and they are recognized as a health care provider by their liability and worker's compensation insurance carrier. Enclosed are copies of corporate certificate, correspondence from the Department of Mental Health, and the certificate of liability insurance and a certificate by the Department of Mental Health showing EMASS is a certified out-patient treatment program.

EMASS has been in our community for over 25 years. They purchased a building on St. Francois Street that had been vacant for at least 6 years and invested a substantial amount of funds, in the purchase and upgrading of the building. The Petitioners were assured that all was in order as witnessed by the authorization signed by Phillip Lum. It should be noted that there is already a counseling business on St. Francois Street. To deny EMASS the use of this building will cause severe financial hardship to EMASS. Petitioners are requesting that either a special use permit or a variance be granted and that their petition be read 3 times in one meeting to expedite matters. The services offered are just as much counseling as they are educational.

Petitioners relied on the authorization granted by the City and for the City to issue a cease and desist order stopping the operation of the business on St. Francois Street is grossly inequitable and unjust under all the circumstances.

Your consideration is appreciated.



RECEIPT

CITY OF FLORISSANT

955 RUE ST. FRANCOIS STREET
FLORISSANT, ST. LOUIS COUNTY, MO 63031Date: 6/19/19Name Ann Thomas SmithAddress 699 Rue St. FrancoisCity Flor State MO Zip 63031

Qty	Description	Unit Cost	Total
	BUSINESS / LIQUOR / SOLICITOR / VENDING		
	RENTAL / SIGNS / RECORD CHECK / VPR		
<u>1</u>	COMM OCCUPANCY INSPECTION / PERMIT	<u>50.00</u>	<u>150.00</u>
	BUILDING PERMIT / EXTENSION		
	MIN. HOUSING / EXCAV / SPEC PERMIT / P & Z		
	RESIDENT / OCCUPANCY PERMIT		
	REDEMPTION / MAINTENANCE / SR BUS TRIP		
	SR TRIP / SR LUNCH / SR DANCE		
	RETURNED CHECKS / CHECK CHARGE		
	JJE THEATRE DEPOSIT		
	JJE THEATRE RENT / TICKETS		
	<u>Same</u>		

955 Rue St. Francois
Florissant, MO 63031Phone: 314.839.7648
Fax: 314.839.7646
mcurran@florissantmo.comMike Curran
Multi-Building Inspector

CITY OF FLORISSANT

Cash ☒ Check #Per 100NO. 619793

PART 2

MICHAEL L. PARSON
GOVERNOR



MARK STRINGER
DIRECTOR

RICHARD N. GOWDY, Ph.D.
DIRECTOR
DIVISION OF
BEHAVIORAL HEALTH
(573) 751-9499
(573) 751-7814 FAX

STATE OF MISSOURI
DEPARTMENT OF MENTAL HEALTH

1706 EAST ELM STREET
P.O. BOX 687
JEFFERSON CITY, MISSOURI 65102
(573) 751-4122
(573) 751-8224 FAX
www.dmh.mo.gov

July 24, 2019

Michael Smith, President
Eastern MO Alternative Sentencing Services, Inc.
8 Westbury Drive, Suite B
St. Charles, MO 63301

RE: Funding Allocations for the following Contract: ADA-ER02030014, SATOP

Dear Mr. Smith:

The Division of Behavioral Health - ADA FY2020 SATOP allocation(s) for your agency are listed below. It will be necessary for you to monitor and stay within your allocated amount. You may monitor your allocations in CIMOR at any time by expanding My Organization and clicking on Allocations. If additional dollars are needed for your agency to finish the fiscal year, please submit a written request explaining why the additional funds are needed.

<u>Service Category</u>	<u>Annual Allocation</u>
ADA SATOP	\$300,000
ADA SATOP Serious or Repeat Offender / Level IV	\$280,000
ADA SATOP Weekend Intervention (WIP)	\$65,000
	<hr/>
	\$645,000

A 1.5% Provider Rate increase was appropriated for FY2020 effective July 1, 2019.

If you should have any questions, please contact Becky Wolken at 573-526-6961.

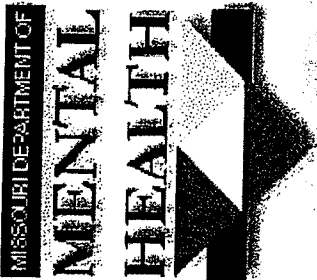
Sincerely,

A handwritten signature in cursive script, reading "Laurie D. Epple".

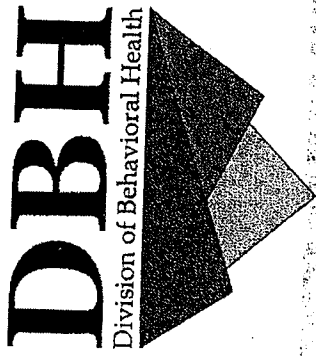
Laurie D. Epple
Deputy Director of Administration
Division of Behavioral Health

LDE:cw

An equal opportunity employer, services provided on a nondiscriminatory basis.



Having demonstrated compliance with certification standards for organizations providing substance use disorder treatment



Eastern Missouri Alternative Sentencing Services, Inc.

is fully certified by

The Department of Mental Health
Division of Behavioral Health

to provide the following substance use disorder Outpatient Treatment at the following levels of care:

- Intensive Outpatient Rehabilitation
- Supported Recovery



2371

Certificate Number

December 1, 2016 - November 30, 2019

Date

James F. Wright
Deputy Director



Having demonstrated compliance with certification standards for organizations providing substance use services



Eastern Missouri Alternative Sentencing Services, Inc.

is fully certified by

The Department of Mental Health
Division of Behavioral Health

to provide the following:

- Required Educational Assessment and Community Treatment Programs (REACT)
 - ♦ REACT Screening Unit (RSU)
 - ♦ REACT Education Program (REP)



2371

Certificate Number

December 1, 2016 - November 30, 2019

Date

James G. [Signature]
Deputy Director

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

EASTERN MISSOURI ALTERNATIVE SENTENCING SERVICES, INC.
00352398

was created under the laws of this State on the 24th day of April, 1991, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of October, 2019.


Secretary of State



Certification Number: CERT-10232019-0069



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0564249 Heffernan Insurance Brokers 16100 Swingley Ridge Road, Suite 250 Chesterfield, MO 63017		CONTACT NAME: PHONE (A/C, No, Ext): 1 (636) 536-2082 FAX (A/C, No): (636) 536-0475 E-MAIL ADDRESS:		
INSURED Eastern Missouri Alternative Sentencing Services, Inc., dba EMASS, Inc. 8 Westbury Saint Charles, MO 63301		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Philadelphia Indemnity Insurance Company		18058
		INSURER B : Missouri Employers Mutual Insurance Company		10191
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retro Date 01/25/11 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1999873	06/25/2019	06/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ABUSE \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1999873	06/25/2019	06/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB681597	06/25/2019	06/25/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MEM2027036	06/25/2019	06/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.		PHPK1999873	06/25/2019	06/25/2020	Each Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

General Liability/Professional Liability

Issuing Company: Philadelphia Indemnity Insurance Company
Policy Term: 6/25/19 to 6/25/20
Policy #: TBD

Limits

Commercial General Liability – Claims Made	
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented To You	\$100,000
Medical Expense Limit	\$5,000
Retroactive Date	1/25/11
Bodily Injury Deductible	\$5,000 Per Claim
Professional Liability – Claims Made	
Each Professional Incident	\$1,000,000
Aggregate	\$2,000,000
Retroactive Date	1/25/11
Sexual/Physical Abuse/Molestation – Occurrence	
Occurrence	\$1,000,000
Aggregate	\$2,000,000

Hazard Schedule

Loc #	Bldg #	Class Code	Classification	Rating Basis	Annual Exposure
1	1	44440	Health Care Facility - Outpatient-NFP	Area - Per 1,000/Sq Ft	1500
1	1	61227	Bldg/Premise-Office-NOC-NFP	Area - Per 1,000/Sq Ft	5500
1	1	47367	Sales/Service Organization	Payroll - Per \$1,000/Pay	\$2,414,222
2	1	44440	Health Care Facility - Outpatient-NFP	Area - Per 1,000/Sq Ft	1300
2	1	61227	Bldg/Premise-Office-NOC-NFP	Area - Per 1,000/Sq Ft	200
3	1	44440	Health Care Facility - Outpatient-NFP	Area - Per 1,000/Sq Ft	2000
3	1	61227	Bldg/Premise-Office-NOC-NFP	Area - Per 1,000/Sq Ft	200



Eastern Missouri Alternative Sentencing Services, Inc., dba EMASS, Inc.

June 7, 2019

Page 12

955 RUE ST. FRANCOIS STREET
FLORISSANT, ST. LOUIS COUNTY, MO 63031

Date: _____

Name _____

Address

City

State

Zinc

[illegible]

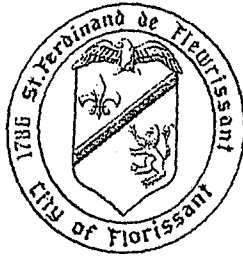
Cash

Check #

Per

NO. 1

ZONING AUTHORIZATION



CITY OF FLORISSANT- BUILDING DIVISION

"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."

I, as the owner or authorized agent for the property described below, do hereby certify that I have the authority to make this application for zoning authorization for the activity described below and as shown on any attached plans, documents or descriptions, that the information provided is correct and that any use or construction will conform to the regulations of the Florissant Zoning Code, Chapter 405, as applicable:

<https://www.ecode360.com/28082280?highlight=405&searchId=13635529016766742#28082280>

Property Address: 699 Rue St. Francois Zoning District: HB

Applicant's Name: EMASS Applicant's Email: smithemass@gmail.com

Applicant's Address: 8 Westbury Dr St Charles Phone #: 636 3301
636 946-2815

Property Owner's Name: Grand 3819 Ann Thomas-Smith Owner's Email: annthomas1@gmail.com

Property Owner's Address: P.O. Box 20205 Phone #: 636 3302
636-262-5679

Proposed Use: Counseling/Probation Detailed description of Use: _____

Substance Abuse Counseling SATOP. Private Probation
Driver Improvement Classes

(Provide attachments necessary to adequately describe the proposed Use of the property.)

This application authorizes the Building Commissioner or designee to perform reasonable site inspections as required to determine compliance with the conditions applicable to this application. Further, I understand that any deviation from the application as requested shall require the express written approval of the Zoning Administrator.

Signature: Ann Thomas-Smith Printed Name: Ann Thomas-Smith Date: 6/19/19

OFFICE USE ONLY BELOW

Received by: Pro Date: 6/19/19 Authorization Conditions: None

Signature of Building Commissioner or Designee: Philip E. [Signature] Date: 6/19/19

Philip Lum

From: Philip Lum
Sent: Tuesday, October 29, 2019 5:59 PM
To: Ann MAS
Cc: Tim Lowery; Todd Hughes
Subject: EMASS 699 Rue St Francois
Attachments: EMASS Change Zoning Code Application.doc

Dear Ann,

Thank you both for meeting again with us today and for submitting detailed information about the state regulations for this proposed Use, however, the City has not altered the Zoning Determination for this property because the Uses proposed are not listed in the 'HB' Historic Business District as a Permitted or Special Use.

The 'B-3' Extensive Business District, in which you formerly operated, currently contains this description as a Special Use, see 405.125, K,:

"4. Alcohol and/or drug abuse treatment facilities designed to provide outpatient facilities for the treatment of alcohol and/or other drugs that are located on the property that is not closer than one thousand (1,000) feet to any other substance abuse treatment facility, church, school or park and conforms to all State and Federal Statutes and is certified by the State of Missouri."

Today, we suggested that you apply to change the zoning code to add, as a Special Use in the 'HB' District, a use that describes your particular business type. The remaining P&Z meetings for 2019 are scheduled for November 4, 18 and December 2 at 7 p.m. We have assisted by partially completing the attached P&Z application, please complete it and submit it along with the \$300 fee to change the Zoning Code. Please be very specific as to the Use you propose. As an example, the attached now simply requests a "SATOP establishment" on the attached form. Please revise this description and submit with fees before end of business Thursday for this item to be included on next Monday's agenda.

We have, at your request, reviewed some properties available in the 'B-3' District should you be interested, please let us know.

Philip E. Lum, AIA
Building Commissioner
955 Rue St. Francois
Florissant, MO 63031
314-839-7642
plum@florissantmo.com

From: Ann MAS [<mailto:smithemass@gmail.com>]
Sent: Thursday, October 17, 2019 12:55 PM
To: Philip Lum
Subject: Fwd: core standards and professional standards

----- Forwarded message -----

From: **Stephanie Roper** <sroper@dw-emass.com>
Date: Thursday, October 17, 2019
Subject: core standards and
To: Ann Thomas Smith <asmith@dw-emass.com>, Michael Smith <michaelemass@aol.com>

Philip Lum

From: Ann MAS <smithemass@gmail.com>
Sent: Monday, October 07, 2019 4:08 PM
To: Philip Lum
Subject: Fwd: Message from "RNP002673DF696A"
Attachments: 20191007154813412.pdf

Mr. Lum,

The State of Missouri considers us a Healthcare Provider. We contract with the Dept of Mental Health. Please see attached the application for occupancy with supportive documents that include the fact that our Workers Comp and Umbrella policies with Missouri Employers Mutual and Philadelphia consider us Healthcare Facilities.

It is my most hopeful desire to have this resolved as quickly as possible.

Please let me know if you have any questions, or I can provide any additional information.

Respectfully,
Ann

--
Ann Thomas-Smith
Vice President
EMASS
8 Westbury Drive
St Charles, MO 63301
636-946-2815
636-352-2072 fax
smithemass@gmail.com
dwi-emass.com

The information contained in this e-mail message, including any attachments, may contain information that is legally privileged or exemption from disclosure from applicable law. If you are not the intended recipient of this e-mail or have received this e-mail in error, you are hereby notified that any reading, use or dissemination of this message is strictly prohibited. If you have received this message in error, please notify the sender at 636-946-2815 and delete this e-mail message from your computer.

Philip Lum

From: Ann MAS <smithemass@gmail.com>
Sent: Monday, September 16, 2019 3:57 PM
To: Philip Lum
Subject: Re: 699 Rue St Francois- proposed business uses

We do not do drug testing. We do individual and group substance abuse counseling.

On Mon, Sep 16, 2019 at 11:37 AM Philip Lum <plum@florissantmo.com> wrote:

I requested additional information because counseling for medical illnesses is permitted, but SATOP services may not be permitted, because as I currently understand these services, drug testing may be involved and the counseling services provided may or may not be for medical purposes. Please use the form to describe or by separate means provide information on SATOP and provided detailed information.

Philip E. Lum, AIA

Building Commissioner

955 Rue St. Francois

Florissant, MO 63031

314-839-7642

plum@florissantmo.com

From: Ann MAS [<mailto:smithemass@gmail.com>]
Sent: Friday, September 13, 2019 8:02 PM
To: Philip Lum
Subject: Re: 699 Rue St Francois- proposed business uses

I believe we were approved in July but it took us a few months to get started?

We are not a educational development center?

We provide SATOP services.

Please feel free to call my cell phone at 636-262-5679, with additional questions.

Thanks,

Philip Lum

From: Ann MAS <smithemass@gmail.com>
Sent: Friday, September 13, 2019 8:02 PM
To: Philip Lum
Subject: Re: 699 Rue St Francois- proposed business uses

I believe we were approved in July but it took us a few months to get started?
We are not a educational development center?
We provide SATOP services.
Please feel free to call my cell phone at 636-262-5679, with additional questions.
Thanks,
Ann

On Wednesday, September 11, 2019, Philip Lum <plum@florissantmo.com> wrote:

Ms Smith,

It comes to my attention that you have proposed a business that may not be a Permitted Use or a Special Use in the 'HB'- Historic Business District. You may provide additional detailed information regarding your proposed business if I have misunderstood it, but the City must make determination of the Use prior to issuance of a Certificate of Occupancy or Business License.

You provided a very limited description of the business stating: "counseling/probation, substance abuse counseling SATOP Private Probation Driver Improvement Classes", thereby making it difficult to determine zoning. Attached is a new form, please revise and resubmit.

Some counseling establishments exist in the Historic Business District as "Medical or dental offices, clinic, pharmacy or services" under the zoning code . Please provide detailed information regarding the type of counseling you provide and if I can determine if the counseling fits this Zoning category. Who is the counseling provided by, what qualifications does the provider have and is the service medical related and is it compensated by medical insurance?

In addition, Educational Development Centers are prohibited in the 'HB' Zoning District. Therefore, the classroom function of this proposed business would not be permitted. As I understand "SATOP Private Probation Driver Improvement Classes", drug screening and classrooms for education are both functions that are not permitted Use in the Zoning Code.

Philip E. Lum, AIA

Philip Lum

From: Philip Lum
Sent: Wednesday, September 11, 2019 11:01 AM
To: 'smithemass@gmail.com'
Subject: 699 Rue St Francois- proposed business uses
Attachments: Zoning Application fillable pdf.pdf

Ms Smith,

It comes to my attention that you have proposed a business that may not be a Permitted Use or a Special Use in the 'HB'- Historic Business District. You may provide additional detailed information regarding your proposed business if I have misunderstood it, but the City must make determination of the Use prior to issuance of a Certificate of Occupancy or Business License.

You provided a very limited description of the business stating: "counseling/probation, substance abuse counseling SATOP Private Probation Driver Improvement Classes", thereby making it difficult to determine zoning. Attached is a new form, please revise and resubmit.

Some counseling establishments exist in the Historic Business District as "Medical or dental offices, clinic, pharmacy or services" under the zoning code . Please provide detailed information regarding the type of counseling you provide and if I can determine if the counseling fits this Zoning category. Who is the counseling provided by, what qualifications does the provider have and is the service medical related and is it compensated by medical insurance?

In addition, Educational Development Centers are prohibited in the 'HB' Zoning District. Therefore, the classroom function of this proposed business would not be permitted. As I understand "SATOP Private Probation Driver Improvement Classes", drug screening and classrooms for education are both functions that are not permitted Use in the Zoning Code.

Philip E. Lum, AIA
Building Commissioner
955 Rue St. Francois
Florissant, MO 63031
314-839-7642
plum@florissantmo.com

Pending LHDC Approval:
RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

MEMORANDUM



SIGN. 

DATE:
11-4-19

CITY OF FLORISSANT

To: **LHDC** Commissioners

Date: October 31, 2019

From: Philip E. Lum, AIA-Building Commissioner cc: Todd Hughes, P.E.
Director of Public Works
Deputy City Clerk
Applicant
File

STAFF REPORT
CASE NUMBER PZ110419-2

Subject: Request recommended approval to amend the Zoning Code to **add State Substance Awareness Traffic Offender Program, probation service, theft offense, domestic violence and substance abuse services establishments as a Special Use** in the 'HB' Historic Business District.

I. PROJECT DESCRIPTION:

This is a request to amend the Zoning Code to **add State Substance Awareness Traffic Offender Program, probation service, theft offense, domestic violence and substance abuse services establishments as a Special Use** in the 'HB' Historic Business District.

II. EXISTING SITE CONDITIONS:

In the 'HB' District, see map attached, purpose of the Historic District and the list of permitted and Special Uses:

Intent And Purpose. The intent and purpose of these regulations are as follows:

- 1. To preserve the historic features of the Old Town area and its aesthetic and cultural heritage as reflected in the overall fabric of the area and the historic buildings designated by the Landmark and Historic District Commission and contained within the districts.*
 - 2. To allow for the adaptation of the Old Town area to the economic and functional requirements of the present and future development and redevelopment of the City of Florissant.*
 - 3. To provide an environment which will promote the future development of this area in a manner which is both economically beneficial to the overall community and which complies with the guidelines established under Section 405.250.*
 - 4. To encourage the use of this area for the public's education, welfare and pleasure.*
- 'HB' Historic Business District.

1. Use regulations. A building or lot within the "HB" Historic Business District shall be used only for the following purposes; provided that, except as otherwise set forth herein, the uses do not allow adult entertainment on the premises:

a. Permitted uses.

- (1) Antiques.
- (2) Apparel and accessories.
- (3) Appliance store, repair and service.
- (4) Bakery.
- (5) Bank.
- (6) Barbershop.
- (7) Beauty shop.
- (8) Bed and breakfast.
- (9) Bookstore.
- (10) Business and professional offices.
- (11) Confectionary.
- (12) Contractor office (with no storage of equipment or materials).
- (13) Coin shop.
- (14) Crafts and craft studio.
- (15) Dance studio.
- (16) Electrical, HVAC or plumbing contractor or sales and service conducted wholly within a building or enclosed structure.
- (17) Floral shop.
- (18) Frame shop.
- (19) Furniture and home furnishings.
- (20) Glass shop.
- (21) Hardware store.
- (22) Interior design interior decorating.
- (23) Jewelry store.
- (24) Medical or dental office, clinics, pharmacies and services.
- (25) Newspaper/news office.
- (26) Museum.
- (27) Musical instruments, music store and music studio.
- (28) Photographer. (chemical processing prohibited)
- (29) Printing shop.
- (30) Restaurant or coffee shop (drive-through restaurants or coffee shops are specifically prohibited).
- (31) Shoe repair.
- (32) Sporting goods store.
- (33) Tailor, alterations, dressmaking.
- (34) Theater, auditorium and auction hall.
- (35) Tobacco shop.
- (36) Tourist information center.
- (37) Parking lots and structures, when serving any of the permitted uses.
- (38) Parks, playgrounds and community buildings owned and operated by public agencies.
- (39) Public or parochial schools and private schools having a similar curriculum.
- (40) Publishing.
- (41) Residential uses, including:
 - (a) Single-family residential structures.
 - (b) Multi-family structures.
 - (c) Attached single-family dwellings or town houses.
 - (d) Mixed residential-commercial developments provided that the commercial uses shall be restricted to the permitted uses in this district; provided that any residential uses shall comply with the standards and requirements established for the like residential use within the "HR", "HD" or "HMD" Districts, unless less restrictive provisions or requirements are otherwise established in this Subsection. Said standards shall also include the regulations governing the exterior design of the buildings under Section 405.250.
- (42) Temporary structures subject to the terms and conditions as set out in Section 405.235.
(Clothing/collection boxes are specifically prohibited.)

(43) Upon application and approval by the City, a permit authorizing outdoor sales may be issued for a designated period of time, provided that the outdoor sales being conducted on the property is consistent with the intent and purpose of the Historic District and the Historic District regulations.

(44) Wedding chapel.

Special use permits. The City Council may, by special permit, after public hearing and notice as provided in Article VIII and subject to such protective restrictions that the Council may deem necessary, authorize the location, extension or structural alteration of any of the following buildings or uses in an "HB" Historic Business District:

- a. Bicycle and bicycle repair shop.
- b. Brewpubs.

[Ord. No. 8220 §9, 4-26-2016[1]]

[1]Editor's Note: Section 9 also renumbered former Subsection (D)(6)(b) through (D)(6)(n) to (D)(6)(c) through (D)(6)(o), respectively.

- c. Carpet store.
- d. Cigar Bar, provided that the City adopts a "Indoor Clean Air Code" that exempts a Cigar Bar from the smoking prohibition.

[Ord. No. 8402, 3-28-2018[2]]

[2]Editor's Note: Ord. No. 8402 by implication renumbered former Subsection (D)(6)(d) through (D)(6)(o) to (D)(6)(e) through (D)(6)(p), respectively.

- e. Dry cleaners (dry cleaner plants prohibited).
- f. Collectibles.
- g. Retail food shop.
- h. Massage business, provided that the licensing requirements of the City are met.
- i. Ornamental iron shop.
- j. Painting contractor.
- k. Pest control service.
- l. Pet grooming.
- m. Sign company.
- n. Upholstery or auto upholstery.
- o. Mortuary.
- p. Tavern, nightclub or cocktail lounge.

