

City of Arnold, Missouri

**Public Hearing
Council Chamber**

**August 2, 2018
7:00 p.m.**

- A. 2018-26, Conditional Use for a Fast Food Restaurant and Temporary Seasonal Structure, 1261 Water Tower Place.

City Council

Immediately Following the Public Hearing

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: TBD
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **July 19, 2018**
 - B. Payroll Warrant **#1295 in the Amount of \$292,421.97**
 - C. General Warrant **#5719 in the Amount of \$933,999.85**
6. Ordinances:
 - A. **Bill No. 2707:** An Ordinance Amending Section 115.855 of the City Code regarding the Membership of the Commission on Aging and Disabilities.
7. Resolutions:
 - A. **Resolution 18-44:** A Resolution Authorizing the Mayor to Enter into a Contract with Midwest Pool Management.
 - B. **Resolution 18-45:** A Resolution Approving a Master License Agreement Between the City of Arnold and Extenet Systems, Inc. for the Use of Rights-of-Way.
8. Motion:
 - A. 2018-26 Conditional Use for a Fast Food Restaurant and Temporary Seasonal Structure, 1261 Water Tower Place.

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

9. Reports from Mayor, Council, and Committees:
10. Administrative Reports:
11. Adjournment:

Next Regular City Council Meeting August 16, 2018 @ 7:00 p.m.
Next Work Session August 9, 2018 at 7:00 p.m.

Mayor Ron Counts called the meeting to order at 7:05 p.m.

The Pledge of Allegiance was recited.

Pastor Warren Worth of Good Shepherd Lutheran Church offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Fulbright, Hood, Sullivan, McArthur, Fleischmann, Plunk, Cooley, Owens (excused), Richison, Hull-Bettale, Lehmann, Sweeney, Brown, Kroupa and Chief Shockey.

Mayor Counts recognized Ian Kutilek from Boy Scout Troop 419 who was in the audience working on his Citizenship in the Community Badge.

BUSINESS FROM THE FLOOR

Candice Greer – 80 Hickory Bluff Lane – Spoke regarding Jeffco 911. Ms. Greer stated she believes the response times have gone down since we started contracting with Jeffco 911 for dispatching service. She would like council to check into some issues she has had.

CONSENT AGENDA

- A. MINUTES FROM JUNE 21, 2018 MEETING**
- B. PAYROLL WARRANT NO. 1293 IN THE AMOUNT OF \$285,687.77**
- C. PAYROLL WARRANT NO. 1294 IN THE AMOUNT OF \$276,156.97**
- D. GENERAL WARRANT NO. 5717 IN THE AMOUNT OF \$218,285.42**
- E. GENERAL WARRANT NO. 5718 IN THE AMOUNT OF \$559,781.34**

Butch Cooley made a motion and so moved to approve the consent agenda.

Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Hood, yes; Sullivan, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Owens, (excused); 7 Yeas: **Consent agenda approved.**

ORDINANCES

BILL NO. 2703 – AN ORDINANCE APPROVING A PRELIMINARY PLAT TITLED “LONEDELL ACRES” was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Hood, yes; Sullivan, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Owens, (excused); 7 Yeas: **Ordinance passed.**

BILL NO. 2704 – AN ORDINANCE REZONING A TRACT OF LAND, LILAC POINT PB 23, PAGE 22, LOTS 9 & 10, IN THE CITY OF ARNOLD, MISSOURI FROM R-3 RESIDENTIAL TO R-4 RESIDENTIAL was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Hood, yes; Sullivan, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Owens, (excused); 7 Yeas: **Ordinance passed.**

BILL NO. 2705 – AN ORDINANCE APPROVING A REZONING FROM C-3 COMMERCIAL TO R-5 RESIDENTIAL FOR 2300 CHURCH ROAD, PART OF LOTS 17, 18, 25 AND 26 OF U.S. SURVEY 2991, TOWNSHIP 43 NORTH, RANGE 6 EAST was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Hood, yes; Sullivan, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Owens, (excused); 7 Yeas: **Ordinance passed.**

BILL NO. 2706 – AN ORDINANCE AMENDING CHAPTER 120, ARTICLE III OF THE CODE OF ORDINANCES RELATING TO DISCLOSURE OF CONFLICTS OF INTERESTS AND SUBSTANTIAL INTERESTS was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Hood, yes; Sullivan, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Owens, (excused); 7 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 18-43 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FLEET FEET RACE PRODUCTIONS

EJ Fleischmann made a motion and so moved to approve Resolution No. 18-43. Seconded by Gary Plunk. Roll call vote: Fulbright, yes; Hood, yes; Sullivan, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Owens, (excused); 7 Yeas: **Resolution approved.**

MOTIONS

A. 2018-22 CONDITIONAL USE PERMIT WASHINGTON UNIVERSITY CLINICAL ASSOCIATES, LLC @ 148-156 RICHARDSON CROSSING

Bryan Richison reminded council that if no action is taken tonight, the motion stands approved. As no action was taken, the motion stands approved.

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Vern Sullivan – Ward 3 – Informed council that the Veterans Commission met this week and they are beginning their work on this year's Veterans Day Parade.

Butch Cooley – Ward 4 – Informed council that the Liquor Committee held a meeting tonight and asked Mrs. Casey to provide a report. Mrs. Casey informed council that a provisional liquor license was previously issued for Tenbrook Station Lounge. This was due to the fact that the council did not have a meeting earlier this month so the renewal could not be approved. Therefore, a provisional license was issued until such time that the council could vote to approve the yearly renewal.

Butch Cooley made a motion and so moved to approve the annual renewal for Tenbrook Station Lounge. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Hood, yes; Sullivan, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Owens, (excused); 7 Yeas: **Motion carried.**

Mrs. Casey stated the Liquor Committee received a Retail Liquor by the Drink and Sunday by the Drink license application for Arnold Sushi Ai Restaurant. The committee is forwarding a recommendation of approval.

Butch Cooley made a motion and so moved to approve the liquor license application for Arnold Sushi Ai. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Hood, yes; Sullivan, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Owens, (excused); 7 Yeas: **Motion carried.**

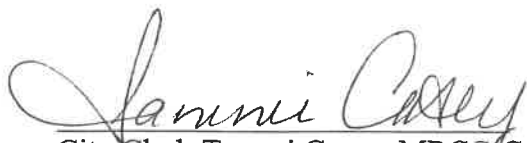
ADMINISTRATIVE REPORTS

NONE

A motion to adjourn the meeting was made by Vern Sullivan. Seconded by EJ Fleischmann.

Voice vote: All yeas.

Meeting adjourned at 7:22 p.m.


City Clerk Tammi Casey, MRCCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 7/19/2018

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BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO. 2703	BILL NO. 2704	BILL NO. 2705	BILL NO. 2706
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	DAVID OWENS	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DICKIE BROWN		PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		-		
COM DEV	CHRISTIE HULL-BETTALE	PRESENT	TREASURER:		DAN KROUPA		PRESENT
FINANCE DIRECTOR	BILL LEHMANN	EXCUSED	POLICE DEPT.		CHIEF SHOCKEY		PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 7/19/2018

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: MARK HOOD

COUNCIL: VERN SULLIVAN

COUNCIL: BRIAN MCARTHUR

COUNCIL: EJ FLEISCHMANN

COUNCIL: GARY PLUNK

COUNCIL: BUTCH COOLEY

COUNCIL: DAVID OWENS

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV CHRISTIE HULL-BETTALE

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO. 18-43	MOTION TO APPROVE TENBROOK STATION LOUNGE LIQUOR RENEWAL	MOTION TO APPROVE LIQUOR LICENSE FOR ARNOLD SUSHI AI			
YES	YES	YES			
YES	YES	YES			
YES	YES	YES			
YES	YES	YES			
YES	YES	YES			
YES	YES	YES			
YES	YES	YES			
EXCUSED	EXCUSED	EXCUSED			
	PARKS DIR:	DICKIE BROWN			
	PUBLIC WORKS:	-			
	TREASURER:	DAN KROUPA			
	POLICE DEPT.	CHIEF SHOCKEY			

The Public Hearing was called to order by Mayor Counts at 7:00 p.m. City Clerk Tammi Casey made note of those in attendance: Mayor Counts, Fulbright, Hood, Sullivan, McArthur, Fleischmann, Plunk, Cooley, Owens (excused), Richison, Hull-Bettale, Lehmann, Sweeney, Brown, Kroupa and Chief Shockey.

