



**CITY OF WELDON SPRING
BOARD OF ALDERMEN MEETING
ON TUESDAY, MAY 14, 2019, AT 7:30 P.M.
WELDON SPRING CITY HALL
5401 INDEPENDCE ROAD
WELDON SPRING, MISSOURI 63304**

REVISED ON 5-9-19

******AGENDA******

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. APPROVAL OF MINUTES: (04/25/19 – Regular Meeting)**
- 5. CITIZENS COMMENTS:**
- 6. PUBLIC HEARING:**
 - A. The Bait Shop Condition Use Permit (CUP)**
- 7. CITY TREASURER: Paid Bills (4-17-19 – 5-7-19); Unpaid Bills (4-26-19 – 5-14-19); & Budget Report**
- 8. OLD BUSINESS:**
 - A. Independence Road (Phase 4 Design Contract) – St Charles Engineering & Surveying Supplemental Agreement (SA) #1 (City Administrator) - Consideration**
 - B. An Ordinance on Medical Marijuana Regulations (Alderman Hillmer) – TABLED**
- 9. NEW BUSINESS:**
 - A. 820 O’Fallon Road Site Plan – Consideration**
 - B. An Ordinance of the City of Weldon Spring, Missouri, to Execute an Agreement with St. Charles County for building permitting, private sewage disposal/septic, blasting, code enforcement and property maintenance, and building damage assessment (Alderman Clutter)**
 - C. An Ordinance of the City of Weldon Spring, Missouri, Providing for the Adoption and Enforcement of Certain Codes in Order to Provide for the Public Safety and Welfare, and Matters Relating Thereto - (Alderman Clutter)**
 - D. Nancy Lane (Discussion)**
 - E. Solicitor Ordinance Discussion (Alderman Clutter)**
 - F. St. Charles Municipal League Fees - \$750.00 (Discussion/Motion)**
 - G. Sunshine Law Discussion (Alderman Clutter)**
- 10. REPORTS & COMMITTEES:**
 - A. City Administrator**
 - B. City Attorney**
 - C. Planning & Zoning Commission**
 - D. Finance Committee**

E. C.E.R.T. Report

F. Parks & Recreation

G. City Priorities Update (Alderman Clutter)

11. RECEIPTS & COMMUNICATIONS

12. WORK SESSION:

13. CLOSED SESSION: *In Accordance with RSMo Section 610.021, the Board of Aldermen may go into Closed Session during this meeting to discuss matters of Litigation, Legal Actions, and/or Communications from the City Attorney as provided under Section 610.021(1), and/or Personnel under Section 610.021(3), and/or Real Estate under Section 610.021(2).*

14. ADJOURNMENT

**CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
APRIL 25, 2019**

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Thursday, April 25, 2019 at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Donald Licklider called the meeting to order.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

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

Ward 1:	Alderman Clutter	Alderman Hillmer
Ward 2:	Alderman Schwaab	Alderman Kolb
Ward 3:	Alderman Martiszus	

Alderman Baker was absent. A quorum was declared.

MINUTES: April 25, 2019 Board Minutes - Alderman Clutter moved to approve the minutes from the April 9, 2019 regular meeting with a couple minor grammatical corrections. Alderman Schwaab seconded the motion. **Motion carried with 4 ayes.** Alderman Hillmer abstained.

PUBLIC COMMENTS: There was no public comments at this time.

PUBLIC HEARING: There was no public hearing scheduled.

TREASURER'S REPORT: Alderman Clutter made a motion to accept the Treasurer's packet of paid bills from April 3, 2019, to April 16, 2019, the unpaid bills from April 10, 2019, to April 25, 2019, and the Budget Report. Alderman Hillmer seconded. **Motion carried with 5 ayes.**

Alderman Clutter made a motion to approve the 6-Month Financial Statement for receipts and disbursement as submitted for publication, seconded by Alderman Hillmer. **Motion carried with 5 ayes**

OLD BUSINESS:

An Ordinance Adopting & Enacting A New Code of Ordinance of the City of Weldon Spring (Alderman Schwaab): Alderman Schwaab move to read Bill # 1121 for its seconded reading and final time, seconded by Alderman Clutter. On a roll call vote, the Bill #1121 was placed as Ordinance 19-06 as followed:

AYES: 5 – Schwaab, Clutter, Hillmer, Kolb, and Martiszus
NOES: 0
ABSENT: 1 - Baker

Independence Road (Phase 4) Supplemental Agreement: This topic was tabled.

NEW BUSINESS:

Certification of Election Results: The election results from the April 2, 2019, Municipal Election are as follow:

Mayor

Donald D. Licklider 304

Ward I

William "Bill" Hillmer 77
Bruce J. Robb 65

Ward II

Janet Kolb 129
Vic Conlin 2

Ward III

Gerry Baker 67

Alderman Clutter made a motion to accept the certifications from the St. Charles County Election Board as submitted. Alderman Schwaab seconded the motion. **Motion carried** with 5 ayes.

Oath of Office: Mr. Bill Hanks (City Clerk) swore Don Licklider in for a two-year term as Mayor, Janet Kolb in for a two-year term as Alderman for Ward II, and Bill Hillmer for a two-year term as Alderman in Ward I

Board President Appointment: Alderman Clutter made a motion to nominate Alderman Schwaab as Board President, seconded by Alderman Martiszus seconded. **Motion carried** with 5 ayes.

Medical Marijuana Regulation Ordinance: This ordinance was tabled for a meeting at a later date because some Aldermen have requested some changes.

Firework Stand Approval: Alderman Schwaab moved to approve the following firework stands: David Shaiper Fireworks LLC at the Wolfrum Crossing Shopping

Center; Hale Fireworks LLC at Independence Road, adjacent to the Dairy Queen; Meramec Specialty Co. at Highway 94 and Sidentop Road and also at Technology Drive, south of Meadows Parkway and Powder Monkey at 5130 Westwood at Cornerstone Crossing. Alderman Martiszus seconded the motion. **Motion carried** with 4 ayes. Alderman Clutter voted no.

Playground Equipment Demolition Bid: Alderman Kolb made a motion to accept the bid submitted by Karrenbrock Excavating, LLC, for \$3,970.00, seconded by Alderman Clutter. **Motion carried** with 5 ayes.

Achieving Software: This topic was tabled for a meeting at a later date because of some technology issues.

General Codes Supplemental Quote: Alderman Clutter made a motion to approve the quote from General Code for a City Code supplement of Chapter 400, which was passed in December 2018, seconded by Alderman Schwaab. **Motion carried** with 5 ayes.

REPORTS AND COMMITTEES:

City Administrator: Alderman Clutter made a motion to approve the purchase of two signs, not to exceed \$1,400.00, for City Hall, seconded by Alderman Martiszus. **Motion carried** with 5 ayes.

Mr. Padella (City Administrator) briefed the Board that the City has recently experienced problems with the network server. Mr. Padella presented a quote from the current City's IT consultant (CDS Office Technology) to replace the network server. A brief discussion took place. The decision is to have the City go through the former bid process to replace the network server. Also, the staff received direction to review their IT services.

City Attorney: There was no report.

Planning and Zoning Commission: The next Planning and Zoning meeting is scheduled for 7:30 P.M. May 6th, 2010.

Finance Committee: Alderman Clutter stated the next meeting is tentatively scheduled for May 8, 2019.

CERT Committee: Alderman Schwaab stated the CERT trailer was finally picked up. Also, he made mention of the Kids' Fishing Day event in June.

PRAC Committee: There was no report

Mayor Licklider gave a brief update on the Independence Road Phase 4 Project.

RECEIPTS & COMMUNICATIONS:

Alderman Schwaab: He talked about achieving software, known as Laserfiche. He stated that he provided a summary for the Board, which will be distributed by the City Clerk, regarding his visit to a neighboring municipality to learn more about the Laserfiche software.

Alderman Martiszus: He stated he attended a Chapter One Subdivision Board meeting and he encouraged everyone (at that subdivision meeting) to participate in local government at that meeting.

After a brief discussion between the elected officials, it was decided that the City will begin including the City's website address on City's business cards.

Alderman Hillmer: He stated some residents in the Manor of Lucerne subdivision are concerned about the irrigation system with the new proposed walking trail along Sammelman Road.

Alderman Kolb: She stated she recently attended some diversity meetings with Missouri Department of Transportation and Metropolitan Sewer District. A brief discussion took place.

Alderman Clutter mentioned the Whitnoor Homeowner Association has a meeting scheduled for 7:00 P.M on April 30, 2019, at City Hall.

WORK SESSION:

There was no work session scheduled.

CLOSED SESSION:

There was no closed session called at this meeting.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:33 PM and Alderman Clutter seconded the motion. **Motion carried** with 5 ayes.

Respectfully submitted,

William C. Hanks
City Clerk

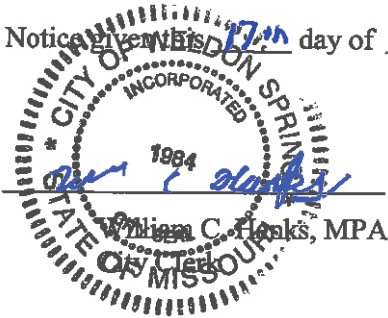
Public Notice

NOTICE IS HEREBY GIVEN THAT the City of Weldon Spring's Planning & Zoning Commission at its regular meeting on Monday May 6, 2019, and the Board of Aldermen at its regular meeting on Tuesday May 14, 2019, will conduct Public Hearings to consider an Application for a Conditional Use Permit (CUP) filed by Lynn Cotton of "The Bait Shop" for the purpose of allowing a Vaporizer (Vap) / Electronic (E)-Cigarette Store at 6301 Old Highway 94. The proposed use will occupy an existing building on property currently zoned "GC" General Commercial. (Case #19-0032).