III. SURROUNDING PROPERTIES:

Varies- Will potentially affect any property in the 'HB' Zoning District.

IV. STAFF ANALYSIS:

The applicant is taxed with the burden of proof for this petition to the Planning & Zoning Commission. The presentation as to the detailed description of the Use and how it is communicated is critical in understanding what is being proposed. Communication or lack thereof by both the City and Applicant is the reason for many of the things that have transpired so far.

- 1) The petitioner could also seek the recommendation from the City Landmark and Historic District Commission (LHDC). This petition could affect all properties in the 'HB' District and allow for these Uses as the petitioner proposes and definitions of said Uses. LHDC can comment on any P&Z agenda item per City Ord. section 405.445, 14 & 15. for it is within LHDC's powers and duties:

(14) "To make recommendations on any matter referred to it by the City Council or the Planning and Zoning Commission;"

(15) "To review proposed zoning amendments, applications for Special Use Permits or applications for zoning variances that affect proposed or designated Landmarks or Historic District Contributing Resources;"

- 148 2) Petitioner first applied for Zoning Authorization in June of 2019. Subsequently, the
149 Zoning was approved with staff understanding that the proposed business was to
150 provide "Counseling" services, as repeatedly put forth by the applicant.
151 3) Petitioner was not granted occupancy, nor a business license.
152 4) Petitioner purchased the building and was issued some permits for upgrades.
153 5) Petitioner was notified 9/11/19 via email that drug testing and classroom activities
154 may not meet the Zoning Code and asked to resubmit for Zoning authorization,
155 rescinding the original application.
156 6) City posted the premises for operating without an occupancy or business license.
157 7) Second application for zoning was received 10/7/19 but not approved. Staff
158 suggested the right thing to do was to apply to change the Zoning Code to clearly
159 identify the Use.
160 a) The City has not allowed Educational Development Centers in the 'HB' Zoning
161 District, including proposals for Self-Help, Language Classes, Phlebotomy, etc.
162 b) The City data lists 7 establishments by name that include "counseling", the
163 following are in the 'HB' Zoning District:
164 i) Rapha Christian Counseling 100-110 Rue St Francois 2019
165 ii) Purpose Counseling 100-103 Rue St Francois
166 iii) Temperament Counseling 760 Rue St Francois 2018
167 8) Petitioner proposes this petition, that a State program for Substance Awareness Traffic
168 Offender Program (SATOP), probation service, theft offense, domestic violence and
169 substance abuse services be added as Special Use in the 'HB' Zoning District.
170
171

172 VI. STAFF OBSERVATIONS/RECOMMENDATIONS:

- 173 1. A review of the Comprehensive Plan for the City amended 2004 by PGAV
174 reveals that the existing land use of all HB Districts is "Commercial". It does not
175 address specific uses.
176 2. Although this petition could achieve the goals of this petitioner, it would also
177 allow anyone else to petition to propose such Special Uses anywhere else in the
178 'HB' District.
179 3. This petitioner presents a choice to the Commission:
180 a. Should these Uses be added as Special Uses in this district?
181 4. Definitions requested:
182 a. SATOP or Substance Abuse Traffic Offender Program.
183 b. Probation /Services.
184 c. Theft Offense /Services.
185 d. Domestic Violence /Services.
186 e. Substance Abuse /Services.

187 Petitioner shall fully explain such services for the understanding of the
188 Commission members.

- 189 5. Suggested motion: "I move to recommend approval to amend the zoning code,
190 Section 405.161, to allow State Substance Awareness Traffic Offender Program,
191 probation service, theft offense, domestic violence and substance abuse (services)
192 establishments as a Special Use, subject to the protective restrictions that the
193 Council may deem necessary."

194 (end report)

pending appl by LHDC and.

City of Florissant, Missouri



2020 Amended Budget

(October 30, 2019)

955 rue St. Francois
Florissant, Missouri 63031
314-921-5700
www.florissantmo.com

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

FUND SUMMARIES

			Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
<u>Page #</u>	<u>Dept #</u>					
General Fund - 01						
3 & 4		Revenues	\$ 24,919,921	\$ 24,240,098	\$ 22,555,612	\$ -
		Expenditures				
5	40	Administrative	\$ 3,141,711	\$ 3,268,133	\$ 2,950,520	\$ -
6	38	Legislative	148,663	158,647	154,438	-
7	36	Information Technology	470,571	537,725	Merged IT & Media	
8	70	Media	198,558	232,807	Merged IT & Media	
9	36	Information Technology/MEDIA (2020)	669,129	770,532	644,454	-
10-11	49	Police	11,961,610	10,945,922	10,827,154	-
12	41	Municipal Court	514,771	618,829	624,488	-
13	35	Prosecuting Attorney	252,558	287,551	267,810	-
14	37	Housing Resource Center	71,970	50,728	52,794	-
15	39	Senior Services	172,365	206,180	213,429	-
16	42	Health	756,850	883,900	Merged Public Works & Health	
17-18	48	Public Works	3,785,097	3,492,190	Merged Public Works & Health	
19-20	48	Public Works (merged Health FY2020)	4,541,947	4,376,090	3,988,707	-
21	43	Recreation-Theater	401,709	453,361	463,778	-
22	44	Recreation-Centers	1,738,367	1,863,689	1,889,138	
23	45	Recreation-Summer Camp	100,050	135,582	190,004	-
24	46	Recreation-Bangert	191,929	249,278	316,189	-
25	47	Recreation-Parks	515,871	521,485	Moved to Park Improvement	
26	06	Recreation-Golf Course	804,068	938,050	924,865	-
		General Fund Expenditures	\$ 25,226,718	\$ 24,844,057	\$ 23,507,768	\$ -
		Revenue over Expenditures	\$ (306,797)	\$ (603,959)	\$ (952,156)	\$ -
Capital Improvement Fund - 03						
27-29		Revenue	\$ 3,915,900	\$ 4,020,165	\$ 3,497,000	\$ -
		Expenditures	3,365,253	4,323,037	3,617,600	-
		Revenue over Expenditures	\$ 550,647	\$ (302,872)	\$ (120,600)	\$ -
Park Improvement Fund - 09						
30-33		Revenue	\$ 4,031,373	\$ 4,500,248	\$ 3,985,400	\$ -
		Expenditures	3,854,130	5,287,502	4,644,117	-
		Revenue over Expenditures	\$ 177,243	\$ (787,254)	\$ (658,717)	\$ -
Street Fund - 08						
34-35		Revenue	\$ 1,556,703	\$ 3,603,608	\$ 1,890,000	\$ -
		Expenditures	1,503,868	4,512,210	1,790,000	-
		Revenue over Expenditures	\$ 52,835	\$ (908,602)	\$ 100,000	\$ -

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

<u>Page #</u>		Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
36-37	Sewer Lateral Fund - 04				
	Revenue	\$ 626,366	\$ 548,000	\$ 509,000	\$ -
	Expenditures	769,348	668,835	805,835	-
	Revenue over Expenditures	\$ (142,982)	\$ (120,835)	\$ (296,835)	\$ -
38	Property Revitalization Fund - 10				
	Revenue	\$ (14,898)	\$ -	\$ -	\$ -
	Expenditures	5,198	40,000	-	-
	Revenue over Expenditures	\$ (20,096)	\$ (40,000)	\$ -	\$ -
39	Court Building Fund - 14				
	Revenue	\$ 82,338	\$ 132,000	\$ 149,000	
	Expenditures	34,335	132,000	132,000	
	Revenue over Expenditures	\$ 48,003	\$ -	\$ 17,000	\$ -
40-41	Public Safety Fund - 17				
	Revenue	\$ 2,852,662	\$ 2,615,046	\$ 2,800,000	\$ -
	Expenditures	2,555,645	2,873,246	2,789,080	-
	Revenue over Expenditures	\$ 297,017	\$ (258,200)	\$ 10,920	\$ -
42-43	Property Maintenance Fund - 16				
	Revenue	\$ 388,084	\$ 390,800	\$ 390,000	\$ -
	Expenditures	355,565	377,266	388,000	-
	Revenue over Expenditures	\$ 32,519	\$ 13,534	\$ 2,000	\$ -
	Total Expenditures - All Funds	\$ 37,670,060	\$ 43,058,153	\$ 37,674,400	\$ -

Expenditure Forecast

Estimate of future expenditures and personnel.

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

01 - GENERAL FUND - REVENUES

		<u>Actual 2018</u>	<u>Budget 2019</u>	<u>Proposed 2020</u>	<u>Adopted 2020</u>
<u>TAXES</u>					
Cigarette	\$	115,060	\$ 117,550	\$ 108,000	
Gasoline		1,634,929	1,636,048	1,648,000	
Road & Bridge Taxes		500,380	567,079	542,000	
Sales Tax		8,073,327	8,227,719	7,925,000	
Utility Tax		<u>6,034,894</u>	<u>6,732,173</u>	<u>5,717,000</u>	
Total Taxes	\$	16,358,590	\$ 17,280,569	\$ 15,940,000	\$ -

<u>LICENSES</u>					
Business	\$	782,395	\$ 780,079	\$ 746,500	
Liquor & Other Licenses		<u>62,273</u>	<u>61,166</u>	<u>61,000</u>	
Total Licenses	\$	844,668	\$ 841,245	\$ 807,500	\$ -

<u>PERMITS</u>					
Building	\$	505,998	\$ 460,429	\$ 463,000	
Minimum Housing		417,828	374,982	430,000	
Signs & Other Permits		<u>49,524</u>	<u>51,611</u>	<u>46,000</u>	
Total Permits	\$	973,350	\$ 887,022	\$ 939,000	\$ -

<u>RECREATION - GOLF</u>					
Green Fees	\$	230,388	\$ 255,000	\$ 235,000	
Cart Fees		211,993	236,000	214,000	
Pro Shop Sales		48,120	57,000	50,000	
Concession Sales and Fees		133,341	148,000	138,000	
Other- Rental Carts & Clubs		<u>8,293</u>	<u>8,121</u>	<u>8,400</u>	
Total Golf	\$	632,135	\$ 704,121	\$ 645,400	\$ -

<u>RECREATION - OTHER</u>					
Rentals-Nature Lodge/Gym	\$	29,884	\$ 25,048	\$ 30,000	
Center Activity		260,860	256,656	277,000	
Outdoor Pool Receipts		91,702	90,936	96,700	
Rink		97,894	92,225	91,600	
Parks & Rec Fees		224,626	214,461	213,900	
Summer/Winter Camp Program		84,659	85,848	75,000	
Theater		134,198	127,453	135,000	
Concession Sales		<u>46,911</u>	<u>45,567</u>	<u>50,800</u>	
Total Other Recreation	\$	<u>970,734</u>	\$ <u>938,194</u>	\$ <u>970,000</u>	\$ -
Total Recreation	\$	1,602,869	\$ 1,642,315	\$ 1,615,400	\$ -

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

	<u>Actual</u> <u>2018</u>	<u>Budget</u> <u>2019</u>	<u>Proposed</u> <u>2020</u>	<u>Adopted</u> <u>2020</u>
<u>MISCELLANEOUS</u>				
Interest Income	\$ 75,910	\$ 51,002	\$ 70,000	
Municipal Court	1,091,812	1,197,763	1,193,700	
Other Miscellaneous	184,557	822,555	170,800	
Admin Cross Charge (2019 moved to contra payroll expense acct)	1,922,419	0	0	
Property Maintenance Fees	231,790	217,112	200,000	
Various Claim Settlements	635,374	0	0	
Cable TV	601,897	614,119	603,000	
Senior Citizen Trips/Luncheons	30,287	41,000	33,000	
Grants & Reimbursement	<u>366,398</u>	<u>645,396</u>	<u>983,212</u>	
Total Miscellaneous	<u>\$ 5,140,444</u>	<u>\$ 3,588,947</u>	<u>\$ 3,253,712</u>	<u>\$ -</u>
Total Revenue	\$ 24,919,921	\$ 24,240,098	\$ 22,555,612	\$ -
Less Total Expenditures			<u>(23,507,768)</u>	<u>0</u>
Equal Revenue Over/(Under) Expenditure			(952,156)	0
Plus Estimated Beg Fund Bal			<u>8,158,647</u>	
Equal Estimated Ending Fund Bal			\$ 7,206,491	0

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

40 - ADMINISTRATIVE DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
4000-Salaries & Benefits	\$ 1,777,395	\$ 2,084,265	\$ 1,586,676	
4021-Uniforms	100	-	-	
4023-Postage & Printing	42,260	58,500	46,000	
4024-Telecom/Computer	-	33,370	49,200	
4031-Lease/ Rental Equip	38,328	44,000	44,000	
4032-Office Expense	42,419	20,000	18,000	
4042-Travel, Training & Certifications	9,862	14,500	22,250	
4043-Organizational Dues	24,122	25,215	40,300	
4050-Professional Services	327,053	319,796	393,368	
4052-Programs & Events	21,188	50,500	70,540	
4053-Advertising	4,958	9,000	6,500	
4055-Insurance & Bonds	846,559	598,987	658,686	
4058-Elected Official Expense	7,467	10,000	15,000	
Total	\$ 3,141,711	\$ 3,268,133	\$ 2,950,520	\$ -

PERSONNEL SERVICES

Full-time	\$ 1,187,014	\$ 964,628	\$ 1,130,000	
Part-time	93,403	34,023	-	
Overtime	1,751	7,000	7,000	
Total Personnel Services	\$ 1,282,168	\$ 1,005,651	\$ 1,137,000	\$ -

PERSONNEL SCHEDULE

<u>Office of the Mayor</u>		<u>Office of the City Clerk</u>	
Mayor	1.00	City Clerk/Legislative Assistant	1.00
Gov't Affairs/Sr Comm Mgr	1.00	Deputy City Clerk	1.00
Executive Assistant to the Mayor	1.00	Receptionist	1.00
Total	3.00	Mailroom/Printing Clerk	1.00
		Duplicating Operator (shared w/Fin)	0.50
		Total	4.50
<u>Finance Department</u>		<u>Economic Development Department</u>	
Director of Finance	1.00	Economic Dev. Coordinator	1.00
Assistant Director of Finance	1.00		
Accounting Clerk	5.00		
Acctg Specialist (shared with City Clerk)	0.50		
Total	7.50		
<u>Human Resources</u>		<u>Community Development Office</u>	
Director of Human Resources	1.00	Comm. Dev. Coordinator	1.00
Human Resource Specialist	1.00		
Total	2.00		
		Full-time	18.00
		Full-time Equivalent (Part-time)	0.00
		Full-time Elected Official	1.00
Total Personnel	19.00		

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

38 - LEGISLATIVE DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
3800-Salaries & Benefits	\$ 129,891	\$ 131,647	\$ 127,438	
3858-Elected Official Expense	<u>18,772</u>	<u>27,000</u>	<u>27,000</u>	
Total	\$ 148,663	\$ 158,647	\$ 154,438	\$ -

PERSONNEL SERVICES

Full-time	\$ -	\$ -	\$ -	
Part-time	105,612	105,612	105,612	
Overtime	<u>-</u>	<u>-</u>	<u>-</u>	
Total Personnel Services	\$ 105,612	\$ 105,612	\$ 105,612	\$ -

PERSONNEL SCHEDULE

Councilmember's	<u>9.00</u>			
Total	9.00		Full-time	0.00
			Full-time Equivalent (Part-time)	0.00
Total Personnel	<u><u>9.00</u></u>		Elected Officials	9.00

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

36 - INFORMATION TECHNOLOGY DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	<i>2020 Merged with Media</i>
3600-Salaries & Benefits	\$ 233,951	\$ 219,833	
3621-Uniforms	289	750	
3624-Telecom/ Computer	147,524	191,500	
3629-Building & Grounds	-	10,000	
3630-Equip & Vehicle Expense	-	-	
3632-Office Expense	13,652	25,500	
3633-Material & Supplies	-	-	
3642-Travel, Training & Certifications	540	4,600	
3650-Professional Services	<u>74,615</u>	<u>85,542</u>	
Total	\$ 470,571	\$ 537,725	

PERSONNEL SERVICES

Full-time	\$ 169,992	\$ 150,237	\$ 170,000
Part-time	-	-	-
Overtime	-	5,000	5,000
Contract Services	<u>-</u>	<u>-</u>	<u>-</u>
Total Personnel Services	\$ 169,992	\$ 155,237	\$ 175,000

PERSONNEL SCHEDULE

IT Director (split with Police Department)	0.40		
IT Manager	1.00		
IT System Support Technician	<u>1.00</u>		
	2.40		
		Full-time	2.40
Total Personnel	<u>2.40</u>	Full-time Equivalent (Part-time)	0.00

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

70 - MEDIA DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	<i>2020 Merged with IT</i>
7000-Salaries & Benefits	\$ 176,714	\$ 197,407	
7030-Equip & Vehicle Expenses	218	3,000	
7032-Office Expense	1,817	2,000	
7033-Material & Supplies	618	2,500	
7042-Travel, Training & Certifications	258	2,000	
7043-Organizational Dues	-	-	
7050-Professional Service	18,933	25,900	
Total	\$ 198,558	\$ 232,807	

PERSONNEL SERVICES

Full-time	\$ 96,890	\$ 98,000	\$ 90,000
Part-time	-	-	-
Overtime	3,653	4,000	4,000
Contract Services	30,104	43,935	30,000
Total Personnel Services	\$ 130,647	\$ 145,935	\$ 124,000

PERSONNEL SCHEDULE

Media Director (split with Police Dept & IT)	0.20		
Media/TV Station Manager	1.00		
Video Specialist	<u>1.00</u>		
Total	2.20		
Total Personnel	<u>2.20</u>	Full-time Equivalent (Part-time)	Full-time 2.20 0.00

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

36 - IT/MEDIA DEPARTMENT (FY20 Merged)

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
3600-Salaries & Benefits	\$ 410,665	\$ 417,240	\$ 405,454	
3621-Uniforms	289	750	1,500	
3624-Telecom/ Computer	147,524	191,500	169,000	
3629-Building & Grounds	-	10,000	-	
3630-Equip & Vehicle Expense	218	3,000	-	
3632-Office Expense	15,469	27,500	18,500	
3633-Material & Supplies	618	2,500	-	
3642-Travel, Training & Certifications	798	6,600	4,000	
3644-License, Permits & Inspections		-	2,000	
3650-Professional Services	<u>93,548</u>	<u>111,442</u>	<u>44,000</u>	
Total	\$ 669,129	\$ 770,532	\$ 644,454	\$ -

PERSONNEL SERVICES

Full-time	\$ 266,882	\$ 248,237	\$ 260,000	
Part-time	-	-	-	
Overtime	3,653	9,000	9,000	
Contract Services	<u>30,104</u>	<u>43,935</u>	<u>30,000</u>	
Total Personnel Services	\$ 300,639	\$ 301,172	\$ 299,000	\$ -

PERSONNEL SCHEDULE

IT Director (split with Police Department)	0.60	Media Manager	1.00
IT Manager	1.00	Video Specialist	<u>1.00</u>
IT System Support Technician	<u>1.00</u>		2.00
	2.60		
		Full-time	4.60
Total Personnel	<u><u>4.60</u></u>	Full-time Equivalent (Part-time)	0.00

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

49 - POLICE DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
4900-Salaries & Benefits	\$ 9,537,987	\$ 9,591,852	\$ 9,749,054	
Administrative Cross Charge recorded as Revenue prior to FY19	1,463,525	-	-	
4921-Uniforms	88,343	114,500	101,000	
4924-Telecom/Computer	315,050	393,700	340,500	
4926-Utilities	47,372	62,500	50,000	
4927-Gasoline	188,136	321,500	200,000	
4929-Buildings & Grounds	68,429	72,800	74,600	
4930-Equip & Vehicle Expense	27,928	66,283	47,900	
4931-Lease/ Rental Equip	21,456	23,500	30,800	
4932-Office Expense	32,912	49,000	46,000	
4933-Material & Supplies	25,811	38,310	67,500	
4942-Travel, Training & Certifications	84,989	97,700	87,600	
4943-Organizational Dues	-	6,000	6,000	
4950-Professional Service	-	7,500	7,500	
4952-Programs & Events	-	-	18,700	
4961-Capital Adds (will budget based on forfeitures)	<u>59,672</u>	<u>100,777</u>	<u>-</u>	
Total	\$ 11,961,610	\$ 10,945,922	\$ 10,827,154	\$ -

PERSONNEL SERVICES

Full-time	\$ 7,406,446	\$ 7,651,000	\$ 8,097,000	
Part-time	244,312	423,235	250,000	
Overtime	<u>387,417</u>	<u>335,000</u>	<u>336,000</u>	
Total Personnel Services	\$ 8,038,175	\$ 8,409,235	\$ 8,683,000	\$ -

49 - POLICE DEPARTMENT (CONTINUED)

PERSONNEL SCHEDULE

Office of the Chief

Chief of Police	1.00
Administrative Assistant	<u>1.00</u>
Total	2.00

Bureau of Support Services

Major	1.00
Sergeant	1.00
Police Officer	4.00
IT Director	0.40
IT Manager	1.00
Dispatcher	9.00
Dispatcher p/t	2.90
Administrative Assistant	1.00
Clerk Typist	3.00
Class "C" Person	1.00
Custodian p/t	<u>0.73</u>
Total	25.03

Bureau of Field Operations

Captain	1.00
Lieutenant	5.00
Sergeant	6.00
Police Officer	64.00
Reserve Officer p/t	1.99
Clerk Typist	<u>1.00</u>
Total	78.99

Bureau of Investigations

Captain	1.00
Sergeant	2.00
Police Officer	10.00
Correction Officer	<u>5.00</u>
Total	18.00

Total Personnel	<u><u>124.02</u></u>	Full-time	118.40
		Full-time Equivalent (Part-time)	5.62

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

41 - MUNICIPAL COURT DEPARTMENT

	Actual	Budget	Proposed	Adopted
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>
<u>Account</u>				
4100-Salaries & Benefits	\$ 470,427	\$ 552,929	\$ 557,337	
4124-Telecom/Computer	-	43,200	43,200	
4132-Office Expense	10,102	11,050	11,800	
4142-Travel, Trainging & Certifications	3,133	4,050	4,550	
4143-Organizational Dues	-	200	200	
4150-Professional Service	<u>31,109</u>	<u>7,400</u>	<u>7,400</u>	
Total	\$ 514,771	\$ 618,829	\$ 624,487	\$ -

PERSONNEL SERVICES

Full-time	\$ 250,248	\$ 300,000	\$ 305,000	
Part-time	92,954	87,079	94,000	
Overtime	-	-	-	
Contract Services	<u>-</u>	<u>20,000</u>	<u>18,128</u>	
Total Personnel Services	\$ 343,202	\$ 407,079	\$ 399,000	\$ -

PERSONNEL SCHEDULE

Municipal Court

Court Clerk	1.00
Assistant Court Clerk - Court	5.00
Assistant Court Clerk - Court P/T	0.00
Custodian	<u>1.00</u>
Total	7.00
Total Personnel	<u><u>8.00</u></u>

Elected Positions

Judge	1.00
<u>Appointed Positions - Contract Services</u>	
Provisional Judge	
Public Defender	
Full-time	7.00
Full-time Equivalent (Part-time)	0.00
Elected Officials	1.00

35 - PROSECUTING ATTORNEY DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
3500-Salaries & Benefits	\$ 248,314	\$ 276,551	\$ 241,685	
3524-Telecom/Computer	-	500	5,081	
3532-Office Expense	2,461	2,000	2,000	
3542-Travel/ Training/ Cert	1,783	3,500	3,900	
3543-Organizational Dues	-	-	-	
3550-Professional Services	-	5,000	15,144	
Total	\$ 252,558	\$ 287,551	\$ 267,810	\$ -

PERSONNEL SERVICES

Full-time	\$ 44,153	\$ 45,000	\$ 43,000	
Part-time	22,534	30,000	-	
Overtime	-	-	-	
Contract Services	160,663	177,133	180,300	
Total Personnel Services	\$ 227,350	\$ 252,133	\$ 223,300	\$ -

PERSONNEL SCHEDULE

<u>Municipal Court</u>		Appointed Positions - Contract Services	
Prosecuting Attorney Clerk	<u>1.00</u>	Prosecuting Attorney	
Total	1.00	Assistant Prosecuting Attorney	
Total Personnel	<u><u>1.00</u></u>	Full-time	1.00
		Full-time Equivalent (Part-time)	1.00

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

37 - HOUSING RESOURCE CENTER DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
3700-Salaries & Benefits	\$ 71,520	\$ 48,278	\$ 50,344	
3721-Uniforms	450	450	450	
3732-Office Expense	-	1,000	1,000	
3742-Travel, Training & Certifications	<u>-</u>	<u>1,000</u>	<u>1,000</u>	
Total	\$ 71,970	\$ 50,728	\$ 52,794	\$ -

PERSONNEL SERVICES

Full-time	\$ 40,755	\$ 35,000	\$ 35,000	
Part-time	20,837	-	-	
Overtime	<u>-</u>	<u>-</u>	<u>-</u>	
Total Personnel Services	\$ 61,592	\$ 35,000	\$ 35,000	\$ -

PERSONNEL SCHEDULE

Administrative Assistant	0.00		
Community Development Specialist f/t*	2.00		
Volunteer Coordinator p/t	<u>0.00</u>		
Total	2.00		
	<u>2.00</u>		
Total Personnel		Full-time	2.00
		Full-time Equivalent (Part-time)	0.00

*50% of the wages and benefits for the full-time Community Development Specialist are paid out of Community Development Block Grant Funds.