**A. 2018-17 PRELIMINARY PLAT-LONEDELL ACRES, 4 LOTS 2162
LONEDELL ROAD**

Christie Hull-Bettale reminded council that this was originally tabled for further research at the June 21, 2018 council meeting. The Planning Commission is still forwarding a recommendation of approval.

PUBLIC COMMENTS

None

COUNCIL COMMENTS

Butch Cooley asked if the drainage issues have been corrected. He was informed that this would be addressed further into the project by staff.

**B. 2018-20 REZONING R3 TO R4 RESIDENTIAL, LOTS 9 & 10 LILAC
POINT**

Ms. Hull-Bettale informed council that the Planning Commission held a Public Hearing at their June 27th meeting. No one spoke and the Planning Commission is forwarding a recommendation of approval by a vote of 8-0.

PUBLIC COMMENTS

Lloyd Seifert of 3008 Ems Glen Lane stated he is in favor of the rezoning.

COUNCIL COMMENTS

NONE

Public Hearing
July 19, 2018
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C. 2018-24 REZONING C-3 COMMERCIAL TO R-5 RESIDENTIAL

Ms. Hull-Bettale stated the Planning Commission discussed this at their July 10th meeting. No one spoke and the Planning Commission is forwarding a recommendation of approval by a unanimous vote.

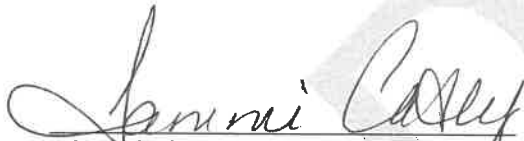
PUBLIC COMMENTS

NONE

COUNCIL COMMENTS

NONE

The Public Hearing ended at 7:05 p.m.


City Clerk Tammi Casey, MRCC-C

BILL NO. 2707

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 115.855 OF THE CITY CODE
REGARDING THE MEMBERSHIP OF THE COMMISSION ON AGING AND
DISABILITIES.

WHEREAS, the Commission on Aging and Disabilities has proposed reorganizing its membership to better serve the aging and disabled residents of Arnold;

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

Section 1. Section 115.855 of the City Code is hereby repealed and replaced with the following:

- A. The Commission shall consist of nine (9) members appointed by the Mayor, subject to the approval of the City Council.
 - 1. Four (4) citizens who reside in the City of Arnold.
 - 2. Two (2) representatives from community organizations serving the senior or disabled population. Two (2) alternates from community organizations serving the senior or disabled population may also be appointed to serve when necessary.
 - 3. Three (3) representatives from faith based, behavioral health, medical, educational, business or emergency services organizations.
- B. One (1) member of the City Council shall serve as liaison in a non-voting capacity.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the City Council and its approval by the Mayor.

READ TWO TIMES, PASSED AND APPROVED THIS ____ DAY OF AUGUST, 2018.

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

RESOLUTION NO: 18-44

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH MIDWEST POOL MANAGEMENT

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Parks and Recreation Department, is hereby authorized to accept Midwest Pool's contract addendum for the management of the indoor and outdoor pools. The agreement terms are fixed at a not-to-exceed amount of Four Hundred Eleven Thousands, Eighteen Dollars and no cents (\$411,018.00), unless mutually agreed upon by both parties.

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: _____

Thursday, July 26, 2018

Z:\CITYDOCS\RESOLUTN\18-44 Midwest Pool Management 2019 Addendum.docx

ARNOLD RECREATION COMPLEX: SEPT. 1, 2018 – AUG. 31, 2019

Operational Services for the City of Arnold

Indoor Pool Hours: Winter

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from September 1st, 2018- May 25th, 2019 and August 12th 2019 – August 31st 2019. The pool shall normally be for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon bather loads:

Monday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Tuesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Wednesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Thursday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Friday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	10:00 a.m. - 4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Saturday's

Manager 11:30 a.m.-5:30 p.m.
2 Guards 6:45 a.m.-12:00 p.m.
2 Guards 9:30 a.m.-1:30 p.m.
4 Guards 11:45 a.m.-5:00 p.m.
2 Guards 1:30 p.m.- 5:30 p.m.

Sunday's

Manager 11:30 a.m.-5:30 p.m.
2 Guards 8:45 a.m.-12:00 p.m.
4 Guards 11:45 a.m.-3:00 p.m.
2 Guards 11:45 a.m.- 5:00 p.m.
4 Guards 2:45 p.m.-5:30 p.m.

Indoor Pool Hours: Summer

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from May 26th, 2019-August 11th, 2019. On inclement weather days when the outdoor pool is closed, the indoor pool will be open for recreational swim.

Monday's

Manager 1:00 p.m.-8:30 p.m.
2 Guards 5:15 a.m.-12:15 p.m.
2 Guards 12:00 p.m.-4:00 p.m.
4 Guards 1:15 p.m.-5:00 p.m.
2 Guards 4:00 p.m. -8:00 p.m.
4 Guards 5:00 p.m. - 8:30 p.m.

Tuesday's

Manager 3:00 p.m.-8:30 p.m.
2 Guards 5:15 a.m.-12:15 p.m.
2 Guards 12:00 p.m.-4:00 p.m.
2 Guards 3:45 p.m. -7:30 p.m.
2 Guards 6:00 p.m. -8:30 p.m.

Wednesday's

Manager 1:00 p.m.-8:30 p.m.
2 Guards 5:15 a.m.-12:15 p.m.
2 Guards 12:00 p.m.-4:00 p.m.
4 Guards 1:15 p.m.-5:00 p.m.
2 Guards 4:00 p.m. -8:00 p.m.
4 Guards 5:00 p.m. - 8:30 p.m.

Thursday's

Manager 3:00 p.m.-8:30 p.m.
2 Guards 5:15 a.m.-12:15 p.m.
2 Guards 12:00 p.m.-4:00 p.m.
2 Guards 3:45 p.m. -7:30 p.m.
2 Guards 6:00 p.m. -8:30 p.m.

Friday's

Manager	1:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
4 Guards	1:15 p.m.-5:00 p.m.
2 Guards	4:00 p.m. -8:00 p.m.
4 Guards	5:00 p.m. - 8:30 p.m.

Saturday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	6:45 a.m.-12:00 p.m.
2 Guards	9:30 a.m.-1:30 p.m.
4 Guards	11:45 a.m.-5:00 p.m.
2 Guards	1:30 p.m.- 5:30 p.m.

Sunday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	8:45 a.m.-12:00 p.m.
4 Guards	11:45 a.m.-3:00 p.m.
2 Guards	11:45 a.m.- 5:00 p.m.
4 Guards	2:45 p.m.-5:30 p.m.

There is an additional 175 open pool hours for the indoor aquatic center. The City of Arnold will choose 10 days that the Fox C-6 School District has days off for students in which we will open the pool additional open swim hours from 12:00 p.m.-4:00 p.m.

Outdoor Pool Hours

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Outdoor Pool from May 25th 2019 - August 31st 2019. (The City will negotiate with Midwest Pool Management as to facility readiness, staff preparation, and weather permitting to potentially accommodate the early dismissal of the Fox C-6 School District in May.) The pool shall normal be staffed for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon weather and bather loads:

Monday- Sunday	
Manager	9:30 a.m.-7:30 p.m.
Head Guard	9:00 a.m.-7:45 p.m.
12 Guards	10:45 a.m.-7:15 p.m.

The not to exceed salary budget includes 175 additional open pool hours for the outdoor pool.

Note: When the Fox C-6 School District is in session, the Arnold Recreation Center Outdoor Pool will be closed Mondays-Fridays, and be open only on Saturdays, Sundays, and holidays at regular open swim hours.

During these hours of operation, Midwest Pool Management will provide the following services:

- Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the pool.
- Maintain any records as reasonably required by the City.
- Furnish and supply all first-aid supplies, adequate to the size and operation of the Arnold Recreation Center. The First Aid Kit will carry supplies for a minimum of 50 persons and at a minimum include: adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, large bandage patch. First Aid Kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. Midwest Pool Management shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on duty personnel. Midwest Pool Management will also provide an emergency oxygen tank.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool.
- Work with the City in handling complaints users may have, reporting all complaints to the Parks and Recreation Director or designated representative.
- Conduct in-service training as per guidelines of Starfish Aquatics or equivalent.
- Conduct in-house safety audits at least once per month.

- Midwest Pool Management will retain a record of all problems brought to their attention. This log can be reviewed by the City at any time. A daily log of communication will be kept in the manager's office for the managers and designated City personnel to review on a daily basis.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Power wash or hose deck daily.
- Perform safety checklist daily.
- Clean the entire Arnold Recreation Center complex, including: guard and manager office areas, bathhouse, all areas within the fencing, restrooms, and the premises within 25 feet of facility in a clean and orderly condition by the proper collection of waste, garbage and all other debris. Cleaning to be completed prior to operational hours.
- Maintain tests and records as required by State of Missouri and City and meet all requirements for such.
- Furnish, store and supply the necessary chemicals for operation of the pools

Services provided for opening the outdoor facility:

Midwest Pool Management will provide the following services in preparing the pool for opening day.

Upon notice to proceed from the City, Midwest Pool Management will begin interviewing and hiring staff.

Midwest Pool Management has 20 lifeguard training instructors on staff. Lifeguard training classes begin in January and are offered on a continuing basis throughout the spring and early summer.

In May, Managers and assistant managers must also attend a manager's training class that focuses on customer service, ADA compliance, hazardous material training, chemical balance and testing, scheduling, accident report documentation requirements, and leadership skills.

In May, all staff including managers will have on-site training that includes site specific lifeguard zone coverage, rules and rule enforcement and site specific Emergency Action Plans.

Managers, Assistant Managers and Head Guards receive information on daily and weekly opening and closing procedures.

In early May, MPM staff will perform the following tasks:

- Power wash all decks
- Clean and stock bathrooms
- Vacuum the pools as often as necessary to have clean
- Clean pool area within 25 feet of pool enclosure
- Bring furniture out of storage, clean and arrange

- Get rescue tubes, fanny packs, first aid kit and other safety equipment prepared
- Establish staff schedule
- Schedule all staff on-site orientation
- Setup and prepare for usage all movable equipment, including tables, chairs, lounges, lifeguard chairs, diving boards, etc.
- Clean, inspect and prepare vacuuming equipment.
- Inspect and prepare all hoses.
- Check and clean all drains, including drain covers.
- Drain and clean pools.
- Fill pools.
- Install ladders and handrails, place and clean furniture.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Owner.
- Test all pumps and motors to the attractions: lazy river, slide, raindrop, bubblers, etc.
- Circulate water through filtration system.
- Furnish, store, and inject necessary chemicals for operation of the pools.
- Backwash filters and inspect for any defects.
- Prepare bathhouse for opening.

Swim Lessons

Manager, in coordination with the City, shall provide instructional group swim lessons and programs for all ages and ability levels. These group lessons/programs shall consist of a series of eight group lessons, including a minimum of thirty minutes of instruction. Swim lesson fees will be shared as follows: The City will retain 45% of the resident fee swim lessons and 55% of the non-resident fee swim lessons.

Management Fee

The management fee includes the furnishing of preseason opening of the outdoor pools, insurance, administrative fees, chemicals, overhead, profit and other incidental costs not covered in the not to exceed salary budget portion. Management fee is a total for indoor and outdoor pool operations.

Sept. 1, 2018-August 31, 2019	\$61,750
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Not To Exceed Salary Budget

The not to exceed salary budget includes the salaries for managers, assistant managers, head guards and lifeguards required to operate the indoor and outdoor pools as per the hours of operation per the request for proposal from the City of Arnold.

Sept. 1, 2018-August 31, 2019	\$349,268*
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***This not-to-exceed salary amount is based on the hours and staffing levels from the City of Arnold. Weather and bather loads will be monitored and when conditions warrant, staffing levels may be reduced when safely feasible.**

At the City's request, MPM can provide staff for additional services outside the scope of this agreement. The City will be invoiced at the rates detailed below:

Manager	\$22.25/hour
Assistant Manager	\$13.60/hour
Head Guard	\$11.70/hour
Lifeguard	\$11.03/hour
Janitorial	\$10.35/hour
Swim Lesson Coordinator	\$12.36/hour
Swim Lesson Instructor	\$11.03/hour

IN WITNESS WHEREOF, **the parties have made and executed this addendum to the contract dated _____ in multiple copies, each of which shall be an original.**

CITY OF ARNOLD

MIDWEST POOL MANAGEMENT

By:

By: Bert Forde, President

ATTEST:

ATTEST:

By:
Name, Title

By:
Name, Title

RESOLUTION NO. 18-45

**A RESOLUTION APPROVING A MASTER LICENSE AGREEMENT
BETWEEN THE CITY OF ARNOLD AND EXTENET SYSTEMS, INC. FOR
THE USE OF RIGHTS-OF-WAY.**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ARNOLD, MISSOURI:

Section 1. The attached agreement with Extenet Systems Inc. is hereby approved. The Mayor
and/or City Administrator are authorized to sign any necessary documents to execute this
agreement.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

**MASTER LICENSE AGREEMENT BETWEEN THE
CITY OF ARNOLD AND EXTENET SYSTEMS, INC. FOR THE USE OF
RIGHTS-OF-WAY**

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**MASTER LICENSE AGREEMENT BETWEEN THE
CITY OF ARNOLD AND EXTENET SYSTEMS, INC., FOR THE USE OF
RIGHTS-OF-WAY**

This MASTER LICENSE AGREEMENT FOR THE USE OF RIGHTS OF WAY ("Agreement") is made and entered into by and between the City of Arnold ("City" or "Licensor"), and ExteNet Systems, Inc., a Delaware corporation ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Licensee has requested use of certain locations within the Rights-of- way of the City to install, maintain and operate communications facilities as specified in this Agreement; and

WHEREAS, the City of Arnold does not recognize wireless radio-based communication facilities infrastructure or public utilities; and

WHEREAS, the City has the power to regulate the Rights-of-way (as defined hereinafter) within its territorial boundaries and is willing to permit such use subject to the terms and conditions of this Agreement;

NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

- (a) "Annual License Fee" means the annual rate described in Section 5 of this Agreement.
- (b) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.
- (c) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.

- (d) “City Representative” means the then current person at the City that oversees administration of this Agreement, or his/her designee.
- (e) “Communication Facility” means Wireless Communication Equipment and/or Backhaul Equipment.
- (f) “Communication Service” means Wireless Communication Service and/or Backhaul Service.
- (g) “Communication Site” means a location in the Rights-of-way selected for the Communication Facility.
- (h) “Communication Site Application” means a document, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.
- (i) “Communication Sites Inventory” means an accurate and current inventory of all Communication Sites approved by Licensor pursuant to this Agreement.
- (j) “Effective Date” means the latest date on which this Agreement is signed by both Parties.
- (k) “Point of Demarcation” means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.
- (l) “Revenue” means all revenues received by Licensee from the operation of the Communication Facility utilizing utility company poles in the Rights-of-Way, including, but not limited to all rents, payments, fees, and other amounts actually collected from any third party and received by Licensee and allocable to the period within the Term (or any renewal) pursuant to any sublease, sublicense, or other agreement for telecommunications services provided with respect to the Communication Facility, but exclusive of: (1) any payments, reimbursements, or pass through from the third party to Licensee for utility charges, taxes and other pass-through expenses, or in connection with maintenance work performed or equipment installed by Licensee; and (2) site acquisition, construction management, or supervision fees related to the installation of the Communication Facility; and (3) contributions of capital by any third party to reimburse Licensee in whole or in part for the installation of the Communication Facility.
- (m) “Rights-of-Way” or “Rights-of-way” means the site specific surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter-held by the City or over which the City exercises any rights of management control.
- (n) “Rights-of-Way Regulations” means all portions of City ordinances that concern

the regulation or management of Rights-of-way, which are applicable to all utilities operating within the Rights-of-way.

- (o) “Rights-of-Way Manager” means the then current person at the City that oversees the Rights-of-way, or his/her designee.
- (p) “Supplemental License” Each Communication Site installation will be subject to a Supplemental License.
- (q) “Transmission Media” means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.
- (r) “Unauthorized Communication Site” means use of Rights-of-way for the installation of Communication Facility on poles or poles owned by another party, or for the installation of Licensee poles or any other facilities, for which Licensee did not receive approval under this Agreement.
- (s) “Unauthorized Installation Charge” means the license fee payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.
- (t) “Wireless Communication Service” means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission (“FCC”) or any successor agency.
- (u) “Wireless Communication Equipment” means the Transmission Media attached, mounted, or installed on a pole located in Rights-of-way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

SECTION 2. GRANTING CLAUSE

- (a) **License to Use Rights-of-Way** – Licensor hereby grants Licensee, a non-exclusive license to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement.
- (b) **Non-Exclusive License** – The Licensee’s right to use and occupy the Rights-of-Way per subsection (a) shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term.

SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY

- (a) **Provision of Personal Communication Service** – Rights-of-way may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of the Communication Facility by Licensee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever, so long as the use does not interfere with Licensor’s use or the public health, safety or welfare. This Agreement shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all applicable federal and state laws, local ordinances, rules and regulations, and Rights-of-Way Regulations in connection with the use of Rights-of-way.

SECTION 4. TERM AND AMENDMENTS

- (a) **Term of Agreement** – The term of this Agreement shall be for ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term (the “Term”), provided however that, unless either Party provides written notice to the other Party prior to expiration of the Term that the notifying Party will not renew the Term, the Term will automatically renew for one (1) additional five (5) year period, upon the same terms and conditions set forth in this Agreement. Notwithstanding the foregoing, in no event shall the Term expire until: (i) terminated pursuant to Section 18, or (ii) the expiration or earlier termination of all Supplemental Licenses entered into hereunder.
- (b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement.
- (c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by Licensor upon notice to Licensee, if Licensee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for thirty (30) days after Licensee's receipt of written notice of nonpayment from Licensor; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within sixty (60) days after receipt of written notice of the breach from the non-breaching Party; or (iii) by Licensee, at any time, with or without cause, upon notice to Licensor.
- (d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by Licensor. Within thirty (30) days after such expiration or earlier termination, Licensee shall provide the City Representative with a schedule and timeline for removing the Communication Facility reasonably acceptable to the City Representative. Licensee shall continue to be liable to Licensor for the Annual License Fee prorated for every month that such Communication Facility remains (i) in the Rights-of-Way and the Supplemental Licensee shall be deemed to remain in effect until it is removed. After

such removal, the Supplemental License shall be of no further force or effect and Licensee shall have no further obligations for the payment of Annual License Fees to Licensor in connection therewith. Licensee shall restore the property to its pre-construction condition reasonably acceptable to the Licensor, subject to normal wear and tear.

SECTION 5. LICENSE FEES

- (a) Annual License Fee – The Annual License Fee per Communication Site shall be as follows:

Type of Communication Facility:	Annual License Fee:
Commercial	7.5% of Revenue

- (b) **Timing of License Fee Payments** – Licensee shall pay in advance to Licensor the Annual License Fee for the coming year for each Communication Site. The Annual License Fee for all Communication Sites installed during any given month will commence and be due on the first day of the following month (the “License Fee Commencement Date”). Thereafter, on each annual anniversary of License Fee Commencement Date, Licensee shall pay Licensor the Annual License Fees.
- (c) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of notice of non-payment will be assessed a rate of 10% per annum from that date.
- (d) **Annual License Fees to Licensor** – Licensee shall pay Licensor the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Arnold and sent the address provided below. In the event Licensee fails to remit payment within thirty (30) days from the due date, Licensor shall provide written notice to Licensee of such failure and Licensee shall have an additional thirty (30) days from receipt of such notice from Licensor to cure such failure. In the event Licensee does not cure such failure, Licensor shall have the option to terminate this Agreement.

SECTION 6. APPROVAL OF COMMUNICATION SITES

- (a) **Communication Site Application** – Licensee shall file with the City Representative a Communication Site Application and site restoration for every proposed Communication Site. Said application form may be modified from time-to-time by the City Representative as deemed necessary in order to more efficiently process applications from Licensee.
- (b) **Communication Site Approval Process** – Upon filing of a Communication Site Application, the City Representative shall process the Communication Site Application as promptly as practical.

- (1) **Rights-of-Way Determination** – The Licensee shall provide information and evidence, acceptable to the Licensor, that establishes that the location (and any existing pole) identified by Licensee as a Communication Site is within City Rights-of-Way.

- (2) **Site Eligibility** – Licensor shall determine whether a requested location for the installation is eligible as a Communication Site based on space availability or other considerations. In addition, Licensor must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Concerning a request to install a new pole, Licensor shall determine whether Rights-of-Way Regulations and availability of Rights-of-Way prevent the pole installation at the requested location.
 - a. No application for a new pole installation at a new physical location within the City Right-of-way shall be allowed except through the City’s Conditional Use Permit process.

- (3) **Review Criteria** – For each Communication Site Application, the City Representative shall:
 - a. Verify that the Communication Site Application is complete.

 - b. Review engineering design documents to determine:
 - i. compliance with contractual requirements under this Agreement; and
 - ii. no interference with City public safety radio system, traffic signal light system, or other communications components; and
 - iii. site restoration and compliance with applicable building codes; and
 - iv. that visual aesthetics are maintained; and
 - v. that the replacement of a utility pole and installation shall not exceeded fifty-five (55) feet from existing grade to the top of the pole. A pole may exceed the fifty-five (55) foot height limit if after a structural analysis by Ameren Missouri indicates that a pole in excess of the fifty-five (55) foot height requirement is necessary.

 - c. Determine compliance with any other applicable requirements.

As appropriate, the City Representative shall require Licensee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application, which may not be processed

under this Agreement.

(4) **Approval of Application** – The approval of the Communication Site Application requesting to attach to a pole, replace an existing utility pole, or a new pole installation at a new physical location within the City Right-of-way upon approval of a Conditional Use Permit, shall authorize Licensee to proceed to obtain all generally applicable, ministerial permits that are required of all occupants of the Rights-of-way, if required (collectively, “ROW Permit”). Licensee shall comply with the requirements of the Rights-of-Way Regulations. Licensee shall pay all appropriate Missouri standard promulgated one-time ROW Permit fees (“ROW Permit Fees”), if required. Licensor may impose on the ROW Permit only those conditions that are necessary to protect structures in the Rights-of-way, to ensure the proper restoration of the Rights-of-way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-way. Except as otherwise specifically provided in this Agreement, the Licensor shall not treat Licensee's Communication Site Applications or ROW Permit applications in a more burdensome manner than Licensor treats Rights-of-way access permits of all other public utilities and telecommunications services providers. Upon obtaining a ROW Permit, Licensee may proceed to install the Communication Facility in coordination with any affected City departments. Approval of a Communication Site Application related to the use of a pole owned by a third party, shall authorize Licensee to proceed with attachment process applicable to the pole owner and in accordance with the pole owner's regulations.

(5) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute a Supplemental License, which shall be effective as of the date of application approval.

SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY

(a) **Compliance with Law Required** – The work done by Licensee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the Rights-of-way shall be subject to and governed by all pertinent local and state laws, rules, regulations, including the City's Rights-of-Way Regulations, that are applicable to ensuring the work done does not unduly inconvenience the public in the use of the surface of the streets and sidewalks.

(b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the use of City's Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety and convenience.

SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES

- (a) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Licensee shall comply with the provisions of the Rights-of-Way Regulations, including but not limited to provisions pertaining to the following activities:
- (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;
 - (2) installation of new poles in the Rights-of-Way;
 - (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
 - (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
 - (5) applicable excavation and restoration standards; and
 - (6) pavement repairs.
- (b) **Submission of Engineering Plans** – Prior to installation, Licensee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.
- (c) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on Rights-of-way, Licensee will engage a utility locator service. Licensee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.
- (d) **Maintenance and Repair of Communication Facility** – Licensee shall keep and maintain all Communication Facility installed on Rights-of-way in commercially reasonable condition and repair throughout the Term, normal wear and tear and casualty excepted. Licensee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term.
- (e) **Upgrade of Communication Facility** – Licensee shall have the right to upgrade the Communication Facility with next-generation equipment and innovative new technologies. Prior to making any such equipment or technology upgrade that materially changes the size or weight of the Communication Facility, Licensee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement and to verify that the new installation will not cause any interference with City’s public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Licensee will address any interference issues prior to

approval of such application.