Both Public Hearings will be held in the Council Chambers at Weldon Spring City Hall, 5401 Independence Road, Weldon Spring, Missouri at 7:30 p.m.

All interested parties are invited to appear and be heard at the time and date of said Public Hearing or to submit written comments to the City Clerk at City Hall or bhanks@weldonspring.org. Case documentation will be provided to the applicant electronically.

Notice given this 17th day of April 2019.





Conditional Use Permit Application Form

5401 Independence Road
Weldon Spring, MO 63304

FOR OFFICE USE ONLY

Application Number: _____ Application Date: _____ Fee Amount Paid: _____

Conditional Use Permit Approved (Yes/No): _____ Date Approved: _____

Application is made to the City of Weldon Spring for a Conditional Use Permit pursuant to the provision of the Weldon Spring Municipal Code (Section 405.310). Fee for Conditional Use Permit Application is \$920 plus \$250 for publication costs.

Project Name: 94 Best LLC DBA The Best Shop

Property Details:

Subdivision/Location: _____

Current Zoning: _____ Gross Acreage/Square Footage: _____

Current Land Use: Commercial Industrial Residential

Proposed Land Use: Commercial Industrial Residential

Applicant Information:

Contact: Lynn Cotton Phone: _____

Company: The Best Shop

Address: 6301 Weldon Springs Rd.

E-mail: contact@94best.com

Engineer: _____ Phone: _____ Email: _____

Surveyor: _____ Phone: _____ Email: _____

Property Owner Information:

Contact: James Shelby Phone: _____

Company: 94/40 Inc.

Address: 1401 S. Brentwood Blvd. Suite 650 Saint Louis MO

Email: _____

I, the undersigned do certify the accuracy of the information given on all the above:

Signature of Applicant: [Signature] Date: 4-11-19



THE BAIT SHOP

Hello,

We are looking to reopen The Bait Shop. We are in no way affiliated with the previous owners. There will be absolutely no sales of synthetic drugs. We will not be selling anything illegal. The building will look as presentable as possible with further improvements already planned. The building is old, but we have already taken steps to make the building look better. Our staff is knowledgeable, polite, and professional.

Included you will find a proposed floor plan of the store as well as a list of products we will carry. The bait area of the store will be kept entirely separate from the smoke shop area. We currently have four other stores throughout the Greater Saint Louis and surrounding counties, each of them is in good standing with their respective city.

Please contact us as needed in regards to the floor proposal and intended product list.

Regards,
Lynn Cotton
Executive

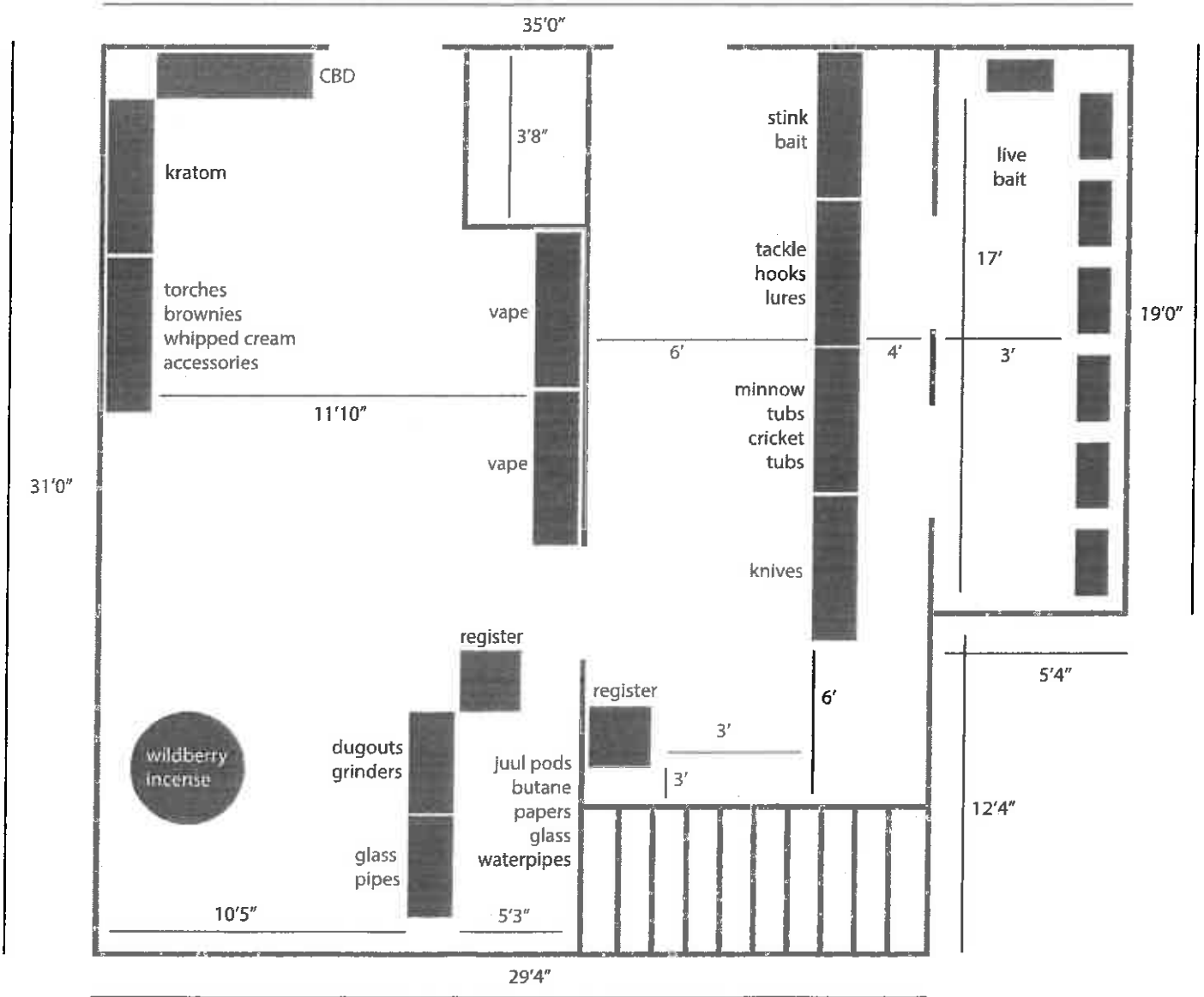
Cell Phone 573-434-4043 

contact@94bait.com 

thebaitshopest85 

6301 Weldon Springs Road 







CITY OF WELDON SPRING

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

STAFF REPORT

To: Planning & Zoning Commission

Date: 05/02/2019

From: City of Weldon Spring Staff

Subject: 94 Bait Shop CUP Request for a Vap. Shop

Cc: Mayor Don Licklider, City Administrator Michael Padella, City Clerk, Bill Hanks, Plan Commissioner Steve Lauer, City Engineer Mike Meiners & City Attorney Bob Wohler

Staff has reviewed an application submitted by "94 Bait Shop LLC" requesting a Conditional Use Permit (CUP) to allow a Vap Shop at 6301 Weldon Springs Road (formally the Bait Shop) for compliance with the City's Zoning Regulations and present the following report for your review and consideration.

BACKGROUND:

The subject site, known as the "Bait Shop", has been in operation for decades serving a unique mix of retail products. While originally a live bait and tackle shop, over the years, the business become better known as a "head shop" that offered a wide range of tobacco, vapor and related products and paraphernalia. In a three (3) year span from January 2010 to December 2012, the local authorities were dispatched to the location over 100 times, according to the St. Charles County Sheriff's Department. On December 8th, 2011, police raided the "South 94 Bait Tackle and Smoke Shop" and seized a number of items. In 2016, the owner was sentenced to 12.5 years in federal prison for tax evasion and her role in a conspiracy to make and sell illegal narcotics including bath salts and other synthetic illegal drugs. Live bait, fishing tackle, tobacco and vap supplies continued to be sold at the location until 2018.

The petitioner, serving as or acting on behalf of the owner, has submitted a Conditional Use Permit Application for a business that will include over 50% of gross floor area devoted to vap or vap related products.

REGULATORY COMPLIANCE SUMMARY

- 1) According to Section 405.173 F. "*Cessation of Non-Conformities*. Any non-conforming use of land, structure or an establishment having a site-related non-conformity which ceases operation for a continuous period of ninety (90) days or more or if a non-conforming structure is removed for a continuous period of ninety (90) days or more, all non-conformities shall be considered terminated and shall not thereafter be re-established."

As mentioned in the Background Summary, the subject location and building has a long history of operating as a live bait, tackle and head shop which predated the City's zoning regulations and therefore was being operated as a legally-non-conforming use. Since the business ceased operation for a continuous period of ninety (90) days or more, the legally non-conforming status no longer applies to the previous use of the property.