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

39 - SENIOR SERVICES DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
3900-Salaries & Benefits	\$ 130,558	\$ 141,000	\$ 147,194	
3921-Uniforms	101	100	400	
3926-Utilities	4,176	6,600	6,600	
3929-Bldg. & Grounds	2,898	10,200	9,800	
3932-Office Expense	856	1,600	2,000	
3942-Travel, Training & Certifications	180	1,000	1,000	
3950-Professional Services	14,459	-	-	
3952-Programs & Events	17,637	44,180	44,935	
3953-Publicity	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	
Total	\$ 172,365	\$ 206,180	\$ 213,429	\$ -

PERSONNEL SERVICES

Full-time	\$ 79,678	\$ 82,000	\$ 83,000	
Part-time	11,492	17,000	24,000	
Overtime	<u>-</u>	<u>-</u>	<u>-</u>	
Total Personnel Services	\$ 91,170	\$ 99,000	\$ 107,000	\$ -

PERSONNEL SCHEDULE

Senior Citizen Coordinator	1.00	<u>Dining Center</u>	
Clerk Typist	<u>1.00</u>	Support Staff p/t	1.13
Total Full-time	2.00	Custodian p/t	<u>0.00</u>
		Total Part-time	1.13
		Full-time	2.00
Total Personnel	<u><u>3.13</u></u>	Full-time Equivalent (Part-time)	1.13

42 - HEALTH DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	<i>2020 Merged with Public Works</i>
4200-Salaries & Benefits	\$ 659,886	\$ 690,500	
4221-Uniforms	1,492	3,900	
4224-Telecom/Computer	-	-	
4226-Utilities	9,931	12,000	
4227-Gasoline	37,431	55,000	
4229-Bldg. & Grounds	16,884	22,000	
4230-Equip & Vehicle Expense	-	10,000	
4232-Office Expense	3,803	8,000	
4233-Material & Supplies	16,619	40,000	
4242-Travel/ Training/ Cert	905	2,500	
4243-Organizational Dues	-	-	
4250-Professional Service	<u>9,899</u>	<u>40,000</u>	
Total	\$ 756,850	\$ 883,900	

PERSONNEL SERVICES

Full-time	\$ 343,270	\$ 333,000	\$ 411,000
Part-time	134,163	107,000	50,000
Part-time-Seasonal	-	24,000	31,000
Overtime	<u>12,268</u>	<u>25,000</u>	<u>20,000</u>
Total Personnel Services	\$ 489,701	\$ 489,000	\$ 512,000

PERSONNEL SCHEDULE

<u>Health Department</u>		<u>Transportation</u>	
Class "A" Foreman	1.00	FLERT Bus Driver	2.00
Class "A" Person	1.00	FLERT Bus Drivers p/t	1.85
Class "B" Person	1.00	Senior Citizen Bus Drivers p/t	<u>0.00</u>
Class "C" Person	4.00	Total	3.85
Clerk Typist	2.00		
Kennelman p/t	0.00		
Summer Laborers p/t	<u>1.85</u>		
Total	10.85		
		Full-time	11.00
Total Personnel	<u><u>14.70</u></u>	Full-time Equivalent (Part-time)	3.70

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

48 - PUBLIC WORKS DEPARTMENT

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	<i>2020 Merged with Health</i>
4800-Salaries & Benefits	\$ 2,914,800	\$ 2,862,606	
Administrative Cross Charge recorded as Revenue prior to FY19	445,256	-	
4821-Uniforms	8,002	9,900	
4824-Telecom/ Computer	-	30,000	
4826-Utilities	85,678	110,000	
4827-Gasoline	40,711	77,000	
4829-Bldg. & Grounds	-	-	
4830-Equip & Vehicle Expense	-	-	
4832-Office Expense	14,955	24,000	
4833-Material & Supplies	50,517	115,000	
4342-Travel, Training & Certifications	12,407	33,440	
4343-Organizational Dues	-	4,055	
4850-Professional Service	<u>212,771</u>	<u>226,189</u>	
Total	\$ 3,785,097	\$ 3,492,190	

PERSONNEL SERVICES

Full-time	\$ 2,278,647	\$ 2,224,090	\$ 2,253,000
Part-time	95,745	99,000	171,000
Part-time-Seasonal	-	-	7,300
Overtime	<u>45,220</u>	<u>90,000</u>	<u>90,000</u>
Total Personnel Services	\$ 2,419,612	\$ 2,413,090	\$ 2,521,300

48 - PUBLIC WORKS DEPARTMENT (CONTINUED)

PERSONNEL SCHEDULE

Office of the Director

Director of Public Works	1.00
Executive Assistant	<u>1.00</u>
Total	2.00

Street Division

Street Superintendent	1.00
Permit/Inspection Clerk	1.00
Class "A" Foreman	1.00
Class "A" Person	2.00
Class "B" Person	2.00
Street Sweeper	1.00
Class "C" Person	5.00
Equipment Maintenance Supv.	1.00
Equipment Maint. Mechanic	2.00
Summer Laborers p/t Seasonal	<u>1.23</u>
Total	17.23

Engineering Division

City Engineer	1.00
Custodian	2.00
Chief Engineer	1.00
Building Maintenance	2.00
Custodian p/t	<u>1.45</u>
Total	7.45

Building Division

Building Commissioner	1.00
Plan Reviewer	1.00
Combination Comm. Inspector	1.00
Multi-Building Inspector	5.00
Inspector/Code Enforcement	1.00
Prop. Maint & Housing Inspector	2.00
GIS/Permit Inspection Clerk	1.00
Lead Permit/Inspection Clerk	1.00
Permit/Inspection Clerk	7.00
Code Enforcement p/t	1.45
Permit/Inspection Clerk p/t	0.73
Building/Housing Inspector p/t	<u>0.73</u>
Total	22.90

Sewer Lateral

Permit/Inspection Clerk	1.00
Class "A" Person	1.00
Class "B" Person	1.00
Class "C" Person	<u>1.00</u>
Total	4.00

Total Personnel	<u><u>53.58</u></u>
-----------------	---------------------

Full-time	48.00
Full-time Equivalent (Part-time)	5.58

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

48 - PUBLIC WORKS DEPARTMENT - (FY 20 Merged with Health Dept)

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
4800-Salaries & Benefits	\$ 3,574,686	\$ 3,553,106	\$ 3,610,167	
Administrative Cross Charge recorded as Revenue prior to FY19	445,256	-	-	
4821-Uniforms	9,494	13,800	13,800	
4824-Telecom/ Computer	-	30,000	43,000	
4826-Utilities	95,609	122,000	121,000	
4827-Gasoline	78,142	132,000	90,000	
4829-Bldg. & Grounds	16,884	22,000	-	
4830-Equip & Vehicle Expense	-	10,000	-	
4832-Office Expense	18,758	32,000	25,000	
4833-Material & Supplies	67,136	155,000	-	
4342-Travel, Training & Certifications	13,312	35,940	35,940	
4343-Organizational Dues	-	4,055	4,800	
4850-Professional Service	<u>222,670</u>	<u>266,189</u>	<u>45,000</u>	
Total	\$ 4,541,947	\$ 4,376,090	\$ 3,988,707	\$ -

PERSONNEL SERVICES

Full-time	\$ 2,621,917	\$ 2,557,090	\$ 2,733,000	
Part-time	229,908	206,000	179,000	
Part-time-Seasonal	-	24,000	60,000	
Overtime	<u>57,488</u>	<u>115,000</u>	<u>110,000</u>	
Total Personnel Services	\$ 2,909,313	\$ 2,902,090	\$ 3,082,000	\$ -

48 - PUBLIC WORKS DEPARTMENT (Cont.) - (FY 20 Merged with Health Dept)

PERSONNEL SCHEDULE

Office of the Director

Director of Public Works	1.00
Executive Assistant	<u>1.00</u>
Total	2.00

Street Division

Street Superintendent	1.00
Permit/Inspection Clerk	1.00
Class "A" Foreman	1.00
Class "A" Person	2.00
Class "B" Person	2.00
Street Sweeper	1.00
Class "C" Person	5.00
Equipment Maintenance Supv.	1.00
Equipment Maint. Mechanic	2.00
Laborer p/t	0.00
Summer Laborers p/t	<u>1.23</u>
Total	17.23

Sewer Lateral

Permit/Inspection Clerk	1.00
Class "A" Person	1.00
Class "B" Person	1.00
Class "C" Person	<u>1.00</u>
Total	4.00

Engineering Division

City Engineer	1.00
Civil Engineer I	0.00
Engineering Intern p/t	0.00
Custodian	2.00
Custodian p/t	1.45
Chief Engineer	1.00
Building Maintenance	<u>2.00</u>
Total	7.45

Building Division

Building Commissioner	1.00
Plan Reviewer	1.00
Combination Comm. Inspector	1.00
Multi-Building Inspector	5.00
Inspector/Code Enforcement	1.00
Prop. Maint & Housing Inspector	2.00
GIS/Permit Inspection Clerk	1.00
Lead Permit/Inspection Clerk	1.00
Permit/Inspection Clerk	7.00
Code Enforcement p/t	1.45
Permit/Inspection Clerk p/t	0.73
Building/Housing Inspector p/t	<u>0.73</u>
Total	22.90

Health Department

Class "A" Foreman	1.00
Class "A" Person	1.00
Class "B" Person	1.00
Class "C" Person	4.00
Clerk Typist	2.00
Kennelman p/t	0.00
Summer Laborers p/t	<u>1.85</u>
Total	10.85

Transportation

FLERT Bus Driver	2.00
FLERT Bus Drivers p/t	1.85
Senior Citizen Bus Drivers p/t	<u>0.00</u>
Total	3.85

Total Personnel	<u><u>68.28</u></u>
-----------------	---------------------

Full-time	59.00
Full-time Equivalent (Part-time)	9.28

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

43 - RECREATION DEPARTMENT-THEATRE

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
4300-Salaries & Benefits	\$ 201,164	\$ 227,292	\$ 226,928	
4321-Uniforms	228	250	250	
4324-Telecom/Computer	-	-	6,250	
4329-Bldg. & Grounds	6,081	7,700	10,600	
4332-Office Expense	14,083	14,140	10,200	
4342-Travel, Training & Certifications	3,525	3,400	1,200	
4343-Organizational Dues	-	650	650	
4350-Professional Services	5,068	6,000	6,000	
4352-Programs & Events	161,525	181,079	187,700	
4353-Advertising	<u>10,035</u>	<u>12,850</u>	<u>14,000</u>	
Total	\$ 401,709	\$ 453,361	\$ 463,778	\$ -

PERSONNEL SERVICES

Full-time	\$ 137,625	\$ 140,000	\$ 147,000	
Part-time	8,848	15,000	15,000	
Overtime	<u>13</u>	<u>-</u>	<u>-</u>	
Total Personnel Services	\$ 146,486	\$ 155,000	\$ 162,000	\$ -

PERSONNEL SCHEDULE

Theater Manager	1.00		
Assistant Theater Manager	1.00		
Administrative Assistant*	<u>1.00</u>		
Total	3.00		
Total Personnel	<u>3.00</u>	Full-time Full-time Equivalent (Part-time)	3.00 0.00

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

44 - RECREATION DEPARTMENT - CIVIC AND COMMUNITY CENTERS

<u>Account</u>	<u>Actual</u> <u>2018</u>	<u>Budget</u> <u>2019</u>	<u>Proposed</u> <u>2020</u>	<u>Adopted</u> <u>2020</u>
4400-Salaries & Benefits	\$ 1,443,925	\$ 1,538,189	\$ 1,589,138	
4426-Utilities	<u>294,442</u>	<u>325,500</u>	<u>300,000</u>	
Total	\$ 1,738,367	\$ 1,863,689	\$ 1,889,138	\$ -

PERSONNEL SERVICES

Full-time	\$ 468,577	\$ 495,000	\$ 496,000	
Part-time	607,331	663,226	463,000	
Part-time Seasonal	-		206,000	
Overtime	4,650	6,000	6,000	
Contract Services	<u>96,509</u>	<u>86,500</u>	<u>111,500</u>	
Total Personnel Services	\$ 1,177,067	\$ 1,250,726	\$ 1,282,500	\$ -

PERSONNEL SCHEDULE

Superintendent of Recreation	1.00	Recreation Leaders II & III p/t	7.60
Center Director I	2.00	Receptionists p/t	5.30
Recreation Specialist	2.00	Custodians p/t	4.60
Clerk Typist	3.00	Park Rangers p/t	3.21
Custodian I	<u>4.00</u>	Rink Mgrs, Guards, Cashiers p/t	2.93
Total	12.00	JJE Pool Manager, Head Guard p/t	1.88
		JJE Pool Lifeguards p/t	<u>4.13</u>
		Total	29.64
		Full-time	12.00
Total Personnel	<u><u>41.64</u></u>	Full-time Equivalent (Part-time)	29.64

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

45 - RECREATION DEPARTMENT - SUMMER CAMP

	Actual	Budget	Proposed	Adopted
<u>Account</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>
4500-Salaries & Benefits	\$ 100,050	\$ 135,582	\$ 190,004	
Total	\$ 100,050	\$ 135,582	\$ 190,004	\$ -

PERSONNEL SERVICES

Full-time	\$ -	\$ -	\$ -	
Part-time	92,940	-	-	
Part-time-Seasonal	-	125,947	167,500	
Overtime	-	-	-	
Total Personnel Services	\$ 92,940	\$ 125,947	\$ 167,500	\$ -

PERSONNEL SCHEDULE

Directors p/t	0.47			
Assistant Directors p/t	0.87			
Playground Recreation Leaders p/t	<u>6.45</u>			
Total	7.79			
Total Personnel	<u><u>7.79</u></u>		Full-time \$ -	
		Full-time Equivalent (Part-time)		7.79

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

46 - RECREATION DEPARTMENT - BANGERT POOL

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
4600-Salaries & Benefits	\$ 155,414	\$ 199,278	\$ 266,189	
4626-Utilities	<u>36,515</u>	<u>50,000</u>	<u>50,000</u>	
Total	\$ 191,929	\$ 249,278	\$ 316,189	\$ -

PERSONNEL SERVICES

Part-time-Seasonal	\$ 144,995	\$ 175,827	\$ 232,000	
Contract Services	<u>-</u>	<u>10,000</u>	<u>10,000</u>	
Total Personnel Services	\$ 144,995	\$ 185,827	\$ 242,000	\$ -

PERSONNEL SCHEDULE

Pool Manager p/t	1.02			
Head Guard p/t	0.43			
Lifeguards p/t	6.75			
Cashiers p/t	<u>2.16</u>			
Total	10.36			
			Full-time	0.00
Total Personnel	<u>10.36</u>	Full-time Equivalent (Part-time)		10.36

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

47 - RECREATION DEPARTMENT - PARKS (FY20 Moved to Park Improvement Fund)

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	<i>2020 Moved to Park Imprvmt</i>
4700-Salaries & Benefits	\$ 397,892	\$ 354,485	
4726-Utilities	74,061	119,000	
4750-Professional Services	<u>43,918</u>	<u>48,000</u>	
Total	\$ 515,871	\$ 521,485	

PERSONNEL SERVICES

Full-time	\$ 242,153	\$ 185,000
Part-time	50,942	55,000
Contract Services	19,040	22,000
Overtime	<u>-</u>	<u>-</u>
Total Personnel Services	\$ 312,135	\$ 262,000

PERSONNEL SCHEDULE

<u>Office of the Director</u>		<u>Park Rangers</u>	
Director of Parks & Recreation	1.00	Senior Park Ranger	1.00
Administrative Assistant	<u>1.00</u>	Park Rangers p/t	<u>2.42</u>
Total	2.00	Total	3.42
		Full-time	3.00
Total Personnel	<u><u>5.42</u></u>	Full-time Equivalent (Part-time)	2.42

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

06 - RECREATION DEPARTMENT - GOLF COURSE

<u>Account</u>	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
0600-Salaries & Benefits	\$ 415,118	\$ 466,500	\$ 511,395	
0621-Uniforms	969	1,000	1,700	
0623-Postage & Printing	-	1,700	1,700	
0624-Telecom/Computer	-	3,200	-	
0626-Utilities	61,780	61,800	50,000	
0627-Gasoline	12,947	18,000	13,000	
0628-Merchandise	71,379	111,000	80,000	
0629-Bldg. & Grounds	102,076	111,300	111,000	
0630-Equip & Vehicle Repairs	33,213	47,000	40,000	
0631-Lease/ Rental Equip	80,855	88,700	90,000	
0632-Office Expense	1,662	4,000	4,000	
0642-Travel/ Training/ Cert	3,043	2,200	200	
0643-Organizational Dues	-	1,650	1,700	
0644-License,Permits & Inspections	-	1,900	1,870	
0650-Professional Services	13,025	10,100	10,100	
0653-Advertising	<u>8,001</u>	<u>8,000</u>	<u>8,200</u>	
Total	\$ 804,068	\$ 938,050	\$ 924,865	\$ -

PERSONNEL SERVICES

Full-time	\$ 168,394	\$ 173,500	\$ 178,000	
Part-time	154,938	188,000	58,000	
Part-time-Seasonal	-	-	165,000	
Overtime	<u>-</u>	<u>-</u>	<u>-</u>	
Total Personnel Services	\$ 323,332	\$ 361,500	\$ 401,000	\$ -

PERSONNEL SCHEDULE

<u>Course Operations</u>		<u>Course Maintenance</u>	
Golf Clubhouse Manager	1.00	Golf Course Superintendent	1.00
Asst. Golf Clubhouse Manager	1.00	Golf Course Laborer	1.00
Pro Shop Staff p/t	1.93	Laborer p/t	0.73
Cart Attendants p/t	1.95	Groundskeeper I p/t	<u>3.00</u>
Food & Beverage Staff p/t	<u>1.92</u>	Total	5.73
Total	7.79		
		Full-time	4.00
Total Personnel	<u><u>13.52</u></u>	Full-time Equivalent (Part-time)	9.52

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

03 - CAPITAL IMPROVEMENT FUND

	Actual	Budget	Proposed	Adopted
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>
<u>REVENUE</u>				
Capital Improvement Sales Tax	\$ 3,537,691	\$ 3,638,700	\$ 3,497,000	
Interest	43	4,000	-	
Miscellaneous Revenue	65,270	-	-	
Grants & Reimbursements	<u>312,896</u>	<u>377,465</u>	<u>-</u>	
Total Budgeted Revenue	\$ 3,915,900	\$ 4,020,165	\$ 3,497,000	\$ -
Less Total Budgeted Expenditure			<u>(3,617,600)</u>	\$ -
Equal Revenue Over/(Under) Expenditure			(120,600)	\$ -
Plus Estimated Beginning Fund Balance			<u>1,417,110</u>	\$ -
Equal Estimated Ending Fund Balance			\$ 1,296,510	\$ -

EXPENDITURES

0320-Debt Payment	\$ 390,986	\$ 399,000	\$ 515,000	
0314-Salary & Benefit Admin Cross Charge CIF	-	-	105,000	
0324-Telecom/Computer	-	-	180,500	
0329-Buildings & Grounds	77,939	70,000	187,500	
0330-Equip & Vehicle Expense	150,435	190,000	211,000	
0333-Material & Supplies	56,693	110,000	122,000	
0334-Street Markings	12,391	22,500	22,500	
0350-Professional Service	603,569	709,260	170,800	
0351-Street Lighting	410,982	515,000	515,000	
0352-Street Contracts	1,123,920	950,000	900,000	
0353-Bridge Repair & Maint.	32,323	55,000	50,000	
0354-Sidewalk Repairs	94,024	216,743	110,000	
0361-Capital Additions	<u>411,991</u>	<u>1,085,534</u>	<u>528,300</u>	
Total	\$ 3,365,253	\$ 4,323,037	\$ 3,617,600	\$ -

**City of Florissant
Capital Improvement Fund
2020 Budget (Amended 10/30/19)**

Acct #	Description	Budget 2019	Proposed Budget 2020	Adopted Budget 2020
REVENUES				
4-03100	CAPITAL IMPROVEMENT SALES TAX	\$ 3,590,700	\$ 3,450,000	
4-03110	CAPITAL IMPROVEMENT SALES TAX-T1	48,000	47,000	
4-03200	INTEREST	4,000	-	
4-03210	CAPITAL IMP. T1-INTEREST	-	-	
4-03300	MISCELLANEOUS REVENUE	-	-	
4-03310	INSURANCE PROCEEDS	-	-	
4-03510	GRANT REV - ST FERD/67-DESIGN	32,000	-	
4-03511	GRANT REV - ROBINWOOD	178,804	-	
4-03512	GRANT REV - ST. ANTHONY BRIDGE	141,661	-	
4-03513	GRANT REV - N. LAFAYETTE - ENG	-	-	
4-03530	GRANT REV - PARKS	25,000	-	
	TOTAL REVENUE	\$ 4,020,165	\$ 3,497,000	
EXPENSES				
5-03-20000	DEBT PAYMENT PRIOR 2019	\$ -	\$ 4,000	
5-03-20010	DEBT PAYMENT - 2011 COP	44,000	43,000	
5-03-20020	DEBT PAYMENT - 2016 SOB	355,000	356,000	
5-03-20030	DEBT PAYMENT - 2019 EQ LEASE/PURCHASE	-	112,000	
	TOTAL DEBT SERVICE	\$ 399,000	\$ 515,000	
5-03-14050	SALARY & BENEFIT CROSS CHARGE-CAP IMPRVMT		105,000	
5-03-24070	SOFTWARE PURCH & MAINT	-	30,500	
5-03-24030	INTERNET & FIBER CONNECTIVITY		150,000	
5-03-29000	BLDG & GROUNDS MAINT & SUPPLIES - OTHER	70,000	45,500	
5-03-29010	BLDG & GROUNDS MAINT & SUPPLIES - CITY HALL	-	30,000	
5-03-29020	BLDG & GROUNDS MAINT & SUPPLIES - GOVT BLDG		5,000	
5-03-29020	SECURITY MAINT & EQUIP	-	60,000	
5-03-29030	BLDG & GROUNDS MAINT & SUPPLIES - CITY GARAGE	-	25,000	
5-03-29040	BLDG & GROUNDS MAINT & SUPPLIES - HEALTH BLDG	-	22,000	
5-03-30000	EQUIPMENT REPAIRS & MAINTENANCE	10,000	93,000	
5-03-30010	VEHICLE REPAIRS & MAINTENANCE	180,000	110,000	
5-03-30020	SMALL TOOLS-PURCH/ REPAIR & MAINT	-	8,000	
5-03-33000	MATERIALS & SUPPLIES	110,000	122,000	
5-03-34000	STREET MARKINGS	22,500	22,500	
5-03-50010	PROF SERV - OTHER	656,560	117,700	
5-03-50020	PROF SERV - BANK FEES	600	600	
5-03-50031	PROF SERV - ACCTG/AUDIT	2,100	2,500	
5-03-50045	PROF SERV - COMPUTER SERVICES	-	40,000	
5-03-50050	PROF SERV - ENGINEERING	50,000	10,000	
5-03-51000	STREET LIGHTING	515,000	515,000	
5-03-52000	STREET CONTRACTS	950,000	900,000	
5-03-53010	BRIDGE REPAIR & MAINT	55,000	50,000	
5-03-54020	SIDEWALK REPAIRS	216,743	110,000	
	TOTAL SERVICES	\$ 2,838,503	\$ 2,574,300	