- (f) **Coordination of Maintenance and Equipment Upgrade Activities** – Prior to Licensee engaging in planned or routine maintenance activities, or equipment upgrades concerning Communication Facility, Licensee shall provide twenty (20) days advance notice to the City Representative in order to coordinate such maintenance activities with City operations of the traffic light system or other public safety functions. Licensee shall obtain a ROW Permit prior to engaging in any maintenance or equipment upgrade activities in the Rights-of-Way regardless of pole ownership. Such twenty (20) day advance notice shall not be required in the case of an emergency.
- (g) **Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Licensee to remove and abate any Communication Facility or other structure that is in violation of the City’s Rights-of-Way Regulations. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee. Licensor reserves the right to remove any equipment without notice in the event of an emergency.
- (h) **Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Licensee for any damage caused by those persons or entities.

SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES

- (a) **Supervision by Rights-of-Way Manager** – In the event Licensee desires to install poles on Rights-of-way in order to install Communication Facility at a selected Communication Site, such poles shall be owned and maintained by Licensee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that they will not unduly interfere with ordinary travel on the streets or sidewalk. The location of all Licensee’s personal property, poles, and electrical connections placed and constructed by the Licensee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.

SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED

- (a) **Interference with Rights of Others Prohibited** – Licensee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.

- (b) **Signal Interference with City’s Communication Infrastructure Prohibited** – In the event that Licensee’s Communication Facility interferes with the City’s traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Licensee will respond to the Licensor’s request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS

- (a) **Compliance with Local Regulations** – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Licensee.

SECTION 12. EMERGENCY CONTACTS

- (a) **Coordination of Emergency Events** – In case of an emergency due to interference, failure of traffic light signal system, or any unforeseen events, Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. Licensor will make every reasonable effort to coordinate its emergency response with the Licensee. To that end, the Licensor will use the following emergency contacts: The Licensee’s network operations center may be reached 24/7 at (866) 892-5327 or via email at noc@extenetsystems.com.
- (b) **Licensee’s Duty to Maintain Current Emergency Contacts** – Licensee will maintain the emergency contact information current at all times with the City Representative.
- (c) **Licensee’s Response to Network Emergency** - In case of a network emergency, Licensee may access its Communication Facility without first obtaining a ROW Permit provided Licensee has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Licensee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Licensee will make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to entering the Rights-of-Way, Licensee will contact the City Representative and give notice to Licensor of the network emergency and an estimated time period to address the situation.
- (d) **Licensor’s Duty to Maintain Emergency Contacts** – Licensor will maintain the emergency contact information current at all times with Licensee. If Licensee is unable to contact Licensor’s emergency contact, Licensee shall contact the Arnold

Police Department.

SECTION 13. INDEMNITY

- (a) **General Indemnity Clause – Licensee covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and collectively (“Indemnitees”), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City arising out of a third-party claim to the extent arising from any negligent acts or omissions of Licensee, any agent, officer, director, representative, employee, consultant or subcontractor of Licensee, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.**
- (b) **Licensor’s Duty to Notify Licensee of Claims –** The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney. Said approval shall not be unreasonably withheld, delayed or conditioned.
- (c) **Licensor’s Consent to Settle Claims –** Licensee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Licensee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors, volunteers or representatives of City. The City’s withholding its consent as allowed in the preceding sentence does not release or impair Licensee of any obligations under this Section. Licensee must give City at least twenty (20) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.
- (d) **General Limitation –** Neither party will be liable under this Agreement for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been

aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

SECTION 14. INSURANCE REQUIREMENTS

- (a) Prior to the commencement of any work under this Agreement, the Licensee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until the City has received such certificate.
- (b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such review and modification shall not occur more frequently than every five (5) years.
- (c) The Licensee’s financial integrity is of interest to the City; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Missouri and with an A.M Best’s rating of no less than A-VII, in the following types and for an amount not less than the amount listed below:

Type of Coverage	Amounts
1. Workers’ Compensation	Statutory
2. Employers’ Liability	\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/complete operations d. Property damage	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence and General Aggregate limit of \$2,000,000
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- (e) The Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
 - Name the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation

and professional liability policies.

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
 - Licensee shall provide annual notice to Licensor of proof of insurance; and, upon receipt of notice from its insurer, Licensee will provide Licensor with thirty (30) days prior written notice of cancellation. If Licensee has an annual policy, such notice of annual coverage is sufficient.
- (f) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Licensee's performance should there be a lapse in coverage at any time during this Agreement.
- (g) In addition to any other remedies the City may have upon the Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Licensee to stop work hereunder, and/or withhold any payment(s) which become due to the Licensee hereunder until the Licensee demonstrates compliance with the requirements hereof.
- (h) Nothing herein contained shall be construed as limiting in any way the extent to which the Licensee may be held responsible for payments of damages to persons or property resulting from the Licensee's or its subcontractors' performance of the work covered under this Licensee Agreement.
- (i) It is agreed that the Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.
- (j) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

SECTION 15. ADMINISTRATION OF LICENSE

- (a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager shall review the operations of Licensee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.
- (b) **Licensee's Duty to Communicate with City Officials** – Licensee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of

Licensee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the Rights-of-Way Manager and the City Representative.

- (c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to Licensor

City of Arnold, MO
Community Development Director
2101 Jeffco Blvd.
Arnold, MO 63010
636-282-2378
mholden@arnoldmo.org

If to Licensee:

ExteNet Systems, Inc.
ATTN: CFO
3030 Warrenville Rd., Suite 340
Lisle, IL 60532

With a copy to "General Counsel" at the same address.

SECTION 16. ASSIGNMENT OF LICENSE; SUBLICENSE

- (a) **Limited Right of Assignment** – This Agreement and each Supplemental License under it may be sold or assigned by Licensee without any approval or consent of the Licensor to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the Licensor, which shall not be unreasonably withheld, conditioned, or delayed. Licensee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, affiliate or subsidiary of Licensee within a reasonable period of time after the consummation thereof. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.
- (b) **Licensee's Right to Grant Security Interest in License** – Additionally, Licensee

may mortgage or grant a security interest in this Agreement and the Communication Facility, and may assign this Agreement and Communication Facility to any mortgagees or holders of security interest, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees' interests in this Agreement are subject to all of the terms and provisions of this Agreement. In such event, City shall execute such consent to financing as may reasonably be required by Mortgagees.

- (C) **Sublicense** – The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Communication Facilities deployed by Licensee in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by Licensee's third-party wireless carrier customers ("Carriers") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such Facilities shall be treated as Licensee's Communication Facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such Communication Facilities; (ii) Licensor's sole point of contact regarding such Communication Facilities shall be Licensee; (iii) Licensee shall have the right to remove and relocate the Communication Facilities; and Licensee shall not grant such Carriers with rights to access such Communication Facilities.

SECTION 17. FUTURE CONTINGENCY

- (a) **Renegotiation for Incapacity of Contract** – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the Licensee and Licensor shall meet and negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited.

SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION

- (a) **Events of Termination** – This Agreement may be terminated before the expiration date of the Term on written notice by City to Licensee, if Licensee materially breaches any provision of this Agreement and such breach is not cured by Licensee within sixty (60) days after Licensee's receipt of written notice of such breach from the City. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of the City to insist upon or seek compliance with such terms and conditions.
- (b) **No Waiver of Duties** – Termination of this Agreement does not relieve Licensee from the obligation (i) to pay Annual License Fees accrued and owing to Licensor under the Agreement at the time of termination, or (ii) concerning any claim for damages against Licensee under this Agreement. Licensor's rights, options, and

remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Licensor may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by Licensor of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE

- (a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Missouri, and the City of Arnold in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.
- (b) **Changes to Laws and Regulations Affecting Fee Rates.** Licensee and City acknowledge and agree that, in order to expedite the development and construction of Licensee's network for the benefit of residents and visitors in the City the rates set forth in Section 5 have been negotiated by the parties without complete information concerning their reasonableness relative to the costs to be incurred by City or the rates being charged to others for similar access, use and attachments in the same or contiguous market areas, and without regulatory review. Therefore, during the term of this Agreement if: (a) lower rates are established or charged to Licensee's competitors as a result of any ordinance or regulation subsequently adopted by City or by the State or any federal agency having jurisdiction over such determinations; or (b) a court or regulatory agency makes a final, non-appealable determination that the rates set forth in Section 5 or any portion thereof or any rates for similar access, use or attachments in the same or contiguous market areas that are equal to or lower than such rates are not reasonable or legal, then the parties shall negotiate in good faith to reduce the rates set forth in Section 5 accordingly. Further if by the State or any federal agency having jurisdiction over such determinations; or (b) a court or regulatory agency makes a final, non-appealable determination that the terms and conditions of access to the ROW or rights of attachment to City Facilities are materially different from or in addition to the rights set forth herein, the Parties will negotiate in good faith to amend the Agreement to reflect such determinations.
- (c) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations that are generally applicable to occupants of the Rights-of-Way that it determines necessary in the exercise of City's governmental powers. Licensee shall abide by any Rights-of-Way Regulations that do not conflict or are otherwise preempted by state or federal law.
- (d) **Enforcement of Local Regulations** – Licensor expressly reserves the right to enforce requirements for ministerial issuance of ROW Permits. It is understood and agreed that Licensee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.

- (e) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED. THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

SECTION 20. NON-DISCRIMINATION

- (a) **Non-Discrimination** – Licensee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law. In the event non-compliance occurs with this Section occurs, Licensee, upon written notification by City, shall commence compliance procedures within thirty (30) days.

SECTION 21. MISCELLANEOUS PROVISIONS

- (a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensor. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.
- (b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- (c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
- (d) **Extent of Agreement** – This Agreement, and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.

- (e) **Authority** – The signer of this Agreement for the Licensee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Licensee or the City respectively.
- (f) **Non-Waiver of Rights** – By entering this Agreement, neither Licensor nor Licensee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Licensee’s access rights concerning the Rights-of-Way.
- (g) **Force Majeure** – In the event a Party’s performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party’s reasonable control, such inability to perform will be deemed to be excused and no penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, “force majeure” means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party’s reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.
- (h) **Technical Amendments** – Other than proposed substantive contractual amendments requested under Section 4, the Parties may mutually agree to make technical amendments to the Agreement and its exhibits without the approval of the City that would not alter the obligations and responsibilities of the Parties under the Agreement, in order to address advances and/or innovations in wireless technologies and equipment.
- (i) **No Partnership or Joint Venture** – The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint ventures.
- (j) **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.
- (k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.
- (l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.
- (m) **Change of Law** – If any federal, state, or local laws or regulations (including, but

not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, “Laws”) that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the date of this Agreement and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

[Remainder of Page Intentionally Left Blank – Signature Page(s) to Follow]

EXECUTED and AGREED.

CITY OF ARNOLD

**EXTENET SYSTEMS,
INC.**

(Signature)

(Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: Executive Vice-President and CFO

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

**CITY OF ARNOLD, CITY COUNCIL MEETING
AUGUST 2 2018, MEETING**

TO: MAYOR AND CITY COUNCIL
FROM: CHRISTIE HULL BETTALE - EIT, COMMUNITY DEVELOPMENT
SUBJECT: 2018-26, CONDITIONAL USE FOR A FAST FOOD RESTAURANT AND TEMPORARY SEASONAL STRUCTURE, 1261 WATER TOWER PLACE
DATE: JULY 26, 2018
CC:

Request

Mrs Alexia Taylor with Interplan, representing MOD Pizza has submitted for approval of a Conditional Use Permit for a fast food restaurant at 1261 Water Tower Place. Please find attached the application and written responses to the criteria used to review a conditional use permit. Also refer to the Staff report dated July 20, 2018, 2018-27 Commercial site plan for plans and elevations.

Planning Commission Summary and Recommendation

The Planning Commission held a public hearing and considered this request at their July 24, 2018 meeting. No one spoke at the public hearing. There was minimal discussion during the meeting regarding landscape, the awning and a crosswalk. The Commission added conditions number 6 and 7. The Planning Commission voted 9-0 to forward a recommendation of approval as presented.

Analysis

We are pleased to see this new style of fast food dining be brought to Arnold. MOD Pizza is Artisan-style pizzas and salads are individually sized, made on demand, and ready in just minutes. Dough and ingredients are fresh and in house and pizzas are baked brick oven style.

Staff's main points have been outlined in the Staff report for File Number 2018-27, Commercial Site Plan approval for MOD Pizza and those comments are applicable here and the proposed conditions of approval for this application reflect those comments.

To address the patio addition, has a timber awning with fabric covering which is temporary in nature and will be removed in the winter season. A board of adjustment approval will be needed for the awning, any temporary structure must abide by the 50' set back and the proposal is not meeting this requirement.

This Conditional Use Permit Request is twofold: 1st for fast food and 2nd for the allowance of a temporary structure. Note: any temporary structure placed in excess of 31 day requires a CUP.

When reviewing a conditional use permit, the following must be taken into consideration:

The use is deemed consistent with good planning practice. Fast food is not inconsistent with good planning practice.

The use can be operated in a manner that is not detrimental to the permitted developments and uses in the district. The use will not be detrimental to the permitted developments and other uses in the district since there are other fast food restaurants operating the vicinity with no detrimental impacts.

The use can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area. The existing space at 1261 Water Tower Place will be renovated. The updates and new styling will be fresh look and unique improvement that will complement the surrounding area.

The use is deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City of Arnold. The use can be deemed desirable by providing a choice in dining opportunities. In addition, the building renovation will promote the health, safety and welfare of the uses of the area.

Staff Recommendation

Staff recommends the Planning Commission approve the requested conditional use permit with the below findings and conditions.

Findings:

1. Fast food is not inconsistent with good planning practice.
2. The use will not be detrimental to the permitted developments and other uses in the district since there are other fast food restaurants operating the vicinity with no detrimental impacts.
3. The existing space at 1261 Water Tower Place will be renovated. The updates and new styling will be fresh look and unique improvement that will complement the surrounding area.

4. The use can be deemed desirable by providing a choice in dining opportunities. The use can be deemed desirable by providing a choice in dining opportunities. In addition, the building renovation will promote the health, safety and welfare of the uses of the area.

Conditions:

1. The Board of Adjustment approves the variances for MOD Pizza 50' yard setback for the Seasonal Awning.
2. The Commercial Site Plan for MOD Pizza is approved by the Planning Commission.
3. Should trees need to be removed, they need replacement inch for inch in caliper with city approved type of tree to be reviewed by staff.
4. Any existing or new dumpster for use by MOD pizza must have a screened enclosure complimentary with the building and per city code requirements.
5. Current ADA standards will be met for new construction and site improvements.
6. Add a crosswalk.
7. Add more landscape and shrubs to enhance the patio and overall area, but not to conflict with corner sight triangle.

7.19.18

City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

Reference: City of Arnold, MO Special Use Application
IP # 2018.0043
MOD Pizza Arnold, MO

Dear Christie R Hull Bettale, EIT:

Please accept this letter as acknowledgment of the items listed below for request of review of the application for conditional use approval for the proposed MOD Pizza located in Arnold, MO.

- a. Such development or use is deemed consistent with good planning practice.
- b. The development or use can be operated in a manner that is not detrimental to the permitted developments and uses in the district.
- c. The development or use can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area.
- d. The development or use is deemed essential or desirable to preserve and promote the public health, safety, and general welfare or the City of Arnold.

Sincerely,
INTERPLAN LLC



Richard B. Paszkiet, NCARB, AIA, LEED AP BD+C
Associate Director

ARCHITECTURE ORLANDO CHICAGO
ENGINEERING INTERIOR DESIGN PERMITTING

PHILADELPHIA
PERMITTING ENTITLEMENTS DUE DILIGENCE



2015 10/15/15
 10/15/15
 10/15/15

INTERPLANS

ARCHITECTURE
 ENGINEERING
 INTERIOR DESIGN
 PROJECT MANAGEMENT

11. 700 BARRAGE AVE. SUITE D
 CHARLOTTE, NC 28203
 PHONE: 704.366.1111
 FAX: 704.366.1112
 WWW.INTERPLANS.COM

ARNOLD
 1261 WATER TOWER PLACE
 ARNOLD, MO 63010

DATE: _____
 SHEET/REVISION: _____
 SHEET: **A-002**
 SHEET PLAN
 PROJECT NO: _____
 DRAWN BY: _____

SHEET NOTES

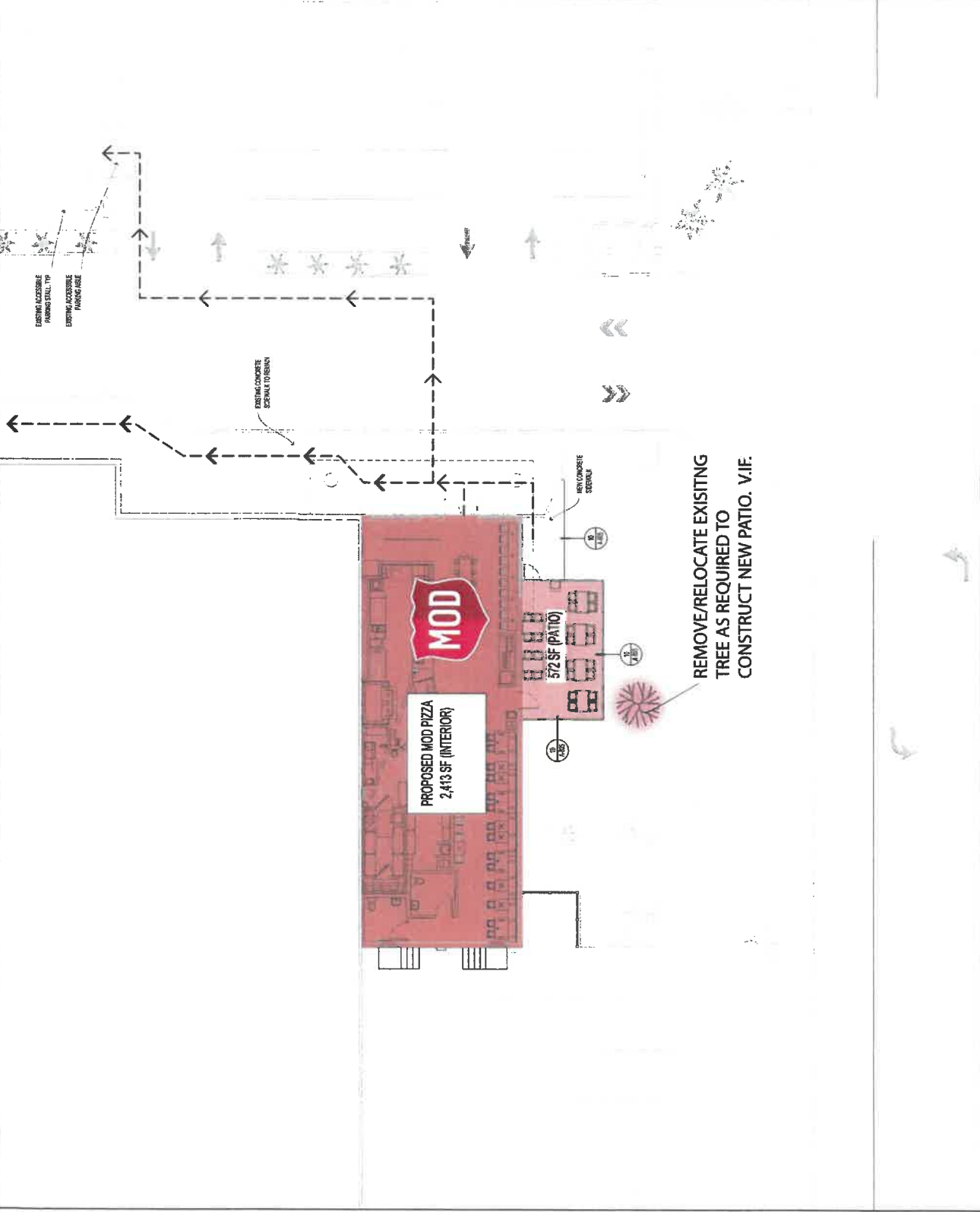
1. ACCESSIBLE ROUTE TO PUBLIC RIGHT OF WAY IS EXISTING.
2. ACCESSIBLE ROUTE BEYOND LEASE LINK TO ACCESSIBLE PARKING IS EXISTING.

LEGAL DESCRIPTION

PARCEL NUMBER: 14-03-01-000-00-00

SHEET SYMBOLS

- > ACCESSIBLE ROUTE
- > ACCESSIBLE ROUTE TO PUBLIC RIGHT OF WAY



REMOVE/RELOCATE EXISTING TREE AS REQUIRED TO CONSTRUCT NEW PATIO. V.I.F.

PROPOSED MOD PIZZA
 2,413 SF (INTERIOR)

572 SF (PATIO)

NEW CONCRETE SURFING

EXISTING ACCESSIBLE PARKING STALL, TYP.

EXISTING ACCESSIBLE PARKING SPACE

EXISTING CONCRETE SPRAWL TO REMOVE



INTERPLANS
ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT
11000 W. CAMPBELL AVENUE, SUITE 1100
DALLAS, TEXAS 75243
PH 972.382.1999
WWW.MODINTERPLANS.COM

ARNOLD
1261 WATER TOWER PLACE
ARNOLD, MO 63010

A-003
GENERAL OCCUPANCY
ACCESSIBILITY PLAN
DATE: 11/11/17
SCALE: 1/8" = 1'-0"

CALCULATIONS

OCCUPANCY GROUP: ASSEMBLY A-1 (RESTAURANT)
INTERIOR OCCUPANT LOAD (IBC TABLE 1001.2)

AREA	AREA (SQ FT)	SEATING CAPACITY
UNASSIGNED	184	11
SEATING (CHAIRS)	14	15
STAIRS	53	260
ACCESSORY	79	0
TOTAL	230	296

ENTRANCE OCCUPANT LOAD (IBC TABLE 1001.2)

AREA	AREA (SQ FT)	SEATING CAPACITY
UNASSIGNED	36	2

PRESCRIPTIONS (IBC TABLE 1002.2)

SEAT TYPE	SEATING CAPACITY
STANDARD SEAT	16
STANDARD CHAIR	16
STANDARD STOOL	16
TOTAL	48

ENTRANCE SEATING (IBC TABLE 1002.2)

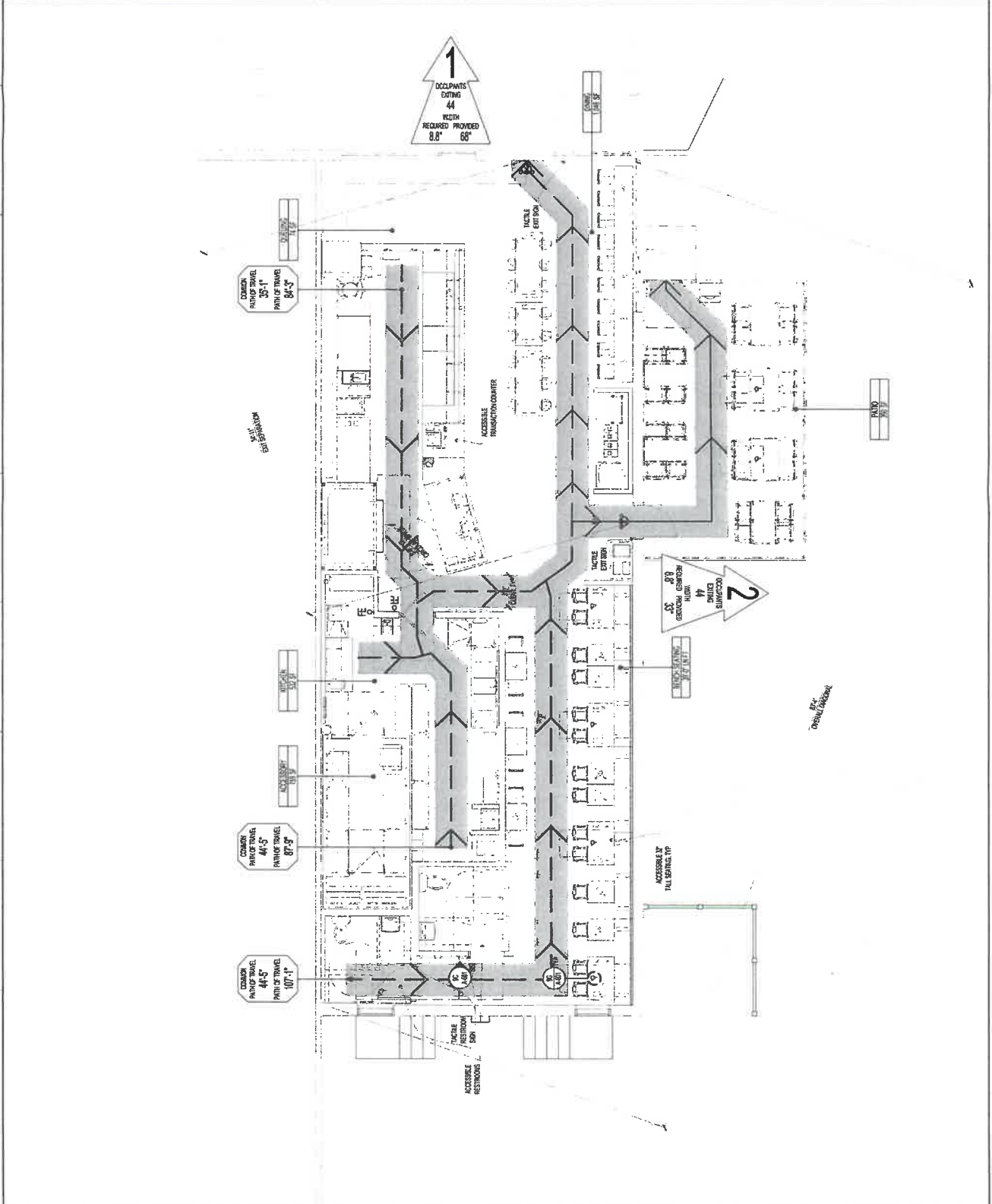
SEATING TYPE	SEATING CAPACITY
STANDARD SEAT	24
STANDARD CHAIR	24
STANDARD STOOL	24
TOTAL	72

ENTRANCE ACCESSIBLE SEATING (IBC TABLE 1002.2)

SEATING TYPE	SEATING CAPACITY
STANDARD SEAT	2
STANDARD CHAIR	2
STANDARD STOOL	2
TOTAL	6

ENTRANCE TOTAL OCCUPANCY (IBC TABLE 1002.2)

SEATING TYPE	SEATING CAPACITY
STANDARD SEAT	22
STANDARD CHAIR	22
STANDARD STOOL	22
TOTAL	66



SHEET SYMBOLS

- CONDUIT PATH OF TRAVEL
- PATH OF TRAVEL
- WALL MOUNTED
- FREE STANDING
- WALL MOUNTED 48" AFF
- TACTILE SIGNAGE
- SEE PAGE 1
- EXIT SIGN REFER TO ELECTRICAL DRAWINGS



ARNOLD
1261 WATER TOWER PLACE
ARNOLD, MO 63010

DATE: 11/11/17
SHEET NUMBER: A-003



ARNOLD - EXTERIOR



PROPOSED EXTERIOR REFRESH - OPTION 2



ARNOLD - EXTERIOR



EXTERIOR FRONT ELEVATION - PROPOSED OPTION 2

3/16"=1'-0"



ARNOLD - EXTERIOR



EXTERIOR SIDE ELEVATION - PROPOSED OPTION 2

3/16"=1'-0"



FEATURES & SPECIFICATIONS

INTENDED USE

Provides maintenance-free general illumination for outdoor use in residential and commercial applications such as retail, education, multi-unit housing and storage. Ideal for lighting building facades, parking areas, walkways, garages, loading areas and any other outdoor space requiring reliable security lighting.

CONSTRUCTION

Sturdy weather-resistant aluminum housing with a dark bronze finish.

High performance LEDs are powered by an MVOLT driver providing 2720 and 3970 delivered lumens at 5000K. 100,000 hours LED lifespan based on IESNA LM-80-08 results and calculated per IESNA TM-21-11 methodology. Fixture is maintenance-free.

Rated for outdoor installations -40°C minimum ambient.

Adjustable Dusk-to-Dawn, photocell standard automatically turns light on at dusk and off at dawn for convenience and energy savings.

Photocell can be disabled by rotating the photocell cover.

OPTICS

Precision-molded acrylic lenses provide optimal luminaire spacing with Type 3 distribution.

Nighttime Friendly™ full cutoff above 90° angle, standard.

INSTALLATION

Wall or arm mount (mounting arm sold separately).

All mounting hardware included.

LISTINGS

UL Certified to US safety standards. C-UL Certified to Canadian safety standards. Wet location listed.

Tested in accordance with IESNA LM-79 and LM-80 standards. DLC qualified product.

WARRANTY

5-year limited warranty. Complete warranty terms located at

www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

NOTE: Specifications are subject to change without notice.

Catalog Number
Notes
Type

Outdoor General Purpose

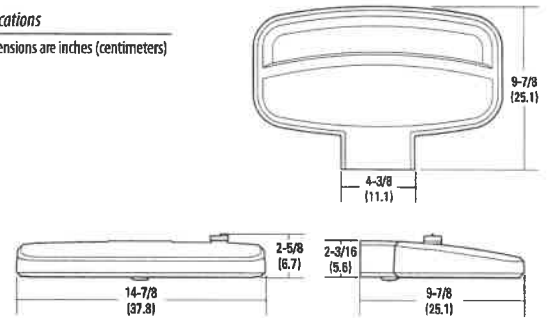
OLW

LED WALL PACK



Specifications

All dimensions are inches (centimeters)



ORDERING INFORMATION

For shortest lead times, configure products using **bolded options**.

Example: OLW 23

OLW					
Series	Lumens / Color temperature (CCT)		Voltage	Features	Finish
OLW LED Wall Light	23	2720 delivered lumens / 5000K ¹	(blank) MVOLT (120V-277V)	(blank) Photocell included	(blank) DDB Dark Bronze
	31	3970 delivered lumens / 5000K ¹			

Accessories: Order as separate catalog number.

OMA 18 DDB U 18" Steel mounting arm

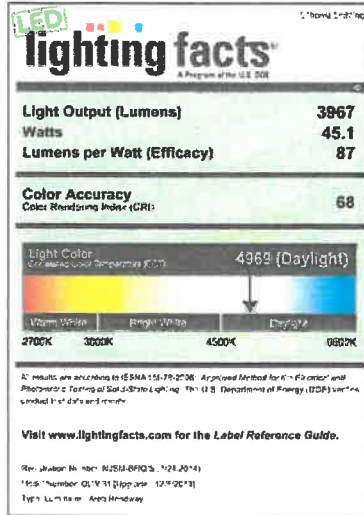
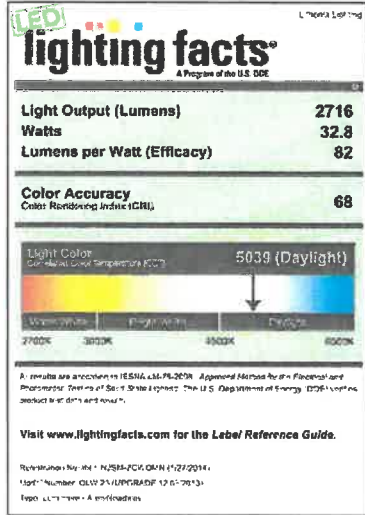
Notes

1 Correlated Color Temperature (CCT) shown is nominal per ANSI C78,377-2008.

OLW LED Wall Light

PHOTOMETRICS

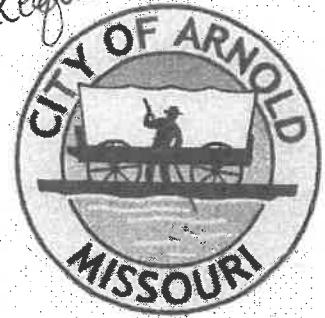
Full photometric data report available within 2 weeks from request. Consult factory.
Tested in accordance with IESNA LM-79 and LM-80 standards.



Sign up by: 7/9
P&Z meeting 7/24

Public Hearings
Notice Required

Community Development Department
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010
636-282-2378
636-282-6677 Fax



CONDITIONAL USE PERMIT APPLICATION

File Number 2018-26

\$400.00 Fee - Paid

APPLICANT/CONTRACT PURCHASER

Alexia Taylor
Name

604 Courtland St. Ste. 100 Orlando, FL 32804
Address, City, State, Zip

407.645.5008
Telephone Number

407.629.9124
Facsimile Number

1261 Water Tower Place Arnold, MO 63010
Property Address (or nearest intersection)

OWNER

MOD Superfast Pizza, LLC
Name

2035 158th CT NE #200 Belleue, WA 98008
Address, City, State, Zip

Telephone Number

Facsimile Number

C-3
Zoning of Property

Proposed Use Fast food restaurant (restaurant without table service)

Adjacent Zoning/Uses

<u>C3</u>	<u>C3</u>	<u>C3</u>	<u>C3</u>
North	South	East	West

6/28/18
Date of Application

Alexia Taylor
Signature of Applicant

7/24/18
Meeting Date Targeting

David Zimmerman
Signature of Owner

Email or call 407/645-5008 (Alexia)
Q: Ataylor@interplanllc.com