

## Mary Ellen Cox

---

**From:** Mary Ellen Cox  
**Sent:** Monday, April 12, 2021 3:34 PM  
**To:** Mary Ellen Cox  
**Subject:** FW: Zoom - Council 4-15-2021

Agenda Attached. Meeting will be held in the Council Chambers. Zoom connection info is below.

Bryan Richison is inviting you to a scheduled Zoom meeting.

Topic: City Council (4-15-21)  
Time: Apr 15, 2021 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82681086656?pwd=L014L213a1pZcXMxdE01UW1ta054QT09>

Meeting ID: 826 8108 6656

Passcode: 037133

One tap mobile

+13126266799,,82681086656#,,,,\*037133# US (Chicago)

+16465588656,,82681086656#,,,,\*037133# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 826 8108 6656

Passcode: 037133

## City of Arnold, Missouri

City Council  
Regular Meeting

April 15, 2021  
7:00 P.M.

---

### Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/82681086656?pwd=L014L213a1pZcXMxdE01UW1ta054QT09>

Dial-in Number: 1-312-626-6799 Meeting ID: 826 8108 6656 Passcode: 037133

### Regular Meeting

#### Amended Agenda

1. Pledge of Allegiance and Opening Prayer

2. Roll Call

3. Business from the Floor

3.5 Organization of the Council

Election of Mayor Pro-Tem  
Mayoral Committee Appointments

4. Consent Agenda:

- A. Regular Council & Public Hearing Minutes **March 18, 2021**
- B. Payroll Warrant **#1364 in the Amount of \$305,837.80**
- C. Payroll Warrant **#1365 in the Amount of \$307,296.94**
- D. Payroll Warrant **#1366 in the Amount of \$314,536.08**
- E. General Warrant **#5783 in the Amount of \$1,103,348.90**
- F. General Warrant **#5784 In the Amount of \$392,637.93**

5. Ordinances:

- A. **Bill #2782** – An Ordinance Amending Title V Buildings and Construction of the Municipal Code by the Addition of a New Chapter, Article, and Provisions Regarding Right-of-Way Usage and Certain Wireless Facilities.
- B. **Bill #2783** – An Ordinance Adding Chapter 605.400 to the City of Arnold Municipal Code Pertaining to Mobile Food Vehicles.

- C. **Bill #2784** – An Ordinance Regulating Ice Cream Trucks, Peddlers, Solicitors and Canvassers, Establishing Registration Requirements for the Former Two, Establishing Protections for Homeowners Desiring to Avoid Peddlers, Solicitors, and Canvassers, Regulating Handbills and Providing Penalties for Violations.

6. Resolutions:

- A. **Resolution 21-13:** A Resolution Authorizing the Mayor to Enter into a Contract with NB West Contracting to undertake the Asphalt Street Overlay and Repair Project for the City of Arnold.
- B. **Resolution 21-14:** A Resolution Authorizing the Mayor to Enter into a Contract with Traffic Control Company to Undertake the City Street and Parking Lot Striping Project for the City of Arnold.
- C. **Resolution 21-15:** A Resolution Authorizing the Mayor to Enter into a Multi-Year Contract with Portable Water Closet.
- D. **Resolution 21-16:** A Resolution Authorizing the Mayor to Enter into a Contract with Bryne Electric Company to Undertake the 2912 Electric Upgrade and HVAC Electric Project for the City of Arnold.
- E. **Resolution 21-17:** A Resolution Authorizing the Mayor to Enter into a Contract with Legacy Contract Group to Undertake the 2912 Arnold Tenbrook HVAC Project for the City of Arnold.
- F. **Resolution 21-18:** A Resolution Authorizing a Temporary Immunization Center.

7. Motions:

- A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigation, Real Estate and Personnel Pursuant to RSMo 610.021 (1) (2) and (3).

8. Reports from Mayor and Council:

9. Administrative Reports:

10. Adjournment:

# MAYORAL COMMITTEE APPOINTMENTS 2021/2022

Planning Commission – Brian McArthur

Parks and Leisure Service Board – Butch Cooley/Gary Plunk

Police Pension Review Board – Tim Seidenstricker

Tourism Commission – Mark Hood / Jason Fulbright / Tim Seidenstricker

Commission on Aging & Disabilities – Mark Hood

Liquor Committee – Tim Seidenstricker / Butch Cooley / Rodney Mullins

Finance/Budget/Economic Development Committee- Jason Fulbright /  
Mark Hood

Farmers' Marker Committee – E. L. Fleischmann

Veterans Commission – Gary Plunk / Rodney Mullins

Historic Preservation – Jason Fulbright

Foundation Commission – Mayor Ron Counts / Bryan Richison

Beautification Commission – E. J. Fleischmann / Tim Seidenstricker

## **The Liaison Between the City and The Following Committees will be:**

Chamber of Commerce – Bryan Richison

Economic Development of Jefferson County – Bryan Richison/Dave  
Bookless

Jefferson County Municipal League –Bryan Richison

Mayor Ron Counts called the meeting to order at 7:18 p.m.

The council meeting was a hybrid meeting with both Zoom and in person attendance due to COVID. The City provided a link as well as a dial-in number to attend via Zoom.

The pledge of allegiance was recited and councilman Tim Seidenstricker offered the prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Plunk, Mullins, Cooley, Fleischmann (via Zoom), Hood, Seidenstricker, McArthur, Fulbright, Richison, Bookless, Lehmann (via Zoom), Sweeney, Brown, Wagner (excused), Kroupa and Chief Shockey.

### **BUSINESS FROM THE FLOOR**

None

### **CONSENT AGENDA**

- A. REGULAR COUNCIL MEETING MINUTES MARCH 4, 2021**
- B. GENERAL WARRANT NO 5782 IN THE AMOUNT OF \$918,105.34**

**Butch Cooley made a motion and so moved to approve the consent agenda.** Seconded by Rodney Mullins. Roll call vote: Plunk, yes; Mullins, yes; Cooley, yes; Fleischmann, yes; Hood, yes; Seidenstricker, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Consent agenda approved.**

### **ORDINANCES**

**BILL NO 2779 – AN ORDINANCE REZONING A TRACT OF LAND IDENTIFIED AS ORCHARD POINT PLAT 1, OUTLOT A OF LAND LOCATED IN U.S. SURVEY 2991, SECTION 31, TOWNSHIP 43, RANGE 6, CITY OF ARNOLD, JEFFERSON COUNTY, MISSOURI FROM “R-3” RESIDENTIAL DISTRICT TO “C-2” COMMERCIAL DISTRICT** was read twice by City Clerk Tammi Casey. Roll call vote: Plunk, no; Mullins, no; Cooley, no; Fleischmann, no; Hood, no; Seidenstricker, no; McArthur, no; Fulbright, no; 8 Nays: **Ordinance failed.**

**BILL NO 2780 – AN ORDINANCE AMENDNG CHAPTER 605 BUSINESS REGULATIONS BY ESTABLISHING BUSINESS LICENSING REQUIREMENTS FOR THE SALE OF FIREWORKS AT FIREWORKS STANDS** was read twice by City Clerk Tammi Casey. Roll call vote: Plunk, yes; Mullins, yes; Cooley, yes; Fleischmann, yes; Hood, yes; Seidenstricker, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

**BILL NO 2781 – AN ORDINANCE PROVIDING FOR THE REPEAL OF ARTICLE XIV (FIREWORKS) OF CHAPTER 215 (OFFENSES) OF THE ARNOLD CODE OF ORDINANCES AND ENACTING IN LIEU THEREOF A NEW ARTICLE XIV (FIREWORKS) ON THE SAME SUBJECT WITH CERTAIN MODIFICATIONS AS HEREINAFTER SET FORTH, AND ESTABLISHING PENALTIES FOR THE VIOLATION THEREOF** was read twice by City Clerk Tammi Casey. Roll call vote: Plunk, yes; Mullins, yes; Cooley, yes; Fleischmann, yes; Hood, yes; Seidenstricker, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

**RESOLUTIONS**

**RESOLUTION NO 21-11 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ACTION LANDSCAPING FOR CODE ENFORCEMENT GRASS CUTTING SERVICES FOR THE 2021-2022 SEASON**

**Tim Seidenstricker made a motion and so moved to approve Resolution No 21-11.** Seconded by Gary Plunk. Roll call vote: Plunk, yes; Mullins, yes; Cooley, yes; Fleischmann, yes; Hood, yes; Seidenstricker, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

**RESOLUTION NO 21-12 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CROWN LIFT TRUCKS INCORPORATED OF ST LOUIS, MISSOURI FOR THE ACQUISITION OF A THIRTY-SIX VOLT, BATTERY POWERED, STANDUP COUNTERBALANCE FORK LIFT**

**Butch Cooley made a motion and so moved to approve Resolution No 21-12.** Seconded by Mark Hood. Roll call vote: Plunk, yes; Mullins, yes; Cooley, yes; Fleischmann, yes; Hood, yes; Seidenstricker, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

**MOTIONS**

- A. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING PERSONNEL PURSUANT TO RSMo SECTION 610.021 (3)**

**Rodney Mullins made a motion and so moved to hold a Closed Session immediately following the City Council meeting.** Seconded by Mark Hood. Roll call vote: Plunk, yes; Mullins, yes; Cooley, yes; Fleischmann, yes; Hood, yes; Seidenstricker, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

**REPORTS FROM MAYOR, COUNCIL AND COMMITTEES**

Dan Kroupa – Complimented David Bookless on his work in updating the Fireworks Ordinance.

**ADMINISTRATIVE REPORTS**

Bryan Richison – Thanked council for their feedback earlier this week regarding the Recreation Center. After discussions with council and staff, it seems that a change in pricing structure may be advantageous. Mr. Richison stated that if council is agreeable, he would like to hold a special Work Session next Thursday, March 25<sup>th</sup> to further discuss, so that changes could be implemented on April 1<sup>st</sup>.

Tammi Casey – Informed council that Republic Services trucks cannot get through all streets involved in the Melody Lane construction project to pick up trash. To ensure that all residents are serviced, Republic Services will place a roll off container near 1741 Melody by tomorrow, so that residents can drop off their trash at the container. Republic Services has mailed postcards to all residents involved to make them aware of the situation.


Mayor Counts announced a 10 minutes recess before going into Closed Session.

.....

Closed Session ended at 7:55 p.m.

**A motion to adjourn the meeting was made by Butch Cooley. Seconded by Rodney Mullins. Roll call vote: Plunk, yes; Mullins, yes; Cooley, yes; Fleischmann, yes; Hood, yes; Seidenstricker, yes; McArthur, yes; Fulbright, yes; 8 Yeas: Motion carried.**

Meeting adjourned at 7:56 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 3/18/2021

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO 2779	BILL NO 2780	BILL NO 2781	RESOLUTION NO 21-11	
MAYOR	<u>RON COUNTS</u>	PRESENT						
COUNCIL:	<u>GARY PLUNK</u>	PRESENT	YES	NO	YES	YES	YES	
COUNCIL:	<u>RODNEY MULLINS</u>	PRESENT	YES	NO	YES	YES	YES	
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT	YES	NO	YES	YES	YES	
COUNCIL:	<u>EJ FLEISCHMANN</u>	VIA ZOOM PRESENT	YES	NO	YES	YES	YES	
COUNCIL:	<u>MARK HOOD</u>	PRESENT	YES	NO	YES	YES	YES	
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	NO	YES	YES	YES	
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT	YES	NO	YES	YES	YES	
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT	YES	NO	YES	YES	YES	
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DICKIE BROWN	PRESENT		
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		JUDY WAGNER	EXCUSED		
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:		DAN KROUPA	PRESENT		
FINANCE DIRECTOR	BILL LEHMANN	VIA ZOOM PRESENT	POLICE DEPT.		CHIEF SHOCKEY	PRESENT		
CITY ATTORNEY	BOB SWEENEY	PRESENT						



CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 3/18/2021

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: GARY PLUNK

COUNCIL: RODNEY MULLINS

COUNCIL: BUTCH COOLEY

COUNCIL: EJ FLEISCHMANN

COUNCIL: MARK HOOD

COUNCIL: TIM SEIDENSTRICKER

COUNCIL: BRIAN MCARTHUR

COUNCIL: JASON FULBRIGHT

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO 21-12	MOTION TO HOLD CLOSED SESSION				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				

PARKS DIR: DICKIE BROWN

PUBLIC WORKS: JUDY WAGNER

TREASURER: DAN KROUPA

POLICE DEPT. CHIEF SHOCKEY

As this was a hybrid meeting due to COVID, those who were not able to attend the Public Hearing in person were provided a link to attend via Zoom.

The Public Hearing was called to order by Mayor Ron Counts at 7:00 p.m. City Clerk Tammi Casey made note of those in attendance: Mayor Counts, Plunk, Mullins, Cooley, Fleischmann, Hood, Seidenstricker, McArthur, Fulbright, Richison, Bookless, Lehmann, Sweeney, Brown, Kroupa and Chief Shockey.

**PC-2021-05 APPLICATION TO REZONE A PARCEL OF LAND ON OLD LEMAY FERRY ACROSS FROM BLOSSOM LANE FROM R-3 RESIDENTIAL DISTRICT TO C-2 COMMERCIAL DISTRICT**

David Bookless informed council that this item is a request made by Mr. Ray Dickhaner to re-zone the above-mentioned parcel from R-3 Residential to C-2 Commercial. The Planning Commission held a public hearing and heard the request on March 9, 2021. Eight members of the public attended the public hearing via Zoom, as well as an additional fourteen residents who contacted staff by email or phone calls. All were opposed to approving the request. Mr. Bookless reminded council that changes in district boundaries or classifications can only be approved if one or more of five specific conditions apply. Neither staff nor the Commission found that the conditions for approval contained in the Zoning Ordinance were demonstrated to have been met by the applicant. The Planning Commission, by a vote of 0 to 8, failed to recommend approval of the request.

The applicant, Ray Dickahner, spoke to council regarding his request. He informed council that he intends to place restrictions on the property that would only allow businesses that the City deems appropriate to occupy the space. However, if council does not approve the request tonight, he will not promise those restrictions in the future.

**PUBLIC COMMENTS**

Amy Bailey, whose parents own 2910 Melton Drive – Feels it is a hazard to build anything on the property in question, citing concerns of arising traffic issues.

Lloyd Siebert, Resident of Richardson Glen – Informed council that the residents of Richardson Glen oppose the re-zoning. They believe the property is unusable for any type of business and would make the intersection more hazardous than it already is.