**City of Florissant
Capital Improvement Fund
2020 Budget (Amended 10/30/19)**

Acct #	Description	Budget 2019	Proposed Budget 2020	Adopted Budget 2020
	TOTAL CAPITAL ADDITIONS	\$ 1,085,534	\$ 528,300	
5-03-61360	CAPITAL ADDITIONS-INFO TECH/ MEDIA Sub-Total	134,700	70,000	
	Vehicle—IT Dept. \$25,000		-	
	Servers, Computers, Network Equipment, Misc		60,000	
	Appliances, Software		10,000	
	Cameras, & Video equip, new software, services -			
	Media			
5-03-61390	CAPITAL ADDITIONS-SENIOR CITIZEN Sub-Total	63,500	-	
5-03-61400	CAPITAL ADDITIONS-ADMIN Sub-Total	14,000	-	
5-03-61440	CAPITAL ADDITIONS-CIVIC CENTER jje Sub-Total	-	55,000	
	Sign for JJE & Theatre \$55,000			
5-03-61420	CAPITAL ADDITIONS-HEALTH Sub-Total	61,000	-	
5-03-61470	CAPITAL ADDITIONS-PARKS Sub-Total	50,000	-	
5-03-61480	CAPITAL ADDITIONS-PUBLIC WORKS / HEALTH Sub-Total	484,475	181,300	
	Street sweeper \$240,000 (Street Improvement Fund)		-	
	Ventrac Mowers		60,000	
	Trailer		10,000	
	3/4 Ton Truck		26,000	
	Small Tools		2,000	
	2 each 32" Stand on Mower		12,800	
	Health - 1 each Zero Turn 48" Mower, John Deere or		8,000	
	equal			
	1 Each 3/4 ton Pickups \$25,000		25,000	
	1-24 Passenger Senior Citizen Van \$100,000		-	
	Equipment lift for mower maintenance		7,500	
	Vehicle for Director 30,000		30,000	
5-03-61490	CAPITAL ADDITIONS-POLICE Sub-Total	197,859	222,000	
	Upgrade Existing locker room		100,000	
	(4) New Vehicles @\$30,500 each		122,000	
5-03-61700	CAPITAL ADDITIONS-MEDIA Sub-Total	80,000	-	
	TOTAL EXPENSES	\$ 4,323,037	\$ 3,617,600	
	NET OVER/UNDER	\$ (302,872)	\$ (120,600)	

09 - PARK IMPROVEMENT FUND

	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
<u>REVENUE</u>				
Park Improvement Sales Tax	\$ 3,507,969	\$ 3,534,000	\$ 3,450,000	
Interest	\$ 3,325	\$ 2,000	\$ 4,000	
Miscellaneous Revenue	\$ 1,450	\$ -	\$ -	
Grant Revenue	<u>\$ 518,629</u>	<u>\$ 964,248</u>	<u>\$ 531,400</u>	
Total Budgeted Revenue	\$ 4,031,373	\$ 4,500,248	\$ 3,985,400	
		Less Total Budgeted Expenditure	(4,644,117)	\$ -
		Equal Revenue Over/(Under) Expenditure	(658,717)	\$ -
		Plus Estimated Beginning Fund Balance	<u>1,167,727</u>	
		Equal Estimated Ending Fund Balance	\$ 509,010	\$ -

EXPENDITURES

0900-Salaries & Benefits	\$ 1,449,986	\$ 1,475,645	\$ 1,827,622	
0920-Debt Payment	874,906	876,000	974,000	
0921-Uniforms	12,915	17,000	18,150	
0924-Telecom/Computer	-	13,240	7,000	
0926-Utilities	-	-	95,000	
0927-Gasoline	50,872	66,500	60,500	
0928-Merchandise-Concessions	29,444	36,600	36,600	
0929-Buildings & Grounds	169,334	300,451	225,125	
0930-Equip & Vehicle Expense	43,562	50,636	40,000	
0931-Equip Rental/Lease	-	5,750	6,320	
0932-Office Expense	21,867	31,300	29,400	
0933-Material & Supplies	108,742	171,961	167,200	
0942-Travel, Training and Certification	10,738	17,560	13,100	
0943-Organizational Dues	-	2,800	1,000	
0944-License, Permits & Inspections	119	11,900	11,300	
0950-Professional Services	208,418	29,355	20,000	
0952-Program & Events	35,620	80,600	77,700	
0954-Publicity	7,598	16,300	28,500	
0961-Capital Additions	<u>830,009</u>	<u>2,083,904</u>	<u>1,005,600</u>	
Total	\$ 3,854,130	\$ 5,287,502	\$ 4,644,117	\$ -

PERSONNEL SERVICES

Full-time	\$ 896,106	\$ 842,861	\$ 1,030,000	
Part-time	91,930	40,000	95,000	
Part-time Seasonal	-	85,000	97,000	
Overtime	25,682	45,000	35,000	
Contract Services	-	<u>4,200</u>	<u>72,000</u>	
Total Personnel Services	\$ 1,013,718	\$ 1,017,061	\$ 1,329,000	\$ -

PERSONNEL SCHEDULE

<u>Park Maintenance - full-time</u>		<u>Part-time & Seasonal Staff</u>	
Parks Director	1.00	Park Maint. p/t	1.45
Administrative Assistant	1.00	Park Maint. - Summer Laborers p/t	4.10
Senior Ranger	1.00		Total 5.55
Park Superintendent	1.00		
Class "A" Foreman	1.00		
Forester I	1.00		
Class "A" Person	5.00		
Class "B" Person	4.00		
Class "C" Person	<u>5.00</u>		
Total	20.00		
		Full-time	20.00
Total Personnel	<u>25.55</u>	Full-time Equivalent (Part-time)	5.55

City of Florissant
Park Improvement Fund
2020 Budget (Amended 10/30/19)

Acct #	Description	Budget 2019	Proposed Budget 2020	Adopted Budget 2020
REVENUES				
4-09100	PARK IMPROVEMENT SALES T	\$ 3,314,000	\$ 3,200,000	
4-09110	PARK IMP. SALES TAX-T1	220,000	250,000	
4-09200	INTEREST	2,000	4,000	
4-09210	INTEREST-PIF SALES TAX-T	-		
4-09300	MISCELLANEOUS REVENUE			
4-09310	INSURANCE PROCEEDS			
4-09500	GRANTS & REIMBURSEMENTS			
4-09510	GRANT REV - STLCO SPLASH	526,000	525,000	
4-09520	GRANT REV - STLCO PARK P	6,400	6,400	
4-09530	GRANT REV - PARKS	25,000	-	
4-09540	GRANT REV - MANION PARK PHASE II	406,848	-	
	TOTAL REVENUE	\$ 4,500,248	\$ 3,985,400	
EXPENSES				
5-09-10010	FULL-TIME	\$ 842,861	\$ 1,030,000	
5-09-10020	OVERTIME	45,000	35,000	
5-09-10030	PART-TIME	35,000	95,000	
5-09-10040	PART-TIME SEASONAL	90,000	97,000	
5-09-13010	F.I.C.A.	77,484	96,161	
5-09-13019	DB PENSION	42,120	43,379	
5-09-13020	DC PENSION	112,880	92,408	
5-09-13021	FORFEITED DC PENSION CON	-	-	
5-09-13030	MEDICAL INS.	146,700	171,150	
5-09-13040	DENTAL INS.	7,000	10,000	
5-09-13050	LIFE INS.	5,000	7,500	
5-09-13070	LONG TERM DIS.	3,000	5,000	
5-09-13100	RESIDENCY INCENTIVE PROG	14,400	13,200	
5-09-13120	WORKER'S COMPENSATION IN	50,000	59,824	
5-09-16000	CONTRACT SERVICES	2,000	72,000	
	TOTAL SALARIES & BENEFITS	1,473,445	1,827,622	
5-09-20000	DEBT PAYMENT - Add'l expenses		5,000	
5-09-20010	DEBT PAYMENT - COP	537,000	543,000	
5-09-20020	DEBT PAYMENT - 2016 SOB	339,000	341,000	
5-09-20030	DEBT PAYMENT - EQUIP LEASE PURCH SERIES 2019	-	85,000	
	TOTAL DEBT SERVICE	876,000	974,000	
5-09-21440	UNIFORMS - JJE	3,850	4,600	
5-09-21441	UNIFORMS - JFK	750	1,000	
5-09-21450	UNIFORMS-SUMMER CAMP	1,150	1,100	
5-09-21460	UNIFORMS - BANGERT	2,910	2,800	
5-09-21470	UNIFORMS - PARKS	8,700	8,650	
5-09-24020	CABLE TV SERV & EQUIP	1,540	-	
5-09-24070	SOFTWARE PURCHASE & MAINT	7,700	5,000	
5-09-24470	RADIO/WALKIE REPAIR & MA	4,000	2,000	
5-09-26000	UTILITIES		95,000	
5-09-27440	GASOLINE-CENTERS	5,500	5,500	

City of Florissant
Park Improvement Fund
2020 Budget (Amended 10/30/19)

Acct #	Description	Budget 2019	Proposed Budget 2020	Adopted Budget 2020
5-09-27470	GASOLINE-PARKS	61,000	55,000	
5-09-28400	MERCHANDISE-CONCESSIONS-Skate	500	500	
5-09-28440	MERCHANDISE-CONCESSIONS-Ctrs	20,100	18,100	
5-09-28460	MERCHANDISE-CONCESSIONS-Bangert	16,000	18,000	
5-09-29020	BLDG & GROUNDS- NATURE L	4,000	4,000	
5-09-29030	BLDG & GROUNDS MAINT-TRE	154,500	109,500	
5-09-29440	BLDG & GROUNDS -JJE	64,026	44,850	
5-09-29441	BLDG & GROUNDS -JFK	22,000	17,350	
5-09-29442	BLDG & GROUNDS - JJE POOL	9,000	9,500	
5-09-29460	BLDG & GROUNDS-BANGERT	17,025	13,025	
5-09-29470	BLDG & GROUNDS - PARKS	16,900	16,900	
5-09-29472	PARK PAVEMENT REPAIRS	-	10,000	
5-09-30010	VEHICLE REPAIRS	15,000	-	
5-09-30440	EQUIPMENT REPAIRS & MAIN - JJE	2,000	2,000	
5-09-30470	EQUIPMENT REPAIRS & MAIN - PARKS	28,636	38,000	
5-09-31440	EQUIPMENT RENTAL	-		
5-09-31460	EQUIPMENT RENTAL/LEASE-BANGERT	1,220	1,020	
5-09-31470	EQUIPMENT RENTAL/LEASE-PARKS	5,730	5,300	
5-09-32440	OFFICE EXPENSE - JJE	11,500	11,600	
5-09-32441	OFFICE EXPENSE - JFK	2,300	5,300	
5-09-32470	OFFICE EXPENSE - PARKS	17,500	12,500	
5-09-33440	MATERIAL & SUPPLIES - JJE	10,000	11,300	
5-09-33441	MATERIAL & SUPPLIES - JFK	10,000	17,100	
5-09-33442	MATERIAL & SUPPLIES - JJE POOL	13,100	8,000	
5-09-33443	MATERIAL & SUPPLIES -ICE RINK	10,000	7,000	
5-09-33460	MATERIALS & SUPPLIES-BANGERT POOL	22,861	20,300	
5-09-33470	MATERIALS & SUPPLIES-PARKS	114,000	103,500	
5-09-42440	TVL,TRAINING,CERTS-JJE (CENTERS)	5,700	2,200	
5-09-42450	TVL,TRAINING,CERTS-SUMMER CAMP	5,960	5,000	
5-09-42470	TVL,TRAINING,CERTS-PARKS	5,900	5,900	
5-09-43470	ORGANIZATIONAL DUES	2,800	1,000	
5-09-44440	LIC,PRMT,INSP-JJE	7,700	7,150	
5-09-44441	LIC,PRMT,INSP - JFK	800	-	
5-09-44460	LIC,PRMT,INSP - BANGERT	3,400	4,150	
5-09-50010	PROF SERV - OTHER	8,305	7,500	
5-09-50020	PROF SERV-BANK FEE	10,000	10,000	
5-09-50031	PROF SERV - ACCTG/AUDIT	2,050	2,500	
5-09-50440	PROF SERV-JJE	1,000		
5-09-50470	PROF SERV-PARKS	9,000	-	
5-09-52070	JULY 4TH EVENTS	30,000	30,000	
5-09-52440	PROG & EVENT EXP - JJE	34,000	33,500	
5-09-52441	PROGRAM & EVENT EXP - JFK	3,000	3,000	
5-09-52450	PROG & EVENT EXP - SUMMER CAMP	10,140	9,000	
5-09-52470	PROGRAM & EVENT EXP. - PARKS	3,100	2,200	
5-09-53010	PUBLICITY	26,300	28,500	
	TOTAL SERVICE	854,153	836,895	
	TOTAL PROGRAM SERVICES	3,203,598	3,638,517	

**City of Florissant
Park Improvement Fund
2020 Budget (Amended 10/30/19)**

Acct #	Description		Budget 2019	Proposed Budget 2020	Adopted Budget 2020
CAPTITAL ADDITIONS (PARK IMPROVEMENT FUND):					
5-09-61060	CAPITAL ADDITIONS-GOLF COURSE	Sub-Total	-	32,200	
	John Deere 2500E Cuty Hybrid			32,200	
	John Deere Pro Gator			28,000	
5-09-61430	CAPITAL ADDITIONS-THEATRE	Sub-Total	7,000	5,000	
	Replace Stage Floor w/Marley Dance Floor			5,000	
5-09-61440	CAPITAL ADDITIONS-JJE	Sub-Total	169,092	59,000	
	Youth Lounge Furniture & Video Games			5,000	
	Sign for JJE & Theatre			-	
	\$55,0000 move to CIF				
	Sandblast and Paint Indoor Pool			22,000	
	Replacement of DE Filters			32,000	
5-09-61441	CAPITAL ADDITIONS - JFK	Sub-Total	5,000	10,500	
	Replace Cable crossover machine			5,500	
	Youth Lounge Furniture & Video Games			5,000	
5-09-61460	CAPITAL ADDITIONS-BANGER POOL	Sub-Total	40,640	28,900	
	Refurbish Splash Pad			18,500	
	Replace 15 yr old Diving Blocks			10,400	
5-09-61470	CAPITAL ADDITIONS-PARK IMPROVEMENT	Sub-Total	1,644,472	734,000	
	Replace St. Ferdinand Front Playground \$75,000			75,000	
	Install Dugouts St Ferdinand (4 fields = 8 dugouts)			50,000	
	STLCO Mun Park Grant - Enhance Koch Park				
	Splash Pad (Reimb 85% up to \$525,000)			609,000	
5-09-61471	CAPITAL ADDITIONS - PARK EQUIP	Sub-Total	137,700	136,000	
	Replace (1) zero turn mowers			14,000	
	Wide Area Mower			65,000	
	Replace Playground Van w/Truck \$32,000			32,000	
	Replace R3 Tahoe with mid-size truck \$25,000			25,000	
5-09-61560	CAPITAL ADDITIONS - KOCH	Sub-Total	80,000	-	
	TOTAL CAPITAL ADDITIONS		2,083,904	1,005,600	
	TOTAL EXPENSES		\$ 5,287,502	\$ 4,644,117	
	NET OVER/UNDER		\$ (787,254)	\$ (658,717)	

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

08 - STREET FUND

Actual	Budget	Proposed	Adopted
<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>

REVENUE

Revenue	\$	1,553,696	\$	1,582,000	\$	1,500,000	
Interest		3,007		-		-	
Grant Revenue		<u>-</u>		<u>2,021,608</u>		<u>390,000</u>	
Total Budgeted Revenue	\$	1,556,703	\$	3,603,608	\$	1,890,000	\$ -
						<u>(1,790,000)</u>	<u>-</u>
Equal Revenue Over/(Under) Expenditure						100,000	-
Plus Estimated Beginning Fund Balance						<u>354,495</u>	-
Equal Estimated Ending Fund Balance					\$	454,495	\$ -

EXPENDITURES

0814-Salary & Benefit Cross Charge - Street Fund	\$	-	\$	-	\$	255,000	
0833-Material & Supplies		-		-		95,000	
0852-Street Contracts		1,308,370		4,512,210		1,200,000	
0861-Capital Additions		<u>-</u>		<u>-</u>		<u>240,000</u>	
Total	\$	1,308,370	\$	4,512,210	\$	1,790,000	\$ -

**City of Florissant
Street Fund
2020 Budget (Amended 10/30/19)**

Acct #	Description	Budget 2019	Proposed Budget 2020	Adopted Budget 2020
REVENUES				
4-08100	REVENUE	\$ 1,582,000	\$ 1,500,000	
4-08200	INTEREST	-		
4-08510	GRANT REV - ST FERD & 67	160,000		
4-08511	GRANT REV - N LAFAYETTE PHASE I	892,792		
4-08512	GRANT REV - N LAFAYETTE PHASE II	968,816	390,000	
		-	-	
	TOTAL REVENUE	\$ 3,603,608	\$ 1,890,000	
EXPENSES				
5-08-14040	SALARY & BENEFIT CROSS CHARGE STREET FUND		255,000	
5-08-33020	MATERIALS & SUPPLIES - SNOW & ICE REMOVAL	-	95,000	
5-08-52000	STREET CONTRACT	1,985,200	1,200,000	
5-08-52100	CONTRACTS - N LAFAYETTE	200,000		
5-08-52200	CONTRACTS - N LAFAYETTE	1,115,990		
5-08-52300	CONTRACTS - ST FERD & 67	1,211,020		
	Sub-Total	4,512,210	1,550,000	
CAPITAL ADDITIONS (STREET IMPROVEMENT FUND):		Sub-Total	\$ -	\$ 240,000
5-08-61000	CAPITAL ADDITIONS			
	STREET SWEEPER		240,000	
	TOTAL EXPENSES	\$ 4,512,210	\$ 1,790,000	
	NET OVER/UNDER	\$ (908,602)	\$ 100,000	

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

04 - SEWER LATERAL FUND

	Actual	Budget	Proposed	Adopted
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>
<u>REVENUE</u>				
Revenue	\$ 607,972	\$ 539,000	\$ 500,000	
Interest	18,394	9,000	9,000	
Miscellaneous Revenue	<u>-</u>	<u>-</u>	<u>-</u>	
Total Budgeted Revenue	\$ 626,366	\$ 548,000	\$ 509,000	\$ -
Less Total Budgeted Expenditure			<u>(805,835)</u>	<u>-</u>
Equal Revenue Over/(Under) Expenditure			(296,835)	-
Plus Estimated Beginning Fund Balance			<u>1,357,350</u>	<u>-</u>
Equal Estimated Ending Fund Balance			\$ 1,060,515	\$ -

EXPENDITURES

8000-Salaries & Benefits	\$ 328,112	\$ 382,000	\$ 371,000	
8021-Uniforms	798	900	900	
8024-Telecom/Computer	-	5,000	5,000	
8027-Gasoline	6,890	14,000	14,000	
8030-Equipment & Vehicle Expense	17,643	25,000	25,000	
8032-Office Expense	678	3,000	3,000	
8033-Material and Supplies	28,757	38,000	38,000	
8042-Travel, Training & Certification	486	1,500	1,500	
8043-Organizational Dues	-	335	335	
8050-Professional Services	331,529	174,100	174,100	
8055-Insurance & Bonds	8,136	-	15,000	
8061-Capital Additions	<u>46,319</u>	<u>25,000</u>	<u>158,000</u>	
Total	\$ 769,348	\$ 668,835	\$ 805,835	

**City of Florissant
Sewer Lateral
2020 Budget (Amended 10/30/19)**

Acct #	Description	Budget 2019	Proposed Budget 2020	Adopted Budget 2020
REVENUES				
4-81100	SEWER LATERAL REVENUE	\$ 539,000	\$ 500,000	
4-81200	INTEREST	9,000	9,000	
	TOTAL REVENUE	\$ 548,000	\$ 509,000	
EXPENSES				
5-80-14010	SALARY & BENEFIT CROSS CHG - SEW LAT	382,000	371,000	
5-80-21000	UNIFORMS AND ALLOWANCES	900	900	
5-80-24050	COMPUTER EQUIP, MAINT &	5,000	5,000	
5-80-27000	GASOLINE	14,000	14,000	
5-80-30000	EQUIPMENT REPAIRS	10,000	10,000	
5-80-30010	VEHICLE REPAIRS	15,000	15,000	
5-80-32000	OFFICE SUPPLIES/PRINTING	3,000	3,000	
5-80-33000	MATERIALS & SUPPLIES	38,000	38,000	
5-80-42000	TRAVEL, TRAINING & CERTIFICATION	1,500	1,500	
5-80-43000	ORGANIZATIONAL DUES	335	335	
5-80-50010	PROFESSIONAL SERVICES -			
5-80-50020	PROFESSIONAL SERVICES-BA	1,000	1,000	
5-80-50031	PROF SERV - ACCTG & AUDIT	2,100	2,100	
5-80-50050	PROF SERV - SEWER LAT REPAIRS	125,000	125,000	
5-80-50060	PROF SERV-SEWER LATERAL VIDEO	36,000	36,000	
5-80-50070	PROF SERV - TREE REMOVAL	10,000	10,000	
5-80-55000	INSURANCE, FIRE AND LIAB		15,000	
5-80-61010	CAPITAL ADDITIONS	25,000	158,000	
	Front End Loader to replace 1998 John Deere			
	TOTAL EXPENSES	\$ 668,835	\$ 805,835	
	NET OVER/UNDER	\$ (120,835)	\$ (296,835)	

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

10 - PROPERTY REVITALIZATION

	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
<u>REVENUE</u>				
Program Income	\$ -	\$ -	\$ -	
Misc Income	<u>14,898</u>	<u>-</u>	<u>-</u>	
Total Budgeted Revenue	\$ 14,898	\$ -	\$ -	\$ -
Less Total Budgeted Expenditure			<u>-</u>	<u>-</u>
Equal Revenue Over/(Under) Expenditure			-	-
Plus Estimated Beginning Fund Balance			<u>7,609</u>	<u>-</u>
Equal Estimated Ending Fund Balance			\$ 7,609	\$ -
<u>EXPENDITURES</u>				
1050-Professional Services	\$ <u>5,198</u>	\$ <u>40,000</u>	\$ -	\$ -
Total	\$ 5,198	\$ 40,000	\$ -	\$ -