- 2) According to the City's Zoning Code, **Vaporizer (Vap) / Electronic (E)-Cigarette Stores** are defined as: A business establishment for which more than 50% of the gross floor area is dedicated to the storage, mixing, display and/or retail sale of electronic cigarette devices, Juul pods and other similar vaporizers, nicotine-enriched solutions and/or liquid products that are manufactured for use with e-cigarettes.

The legally non-conforming status of the use of the Bait Shop has been terminated, therefore, the proposed use was reviewed and determined to be classified as a **Vaporizer (Vap) / Electronic (E)-Cigarette Store** since over 50% (approximately 56-60%) of the gross floor area is dedicated to the storage, mixing, display or retail sale of electronic cigarette devices, Juul pods and other similar vaporizers, nicotine-enriched solutions and/or liquid products that are manufactured for use with e-cigarette.

- 3) According to Section 405.188, the following restrictions apply:

- A. No tobacco, hookah, or vapor/electronic cigarette stores, bars, or lounges shall be permitted within seven hundred fifty (750) feet of any property zoned and/or used for residential, eleemosynary, religious, school, or public use. Such distance shall be measured in a straight line without regard to intervening properties from the closest exterior structural wall of the establishment to the closest point on any property line of a residence, eleemosynary use, religious institution, school, public building or public park.

The proposed location is within 750' from a church. Emmanuel United Church is located just over 500' from the Bait Shop.

- B. No tobacco, hookah, or vapor/electronic cigarette store, bar, or lounge shall be allowed to locate or expand within seven hundred fifty (750) feet of any other such business or establishment. The distance between any two (2) such stores or similar use shall be measured in a straight line without regard to intervening structures from the closest exterior structural wall of each business.

There are no known vap. shops or other such business located in the vicinity of the subject location.

- C. Off-street parking shall be provided pursuant to the City Code, which includes the following requirements.
1. Provide six (6) parking spaces per one thousand (1,000) square feet of floor area.
 2. Driveways and parking pads shall be constructed of one (1) of the following
 - a) Four (4) inches of asphaltic concrete on four (4) inches of aggregate on properly compacted subgrade, or
 - b) Four (4) inches of Portland cement concrete on four (4) inches of aggregate on properly compacted subgrade, or

- c) Paver stones on properly compacted subgrade, or
 - d) Any other, suitable paving material approved by the Architectural Review Committee.
3. All parking spaces shall be marked by durable painted lines at least four (4) inches wide and extending the length of the space or by curbs or other means to indicate individual spaces. Handicapped parking spaces shall be identified through the use of light blue painted lines. Signs or markers located on the surface within a parking facility shall be used as necessary to ensure efficient and safe traffic operation of the facility.
 4. Handicapped parking shall be provided in accordance with the requirements of the Americans with Disabilities Act (ADA) of 1990 including provisions of the Act which were effective as of January 26, 1992.

D. Lighting of the parking area shall conform to the requirements of the City Code.

Generally, lighting shall not cast onto adjacent properties or rights of way and be in accordance section 425.050.

- 4) According to the "GC" General Commercial District regulations (in Appendix A), Vaporizer (Vap.) / Electronic (E)-Cigarette Stores are permitted as a Conditional Use. In accordance with *Article IX: Conditional Use Regulations*, notice of the public hearing was made in a local newspaper with general circulation and mailed to all owners within 500' of the subject site on April 26th, 2019, and public hearings were scheduled for the May 6th 2019 Planning Commission Meeting and the May 14th 2019 Board of Aldermen Meeting.

After the public hearing, the Planning and Zoning Commission shall review the application based on evidence presented during the public hearing. Consideration should also be given to the effect of the requested use on the health, safety, morals and general welfare of the residents of the area in the vicinity of the property in question and the residents of the City generally.

The Planning and Zoning Commission shall also consider the following standards and ensure the Commission's response to each is in the affirmative.

1. Whether the proposed conditional use is consistent with the City's Comprehensive Plan and will not impede normal orderly development of the neighborhood.

Yes. The Comprehensive Plan designates the subject site as "Old Town" and recommends smaller, less intense commercial uses, including retail sales and services with limited outdoor display of merchandise and restaurants with al fresco dining and outdoor gathering areas in the Old Town. Any change in zoning of parcels designated "Old Town" should be rezoned to either the City's Planned Residential "PR" or Planned Commercial "PC".

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

No. The site has been occupied and used by similar businesses in the past; however, the building and site show signs of wear and deferred maintenance which makes it less compatible with the surrounding uses. Additionally, the frequency and severity of criminal

activity, allegedly or convicted, creates an element that generally negatively impacts property values and contributes to the lack compatibility with adjacent uses.

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

Yes. The building is small and predates the adjacent structures.

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

Yes. The building is too small to house a business or use capable of generating traffic that would exceed the capacity of the abutting streets.

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

Yes. The use would be housed completely inside the building and no residential zoned property abuts the property. Some ambient noise would be generated in the parking lot; however, noise levels would not be anticipated to create a nuisance.

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

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

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

Yes. The site, building and parking areas are too small to generate a measurable impact on the adjacent properties.

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

No. Although a similar use has been in existence for a reasonable period of time at the subject location, the positive correlation between criminal activity and the use has caused the previous business to cease to exist and the City to generate regulations that prohibit such uses from being 750' from a church, school, non-for profit, or residential area.

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

No. Emmanuel United Church is located just over 500' from the Bait Shop. The City's Zoning Code requires vap shops from being 750' from a church.

According to Article IX, No conditional use permit shall be recommended by the Commission if the written findings of fact do not respond favorably to each of the aforementioned standards or if the proposed conditional use permit does not meet the applicable zoning restrictions identified in Comment #3.

ACTION

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

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

City Clerk

From: uruntonyk@netzero.net
Sent: Tuesday, May 07, 2019 8:35 AM
To: City Clerk; City Administrator
Cc: Mayor Licklider
Subject: Amendment to Comments

Thanks for the opportunity to speak at the Public Hearing last evening regarding the sale of e-Cigarettes at the "Bait Shop".

I would like to send this as an addendum to my concerns expressed at the meeting. After listening to the reps speak from the business, they indicated they had additional retail sites, one less than 20 minutes away. I would like to hear if they have any other locations with such a diverse offering, i.e. bait/tackle and e-cigarettes? If not, why at this location? With its tainted history, I would have thought they'd want to diminish any connection to the old bait shop.

Secondly, they indicated repeatedly they have no affiliation with previous ownership, but their main business sign up on the building currently says "The Bait Shop"

Est. 1985. What exactly are they trying to reference with that?

Again, thanks for the consideration.

Bettie Yahn-Kramer

ST. CHARLES ENGINEERING AND SURVEYING, INC.

Consulting Engineers and Land Surveyors
801 South Fifth Street, Suite 202
St. Charles, MO 63301
(636) 947-0607
FAX 947-2448

May 1, 2019

Mr. Michael Padella
City Administrator
City of Weldon Spring
5401 Independence Road
Weldon Spring, MO 63304

Re: Independence Road Phase 4

Dear Michael:

As requested, this is an estimate of additional hourly review, surveying, and design for the Independence Road Phase 4 project. Most all of this time is related to the construction work by the Independence Road Phase 3 contractor that resulted in a claim of damage at 29 Rodelle Woods Drive.

During the month of January, February, and March of 2019 we have been assisting the City to resolve the Brian Maw claim of contractor damage at 29 Rodelle Woods Drive for the Independence Road Phase 3 project. Our time related to this claim includes review of the Maw's attorney letter, initial site inspection, correspondence with City hired attorney, a site visit with the Construction Engineer, field surveying of the constructed driveways, design of an alternative driveway plan, a site meeting with Brian Maw and his attorney, and a summary of the items discussed with Brian Maw. As I prepare this letter our firm has \$5,410 billable time attempting to assist the City with this claim which includes time in March that has not yet been invoiced. In addition, we estimate an additional \$1,000 of billable time for slight revisions to the driveway plans that were submitted to the attorney and creation of a new Temporary Construction Easement document.

We estimate \$6,410 of billable time for Independence Road Phase 4 that was not in our original design contract which includes the invoices in January, February, March, and April of 2019.

Please contact me if you need additional information.

Sincerely,



Michael N. Meiners, P.E.
City Engineer of Weldon Spring

cc: Mayor Don Licklider

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE REASONABLE REGULATION OF MEDICAL MARIJUANA WITHIN THE CITY OF WELDON SPRING IN ORDER TO PROTECT THE PUBLIC HEALTH SAFETY AND WELFARE, AND MATTERS RELATING THERETO.

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

Section 675.05: That the Board of Aldermen of Missouri Cities of the fourth class, Weldon Spring being such, have the authority to enact ordinances providing for the reasonable regulation of businesses and activities within the City limits in order to protect the public health and safety and maintain the peace, good government and welfare of the City and its trade and commerce as set out in Section 79.450 RSMo.

Section 675.010: This Ordinance shall be known as “The Medical Marijuana Ordinance for the City of Weldon Spring, Missouri.

Section 675.020: The provisions of this Ordinance shall apply within the municipal boundaries of the City of Weldon Spring, Missouri.