Dan Kroupa – Asked if the re-zoning would go against the city's Master Plan. Brian McArthur indicated that yes, re-zoning the property to C-2 would go against the Master Plan.

Public Hearing  
March 18, 2021  
Page 2


William Walters, 2261 Old Lemay Ferry – Lives across the street from the property in question and believes traffic is already too congested there now. He is against the rezoning.

#### COUNCIL COMMENTS

Brian McArthur – Wanted to clarify previously made comments. The Planning and Zoning Commission feel the property is unusable as commercial property, but they do believe it could be usable as residential.

Jason Fulbright – Asked Mr. Dickhaner for clarification in regards to a topographical picture he had shown of another property he owns outside the incorporated city limits of Arnold.

Public Hearing ended at 7:18 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-S

The Special Work Session was a hybrid meeting with both Zoom and in person attendance. In order to provide public access to this meeting, the City provided a link as well as a dial-in number to the public.

Those in attendance as noted by City Clerk Tammi Casey; Mayor Ron Counts, Plunk, Mullins, Cooley, Fleischmann, Hood, Seidenstricker (via Zoom), McArthur, Fulbright (via Zoom), Richison, Bookless (via Zoom), Sweeney (via Zoom), Brown (via Zoom) and Kroupa.


### **RECREATION CENTER RATE STRUCTURE**

Brian Richison spoke to council regarding the possibility of changing the rate structure at the Recreation Center. Two group meetings were previously held, not only to discuss the rate structure, but to also brainstorm ideas to bring people back to the Recreation Center after COVID-19 and make it more competitive with other area facilities. Mr. Richison provided council with various new rate structure options which included percentage discounts, as well as eliminating the "Bronze, Silver and Gold" membership rates and streamlining it to one membership type only. Other options discussed were to eliminate the mark up between resident and non-resident rates, to include classes with a membership and to market the Recreation Center itself.

Comments and discussion followed by council. Mayor Counts instructed Mr. Richison to move forward with the discussed changes.

**Butch Cooley made a motion and so moved to adjourn the Work Session.** Seconded by Rodney Mullins. Voice vote: All Yeas.

The Work Session adjourned at 8:15 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: WORK SESSION

DATE: 3/25/2021

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: GARY PLUNK

COUNCIL: RODNEY MULLINS

COUNCIL: BUTCH COOLEY

COUNCIL: EJ FLEISCHMANN

COUNCIL: MARK HOOD

COUNCIL: TIM SEIDENSTRICKER

COUNCIL: BRIAN MCARTHUR

COUNCIL: JASON FULBRIGHT

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

IN ATTENDANCE					
PRESENT					
PRESENT					
PRESENT					
PRESENT					
PRESENT					
PRESENT					
VIA ZOOM					
PRESENT					
VIA ZOOM					
PRESENT	PARKS DIR:	DICKIE BROWN			VIA ZOOM
PRESENT	PUBLIC WORKS:	JUDY WAGNER			-
VIA ZOOM	TREASURER:	DAN KROUPA			PRESENT
-	POLICE DEPT.	CHIEF SHOCKEY			
VIA ZOOM					

The Special Work Session was a hybrid meeting with both Zoom and in person attendance. In order to provide public access to this meeting, the City provided a link as well as a dial-in number to the public.

Those in attendance as noted by City Clerk Tammi Casey; Mayor Ron Counts, Plunk, Cooley, Seidenstricker (via Zoom), McArthur, Fulbright, Richison, Bookless, Sweeney, Wagner (via Zoom) and Chief Shockey.

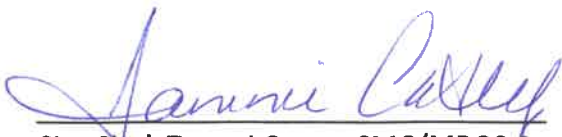
**BUSINESS REGULATIONS – PEDDLERS, SOLICITORS, CANVASSERS, MOBILE FOOD VENDORS AND SPECIAL EVENTS**

David Bookless provided a Power Point presentation to council regarding the changes to the City Code that he, Tammi Casey and Bob Sweeney are proposing in regards to Peddlers, Solicitors and Mobile Food Trucks. The Peddlers and Solicitors portion of the City Code have not been updated in a very long time. Proposed changes include such items as a “no solicitors allowed” registry for residents. The City would provide this list to solicitors indicating which addresses they are not allowed to visit. Another proposed change is to increase the required bond amount from \$1000 to \$3000. Staff is also proposing a new section to the Code that specifically addresses mobile food trucks and regulations regarding both licensing and zoning.

Questions and comments followed by council. Bryan Richison stated that Ordinances regarding the above-mentioned code changes will be on the next agenda for council vote. Staff is recommending approval. As spring is the time of year when these types of businesses begin to gear up for their busy season, staff wants to be prepared to act on the new regulations, if they are approved.

**Butch Cooley made a motion and so moved to adjourn the Work Session.** Seconded by Gary Plunk. Voice vote: All Yeas.

The Work Session adjourned at 7:45 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-5

**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

MEETING: WORK SESSION

DATE: 4/8/2021

PAGE: 1

**BILL NO - RESOLUTION - MOTION**

		IN ATTENDANCE					
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	<u>RON COUNTS</u>	PRESENT					
<b>COUNCIL:</b>	<u>GARY PLUNK</u>	PRESENT					
<b>COUNCIL:</b>	<u>RODNEY MULLINS</u>	-					
<b>COUNCIL:</b>	<u>BUTCH COOLEY</u>	PRESENT					
<b>COUNCIL:</b>	<u>EJ FLEISCHMANN</u>	-					
<b>COUNCIL:</b>	<u>MARK HOOD</u>	-					
<b>COUNCIL:</b>	<u>TIM SEIDENSTRICKER</u>	VIA ZOOM					
<b>COUNCIL:</b>	<u>BRIAN MCARTHUR</u>	PRESENT					
<b>COUNCIL:</b>	<u>JASON FULBRIGHT</u>	PRESENT					
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>	DICKIE BROWN			-
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>	JUDY WAGNER			VIA ZOOM
<b>COM DEV</b>	DAVID BOOKLESS	PRESENT	<b>TREASURER:</b>	DAN KROUPA			-
<b>FINANCE DIRECTOR</b>	BILL LEHMANN	PRESENT	<b>POLICE DEPT.</b>	CHIEF SHOCKEY			PRESENT
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT					

**AN ORDINANCE AMENDING TITLE V BUILDING AND CONSTRUCTION OF THE MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER, ARTICLE, AND PROVISIONS REGARDING RIGHT-OF-WAY USAGE AND CERTAIN WIRELESS FACILITIES**

---

**WHEREAS**, City Council desires to amend the City of Arnold Code of Ordinances, because the Missouri Legislature has enacted changes in related statutes (HB 1991 (2018));

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:**

**SECTION 1:** Title V Building and Construction, of the Arnold Code of Ordinances, is hereby amended to add a new Chapter 580, which shall be entitled "Right-of-Way Usage".

**SECTION 2:** Title V Building and Construction, of the Arnold Code of Ordinances, is further revised by the addition of "Article I Small Wireless Facility Deployment" and related provisions within the newly established Chapter 580 Right-of-Way Usage, which shall read as follows:

**"ARTICLE I Small Wireless Facility Deployment**

**Section 580.150 Title And Intent.<sup>1</sup>**

This Chapter shall be known and may be cited as the "Small Wireless Facility Deployment Code," and it is intended to encourage and streamline the deployment of small wireless facilities in the City and to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the City, consistent with State and Federal law including Sections 67.5110 to 67.5121, RSMo., (while in effect) and Sections 67.1830 to 67.1846, RSMo. The provisions of other Chapters or Sections of the Municipal Code and, specifically, Chapter 580 shall apply to small wireless deployments except to the extent inconsistent with this Article.

**Section 580.160 Definitions.<sup>2</sup>**

*As used in this Section, the following terms shall mean:*

**ANTENNA**

Communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

**APPLICABLE CODES**

Uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or the City's amendments such codes

---

<sup>1</sup> See 67.5110 RSMo.

<sup>2</sup> See 67.5110 RSMo.



enacted to prevent physical property damage or reasonably foreseeable injury to persons to the extent not inconsistent with Sections 67.5110 to 67.5121, RSMo., (while in effect).

**APPLICANT**

Any person who submits an application and is a wireless provider.

**APPLICATION**

A request submitted by an applicant to the City for a permit to collocate small wireless facilities on a utility pole or wireless support structure, or to approve the installation, modification, or replacement of a utility pole.

**AUTHORITY or CITY**

The City of Arnold.

**AUTHORITY POLE**

A utility pole owned, managed, or operated by or on behalf of the City, but such term shall not include municipal electric utility distribution poles.

**AUTHORITY WIRELESS SUPPORT STRUCTURE**

A wireless support structure owned, managed, or operated by or on behalf of the City.

**COLLOCATE OR COLLOCATION**

To install, mount, maintain, modify, operate, or replace small wireless facilities on or immediately adjacent to a wireless support structure or utility pole, provided that the small wireless facility antenna is located on the wireless support structure or utility pole.

**COMMUNICATIONS FACILITY**

The set of equipment and network components, including wires, cables, and associated facilities used by a cable operator, as defined in 47 U.S.C. Section 522(5); a telecommunications carrier, as defined in 47 U.S.C. Section 153(51); a provider of information service, as defined in 47 U.S.C. Section 153(24); or a wireless services provider; to provide communications services, including cable service, as SS SCS HCS HB 1991, 7 defined in 47 U.S.C. Section 522(6); telecommunications service, as defined in 47 U.S.C. Section 153(53); an information service, as defined in 47 U.S.C. Section 153(24); wireless communications service; or other one-way or two-way communications service.

**COMMUNICATIONS SERVICE PROVIDER**

A cable operator, as defined in 47 U.S.C. Section 522(5); a provider of information service, as defined in 47 U.S.C. Section 153(24); a telecommunications carrier, as defined in 47 U.S.C. Section 153(51); or a wireless provider.

**DECORATIVE POLE**

A pole that is specially designed and placed for aesthetic purposes.

**FEE**

A one-time, non-recurring charge.

**HISTORIC DISTRICT**

A group of buildings, properties, or sites that are either listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the Federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C, or are otherwise located in a district made subject to special design standards adopted by City ordinance or under State law as of April 1, 2021, or subsequently enacted for new developments.

**MICRO WIRELESS FACILITY**

A small wireless facility that meets the following qualifications:

1. Is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height; and
2. Any exterior antenna no longer than eleven (11) inches.

**PERMIT**

A written authorization required by the City to perform an action or initiate, continue, or complete a project.

**PERSON**

An individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including any government authority.

**RATE**

A recurring charge.

**RIGHT-OF-WAY**

The area on, below, or above a public roadway, highway, street, sidewalk, alley, or similar property used for public travel, but not including a Federal interstate highway, railroad right-of-way, or private easement.

#### **SMALL WIRELESS FACILITY**

A wireless facility that meets both of the following qualifications:

1. Each wireless provider's antenna could fit within an enclosure of no more than six (6) cubic feet in volume; and
2. All other equipment associated with the wireless facility, whether ground or pole-mounted, is cumulatively no more than twenty-eight (28) cubic feet in volume, provided that no single piece of equipment on the utility pole shall exceed nine (9) cubic feet in volume; and no single piece of ground mounted equipment shall exceed fifteen (15) cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the small wireless facility. The following types of associated ancillary equipment shall not be included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs and related conduit for the connection of power and other services.

#### **TECHNICALLY FEASIBLE**

By virtue of engineering or spectrum usage, the proposed placement for a small wireless facility or its design or site location can be implemented without a reduction in the functionality of the small wireless facility.

#### **UTILITY POLE**

A pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures, electric transmission structures, or breakaway poles owned by the State Highways and Transportation Commission.

#### **WIRELESS FACILITY**

Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including equipment associated with wireless communications and radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include:

1. The structure or improvements on, under, or within which the equipment is collocated;
2. Coaxial or fiber-optic cable between wireless support structures or utility poles;
3. Coaxial or fiber-optic cable not directly associated with a particular small wireless facility;
4. A wireline backhaul facility.

**WIRELESS INFRASTRUCTURE PROVIDER**

Any person, including a person authorized to provide telecommunications service in the State, that builds or installs wireless communication transmission equipment or wireless facilities but that is not a wireless services provider.

**WIRELESS PROVIDER**

A wireless infrastructure provider or a wireless services provider.

**WIRELESS SERVICES**

Any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using wireless facilities.

**WIRELESS SERVICES PROVIDER**

A person who provides wireless services.

**WIRELESS SUPPORT STRUCTURE**

An existing structure, such as a monopole or tower, whether guyed or self-supporting, designed to support or capable of supporting wireless facilities; an existing or proposed billboard; an existing or proposed building; or other existing or proposed structure capable of supporting wireless facilities, other than a structure designed solely for the collocation of small wireless facilities. Such term shall not include a utility pole.

**WIRELINE BACKHAUL FACILITY**

A physical transmission path, all or part of which is within the right-of-way, used for the transport of communication data by wire from a wireless facility to a network.

**Section 580.170 Deployment Of Small Wireless Facilities And Associated Poles In Right-Of-Way.<sup>3</sup>**

- A. The provisions of this Section shall only apply to activities of a wireless provider within the right-of-way to deploy small wireless facilities and associated utility poles.
- B. Subject to the provisions of this Section and Sections 67.5110 to 67.5121, RSMo., (while in effect), a wireless provider may, as a permitted use not subject to zoning review or approval, collocate small wireless facilities and install, maintain, modify, operate, and replace utility poles along, across, upon, and under the right-of-way, except that the placement in the right-of-way of new or modified utility poles in single-family residential zoning districts or areas zoned as historic as of April 1, 2021, shall remain subject to any applicable zoning requirements, including architectural review, that are consistent with Sections 67.5090 to 67.5103, RSMo., including but not limited to, requirements for underground utilities as set forth in **Chapter 580**. Small wireless facilities collocated outside the right-of-way in property not zoned primarily for single-family residential use shall be classified as permitted uses and not subject to zoning review or approval. Such small wireless facilities and utility poles shall be installed and maintained as not to obstruct or hinder the usual travel or public safety on such right-of-way or obstruct the legal use of such right-of-way by the City, other governmental authorities or other authorized right-of-way users.
- C. A wireless provider must obtain a permit pursuant to this Chapter, with such reasonable conditions as may be imposed by the City, for work in a right-of-way that will involve excavation, affect traffic patterns, obstruct traffic in the right-of-way, or materially impede the use of a sidewalk.
- D. Each new, replacement, or modified utility pole installed in the right-of-way shall not exceed the greater of ten (10) feet in height above the tallest existing utility pole in place as of April 1, 2021, located within five hundred (500) feet of the new pole in the same right-of-way, or fifty (50) feet above ground level. New small wireless facilities in the right-of-way shall not extend more than ten (10) feet above an existing utility pole in place as of April 1, 2021, or for small wireless facilities on a new utility pole, above the height permitted for a new utility pole. A new, modified, or replacement utility pole that exceeds these height limits shall be subject to all applicable zoning requirements that apply to other utility poles, to the extent consistent with Sections 67.5090 to 67.5103, RSMo.
- E. All new utility poles located along a public street in the downtown area must be decorative poles consistent with the appearance, construction and aesthetic of existing street lights in the downtown area. Other types of utility poles may be located

---

<sup>3</sup> See 67.5112 RSMo.

in the alleys in the downtown area provided that such poles are behind the front building lines of the adjacent buildings.