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

14 - COURT BUILDING FUND

	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
<u>REVENUE</u>				
Revenue	\$ 82,338	\$ 132,000	\$ 132,000	
Interest	<u>-</u>	<u>-</u>	<u>17,000</u>	
Total Budgeted Revenue	\$ 82,338	\$ 132,000	\$ 149,000	\$ -
		Less Total Budgeted Expenditure	<u>(132,000)</u>	<u>\$ -</u>
		Equal Revenue Over/(Under) Expenditure	17,000	\$ -
		Plus Estimated Beginning Fund Balance	<u>-</u>	<u>\$ -</u>
		Equal Estimated Ending Fund Balance	\$ 17,000	\$ -
1420-Debt Service	<u>\$ 34,335</u>	<u>\$ 132,000</u>	<u>\$ 132,000</u>	
Total	\$ 34,335	\$ 132,000	\$ 132,000	\$ -

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

17 - PUBLIC SAFETY FUND

	Actual <u>2018</u>	Budget <u>2019</u>	Proposed <u>2020</u>	Adopted <u>2020</u>
<u>REVENUE</u>				
Sales Tax Revenue	\$ 2,852,662	\$ 2,600,000	\$ 2,800,000	
Interest	-	-	-	
Miscellaneous Revenue	-	15,046	-	
Total Budgeted Revenue	\$ 2,852,662	\$ 2,615,046	\$ 2,800,000	\$ -
Less Total Budgeted Expenditure			(2,789,080)	\$ -
Equal Revenue Over/(Under) Expenditure			10,920	\$ -
Plus Estimated Beginning Fund Balance			92,509	\$ -
Equal Estimated Ending Fund Balance			\$ 103,429	\$ -

EXPENDITURES

1700-Salaries & Benefits	\$ 1,250,419	\$ 1,405,000	\$ 2,151,680	
1726-Utilities	11,486	80,000	60,000	
1729-Buildings & Grounds	1,036	28,000	25,000	
1761-Capital Additions	1,292,704	1,360,246	552,400	
Total	\$ 2,555,645	\$ 2,873,246	\$ 2,789,080	\$ -

**City of Florissant
Public Safety Fund
2020 Budget (Amended 10/30/19)**

Acct #	Description	Budget 2019	Proposed Budget 2020	Adopted Budget 2020
REVENUES				
4-17100	REVENUE	\$ 2,600,000	\$ 2,800,000	
4-17200	INTEREST	-	-	
4-17310	INSURANCE PROCEEDS	-	-	
	TOTAL REVENUE	\$ 2,600,000	\$ 2,800,000	
EXPENSES				
5-17-14030	SALARY & BENEFIT CROSS CHG - PUB SAFETY	\$ 1,405,000	\$ 2,151,680	
5-17-26000	UTILITIES	80,000	60,000	
5-17-29000	BLDG.,MNTN., & SUPPLIES	28,000	25,000	
5-17-61000	CAPITAL ADDITIONS	Total	\$ 1,360,246	\$ 552,400
	EQUIPMENT:	Sub-Total	<u>1,018,900</u>	<u>348,100</u>
	Drone Equip to upgrade 2nd drone			18,000
	Duty Weapons			15,000
	Mobile Video Surveillance			50,000
	Tourniquets for Officer Belts			7,500
	LPR Cameras			10,000
	Interview Room Video Recording			7,000
	Mobile Car Computers/printers/devices			80,000
	Desktop/Laptops & related items			25,000
	Computer Backup & Security Software			20,000
	Replace Servers, Network Appliances, printers & devices			20,000
	3D Total Station Add' Hardware/software			5,000
	Ballistic Shields for Patrol Vehicles			56,000
	(10) Portable Radios & related parts			33,500
	Police Bicycle			1,100
	VEHICLES:	Sub-Total	<u>341,346</u>	<u>204,300</u>
	(3) New Vehicles @ \$30,500 each			91,500
	Equipment for (7) new vehicles			21,000
	(2) New Chev Tahoes & Related Equip			72,000
	(9) Radio Emergency Equip Installation			19,800
	TOTAL EXPENSES		\$ 2,873,246	\$ 2,789,080
	NET OVER/UNDER		\$ (273,246)	\$ 10,920

City of Florissant Operating Budget
December 1, 2019 through November 30, 2020

16 - PROPERTY MAINT. FUND

	Actual	Budget	Proposed	Adopted
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>
<u>REVENUE</u>				
Business License - Rental Property	\$ 371,244	\$ 372,900	\$ 373,000	
Vacant Property Registration	<u>16,840</u>	<u>17,900</u>	<u>17,000</u>	
Total Budgeted Revenue	\$ 388,084	\$ 390,800	\$ 390,000	\$ -
Less Total Budgeted Expenditure			<u>(388,000)</u>	<u>\$ -</u>
Equal Revenue Over/(Under) Expenditure			2,000	\$ -
Plus Estimated Beginning Fund Balance			<u>25,689</u>	<u>\$ -</u>
Equal Estimated Ending Fund Balance			\$ 27,689	\$ -
<u>EXPENDITURES</u>				
1600-Salaries & Benefits	\$ 350,000	\$ 361,000	\$ 373,000	
1632-Office Expense	<u>5,565</u>	<u>16,266</u>	<u>15,000</u>	
Total	\$ 355,565	\$ 377,266	\$ 388,000	\$ -

**City of Florissant
Property Maintenance Fund (A&R)
2020 Budget (Amended 10/30/19)**

Acct #	Description	Budget 2019	Proposed Budget 2020	Adopted Budget 2020
REVENUES				
4-31140	BUSINESS LICENSE RENTAL	\$ 372,900	\$ 373,000	
4-32120	VACANT PROP. REGISTRATIO	17,900	17,000	
	TOTAL REVENUE	\$ 390,800	\$ 390,000	
EXPENSES				
5-16-14020	SALARY & BENEFIT CROSS CHARGE-PROP	\$ 361,000	\$ 373,000	
5-16-32000	OFFICE SUPPLIES/PRINTING	16,266	15,000	
	TOTAL EXPENSES	\$ 377,266	\$ 388,000	
	NET OVER/UNDER	\$ 13,534	\$ 2,000	

v

1 INTRODUCED BY COUNCIL AS A WHOLE
2 NOVEMBER 11, 2019
3

4 BILL NO. 9555

ORDINANCE NO.

5
6 **AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF**
7 **FLORISSANT FOR THE FISCAL YEAR COMMENCING ON**
8 **DECEMBER 1, 2019 AND ENDING ON NOVEMBER 30, 2020 AND**
9 **PROVIDING FOR ITS EFFECTIVE DATE.**

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

14 Section 1: The Budget for the City of Florissant commencing on December 1, 2019 and
15 ending November 30, 2020, a copy of which is attached hereto and by this reference
16 incorporated herein and made a part hereof, is hereby adopted and approved.

17 Section 2: This ordinance shall become in force and effect as of December 1, 2019.

18
19 Adopted this ____ day of _____, 2019.
20
21

22 _____
23 Jeff Caputa
24 President of the Council
25 City of Florissant
26
27

28
29 Approved this ____ day of _____, 2019.
30
31

32 _____
33 Timothy J. Lowery
34 Mayor, City of Florissant
35

36 ATTEST:

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

1 INTRODUCED BY COUNCIL AS A WHOLE

2
3 NOVEMBER 11, 2019

4
5 BILL NO. 9556

ORDINANCE NO.

6
7 **AN ORDINANCE REPEALING ORDINANCE NO. 8472 AND**
8 **AUTHORIZING THE MAYOR OF THE CITY OF**
9 **FLORISSANT TO ENTER INTO A CONTRACT WITH THE**
10 **LAW FIRM OF LEWIS, RICE, REPRESENTED BY JOHN M.**
11 **HESSEL FOR LEGAL SERVICES FOR THE CITY OF**
12 **FLORISSANT COMMENCING ON DECEMBER 1, 2019 AND**
13 **ENDING ON NOVEMBER 30, 2020.**

14
15 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS
16 COUNTY, MISSOURI, AS FOLLOWS:

17
18
19 Section 1: The Mayor of the City of Florissant is hereby authorized to enter
20 into agreement with the Law Firm of LEWIS, RICE & FINGERSH represented by John M.
21 Hessel for legal services to be rendered to the City of Florissant commencing on the 1st
22 day of December, 2019 and ending on the 30th day of November, 2020, only in accordance
23 with the contract attached hereto and made a part hereof.

24
25 Section 2: This ordinance shall become in force and effect as of December 1, 2019.

26
27
28 Adopted this ____ day of _____, 2019.

29
30
31
32 _____
33 Jeff Caputa
34 Council President

35 Approved this ____ day of _____, 2019.

36
37
38 _____
39 Timothy J. Lowery
40 Mayor, City of Florissant

41 ATTEST:

42 _____
43 Karen Goodwin, MPPA/MMC/MRCC
44 City Clerk

EMPLOYMENT AGREEMENT

John M. Hessel of the law firm of **Lewis Rice LLC** proposes the following terms and conditions for legal services to the City of Florissant (“City”) for the fiscal years commencing on December 1, 2019 and ending on November 30, 2020:

I. Retainer Services:

- A. For the fee of \$3,000 per month, office hours will be maintained at City Hall every 1st and 3rd Wednesday between the hours of 8:30 a.m. and noon or at such comparable days and times as may be directed by the City. The following legal services shall be included in the retainer:
 - 1. Drafting and reviewing all ordinances and resolutions as may be required for the regular operation of the city government during “office hours”.
 - 2. Render informal legal opinions as may be required by the Mayor, members of the City Council, department heads, and the employees authorized to request such opinions during the “office hours”.
 - 3. Respond to citizen inquiries.
 - 4. Promptly notify the Mayor and City Council of any and all litigation filed against the City, or against the City Council, or any City Commission or Committee, or against any City Official or Employee sued in his or her official capacity or as an employee of the City, and shall thereafter consult with and advise the Mayor and City Council regarding the nature of such litigation, and shall advise the City Council and Mayor of the status of such litigation. Unless and until special counsel is authorized and retained for such litigation, the City Attorney shall represent the City and its interest in such litigation.
- B. Legal services for attendance and representation of the City at the regular City Council meetings shall be rendered to the City for a fee of \$750.00 per meeting.
 - 1. Attendance and representation at the regular City Council meetings.

II. General Miscellaneous Services:

The following services shall be rendered to the City at the rate of \$295.00 per hour:

- A. Attendance at meetings not included in the retainer services.
- B. Upon authorization from the Mayor or any member of the City Council:
 - 1. Research and preparation of written memorandums or written opinions that exceed the “office hours”.
 - 2. Draft new or extensive ordinances not in the ordinary course of the City’s business.

3. Negotiations with other parties with respect to contracts, including parties with respect to contracts including purchase or sale of property and drafting of contracts.

III. General Litigation:

Services required for litigation matters pending in state or federal courts, shall be rendered at the rate of \$295.00 per hour. This rate will not apply to antitrust or annexation litigation (either as plaintiff or defendant) or to defense of civil rights claims. The fees for litigation not included herein shall be agreed to prior to the time such services shall be rendered.

IV. Labor/Annexation/Bonds:

Services requiring labor, annexation or bond specialists shall be rendered at the rate of \$300.00 per hour.

V. Out-of-pocket expense:

In addition to the fees set forth above, Lewis Rice LLC shall be reimbursed for all direct out-of-pocket expenditures incurred in the rendering of such services as follows:

- A. Travel expenses including transportation, food, and lodging while on City business away from the St. Louis metropolitan area and upon approval of such travel in advance by the appropriate City official.
- B. Special courier or messenger service when required by the City.
- C. Photocopy or document reproduction costs when required by the City for use in legal proceedings and out-of-pocket litigation costs such as depositions.
- D. Long distance telephone expenditures.

VI. Other services:

It is estimated that this proposal will cover all required legal services. In the event there is a need for services not described, or specifically excluded, the fees for such services shall be reviewed with the City prior to such undertaking.

VII. Overhead and related costs:

No general overhead costs incurred by the firm of Lewis Rice LLC in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for any attorney at Lewis Rice LLC.

Approved by Ordinance No. _____ passed and approved on the ____ day of November, 2019.

LEWIS RICE LLC

CITY OF FLORISSANT

John M. Hessel

By: _____
Timothy Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, City Clerk, MMCA/MRCC

1 INTRODUCED BY COUNCIL AS A WHOLE
2 NOVEMBER 11, 2019

3
4 BILL NO. 9557

ORDINANCE NO.

5
6
7 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF**
8 **FLORISSANT TO ENTER INTO A USER AGREEMENT FOR**
9 **DISPATCH EQUIPMENT FOR THE INTEROPERABLE RADIO**
10 **SYSTEM WITH ST. LOUIS COUNTY, MISSOURI.**
11

12
13 WHEREAS ordinance no. 8124 was passed on March 9th, 2015, allowing the Mayor to
14 enter into a user agreement with St. Louis County Missouri and expires on December 31, 2019 ;
15 and
16

17 WHEREAS the City Council feels it is in the best interest of the City of Florissant to
18 authorize the Mayor to enter into a user agreement for Dispatch Equipment for the Interoperable
19 Radio System with St. Louis County, Missouri acting for the St. Louis County Emergency
20 Communications Commission;
21

22 BE IT ORDAINED BY THE CITY OF FLORISSANT AS FOLLOWS:
23

24 SECTION 1. The Mayor is hereby authorized to enter to an agreement with St. Louis
25 County, Missouri, which is attached hereto and whereby said County, will provide dispatch
26 equipment for the Florissant Police Department.

27
28 Adopted this _____ day of _____, 2019.
29

30 _____
31 Jeff Caputa
32 President of the City Council
33

34 Approved this _____ day of _____, 2019.
35
36

37 _____
38 Timothy J. Lowery
39 Mayor
40

41 ATTEST:
42

43 _____
44 Karen Goodwin, MPPA/MMC/MRCC
45 City Clerk

**USER AGREEMENT FOR DISPATCH EQUIPMENT
INTEROPERABLE RADIO SYSTEM**

THIS AGREEMENT, Made and entered into this _____ day of _____, 2019, by and between ST. LOUIS COUNTY, MISSOURI, (“County”) on behalf of the St. Louis County Emergency Communications Commission, hereinafter referred to as “ECC”; and _____, hereinafter referred to as “Agency”;

Location of Dispatch Center: _____

WITNESSETH:

WHEREAS, ECC developed a county-wide emergency communications radio system with Motorola Solutions, Inc. (“Motorola”) whereby Motorola continues to maintain the county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (“the System”);

WHEREAS, ECC the is the sole owner and operator of a county-wide emergency communications radio system providing communication links that permit participating governmental entities to communicate within the geographical boundaries of St. Louis County and beyond;

WHEREAS, ECC intends to provide dispatch equipment to Agency to permit Agency to use the System as a Public Safety Answering Point (PSAP) or Secondary PSAP, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, numerous St. Louis County agencies, including Law Enforcement, Fire Departments, Local Governments and Outside Users within St. Louis County who are current authorized Agencies of the System;

WHEREAS, it is desirable to have a unified countywide interoperable radio system to promote communication between all governmental entities and further the goal of protecting and providing public safety services to the people of St. Louis County;

WHEREAS, ECC intends to enhance its ability to communicate for both routine and emergency operations and to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, the Agency is a law enforcement, fire or local government agency who provides assistance in emergency situations to St. Louis County residents and visitors;

WHEREAS, the Agency therefore affects and furthers the goal of protecting the health, safety, and welfare of the people of St. Louis County;

WHEREAS, Agency is authorized to enter into this Agreement by Ordinance No. _____, and County is authorized to enter into this Agreement by Ordinance No. **26,293**.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following definitions apply to these terms, as used in this Agreement:

Dispatch Equipment - video-display radio control consoles; backup radio consolettes; instant-replay position recorders; modular UPS systems; and associated backroom electronics, cabling, wiring and related equipment and accessories, but excluding work station furniture.

Infrastructure –all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems but excluding Subscriber Radios, Dispatch Equipment, fiber optic cables or other transmission lines leased or owned by Agency.

Primary Agency – a hospital, law enforcement, fire service, or other public safety agency that has been granted permission to use the System.

Encryption – the conversion of data into a form called cipher text that cannot be understood by unauthorized entities.

Site – Agency-owned site or sites where the Dispatch Equipment and ancillary Infrastructure will be installed, as identified above.

Subscriber Radios or Radios –mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH). As amended.

2. **Use of the System.** ECC hereby grants Agency permission to use the System, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations. Agency shall comply with any and all mandates issued by the FCC and authorized regulatory agencies. If, subsequent to this Agreement, technical or other

changes are mandated by a regulatory agency, Agency must timely comply with the mandate(s). The ECC will not be responsible for bringing Agency into compliance with a mandate, nor responsible for any costs, damages or losses incurred due to the regulatory mandate(s). Should the ECC decide to comply with the mandate(s) in a time period shorter than required by the regulatory agency, Agency agrees to comply within the shorter time period so long as the ECC provides Agency at least one (1) year prior notice.

- c. Agency shall comply within one (1) year of receipt of notice from the ECC with any voluntary upgrades or changes to the System by the ECC, including change in vendor. The ECC shall have the sole discretion to upgrade or change the System. The ECC will not be responsible for any expenditure, losses, or other claims caused by or attributed to such voluntary upgrades or changes to the System.
- d. Agency is prohibited from selling, assigning or transferring any right of use to the System, in whole or in part, to any other person or entity.

3. **Title and Ownership of Infrastructure, Dispatch Equipment and Work Station Furniture.**

- a. ECC furnished and installed the Dispatch Equipment specified in **Exhibit A** which is appended hereto and made a part of this Agreement. Agency agrees to comply with all provisions of this Agreement. The Infrastructure and the Dispatch Equipment is owned by the ECC and shall not be a fixture of the Site. Upon termination of this Agreement, ECC shall be permitted, at ECC's option, to remove the Infrastructure and the Dispatch Equipment provided that such removal does not materially damage Agency's property and ECC agrees to return the Agency's property back to its original condition. Agency will not permit any third party to use the Infrastructure or the Dispatch Equipment for any purpose. Agency shall not transfer, sell, give or otherwise dispose of any of the Infrastructure or the Dispatch Equipment without the written consent of the ECC.
- b. Agency shall not transfer, sell, give or otherwise dispose of any of the work station furniture purchased by the ECC without the prior written consent of the ECC.
- c. During the term of this Agreement, ECC may upgrade and/or purchase additional Infrastructure and/or Dispatch Equipment. ECC and Agency agree that the provisions of this Agreement will apply to all such additional installations. ECC shall, upon each additional installation, provide Agency with an updated **Exhibit A**, which the parties agree may be added to this Agreement as an amendment signed by both parties.
- d. Agency understands and agrees that it will be primarily responsible for funding and procuring additional Dispatch Equipment (including supporting infrastructure equipment) in the event of growth of its individual programs. Agency agrees it generally must fund any cost differences for additional features or substitutions that it requests.

4. **Access.** Agency shall provide ECC will reasonable access to each Site as necessary for ECC to review, install, test, program, inspect, maintain or repair any Infrastructure and any Dispatch Equipment (see Section 5).

5. **Ongoing Visits.** ECC will need access to the Site from time to time for inventorying, inspecting, constructing, installing, operating and maintaining the Infrastructure and the Dispatch Equipment. ECC staff are employees of the St Louis County Police Department and, as such, have passed background investigations as required by CJIS regulations. Except in emergency situations, ECC will obtain approval from Agency (not to be unreasonably withheld or delayed) before entering the Site. At ECC's request, a representative designated by Agency, will accompany ECC's employees or agents into any part of the Site for the purpose of installing, repairing, maintaining, upgrading, and/or removing the Infrastructure and/or the Dispatch Equipment.

6. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming the Dispatch Equipment. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

7. **Dispatch Equipment Inventory Control.** Agency inspected each of the items of Dispatch Equipment upon receipt to make sure it is in good working order and free from defects and malfunctions, signing an Inventory Control Form, which is attached to this Agreement as **Exhibit A**. Upon request, Agency will provide a written inventory of each of the items to the Director of the ECC.

8. **Property and Casualty Insurance.** ECC agrees to maintain such property and casualty insurance as it deems appropriate on the Infrastructure and the Dispatch Equipment owned by the ECC. Although the ECC will pay for maintenance coverage (See Section 13) for malfunctions due to manufacturing defects, all costs attributed to the loss, breakage, misuse, or destruction of any Dispatch Equipment caused by the Agency will be the responsibility of the Agency.

9. **Dispatch Equipment**

- a. Operation, Maintenance & Support – The ECC will be responsible for the technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Dispatch Equipment and associated components. The ECC will oversee and manage contractors authorized to maintain and support the Dispatch Equipment and Infrastructure. The ECC shall comply with all FCC and regulatory laws, rules and regulations relating to use of the System. When reasonably practical, ECC will provide Agency with

one (1) year notice of any voluntary upgrades or early compliance with mandates to the System effecting Agency.

- b. Physical Security – Agency will ensure that reasonable physical security measures are taken to protect the Dispatch Equipment and any Infrastructure that is located on the Site.
- c. Critical System Data – The ECC will ensure that all System data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St. Louis County standards and best practices.
- d. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to Motorola practices.
- e. Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.
- f. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Dispatch Equipment, including contingency funding to address unforeseen emergency requirements.
- g. System Inventory – The ECC shall be responsible to maintain and update an inventory of the Infrastructure in accordance with the fixed assets policies of St. Louis County.

10. **Dispatch Equipment Warranty and Maintenance.** To the extent that ECC has sufficient funds available, the ECC will fund the annual maintenance costs for the Dispatch Equipment for the post-warranty period through December 31, 2026, subject to the exclusions, limitations, conditions and disclaimers stated in the Motorola Contract. In the event that ECC does not have the funds necessary to cover maintenance costs, ECC's obligation to pay for maintenance costs shall be terminated without financial penalty to ECC. ECC shall notify Agency in writing of its inability to provide continued appropriations to pay for maintenance costs. At such time, Agency and ECC will meet to discuss funding options to cover the maintenance costs. Agency agrees to take proper care of each of the items of Dispatch Equipment as recommended by the manufacturer and standard operating procedures. Billable repairs caused by accident and/or misuse will be the responsibility of the Agency. Agency shall keep the Site in as good condition and repair as presently exists. Agency is responsible for all utilities required by its use of the Infrastructure and the Dispatch Equipment. Agency shall not

modify dispatch equipment nor install additional software or applications to any equipment/service provided or owned by the ECC.

11. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Dispatch Equipment or the associated components.

12. **Training.** Agency agrees to provide and maintain training to personnel in the proper and safe use of the Dispatch Equipment.

13. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Dispatch Equipment for all of their operations.

14. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

County:

Director of Emergency Communications Commission
St. Louis County Police Department
1150 Hanna Rd.
Ballwin, Missouri 63021
Fax: 314-615-9580

With a copy to:

County Counselor
St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

AGENCY:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

15. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Dispatch Equipment, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Dispatch Equipment or the System. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

16. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2024 unless sooner terminated pursuant to Section 20 or Section 21. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost (except as otherwise provided herein) to achieve the common goal of enhanced communications.

17. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 17A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

17A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

18. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

19. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

20. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

21. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the County the _____ day of _____, 2019.

Executed by the Agency the _____ day of _____, 2019.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE
PAGES FOLLOW.

ST. LOUIS COUNTY

County Executive

Attested:

Administrative Director

Chairman, Emergency Communications Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

AGENCY OF

By: _____

Title: _____

ATTEST:

Approved as to legal form:

Agency Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [agency], known to me to be the person who executed the foregoing agreement in behalf of said Agency and acknowledged to me that he or she is authorized to executed this Agreement for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

EXHIBIT A – DISPATCH EQUIPMENT

SEE EXHIBIT AS SEPARATE ATTACHMENT



10/29/2019

SLATER Radio System User Agencies
REF: Radio System User Agreement Renewal- URGENT
Subscriber Radios

Dear Radio System User Agency,

Please review the attached User Agreement Renewal for **Subscriber Radios**, sign and return two (2) originals to me at the address below. Additionally, the agreement will require an ordinance from your jurisdiction authorizing the agreement, which needs to accompany the returned signed originals. Once received we will return an original back to you with County signatures. The ECC currently has the original user agreement your agency filed and it expires midnight December 31st, 2019.