Section 675.030 Purpose: It is the purpose of this Ordinance to regulate medical marijuana businesses and related activities to promote the health, safety and general welfare of the citizens of the City of Weldon Spring and to establish reasonable and uniform regulations to prevent the possible deleterious operation, location and concentration of medical marijuana businesses within the City of Weldon Spring. It is not the intent nor effect of this Ordinance to deny access by qualifying patients to medical marijuana as provided by Amendment 2 which is codified as Article XIV, Section 1 of the Missouri Constitution. It is neither the intent nor effect of this Ordinance to condone or legitimize the illicit possession, distribution or delivery of any controlled substance.

Section 675.040 Legislative Findings of Fact.

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

1. Since 1937, Federal law prohibits the cultivation, possession, sale and use of Marijuana without regard to a claimed medical need. See, Marijuana Tax Act of 1937. Pub.L. 75-238, repealed 1970, replaced by Comprehensive Drug Abuse Prevention and Control Act of 1970.

2. On August 23, 2013, the United States Department of Justice issued a memorandum entitled “Guidance for Marijuana Enforcement.” The memorandum established eight guidelines for states regarding federal priorities in determining whether federal enforcement of controlled substance laws should commence against persons involved in specific activities related to marijuana cultivation and distribution. This Ordinance places the highest priority on meeting the memorandum guidelines; particularly guidelines related to protecting the public health and safety, restrictions on the availability of marijuana to minors, and the prevention of the illegal trafficking and profiteering in marijuana.

3. In 2014, the United States Congress enacted the Rohrabacher-Farr Amendment which prohibits the United States Department of Justice from spending funds to interfere with the implementation of state medical marijuana laws.

4. In 1996, through Proposition 215, Medical Marijuana was introduced in California.

5. As of 2018, 29 states and the District of Columbia permit some form of medical marijuana.

6. As of November, 2018, 10 states and the District of Columbia have adopted laws legalizing marijuana for recreational use. See, Governing, (January 2019).

7. In November 2018, the voters of Missouri passed Amendment 2 to the Missouri Constitution legalizing the growing, manufacturing, transportation, and consumption of marijuana for medicinal purposes. Amendment 2 is codified as Article XIV, Section 1 of the Missouri Constitution and provides in Section 1.7(11) that:

Unless allowed by the local government, no new medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility shall be initially sited within one thousand feet of any then-existing elementary or secondary school, child day-care center, or church. No local government shall prohibit medical marijuana cultivation facilities, medical marijuana testing facilities, medical marijuana-infused products manufacturing facilities, or medical marijuana dispensary facilities, or entities with a transportation certification either expressly or through the enactment of ordinances or regulations that make their operation unduly burdensome in the jurisdiction. However, local governments may enact ordinances or regulations not in conflict with this section, or with

regulations enacted pursuant to this section, governing the time, place, and manner of operation of such facilities in the locality. A local government may establish civil penalties for violation of an ordinance or regulations governing the time, place, and manner of operation of a medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana-infused products manufacturing facility, medical marijuana dispensary facility, or entity holding a transportation certification that may operate in such locality.

8. Do Medical Marijuana Centers Behave Like Locally Undesirable Land Use? Implications for the Geography of Health and Environmental Justice, Urban Geography (2013).

9. Medical Marijuana Meets Zoning: Can You Grow, Sell, and Smoke That Here? American Planning Association, Planning & Environmental Law, Vol. 62, No. 8, p.3 (Aug. 2010).

10. Analysis of the medical use of marijuana and its societal implications. J. Am. Pharm. Assoc. (Wash) (Mar-Apr 1998).

11. New Study Highlights the Social Impacts of Cannabis Legalization in California, Forbes, (May 17, 2018).

12. The Health and Social Effects of Nonmedical Cannabis Use, World Health Organization, (2016).

13. The average medicinal marijuana cardholder is a 32 year old white male with no history of chronic illness and a history of substance abuse. See, The Marijuana Experiment, Considerations of Legalization In Illinois, Illinois Association for Behavioral Health (power-point presentation).

14. Local Impacts of Commercial Cannabis, International City/County Management Association, (September 2018).

15. The outright prohibition of medical marijuana businesses is in contravention of Amendment 2; but reasonable time, place and manner regulation of such businesses so as to curtail and prevent pernicious secondary effects is both permissible and desirable. See, Section 7(11) of Amendment 2.

16. When marijuana plants begin to flower and for a period of up to two months or more during the growing season, produce a pungent and strong odor detectable beyond property boundaries and that can adversely impact the peace and enjoyment of persons on nearby properties.

17. The public health, safety, welfare and convenience of the residents of the City require that medical marijuana businesses and their locations be regulated in order to reduce the potential for harm and in order to preserve and protect the quality of life in the residential and business environs of the City.

18. It is the duty and responsibility of the Mayor and Board of Aldermen to protect and preserve the public health, safety and welfare of the City and its residents, the stability of the value and use of property within the City and the character of its neighborhoods and developments.

19. In order to preserve the public peace and good order and to safeguard and promote the health, safety and welfare of the City and its citizens, therefore, it is necessary and advisable to regulate and restrict the location and operation of medical marijuana businesses.

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

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

Section 675.050. Definitions.

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

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

DEPARTMENT: means the state of Missouri Department of Health and Senior Services, or its successor agency.

FACILITY: means a Medical Marijuana Cultivation Facility, Marijuana-Infused Products Manufacturing Facility, Medical Marijuana Testing Facility or Medical Marijuana Dispensary Facility, or any combination thereof, or any business related to the possession, sale, use, cultivation or manufacture of marijuana.

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

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

MARIJUANA: or “Marihuana” means *Cannabis indica*, *Cannabis sativa*, and *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood, within the scientific community to constitute marijuana, as well as, resin extracted from the plant and marijuana-infused products. “Marijuana” or “Marihuana” does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

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

MEDICAL MARIJUANA CULTIVATION FACILITY: means a facility licensed by the Department to acquire, cultivate, process, store, transport, and sell or provide marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility.

MEDICAL MARIJUANA DISPENSARY FACILITY: means a facility licensed by the Department, to acquire, store, sell, transport and deliver marijuana, marijuana-infused products

and drug paraphernalia used to administer marijuana as provided for in this section to a Qualifying Patient, a Primary caregiver, another Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or a Medical Marijuana-Infused Products Manufacturing Facility.

MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY: means a facility licensed by the Department to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

MEDICAL MARIJUANA TESTING FACILITY: means a facility certified by the Department to acquire, test, certify, and transport Marijuana.

PATIENT or QUALIFYING PATIENT: has the meaning provided in Amendment 2 and any other related regulations promulgated by the state of Missouri.

PRIMARY CAREGIVER: has the meaning provided in Amendment 2 and any other related regulations promulgated by the state of Missouri.

B. In addition to the definitions provided in subsection A of this section, the other defined terms in Amendment 2 are incorporated into this ordinance by reference.

ARTICLE II

Location, Building and Signage Regulations

Section 675.100 Limitation and Delivery.

Each Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Dispensary Facility shall be operated from a permanent location. No Facility described in this section shall be permitted to deliver or operate from a movable, mobile or transitory location. No Medical Marijuana Dispensary Facility shall dispense marijuana via drive-thru window or lane.

Section 675.110 Prohibited Locations.

A. No Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Dispensary Facility shall be located in any of the following zoning districts:

Residential or Commercial Districts.

B. No Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Dispensary Facility shall be located at the following locations:

1. within one thousand feet (1,000') of a licensed childcare facility;
2. within one thousand feet (1,000') of any educational institution or school, either public or private;
3. within one thousand feet (1,000') of any public park, public pool or public or private recreational facility;
4. within one thousand feet (1,000') of any halfway house or correctional facility;
5. within one thousand feet (1,000') of any other Non-Affiliated Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Dispensary Facility; or
6. within seven hundred fifty feet (750') of any building or structure that contains a residential unit.

C. The distances described in subsection B of this section shall be computed by direct measurement from the nearest building line of the land not used for the above purposes to the nearest portion of the building housing the Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Dispensary using a straight line.

D. It shall be unlawful for any person to use a residential property to sell, distribute, transmit, give, dispense or otherwise provide medical marijuana as a home occupation.

E. No Facility or the activities within the Facility shall emit an odor or in any way cause a nuisance as set forth in this code.

Section 675.210 Sign Requirements.

All signage for a Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Dispensary Facility shall comply with the requirements of this code. Signage is to be discrete and not obtrusive or distracting and be in compliance with the City's sign ordinance.

Section 675.310 Required Warning to be Posted.

There shall be posted in a conspicuous location in each Facility a legible sign containing the following warnings:

- A. A warning that diversion of marijuana for nonmedical purposes is a violation of state law;
- B. a warning that the use of medical marijuana may impair a person's ability to drive a motor vehicle or operate machinery, and that it is illegal under state law to drive a motor vehicle while under the influence of or impaired by marijuana;
- C. a warning that loitering in or around a Facility is prohibited;
- D. a warning that possession and distribution of marijuana is a violation of federal law;
- E. a warning that no one under eighteen (18) years of age is permitted within the Facility; and
- F. a warning that no guns are allowed on premises except for law enforcement.

ARTICLE III

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

Section 675.200 There shall be no more than one of any of the following facilities: either a Medical Marijuana Dispensary Facility or Testing Facility or an Infused Products Manufacturing Facility, or any combination of the above; and such facility shall have no more than 2,000 square feet of floor plan and be a one story building. A Cultivation Facility shall have no more than 30,000 square feet and be one story structure.

Section 675.210 Hours of Operation.

A Medical Marijuana Dispensary Facility may open no earlier than nine o'clock (9:00) A.M. and shall close no later than seven o'clock (7:00) P.M. the same day. A Medical Marijuana Dispensary Facility may be open seven (7) days a week.

Section 675.220 Separation of Dispensing Area from Waiting Area.

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

Section 675.230 Display of Marijuana

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

Section 675.240 Sale of Alcohol Prohibited.

The sale or consumption of alcohol within a Facility is prohibited.

Section 675.250 Age Restrictions.

No person under the age of eighteen (18) years shall be allowed in any portion of a Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Dispensary Facility, except that a qualifying patient who is under the age of eighteen years who has been emancipated by a court order and a qualifying patient under the age of eighteen years when accompanied by the qualifying patient's parent or guardian. The entrance to a Facility shall be clearly and legibly posted with notice indicating that persons under the age of eighteen (18) are precluded from entering the premises.

Section 675.260 Requirement to Display Identification Card; Failure to Exhibit Identification Card; Possession or Production of Fraudulent Identification Card.

- A. A Medical Marijuana Dispensary shall require every qualifying patient or primary caregiver to display the medical marijuana identification card or other proof of eligibility of purchase to enter the Medical Marijuana Dispensary and at the time of each purchase.
- B. It shall be unlawful for a qualifying patient or primary caregiver when in the possession of marijuana to fail to exhibit on the demand of any peace officer a medical marijuana identification card.
- C. It shall be unlawful for any person to possess, produce, manufacture, sell, or otherwise distribute a fraudulent document, photocopy, or image displayed on a mobile electronic device intended to serve as a medical marijuana identification card.
- D. Background check for all employees. No drug related convicted employees allowed. No positive drug tested employees allowed. Medical marijuana sales only with a physician's certification from a licensed physician and filled at a licensed Medical Marijuana Distribution Facility (MMDF).

ARTICLE IV

Packaging and Limitations on Quantity Dispensed

Section 675.300 Packaging and Limitations on Quantity Dispensed.

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

ARTICLE V

On Site Consumption or Cultivation, Sale of Paraphernalia; Disposal

Section 675.400 On Site or Public Consumption.

It shall be unlawful to consume, inhale or personally use marijuana or medical marijuana-infused products on or within the premises of a Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility, Medical Marijuana Dispensary Facility, or in a public place, except that a Medical Marijuana Testing Facility may consume marijuana during the testing process and only as the consumption relates to the testing process. A surveillance camera shall be operable at all times to insure compliance with this and other requirements of this Ordinance.

Section 675.410 On Site Cultivation.

The growing or cultivation of marijuana on the premises of a Medical Marijuana Dispensary Facility is prohibited.

Section 675.420 Sale of Paraphernalia.

Paraphernalia as defined in section 195.010(17) (1)a through (1)f, excluding (1) of the Revised Statutes of Missouri, as may be amended, may lawfully be sold at a Medical Marijuana Dispensary Facility. Such items may not be publicly displayed and may be sold, displayed and provided only to patients or primary caregivers of patients.

Section 675.430 Disposal of Marijuana and Marijuana Infused Products.

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

ARTICLE VI

Security

A. A Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Dispensary Facility shall provide adequate security on the premises including but not limited to the following:

1. Surveillance. Security surveillance cameras installed to monitor each entrance to the Facility along with the interior and exterior of the premises to discourage and to facilitate the reporting and investigation of criminal acts and nuisance activities occurring at the premises. Security video shall be preserved for at least ninety (90) days, and be made available to law enforcement officers upon demand and without a search warrant.

2. Inventory. All salable inventory of marijuana must be kept and stored in a secured, locked manner.

3. Safe. A locking safe or secure vault permanently affixed or built into the premises to store any currency on site. Marijuana, including plants, and marijuana-infused products shall be secured in a safe or vault permanently affixed or built into the premises. The building will be designed to prevent vehicle crash and grab thefts.

4. Lighting. Exterior lighting that illuminates the exterior walls of the Facility premises but is otherwise discrete and not obtrusive or distracting.

5. Alarm System. Professionally monitored robbery alarm and burglary alarm systems shall be installed and maintained in good working condition within the Facility at all times.

6. Emergency Contact. Each Facility shall provide the chief of police with the name, cellular telephone number, electronic mail address, and facsimile number of an on-site Facility employee to whom the City may provide notice of any operating problems associated with the Facility. It shall be the responsibility of the Licensee to keep up to date the contact information of the Facility employee.

7. Access. Only an employee, qualified patient or primary caregiver shall be permitted in a Medical Marijuana Dispensary Facility.

ARTICLE VII

Recordkeeping

Section 675.600 Ledger Required.

A. A Medical Marijuana Dispensary Facility shall keep a ledger, for three (3) years from the creation of the record, which shall record the following information, and which shall be made available to the city upon demand:

1. The quantities of medical marijuana dispensed in each transaction;
2. The type of medical marijuana dispensed;
3. The total amount paid by the patient or primary caregiver for the transaction for each of the goods and services provided, before relevant taxes;
4. The patient identifying information permitted by law;
5. Confirmation that the employee confirmed the identity of the patient or primary caregiver receiving the medical marijuana with a valid state issued identification; and
6. The date and time dispensed.

ARTICLE VIII

Operating Plans

Section 675.700 Operating Plans.

A. As a condition of processing of a business license application, a Facility operator shall provide at the time of filing of the business license application a detailed operations plan and, upon issuance of a license, shall operate the Facility in accordance with the plan. Such plan shall include:

1. **Floor Plan.** A plan showing the layout of the Facility and the principal uses of the floor area depicted. A Medical Marijuana Dispensary Facility shall have a lobby waiting area at the entrance to the center to receive clients, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated primary caregivers. The primary entrance of any stand-alone facility shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways.

2. **Storage.** A Facility shall provide a storage plan in compliance with section 675.600 of this ordinance.

3. **Security Plan.** A Facility shall provide a security plan in compliance with section 675.600 of this ordinance.

4. **Lighting Plan.** A Facility shall provide a lighting plan in accordance with this code. Such plan shall also include any illumination for the purposes of cultivation and any mitigation controls to lessen adverse impacts to the surrounding properties.

5. **Odor Controls.** A Facility shall provide a plan for the mitigation and control of odors and other environmental impacts which may emanate from a Facility. Such plan shall

describe the ventilation system for the premises. Appropriate ventilation systems to prevent any odor or marijuana of fumes leaving the premises of a Facility or other changes to a Facility may be required to abate a public nuisance. No Facility shall emit any odor of marijuana which is capable of being smelled by a person of ordinary senses outside the boundary of the lot on which the Facility is located.

6. Product and Service Description. A description of the products and services to be provided by the Facility.

7. Employee List. A list of all employees of the Facility.

ARTICLE IX

Licenses, Fees and Taxes

Section 675.800 Business License Required; Penalty for Noncompliance.

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

Section 675.810 Fees and Taxes.

At all times, a Facility Licensee shall remain current and not delinquent on any real or personal property tax, sales tax or fee.

Section 675.820 Sales Taxes.

Each Medical Marijuana Dispensary Facility shall pay sales tax on all medical marijuana, and other tangible personal property sold at the Facility.

ARTICLE X

Administration, Enforcement, Violations and Penalties

Section 675.900 Administration and Enforcement.

The City's law enforcement officer shall be responsible for administering and enforcement of this Ordinance. The law enforcement officer is authorized to inspect any Facility to determine compliance with this Ordinance.

Section 675.910 Penalty; Revocation of Business License.

A. It shall be unlawful for any person to violate any of the provisions of this Ordinance. Upon conviction thereof, such persona shall be fined up to the statutory maximum fine as provided by Missouri law for a municipal ordinance violation (\$500.00) or be punished by imprisonment (90 days) as provided by Missouri law for a municipal ordinance violation or be punished by both such fine and imprisonment. Each day's violation of or failure, refusal or neglect to comply with any provision of this Ordinance shall constitute a separate and distinct offense. The penalties provided in this Section are cumulative and in addition to and are separate from any civil action to enforce this Ordinance.

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

Section 675.920 Injunction.

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

Section 675.930 Conflicting Law.

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

Section 675.940 No Waiver Of Governmental Immunity.

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

Section 675.950 No City Liability.

By accepting a business license, the Facility Licensee releases the City, its officers, elected officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that may result from any arrest or prosecution of Facility owners, operator, employees, clients or customers for a violation of city, state or federal laws, rules or regulations. The City Clerk may require a Facility Licensee to execute a written instrument confirming the provisions of this Ordinance.

Section 675.960 Indemnification of City.

By accepting a business license, a Facility Licensee, jointly and severally, if more than one, agrees to indemnify and defend the city, its officers, elected officials, employees, attorneys, agents, and insurers against all liability, claims and demands, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever which arise out of or are in any manner connected with the operation of a Facility that is the subject of Amendment 2. The Facility Licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its own expenses, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The City Clerk may require a licensee to execute a written instrument confirming the provisions of this Ordinance.

Section 675.970 Other Laws Remain Applicable.

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

Section 675.980 Severability. It is hereby declared to be the intention of the Board of Aldermen that the sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Board of Aldermen without the incorporation in this chapter of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 675.990 That this Ordinance shall be in full force and effect upon its enactment and approval. The vote upon the aforesaid bill, being deemed an emergency by the Board of Aldermen, the Board does hereby waive and dispense with the tabling procedure as set forth in Ordinance _____ and does hereby authorize the reading of the above bill at a regular or special meeting and a vote thereon immediately following said reading.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF WELDON SPRING, MISSOURI. THIS _____ DAY OF _____, 2019 AT A REGULARLY SCHEDULED BOARD MEETING.

Attest:

CITY CLERK

MAYOR

APPROVED BY THE MAYOR OF THE CITY OF WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 2019.

Attest:

CITY CLERK

MAYOR



CITY OF WELDON SPRING

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

STAFF REPORT

To: Board of Aldermen

Date: 05/06/2019

From: City of Weldon Spring Staff

Subject: 820 O'Fallon Road – New Manufacturing Building

Cc: Mayor Don Licklider, City Administrator Michael Padella, City Clerk, Bill Hanks, Plan Commissioner Steve Lauer, City Engineer Mike Meiners & City Attorney Bob Wohler

Staff has reviewed a Site Plan application submitted by "Heideman Associates Inc" for development proposed at 820 O'Fallon Road and presents the following report for your review and consideration.

BACKGROUND:

The Site is located to the east side of O'Fallon Road just past the new Quick Trip, El Ranchero, and the strip center with Central Bank and Hog's Haus Sports Bar & Grill. Messiah Lutheran School and Francis Howell Middle School is just west of the site. Located north of the site is Huber Park Court and just across Huber Park Court, outside the City limits is Wellington Farms Subdivision. The subject site is currently vacant. There was a concrete plant (formally owned by Purler Excavating, Inc.) that was operating on-site several years ago. A few remnants from the concrete plant remain such as some old fencing, gates and a concrete retaining wall. No structures are currently located on the site. The proposed building is being constructed under the direction of and will be occupied by Clarifier Manufacturing when completed. Clarifier intends to manufacture parts used to assemble water purification systems at the subject site.

PROJECT SUMMARY

Area: 3.72 acres

Proposed Use: Manufacturing fully contained in the proposed 22,500 SF, 34' tall building.

Existing Zoning: "LI" Light Industrial.

Adjacent Zoning:

North:	20' wide street (Huber Park Court) & Wellington Farms Residential
South:	"GC" General Commercial
East:	"LI" Light Industrial
West:	"GC" General Commercial

STAFF COMMENTS & RECOMMENDATIONS:

The following staff comments were provided to the petitioner and addressed in advance of tonight's meeting.

1. As requested by Staff 45 parking stalls have been provided in accordance with Article VIII Section 405.295 to serve the proposed manufacturing use which requires one (1) stall per 500 square feet of GFA (gross floor area)..
2. As required by Section 405.250 of the City Zoning Code, a detailed landscape plan was provided depicting the location and description of the types of trees and bushes proposed. The landscape plan also addresses the following additional staff recommendations:
 - a) Landscaping has been provided around the new proposed electric transformer and all new electric service lines shall be located underground.
 - b) A detail was added to the Plan stating that landscaping and replacement trees shall be a minimum 2.5-inch caliper and minimum 6 feet tall.
 - c) The proposed street trees that were located within the 30' sight distance triangle or within the easement owned by Cuivre River along O'Fallon Rd were relocated.
 - d) This site was illegally cleared/graded prior to any City permitting, so the existing tree mass removed were estimated from aerial photos. An additional 6 new replacement trees were provided along the southern lot line as requested by Staff.
3. The location or any existing fencing to be removed and the location of new fencing have been noted on the Plan. A detail of the proposed fencing depicting the dimensions and type of fencing material has been provided on Sheet C-2.
4. A lighting plan was provided demonstrating compliance with the City's Lighting Ordinance.
5. Staff advised the petitioner that the Architectural Review Commission shall review the project prior to any final approvals and that according to the provisions of Article XI Section 400.430.D:

Front facade. A minimum of sixty percent (60%) of the non-glass surface of the front facade of every industrial and major recreational building shall be comprised of brick, stucco or stone masonry unless alternative material is approved by the Architectural Review Commission based on the design of the building...
6. All drive isles, parking pads and paved areas have 6-inch curbing in accordance with Section 405.243.A as shown on the pavement detail on Sheet C-2.
7. An easement dedicated to the City of Weldon Spring and new 10' wide sidewalk, constructed per ADA requirements, along O'Fallon Road has been added to the Plans as recommended by Staff.
8. A wooden, sight proof trash enclose is provided around the proposed dumpster location, as recommended by Staff and required by Code.

9. A twenty-five (25) foot landscaped buffer yard has been added to the Landscape Plan (Sheet C-3) between the proposed building and the residentially zoned property to the north as recommended by Staff.
10. Detailed sediment control measures proposed for the site was provided on Sheet D2, as requested by Staff.
11. In the City's Review Comments dated December 11, 2018 Staff advised the petitioner that after any site plan is approved by the Board of Aldermen, the applicant shall submit detailed construction plans to the City Engineer for review and approval. These construction plans shall be reviewed to determine compliance with the approved site plan, all other applicable City ordinances and all other City standards. No land use permit shall be issued until the City Engineer has approved the construction plans.

ACTION

On May 6, 2019 the Planning Commission reviewed the Site Plan Application. Following its deliberation, the Planning Commission passed a motion 4-0, with one member abstaining, to approve the Site Plan Application **with the condition that fencing is provided along the top of the existing retaining wall.**

In accordance with the Planning Commission's Motion, Staff recommends the Site Plan is approved with the condition a four (4) foot chain link fence is installed on top of the existing retaining wall and landscaping is provided in front of the fence, facing the new sidewalk to the west.

As per Section 405.235D, upon receipt of the Planning Commission's recommendation, the Board of Aldermen shall approve, deny or approve the major site plan with conditions. If the Board of Aldermen approves the major site plan, final approval and any conditions or waivers shall be addressed in the ordinance authorizing the approval of the major site plan.

City Clerk

From: todd streiler <todd.streiler@gmail.com>
Sent: Tuesday, May 07, 2019 12:15 PM
To: City Administrator, City Clerk
Subject: Re: Clarifier Site Plan Staff Report
Attachments: 190507 Revised 820 O_Fallon Rd_Revised Site Plan.pdf

Here is the revised Site Plan showing the fencing.

However, the owner does not want to show/provide landscaping until they know they are required to as per the Board.

Please let me know if you have any questions.

Todd

On Tue, May 7, 2019 at 11:46 AM todd streiler <todd.streiler@gmail.com> wrote:

Good Morning,

As we discussed after the meeting, I prepared a Staff Report to be included in the packets for the Board meeting on May 14th. See attachment.

I also spoke with the project engineer about the Planning Commission "condition" of approval and discovered that fencing was intended to be provided on top of the retaining wall, but was inadvertently left off on the latest set of plans.

I asked that they update the plans to show fencing along the top of the wall, as well as include landscaping along the fence. They are going to provide 11 X 17 inserts of the revised plan this week to be included in the Board Packets.

If you need anything else, please let me know.

Todd

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Todd M. Streiler, AICP, LEED AP
STREILER PLANNING, LLC
todd.streiler@gmail.com
314.322.4221

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Todd M. Streiler, AICP, LEED AP
STREILER PLANNING, LLC
todd.streiler@gmail.com
314.322.4221

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ST CHARLES COUNTY IN REGARD TO BUILDING PERMITTING, PRIVATE SEWAGE DISPOSAL/SEPTIC, BLASTING, CODE ENFORCEMENT AND PROPERTY MAINTENANCE, AND BUILDING DAMAGE ASSESSMENT MATTERS RELATING TO THE RESPONSIBILITY OF THE PARTIES THERETO

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

SECTION 1: That Missouri cities of the Fourth Class, Weldon Spring being such, have the authority to enter into agreements with other political subdivisions, St. Charles County being such in order to provide services for the public health safety, and welfare, pursuant to the provision of Sections 70.220 RSMo.

SECTION 2: That the Mayor of Weldon Spring, MO. is hereby authorized to execute an agreement with St. Charles County for building permitting, private sewage disposal/septic, blasting, code enforcement and property maintenance, and building damage assessment, a copy of said agreement being attached hereto as Exhibit A and is incorporated by reference herein.

SECTION 3: That this ordinance shall be in full force and effect upon its enactment and approval

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 201__.

Presiding Officer/Mayor

Attest:

William C. Hanks, City Clerk

APPROVED BY THE MAYOR OF THE CITY OF WELDON SPRING THIS
____ DAY OF _____, 2019.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

**AGREEMENT BETWEEN ST. CHARLES COUNTY AND
THE CITY OF _____, MISSOURI, A MUNICIPALITY,
TO ENFORCE VARIOUS CODES ADOPTED BY THE MUNICIPALITY**

This Agreement made by and between ST. CHARLES COUNTY, MISSOURI, (hereinafter "County") and the CITY OF _____, MISSOURI, a municipal corporation, (hereinafter "Municipality"), each also referred to individually as "Party" and both collectively referred to as "Parties", pursuant to Section 70.220 RSMo., and authorized by Ordinance _____ to provide administration and enforcement of various building and property maintenance codes adopted by the municipality by ordinance (hereinafter, "Agreement"), is subject to the following terms and conditions:

ARTICLE I - GENERAL TERMS

- A. Supersession: This Agreement supersedes all other agreements, if any, between the County and the Municipality entered into prior to the date of this Agreement regarding the same subject matter as this Agreement (hereinafter, collectively "Prior Agreements"). The Prior Agreements between the County and the Municipality shall terminate upon execution of this Agreement.
- B. Municipality's Responsibilities. The Municipality agrees to:
1. Receive the services selected from the list of services shown in EXHIBIT I, attached hereto and made part of this Agreement.
 2. Adopt by ordinance all the code sections enacted by St. Charles County, Missouri, Ordinances of St. Charles County, Missouri ("OSCCMo") corresponding to the selected services, all listed in EXHIBIT I, attached hereto and made part of this Agreement (hereinafter, "Listed Codes"). The services to be provided by the County shall include, without limitations, enforcement of the County's licensure requirements for all professionals performing any of the services subject to the Listed Codes.
 3. Adopt by ordinance any and all amendments to the Listed Codes enacted by the County (hereinafter "Amendments") within 60 days of receipt of the County's written notification that it has enacted said Amendments. Failure to adopt said Amendments shall be construed as a breach of this Agreement by the Municipality.
 4. Certify a copy of the above-described ordinances adopting Listed Codes and Amendments and send them to:
 - a. County Registrar at 201 N. Second Street, St. Charles, Missouri 63301; and
 - b. County's Department of Community Development, Building and Code Enforcement Division at 201 N. Second Street, St. Charles, MO 63301.

5. Forward to the County's department of Community Development for handling any and all complaints received from residents of the Municipality concerning violations of the Listed Codes and Amendments; and
6. Make available any Municipality staff which are deemed, in the sole discretion of the County, to be necessary to assist the County in its code enforcement task under this Agreement, including provide testimony and any other assistance to the prosecution of the code enforcement violations.

C. County's Responsibilities. The County agrees to:

1. Be responsible, through the Division of Building and Code Enforcement of the County's Department of Community Development, for the administration and enforcement of the Listed Codes and Amendments, as well as other special services listed in **EXHIBIT I**, if selected, and all associated functions for, and on behalf of, the Municipality; and
2. Provide the Municipality with written notice of any Amendments the County enacts after the execution of this Agreement, and for as long as the Agreement is in force and effect, within 30 days of the effective date of the specific Amendment; and
3. Prosecute, through the Office of the County Counselor and in the County Municipal Court, all violations of the Listed Codes and Amendments; and
4. Perform, through the County Municipal Court, such duties as required to hear and determine those violations; and
5. Provide the Municipality with the capability to obtain violation status updates through access to the County's web-based permitting and application system.

D. Notices: Any notice required to be given in writing by either Party to the other shall be (i) delivered in person, (ii) sent by reputable express courier or delivery service, (iii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iv) sent by facsimile machine or electronic mail followed by delivery by any of the above methods, addressed as follows:

Notice to County should be sent to:
County Counselor Office
100 N. Third Street
St. Charles, MO 63301
Fax: 6369497541
E-mail: ARoark@sccmo.org

Notice to Municipality should be sent to:

Name, Title
Municipality
Address
Address
Fax:
E-mail:

The notice address may be changed by any Party by giving notice to the other Party under this provision. Notices shall be deemed delivered (a) on the date hand delivery is made, (b) on the next business day following the date that the notice is deposited with an overnight delivery service, (c) on the date that is two (2) calendar days after the notice is deposited in the United States mail by registered or certified mail, or (d) on the date transmission is made by facsimile machine or electronic mail.

ARTICLE II – LIABILITY

- A. Indemnification by Municipality: To the extent allowed or permitted by law, the Municipality shall indemnify, defend and hold harmless the County, its council members, executive, officers, employees, and agents, from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, and including payment under any workmen's compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Municipality, its officers, employees, agents, or servants in performing its obligations under this contract.
- B. Indemnification by County: To the extent allowed or permitted by law, the County shall indemnify, defend and hold harmless the Municipality, its officers, employees, agents, or servants from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of the County, its employees, agents, or servants in performing its obligations under this contract.
- C. Breach: Any of the following events will constitute a breach of this Agreement:
1. The failure by Municipality to pay, when due and payable, any fee, expense or other payment as provided for in this Agreement.
 2. The failure of either Party to perform any other term, condition or covenant of this Agreement which failure has not been corrected within 15 days of the date of written notice of such nonperformance given to it by the other Party.
 3. All instances specifically stated elsewhere in the Agreement to construe a breach of this Agreement.

- D. **Remedies:** The Parties agree to the following remedies in the event of any breach, which shall be cumulative and not exclusive:
1. In the event of breach by the Municipality, the County may terminate the Agreement by giving the Municipality written notice no later than 30 days prior to the termination effective date stated in the written notice of termination, and keep the entire amount of the annual payments already made to the County by the Municipality under this Agreement. The County shall continue to perform all functions of the code enforcement services it deems necessary to close out all pending projects.
 2. In the event of breach by the County, the Municipality may terminate the Agreement by giving the County written notice of termination no later than 30 days prior to the termination effective date stated in the written notice of termination, and the County shall reimburse the Municipality a prorated amount of the annual fee prepaid to the County by the Municipality corresponding to the months remaining from date of termination through the end of the contract period, or any subsequent annual renewal.
- E. **No Waiver:** In no event shall the continued performance of Services under this Agreement by either Party after the occurrence of any event of breach by the other Party, be construed as a waiver of damages for such breach or as a modification of this Agreement. The waiver of one breach under this Agreement by either Party shall not constitute a waiver of subsequent breaches.

ARTICLE III- LIMITATIONS

- A. **Assignment Prohibited:** Either Party shall not assign, transfer or delegate any interest in this Agreement to anyone. Any attempted assignment shall be void and of no force and effect.
- B. **Sole Beneficiary:** This Agreement is made for the sole benefit of the Parties hereto and is to be exercised solely by the Parties, subject to, and in conformance with, the rules and regulations St. Charles County has now in force or may hereinafter adopt related to the County's provision of the services under this Agreement to the Municipality. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the County and the Municipality.
- C. **Compliance with Applicable Law:** The Municipality shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or which may hereinafter be put into force to ensure it is in full compliance with the provisions of this Agreement for the entire duration of this Agreement. Any ordinance, rule, regulation or requirement the Municipality has now in place or may hereinafter adopt that would be inconsistent or conflict with the terms of this Agreement or with any of the Listed Codes and Amendments, shall be construed a breach of this Agreement by Municipality.

- D. 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 Municipality and the County.

ARTICLE IV- COMPENSATION

In consideration of the County meeting the obligations of this contract, the Municipality agrees that pursuant to St. Charles County Charter Article X, Section 10.502, the County may collect the following fees and assess the following charges to recover the County's expenses for the services rendered pursuant to this Agreement:

A. Fees to be paid by the Municipality:

1. Code Enforcement and Property Maintenance: The Municipality shall pay an annual fee of one dollar (\$1) for each resident of the Municipality according to the latest decennial census, commencing on January 1, 2020. Such fee shall be payable to St. Charles County within 30 days of the invoice sent to the Municipality by the County, and annually therefrom, for as long as this Agreement is in force and not otherwise terminated; and
2. Building Damage Assessment: The Municipality shall pay ten dollars (\$10) per Initial Assessment inspection and ninety dollars (\$90) per Detailed Assessment inspection, per building damage occurrence.

B. Fees to be paid by Persons:

1. Permit Applications: Permit applicants shall pay all standard permit application fees payable by applicants for permits under the Listed Codes and Amendments, all in the amounts corresponding to the respective services as set forth in Chapter 505, and in Section 635.150, OSCCMo., as amended in the County's sole discretion from time to time and without notice, in force and effect at the time the respective services are rendered.
2. Other Fees: Persons shall pay all standard fees for specific services, such as property abatement, as outlined in the respective sections of the OSCCMo., as amended in the County's sole discretion from time to time and without notice, in force and effect at the time the respective services are rendered.

- C. All court costs to the extent that such costs are distributable to the Municipality or Persons by law.

ARTICLE V-CONTRACT TERM / TERMINATION

- A. Original Contract Period / Automatic Renewals: The original contract period shall commence on the date this Agreement is executed and shall terminate on December 31,

2019. The Agreement will automatically renew every year thereafter, unless terminated by either Party pursuant to this Agreement.

- B. Termination by Notice: This agreement may be terminated by either Party hereto at any time by giving the other Party written notice of termination no later than sixty (60) days before the termination effective date, stated in the notice of termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

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

MUNICIPALITY

ST. CHARLES COUNTY, MISSOURI

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

ATTEST:

ATTEST:

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Director of Finance

Date

EXHIBIT I

The Services to be provided by St. Charles County to the Municipality pursuant to the Agreement to Enforce Various Codes, to which this **Exhibit I** is attached and made part of, are those corresponding to the INITIALS box that is populated by the Municipality's authorized representative's initials. If the INITIALS box is left blank or marked in any way other than by municipality's authorized representative's initials, the corresponding services shall not be deemed selected.

The fees the County collects from permit applicants for the various code enforcement activities are codified and published in the referenced section, Chapter 505, and in Section 635.150 of the Ordinances of St. Charles County, Missouri (OSCCMo). Chapter 505 OSCCMo and Section 635.150 OSCCMo are subject to amendments by the County without notice.

SERVICES TO BE PROVIDED	FEES	REFERENCED SECTIONS	INITIALS
<p>Building Permitting (Only When Population < 6,000)</p> <p>All aspects of building permitting, review and inspections services for all building types, including burning and other fire prevention-related activities.</p>	<p style="text-align: center;"><u>Payable by Municipality:</u></p> <p style="text-align: center;">NONE</p>	<p style="text-align: center;">OSCCMo 500.100, 500.150, 500.200, 500.220, 500.240, 500.260, 500.280, 500.300, 500.310, 500.320, 500.400, 500.420, and 500.600</p>	
	<p style="text-align: center;"><u>Payable by Persons:</u></p> <p style="text-align: center;"><i>If/As Applicable and Provided in Chapter 505 OSCCMo. and the Referenced Sections</i></p>		
<p>Private Sewage Disposal / Septic</p> <p>All aspects of building permitting, review and inspections services related to the maintenance, installation, and reconfiguration of private sewage disposal systems (septic).</p>	<p style="text-align: center;"><u>Payable by Municipality:</u></p> <p style="text-align: center;">NONE</p>	<p style="text-align: center;">OSCCMo 500.300</p>	
	<p style="text-align: center;"><u>Payable by Persons:</u></p> <p style="text-align: center;"><i>If/As Applicable and Provided in Chapter 505 OSCCMo and the Referenced Section</i></p>		

<p>Blasting</p> <p>Permit the storage and use of explosives, including the random recording of ground movement and air blast during shots.</p>	<p><u>Payable by Municipality:</u></p> <p>NONE</p>	<p>OSCCMo 635.030, 635.050, 635.060, 635.070, 635.080, 635.090, 635.100, 635.110, 635.120, and 635.130</p>	
<p>Code Enforcement and Property Maintenance (Only When Population < 6,000)</p> <p>Investigate complaints and enforce codes related to the maintenance of property including the prosecution of violators, hold hearings related to these activities, and the abatement of nuisances.</p>	<p><u>Payable by Municipality:</u></p> <p><i>One (1) Dollar per resident as recorded on the last decennial federal census</i></p>	<p>OSCCMo 500.500, 500.510, 500.520, 500.530, 500.540, and 500.550</p>	
<p>Building Damage Assessment (Only When Population < 6,000)</p> <p>Perform after flood events, wind events, seismic events, or similar disasters as required for application and reporting to federal programs, such as the National Flood Insurance Program; perform Initial Assessment to identify property affected by the disaster, determine if the property is safe to occupy, and provide an estimated loss value of the structure; perform Detailed Assessments to provide a comprehensive list of repairs required for the structure to be repaired; prepare related reports, and provide data to municipality.</p>	<p><u>Payable by Municipality:</u></p> <p><i>Ten (10) dollars per Initial Assessment inspection and Ninety (90) dollars per Detailed Assessment inspection.</i></p>	<p>St. Charles County Emergency Management Plan – Emergency Support Function 17 (Building Damage Assessment)</p>	
	<p><u>Payable by Persons:</u></p> <p><i>Not Applicable</i></p>		

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WELDON SPRING, MISSOURI
PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF CERTAIN
CODES IN ORDER TO PROVIDE FOR THE PUBLIC SAFETY AND WELFARE
AND MATTERS RELATING THERETO.**

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

SECTION 1: That Missouri cities of the Fourth Class, Weldon Spring being such, have the authority to enact ordinances, regulations and codes in order to protect the public health, safety, and welfare, pursuant to the provision of Sections 79.450 and 89.040 RSMo. et seq.

SECTION 2: That the Board of Aldermen of the City of Weldon Spring hereby adopt the following codes and amendment thereto:

- a. The Fuel Gas Code of St, Charles County, Section 500.240, OSCCMo, as currently adopted, or replaced hereafter, and
- b. The Private Sewage Disposal Code of St, Charles County, Section 500.310, OSCCMo, as currently adopted, or replaced hereafter, and
- c. The Energy Conservation Code of St, Charles County, Section 500.320, OSCCMo, as currently adopted, or replaced hereafter, and
- d. The Swimming Pool and Spa Code of St, Charles County, Section 500.420, OSCCMo, as currently adopted, or replaced hereafter, and
- e. The Mobile & Manufacture Home Code of St, Charles County, Section 500.600, OSCCMo, as currently adopted, or replaced hereafter, and
- f. The Property Maintenance Code of St. Charles County, Sections 500.510, 500.520, 500.530, 500.540, and 500.550, OSCCMo, as currently adopted, or replaced hereafter, and
- g. The Explosive Code of St. Charles County, Sections 635.030, 635.050, 635.060. 635.070. 635.080, 635.090, 635.100, 635.110, 635.120, and 635.130, OSCCMo, as currently adopted, or replaced hereafter, and

Section 3. That this ordinance shall be in full force and effect upon its enactment and approval.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WELDON SPRING, MISSOURI, THIS _____ DAY OF _____, 201__.*

Presiding Officer/Mayor

Attest:

William C. Hanks, City Clerk

APPROVED BY THE MAYOR OF THE CITY OF WELDON SPRING THIS
____ DAY OF _____, 2019.

Donald D. Lickliger, Mayor

Attest:

William C. Hanks, City Clerk

**AN ORDINANCE PROVIDING FOR THE SOLICITATION OF PRIVATE RESIDENCES
WITHIN THE CITY LIMITS OF WELDON SPRING, MISSOURI, DECLARING
UNINVITED SOLICITATION TO BE A NUISANCE UNLESS PROPER LICENSE HAS
BEEN OBTAINED, CANCELLATION OF SUCH LICENSES UPON COMPLAINTS OR
ORDINANCE VIOLATIONS, PROVIDING PENALTIES FOR VIOLATORS AND
MATTERS RELATED THERETO**

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

Section 1: That Missouri cities of the fourth class, Weldon Spring being such, have the authority pursuant to Section 71.780 R.S. Mo., to regulate and suppress all nuisances which are, or may be injurious to the health and welfare of the residents of the City.

Section 2: That the Board of Aldermen of the City of Weldon Spring believe that the uninvited solicitation of private residences within the City constitutes a public nuisance, which if not closely regulated, would be injurious to the public health and welfare of the residents of the City.

Section 3: The fee provisions of this ordinance shall not apply to not-for-profit solicitors upon presentation of proof of not-for-profit status, however; they must register with the City Clerk and obtain a license.

Section 4: That it shall be unlawful for any person to go upon private residences in the City of Weldon Spring, or door to door, in order to sell any type of merchandise or to seek donations therefrom, without having first obtained a Solicitor's License from the City Clerk. The license and a separate means of identification with a photograph must be carried at all times when soliciting, and displayed upon request.

Section 5: The Solicitor's License Fee shall be \$10.00 (ten dollars) per application.
The duration of each license shall be a maximum of 30 days.

Section 6: An applicant for a solicitor's license shall provide the following to the City:

- (a) The name of the applicant
- (b) The permanent home address and telephone number and full local address and telephone number of the applicant.
- (c) A brief description of the nature of the business and the goods and items solicited and a copy of any sales flyers or literature.
- (d) The name, address and phone number of the employer, organization or company represented.
- (e) The place the goods, wares or merchandise will be sold.
- (f) Missouri sales tax number or a letter from the Department of Revenue stating registration with the Department of Revenue is not required.
- (g) Apply at least 24 hours prior to issuance of the license.
- (h) Complete the necessary records check with the Law Enforcement Chairman.
- (i) Such other information as the City may require.

Section 7: That the Law Enforcement Chairman of the City of Weldon Spring is hereby directed to abate and suppress any solicitors who become a nuisance due to complaints being made by citizens or violations of this or other ordinances observed by the City of Weldon Spring or the St. Charles County Sheriff's department . In such cases the Solicitor's License and the privilege of soliciting is subject to immediate cancellation by the Law Enforcement Chairman.

Section 8: The following acts and practices are hereby declared unlawful as applied to the planning, conduct or execution of any solicitation by the solicitor.

- (a) Operating in violation of, or failing to comply with, any of the requirements of this ordinance.
- (b) Utilizing any unfair or deceptive acts or practices.
- (c) Misrepresenting or misleading anyone in any manner, to believe that any other person sponsors, endorses, or approves such solicitations when such other person has not given consent in writing to the use of his, her or its name for these purposes.
- (d) Utilizing or exploiting the fact of registration or licensing in any manner constitutes an endorsement or approval by the City.
- (e) Soliciting door to door between the hours of sunset to sunrise.


Section 9: That any person found to be in violation of any provision of this ordinance shall be subject to arrest by the St. Charles County Sheriff's Department, and upon conviction, fined up to Five Hundred Dollars (\$500.00), or to imprisonment for up to ninety (90) days in the St. Charles County Jail, or to both such fine and imprisonment. Each day of such violation shall constitute a separate offense.

Section 10: This ordinance shall be in full force and effect on its enactment and approval .

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS 13 DAY OF SEPTEMBER, 1994.

SEAL

Attest:



City Clerk



Presiding Officer

SEAL

Attest:



City Clerk



Mayor