- F. A wireless provider shall be permitted to replace decorative poles when necessary to collocate a small wireless facility, but any replacement pole shall reasonably conform to the design aesthetics of the decorative pole or poles being replaced, as determined by the Community Development Director.
- G. Subject to **Section 580.180** below, and except for facilities excluded from evaluation for effects on historic properties under 47 C.F.R. Section 1.1307(a)(4) of the Federal Communications Commission rules, a wireless provider must use appropriate and reasonable, technically feasible, non-discriminatory, and technologically neutral design or concealment measures in a historic district, as determined by the Community Development Director. Any such design or concealment measures shall not have the effect of prohibiting any provider's technology, nor shall any such measures be considered a part of the small wireless facility for purposes of the size restrictions in the definition of small wireless facility.
- H. Small wireless facility collocations shall not interfere with or impair the operation of existing utility facilities, or City or third-party attachments. A wireless provider shall repair all damage to the right-of-way directly caused by the activities of the wireless provider in the right-of-way and shall return the right-of-way to its functional equivalence before the damage under the competitively neutral, reasonable requirements and specifications of the City. If the wireless provider fails to make the repairs required by the City within a reasonable time after written notice, the City may make those repairs and charge the wireless provider the reasonable, documented cost of such repairs.

**Section 580.180 Permits For Poles In Right-Of-Way And Wireless Facilities In All Locations.<sup>4</sup>**

- A. The provisions of this Section shall apply to the permitting of small wireless facilities to be installed by or for a wireless provider in or outside the right-of-way and to the permitting of the installation, modification, and replacement of utility poles by a wireless provider inside the right-of-way.
- B. Wireless providers or their agents shall apply for and obtain a permit to collocate a small wireless facility or install a new, modified, or replacement utility pole associated with a small wireless facility as provided in **Section 580.170** above. The City shall receive applications for, process, and issue such permits subject to the following requirements:

---

<sup>4</sup> See 67.5113 RSMo.

1. An applicant shall not be required to perform services or provide goods unrelated to the permit, such as in-kind contributions to the City, including reserving fiber, conduit, or pole space for the City;
2. An applicant shall not be required to provide more information to obtain a permit than communications service providers that are not wireless providers, provided that an applicant shall include construction and engineering drawings and information demonstrating compliance with the criteria in Subdivision (9) of this Subsection and an attestation that the small wireless facility complies with the volumetric limitations in the definition of Small Wireless Facility of **Section 580.160** above;
3. An applicant shall not be required to place small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole;
4. There is no limit as to the placement of small wireless facilities by minimum horizontal separation distances;
5. An applicant shall comply with reasonable, objective, and cost-effective concealment or safety requirements as provided herein;
6. An applicant that is not a wireless services provider shall provide evidence of agreements or plans demonstrating that the small wireless facilities will be operational for use by a wireless services provider within one (1) year after the permit issuance date, unless the City and the applicant agree to extend this period or if delay is caused by lack of commercial power or communications transport facilities to the site and the applicant notifies the City thereof. An applicant that is a wireless services provider shall provide the information required by this Subdivision by attestation;
7. Within fifteen (15) days of receiving an application, the City shall determine and notify the applicant, in writing, whether the application is complete. If an application is incomplete, the City shall specifically identify the missing information in writing. The processing deadline in Subdivision (8) of this Subsection shall be tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information. That processing deadline may also be tolled by agreement of the applicant and the City;
8. An application for collocation shall be processed on a non-discriminatory basis and deemed approved if the City fails to approve or deny the application within forty-five (45) days of receipt of the application. An application for

installation of a new, modified, or replacement utility pole associated with a small wireless facility shall be processed on a non-discriminatory basis and deemed approved if the City fails to approve or deny the application within sixty (60) days of receipt of the application;

9. The City may deny a proposed collocation of a small wireless facility or installation, modification, or replacement of a utility pole if the action proposed in the application could reasonably be expected to:
  - a. Materially interfere with the safe operation of traffic control equipment or City-owned communications equipment;
  - b. Materially interfere with sight lines or clear zones for transportation, pedestrians, or non-motorized vehicles;
  - c. Materially interfere with compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101 to 12213, or similar Federal or State standards regarding pedestrian access or movement;
  - d. Materially obstruct or hinder the usual travel or public safety on the right-of-way;
  - e. Materially obstruct the legal use of the right-of-way by the City, a utility, or other third party;
  - f. Fail to comply with reasonable and non-discriminatory spacing requirements of general application adopted by ordinance or regulations promulgated by the State Highways and Transportation Commission that concern the location of ground mounted equipment and new utility poles, subject to wireless provider requests for exception or variance;
  - g. Fail to comply with applicable codes, including nationally recognized engineering standards for utility poles or wireless support structures;
  - h. Fail to comply with the reasonably objective and documented aesthetics of a decorative pole and the applicant does not agree to pay to match the applicable decorative elements; or
  - i. Fail to comply with reasonable and non-discriminatory undergrounding requirements contained in City ordinances as of April 1, 2021, or subsequently enacted for new developments, that require all new utility facilities in the area to be placed underground and



prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval, including by wireless provider requests for exception or variance;

10. The City shall document the complete basis for a denial in writing, and send the documentation to the applicant with the communication denying an application. The applicant may cure the deficiencies identified by the City and resubmit the application within thirty (30) days of the denial without paying an additional application fee. The City shall approve or deny the revised application within thirty (30) days. Any subsequent review shall be limited to the deficiencies cited in the denial;

11. Additionally:

- a. An applicant may file a consolidated application and receive a single permit for the collocation of multiple small wireless facilities; provided, however, the denial of one (1) or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same batch; and
- b. An application may include up to twenty (20) separate small wireless facilities, provided that they are for the same or materially same design of small wireless facility being collocated on the same or materially the same type of utility pole or wireless support structure, and geographically proximate. If the City receives individual applications for approval of more than fifty (50) small wireless facilities or consolidated applications for approval of more than seventy-five (75) small wireless facilities within a fourteen-day period, whether from a single applicant or multiple applicants, the City may, upon its own request, obtain an automatic thirty-day extension for any additional collocation or replacement or installation application submitted during that fourteen-day period or in the fourteen-day period immediately following the prior fourteen-day period. The City shall promptly communicate its request to each affected applicant. In rendering a decision on an application for multiple small wireless facilities, the City may approve the application as to certain individual small wireless facilities while denying it as to others based on applicable requirements and standards, including those identified in this Section. The City's denial of any individual small wireless facility or subset of small wireless facilities within an application shall not be a basis to deny the application as a whole;

12. Installation or collocation for which a permit is granted under this Section shall be completed within one (1) year after the permit issuance date unless the

City and the applicant agree to extend this period, or the applicant notifies the City that the delay is caused by a lack of commercial power or communications transport facilities to the site;

13. Approval of an application authorizes the applicant to:
  - a. Undertake the installation or collocation; and
  - b. Operate and maintain the small wireless facilities and any associated utility pole covered by the permit for a period of ten (10) years, which shall be renewed for equivalent durations so long as the facilities and poles remain in compliance with the criteria set forth in Subdivision (9) of this Subsection, unless the applicant and the City agree to an extension term of less than ten (10) years. The provisions of this paragraph shall be subject to the right of the City to require, upon adequate notice and at the facility owner's own expense, relocation of facilities as may be needed in the interest of public safety and convenience, and the applicant's right to terminate at any time;
14. There shall be a temporary moratorium on applications for small wireless facilities and the collocation thereof for the duration of a Federal or State-declared natural disaster plus a reasonable recovery period, or for no more than thirty (30) days in the event of a major and protracted staffing shortage that reduces the number of personnel necessary to receive, review, process, and approve or deny applications for the collocation of small wireless facilities by more than fifty percent (50%);
15. Abandoned small wireless facilities shall be removed as provided in this **Chapter 580** or an agreement, as applicable;
16. In determining whether sufficient capacity exists to accommodate the attachment of a new small wireless facility, the City shall take into account that any grant of access hereunder shall be subject to a reservation to reclaim such space, when and if needed, to meet a core utility purpose or documented plan projected at the time of the application pursuant to a bona fide development plan; and
17. In emergency circumstances that result from a natural disaster or accident, the City may require the owner or operator of a wireless facility to immediately remove such facility if the wireless facility is obstructing traffic or causing a hazard on the City's roadway. In the event that the owner or operator of the wireless facility is unable to immediately remove the wireless facility, the City may remove the wireless facility from the roadway or other position that

renders the wireless facility hazardous. Under these emergency circumstances, the City shall not be liable for any damage caused by removing the wireless facility and may charge the owner or operator of the wireless facility the City's reasonable expenses incurred in removing the wireless facility.

C. A permit is not required for:

1. Routine maintenance on previously permitted small wireless facilities;
2. The replacement of small wireless facilities with small wireless facilities that are the same or smaller in size, weight, and height; or
3. The installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between utility poles, in compliance with applicable codes.

For work described in Subdivisions (1) and (2) of this Subsection that involves different equipment than that being replaced, the wireless services provider shall submit a description of such new equipment so that the City may maintain an accurate inventory of the small wireless facilities at that location.

- D. No approval for the installation, placement, maintenance, or operation of a small wireless facility under this Section shall be construed to confer authorization for the provision of cable television service, or installation, placement, maintenance, or operation of a wireline backhaul facility or communications facility, other than a small wireless facility, in the right-of-way.
- E. A municipal electric utility shall not require an application for the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between utility poles, in compliance with applicable codes.

**Section 580.190 Collocations On City Poles And Wireless Support Structures Outside Of Right-Of-Way.<sup>5</sup>**

- A. This Section only applies to collocations on City poles and wireless support structures that are located outside the right-of-way.
- B. Subject to Subsection (C) of this Section, the City shall authorize the collocation of small wireless facilities on City wireless support structures and poles to the same extent, if any, that it permits access to such structures for other commercial projects or uses. Such collocations shall be subject to reasonable and non-discriminatory rates,

---

<sup>5</sup> See 67.5114 RSMo.

fees, and terms as provided in an agreement between the City, or its agent, and the wireless provider in a form approved by the City.

- C. The City shall not enter into an exclusive agreement with a wireless provider concerning City poles or wireless support structures, including stadiums and enclosed arenas, unless the agreement meets the following requirements:
  - 1. The wireless provider provides service using a shared network of wireless facilities that it makes available for access by other wireless providers, on reasonable and non-discriminatory rates and terms that shall include use of the entire shared network, as to itself, an affiliate, or any other entity; or
  - 2. The wireless provider allows other wireless providers to collocate small wireless facilities, on reasonable and non-discriminatory rates and terms, as to itself, an affiliate, or any other entity.
- D. When determining whether a rate, fee, or term is reasonable and non-discriminatory for the purposes of this Section, consideration may be given to any relevant facts, including alternative financial or service remuneration, characteristics of the proposed equipment or installation, structural limitations, or other commercial or unique features or components.

**Section 580.200 Collocations On City Poles Within The Right-Of-Way.<sup>6</sup>**

- A. The provisions of this Section apply to collocations on City poles within the right-of-way by a wireless provider.
- B. Neither the City nor any person owning, managing, or controlling City poles in the right-of-way shall enter into an exclusive arrangement with any person for the right to attach to such poles. A person who purchases or otherwise acquires a City pole is subject to the requirements of this Section.
- C. The City shall allow the collocation of small wireless facilities on its poles using the process set forth in **Section 580.180**.
- D. An application shall include engineering and construction drawings, as well as plans and detailed cost estimates for any make-ready work as needed, for which the applicant shall be solely responsible.
- E. Make-ready work shall be addressed as follows, unless the City (or its successor) and applicant agree to different terms in a pole attachment agreement:

---

<sup>6</sup> See 67.5114 RSMo.

1. The rates, fees, and terms and conditions for the make-ready work to collocate on a City pole shall be non-discriminatory, competitively neutral, and commercially reasonable, and shall comply with Sections 67.5110 to 67.5121, RSMo.;
  2. Unless the City allows the applicant to perform any make-ready work, the City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation by a wireless provider, including pole replacement if necessary, within sixty (60) days after receipt of a complete application. If applicable, make-ready work, including any pole replacement, shall be completed by the City within sixty (60) days of written acceptance of the good faith estimate and advance payment by the applicant. The City may require replacement of its pole on a non-discriminatory basis for reasons of safety and reliability, including a demonstration that the collocation would make the pole structurally unsound, including, but not limited to, if the collocation would cause a utility pole to fail a crash test; and
  3. The person owning, managing, or controlling the City pole shall not require more make-ready work than required to meet applicable codes or industry standards. Fees for make-ready work shall not include costs related to preexisting or prior damage or non-compliance unless the City had determined, prior to the filing of the application, to permanently abandon and not repair or replace the structure. Fees for make-ready work, including any pole replacement, shall not exceed actual costs or the amount charged to other communications service providers for similar work, and shall not include third party fees, charges, or expenses, except for amounts charged by licensed contractors actually performing the make-ready work.
- F. When a small wireless facility is located in the right-of-way of the State Highway System, equipment and facilities directly associated with a particular small wireless facility, including coaxial and fiber optic cable, conduit, and ground mounted equipment, shall remain in the utility corridor except as needed to reach a City or utility pole in the right-of-way but outside the utility corridor in which the small wireless facility is collocated.

**Section 580.210 Rates And Fees.<sup>7</sup>**

- A. This Section governs the rates and fees to collocate small wireless facilities on City poles and the rates and fees for the placement of utility poles, but does not limit the City's ability to recover specific removal costs from the attaching wireless provider for abandoned structures. The rates to collocate on City poles shall be non-discriminatory regardless of the services provided by the collocating applicant.

---

<sup>7</sup> See 67.5114 RSMo.

- B. The City shall not require a wireless provider to pay any rates, fees, or compensation to the authority or other person other than what is expressly authorized by Sections 67.5110 to 67.5121, RSMo., (while in effect) for the use and occupancy of a right-of-way, for collocation of small wireless facilities on utility poles in the right-of-way, or for the installation, maintenance, modification, operation, and replacement of utility poles in the right-of-way.
- C. Application fees shall be as follows:
1. The total fee for any application for collocation of small wireless facilities on existing City poles shall be one hundred dollars (\$100.00) per small wireless facility. An applicant filing a consolidated application under Subdivision (11) of Subsection (B) of **Section 580.180** shall pay one hundred dollars (\$100.00) per small wireless facility included in the consolidated application; and
  2. The total application fees for the installation, modification, or replacement of a pole and the collocation of an associated small wireless facility shall be five hundred dollars (\$500.00) per pole.
- D. Additional Fee Regulations.
1. The rate for collocation of a small wireless facility to a City pole shall be one hundred fifty dollars (\$150.00) per pole per year.
  2. The City shall not charge a wireless provider any fee, tax other than a tax authorized by Subdivision (3) below, or other charge, or require any other form of payment or compensation, to locate a wireless facility or wireless support structure on privately owned property, or on a wireless support structure not owned by the City.
  3. The City shall not demand any fees, rentals, licenses, charges, payments, or assessments from any applicant or wireless provider for, or in any way relating to or arising from, the construction, deployment, installation, mounting, modification, operation, use, replacement, maintenance, or repair of small wireless facilities or utility poles, if not allowed by Section 67.5116, RSMo., (while in effect).
  4. All fee amounts herein are as established by state law; and these amounts shall be automatically modified as provided by state law.

**Section 580.220 Authority Preserved.<sup>8</sup>**

Subject to the provisions of Sections 67.5110 to 67.5121, RSMo., (while in effect) and applicable Federal law, the City shall continue to exercise zoning, land use, planning, and permitting authority within its territorial boundaries, including with respect to wireless support structures and utility poles, except that the City shall not have or exercise any jurisdiction or authority over the design, engineering, construction, installation, or operation of any small wireless facility located in an interior structure or upon the site of any campus, stadium, or athletic facility not owned or controlled by the City, other than to comply with applicable codes.

**Section 580.230 Prior Agreements.<sup>9</sup>**

This Article shall not nullify, modify, amend, or prohibit a mutual agreement between the City and a wireless provider made prior to April 1, 2021, but an agreement that does not fully comply with Sections 67.5110 to 67.5121, RSMo., (while in effect) shall apply only to small wireless facilities and utility poles that were installed or approved for installation before April 1, 2021, subject to any termination provisions in the agreement. Such an agreement shall not be renewed, extended, or made to apply to any small wireless facility or utility pole installed or approved for installation after April 1, 2021, unless it is modified to fully comply with Sections 67.5110 to 67.5121, RSMo., (while in effect). In the absence of an agreement, and until such a compliant agreement or ordinance is entered or adopted, small wireless facilities and utility poles that become operational or were constructed before April 1, 2021, may remain installed and be operated under the requirements of Sections 67.5110 to 67.5121, RSMo., (while in effect).

**Section 580.240 Indemnification, Insurance, And Bonding Requirements.<sup>10</sup>**

- A. A wireless provider shall indemnify and hold the City and its elected and appointed officers and employees harmless against any damage or personal injury caused by the negligence of the wireless provider or its employees, agents, or contractors, ~~including but not limited to reasonable attorney's fees incurred by the City.~~
- B. A wireless provider shall have in effect insurance coverage consistent with this Section, or demonstrate a comparable self-insurance program, all in accordance with Section 580.090. A self-insured wireless provider does not need to name the City or its officers and employees as additional insured. A wireless provider shall furnish proof of insurance, if applicable, prior to the effective date of any permit issued for a small wireless facility.
- C. The bonding requirements of **Section 580.060** shall apply to small wireless facilities. The purpose of such bonds shall be to:

---

<sup>8</sup> See 67.5118 RSMo.

<sup>9</sup> See 67.5119 RSMo.

<sup>10</sup> See 67.5121 RSMo.

1. Provide for the removal of abandoned or improperly maintained small wireless facilities, including those that an authority determines need to be removed to protect public health, safety, or welfare;
  2. Restore the right-of-way in connection with removals under Section 67.5113, RSMo.;
  3. Recoup rates or fees that have not been paid by a wireless provider in over twelve (12) months, so long as the wireless provider has received reasonable notice from the City of any non-compliance listed above and been given an opportunity to cure;
  4. Bonding requirements shall not exceed one thousand five hundred dollars (\$1,500.00) per small wireless facility. For wireless providers with multiple small wireless facilities within the City, the total bond amount across all facilities shall not exceed seventy-five thousand dollars (\$75,000.00), which amount may be combined into one (1) bond instrument.
- D. Applicants that have at least twenty-five million dollars (\$25,000,000.00) in assets in the State and do not have a history of permitting non-compliance within the City shall, under Section 67.1830, RSMo., be exempt from the insurance and bonding requirements otherwise authorized by this Section.
- E. Any contractor, subcontractor, or wireless infrastructure provider shall be under contract with a wireless services provider to perform work in the right-of-way related to small wireless facilities or utility poles, and such entities shall be properly licensed under the laws of the State and all applicable City ordinances. Each contracted entity shall have the same obligations with respect to his or her work as a wireless services provider would have under this Section, under Sections 67.5110 to 67.5121, RSMo., and other applicable laws if the work were performed by a wireless services provider. The wireless services provider shall be responsible for ensuring that the work of such contracted entities is performed consistently with the wireless services provider's permits and applicable laws relating to the deployment of small wireless facilities and utility poles, and responsible for promptly correcting acts or omissions by such contracted entity.

**Section 580.250 Expiration.<sup>11</sup>**

The provisions contained within this Article II shall expire at such time that Sections 67.5110 to 67.5122, RSMo., expire, except that for small wireless facilities already permitted or collocated on City poles prior to such date, the rate set forth in this Article

---

<sup>11</sup> See 67.5121 RSMo.



for collocation of small wireless facilities on City poles shall remain effective for the duration of the permit authorizing the collocation.”

**SECTION 3:** Saving clause. That nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 4:** If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

**SECTION 5:** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Presiding Officer of the Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Robert Sweeney



## CITY COUNCIL AGENDA ITEM STAFF REPORT

---

<b>MEETING DATE:</b>	April 9, 2021
<b>SUBJECT:</b>	Usage of public rights-of-way & Small Cell Telecommunication
<b>DEPARTMENT:</b>	Community Development
<b>PROJECT MANAGER:</b>	David B. Bookless, Director
<b>ACTION:</b>	Approval
<b>ATTACHMENTS:</b>	Ordinance

---

Staff is requesting Council approve an amendment to Title V of Arnold Code of Ordinances, *Building and Construction*, in order to add a new chapter addressing the use of public rights-of-way, and more particularly to allow placement of “small cell” facilities therein.

With technological advances in telecommunications, such as “5G”, the infrastructure necessary for these new systems look completely different than the wireless infrastructure we have seen in the past. We are used to what are called *macro cells*—those tall cell towers you see along highways and on city rooftops. *Small cells* are ...smaller. A small cell installation consists of small radio equipment and antennas that can be placed on structures such as streetlights, the sides of buildings, or poles. They are lower-power cell sites that are installed every few blocks, instead of miles apart, because the airwaves in the part of the spectrum they utilize does not travel far as that utilized by macro cells. However, the tradeoff is that the part of the spectrum they utilize allows larger quantities of data to be transmitted at much higher speeds.

In response to changes in Federal law enabling the deployment of this new infrastructure, the Missouri Legislature enacted changes in related statutes regarding small cells (HB 19914 (2018)). The legislation gives the right to telecommunication providers to place certain facilities in the public right-of-way to include towers and antennas, subject to certain provisions.

As noted above, the wireless antennas can either be mounted on existing and new streetlights, utility poles, or can be enclosed within a new pole. Both federal and state laws severely limit municipal authority to regulate the installation of wireless facilities, including the locations and aesthetics. Per statute and the attached draft, wireless providers are required to obtain right-of-way work permits through the City and pay associated fees. While the City makes every effort encourage providers to use existing poles and performs an administrative architectural review in some cases, the City has very little legal authority to impact the location and appearance of the installations.

The draft before you includes provisions related to small cells consistent with HB 19914 (2018); and therefore staff recommends approval. Please see the following page for some examples of what the technology may look like in the field.





## CITY COUNCIL AGENDA ITEM STAFF REPORT

---

<b>MEETING DATE:</b>	April 15, 2021
<b>SUBJECT:</b>	Peddlers, Solicitors, and Canvassers and Mobile Food Vehicles
<b>DEPARTMENT:</b>	City Attorney, City Clerk, Community Development
<b>PROJECT MANAGER:</b>	David B. Bookless
<b>ACTION:</b>	Approval
<b>ATTACHMENTS:</b>	Ordinances (2)

---

### Background

Staff has received multiple inquiries about “food trucks” being allowed in the City of Arnold. Food trucks aren’t specifically addressed in the Zoning or the Business Regulations chapters of the Code of Ordinances, however they have provisionally been treated as a “peddler”. The inquiries came from both food truck operators and from people concerned about their impact on existing “brick and mortar” restaurants.

At its April 8, 2021 work session, the Council discussed a number of business regulations and licensing issues related to peddlers, solicitors, and canvassers were in need of minor revision. Additionally discussed was that the Code did not address mobile food vehicles (AKA “food trucks”).

### Analysis

Food trucks wanting to locate in Arnold, and there being people concerned about it, isn’t a contradiction unique to Arnold. There are multiple competing interests interested in the topic and there are a myriad of ways to approach the topic. Part of the reason there are many approaches is that there are a variety of issues to consider in order to mitigate the adverse impacts that may be associated with food trucks. Issues include, but are not limited to:

- 1) The impact on “brick and mortar” restaurants and the potential unfair competitive advantage food trucks may have including, but not limited to:
  - a. Zoning. Restaurants are generally limited to *commercial* and *industrial* districts whereas food trucks could potentially locate in any zoning district. Additionally, restaurants are subject to particular parking requirements, signage limitations, building and fire code requirements, etc.
  - b. Placement. A food truck could potentially locate in front of an existing “brick and mortar” restaurant, interfering with visibility, reducing available parking, or confusing patrons as to whether the mobile food vendor is associated with the restaurant.

- c. *Taxes & Fees.* “Brick and mortar” restaurants pay property taxes (directly or indirectly via a landlord), utility taxes, sales taxes, and business licensing fees. Food trucks *may* pay sales taxes and business licensing fees; however, the amount of sales tax collected and owed can prove difficult to verify due to the transient nature of the business. Food trucks don’t pay property or utility taxes, unless they have a commissary located in Arnold.
- 2) Operational concerns associated with food trucks, including:
- a. Hours of operation.
  - b. Traffic, parking, and pedestrian impacts.
  - c. Signage, lighting, and sound/noise impacts.
  - d. Litter, waste disposal, odors, health issues, and other nuisances.

### **Approach**

How different communities handle food trucks can generally be grouped into three categories: (1) Prohibit them altogether, (2) Allow them unrestricted; or (3) Allow them with restrictions. Based upon Council discussion, the approach being proposed is to *allow them with restrictions* by amending two chapters of the Code of Ordinances (Ch. 605 Business Regulations & Ch. 405 Zoning). Specifically, every food truck would be required to acquire a permit from the City Clerk, subject to a number of regulations governing both operational (e.g. Safety, signs, noise, trash, waste, etc.) and administrative (e.g. taxes, County & State licensing, dates/times of operation, etc.) issues. An ordinance amending the Business Regulations addressing this is before you tonight. Food trucks would be a permitted use (i.e. “by right”) in the City’s *manufacturing zoning districts* in order to serve the workforces in those areas (e.g. “Food Truck Fridays”), while not directly competing with “brick and mortar” restaurants, which are all currently located only in the City’s *commercial zoning districts*. Additionally, food trucks would be allowed in *all other zoning districts* with the issuance of a *Special Events Permit* from the Community Development Department. Special Events Permits could conceivably be for happenings such as sales and promotional events (e.g. Grand openings, sidewalk sales, etc.), civic events (e.g. Fundraisers, carnivals, etc.), or private events (e.g. Employee appreciation day, Home Owner Association-sponsored happening, etc.). Amendments to the Zoning Ordinance will be necessary to allow for food trucks by right in industrial districts and for “special events”, and *will be* going to the Planning Commission before *returning* to Council for consideration.

As previously mentioned, food trucks have provisionally been allowed by classifying them as a “peddler”. Although they would no longer be governed by the chapter of the Code of Ordinances regulating peddlers (Ch. 610 Peddlers and Solicitors), amendments to that chapter are also proposed in order to update the language in that section. Revisions include registration requirements and provisions enabling residents to be added to an official “*No Visit*” list where peddlers, solicitors, and canvassers are either prohibited or restricted. Also included in the amendments is an allowance for the operation of ice cream trucks subject to their registration with the City. An ordinance amending the Business Regulations addressing this is before you tonight.

### **Request**

Staff requests Council favorable consideration of the two (2) ordinances.

**AN ORDINANCE ADDING CHAPTER 605.400 TO THE CITY OF ARNOLD  
MUNICIPAL CODE PERTAINING TO MOBILE FOOD VEHICLES**

---

**WHEREAS**, the Mayor and City Council of the City of Arnold, Missouri wish to add language to the Municipal Code pertaining to the operation of mobile food vehicles within the City Limits; and

**WHEREAS**, the Arnold Planning & Zoning Commission has reviewed and discussed the proposed language regarding mobile food vehicles and has recommended adopting the language included herein; and

**WHEREAS**, the most appropriate way to add language about mobile food vehicles is to add a new chapter to the City of Arnold Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:**

**Section 1.** That the following language shall be added to the City of Arnold, Missouri Municipal Code as Chapter 605.400:

**“Chapter 605.400 Mobile Food Vehicles**

**Section 605.400.010 Definitions**

When used in this Chapter, the following words shall have the following meanings:

**MOBILE FOOD VEHICLE**

A motorized vehicle or a tow-behind trailer, sometimes referred to as a “food truck”, “catering truck”, “food vending cart”, or “mobile kitchen”, that may temporarily park in an area and engage in the service, sale, or distribution of ready-to-eat food for individual portion service to the general public.

**MOBILE FOOD VENDOR**

The registered owner of a mobile food vehicle or the owner’s agent, employee, operator, or representative; as used herein, “vendor” shall have the same definition.

**VEHICLE**

A machine propelled by power other than human power, designed to travel along the ground by use of wheels, treads, runners, or slides and transport persons or property or pull machinery and shall include, without limitation, automobile, truck, trailer, motorcycle, buggy, and wagon and any part thereof.

### **Section 605.400.015 Scope**

The provisions of this Chapter apply to mobile food vehicles engaged in the business of cooking, preparing, and distributing food or beverage with or without charge upon or in public and private spaces. This Chapter does not apply to ice cream trucks as governed by Chapter 610 and may not apply to mobile food vehicles hired by the City for City-sponsored events, fairs, functions, or festivals.

### **Section 605.400.020 Permit Required; Application**

- A. It shall be unlawful for any person or entity including, but not limited to, any religious, charitable, or non-profit organization, to operate a mobile food vehicle within the City of Arnold without a permit.
- B. All mobile food vehicle vendor permits issued under this Chapter shall be conspicuously posted on the vehicle at all times.
- C. Any mobile food vendor desiring to operate a mobile food vehicle within the City Limits shall submit an application for such permit to the City Clerk.
- D. The submitted application shall include all supporting documents as required by the City which may include, but shall not be limited to, proof of liability insurance, proof of any applicable health and safety inspections, written permission from the property owner on which the mobile food vehicle is to be located, and any other documents deemed necessary to determine the function and safety of the mobile food vehicle.
- E. Each permit shall be valid for a minimum of one (1) and a maximum of five (5) days.
- F. No mobile food truck will be authorized to operate within the City of Arnold for more than five (5) consecutive days at a time or for more than fifteen (15) days per month.
- G. The City shall reserve the right to revoke any approved permit for cause.

### **Section 605.400.025 Fees**

- A. An application fee of \$25.00 is required for each permit. .

### **Section 605.400.030 Regulations**

In addition to all other requirements of this Chapter:

- A. No mobile food vendor shall park, stand, locate, or conduct business at any location

where the permit holder has not been authorized to operate.

- B. Mobile Food Vendors shall only be permitted in the zoning districts where such use is specifically defined as a permitted use in the Arnold Zoning Ordinance, except as authorized per Section 405.050 (C)(21), *Special Events*.
- C. No mobile food vendor shall operate on private property without first obtaining written consent from the affected property owner. A private property owner shall not permit parking by a mobile food vehicle until a mobile food vehicle permit has been granted by the City.
- D. No mobile food vendor shall operate a mobile food vehicle within five hundred (500) feet of any fair, festival, special event, or civic event that has been approved by the City of Arnold unless the vendor has been approved as part of the event.
- E. Mobile Food Vendors shall be prohibited on vacant, unimproved, or unpaved lots.
- F. Mobile food vendors must, at all times, possess a valid Food and Beverage Permit from the Jefferson County Health Department.
- G. If applicable, Mobile food vendors must, at all times, possess a valid permit from the Rock Community Fire Protection District.
- H. Mobile Food Vendors shall comply with all applicable Federal, State, County, and local laws, rules, and regulations without limitation.
- I. Mobile food vehicles may begin selling or distributing products at 6:00 am and must cease selling or distributing products by 10:00 pm.
- J. All equipment and utensils used to prepare, process, and serve food shall be adequately secured while the mobile food vehicle is in transit. This shall include, but shall not be limited to, appliances, bowls, coolers, cups, knives, plates, and storage bins and containers.
- K. Auxiliary engines, batteries, battery chargers, compressors, generators, and other gas-powered and similar equipment shall be installed to be accessible only from the outside of the mobile food vehicle.
- L. Any power or fuel required for the mobile food vehicle shall be self-contained and mobile food vehicles shall not use utilities drawn from the public right-of-way. Mobile food vehicles located on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any City street, alley, or sidewalk.



- M. Mobile Food Vendors' vehicles and other equipment shall not be stored outdoors overnight on any property within the City other than property owned by the operator of the Mobile Food Vendor on which such operator has a fixed-based food service operation.
- N. The customer service area for mobile food vehicles shall be on the side of the truck that faces the curb, lawn, or sidewalk when parked. No food service shall be provided on the driving lane side of the truck.
- O. No food shall be prepared, cooked, or assembled outside the mobile food vehicle.
- P. Mobile food vendors shall provide a waste container with a self-closing lid for public use which the vendor shall empty at his/her own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the mobile food vendor at least each day and as often as reasonable to protect the public health, safety, and welfare. Spills of food or food by-products shall be cleaned up, and no dumping of gray water within the City shall be permitted. At the City's discretion, a refundable cash deposit may be required in order to ensure compliance with this provision.
- Q. The use by a Mobile Food Vendor of any temporary structure other than a vehicle or cart described in this Chapter is prohibited.
- R. Mobile Food Vendors may utilize outside seating consisting of one (1) portable table with a maximum seating capacity of four (4).
- S. No mobile food vehicle shall make or cause to be made any public nuisance.
- T. No mobile food vehicle shall sound or permit the sounding of any device which produces a loud and raucous noise or use or operate any loudspeaker, public address system, radio, sound amplifier, or similar device to attract the attention of the public or otherwise causes a nuisance.
- U. Signage is only allowed when permanently affixed on mobile food vehicles. No separate freestanding signs are permitted except for one (1) "A-frame or "sandwich board type sign.
- V. All exterior lights shall be designed so that the light source is shielded with an opaque material and is not visible at adjacent businesses or residences at a height greater than five (5) feet.
- W. No flashing, blinking, or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers.

- X. Mobile food vehicles shall be parked in conformance with all applicable parking restrictions when parked on public streets.
- Y. Mobile Food Vehicles shall not be permitted to stand within public right-of-way or on the grounds of any government office, facility, public park, recreation area, or other similar public land within the City, which is under the control, operation, or management of the City except as authorized herein.
- Z. The issuance of a mobile food vehicle permit does not grant or entitle the vendor to the exclusive use of any street or parking space.
- AA. Mobile food vehicles shall not in any way restrict or interfere with the ingress or egress of the abutting property owner or tenant or otherwise hinder the lawful parking or operation of other vehicles.
- BB. Mobile food vehicles shall not increase traffic congestion or delay, constitute a hazard to traffic, life, or property, or constitute an obstruction to adequate access to ambulances, fire apparatus, police cars, sanitation vehicles, or other similar vehicles and equipment.
- CC. Mobile food vehicles shall not operate within:
  - a. Fifteen (15) feet of any entranceway to any building;
  - b. Fifteen (15) feet of any driveway entrance to a police station, fire station, ambulance shed, or other structure containing an emergency response vehicle;
  - c. Fifteen (15) feet of any other driveway;
  - d. One hundred (100) feet of a crosswalk or intersection;
  - e. Twenty-five (25) feet of any bus stop sign;
  - f. Two hundred fifty (250) feet of an existing restaurant during the hours when such restaurant is open for business unless given written consent from the restaurant owner.

**Section 605.400.035 Enforcement/Failure to Comply**

- A. Any person operating a mobile food vehicle in violation of any provision of this Chapter shall be subject to all other enforcement provisions of the Code.
- B. Each day that a person operates a mobile food vehicle in violation of this Chapter shall be a separate and additional violation.

- C. Any permit issued under this Chapter may be revoked, suspended, or not renewed by the City Administrator or City Clerk for failure to comply with the provisions of this Chapter and any rules or regulations promulgated by the City of Arnold.”

**Section 2.** That if any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinctive, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**Section 3.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

READ TWO TIMES, PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ of 2021.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

1st reading: \_\_\_\_\_

2nd reading: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Robert Sweeney

**AN ORDINANCE REGULATING ICE CREAM TRUCKS, PEDDLERS, SOLICITORS AND CANVASSERS, ESTABLISHING REGISTRATION REQUIREMENTS FOR THE FORMER TWO, ESTABLISHING PROTECTIONS FOR HOMEOWNERS DESIRING TO AVOID PEDDLERS, SOLICITORS AND CANVASSERS, REGULATING HANDBILLS AND PROVIDING PENALTIES FOR VIOLATIONS**

---

**WHEREAS**, many citizens of this community expect their local government to assist them in preserving their privacy and avoiding petty annoyances that disrupt the quiet enjoyment of their homes, and

**WHEREAS**, other persons often desire to interrupt the quiet enjoyment of one’s home to solicit donations for causes believed to be worthy of support, or to canvas for support for particular religious, ideological, or political causes or for reasons of prompting commerce, and

**WHEREAS**, an important part of the freedom enjoyed by all citizens and residents of the United States is the right to speak freely, to express ideas that may be unpopular, and to engage others in debate without government interference, and

**WHEREAS**, the Supreme Court of the United States has consistently recognized the right and obligation of local governments to protect their citizens from fraud and harassment, particularly when solicitation of money is involved, and

**WHEREAS**, it is the responsibility of all units of government to balance these competing interests in a manner consistent with the Constitution of the United States and of Missouri, while attempting to minimize fraud, prevent crime, and protect the privacy of our citizens.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:**

**SECTION 1.** Chapter 610 (Peddlers and Solicitors) of the City of Arnold Code of Ordinances, inclusive, is hereby repealed and amended, so as to read in its entirety as follows:

**“Chapter 610 Peddlers, Solicitors, and Canvassers**

**Section 610.010 Definitions.**

As used in this Chapter, the following terms shall have the indicated meaning:

**ICE CREAM TRUCK**

Every motor vehicle, except those governed by Section 605.400 of the Code, in which ice cream, popsicles, ice sherbets, or frozen desserts of any kind are carried for the purposes of selling at retail sale on the city streets, and who continuously stop-and-go and do not park at any one (1) location to provide continuing service. For purposes of this Chapter, Ice Cream Trucks shall be considered a “peddler” and all persons driving such vehicles, and if other than the driver, providing service are required to obtain a permit/identification card as required herein.

## **ISSUING OFFICER**

The City Clerk of Arnold, Missouri.

### **PEDDLER**

Includes any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service. A “peddler” does NOT include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a “solicitor.”

### **SOLICITOR**

Includes any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of (1) attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service, or (2) distributing a handbill or flyer advertising a commercial event or service.

### **CANVASSER**

Includes any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of (1) attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or (2) distributing a handbill or flyer advertising a non-commercial event or service.

### **Section 610.015 Exceptions.**

A. This ordinance shall not apply to:

1. Federal, state or local government employees or a public utility employees in the performance of his/her duty for his/her employer; or
2. Children under the age of 18 that are soliciting on behalf of a nonprofit youth organization such as, but not limited to, the Boy Scouts of America, the Girl Scouts of the USA, the Baden-Powell Service Association, sports leagues, etc.

### **Section 610.020 Permit/Identification Card Required for Peddlers and Solicitors, available for Canvassers.**

No person shall act as a peddler or as a solicitor within the city without first obtaining a permit/identification card in accordance with this ordinance. A canvasser is not required to have a permit/identification card but any canvasser wanting a permit/identification card for the purpose of reassuring city residents of the canvasser’s good faith shall be issued one upon request.

### **Section 610.025 Fee.**

The fee for the issuance of each permit/identification card shall be thirty-five dollars (\$35.00) for such permit/identification card that is valid for six (6) months from its date of issuance or the term requested, whichever is less.

### **Section 610.030 Application for Permit/Identification Card.**

Any person or organization (formal or informal) required to obtain or voluntarily seeking one or more permit/identification cards shall complete an application form at the office of the issuing officer, during regular office hours.

### **Section 610.035 Contents of Application.**

A. All applicants (person or organization) shall provide the following information:

1. Name of applicant.
2. The permanent and (if any) local address of the applicant.
3. If employed, the name and address of employer, together with credentials establishing the exact relationship;
4. Credentials for the person for which the applicant proposes to do business, authorizing the applicant to act as such representative;
5. The name, physical description, and photograph of each person for which a card is requested. In lieu of this information, a driver's license, state permit/identification card, passport, or other government-issued permit/identification card (issued by a government within the United States) containing this information may be provided, and a photocopy taken.
6. The permanent and (if any) local address of each person for whom a card is requested.
7. Date and place of birth for each person for whom a card is requested and the social security number of such person.
8. A list of all infraction, offense, misdemeanor and felony convictions of each person for whom a card is requested for the seven years immediately prior to the application.
9. The motor vehicle make, model, year, color, and state license plate number of any vehicle which will be used by each person for whom a card is requested.
10. A brief description of the proposed activity related to this permit/identification card. (Copies of literature to be distributed may be substituted for this description at the option of the applicant).
11. In addition, if a card is requested for a peddler, the following information shall be provided:
  - a. The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal).
  - b. A copy of the principal's sales tax license as issued by the state of Missouri, provided that no copy of a license shall be required of any business which appears on the city's annual report of Sales Tax payees as

provided by the Missouri Department of Revenue.

- c. The location where books and records are kept of sales which occur within the city and which are available for city inspection to determine that all city sales taxes have been paid.
12. In addition, if a card is requested for a solicitor, the following information shall be provided:
- a. The name and permanent address of the organization, person, or group for whom donations (or proceeds) are accepted.
  - b. The web address for this organization, person, or group (or other address) where residents having subsequent questions can go for more information.
13. Any other information the applicant wishes to provide, perhaps including copies of literature to be distributed, references to other municipalities where similar activities have occurred, etc.

#### **Section 610.040 Bond Prerequisite to Issuance.**

Before any license, as provided by this Chapter, shall be issued for engaging in the businesses as defined in Section 610.010 of this Chapter in the City, such applicant shall file with the City Clerk a bond running to the City in the sum of three thousand dollars (\$3,000.00) executed by the applicant, as principal, and a surety bond upon which service of process may be made in the State; such bond to be approved by the City Attorney, conditioned that the applicant shall comply with all of the provisions of the ordinances of the City and the Statutes of the State regulating and concerning the sale of goods, wares and merchandise, and will pay all judgments rendered against such applicant for any violation of such ordinances or Statutes, or any of them, together with all judgments and costs that may be recovered against him/her by any person or persons for damage growing out of any misrepresentation or deception practiced on any person transacting such business with such applicant, whether such misrepresentations or deceptions were made or practiced by the owners or by their servants, agents, or employees, either at the time of making the sale or through any advertisement of any character whatsoever, printed or circulated with reference to the goods, wares and merchandise sold or any part thereof, and guaranteeing to any citizen of the City that property purchased will be delivered according to the representations of the applicant. Action on the bond may be brought in the name of the City to the use of the aggrieved person. Such bond must be approved by the City Attorney, both as to form and as to the responsibility of the sureties thereon. The bond amount shall be adjusted annually according to the Consumer Price Index as published by the United States Bureau of Labor Statistics for the St. Louis, Missouri metropolitan area.

#### **Section 610.045 Issuance of Permit/Identification Card.**

- A. The permit/identification card(s) shall be issued promptly after application but in all cases within five business days of completion and acceptance of an application, unless it is determined within that time that:
  1. The applicant has been convicted of a felony or a misdemeanor involving moral turpitude within the past seven years,
  2. With respect to a particular card, the individual for whom a card is requested has

been convicted of any felony or a misdemeanor involving moral turpitude within the past seven (7) years, or

3. Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect.

**Section 610.050 Investigation.**

All applicants for a permit/identification card shall undergo a fingerprint-based state background check by the Missouri Criminal Justice Information Services (CJIS) Division of the Missouri State Highway Patrol.

**Section 610.055. Permit/Identification Card — Not An Endorsement.**

No person holding a permit/identification card, or an agent, member or representative of the same, shall advertise, represent or hold out in any manner that such permit/identification card is an endorsement of the holder by the City or by any member of the City administration or City Council thereof or by any organization which any of the same may represent.

**Section 610.060 Denial; Administrative Revocation.**

If the issuing officer denies (or upon completion of an investigation revokes) the permit/identification card to one (1) or more persons he or she shall immediately convey the decision to the applicant orally and shall within five (5) business days after the denial prepare a written report of the reason for the denial which shall be immediately made available to the applicant. Upon receipt of the oral notification, and even before the preparation of the written report, the applicant shall have at his option an appeal of the denial of his application before the City Administrator. This appeal must be made within ten (10) days of the oral notification. The City Administrator will schedule an appeal hearing within ten (10) days of the request, due notice of which is to be given to the public and the applicant. In the case of revocation, all activities otherwise authorized shall cease until such time as an appeal reverses said revocation.

**Section 610.065 Hearing On Appeal.**

If the applicant requests a hearing under Section 610.060, review from the decision (on the record of the hearing) shall be had to the Circuit Court of Jefferson County, as provided in Chapter 536 RSMo.

**Section 610.070 Display of Permit/Identification Card.**

Each permit/identification card shall be (when the individual for whom it was issued is acting as a peddler or solicitor) worn on the outer clothing of the individual, as so to be reasonably visible to any person who might be approached by said person.

**Section 610.075 Validity of Permit/Identification Card.**

A permit/identification card shall be valid within the meaning of this ordinance for a period of six (6) months from its date of issuance or the term requested, whichever is less.

**Section 610.080 Revocation of Card.**

A. In addition to the administrative revocation of a permit/identification card, a card may be



revoked for any of the following reasons:

1. Any violation of this Ordinance by the applicant or by the person for whom the particular card was issued.
2. Fraud, misrepresentation or incorrect statement made in the course of carrying on the activity.
3. Conviction of any felony or a misdemeanor involving moral turpitude within the last seven years.
4. Conducting the activity in such a manner as to constitute a violation of the Code of Ordinances, a breach of the peace or a menace to the health, safety or general welfare of the public.

B. The revocation procedure shall be initiated by the filing of a complaint by the city attorney or the issuing officer pursuant to the state Administrative Procedure Act, and a hearing as provided in Section 610.060 above.

**Section 610.085 “No Visit” List.**

The issuing officer shall maintain a list of persons within the city who restrict visits to their residential property (including their leasehold, in the case of a tenant) by peddlers, solicitors, and canvassers. The issuing officer may provide a form to assist residents, and this form may allow the resident to select certain types of visits that the resident finds acceptable while refusing permission to others. This “no visit” list shall be a public document, reproduced on the city’s web site, and available for public inspection and copying. A copy of the “no visit” list shall be provided to each applicant for and each recipient of a permit/identification card. If a canvasser chooses not to apply for a permit/identification card, it will be the responsibility of that canvasser to obtain in some other way a copy of the current “no visit” list.

**Section 610.090 Distribution of Handbills and Commercial Flyers.**

- A. In addition to the other regulations contained herein, a solicitor or canvasser leaving handbills or commercial flyers about the community shall observe the following regulations:
1. No handbill or flyer shall be left at, or attached to any sign, utility pole, transit shelter or other structure within the public right-of-way. City officers are authorized to remove any handbill or flyer found within the right-of- way.
  2. No handbill or flyer shall be left at, or attached to any privately-owned property in a manner that causes damage to such privately owned property.
  3. No handbill or flyer shall be left at, or attached to any of the property:
    - a. Listed on the city “no visit” list, or
    - b. Having a “no solicitor” sign of the type described in Section 610.095, subsection (A) or (B).
  4. Any person observed distributing handbills or flyers shall be required to identify himself/herself to the police (either by producing a permit/identification card or

other form of identification). This is for the purpose of knowing the likely identity of the perpetrator if the city receives a complaint of damage caused to private property during the distribution of handbills or flyers.

**Section 610.095 General Prohibitions.**

A. No peddler, solicitor or canvasser shall:

1. Enter upon any private residential subdivision where a sign visible from the right-of-way (public or private) indicating a prohibition against peddling, soliciting and/or canvassing. Such sign need not exceed one square foot in size and may contain words such as “no soliciting” or “no solicitors” in letters of at least two inches in height. (The phrase “no soliciting” or “no solicitors” shall also prohibit peddlers and canvassers).
2. Enter upon any private property where the property has clearly posted in the front yard a sign visible from the right-of-way (public or private) indicating a prohibition against peddling, soliciting and/or canvassing. Such sign need not exceed one square foot in size and may contain words such as “no soliciting” or “no solicitors” in letters of at least two inches in height. (The phrase “no soliciting” or “no solicitors” shall also prohibit peddlers and canvassers).
3. Remain upon any private property where a notice in the form of a sign or sticker is placed upon any door or entrance way leading into the residence or dwelling at which guests would normally enter, which sign contains the words “no soliciting” or “no solicitors” and which is clearly visible to the peddler, solicitor or canvasser.
4. Enter upon any private property where the current occupant has posted the property on the city’s “no visit” list (except where the posting form indicates the occupant has given permission for this type of visit), regardless of whether a front yard sign is posted.
5. Use or attempt to use any entrance other than the front or main entrance to the dwelling, or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property.
6. Remove any yard sign, door or entrance sign that gives notice to such person that the resident or occupant does not invite visitors.
7. Enter upon the property of another except between the hours of 9:00 A.M. and 6:00 P.M.
8. Shout, make any outcry, blow a horn, ring a bell or use any other sound device, including any loud speaking radio or amplifying system, upon any of the streets, alleys, parks or other public places of the City, or upon any private premises in the City where sound of sufficient volume is emitted or produced therefrom capable of being plainly heard upon the streets, avenues, alleys, or parks or other public places for the purposes of attracting attention to any goods, wares or merchandise which such licensee proposes to sell; provided, however, that this prohibition shall not apply to Ice Cream Trucks selling ice cream products and other frozen dessert products that project continuous music or repetitive sounds, so long as such

projection does not disturb the peace or violate Chapter 220, *General Nuisances*, of the Code of Ordinances.

9. No peddler, solicitor, or canvasser may conduct their affairs from any right-of-way; provided, however, that this prohibition shall not apply to Ice Cream Trucks, as defined herein, selling ice cream products and other frozen dessert products from the paved portion of any right-of-way subject to the requirements and limitations contained in Section 610.110.

B. Except that the above prohibitions shall not apply when the peddler, solicitor, or canvassers has an express invitation from the resident or occupant of a dwelling allowing him/her to enter upon any posted property.

#### **Section 610.100 Duty of Police to Enforce.**

It shall be the duty of the Police Officers of the City to require any person seen soliciting or peddling, who is not known to such officer as to be duly permitted, to produce his/her solicitor's or peddler's permit/identification card and to enforce the provisions of this Chapter against any person found to be violating same, and to determine all places of business and persons in their respective territories and to examine all places of business and persons in their respective territories subject to the provisions of this Chapter to determine if this Chapter has been complied with.

#### **Section 610.105 Violation to be Prosecuted as Trespass.**

Any person violating any part of this ordinance shall, in addition to having violated this ordinance, have committed a trespass on such property, and which shall be prosecuted under the general trespass ordinance of the city. The penalty for such violation shall be the same as for any other trespass.

#### **Section 610.110 Additional Regulations for Ice Cream Trucks.**

- A. Ice Cream Trucks, as defined in Section 610.010, shall be subject to the following additional regulations:
  1. Operators of Ice Cream Trucks shall comply with all applicable health laws or regulations that the Jefferson County Health Department has adopted or may adopt relating to Ice Cream Trucks.
  2. Before operating an Ice Cream Truck in the City, the Person shall provide the City:
    - a. A copy all necessary approvals, licenses, and permits from the Jefferson County Health Department;
    - b. A copy of the Ice Cream Truck's license and registration form reflecting the vehicle identification number of the Ice Cream Truck; and
    - c. A copy of proof of Ice Cream Truck's insurance coverage.
  3. Notwithstanding the timing regulations herein, Ice Cream Trucks may only operate within the City between the hours of 11:00 A.M. to 7:00 P.M. on week days and 11:00 A.M. to 9:00 P.M. on the weekends.”

**SECTION 2.** Saving clause. That nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 3.** If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

**SECTION 4.** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

**SECTION 5.** This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

\_\_\_\_\_  
Presiding Officer of the Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Robert Sweeney

RESOLUTION NO. 21-13

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH NB WEST CONTRACTING TO UNDERTAKE THE  
ASPHALT STREET OVERLAY AND REPAIR PROJECT FOR THE CITY  
OF ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with NB West Contracting to undertake the Asphalt Street Replacement and Repair Project in the amount of up to \$500,000 for the 2021 Asphalt Street Project for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk, Tammi Casey

Date: \_\_\_\_\_

**BID PROJECT NAME: 2021 ASPHALT STREET OVERLAY**

COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	Bid Amount	Addendum #1	Addendum #2
FORD ASPHALT CO	BRAD FRITSCH		314-443-8133	<a href="mailto:BRITSCH@FORDASPHALT.COM">BRITSCH@FORDASPHALT.COM</a>			
NB WEST CONTRACTING	ROBERT BOND	18637 US HIGHWAY 66 PACIFIC, MO 63069	314-962-3145	<a href="mailto:RBOND@NBWEST.COM">RBOND@NBWEST.COM</a>	\$609,809.00	X	X
DODGE PLAN ROOM	BONNY MANGOLD	2860 S STATE HWY 61 STE 160 #501 GRAND PRAIRIE, TX 75052		<a href="mailto:DODGE.DDGS@CONSTRUCTION.COM">DODGE.DDGS@CONSTRUCTION.COM</a>			
PRIME VENDOR INC	KIM JONES	4622 CEDAR AVE WILMINGTON, NC 28403	910-805-9650	<a href="mailto:PRIMEVENDOR123@GMAIL.COM">PRIMEVENDOR123@GMAIL.COM</a>			
CONSTRUCT CONNECT	SAMANTHA MCCOY		513-458-8601	<a href="mailto:SAMANTHA.MCCOY@CONSTRUCTCONNECT.COM">SAMANTHA.MCCOY@CONSTRUCTCONNECT.COM</a>			
ADVANCED DRAINAGE SYSTEMS INC	CRAIG DAHLGREN	4640 TRUEMAN BLVD HILLIARD, OH 43026	314-296-1595	<a href="mailto:CRAIG.DAHLGREN@ADS-PIPE.COM">CRAIG.DAHLGREN@ADS-PIPE.COM</a>			
SPENCER CONTRACTING	PAT BUTTNER	3073 ARNOLD TENBROOK ARNOLD, MO 63010	314-843-5166	<a href="mailto:PAT.BUTTNER@SPENCERCONTRACTING.COM">PAT.BUTTNER@SPENCERCONTRACTING.COM</a>	\$792,016.34	X	X
BYRNE & JONES CONSTRUCTION	KATIE CLEVER	13940 ST CHARLES ROCK ROAD ST LOUIS, MO 63044	314-567-7997	<a href="mailto:KCLEVER@BYRNEANDJONES.COM">KCLEVER@BYRNEANDJONES.COM</a>	\$654,736.40	X	X
L. KEELEY CONSTRUCTION	SCOTT HUSKEY	500 S EWING SUITE G ST LOUIS, MO 63103	314-421-5933	<a href="mailto:SHUSKEY@LKEELEY.COM">SHUSKEY@LKEELEY.COM</a>			
SOUTHERN ILLINOIS BUILDER'S ASSOC	ALEXIS CONAWAY	1468 N GREEN MOUNT ROAD O'FALLON, IL 62269	618-624-9055	<a href="mailto:WBIN3@SIBA-AGC.ORG">WBIN3@SIBA-AGC.ORG</a>			
THE BLUE BOOK	MARY O'CONNOR		800-431-2584 EXT 3028	<a href="mailto:MOCNNOR@MAIL.THEBLUEBOOK.COM">MOCNNOR@MAIL.THEBLUEBOOK.COM</a>			
E MEIER CONTRACTING	MIKE ROGAN	860 WESTWOOD INDUSTRIAL CT WELDON SPRINGS, MO 63304	314-269-4495	<a href="mailto:WROGAN@EMEIER.COM">WROGAN@EMEIER.COM</a>			
DURA SEAL	DENISE GRASS		636-464-1733	<a href="mailto:DENISE@DURASEALPAVING.COM">DENISE@DURASEALPAVING.COM</a>	\$786,767.28	X	X
E-PLAN ROOM	TAYLOR HORVATCH	1400 FORUM BLVD SUITE 7B COLUMBIA, MO 65203	573-447-7130	<a href="mailto:TAYLORH@EPLANBIDDING.COM">TAYLORH@EPLANBIDDING.COM</a>			
PACE CONSTRUCTION COMPANY LLC	CHRISTOPHER FINN	1620 WOODSON ROAD ST LOUIS, MO 63114	314-524-7223	<a href="mailto:CFINN@LIONMARK.COM">CFINN@LIONMARK.COM</a>			
KRUPP	MARK REIZER	415 OLD STATE ROAD ELLSVILLE, MO 63021	636-391-8844 EXT 108	<a href="mailto:RID@KRUPPMO.COM">RID@KRUPPMO.COM</a>			
JOKERST PAVING & CONTRACTING, INC	NICOLE JOKERST KRODINGER	12132 HWY CC PO BOX 637 FESTUS, MO 63028	636-937-7101 EXT 112	<a href="mailto:NICOLE@JOKERSTPAVING.COM">NICOLE@JOKERSTPAVING.COM</a>			

## Contract Agreement

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on \_\_\_\_\_ and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

### Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the **Asphalt Street Overlay and Repair Project** in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

### Article 2. TIME OF COMPLETION:

Work on the **Asphalt Street Overlay and Repair Project** must begin on April 26, 2021 and shall be carried on at a rate to secure its full completion by August 12, 2021. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

### DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per calendar day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Public Works Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on Addendum 1 of bid documents attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **Asphalt Street Overlay and Repair Project**.

Quantities may be added or deleted at any time during the contract. This contract is based on a quantity at a unit cost. The unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party.  
In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.



Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

- 285.530 RSMo. Work Authorization
- 292.675 RSMo. OSHA Training.
- RSMo. 34.353 et seq. American Products.
- 290-210 RSMo. Prevailing Wage

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. 1, and 2, the Bid, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD  
2101 Jeffco Blvd.  
Arnold, Missouri 63010

Contractor: \_\_\_\_\_  
Contractor Address:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Ron Counts, Mayor

By: \_\_\_\_\_  
Signature

ATTEST:

Title \_\_\_\_\_

By: \_\_\_\_\_  
Tammi Casey, City Clerk

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone No.

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 21-14

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH TRAFFIC CONTROL COMPANY TO UNDERTAKE  
THE CITY STREET AND PARKING LOT STRIPING PROJECT FOR  
THE CITY OF ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Traffic Control Company to undertake the City Street and Parking Lot Striping Project in the amount of \$43,848.06 for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk, Tammi Casey

Date: \_\_\_\_\_

**BID PROJECT NAME: STREET AND PARKING LOT STRIPING**

COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	Bid Amount
AMERICA'S PARKING REMARKING INC	VICKY NICKS		314-591-5643	<a href="mailto:GROTHVICKY@ATT.NET">GROTHVICKY@ATT.NET</a>	\$54,241.20
PRIME VENDOR INC	KIM JONES	4622 CEDAR AVE WILINGTON, NC 28403	910-805-9630	<a href="mailto:PRIMEVENDOR123@GMAIL.COM">PRIMEVENDOR123@GMAIL.COM</a>	
CONSTRUCT CONNECT	SAMANTHA MCCOY		513-458-8601	<a href="mailto:SAMANTHA.MCCOY@CONSTRUCTCONNECT.COM">SAMANTHA.MCCOY@CONSTRUCTCONNECT.COM</a>	
SOUTHERN ILLINOIS BUILDER'S ASSOC	ALEXIS CONAWAY	1468 N GREEN MOUNT ROAD O'FALLON, IL 62269	618-624-9055	<a href="mailto:WBN3@SIBA-AGC-ORG">WBN3@SIBA-AGC-ORG</a>	
E-PLAN ROOM	TAYLOR HORVATICH	1400 FORUM BLVD SUITE 7B COLUMBIA, MO 65203	573-447-7130	<a href="mailto:TAYLORH@EPLANBIDDING.COM">TAYLORH@EPLANBIDDING.COM</a>	
Traffic Control	Bobby Penick		636-225-7800	<a href="mailto:bjp@trafficcontrolcompany.com">bjp@trafficcontrolcompany.com</a>	\$43,848.06
Tramar					\$48,326.68
PACE CONSTRUCTION COMPANY LLC	CHRISTOPHER FINN	1620 WOODSON ROAD ST LOUIS, MO 63114	314-524-7223	<a href="mailto:CFINN@LIONMARK.COM">CFINN@LIONMARK.COM</a>	

## Contract Agreement

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between \_\_\_\_\_, hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on \_\_\_\_\_ 2021, and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

### Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the Street Striping Project in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

### Article 2. TIME OF COMPLETION:

Work on the Street and Parking Lot Striping Project must be complete in 60 working days. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

### DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Public Works Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

### Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on March 12, 2021 bid of \$ 43,848.06 attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the Street and Parking Lot Striping Project.

Quantities may be added or deleted at any time during the contact. This contract is based on a quantity at a unit cost.

The above unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

#### Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

#### Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

**Article 6. INSURANCE:**

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

**Article 7. STATUTORY AND REGULATORY COMPLIANCE:**

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

285.530 RSMo. Work Authorization  
292.675 RSMo. OSHA Training.  
RSMo. 34.353 et seq. American Products.  
290-210 RSMo. Prevailing Wage

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

**Article 8. THE CONTRACT DOCUMENTS:**

The Advertisement, Information for Bidders, the Specifications, the Bid, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

**SIGNATURES ON NEXT PAGE**

CONTRACT SIGNATURES

CITY OF ARNOLD  
2101 Jeffco Blvd.  
Arnold, Missouri 63010

Contractor: \_\_\_\_\_

Contractor Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Ron Counts, Mayor

By: \_\_\_\_\_  
Signature

Title \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Tammi Casey, City Clerk

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(SEAL)

\_\_\_\_\_  
Telephone No.

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



RESOLUTION NO: 21-15

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
MULTI-YEAR CONTRACT WITH PORTABLE WATER CLOSET

---

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Parks and Recreation Department, is hereby authorized to accept Portable Water Closet's proposal for a three year fixed rate agreement for citywide portable water closets. The agreement terms are fixed at a not-to-exceed a rate per unit, unless mutually agreed upon by both parties. Contract period is budget year 2021 until 2023.

A copy of said contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
TAMMI CASEY, CITY CLERK

Date: \_\_\_\_\_

# PORTABLE WATER CLOSET, llc

---

300 E DAVIS ST. ST LOUIS, MO 63111 | 3142931800 | INFO@PORTABLEWATERCLOSET.COM

**05 APRIL 2021**

City of Arnold

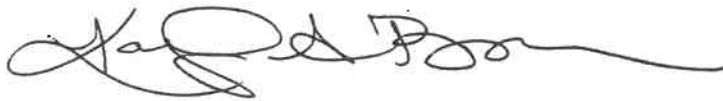
**Dear City of Arnold:**

As a locally owned and operated company, and personally living near Arnold, it has been on honor to work with the city on their portable sanitation needs over the last several years. It is for that reason we are pleased to announce we will be keeping our prices the same going into the 2021-2023 years contract.

We hope to continue to do business with the City of Arnold for the years to come!

Thank you for your time.

**Sincerely,**



**Kathryn A Barcom, President**

*PORTABLE WATER CLOSET, LLC IS CERTIFIED AS A WOMEN'S BUSINESS ENTERPRISE (WBE)  
THROUGH THE WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL (WBENC).  
WE ARE PROUD TO BE RECOGNIZED AND ARE THANKFUL TO THE  
COMMITMENT OF SUPPLIER DIVERSITY THAT IS EMBRACED TODAY.*

RESOLUTION NO. 21-16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH BYRNE ELECTRIC COMPANY TO UNDERTAKE  
THE 2912 ELECTRIC UPGRADE AND HVAC ELECTRIC PROJECT  
FOR THE CITY OF ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Byrne Electric Company to undertake the 2912 Arnold Tenbrook Electric upgrade and HVAC Electric Project in the amount of up to \$ 32,765.00 for the 2021 Asphalt Street Project for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk, Tammi Casey

Date: \_\_\_\_\_

BID PROJECT NAME: 2021 2900 Arnold Tenbrook UTILITY AND HVAC									
COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	Bid #1 Electrical	Bid #2 HVAC	Bid #3 Combined	Addendum#1	Addendum#2
DEKA SERVICE	DEAN BOWLIN	1802 LARKIN WILLIAMS ROAD FENTON, MO 63026	636-600-1466	DEAN@DEKASERVICE.NET					
DODGE PLAN ROOM	BONNY MANGOLD	2880 S STATE HWY 461 STE 160 #501 GRAND PRAIRIE, TX 75052		DODGE.LOCS@CONSTRUCTION.COM					
PRIME VENDOR INC	KIM JONES	4622 CEDAR AVE WILMINGTON, NC 28403	910-805-9630	KIM@VENDOR123@GMAIL.COM					
CONSTRUCT CONNECT	SAMANTHA MCCOY		513-458-8601	SAMANTHAMCCOY@CONSTRUCTCONNECT.COM					
BYRNE ELECTRIC COMPANY	E. BRIAN WETTEROFF	9606 SOUTH BROADWAY ST LOUIS, MO 63125	314-544-4071	EBW@BYRNEELECTRIC.COM	\$21,140.00				
SOUTHERN ILLINOIS BUILDERS ASSOC	ALEXIS CONAWAY	1468 N GREEN MOUNT ROAD OFALCON, IL 62269	618-624-9955	WPH@SIBBA-ASSOC.ORG					
LEGACY CONTRACTING GROUP	GRANT WEHMEYER	P.O. BOX 1075 FENTON, MO 63026	314-501-0778	GRANTW@LEGACY.COM	\$34,215.00	\$60,850.00	\$96,065.00		
E-PLAN ROOM	TAYLOR HORWATICH	1400 FORUM BLVD SUITE 78 COLUMBIA, MD 65203	573-447-7130	TAYLOR@EPLANBUILDINGS.COM					
THE BLUE BOOK	MARY O'CONNOR		800-431-4936	MOCORROR@MAIL.THEBLUEBOOK.COM					
BRADY CONSTRUCTION	STEPHEN BRADY	69 SUN VALLEY DR ST LOUIS, MO 63146	314-267-4627	BRADY@BRADYCONSTRUCTION.COM					



9606 South Broadway, St. Louis, MO 63125  
314-544-4071

4/8/2021

A-040821  
Page 1 of 3

City of Arnold  
Attn: Judy Wagner  
2101 Jeffco Blvd  
Arnold MO 63010

## ELECTRIC PROPOSAL

**JOB DISCRIPTION:** City of Arnold – Utility and HVAC Improvements  
2900 Arnold Tenbrook Road  
Arnold, MO 63010

Byrne Electric Company, Inc. proposes to furnish labor, materials, supervision, tools and equipment to complete the following electric work:

**Electric work as per plans E1; M1 & M2 and specifications and as follows:**

**Included in bid:**

- Electric permit fees.
- Upgrades to electric services and wiring for vehicle lift as per E1.
- Power wiring for new HVAC equipment as per M1 & M2.
- Performance Bond.
- City of Arnold Insurance requirements.

**Not included in bid:**

- HVAC control wiring (Add \$3485.00 to price above for control wiring)
- Fire Alarm wiring.
- Painting conduit / boxes / etc.
- Overtime / shift labor.
- Electrical engineering fees or drawings.

**We propose to complete the above work for the sum of:**

**Twenty Nine Thousand Two Hundred Eighty and no/100 dollars**

**\$ 29280.00**

**TERMS:** Monthly billing as job progresses net 30 days.

**GENERAL NOTES:**

- All materials are guaranteed to be as specified.
- All work to be completed in a professional manner according to standard practices.
- Unless stated above all work to be completed during normal working hours.
- This bid is based on a normal work schedule. Accelerated completion of this project will result in extra charges.
- Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate.
- All agreements contingent upon strikes, pickets, accidents, Acts of God, Acts of Government and / or delays beyond our control.
- Owner to carry fire, tornado, flood, theft, and other necessary insurance.
- Byrne Electric Company carries General Liability / Automotive Liability/ Workers Compensation and Umbrella Insurance. Please request a copy of our Certificate of Insurance before accepting proposal. Any increase in Insurance requirements from our standard coverage's will require an additional charge.
- If Customer / Owner or General Contractor requires Byrne Electric Company to name additionally insured or Waiver of Subrogation, an additional expense will be added.
- Ceilings to be seismic braced by others.
- Where excavating is involved, it is based on normal conditions, should rock be encountered the removal shall be at an additional expense.
- Unless specified above, no allowances for repairing existing code violations, which may be required by the Fire Marshall, Building or Electrical Inspection Departments.
- Byrne Electric Co. Inc. shall not be held liable for errors or omissions in design nor inadequacies of materials and equipment specified or supplied.
- Byrne Electric Company reserves the right to correct any clerical errors or omissions.
- Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of any necessary commodity significantly increases, through no fault of Byrne Electric Company, the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increase. As used herein, a significant price increase shall mean any increase in price exceeding thirty percent (30%) experienced by Byrne Electric Company from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes: invoices: receipts or other such documentation.
- Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of Byrne Electric Company, as a result of the shortage or unavailability of commodities, raw materials, components and / or products, Byrne Electric Company shall not be liable for any additional costs or damages associated with such delay(s).
- If conditions are discovered at the project site that are: (1) subsurface or otherwise concealed that differ materially from those described in the contract documents; or (2) are unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, then an equitable adjustment is to be made to the price for the work and/or the time to complete the work.
- If a progress payment is not paid by the due date, Contractor reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of Contractor's costs of shutdown, delay and startup and, in such event, Contractor will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage.

If this proposal meets with your approval, please sign and return one copy. If you have any questions or need further assistance, please contact me.

Respectfully,

E. Brian Wetteroff  
[ebw@byrne-electric.com](mailto:ebw@byrne-electric.com)  
314-568-9517 cell  
Project Manager / Estimator  
Byrne Electric Co. Inc.

Byrne Electric Co. Inc. reserves the right to review and revise any proposal not accepted within 20 days of the proposal date.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this proposal, you agree to pay any and all legal fees to collect any unpaid balance.

*We accept MasterCard, Visa and Discover.*  
*A 4% Processing Fee will be added for all Credit Card Payments.*

## Contract Agreement

THIS AGREEMENT, made and concluded this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on \_\_\_\_\_ and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

### Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the **Electrical Upgrade and HVAC Electric Project** in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

### Article 2. TIME OF COMPLETION:

Work on the **Electrical Upgrade and HVAC Electric Project** must begin on May 1, 2021 and shall be carried on at a rate to secure its full completion by July 1, 2021. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

### DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per calendar day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Public Works Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.



Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost of \$32,765.00.

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **Electrical Upgrade and HVAC Electric Project**.

Quantities may be added or deleted at any time during the contact. This contract is based on a quantity at a lump sum cost. The lump sum cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party.  
In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

- 285.530 RSMo. Work Authorization
- 292.675 RSMo. OSHA Training.
- RSMo. 34.353 et seq. American Products.
- 290-210 RSMo. Prevailing Wage

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including April 9, 2021 proposal, the Bid, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD  
2101 Jeffco Blvd.  
Arnold, Missouri 63010

Contractor: \_\_\_\_\_

Contractor Address:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Ron Counts, Mayor

By: \_\_\_\_\_  
Signature

ATTEST:

Title \_\_\_\_\_

By: \_\_\_\_\_  
Tammi Casey, City Clerk

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone No.

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

 Reply  Reply All  Forward

Fri 4/9/2021 9:06 AM



Brian Wetteroff <EBW@byrne-electric.com>

RE: City of Arnold / Utility and HVAC Improvements.

To  Judy Wagner

Judy,

I agree that Byrne Electric we will complete all electric work needed for the HVAC modifications along with the Electric upgrades for the total amount of \$ 32765.00 (\$ 29280.00 base bid plus the Adder of \$3485.00 for HVAC control wiring) as stated in Byrne Electric's proposal "A-040821"

Thank you.

**E. Brian Wetteroff**

President / Project Manager – Estimator



9606 South Broadway, St. Louis MO 63125  
314-544-4071 cell 314-568-9517  
[ebw@byrne-electric.com](mailto:ebw@byrne-electric.com)

RESOLUTION NO. 21-17

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH LEGACY CONTRACT GROUP TO UNDERTAKE  
THE 2912 ARNOLD TENBROOK HVAC PROJECT FOR THE CITY OF  
ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Legacy Contract Group to undertake the HVAC Project at 2912 Arnold Tenbrook Rd. in the amount of \$ 61,850.00 for the 2912 Arnold Tenbrook HVAC Project for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk, Tammi Casey

Date: \_\_\_\_\_

BID PROJECT NAME: 2021 2900 Arnold Tenbrook UTILITY AND HVAC									
COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	Bid #1 Electrical	Bid #2 HVAC	Bid #3 Combined	Addendum#1	Addendum#2
DEKA SERVICE	DEAN BOWLIN	1802 LARKIN WILLIAMS ROAD FENTON, MD 63026	635-600-1466	DEAN@DEKASERVICE.NET					
DODGE PLAN ROOM	BONNY WANGGOLD	2860 S STATE HWY 161 STE 160 #501 GRAND PRAIRIE, TX 75152		BOSS@DODGEBUILDING.COM					
PRIME VENDOR INC	KIM JONES	4622 CEDAR AVE WILMINGTON, NC 28403	910-805-9630	PRIMEVENDOR@PRIMEVMAIL.COM					
CONSTRUCT CONNECT	SAMANTHA MCCOY		513-458-6601	SAMANTHA.MCCOY@CONSTRUCTCONNECT.COM					
BYRNE ELECTRIC COMPANY	E. BRIAN WETTEROFF	9606 SOUTH BROADWAY ST LOUIS, MO 63125	314-544-4071	EBW@BYRNEELECTRIC.COM	\$21,140.00				
SOUTHERN ILLINOIS BUILDER'S ASSOC	ALEXIS CONAWAY	1468 N GREEN MOUNT ROAD O'FALLON, IL 62259	618-624-9955	WUNNIE@SMA-AGE.ORG					
LEGACY CONTRACTING GROUP	GRANT WEHMEYER	P.O. BOX 1075 FENTON, MD 63026	314-501-0778	GRANT@LEGACYGROUP.COM	\$34,215.00	\$63,850.00	\$98,065.00		
E-PLAN ROOM	TAYLOR HORWATH	1400 FORUM BLVD SUITE 7B COLUMBIA, MD 63203	573-447-7130	TAYLOR@EPLANROOMS.COM					
THE BLUE BOOK	MARY O'CONNOR		800-431-4836	MCO@CONNECTIONSBLUEBOOK.COM					
BRADY CONSTRUCTION	STEPHEN BRADY	69 SUN VALLEY DR ST LOUIS, MO 63146	314-267-4627	BRADY@BRADYCONSTRUCTION.COM					

## Contract Agreement

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on \_\_\_\_\_ and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

### Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the **HVAC Project** in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

### Article 2. TIME OF COMPLETION:

Work on the **HVAC Project** must begin on May 1, 2021 and shall be carried on at a rate to secure its full completion by July 1, 2021. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

### DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per calendar day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Public Works Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost of \$61,850.00.

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **HVAC Project**.

Quantities may be added or deleted at any time during the contact. This contract is based on a quantity at a lump sum cost. The lump sum cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party.  
In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.



Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

285.530 RSMo. Work Authorization  
292.675 RSMo. OSHA Training.  
RSMo. 34.353 et seq. American Products.  
290-210 RSMo. Prevailing Wage

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, the Bid #2, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD  
2101 Jeffco Blvd.  
Arnold, Missouri 63010

Contractor: \_\_\_\_\_  
Contractor Address:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Ron Counts, Mayor

By: \_\_\_\_\_  
Signature

ATTEST:

Title \_\_\_\_\_

By: \_\_\_\_\_  
Tammi Casey, City Clerk

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(SEAL)

\_\_\_\_\_  
Telephone No.

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**ARTICLE 10**

**BID FORM PROPOSAL**

PROJECT NAME Utility & HVAC Improvements

BID TIME 9:55AM

PROJECT LOCATION Arnold, MO

BID DATE April 6, 2021

BIDDER NAME LCG Legacy Contracting Group

TO: City of Arnold ("Owner")

21-8521, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

**BID ITEM NO. 1: ELECTRICAL WORK**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1		
2	New Work	LS	1		
<b>Total Bid Item No. 1</b>					<del>61,850</del> 34,215

**BID ITEM NO. 2: HVAC WORK**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1		
2	New Work	LS	1		
<b>Total Bid Item No. 2</b>					61,850

**BID ITEM NO. 3: ELECTRICAL & HVAC WORK**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1		
2	New Work	LS	1		
<b>Total Bid Item No. 3</b>					96,065

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s).

**Addenda**

The undersigned Bidder acknowledges the following Addenda, if any:

Addendum No.: 01 dated 3.16.2021 pages M1 M2

Addendum No.: 02 dated 3.31.2021 pages E1 M1 M2

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

**Acknowledgements**

Bidder understands that Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

Within five (5) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the Owner the formal Owner-Contractor Agreement included in the Bid Package, and deliver to the Owner the surety bond or bonds as required by the Contract Documents.

The Bid Security attached hereto, in the sum of Five Percent Dollars (\$ 5%) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby.

Grant Wehmeyer Digitally signed by Grant Wehmeyer  
DN: CN=Grant Wehmeyer, O=LCG, OU=Grant Wehmeyer  
Serial: 2025.04.05 10:51:20-0700

(Signature)

Grant Wehmeyer

(Print Name)

LCG Legacy Contracting Group

(Company Name)

PO Box 1075, Fenton, MO 63026

(Address)

314-677-0525

(Telephone Number)

(Seal - If bid by Corporation)

**SUBCONTRACTOR APPROVAL FORM**

This report must accompany and be part of the sealed Bid Proposal.

- 1. Name of Bidder: LCG
  - 2. Address Bidder: PO Box 1075  
Fenton, MO 63026 314-677-0525
- |      |       |     |       |
|------|-------|-----|-------|
| City | State | Zip | Phone |
|------|-------|-----|-------|

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	\$ Value of Subcontractor
<u>CRYSTAL HEATING &amp; COOLING</u>	<u>Mech.</u>	
<u>SAEC</u>	<u>ELEC.</u>	

A. Total of Above \_\_\_\_\_

B. Total Bid Amount \_\_\_\_\_

Subcontractor Utilization as a % of Total Bid Amount:  $(A/B \times 100)$  \_\_\_\_\_

Grant Wehmeyer

Name-Authorized Officer of Bidder

Grant Wehmeyer  
Digitally signed by Grant Wehmeyer  
DN: O=LCG, E=grant@lcbidlog.com, O=LCG, CN=Grant Wehmeyer  
Date: 2021.04.22 10:51:43 -0500

Signature-Office Bidder

4.5.2021

Date

**NON-COLLUSION AFFIDAVIT**

STATE OF Missouri

COUNTY OF Jefferson

Jason Balderas, being first duly sworn, deposes and says that he is President \*(sole owner, partner, president, secretary, etc.) of LCG, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

President  
Title

Subscribed and sworn to before me this 5th day of April, 20 21.

Lisa Reifsteck  
Digitally signed by Lisa Reifsteck  
DN: c=US, E=lreifstn@oullol.lcg.com, O=Legacy  
Contracting Group, OU=LCG, CN=Lisa Reifsteck  
Date: 2021.04.05 20:52:05 -0500

Notary Public

Notary Seal



**SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION**

Project: City of Arnold - Utility & HVAC Improvements

Job No. 21-8521

Route: \_\_\_\_\_

County: Jefferson

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the test of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted project in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

LCG

Company \_\_\_\_\_

By: Grant Wehmeyer

Title: VP Operations

Date: 4.5.2021

**NOTICE TO BIDDERS REGARDING STATE IMMIGRATION LAW**

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

<http://ca.mo.gov/purch/vendorinfo/employ.pdf>  
<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting a completed, notarized copy of WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (attached),
- submitting a completed, notarized copy of the SIGNATURE AND IDENTITY OF BIDDER (attached) and,
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**The contractor understands and agrees that by signing the RFB document or contract they certify that:**

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- The contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.



**SIGNATURE AND IDENTITY OF BIDDER**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

sole individual                      ( ) partnership                      ( ) joint venture

( ) corporation, incorporated under laws of state of Missouri

Dated 4.5.2021

Name of individual, all partners, or joint ventures:	Address of each:
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:	Address of principal place of business in Missouri
_____	_____
(If using a fictitious name, show this name above in addition to legal names)	

_____	_____
(If a corporation, show its name above)	

ATTEST: (SEAL)

_____	_____
Secretary Title	

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF MO )  
 ) ss  
COUNTY OF Jefferson )

On this 5th day of April, 20 21, before me appeared Jason Balderas, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Grant Wehmeyer, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the VP Operations of LCG, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Grant Wehmeyer  
Digitally signed by Grant Wehmeyer  
DN: C=US, E=grantw@outdog.com, O=LCG,  
CN=Grant Wehmeyer  
Date: 2021.04.05 00:52:46 -0500

Affiant Signature

Subscribed and sworn to before me this 5th day of April, 20 21.

Lisa Reifsteck  
Digitally signed by Lisa Reifsteck  
DN: C=US, E=admin@outdog.com, O=Legacy  
Contracting Group, OU=LCG, CN=Lisa Reifsteck  
Date: 2021.04.05 00:59:24 -0500

Notary Public

My commission expires: 9.18.2023



**BID BOND**

Conforms with The American Institute of Architects,  
A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, LCG Legacy Contracting Group

PO Box 1075, Fenton, MO 63625

as Principal, hereinafter called the Principal,

and the United Fire & Casualty Company

of PO Box 73909, Cedar Rapids, IA 52407, a corporation duly organized under

the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Arnold, 2101 Jeffco Blvd., Arnold, MO 63010 as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

Dollars (\$5% of Bid \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Utility and HVAC Upgrades

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of April, 2021

[Signature]  
Witness

[Signature] (seal)  
Principal

UP OPERATIONS  
Title

[Signature]  
Whitney Naeger, Witness

By [Signature]  
United Fire & Casualty Company  
Erin Wrather, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

R. LEE LOTTES, BARBARA FLIEG, VICKIE WINKLER, KACEY GEGG, MELISSA ELDER, GREGORY T. LOTTES, BETHANY CHAPPELL, ERIN WRATHER, JASON S. SPORE, THOMAS D. SPORE, GARY T. COOPER JR., MATTHEW B. HODGE, KATHY HOFFARD, ABIGAIL A. PIERCE, ELISE M. HATTENHAUER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of November, 2017

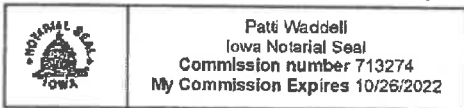


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 2nd day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of April, 2021.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

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

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

PRODUCER  
Lakenan  
890 Rozier Street  
Ste. Genevieve MO 63670

CONTACT NAME:  
PHONE (A/C No. Ext): 573-883-7446 FAX (A/C No.): 573-883-3981  
E-MAIL ADDRESS: COI@lakenan.com

INSURED  
Legacy Contracting Group  
Legacy Electric LLC DBA  
PO Box 1075  
Fenton MO 63026

LEGAC-2

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A : United Fire & Casualty Company 13021  
INSURER B : UNITED FIRE GROUP 13021  
INSURER C :  
INSURER D :  
INSURER E :  
INSURER F :

## COVERAGES

CERTIFICATE NUMBER: 1598985691

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:		60479492	7/27/2020	7/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		60479492	7/27/2020	7/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		60479492	7/27/2020	7/27/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	60479492	7/27/2020	7/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine		60479492	7/27/2020	7/27/2021	Leased/Rented 140,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The above General Liability policy provides Automatic Additional Insured including Ongoing and Completed Operations coverage to the certificate holder as required by written contract.

## CERTIFICATE HOLDER

City of Arnold  
2201 Jeffco Blvd  
Arnold, MO 63010

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**RESOLUTION NO. 21-18**

**A RESOLUTION AUTHORIZING A TEMPORARY IMMUNIZATION CENTER**

---

**WHEREAS**, the World Health Organization declared COVID-19, also known as the coronavirus, a global pandemic on March 11, 2020; and,

**WHEREAS**, the Center of Disease Control (“CDC”) has issued various recommendations for the vaccination of the public; and,

**WHEREAS**, COMTREA, a private 501(c)(3) integrated, comprehensive federally qualified health center providing primary care, including COVID-19 immunization desires to open a temporary immunization center within the corporate limits of the City of Arnold (City”); and

**WHEREAS**, pursuant to the Code of Ordinances of the City, a temporary immunization center is considered a conditional use; and

**WHEREAS**, the conditional use process, as a matter of course, can take 6-8 weeks to complete; and

**WHEREAS**, it is in the interest of the health, safety and welfare of the community to prevent and/or abate the contagion resulting from the COVID-19 virus; and

**WHEREAS**, Section 77.530 RSMo. authorizes the City to take such steps as necessary to prevent and abate contagious disease;

**NOW THEREFORE**, the City Council for the City of Arnold, Missouri, pursuant to the authority granted it by Section 77.530 of the Revised Statutes of the State of Missouri hereby authorizes and declares as follows:

1. COMTREA is authorized to establish and operate a vaccination clinic at 2120 Tenbrook Road for a period of 3 months from the date of this order.
2. During this 3-month period staff shall prepare and present a conditional use permit for COMTREA to operate a vaccination clinic at 2120 Tenbrook Road for such period of time as staff determines is appropriate to prevent and/or abate the contagion resulting from the COVID-19 virus.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

**ATTEST:**

\_\_\_\_\_  
City Clerk Tammi Casey

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert K. Sweeney, Attorney