The term of the new agreement is 5 years (End of 2024), at which point we will send out another renewal.

Since the agreement requires an ordinance be passed, please give this matter immediate attention.

We will be sending this notice out via multiple pathways, so you may receive it more than once, and possibly to different people within your organization or municipality. Please reference your current agreement for information on how it should route through your agency.

If you need anything further please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Clouse".

Mike Clouse
Director
Emergency Communications Commission
1150 Hanna Rd.
Ballwin, MO 63021

314-615-7114 Office

TRANSFER OF SPECIAL PERMIT

AUTHORIZED BY ORDINANCE NUMBER (S) 5724

FROM 367 PIZZA COMPANY

TO FLORISSANT INNO PIZZA, INC

FOR INNO'S PIZZA

ADDRESS 1939 WASHINGTON STREET

Ward 7 Zoning --- Date Filed 11/21/19 Accepted By Amara

TRANSFER OF SPECIAL USE PERMIT PETITION

TO THE CITY COUNCIL OF THE CITY OF FLORISSANT:

1. Comes now DAVID GLORE and states to the City Council that he (she) (they) has (have) the following legal interest in the property located at 1939 WASHINGTON STREET in the City of Florissant, Missouri. Legal interest: () Lease or () Simple Title
(Attach signed copy of lease or deed)
2. The petitioner(s) further state that he (she) (they) 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 petition.
3. The applicant will operate the business in the same manner and under the same conditions as set out in the original ordinance granting the special permit or any amendments thereto, except for any proposed change in sign face of an authorized sign.

PETITIONER SIGNATURE

David Glore

Individual's Name

FOR:

FLORISSANT INNO PIZZA, INC

Company, Corporation, Partnership

11/21/19
cc to CC
Hess + Mayan

4. I (we) hereby certify that (indicate one only):

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

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

SIGNATURE

Don J. Glor

ADDRESS

7417 WARNER AVE. ST. LOUIS, MO. 63117

Telephone No.

314-623-6009

Email address

ADMIN@IMGPIZZA.COM

I (we) the petitioner(s) do hereby appoint Rob Jackewitz as my
(our) duly authorized agent to represent me (us) in regard to this petition.

Don J. Glor

PETITIONER SIGNATURE

Note: Petitioner or his/her authorized agent will be the only person(s) permitted to make the presentation to the City Council.

5. Acknowledgement and consent of owner to Transfer Special Permit Petition.

Thomas B. Dunning, President

SIGNATURE OF OWNER

Information sheet to be attached to all requests for Transfer of Special Permit

Type of Operation: (Select One)

Individual ☐

Partnership ☐

Corporation ☒

LLC ☐

INDIVIDUAL:

Name & address _____

Telephone number & email address _____

Business name/address/phone _____

Copy of fictitious name registration, if applicable _____

PARTNERSHIP:

Name & address of partner (s) _____

Telephone number(s) and email address (s) _____

Business name/ address /phone _____

Copy of fictitious name registration, if applicable _____

CORPORATION OR LLC:

Name & address of all corporate officers _____

18110 H CHESTERFIELD AIRPORT RD CHESTERFIELD, MO. 63015

Telephone numbers & email addresses _____

Business name/address/phone INU'S PIZZA 1939 WASHINGTON STREET

Photocopy of Corporation/LLC Articles and Certificate _____

Date of incorporation/LLC 11/7/2019

Copy of fictitious name registration, if applicable

Copy of latest Missouri Anti-Trust affidavit (annual registration of corporate officers)

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

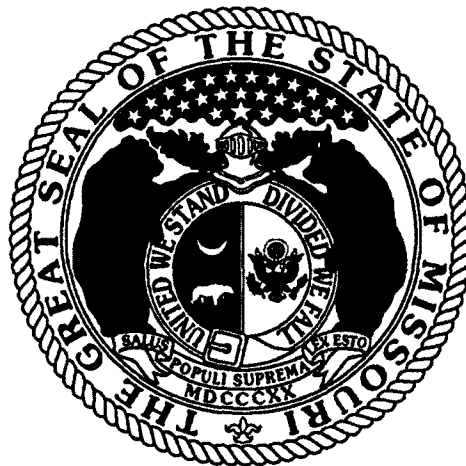
Florissant IMG Pizza, Inc.
001377911

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of General and Business Corporation Law.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the General and Business Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 7th day of November, 2019.


Secretary of State





State of Missouri
John R. Ashcroft, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

001377911
Date Filed: 11/7/2019
John R. Ashcroft
Missouri Secretary of State

Articles of Incorporation

Article One

The name of the corporation is: Florissant IMG Pizza, Inc.

Article Two

The registered agent's name is: Kimberly Myers

The address, including street and number for the registered agent's office in the state of Missouri is:
(PO Box may only be used in addition to a physical street address)

800 N. 17th Street
Street Address

St. Louis
City

MO 63106
State/Zip

Article Three (Must complete 1 or 2)

1. If the aggregate number of shares in which the corporation shall have authority to issue DOES NOT exceed 30,000 shares or the par valued DOES NOT exceed \$30,000 please check this box: ☒

or

2. If the aggregate number of shares in which the corporation shall have authority to issue exceeds 30,000 shares or the par value exceeds \$30,000 dollars please indicate the number of shares of each class and the par value of each share. Also, indicate a statement of the preferences, qualifications, limitations, restrictions and the special or relative rights including convertible right, is any, in respect of the share of each class:

Article Four

The name and physical business or residence address of each incorporator:

Name	Address	City/State/Zip
<u>Imo, John L.</u>	<u>800 N. 17th Street</u>	<u>St. Louis MO 63106</u>

(Please see next page)

Name and address to return filed document:

Name: Kimberly Myers

Address: Email: kim@imospizza.com

City, State, and Zip Code: _____

Corp. 41 (11/2008)

Article Five

The date the corporation is to continue or perpetual: (Please select one)

☒ Perpetual (check box)

or State number of years _____

Article Six

The corporation is formed for the following lawful purpose(s):

The transaction of any lawful business for which a corporation may be incorporated in the his state.

Article Seven

☐ The number of directors to constitute the board of directors: _____ (optional)

The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated:

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

John L. Imo

Signature of Incorporator(s)

JOHN L. IMO

Printed or Typed Name of Incorporator

11/07/2019

Date of Signature

To Whom It May Concern,

Corporate Officers for Florissant IMG Pizza Inc;

John Imo – President

1317 Topping Rd.

St. Louis, Mo. 63131

David Glore – Vice President

7417 Warner Ave.

St. Louis, Mo. 63117

Vincent Mancuso – Treasurer

2768 Quail Valley Dr.

Chesterfield, Mo. 63005

Nicholas Imo – Secretary

5944 Wise Ave.

St. Louis, Mo. 63110

TRANSFER OF SPECIAL USE PERMIT

The undersigned hereby acknowledges receipt of a copy of Ordinance
Number 5724 which authorized a Special Permit:

TO: FLORISSANT ITALO PIZZA, INC

FOR: DBA JIM'S PIZZA

and agree to the terms and conditions listed in said ordinance and to any
additional term and conditions that the City Council shall deem appropriate.

David Gure
PRINT - NAME OF APPLICANT

x [Signature]
SIGNATURE OF APPLICANT

INTRODUCED BY COUNCILMAN BOND
April 10, 1995

BILL NO. 8570

ORDINANCE NO. 5724

**AN ORDINANCE GRANTING A SPECIAL PERMIT TO
367 PIZZA COMPANY D/B/A IMO'S PIZZA FOR THE
OPERATION OF A RESTAURANT AT 1939 WASHING-
TON, FLORISSANT, MISSOURI.**

WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of Florissant, by Special Permit, after public hearing thereon, to permit the location and operation of a restaurant; and

WHEREAS, an application has been filed by 367 Pizza Company d/b/a Imo's Pizza for the location and operation of a carry-out and delivery restaurant on the property hereinafter known as 1939 Washington; and

WHEREAS, the Planning and Zoning Commission of the City of Florissant has recommended that the said Special Permit be granted as requested; and

WHEREAS, due notice of a public hearing on said application to be held on the 27th day of March, 1995 at 8:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

WHEREAS, the Council, following said public hearing, and after due and careful consideration, has concluded that the granting of the Special Permit as hereinafter provided would be in the best interest of the City of Florissant.

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

Section 1: A Special Permit is hereby granted to 367 Pizza Company d/b/a Imo's Pizza to locate and operate a carry-out and delivery restaurant on the property known as:

1939 Washington Street
Florissant, Missouri

Section 2: Said Special Permit herein authorized shall remain in full force and effect only under the following terms and conditions and subject to all of the ordinances of the City of Florissant:

- (a) There shall be only carry-out and delivery services offered on the premises.
- (b) There shall be no external loud speakers located on said premises.

(c) That the holder of the Special Permit shall hire for delivery purposes only persons eighteen (18) year of age or older who have a current chauffeur's license or class "E" driver's license.


(d) That automobile liability insurance policies be maintained in accordance with the amount required by State Statute.

(e) That no alcoholic beverages be served on the premises.

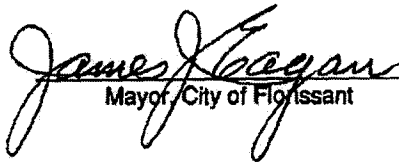
Section 3: That when the named permittee discontinues the operation of said business, the Special Permit herein authorized shall no longer be in force and effect.

Section 4: This ordinance shall become in force and effect immediately upon its passage and approval.

Adopted this 9th day of May, 1995.


President of the Council
City of Florissant

Approved this 11 day of May, 1995.


Mayor, City of Florissant

ATTEST:

City Clerk

FLORISSANT CITY COUNCIL

Bel 9560

AGENDA REQUEST FORM

Date: 11/13/19

Mayor's Approval:

Agenda Date Requested: 11/25/19

Description of request: Ordinance be changed to reflect "No Parking - Resident

Parking Only 7 am - 5 pm on School Days" on the following streets: Wadsworth Drive,

Thackery Court, Argo Drive, Zurich Drive, Milbank Drive, Fleming Drive, LaGrange Drive,

and South Castello (between St. Regis and the school property).

Department: Street

Recommending Board or Commission: Traffic Commission

Type of request:

Ordinances	X	Other	
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

No

3 readings? : Yes / No

No

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

*Table XIV-L
No parking between
7am + 5pm.*

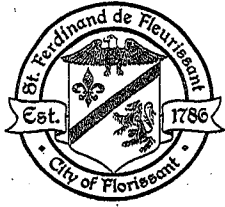
Note: Please include all attachments necessary for documents to be generated for inclusion on the Agenda. All agenda requests are to be turned in to the City Clerk by 5pm on Tuesday prior to the Council meeting.

For City Clerk Use Only:

Introduced by: _____

PH Speaker: _____

*Cc to Council May
11/19/19*



City of Florissant

Honorable Timothy J. Lowery, Mayor

****MINUTES****

MAYOR'S ADVISORY TRAFFIC COMMISSION

TUESDAY, NOVEMBER 12, 2019

The Mayor's Advisory Traffic Commission met at the James J. Eagan Center, Room 2, on Tuesday, November 12, 2019, at 7:00 p.m., with Mike Mott presiding.

Members present were: Mike Mott (Ward 3), Greg Keil (Ward 4), Teri Reiter (Ward 5), Zach Schneider (Ward 7), and Kim Redden (Ward 9). Also present were Officer Topcagic, Police Department; Jason Timme, Street Department; and MaryAnn Fitzpatrick, Recording Clerk. Donna Smith-Pupillo (Ward 1) and Allen Bluiett (Ward 8) were excused. Don Adams (Ward 2) and Pete Fischer (Ward 6) were absent.

A quorum being present the chair declared the Traffic Commission was in session for the transaction of business.

Minutes of the August 13, 2019 meeting were approved as published. The September 10, 2019 and October 8, 2019 meetings were canceled due to the lack of Agenda items.

City Hall
955 rue St. Francois
Florissant, MO 63031
314.921.5700
Fax: 314.921.7111
TDD: 314.839.5142

Police Department
1700 North Highway 67
Florissant, MO 63033
314.831.7000
Fax: 314.830.6045

Parks & Recreation
#1 James J. Eagan Drive
Florissant, MO 63033
314.921.4466
Fax: 314.839.7672
www.florissantmo.com

Health Department
#1 St. Ferdinand Drive
Florissant, MO 63031
314.839.7654
Fax: 314.839.7656

Municipal Court
4575 Washington St.
Florissant, MO 63033
314.921.3322
Fax: 314.595.3690

McClure, too. Zach Schneider said that is so the kids that don't have parking spots can't just go park on those streets. Jason Timme said the problem they were having more was on Zurich and Argo when Walnut Grove parents were picking up kids and blocking driveways. He said that was the issue. He said we actually have our lighted sign board up there right now saying please don't block driveways while you're dropping off or picking up. He said it was the residents complaining about it. Mike Mott said he doesn't blame them. He said he is making a motion to pass it.

Motion was made by Mike Mott to make a recommendation to change the times on the no parking signs on the following streets to read: *"No Parking Resident Parking Only 7 am – 5 pm on School Days."* Those streets are:

Wadsworth Drive	Thackery Court	Argo Drive
Zurich Drive	Milbank Drive	Fleming Drive
LaGrange Drive	South Castello (between St. Regis and Duchesne School)	

Motion was seconded by Kim Redden. On the roll call the commission voted: Mike Mott – yes, Greg Keil – yes, Teri Reiter – yes, Zach Schneider – yes, and Kim Redden – yes. Motion carried. Item 09/19 was dropped from the Agenda.

MISCELLANEOUS:

Jason Timme was introduced to the Traffic Commission as the representative for the Street Department.

Next Traffic Commission meeting is scheduled for December 10, 2019.

CITY OF FLORISSANT

MEMO

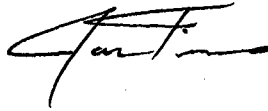
TO: Chief Timothy Fagan
Police Department

DATE: November 13, 2019

THRU: Mayor Timothy Lowery

THRU: Todd Hughes
Director of Public Works

FROM: Jason Timme
Street Superintendent



SUBJECT: No Parking Signs

The Traffic Commission has reviewed the request to change the ordinance to reflect "No Parking - Resident Parking Only 7 am - 5 pm on School Days" on the following streets at the November 13, 2019 meeting:

Wadsworth Drive	Thackery Court	Argo Drive
Zurich Drive	Milbank Drive	Fleming Drive
LaGrange Drive	South Castello (between St. Regis and the school property)	

The Traffic Commission recommended changing the signs listed above, as requested (see attached Minutes, Item 09/19).

Item 09/19

Florissant Police Department

Patrol Support Division

Memorandum

Date: 08/22/2019

To: Chief Timothy Fagan

From: Sgt. Andy Haarmann, DSN 513

Subject: No Parking Signs

Far

*OFF 436
MAR 26 2019*

Sir,

The Ferguson-Florissant School District redistricted all of their schools for the start of the 2019-2020 school year. Because of that redistricting, the school start and dismissal times, and the dynamics of parent pickup and drop off have changed. The change in the dynamic has resulted in extensive backups in the neighborhoods and parents parking in the neighborhoods to pick up their children at the schools. The two schools that we have seen the worst of the problems are Duchesne School and Walnut Grove Elementary.

Both schools have "No Parking" signs with time restrictions on them; however, due to the new school times, the existing time restrictions are no longer effective. To make it uniform, I am requesting the signs on the following streets to be changed to reflect "No Parking Resident Parking Only 7am-5pm on School Days" on the following streets:

- Wadsworth Drive
- Thackery Court
- Argo Drive
- Zurich Drive
- Milbank Drive
- Fleming Drive
- LaGrange Drive
- South Castello (between St. Regis and the school property)

This will allow our officers to properly enforce the no parking regulations during the parent drop off times, which extend to 5pm at times.

Please let me know if you have any questions.

Respectfully submitted,

Sgt. Andy Haarmann 513

Sergeant Andy Haarmann
Patrol Support Division

Florissant Police Department

Memorandum

Date: October 8, 2019

To: All Officers

From: Chief Tim Fagan

Subject: Emergency Powers- no parking signs

Copies to: Mayor Timothy Lowery - Karen Goodwin, City Clerk – Traffic Commission
– BFO Commander – Communications – Switchboard
P.O. Cameron – Tod Hughes – Tom Goldkamp – Gary Meyers – Sgt.
Andy Haarmann

Pursuant to section 305.100 of the Florissant City Code, which states:

"SEC. 305.100. EMERGENCY, ETC., REGULATIONS.

The Chief of Police by and with the approval of the city traffic engineer is hereby empowered to make regulations necessary to make effective the provisions of the traffic ordinances of the city and to make and enforce temporary or experimental regulations to cover emergencies or special conditions. No such temporary experimental regulation shall remain in effect for more than ninety (90) days. (CODE 305.100)."

Request was made to place "No Parking Resident Parking Only 7am-5pm on School Days) signs on the following streets.

Wadsworth Drive

Thackery Court

Argo Drive

Zurich Drive

Milbank Drive

Fleming Drive

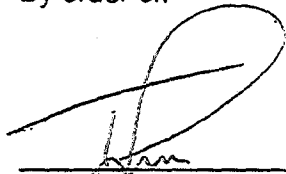
LaGrange Drive

South Castello (between St. Regis and Duchesne School.

All violations will be enforced under such powers as given to the Chief of Police under the above Section 305.100 commencing this date, August 29, 2019, at 12:01 a.m.

A copy of this notice will be placed on file in the City Clerk's Office and will be kept available for any person for public inspection.

By order of:

A handwritten signature in black ink, consisting of a large, stylized 'P' shape with a horizontal line extending to the left and a small flourish at the bottom.

Tim Fagan
Chief of Police

CITY OF FLORISSANT

MEMO

TO: Chief Timothy Fagan
Police Department

DATE: November 13, 2019

THRU: Mayor Timothy Lowery

THRU: Todd Hughes
Director of Public Works

TH 11/14/19

FROM: Jason Timme
Street Superintendent

Jason Timme

SUBJECT: No Parking Signs

The Traffic Commission has reviewed the request to change the ordinance to reflect "No Parking - Resident Parking Only 7 am - 5 pm on School Days" on the following streets at the November 13, 2019 meeting:

Wadsworth Drive
Zurich Drive
LaGrange Drive

Thackery Court

Milbank Drive

South Castello (between St. Regis
and the school property)

Argo Drive

Fleming Drive

The Traffic Commission recommended changing the signs listed above, as requested (see attached Minutes, Item 09/19).



City of Florissant

Honorable Timothy J. Lowery, Mayor

****MINUTES****

MAYOR'S ADVISORY TRAFFIC COMMISSION

TUESDAY, NOVEMBER 12, 2019

The Mayor's Advisory Traffic Commission met at the James J. Eagan Center, Room 2, on Tuesday, November 12, 2019, at 7:00 p.m., with Mike Mott presiding.

Members present were: Mike Mott (Ward 3), Greg Keil (Ward 4), Teri Reiter (Ward 5), Zach Schneider (Ward 7), and Kim Redden (Ward 9). Also present were Officer Topcagic, Police Department; Jason Timme, Street Department; and MaryAnn Fitzpatrick, Recording Clerk. Donna Smith-Pupillo (Ward 1) and Allen Bluiett (Ward 8) were excused. Don Adams (Ward 2) and Pete Fischer (Ward 6) were absent.

A quorum being present the chair declared the Traffic Commission was in session for the transaction of business.

Minutes of the August 13, 2019 meeting were approved as published. The September 10, 2019 and October 8, 2019 meetings were canceled due to the lack of Agenda items.

City Hall
955 rue St. Francois
Florissant, MO 63031
314.921.5700
Fax: 314.921.7111
TDD: 314.839.5142

Police Department
1700 North Highway 67
Florissant, MO 63033
314.831.7000
Fax: 314.830.6045

Parks & Recreation
#1 James J. Eagan Drive
Florissant, MO 63033
314.921.4466
Fax: 314.839.7672

Health Department
#1 St. Ferdinand Drive
Florissant, MO 63031
314.839.7654
Fax: 314.839.7656

Municipal Court
4575 Washington St.
Florissant, MO 63033
314.921.3322
Fax: 314.595.3690

www.florissantmo.com

McClure, too. Zach Schneider said that is so the kids that don't have parking spots can't just go park on those streets. Jason Timme said the problem they were having more was on Zurich and Argo when Walnut Grove parents were picking up kids and blocking driveways. He said that was the issue. He said we actually have our lighted sign board up there right now saying please don't block driveways while you're dropping off or picking up. He said it was the residents complaining about it. Mike Mott said he doesn't blame them. He said he is making a motion to pass it.

Motion was made by Mike Mott to make a recommendation to change the times on the no parking signs on the following streets to read: *"No Parking Resident Parking Only 7 am – 5 pm on School Days."* Those streets are:

Wadsworth Drive	Thackery Court	Argo Drive
Zurich Drive	Milbank Drive	Fleming Drive
LaGrange Drive	South Castello (between St. Regis and Duchesne School)	

Motion was seconded by Kim Redden. On the roll call the commission voted: Mike Mott – yes, Greg Keil – yes, Teri Reiter – yes, Zach Schneider – yes, and Kim Redden - yes. Motion carried. Item 09/19 was dropped from the Agenda.

MISCELLANEOUS:

Jason Timme was introduced to the Traffic Commission as the representative for the Street Department.

Next Traffic Commission meeting is scheduled for December 10, 2019.

Item 09/19

Florissant Police Department

Patrol Support Division

Memorandum

Date: 08/22/2019

To: Chief Timothy Fagan

From: Sgt. Andy Haarmann, DSN 513

Subject: No Parking Signs

Handwritten: HAF 436 MAY RB362

Handwritten: HAF

Sir,

The Ferguson-Florissant School District redistricted all of their schools for the start of the 2019-2020 school year. Because of that redistricting, the school start and dismissal times, and the dynamics of parent pickup and drop off have changed. The change in the dynamic has resulted in extensive backups in the neighborhoods and parents parking in the neighborhoods to pick up their children at the schools. The two schools that we have seen the worst of the problems are Duchesne School and Walnut Grove Elementary.

Both schools have "No Parking" signs with time restrictions on them; however, due to the new school times, the existing time restrictions are no longer effective. To make it uniform, I am requesting the signs on the following streets to be changed to reflect "No Parking Resident Parking Only 7am-5pm on School Days" on the following streets:

- Wadsworth Drive
- Thackery Court
- Argo Drive
- Zurich Drive
- Milbank Drive
- Fleming Drive
- LaGrange Drive
- South Castello (between St. Regis and the school property)

This will allow our officers to properly enforce the no parking regulations during the parent drop off times, which extend to 5pm at times.

Please let me know if you have any questions.

Respectfully submitted,

Handwritten signature of Sgt. Andy Haarmann

Sergeant Andy Haarmann
Patrol Support Division

Item 09/19

Florissant Police Department

Patrol Support Division

Memorandum

Date: 08/22/2019

To: Chief Timothy Fagan

From: Sgt. Andy Haarmann, DSN 513

Subject: No Parking Signs

Handwritten signature: f3ar

Handwritten notes: 436, MAY RB362

Sir,

The Ferguson-Florissant School District redistricted all of their schools for the start of the 2019-2020 school year. Because of that redistricting, the school start and dismissal times, and the dynamics of parent pickup and drop off have changed. The change in the dynamic has resulted in extensive backups in the neighborhoods and parents parking in the neighborhoods to pick up their children at the schools. The two schools that we have seen the worst of the problems are Duchesne School and Walnut Grove Elementary.

Both schools have "No Parking" signs with time restrictions on them; however, due to the new school times, the existing time restrictions are no longer effective. To make it uniform, I am requesting the signs on the following streets to be changed to reflect "No Parking Resident Parking Only 7am-5pm on School Days" on the following streets:

- Wadsworth Drive
- Thackery Court
- Argo Drive
- Zurich Drive
- Milbank Drive
- Fleming Drive
- LaGrange Drive
- South Castello (between St. Regis and the school property)

This will allow our officers to properly enforce the no parking regulations during the parent drop off times, which extend to 5pm at times.

Please let me know if you have any questions.

Respectfully submitted,

Handwritten signature: Sgt. Andy Haarmann

Sergeant Andy Haarmann
Patrol Support Division

1 INTRODUCED BY COUNCILMAN SIAM
2 NOVEMBER 25, 2019

3
4 BILL NO. 9560

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING AN AMENDMENT TO TABLE XIV-L**
7 **“STOPPING, STANDING OR PARKING PROHIBITED BETWEEN 7:00**
8 **A.M. AND 5:00 P.M. ON MONDAY THRU FRIDAY” BY ADDING**
9 **CERTAIN LOCATIONS.**

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

13
14 Section 1: Title III, of the Florissant City Code, table XIV-L is hereby amended by
15 adding the following locations:

16 Wadsworth Drive
17 Thackery Court
18 Argo Drive
19 Zurich Drive
20 Milbank Drive
21 Fleming Drive
22 LaGrange Drive
23 South Castello (between St. Regis and the school property)
24

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

27
28 Adopted this ____ day of _____, 2019.

29
30 _____
31 Jeff Caputa
32 President of the Council
33

34
35 Approved this ____ day of _____, 2019.

36
37 _____
38 Timothy J. Lowery
39 Mayor, City of Florissant
40

41 ATTEST:

42
43 _____
44 Karen Goodwin, MPPA/MMC/MRCC
45 City Clerk
46

**USER AGREEMENT FOR ST. LOUIS COUNTY AGENCIES
INTEROPERABLE RADIO SYSTEM**

THIS AGREEMENT, Made and entered into this _____ day of _____, _____, by and between ST. LOUIS COUNTY, MISSOURI, (“County”) on behalf of the St. Louis County Emergency Communications Commission, hereinafter referred to as the “ECC”; and _____, hereinafter to as “Agency”;

WITNESSETH:

WHEREAS, ECC developed a county-wide emergency communications radio system with Motorola Solutions, Inc. (“Motorola”) whereby Motorola continues to maintain the county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (“the System”);

WHEREAS, ECC the is the sole owner and operator of a county-wide emergency communications radio system providing communication links that permit participating governmental entities to communicate within the geographical boundaries of St. Louis County and beyond;

WHEREAS, numerous St. Louis County Agencies, including Law Enforcement, Fire Departments, Local Governments and other St. Louis County organizations are current authorized Agencies of the System;

WHEREAS, it is desirable to have a unified countywide interoperable radio system to promote communication between all governmental entities and further the goal of protecting and providing public safety services to the people of St. Louis County;

WHEREAS, ECC intends to enhance its ability to communicate for both routine and emergency operations and to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, the Agency is a law enforcement, fire or local government agency who provides assistance in emergency situations to St. Louis County residents and visitors;

WHEREAS, the Agency therefore affects and furthers the goal of protecting the health, safety, and welfare of the people of St. Louis County;

WHEREAS, Agency is authorized to enter into this Agreement by Ordinance No. _____, and County is authorized to enter into this Agreement by Ordinance No. **26,293**;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following definitions apply to these terms, as used in this Agreement:

Infrastructure – all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems.

Subscriber Radios or Radios – mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

Primary Agency – a hospital, law enforcement, fire service, or other public safety agency that has been granted permission to use the System.

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Encryption – the conversion of data into a form called cipher text that cannot be understood by unauthorized entities.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH).

2. **Use of the System.** ECC hereby grants Agency permission to use the System, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations. Agency shall comply with any and all mandates issued by the FCC and authorized regulatory agencies. If, subsequent to this Agreement, technical or other changes are mandated by the FCC, Agency must timely comply with the mandate(s). The ECC will not be responsible for any costs, damages or losses incurred due to the regulatory mandate(s).
- c. Agency shall comply within one (1) year of receipt of notice from the ECC with any voluntary upgrades or changes to the System by the ECC, including change in vendor. The ECC shall have the sole discretion to upgrade or change the System. The ECC will not be responsible for any expenditure, losses, or other claims caused by or attributed to such voluntary upgrades or changes to the System.
- d. Agency is prohibited from selling, assigning or transferring any right of use to the System, in whole or in part, to any other person or entity.

3. **Title and Ownership of Subscriber Radios.** ECC transferred ownership of Subscriber Radios specified in the original Agreement in 2013 to the Agency to enhance its ability to communicate during routine and emergency operations anywhere within St. Louis County and the rest of the metropolitan area. Agency shall not transfer, sell, give or otherwise dispose of any of the Radios without the consent of the ECC. Agency understands and agrees that it will be primarily responsible for funding and procuring replacement and additional radios in the event of growth of its agency. Agency agrees it generally must fund any cost differences for additional radio features or substitutions that it requests.

4. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming Subscriber Radios. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

5. **Infrastructure.**

- a. Operation, Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Infrastructure. The ECC will oversee and manage contractors authorized to maintain and support the Infrastructure. The ECC shall comply with all FCC and regulatory laws, rules and regulations relating to use of the System. ECC will provide Agency with one (1) year notice of any voluntary upgrades or early compliance with mandates to the System affecting Agency.
- b. Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the equipment sites of the Infrastructure.
- c. Critical System Data – The ECC will ensure that all System data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St. Louis County standards and best practices.
- d. Radio Licenses – The ECC is the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.

- e. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to ECC best practice.
- f. System Inventory – The ECC shall be responsible to maintain and update an inventory of the Infrastructure in accordance with the fixed assets policies of St. Louis County.
- g. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Infrastructure, including contingency funding to address unforeseen emergency requirements.

8. **Subscriber Radio Warranty and Maintenance.** The ECC funding for Subscriber Radio Warranty and Maintenance ends on December 31, 2021. After December 31, 2021, the Agency is responsible for obtaining warranty coverage for Subscriber Radios, mobile and portable, through Motorola or a Motorola factory authorized repair center. The Agency shall ensure that all maintenance performed on Agency's Subscriber Radios is performed by a certified technician employed by ECC authorized vendor or Motorola depot repair center. Agency agrees to take proper care of each of the Radios as recommended by the manufacturer and standard operating procedures. Agency will be responsible for coordinating repair scheduling and/or drop off with the maintenance contractor.

9. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Radios. The ECC will suspend the missing Radio's electronic registration within the System, so that it cannot be used by unauthorized persons.

10. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Radios for all of their operations, including those which may involve travel outside of the metropolitan area for special events and emergency/mutual aid response.

11. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

County:

Director of Emergency Communications Commission
St. Louis County Police Department
1150 Hanna Road
St. Louis, Missouri 63021
Fax: _____

With a copy to:

County Counselor

St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

AGENCY:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

12. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Radios, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Radios. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

13. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2024 unless sooner terminated pursuant to Section 15 or Section 16. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost to achieve the common goal of enhanced communications.

14. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 14A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect

until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

14A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

15. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

16. **Transfer of Radio Ownership.** In the event that Agency's services are assumed by another agency participating in the System, Agency may transfer its Radios to that new agency with advance notice to ECC.

17. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

18. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

19. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the County the _____ day of _____, 2019.

Executed by the Agency the _____ day of _____, 2019.

ST. LOUIS COUNTY

County Executive

Attested:

Administrative Director

Chairman, Emergency Communications Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

1 INTRODUCED BY COUNCIL AS A WHOLE
2 NOVEMBER 25, 2019

3
4 BILL NO. 9561

ORDINANCE NO.

5
6
7 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF**
8 **FLORISSANT TO ENTER INTO A USER AGREEMENT FOR THE**
9 **INTEROPERABLE RADIO SYSTEM WITH ST. LOUIS COUNTY,**
10 **MISSOURI.**

11
12
13 WHEREAS the City Council feels it is in the best interest of the City of Florissant to
14 authorize the Mayor to enter into a user agreement for the Interoperable Radio System with St.
15 Louis County, Missouri acting for the St. Louis County Emergency Communications
16 Commission;

17
18 BE IT ORDAINED BY THE CITY OF FLORISSANT AS FOLLOWS:

19
20 SECTION 1. The Mayor is hereby authorized to enter to an agreement with St. Louis
21 County, Missouri, which is attached hereto and whereby said County, will provide dispatch
22 equipment for the Florissant Police Department.

23
24 Adopted this _____ day of _____, 2019.

25
26 _____
27 Jeff Caputa
28 President of the City Council
29

30 Approved this _____ day of _____, 2019.

31
32
33 _____
34 Timothy J. Lowery
35 Mayor

36 ATTEST:

37
38 _____
39 Karen Goodwin, MPPA/MMC/MRCC
40 City Clerk
41

FLORISSANT CITY COUNCIL

*Bill
9561*

AGENDA REQUEST FORM

Date: 11/18/19

Mayor's Approval:

Agenda Date Requested:

10/14/2019

Description of request:

Approval to enter into a user agreement for St. Louis County Agencies Interoperable Radio System.

Department: Police Department

Recommending Board or Commission:

Type of request:

Ordinances	X	Other	X
Appropriation		Liquor License	
Transfer		Hotel License	
Zoning Amendment		Special Presentations	
CD Amendment		Resolution	
Special Use Transfer		Proclamation	
Special Use		Subdivision	
Budget Amendment			

Y/N

Y/N

Public Hearing needed: Yes / No

N

3 readings? : Yes / No

Y

Back up materials attached:

Back up materials needed:

Minutes

Minutes

Maps

Maps

Memo

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: _____

*Certified True
11/19/19*

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-5622(602)
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Florissant, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5622(602) involves:

Resurfacing the road and installing new curbs, gutters, and sidewalk along Rue St. Denis

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5622(602) by the Commission is within the city limits of Florissant, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Rue St. Denis from North Lafayette Street to St. Ferdinand Street

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of

the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,080,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total

federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5622(602) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
955 Rue St. Francois
Florissant, MO 63031
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
Facsimile No.: (573) 522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of

materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF FLORISSANT

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

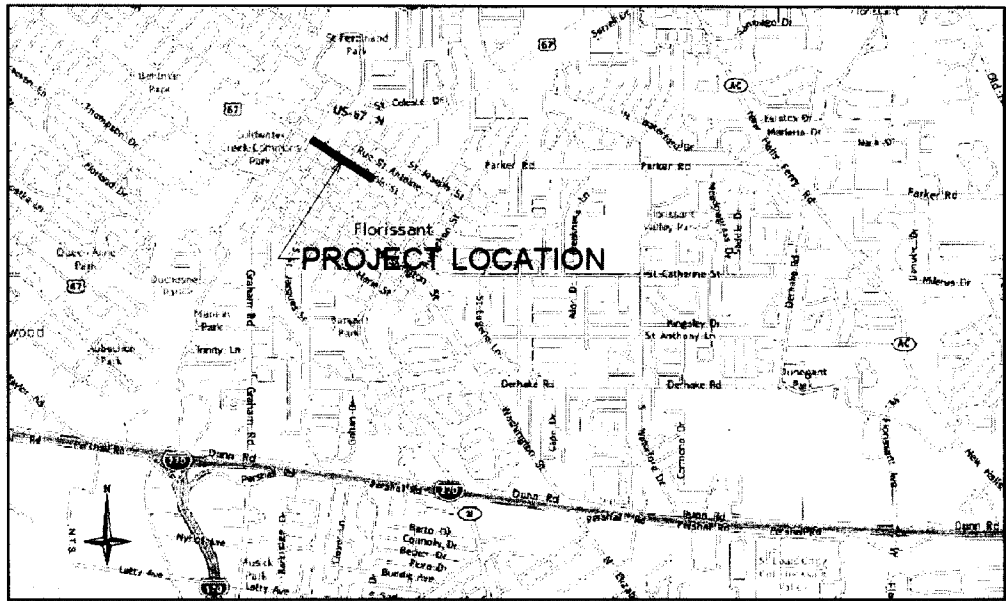
Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No:_____

Exhibit A - Location of Project



RUE ST. DENIS IMPROVEMENT PROJECT
LOCATION MAP

Exhibit B – Project Schedule

Project Description: STP-5622(602)

Resurfacing the road and installing new curbs, gutters, and sidewalk on Rue St. Denis from North Lafayette Street and St. Ferdinand Street.

PROJECT DEVELOPMENT SCHEDULE

Note: Many stages can occur concurrently.

Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	11/2018	11/2018	1
Execute agreement (project sponsor and DOT)	5/2019	7/2019	3.0
Engineering services contract submitted and approved*	8/2019	10/2019	3.0
Obtain environmental clearances (106, CE-2, etc.)	11/2019	9/2020	11.0
Public meeting/hearing	6/2020	6/2020	1.0
Develop and submit preliminary plans	11/2019	6/2020	8.0
Preliminary plans approved	7/2020	7/2020	1.0
Develop and submit right-of-way plans	6/2020	8/2020	3
Review and approval of right-of-way plans	9/2020	9/2020	1
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	9/2020	10/2020	2
Right-of-way acquisition	11/2020	6/2021	8
Utility coordination	11/2019	8/2021	22
Develop and submit PS&E	9/2020	8/2021	12
District approval of PS&E/advertise for bids*	9/2021	10/2021	2
Submit and receive bids for review and approval	11/2021	12/2021	2
Project implementation/construction	1/2022	10/2022	10

* Finish date must match fiscal year for each milestone shown in **bold** text.

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FLORISSANT CITY COUNCIL

Bill # 9562

AGENDA REQUEST FORM

Date: 11-12-19

Mayor's Approval:

Agenda Date Requested:

25-Nov-19

Description of request:

An ordinance is requested as a requirement to the East-West Gateway Council of Government and the Missouri Department of Transportation Transportation Improvement Program grant application for the improvement of Rue St Denis Street

Department: Public Works

Engineering Division

Recommending Board or Commission:

City Council

Type of request:

Ordinances		Other	X
Appropriation		Liquor License	
Transfer		Hotel License	
Zoning Amendment		Special Presentations	
Amendment		Resolution	
Special Use Transfer		Proclamation	
Special Use		Subdivision	
Budget Amendment		Ordinance	X

Public Hearing needed:

No

3 readings? :

No

Back up materials attached:

Back up materials needed:

Minutes		Minutes	
Maps		Maps	
Memo		Memo	
Draft Ord.	X	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: _____

CC to Council
11/29/19
KJ

1 OFFERED BY COUNCIL AS A WHOLE
2 NOVEMBER 25, 2019
3

4 BILL NO. 9562

ORDINANCE NO.

5
6 **ORDINANCE SUPPORTING THE TRANSPORTATION**
7 **IMPROVEMENT PROGRAM (TIP) APPLICATION FOR THE**
8 **FUNDING OF THE IMPROVEMENT OF RUE ST. DENIS**
9 **STREET THROUGH THE EAST-WEST GATEWAY COUNCIL**
10 **OF GOVERNMENTS AND THE MISSOURI DEPARTMENT OF**
11 **TRANSPORTATION (MoDOT)**
12
13

14 WHEREAS, the City of Florissant wishes to make improvements to rue St. Denis Street;
15 and
16

17 WHEREAS, the improvements contemplated by this agreement and designated as Project
18 STP-5622(602) involve resurfacing the road and installing new curbs, gutters, and
19 sidewalk along rue St. Denis; and
20

21 WHEREAS, the City of Florissant supports the attached Transportation Improvement
22 Program (TIP) application through the East-West Gateway Council of Governments and
23 the Missouri Department of Transportation (MoDOT) as a part of its overall effort
24 improve the quality of the roads.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
27 FLORISSANT, AS FOLLOWS:
28

29 Section 1: The City Council endorses and supports the City of Florissant's
30 application for federal funding of the improvements to rue St. Denis Street, from the
31 Transportation Improvement Program (TIP) through the East-West Gateway Council of
32 Governments and the Missouri Department of Transportation (MoDOT).
33
34

35 Adopted this _____ day of _____ 2019.
36
37

Jeff Caputa, Council President

38
39 Approved this _____ day of _____ 2019.
40
41

Timothy J. Lowery
Mayor

42
43 ATTEST
44

45 Karen Goodwin, MPPA/MMC/MRCC
46 City Clerk

1 INTRODUCED BY COUNCIL AS A WHOLE
2 November 25, 2019

3
4 BILL NO. 9563

ORDINANCE NO.

5
6 **AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF**
7 **FLORISSANT TO ENTER INTO AN AGREEMENT WITH THE**
8 **ST LOUIS COUNTY BOARD OF POLICE COMMISSIONERS TO**
9 **ALLOW OFFICER DAN BEIRMANN TO SERVE AS AN INSTRUCTOR**
10 **AT THE ST. LOUIS COUNTY POLICE ACADEMY.**

11
12 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS
13 COUNTY, MISSOURI, AS FOLLOWS:
14

15 Section 1: The Mayor of the City of Florissant is hereby authorized to enter into an
16 agreement with the St. Louis County Board of Police Commissioners to allow for Florissant
17 Police Officer Dan Biermann to serve as an instructor at the St. Louis County Police Academy
18 in accordance with the contract attached hereto and made a part hereof as if fully set out herein.

19 Section 2: This ordinance shall become in force and effect upon its passage and
20 approval.

21
22 Adopted this ____ day of _____, 2019.
23
24

25 _____
26 Jeff Caputa
27 President of the Council
28 City of Florissant
29

30
31 Approved this ____ day of _____, 2019.
32
33
34

35 _____
36 Timothy J. Lowery
37 Mayor, City of Florissant

38 ATTEST:
39
40

41 _____
42 Karen Goodwin, MPPA/MMCA/MRCC
43 City Clerk

CONTRACT FOR SERVICES

This contract, entered into this 1st day of January, 2020, by and between ST. LOUIS COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereafter "COUNTY") and CITY OF FLORISSANT, MISSOURI, an incorporated municipality of the State of Missouri (hereafter "CITY").

WHEREAS, COUNTY has established the St. Louis County and Municipal Police Academy (hereafter "ACADEMY") for the purpose of providing basic training and continuing law enforcement education to police officers throughout St. Louis County; and

WHEREAS, COUNTY and the incorporated municipalities located therein, including CITY, desire to provide for the participation of said incorporated municipalities in the training and education of police officers throughout St. Louis County; and

WHEREAS, Section 201.180 of the Revised St. Louis County Ordinances (1974), as amended, permits St. Louis County Board of Police Commissioners to approve contracts for professional services within the budget of the Police Department;

WHEREAS, CITY is authorized to enter into this contract by CITY'S Ordinance Number 8502;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations hereinafter stated, and CITY and COUNTY mutually agree as follows, to-wit:

1. **Term of Contract.** The term of this contract shall be for a period commencing on execution of contract and ending on December 31, 2020.
2. **Description of Services.** CITY shall provide for COUNTY'S use throughout the contract term of the services of its employee, Police Officer Dan Biermann (hereafter "EMPLOYEE"), for the weekly provision of 40 hours basic and/or special instruction and/or attendant instruction and services, as defined, directed and 54-732 scheduled by the St. Louis County Chief of Police (hereafter "CHIEF"), to

Academy attendees.

3. **Compensation**. Upon completion of performance by CITY and the submission of such documentation deemed reasonably necessary in the sole discretion of Chief, COUNTY shall reimburse CITY in the amount of EMPLOYEE'S salary throughout the contract term, including payment for direct fringe benefits and overhead, said reimbursement not to exceed One Hundred Fifteen Thousand Dollars (\$115,000.00) at an hourly rate of Thirty-Six and Twenty-Four Cents (\$36.24). Employee shall be entitled to overtime payment at 1 ½ times of said Employee's hourly rate, but overtime payment shall not exceed 100 hours in a given year.
4. **Termination for Cause**. This contract may be terminated by COUNTY for cause upon ten days written notice to CITY if in the sole discretion of Chief, EMPLOYEE fails to provide satisfactory instruction to Academy attendees as required in Section 2 herein, or if EMPLOYEE violates any State, County or Academy laws, regulations, ordinances, directives or policies. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE prior to notice of termination of this contract.
5. **Termination by Parties**. Either party may terminate this contract by giving the other party not less than 30 days written notice of its intention to do so. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE prior to notice of termination of this contract.
6. **Independent Contractors**. EMPLOYEE is at all times throughout the contract term performing and acting as an independent contractor with, and not an agent for COUNTY, and no act or omission of any party or party agent hereto shall be construed to make any other party its principal, agent or joint venturer.
7. **Duties Not Assignable**. The duties imposed on CITY by this contract are not assignable without COUNTY'S prior written consent.
8. **Non-Waiver**. The waiver by either party of a breach or violation of any contract provision shall not operate or be construed as a waiver of any subsequent breach hereof.
9. **Entire Agreement**. This contract sets forth the entire agreement between COUNTY and CITY with respect to the services and work to be performed hereunder, and

102 supersedes all prior and contemporaneous agreements, understanding, negotiations or
103 other agreements between the parties. No supplement, modification, waiver or
104 termination of this contract shall be binding, unless executed in writing by the person
105 to be bound or required to give notice.

106 10. **“CITY” and “COUNTY”**. As Used in this contract, the terms “CITY” and
107 “COUNTY” shall include the officers, employee, legal representatives and successor
108 thereof.

109

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate
the day and year first above written.

CITY OF FLORISSANT

Attest:

By _____
Mayor

ST. LOUIS COUNTY BOARD OF
POLICE COMMISSIONERS

Approved:

By _____
Chairman

Chief of Police
St. Louis County Police Department

Approved as to Legal Form:

County Counselor

I hereby certify that unencumbered balances sufficient to pay the Lease sum for the year
2019 remain in the appropriate accounts against which this obligation is to be charged.

Accounting Officer

FLORISSANT CITY COUNCIL

Bill # 9523

AGENDA REQUEST FORM

Date: 11-12-19

Mayor's Approval:

Agenda Date Requested:

Description of request: To request P.O. Dan Biermann continue as an instructor to provide training and continuing law enforcement education to police officers throughout St. Louis County at the St. Louis County Municipal Police Academy

Department: Police Department

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:

Minutes

Maps

Memo

Draft Ord.

Back up materials needed:

Minutes

Maps

Memo

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: _____

KGR 8/9/2006

cc to Council Manager
11/19/19
KJ

CONTRACT FOR SERVICES

This contract, entered into this 1 day of January, 2020, by and between ST. LOUIS COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereafter "COUNTY") and CITY OF FLORISSANT, MISSOURI, an incorporated municipality of the State of Missouri (hereafter "CITY").

WHEREAS, COUNTY has established the St. Louis County and Municipal Police Academy (hereafter "ACADEMY") for the purpose of providing basic training and continuing law enforcement education to police officers throughout St. Louis County; and

WHEREAS, COUNTY and the incorporated municipalities located therein, including CITY, desire to provide for the participation of said incorporated municipalities in the training and education of police officers throughout St. Louis County; and

WHEREAS, Section 201.180 of the Revised St. Louis County Ordinances (1974), as amended, permits St. Louis County Board of Police Commissioners to approve contracts for professional services within the budget of the Police Department;

WHEREAS, CITY is authorized to enter into this contract by CITY'S Ordinance Number 8502;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations hereinafter stated, and CITY and COUNTY mutually agree as follows, to-wit:

1. **Term of Contract.** The term of this contract shall be for a period commencing on execution of contract and ending on December 31, 2020.
2. **Description of Services.** CITY shall provide for COUNTY'S use throughout the contract term of the services of its employee, Police Officer Dan Biermann (hereafter "EMPLOYEE"), for the weekly provision of 40 hours basic and/or special instruction and/or attendant instruction and services, as defined, directed and

54-732

scheduled by the St. Louis County Chief of Police (hereafter "CHIEF"), to Academy attendees.

3. **Compensation.** Upon completion of performance by CITY and the submission of such documentation deemed reasonably necessary in the sole discretion of Chief, COUNTY shall reimburse CITY in the amount of EMPLOYEE'S salary throughout the contract term, including payment for direct fringe benefits and overhead, said reimbursement not to exceed One Hundred Fifteen Thousand Dollars (\$115,000.00) at an hourly rate of Thirty-Six Dollars and Twenty -Four Cents (\$36.24). Employee shall be entitled to overtime payment at 1 ½ times of said Employee's hourly rate, but overtime payment shall not exceed 100 hours in a given year.
4. **Termination for Cause.** This contract may be terminated by COUNTY for cause upon ten days written notice to CITY if in the sole discretion of Chief, EMPLOYEE fails to provide satisfactory instruction to Academy attendees as required in Section 2 herein, or if EMPLOYEE violates any State, County or Academy laws, regulations, ordinances, directives or policies. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE prior to notice of termination of this contract.
5. **Termination by Parties.** Either party may terminate this contract by giving the other party not less than 30 days written notice of its intention to do so. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE prior to notice of termination of this contract.
6. **Independent Contractors.** EMPLOYEE is at all times throughout the contract term performing and acting as an independent contractor with, and not an agent for COUNTY, and no act or omission of any party or party agent hereto shall be construed to make any other party its principal, agent or joint venturer.
7. **Duties Not Assignable.** The duties imposed on CITY by this contract are not assignable without COUNTY'S prior written consent.

8. **Non-Waiver**. The waiver by either party of a breach or violation of any contract provision shall not operate or be construed as a waiver of any subsequent breach hereof.
9. **Entire Agreement**. This contract sets forth the entire agreement between COUNTY and CITY with respect to the services and work to be performed hereunder, and supersedes all prior and contemporaneous agreements, understanding, negotiations or other agreements between the parties. No supplement, modification, waiver or termination of this contract shall be binding, unless executed in writing by the person to be bound or required to give notice.
10. **"CITY" and "COUNTY"**. As Used in this contract, the terms "CITY" and "COUNTY" shall include the officers, employee, legal representatives and successor thereof.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate
the day and year first above written.

CITY OF FLORISSANT

Attest:

By _____
CITY MANAGER

ST. LOUIS COUNTY BOARD OF
POLICE COMMISSIONERS

Approved:

By _____
Chairman

Chief of Police
St. Louis County Police Department

Approved as to Legal Form:

County Counselor

I hereby certify that unencumbered balances sufficient to pay the Lease sum for the year
2019 remain in the appropriate accounts against which this obligation is to be charged.

Accounting Officer

1 INTRODUCED BY COUNCILMAN CAPUTA
2 NOVEMBER 25, 2019

3
4 BILL NO. 9564

ORDINANCE NO.

5
6 **AN ORDINANCE AMENDING SECTION 405.125 OF THE ZONING**
7 **CODE TO ESTABLISH ADDITIONAL REQUIREMENTS FOR “SHORT**
8 **TERM LOAN ESTABLISHMENTS”**
9

10 WHEREAS, the City Council previously adopted legislation regulating short term loan
11 establishments; and

12 WHEREAS, the City Staff and the City Council have received information causing it to
13 conclude that the lending and marketing practices of short term loan establishments can result in
14 serious financial hardship to some of its citizens, particularly its elderly and low income citizens,
15 from which they cannot extract themselves, can perpetuate poverty, can perpetuate the
16 dependency upon public financial assistance, housing, health care, and social services, and can
17 perpetuate the physical and emotional deterioration of the City’s neighborhoods; and

18 WHEREAS, the City has received information that the patterns of short term loan
19 establishments suggest the industry targets low income citizens who are most likely to suffer
20 financial hardship as a result of the lending practices small loan products offer by short term loan
21 establishments; and

22 WHEREAS, the Planning and Zoning Commission of the City of Florissant at their
23 meeting of October 21, 2019 has recommended that the Zoning Code be amended by redefining
24 “short term loan establishments” to include additional regulations; and

25 WHEREAS, notice of a public hearing no. 19-11-030 on the Zoning Code Amendment
26 was duly published and commenced on November 25, 2019; and

27 WHEREAS, the City Council recognizes that the State of Missouri regulates short term
28 loan establishments in certain regards, but further recognizes that those State regulations do not
29 meet the level of restriction seen in adjacent states, nor do they adequately protect the City’s
30 citizens from certain lending and marketing practices of short term loan establishments, nor do
31 they adequately protect the City’s commercial and residential neighborhoods from the
32 deteriorating effects of the presence and proliferation of short term loan establishments; and

33 WHEREAS, the City Council, following said public hearing and after due and careful
34 consideration, has concluded that the proposed amendment to the definition of “short term loan
35 establishments” would be in the best interests of the City of Florissant and will not adversely
36 affect the health, safety, morals and general welfare of the City; and

WHEREAS, the City Council further finds that the additional regulation of short term loan establishments is necessary for the promotion and protection of the public health, safety and welfare of its citizens, its interests and those of its citizens in maintaining the quality of its commercial and residential neighborhoods.

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

Section 1: Section 405.125(K) "Special Use Permits" is hereby amended by deleting Paragraph 44 "Short Term Loan Establishments" as currently written and substituting the following in lieu thereof:

Short Term Loan Establishments, provided, and subject to the following:

- (a) two (2) fully operational, state-of-the-art security cameras shall be installed to monitor and clearly record the activities at all times and the recordings shall be kept for a minimum of thirty (30) days;
- (b) a panic alarm wired to the Florissant Police Department or a reputable security firm that is acceptable to the Florissant Police Department shall be installed;
- (c) no more than ten percent (10%) of the windows can be obstructed with signs so as to interfere with visibility into the businesses;
- (d) post and enforce a no-loitering policy on the premises;
- (e) a notice printed in not less than 24-point bold type 2 shall be posted within 3 feet of a location within the premises at which a customer, borrower or other member of the general public is invited or directed to stand or sit to either apply for a loan, to answer or ask questions, to review or sign transaction documents, to receive loan proceeds, to make payments or to inquire about, or apply for, the renewal of the rolling over of a loan, which sets forth the following information:
 - i. the word "WARNING" in bold capital letters;
 - ii. information that this establishment is a short term loan establishment and is not a federally chartered bank, savings and loan association, or credit union;
 - iii. the interest rates and fees charged;
 - iv. the annual percentage rate equivalent of the aggregate of those interest rates and fees charged per \$100.00 borrowed;
 - v. a computation of the amounts that would be paid on an original loan renewed or rolled over after the expiration of its original term without any payment of either principal or interest each time, up to the six times;
 - vi. a warning that default may result in loss of property used as a security for the loan and garnishment of wages and checking and savings accounts; and
 - vii. alternative to short term loans shall be provided upon request.
- (f) Short term loan establishments will not be permitted if the total number of short term loan establishments exceeds one (1) per ten thousand (10,000) population in

the City or if the location of the short term loan establishment is within two (2) miles of another short term loan establishment.

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

Adopted this ____ day of _____, 2019.

Jeff Caputa
Council President

Approved this ____ day of _____, 2019.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

CITY OF FLORISSANT



NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Florissant, MO, in the Council Chambers, 955 Rue St. Francois, on Monday, November 11, 2019 at 7:30 P.M. on the following proposition:

To amend the Zoning Code to add signage regulations to restrict Short Term Loan establishments. 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.

314.444.7600 (phone)
314.241.6056 (fax)
www.lewisrice.com

LEWIS RICE_{LLC}

Attorneys at Law

600 Washington Avenue
Suite 2500
St. Louis, Missouri 63101

MEMORANDUM

PRIVILEGED AND CONFIDENTIAL

TO: Phil Lum

CC: Mayor Tim Lowery
Todd Hughes
Karen Goodwin

FROM: John Hessel

DATE: October 14, 2019

RE: Additional Regulation of Short Term Loan Establishments

As we discussed when we met on October 9, 2019, several individuals, including a representative from St. Rose Church and David Lander with St. Louis University, approached former Mayor Schneider and Councilmember Robert Parson to discuss additional regulations of short term loan establishments. They proposed an ordinance which would significantly amend the licensing and regulation of short term loan establishments. A copy of the proposed Ordinance is attached for your reference.

I reviewed the proposed Ordinance and determined that it was too far-reaching, thereby raising a myriad of legal issues about the enforcement of the proposed regulations. For example, it suggested that the City should create a commissioner who would appoint inspectors and promulgate regulations for all short term loan establishments. It would also add a new permitting requirement and a fee with additional inspections. It would also impose fines ranging from \$100 to \$500 or imprisonment in jail for violation of any of the proposed regulations.

The proposed Ordinance also suggests that owners and operators of short term loan establishments be obligated to post "No Loitering" signs and to post signs warning customers of the charges and the consequences of the failure to pay the fees associated with the loan. I suggest that the Planning and Zoning Commission and the City Council consider these additional requirements regarding signage. Accordingly, I suggest that the following amendments be presented to the Planning and Zoning Commission for their recommendation to the City Council:

Section 405.125(K) "Special Use Permits" is hereby amended by deleting Paragraph 44 "Short Term Loan Establishments" as currently written and substituting the following in lieu thereof:

LEWIS RICE_{LLC}

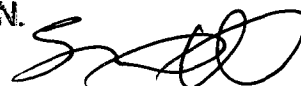
Short Term Loan Establishments, provided, and subject to the following:

- (a) two (2) fully operational, state-of-the-art security cameras shall be installed to monitor and clearly record the activities at all times and the recordings shall be kept for a minimum of thirty (30) days;
- (b) a panic alarm wired to the Florissant Police Department or a reputable security firm that is acceptable to the Florissant Police Department shall be installed;
- (c) no more than ten percent (10%) of the windows can be obstructed with signs so as to interfere with visibility into the businesses;
- (d) post and enforce a no-loitering policy on the premises;
- (e) a notice printed in not less than 24-point bold type 2 shall be posted within 3 feet of a location within the premises at which a customer, borrower or other member of the general public is invited or directed to stand or sit to either apply for a loan, to answer or ask questions, to review or sign transaction documents, to receive loan proceeds, to make payments or to inquire about, or apply for, the renewal of the rolling over of a loan, which sets forth the following information:
 - i. the word "WARNING" in bold capital letters;
 - ii. information that this establishment is a short term loan establishment and is not a federally chartered bank, savings and loan association, or credit union;
 - iii. the interest rates and fees charged;
 - iv. the annual percentage rate equivalent of the aggregate of those interest rates and fees charged per \$100.00 borrowed;
 - v. a computation of the amounts that would be paid on an original loan renewed or rolled over after the expiration of its original term without any payment of either principal or interest each time, up to the six times;
 - vi. a warning that default may result in loss of property used as a security for the loan and garnishment of wages and checking and savings accounts; and
 - vii. alternative to short term loans shall be provided upon request.
- (f) Short term loan establishments will not be permitted if the total number of short term loan establishments exceeds one (1) per ten thousand (10,000) population in the City or if the location of the short term loan establishment is within two (2) miles of another short term loan establishment.

Please contact me if you have any questions or want to discuss this matter with me.

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

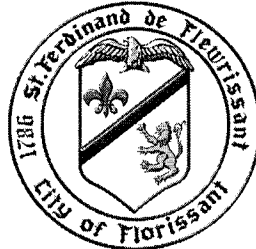
SIGN.



DATE:

10-21-19

1
2
3
MEMORANDUM



4
5
6
7
8
CITY OF FLORISSANT- Building Division

"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."

9 To: Planning and Zoning Commissioners Date: October 15, 2019
10
11 From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
12 Director Public Works
13 Deputy City Clerk
14 Applicant
15 File
16

17 Subject: Request Recommended Approval to amend the zoning code to add signage
18 regulations to restrict Short Term Loan establishments.
19
20

21
22
23
STAFF REPORT
CASE NUMBER PZ-102119-3

24
25
I. PROJECT DESCRIPTION:

26 This is a request for recommendations for a change in the **Zoning Code** to amend the
27 zoning code to add signage regulations to restrict Short Term Loan establishments.
28

29
30
II. EXISTING CONDITIONS:

31 It comes to the attention of staff that several individuals met with the City Attorney to
32 explore additional regulation of Short Term Loan Establishments. Changes to the Zoning
33 Code require review by the Planning & Zoning Commission for recommendations.
34

35 Short Term Loan establishments are Special Uses in certain Zoning Districts. Also, they
36 are currently restricted by both distance and number per capita.
37

38 Staff therefore recommends revising the zoning code as a result of research and review
39 by the City Attorney. Staff recommends changing the zoning code to mandate that signs

40 be posted on the premises indicating no loitering and a notice regarding the pitfalls of
41 entering into a loan agreement that may be non-advantageous. Please refer to item (d)
42 and (e) of the letter of recommendation by John Hessel dated October 14, 2019.

43 **Suggested Motion:**

44 I move to recommend approval to amend Title IV "Land Use" of the Florissant City
45 Code, consistent with the recommendations of staff, outlined in the memorandum from
46 John Hessel, dated October 14, 2019, ~~with the following conditions being part of the~~
47 ~~record:~~

48

49

50

51

52

(End report and suggested motion)

53

1 INTRODUCED BY COUNCILMAN HENKE
2 NOVEMBER 25, 2019

3
4 BILL NO. 9565

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING AN AMENDMENT TO SECTION 405.161**
7 **(D) “HISTORIC BUSINESS DISTRICT, SUBSECTION 6 “SPECIAL USE**
8 **PERMITS” BY ADDING A NEW USE “STATE SUBSTANCE**
9 **AWARENESS TRAFFIC OFFENDER PROGRAM, PROBATION**
10 **SERVICE, THEFT OFFENSE, DOMESTIC VIOLENCE AND**
11 **SUBSTANCE ABUSE SERVICE ESTABLISHMENTS.**
12

13 WHEREAS, the Planning and Zoning Commission of the City of Florissant at their
14 meeting of November 4th, 2019 has recommended that the Zoning Code be amended by a new
15 special use in the Historic Business district; and

16 WHEREAS, notice of a public hearing no. 19-11-031 on the Zoning Code Amendment
17 was duly published and commenced on November 25, 2019; and

18 WHEREAS, the City Council further finds that the addition of this Special Use in the
19 Historic Business District is necessary for the promotion and protection of the public health,
20 safety and welfare of its citizens, its interests and those of its citizens in maintaining the quality
21 of its commercial and residential neighborhoods.

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

25 Section 1: An amendment to Section 405.161 (D) “Historic Business District,
26 Subsection 6 “Special Use Permits” by adding a new use to read as follows and re numbered
27 accordingly:
28

29 **“State Substance Awareness Traffic Offender Program, Probation service, Theft**
30 **offense, Domestic Violence and Substance Abuse Service establishments”.**
31

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

34 Adopted this ____ day of _____, 2019.

35
36 _____
37 Jeff Caputa, Council President
38

39 Approved this ____ day of _____, 2019.

40
41 _____
42 Timothy J. Lowery, Mayor
43

44 ATTEST:

45 _____
46 Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN CAPUTA
2 NOVEMBER 25, 2019

3
4 BILL NO. 9566

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING AN APPROPRIATION OF \$38,000**
7 **FROM THE CAPITAL IMPROVEMENT FUND TO ACCOUNT NO.**
8 **03-5-03-20030 “DEBT PAYMENT EQ/LEASE PURCHASE”.**
9

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

13 Section 1: There is hereby authorized an appropriation \$38,000 from the Capital Improvement
14 Fund to Account no. 03-5-03-20030 “Debt Payment Eq/lease purchase”.
15

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

18 Adopted this _____ day of _____, 2019.
19

20 _____
21 Jeff Caputa
22 President of the Council
23

24 Approved this _____ day of _____, 2019.
25

26 _____
27 Timothy J. Lowery
28 Mayor
29

30 ATTEST:

31 _____
32 Karen Goodwin, MPPA/MMC/MRCC,
City Clerk

1 INTRODUCED BY COUNCILMAN CAPUTA
2 NOVEMBER 25, 2019

3
4 BILL NO. 9567

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING AN APPROPRIATION OF \$30,000**
7 **FROM THE PARK IMPROVEMENT FUND TO ACCOUNT NO. 09-5-**
8 **09-20030 "DEBT PAYMENT EQ/LEASE PURCHASE".**
9

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

13 Section 1: There is hereby authorized an appropriation \$30,000 from the Park Improvement
14 Fund to Account no. 09-5-09-20030 "Debt Payment Eq/lease purchase".
15

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

18 Adopted this _____ day of _____, 2019.
19

20 _____
21 Jeff Caputa
22 President of the Council
23

24 Approved this _____ day of _____, 2019.
25

26 _____
27 Timothy J. Lowery
28 Mayor
29

30 ATTEST:

31 _____
32 Karen Goodwin, MPPA/MMC/MRCC,
City Clerk

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

Date: 11/21/19

Mayor's Approval:

Agenda Date Requested: 11/25/2019

Description of request:

Appropriation funds in Capital Improvement and Park Improvement Funds to cover the interest payment related to the 2019 Equipment Lease/Purchase Agreement with Bank of America Ordinance #8511 dated May 28, 2019.

Department: Various

Recommending Board or Commission:

Type of request:

Ordinances	X	Other	X
Appropriation		Liquor License	
Transfer	X	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	Y

Back up materials attached:

Minutes	
Maps	
Memo	
Draft Ord.	

Back up materials needed:

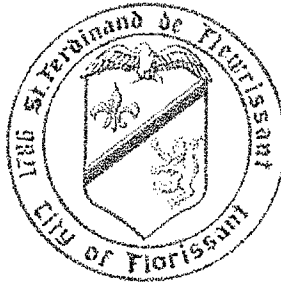
Minutes	
Maps	
Memo	
Draft Ord.	

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: _____



Memo To: City Council

Date: November 20, 2019

Thru: Mayor Timothy Lowery

From: Kimberlee Johnson
Director of Finance

Subject: Appropriate Funds to cover the interest payment related to the 2019 Equipment Lease/Purchase Agreement with Bank of America Ordinance #8511 dated May 28, 2019.

Capital Improvement Fund

03-5-03-20030	Debt Payment -2019 Eq/Lease Purchase	\$38,000
---------------	--------------------------------------	----------

Park Improvement Fund

09-5-09-20030	Debt Payment -2019 Eq/Lease Purchase	\$30,000
---------------	--------------------------------------	----------

Respectfully submitted,

Kimberlee Johnson, Director of Finance

1 INTRODUCED BY COUNCILMAN CAPUTA
2 NOVEMBER 25, 2019

3
4 BILL NO. 9568

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING VARIOUS TRANSFERS WITHIN**
7 **GENERAL FUND ACCOUNTS TO BETTER CLASSIFY EXPENSES**
8 **BETWEEN ACCOUNT CATEGORIES.**
9

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

13 Section 1: There is hereby authorized the following transfers within the General Revenue Fund
14 to various accounts listed as follows:
15

		From:	To:
<u>Public Works</u>			
\$ 8,000	Software Purch & Maint	01-5-48-50045	01-5-48-24070
		Prof Services-Comp Serv	Software Purch & Maint
<u>Prosecuting Attny</u>			
\$ 100	Organization Dues	01-5-35-42000	01-5-35-43000
		Tvl, Training & Cert	Organizational Dues
<u>Health</u>			
\$ 1,000	Telecom/Computer	01-5-42-33000	01-5-42-24040
		Materials & Supplies	Radio/Walkie Purch& Maint

26
27
28
29
30 Section 2: This ordinance shall become in force and effect immediately upon its passage and
31 approval.

32 Adopted this _____ day of _____, 2019.

33
34
35 _____
36 Jeff Caputa
37 President of the Council

38 Approved this _____ day of _____, 2019.

39
40
41 _____
42 Timothy J. Lowery
43 Mayor

44 ATTEST:

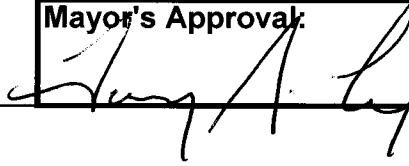
45 _____
46 Karen Goodwin, MPPA/MMC/MRCC,
City Clerk

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

Date: 11/21/19

Mayor's Approval:



Agenda Date Requested: 11/25/2019

Description of request:

General Fund –Request transfers to better classify expenses between the following account categories discovered after the newly formatted 2019 budget was presented to the City Council on March 25, 2019.

Department: Various

Recommending Board or Commission:

Type of request:

Ordinances	X	Other	X
Appropriation		Liquor License	
Transfer	X	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	Y

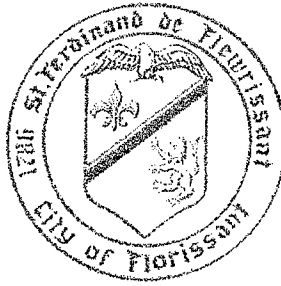
Back up materials attached:	Back up materials needed:
Minutes	Minutes
Maps	Maps
Memo	Memo
Draft Ord.	Draft Ord.

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: _____



Memo To: City Council

Date: November 21, 2019

Thru: Mayor Timothy Lowery

From: Kimberlee Johnson
Director of Finance

Subject: General Fund --Request transfers to better classify expenses between the following account categories discovered after the newly formatted 2019 budget was presented to the City Council on March 25, 2019.

	From:	To:
<u>Public Works</u>		
\$ 8,000 Software Purch & Maint	01-5-48-50045 Prof Services-Comp Serv	01-5-48-24070 Software Purch & Maint
<u>Prosecuting Attny</u>		
\$ 100 Organization Dues	01-5-35-42000 Tvl, Training & Cert	01-5-35-43000 Organizational Dues
<u>Health</u>		
\$ 1,000 Telecom/Computer	01-5-42-33000 Materials & Supplies	01-5-42-24040 Radio/Walkie Purch&Maint

Respectfully submitted,

Kimberlee Johnson, Director of Finance

1 INTRODUCED BY COUNCILWOMAN PAGANO
2 NOVEMBER 25, 2019

3
4 BILL NO. 9569

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING A TRANSFER OF SPECIAL USE**
7 **PERMIT NO. 5724 FROM 367 PIZZA COMPANY TO FLORISSANT**
8 **IMG PIZZA, INC. D/B/A IMO'S PIZZA FOR THE OPERATION OF A**
9 **RESTAURANT LOCATED AT 1939 WASHINGTON STREET.**

10
11 WHEREAS, the Florissant Zoning Ordinance authorizes the Council of the City of
12 Florissant, by Special Use Permit, after public hearing thereon, to permit the location of a
13 restaurant; and

14 WHEREAS, 367 Pizza Company was granted Special Use Permit no. 5724 for the
15 location of a restaurant located at 1939 Washington, and

16 WHEREAS, an application has been filed by Florissant IMG, Inc. to transfer the Special
17 Use Permit authorized by Ordinance No. 5724 to its name; and

18 WHEREAS, the City Council of the City of Florissant determined at its meeting on
19 November 25, 2019 that the business would be operated in substantially identical fashion as set
20 out herein; and

21 WHEREAS, Florissant IMG, Inc. has accepted the terms and conditions set out in
22 Ordinance No. 5724.

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

26
27
28 Section 1: The Special Use Permit authorized by Ordinance No. 5724 is hereby
29 transferred from 367 Pizza Company to Florissant IMG Pizza, Inc. d/b/a Imo's Pizza for the
30 operation of a restaurant located at 1939 Washington Street.

31 Section 2: The terms and conditions of said Special Permit authorized by Ordinance No.
32 5724 shall remain in full force and effect.

33 Section 3: The Special Use Permit herein authorized shall terminate if the said business
34 ceases operation for a period of more than ninety (90) days.

35 Section 4: This ordinance shall become in force and effect immediately upon its passage
36 and approval.

Adopted this ____ day of _____, 2019.

Jeff Caputa
Council President

Approved this ____ day of _____, 2019.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk