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**City Council Meeting  
Council Chamber**

**August 3, 2023  
7:00 P.M.**

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**Zoom Link – Internet Audio/Video:**

<https://us02web.zoom.us/j/87566229844?pwd=L2Zwb3h2ZFh6SzhjSHR6V1FPWWE2Zz09>

**Dial-in Number: 312 626 6799**

**Meeting ID: 875 6622 9844**

**Passcode: 227312**

## **AGENDA**

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
  - A. Regular Council Meeting Minutes from **July 6, 2023.**
  - B. Special Council Meeting Minutes from **July 13, 2023.**
  - C. Payroll Warrant **#T00481 in the Amount of \$363,992.96.**
  - D. Payroll Warrant **#T00490 in the Amount of \$349,201.94.**
  - E. General Warrant **#5838 in the Amount of \$629,282.33.**
  - F. General Warrant **#5839 in the Amount of \$915,133.17.**
5. Ordinances:

6. Resolutions:

- A. **Resolution #23-27** A Resolution Authorizing the Mayor to Enter into a Contract with Oats and Associates Inc. to Provide Professional Engineering Services for the Missouri State Rd. Sidewalk Project TAP-9901(692).
- B. **Resolution #23-28** A Resolution Authorizing the Mayor to Enter into a Contract with Bill Hampton Enterprises, LLC for the Lonedell Project STP-5445(602).
- C. **Resolution #23-29** A Resolution Authorizing the Chief of Police to Enter into A Jail Use Agreement with Byrnes Mill, Missouri.
- D. **Resolution #23-30** A Resolution Authorizing the Arnold Police Department to Enter into an Agreement with Fox C-6 School District as it Pertains to the Utilization of Three School Resource Officers.

7. Motions:

- A. A Motion to Approve Liquor License Applications
- B. A Motion to Approve PC-2023-20 Forefront Dermatology Clinic (Conditional Use Permit).
- C. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Personnel RSMo 610.021 (3).

8. Reports from Mayor and Council

9. Administrative Reports

10. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100.

Mayor Ron Counts called the meeting to order at 7:00 p.m.

The council meeting was also presented live via Zoom Video Conferencing.

The pledge of allegiance was recited. Councilman Gary Plunk offered the prayer.

## **ROLL CALL**

Those present per roll call taken by City Clerk Tammi Casey: Mayor Ron Counts, Fleischmann, Cooley, Mullins, Hood, Moritz, Plunk, McArthur, Fulbright, Richison, Bookless, Lehmann, Sweeney, Crutchley (excused), Wagner, Kroupa and Major Wooldridge.

## **BUSINESS FROM THE FLOOR**

Chris Bailey, 654 Washington – Stated that he lived in the Mt. Vernon subdivision and they are having many issues with power outages.

Jamie Stange, 620 Washington – Informed council that there are significant power outage issues on Washington, but it usually only affects one side of the street. Residents have contacted Ameren regarding the outage issues, which happens frequently and can last for days, but have had no response. Residents are asking for the City's help in trying to rectify the situation, as they feel the City may have a bigger voice with Ameren.

Christine Bailey, 658 Washington – Echoed Ms. Stange's sentiments. The outages always affect the same houses each time. She is also asking for the City's help in rectifying the situation.

EJ Fleischmann informed the residents that he has been in contact with the Municipal Liaison with Ameren. They are investigating the issue and will be out in the neighborhood for the next couple of days. Rodney Mullins encouraged them to contact the Public Service Commission to file a complaint.

## **CONSENT AGENDA**

- A. REGULAR COUNCIL MEETING MINUTES FROM JUNE 15, 2023**
- B. PAYROLL WARRANT #T00462 IN THE AMOUNT OF \$351,619.70**
- C. PAYROLL WARRANT #T00470 IN THE AMOUNT OF \$351,118.66**
- D. GENERAL WARRANT #5837 IN THE AMOUNT OF \$211,568.14**

**Gary Plunk made a motion and so moved to approve the consent agenda.** Seconded by EJ Fleischmann. Roll call vote: Fleischmann, yes; Cooley, yes; Mullins, yes; Hood, yes; Moritz, yes; Plunk, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

## **ORDINANCES**

None

## **RESOLUTIONS**

### **RESOLUTION NO 23-24 – A RESOLUTION AUTHORIZING THE USE OF DRUG FORFEITURE FUNDS TO PURCHASE FIFTY-SEVEN UNIFORM OUTER CARRIERS FROM LEON UNIFORM COMPANY**

**EJ Fleischmann made a motion and so moved to approve Resolution No 23-24.** Seconded by Bill Moritz. Roll call vote: Fleischmann, yes; Cooley, yes; Mullins, yes; Hood, yes; Moritz, yes; Plunk, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

### **RESOLUTION NO 23-25 – A RESOLUTION AUTHORIZING THE EXECUTION OF ANY NECESSARY DOCUMENTS WITH THE CITY’S DESIGNATED CONTRACTOR FOR THE DEMOLITION AND CLEARANCE OF TWO CITY-OWNED PROPERTIES LOCATED AT 2183 AND 2191 DUDLER DRIVE AND FOR THE REMOVAL OF THE BRIDGE SERVING SAID PROPERTIES**

**Bill Moritz made a motion and so moved to approve Resolution No 23-25.** Seconded by Mark Hood. Roll call vote: Fleischmann, yes; Cooley, yes; Mullins, yes; Hood, yes; Moritz, yes; Plunk, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

### **RESOLUTION NO 23-26 – A RESOLUTION AUTHORIZING THE EXECUTION OF ANY NECESSARY DOCUMENTS WITH THE CITY’S DESIGNATED CONTRACTOR FOR THE DEMOLITION AND CLEARANCE OF A CONDEMNED PROPERTY KNOWN AS THE BRIDGEVIEW TRAILER COURT**

**Jason Fulbright made a motion and so moved to approve Resolution No 23-26.** Seconded by Bill Moritz. Roll call vote: Fleischmann, yes; Cooley, yes; Mullins, yes; Hood, yes; Moritz, yes; Plunk, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

## **MOTIONS**

### **A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS**

Tammi Casey informed council that the Liquor Committee held a meeting earlier this evening to review the remainder of annual license renewals received since the June 1, 2023 meeting. The committee is forwarding a recommendation of approval by unanimous vote.

**Rodney Mullins made a motion and so moved to approve all annual liquor license renewals received since the June 1, 2023 meeting.** Seconded by Bill Moritz. Roll call vote: Fleischmann, yes; Cooley, yes; Mullins, yes; Hood, yes; Moritz, yes; Plunk, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

Tammi Casey also stated that Las Fuentes Mexican Restaurant has applied for a Change in Managing Officer. The committee is forwarding a recommendation of approval by unanimous vote.

**Butch Cooley made a motion and so moved to approve the Change in Managing Officer application for Las Fuentes Mexican Restaurant.** Seconded by Mark Hood. Roll call vote: Fleischmann, yes; Cooley, yes; Mullins, yes; Hood, yes; Moritz, yes; Plunk, yes; McArthur, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

**B. A MOTION TO APPROVE PC-2023-17 IMPACTLIFE CLINIC (CONDITIONAL USE PERMIT)**

David Bookless informed council that this conditional use permit is for a volunteer blood donation center located at 1726 Missouri State Road. The Planning Commission held a public hearing at its June 13, 2023 meeting and is forwarding a recommendation of approval by a vote of 5 to 0. If no action is taken tonight the CUP stands approved. No action was taken.

**C. A MOTION TO APPROVE PC-2023-18 ST. LUKE'S PHYSICIAN CLINIC (CONDITIONAL USE PERMIT)**

David Bookless informed council that this is a conditional use permit for clinic to allow for physician offices at 874 Arnold Commons Drive. The Planning Commission held a public hearing at its June 13, 2023 meeting and is forwarding a recommendation of approval by a vote of 5 to 0. If no action is taken tonight the CUP stands approved. No action was taken.

**D. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING REAL ESTATE PURSUANT TO RSMo 610.021 (2)**

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

**REPORTS FROM MAYOR AND COUNCIL**

EJ Fleischmann, Ward 1 – Stated that Friday's storm created his busiest weekend ever as a councilman. He was extremely impressed with how both residents and city staff handled the situation.

Bill Moritz, Ward 2 – Stated he attended the Farmers Market last Saturday and was very impressed with how quickly the Parks and Recreation staff cleared and cleaned up all the debris from Friday's storm.

Regular Meeting  
July 6, 2023

Jason Fulbright, Ward 1 – Stated he attended one of the Comprehensive Plan Update Work Shops and commended staff for their hard work on the project.

**ADMINISTRATIVE REPORTS**

Bryan Richison – Informed council that the storm debris drop off, which opened at Arnold Park on Monday, has received significant accumulation. The drop off will be open through Friday.

Major Wooldridge – Thanked the council for passing Resolution No. 23-24, as the outer carriers will be very beneficial to the officers. The Major also informed council that two new police officers were sworn in by the City Clerk this week, Brett Miller and Nathaniel Brandt.

Judy Wagner – Informed everyone that N.B. West will be repaving Jeffco Blvd within the next few weeks and the retaining wall project on Church Road is still on hold at the moment, while the engineers finalize rebuilding plans.

David Bookless – Informed council that staff has filed the paperwork with the Census Bureau for a count review. Mr. Bookless also thanked the council members who attended the Comprehensive Plan Update Work Shops. The final Work Shop will be held next Tuesday during the Planning and Zoning meeting.

Mayor Counts announced a five-minute recess before going into Closed Session.


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Closed Session ended at 8:03 p.m.

A motion to adjourn the meeting was made by Butch Cooley. Seconded by Gary Plunk.

Voice vote: All Yeas.

Meeting adjourned at 8:03 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 7/6/2023

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO 23-24	RESOLUTION NO 23-25	RESOLUTION NO 23-26	MOTION TO APPROVE LIQUOR RENEWALS	
<b>COUNCIL MEMBERS:</b>								
<b>MAYOR</b>	RON COUNTS	PRESENT						
<b>COUNCIL:</b>	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	RODNEY MULLINS	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	MARK HOOD	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	BILL MORITZ	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES	
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>		DAVE CRUTCHLEY	EXCUSED		
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>		JUDY WAGNER	PRESENT		
<b>COM DEV</b>	DAVID BOOKLESS	PRESENT	<b>TREASURER:</b>		DAN KROUPA	PRESENT		
<b>FINANCE DIRECTOR</b>	BILL LEHMANN	PRESENT	<b>POLICE DEPT.</b>		MAJOR WOOLDRIDGE	PRESENT		
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT						





Mayor Ron Counts called the special meeting to order at 8:00 p.m.

The special council meeting was available on Zoom for those who were not able to attend in person.

**ROLL CALL**

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

**MOTIONS**

- A. 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)**


**Jason Fulbright made a motion and so moved to hold a Closed Session immediately following the city council special meeting. Seconded by Rodney Mullins. Roll call vote: Fulbright, yes; Moritz, yes; McArthur, yes; Plunk, yes; Cooley yes; Mullins, yes; Fleischmann, yes; Hood (excused); 7 Yeas: Motion Carried.**

Mayor Counts announced a 5-minute recess before going into closed session.

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Closed session ended at 8:33 p.m.

A motion to adjourn the meeting was made by Gary Plunk. Seconded by Butch Cooley. Voice vote: All Yeas.

Meeting adjourned at 8:33 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: SPECIAL MEETING

DATE: 7/13/2023

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BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	MOTION TO HOLD CLOSED SESSION				
MAYOR	<u>RON COUNTS</u>	PRESENT					
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT	YES				
COUNCIL:	<u>BILL MORITZ</u>	PRESENT	YES				
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT	YES				
COUNCIL:	<u>GARY PLUNK</u>	PRESENT	YES				
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT	YES				
COUNCIL:	<u>RODNEY MULLINS</u>	PRESENT	YES				
COUNCIL:	<u>EJ FLEISCHMANN</u>	PRESENT	YES				
COUNCIL:	<u>MARK HOOD</u>	EXCUSED	EXCUSED				
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DAVE CRUTCHLEY			EXCUSED
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	JUDY WAGNER			PRESENT
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:	DAN KROUPA			PRESENT
FINANCE DIRECTOR	BILL LEHMANN	EXCUSED	POLICE DEPT.	CHIEF CARROLL			PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

RESOLUTION NO: 23-27

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH OATES AND ASSOCIATES INC TO PROVIDE  
PROFESSIONAL ENGINEERING SERVICES FOR THE MISSOURI  
STATE RD SIDEWALK PROJECT TAP-9901(692).

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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 Oates and Associates Inc. to provide professional engineering services for the Missouri State Rd sidewalk Project TAP-9901(692). The contract is not to exceed \$92,800.31.

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: \_\_\_\_\_

**SPONSOR: CITY OF ARNOLD, MO**  
**LOCATION: MISSOURI STATE ROAD**  
**PROJECT: TAP-9901 (692)**

*THIS CONTRACT* is between the CITY OF ARNOLD, Missouri, hereinafter referred to as the "Local Agency", and OATES ASSOCIATES INC., hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Transportation Enhancements Fundss program (TAP), coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a shared use path on Missouri State Road from Sherwood Elementary School to west of Ridgeway Drive and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

**See Attachment A**

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 10% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 10% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING <u>ADDRESS</u>	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
Millennia Professional Geotechnical Services of Illinois, Ltd. 6439 Plymouth Avenue Suite W-129 St. Louis, MO 63133		\$9,765.00	\$9,765.00	100%

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on July 1, 2025.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$10,511.80, with a ceiling established for said design services in the amount of \$92,800.31, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$0, with a ceiling established for said inspection services in the amount of \$0, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 68.12% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at 87.39% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

#### **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

#### **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve

the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
<b>Millennia Professional Services of Illinois, Ltd.</b>	6439 Plymouth Avenue Suite W-129 St. Louis, MO 63133	Geotechnical Services

#### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

#### **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

#### **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

#### **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this



Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as

amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

#### **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

#### **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

#### **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the County/City this \_\_ day of \_\_\_\_\_, 20\_\_.

**FOR: CITY OF ARNOLD, MISSOURI**

**BY:** \_\_\_\_\_  
Ron Counts, Mayor

**ATTEST:** \_\_\_\_\_  
City Clerk

**FOR: OATES ASSOCIATES, INC.**

**BY:** \_\_\_\_\_  
Chief Executive Officer

**ATTEST:** \_\_\_\_\_

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
Bill Lehmann, Finance Director

## **ATTACHMENT A – Scope of Engineering Services**

Engineering services are required for the preparation of contract plans, specifications, and estimates (PS&E) for the construction of approximately 1,600 feet of shared use pathway along Missouri State Road from the entrance to Sherwood Elementary School to Ridgeway Drive.

The proposed improvements include shared use path construction, selective replacement of existing curb and gutter, new sidewalk and curb ramp connections, stormwater facilities, grading, retaining walls, and other miscellaneous work as required to complete the project in accordance with MoDOT LPA, and City of Arnold standards. Estimated hours and assumptions have been developed following the outlined scope of work listed below.

### **1. Field Surveys**

Establish the existing conditions / topographic features, existing rights of way, easements (identified in subdivision plats), and property lines. Included in this scope are:

- Contact Missouri One Call for utility locates.
- Establish horizontal and vertical control for the project.
- Locate visible existing utilities and underground utilities marked by the utility companies.
- Locate and depict all existing improvements.
- Cross sections at 50-foot intervals
- Prepare an electronic base map of all existing information.

Survey quality aerial photogrammetry and LiDAR will be provided to assist with plan development and public coordination.

Not included in this scope:

- Stake out of proposed improvements.

### **2. Project Development**

Oates will coordinate with all agencies responsible for issuing any permits, approvals, or clearances, whether environmental or otherwise, that might be required. This phase will include:

- Complete Request for Environmental Review (RER) online submittal through MoDOT LPA website
- Complete and submit Section 106 form.
- Complete coordination for Threatened & Endangered Species clearance.

One open house style public meeting is anticipated. Time is included for one aerial exhibit and two people to attend the meeting. Provide monthly status updates for duration of project, assume 18 months.

### 3. Utility Coordination

All available information will be compiled, and key facilities identified. Two submittals will be made to the utility companies, the first at the conceptual plan submittal, and the second at the final plan submittal. Included in this scope are:

- Obtain facility maps for existing utilities within the project limits for each utility.
- Send conceptual plans to utility companies.
- Identify potential conflicts with proposed design layout.
- Evaluate conflicts for design alternatives.
- Provide updated plans at project milestones for distribution to the utility companies.

Not included in this scope:

- Attending a utility coordination meeting.

### 4. Geotechnical Services

This task will include taking soil borings at proposed locations for retaining walls. Included in this scope are:

Oates Associates:

- Coordinate boring locations at proposed retaining wall locations with Millennia and review geotechnical reports.
- Coordinate retaining wall layout.

Millennia Professional Services:

- Complete 2 soil borings for retaining walls and provide report.

### 5. Preliminary Plans (50% Plans)

Preliminary design and plan preparation will be initiated. Preliminary plans will be approximately 50% complete. All design and plan preparation will be completed in MicroStation. Included in this scope are:

- Establish the design criteria.
- Establish the horizontal alignment.
- Develop existing and proposed typical sections.
- Preliminary plan and profile with right of way and utility conflicts identified.
- Preliminary shared use pathway and curb ramp layout.
- Preliminary retaining wall layout.
- Preliminary cross sections every 50 feet to determine construction limits and impacts.
- Preliminary cost estimate.
- Review meeting with City staff to discuss impacts.

## 6. Final Plans

This phase includes two submittals- one complete pre-final (95%) submittal of all documents for review and comment, and one final (100%) submittal of all documents for construction (PS&E). All City and MoDOT review comments will be incorporated, along with any ROW commitments. Final plans will include the following:

- Cover Sheet
  - Location map / project limits
  - Index of Sheets / List of State Standards
- General Notes
- Summary of Quantities
- Schedules
- Typical Sections – existing and proposed
- Alignment and Ties
- Plan and Profile Sheets
- Specialty plan sheets – on separate plan sheets
  - Intersection Warping Plans
  - Traffic Control Plans
  - Pavement Marking & Signing Plans
  - Storm Water Pollution Prevention Plan
- Construction Details
  - Miscellaneous details
  - Entrance details
  - Alignment and Ties
  - Drainage structure details
  - Accessible ramp details
- Cross Sections
  - Provide sections at 50-foot intervals.
  - Show existing & proposed right of way.
  - Provide centerline elevations and cross-slopes.
  - Provide cut and fill areas.
- Contract Documents
  - Job Specific Special Provisions (JSPs)
  - MoDOT LPA Checklist
  - ROW Commitments
  - Working Day Study
  - Engineer's Opinion of Probable Construction Cost
- Pre-Final Plan (95%) Submittal
- Complete field check of proposed improvements
- Review meeting with City staff
- Address City / MoDOT review comments
- Final PS&E (100%) Submittal to City and MoDOT
- Attend pre-bid meeting.
- Answer contractor questions during bid process
- Assist City in evaluating the bids.
- Attend pre-construction meeting.

Not included in this scope:

- Pre-bid meeting

## **7. Right of Way**

It is anticipated that the project will require easement acquisitions from 5 parcels. Oates will establish the existing ROW, prepare acquisition exhibits and legal descriptions, and prepare ROW plans for submittal to MoDOT. Included in this scope are:

- Obtain and review record information, including ROW plats, subdivision plats, and last deed of record.
- Locate and tie in existing monumentation.
- Review monumentation against records.
- Locate and depict all right-of-way lines, property lines, and easements within project limits.
- Establish location of existing right of way, easements, and property lines that adjoin the project from record information.
- Establish proposed right of way and easement lines.
- Prepare individual parcel plats and legal descriptions – estimated 5 temporary easements.
- Prepare detailed ROW plans.

Not included in this scope:

- Obtain title reports.

It is assumed that the City will complete the right of way acquisition process. No formal ROW or property corner staking is included in this scope of work.

## **8. Construction Phase Services**

Construction phase services, such as construction staking, shop drawing review, material testing and observation, will be negotiated during plan development once there is a better understanding of the project length.





## Millennia Professional Services

11 Executive Drive, Suite 12, Fairview Heights, Illinois 62208 618-624-8610

July 10, 2023  
Proposal No. 230707

Travis Helmkamp, PE  
Oates Associates  
720 Olive Street, Suite 700  
St. Louis, Missouri 63101

**Subject:** Proposal for Geotechnical Services  
Missouri State Road Retaining Wall  
Arnold, Missouri

Dear Mr. Helmkamp:

### Introduction

Millennia Professional Services (Millennia) is pleased to submit this proposal to Oates Associates (Oates), to provide geotechnical services for use in the design and construction as part of the retaining wall project in Arnold, Missouri. Our understanding of the project is based on information provided by your office, along with our experience with similar projects and geologic settings. Millennia is a certified MBE/DBE firm, prequalified by MoDOT and other agencies.

### Project Description

Millennia understands the project consists of the design and construction of a shared-use path along Missouri State Road, from just west of Crosswinds Drive to Ridgeway Drive in Arnold, Missouri. The project concepts call for a retaining wall structure at a location between Anthony Court and Ridgeway Drive. Millennia understands the proposed wall heights will not exceed 10 feet in freestanding height. At this time, the walls are assumed to be comprised of mechanically stabilized earth (MSE) walls.

### Scope

The purpose of the geotechnical study will be to obtain information concerning subsurface conditions at the site to form conclusions and make engineering recommendations for the following geotechnical considerations:

- A general geologic reconnaissance of the site to observe for geotechnical conditions that might affect the design, construction, and performance of the structures.
- The location and description of any potentially deleterious materials encountered at the boring locations that may interfere with construction progress or structure performance.

- Allowable bearing capacity and estimated settlement for retaining wall foundations.
- Global stability assessment for the proposed retaining walls.
- Lateral earth pressure parameters for the proposed retaining walls.
- The potential impact of groundwater on the design and construction.
- The suitability of the on-site materials for use as fill and backfill, including engineering criteria for the placement of those materials.
- Recommended observation, documentation and materials testing programs during construction of the structure.

### **Exploration**

Millennia will complete the proposed exploration program consisting of two (2) soil borings. Each boring will be drilled to a depth of 20 feet, or auger refusal, whichever occurs first.

Both of the retaining wall borings will be drilled within the road section.

Split-spoon and Shelby tube samples will be recovered at the boring locations, as appropriate. Samples will be attempted at intervals of 2.5 feet in the upper 10 feet, and intervals of 5.0 feet thereafter. Hand penetrometer measurements will be taken on each cohesive sample in the field, and observations for the presence of groundwater will be documented for each boring location.

### **Laboratory Testing**

A program of laboratory testing will be performed on the samples collected from the borings. Laboratory tests will include visual classification, natural moisture content, dry unit weight, Atterberg limits, and unconfined compressive strength on soil samples.

### **Assumptions and Clarifications**

In preparing the scope of work for this proposal, Millennia has made the following assumptions and clarifications:

1. Millennia's drilling subcontractor will contact Missouri One Call for utility clearance at the boring locations. Private utilities, such as underground sprinkler systems or buried electric lines serving roadway or parking lot lights, must be marked by the property owners. Millennia will adjust the boring locations as appropriate, but we are not responsible for utilities that are uncharted or mislocated.
2. Millennia will mark the boring locations at locations to be agreed upon with Oates. The locations will not be marked by professional survey and will therefore, be approximate. Adjustments to some boring locations may be necessary in consideration of utilities or access issues.
3. Millennia assumes the City will provide access to any private properties along the proposed road alignment, if needed.
4. Traffic control will consist of signage and flagmen.
5. The borings will be backfilled with cuttings and sand upon completion. The boreholes will be patched with fast setting concrete, if in pavement.

6. Any debris generated from our operations will be cleaned up and removed. Millennia will take reasonable precautions to minimize disturbance to site; however, we have not included effort or budget to return the site to "original condition".
7. We have assumed a permit will not need to be obtained since the work is being performed for the City.

**Fees**

Millennia's work will be performed on a lump sum basis. Based on our understanding of the project and the requested scope of work, and assuming no unusual subsurface conditions are encountered, the total fee to complete the geotechnical work will not exceed \$9,765.00. The maximum estimated fee will not be exceeded without authorization by Oates.

**Schedule of Work**

Millennia anticipates that field work can begin within two weeks of authorization to proceed, depending on personnel availability and weather conditions. We anticipate the field exploration will require approximately one day to complete. The data report of our findings will be issued within three weeks after the completion of the field work.

**Closing**

We will perform only those services outlined herein. Oates, and Millennia may subsequently agree in writing to provide additional services under this agreement for additional compensation. We appreciate this opportunity to be of service to you and would be pleased to discuss any aspect of this report with you at your convenience

Sincerely,

**Millennia Professional Services**

  
Jacob A. Schaeffer, P.E.  
Geotechnical Services Manager

## ATTACHMENT B

### ESTIMATE OF COST

DESIGN PHASE	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
<i>Field Surveys</i>			
Sr. Professional II	2	\$86.04	\$172.08
Sr. Professional I	1	\$80.10	\$80.10
Professional III	4	\$65.52	\$262.08
Professional II	17	\$52.10	\$885.70
Junior Professional	28	\$35.60	\$996.80
Technician II	56	\$43.73	\$2,448.88
 <i>Project Development</i>			
Sr. Professional I	1	\$80.10	\$80.10
Professional III	6	\$65.52	\$393.12
Junior Professional	30	\$35.60	\$1,068.00
 <i>Utility Coordination</i>			
Sr. Professional I	2	\$80.10	\$160.20
Professional III	7	\$65.52	\$458.64
Junior Professional	20	\$35.60	\$712.00
 <i>Geotechnical Services</i>			
Professional III	4	\$65.52	\$262.08
 <i>Preliminary Plans</i>			
Sr. Professional I	10	\$80.10	\$801.00
Professional III	37	\$65.52	\$2,424.24
Professional I	28	\$44.24	\$1,238.72
Junior Professional	72	\$35.60	\$2,563.20
 <i>Final Plans</i>			
Sr. Professional I	9	\$80.10	\$720.90
Professional III	56	\$65.52	\$3,669.12
Professional I	10	\$44.24	\$442.40
Junior Professional	95	\$35.60	\$3,382.00
 <i>Right of Way</i>			
Sr. Professional II	8	\$86.04	\$688.32
Professional III	5	\$65.52	\$327.60
Professional II	40	\$52.10	\$2,084.00
Professional I	4	\$44.24	\$176.96
Junior Professional	33	\$35.60	\$1,174.80
Technician II	16	\$43.73	\$699.68
SUBTOTAL	601		\$28,372.72
<i>Payroll Overhead (Est. at 68.12% X SUBTOTAL))</i>		68.12%	\$19,327.50

<i>General and Admin. Overhead (Est. at 87.39% X SUBTOTAL)</i>	87.39%	\$24,794.92
<i>Facilities Capital Cost of Money (Est. at 0.10% X SUBTOTAL)</i>	0.10%	\$28.37
<b>TOTAL LABOR &amp; OVERHEAD</b>		<u>\$72,523.51</u>
<i>Fixed Fee (15% X TOTAL LABOR &amp; OVERHEAD)</i>	14.50%	\$10,511.80
<b>TOTAL LABOR, OVERHEAD &amp; FIXED FEE</b>		<u>\$83,035.31</u>
<i>Other Direct Costs</i>		
Travel, ___ trips @ _____ miles X _____ IRS Rate		
Printing / Copies / Title Commitments		
		<u>\$0.00</u>
<i>Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))</i>		
Geotechnical	<b>Geotechnology</b>	\$9,765.00
		<u>\$9,765.00</u>
<b>SUBTOTAL DIRECT COSTS</b>		<u>\$9,765.00</u>
<b>TOTAL FOR DESIGN PHASE</b>		<u><u>\$92,800.31</u></u>

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

---

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. <https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,



debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Oates Associates, Inc

**Project Owner (LPA):** City of Arnold

**Project Name:** Missouri State Road

**Project Number:** TAP-9901 (692)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: \_\_\_\_\_

Printed Name: Jeffrey R. Rensing

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

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

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

Date: July 14, 2023

RESOLUTION NO: 23-28

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH BILL HAMPTON ENTERPRISES, LLC FOR THE  
LONDELL PROJECT STP-5445(602).

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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 Bill Hampton Enterprises, LLC to provide professional Right of Way Acquisition Services for the Lonedell Rd. Project STP-5445(602). The contract is not to exceed \$60,400.

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: \_\_\_\_\_

Bill Hampton Enterprises, LLC  
Right of Way Acquisition Consultant  
1756 Rose Crest Ct.  
Hazelwood, MO 63042



DATE: July 11, 2023

RE: Quote for Right of Way Acquisition Services  
Lonedell Road, City of Arnold, Project Number; STP-5445(602)

TO: Judy Wagner, P.E., Director of Public Works, 2900 Arnold Tenbrook Rd., Arnold, Mo. 63010

Bill Hampton Enterprises, LLC (BHE) has considered the location of the Subject Project in Arnold, (CITY) and the comprehensive scope of work necessary to acquire the right of way and easements.

Regarding Parcels on the attached spread sheet for RW Acq.; After estimating the complexity of the ownership interest to acquire, need for properly prepared valuations and approvals, total hours necessary to present, explain and negotiate the required documents, and the timeframe established to accomplish the right of way phase, BHE would like to submit this quote for Right of Way Acquisition Services as follows;

Acquire ( <u>22</u> ) Parcels through Negotiations, \$ <u>1,800</u> .00 each	\$ <u>39,600</u> .00
Provide ( <u>28</u> ) Appraisals of proper format (format costs vary)	\$ <u>16,800</u> .00
Provide ( <u>5</u> ) Appraisal Reviews as required (format costs vary)	\$ <u>4,000</u> .00
Total Contract Price .....	\$ <u>60,400</u> .00

CONDITIONS AND STIPULATIONS

- A. CITY will provide acceptable last deeds of record, right of way plans, legal descriptions, deeds, and exhibits for conveyance of the land and easement rights, according to FHWA and MoDOT policies.
- B. CITY will, if necessary, consider adding additional time to complete the acquisition of any parcels for appropriate reasons or those that must be condemned or mediated as determined by a Court.
- C. BHE will invoice CITY for the Appraisals and Appraisal Reviews as they are completed but no more often than once per month.
- D. BHE will initiate negotiations with owners and then invoice CITY for 1/3 of the per-parcel negotiations fee as they are accomplished but no more than once per month.
- E. BHE will provide CITY with properly executed documents as those are acquired, then BHE will invoice for the remaining 2/3 of the per-parcel negotiations fee, also once per month.
- F. Per the standard right of way services agreement, costs for testimony during condemnation preparation, hearings or trial will be additional at \$ 175.00 per hour with a ~~four-hour~~ Eight-hour minimum.

Should you find the above costs and conditions acceptable, please sign and return via email. If there are further questions please let me know as soon as possible. Thank you for the opportunity!

  
Sincerely,  
Bill Hampton Enterprises, LLC

\_\_\_\_\_  
~~Judy Wagner, P.E.~~ Date  
MAYOR COUNTS  
email to: billhamptonent@gmail.com

Phone No.: 314-401-4093

RESOLUTION NO. 23-29

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO  
A JAIL USE AGREEMENT WITH BYRNES MILL, MISSOURI

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Chief Brian Carroll be and is hereby authorized to execute a Memorandum of Understanding with Byrnes Mill, Missouri for use of the City of Arnold, Missouri jail facility. Said Memorandum of Understanding is attached hereto and made a part hereof

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

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

ATTEST:

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

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

July 2, 2023



## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the City of Byrnes Mill, Missouri, a municipal corporation, hereinafter referred to as "Byrnes Mill" and the City of Arnold, Missouri, a municipal corporation, hereinafter referred to as "Arnold."**

**WHEREAS, Jefferson County, Missouri has refused to accept inmates/detainees from Byrnes Mill; and**

**WHEREAS, Byrnes Mill is obligated to hold, detain or incarcerate certain individuals in order to ensure the public safety and fulfill its obligations under the law; and**

**WHEREAS, Byrnes Mill seeks an alternative to the Jefferson County jail facility; and**

**WHEREAS, Byrnes Mill has contacted Arnold to act as an alternative incarceration facility; and**

**WHEREAS, Byrnes Mill and Arnold desire to enter into an MOU for the purpose of allowing Byrnes Mill to utilize Arnold's jail facility on a short-term, temporary basis;**

**NOW, THEREFORE, the parties mutually agree as follows:**

- 1. Arnold shall provide jail facilities to Byrnes Mill, so long as innate capacity exists. In other words, Arnold shall have priority use of the jail facility.**
- 2. Byrnes Mill shall compensate Arnold as follows:**
  - a. Seventy-Five Dollars (\$75.00) for an incarceration less than 24 hours;**
  - b. One-Hundred Dollars (\$100.00) for each day for each incarceration 24 hours or longer.**
- 3. TERM. The initial term of this MOU shall be for twelve (12) months, commencing on the later date this MOU is approved by the governing bodies of the Parties.**
- 4. GOVERNING LAW. This MOU shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.**
- 5. MODIFICATION. This MOU may not be amended, modified or canceled without the written consent of the parties to this MOU.**
- 6. SEVERABILITY. If any covenant or other provision of this MOU is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this MOU shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.**
- 7. CONFLICTS OF INTEREST. Byrnes Mill and Arnold warrant that no officer or employee of the Byrnes Mill or Arnold, whether elected or appointed, shall in any**

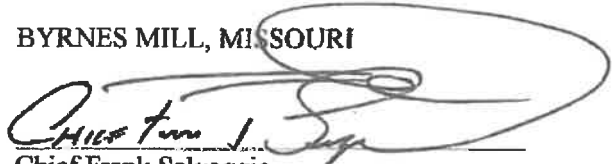
manner whatsoever be interested in or receive any benefit from the profits or emoluments of this MOU.

8. **COMPLIANCE WITH LAW.** The parties must comply with all applicable laws, ordinances and codes, and regulations of the federal, state and local governments in performing any of the work embraced in this MOU.
9. **TERMINATION.** Either party may terminate this MOU at any time by giving thirty (30) days' notice in writing to the other parties. If the MOU is terminated by the Byrnes Mill under this paragraph, Arnold will be paid for all services associated with the MOU up to the date of termination.
10. **NOTICES.** Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, regular mail, postage prepaid, or upon receipt by personal or telefacsimile delivery, addressed to:  
  
If to the Byrnes Mill: Frank Selvaggio  
Chief of Police  
141 Osage Executive Circle  
Byrnes Mill, Missouri 64051  
  
If to the Arnold: Brian Carroll  
Chief of Police  
2101 Jeffco Blvd.  
Arnold, Missouri 64010
11. **WARRANTY.** The parties warrant that each has the authority to enter into this MOU and that all necessary approvals have been given.
12. **INCORPORATION.** This MOU incorporates the entire understanding and agreement of the parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.


Signed: 7/20, 2023

BYRNES MILL, MISSOURI

  
Chief Frank Selvaggio

Signed: 7/10, 2023

ARNOLD, MISSOURI

  
Chef Brian Carroll

RESOLUTION NO: 23-30

A RESOLUTION AUTHORIZING THE ARNOLD POLICE DEPARTMENT  
TO ENTER INTO AN AGREEMENT WITH FOX C-6 SCHOOL DISTRICT  
AS IT PERTAINS TO THE UTILIZATION OF THREE SCHOOL  
RESOURCE OFFICERS

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Arnold Police Department be, and is hereby authorized to enter into an agreement with Fox C-6 School District as it pertains to the utilization of three School Resource Officers.

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

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

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

ATTEST:

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

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

**AGREEMENT WITH THE  
CITY OF ARNOLD POLICE DEPARTMENT  
AND THE  
FOX C-6 SCHOOL DISTRICT**

The following is the agreement made by and between the City of Arnold Police Department ("City" or "Department") and the Fox C-6 School District ("District") concerning the School Resource Officer Program ("Program") and management/activities of individual School Resource Officers ("SRO") assigned to the Program. This agreement will be considered in effect twelve (12) months of the year. This agreement may only be modified in writing, properly executed by both parties. The parties acknowledge that exigent circumstances may require that the agreement be rescinded. Either party may show cause that such exigent circumstances exist.

**PURPOSE**

The purpose of this Agreement is to formalize and clarify the partnership between the District and the Department to implement the Program in order to promote school safety; help maintain a positive school climate for all students, families, and staff; enhance cultural understanding between students and law enforcement; promote school participation and completion by students; facilitate appropriate information sharing; and inform the parties' collaborative relationship to best serve the both the school community and the community in general. This agreement is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.

**MISSION STATEMENT, GOALS AND OBJECTIVES**

The mission of the Program is to support and foster the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety. The Parties are guided by the following goals and objectives (the "Goals and Objectives"):

- To foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, and socioeconomic status;
- To promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities;
- To establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services;

- To ensure that school personnel and SROs have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations;
- To minimize the number of students unnecessarily out of the classroom, arrested at school, or court-involved;
- To encourage relationship-building by the SRO such that students and community members see the SRO as a facilitator of needed supports as well as a source of protection;
- To provide requirements and guidance for training including SRO training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request SRO intervention;
- To outline processes for initiatives that involve the SRO and school personnel, such as violence prevention and intervention and emergency management planning; and
- To offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics. I

### **Chain of Command**

The primary responsibility of overseeing the Program rests with the Department. Equally important, however, is the participation of the educational officials, who are an equal partner with the Department. So that there is no misunderstanding with communication within this partnership, a chain of command has been developed. It is agreed upon that both the Department and the District will follow this chain of command:

<u>City of Arnold Police Department</u>	<u>Fox C-6 School District</u>
Chief of Police	School Superintendent or his designee
Commander of Uniform Services	Building Principal
SRO Supervisor, if applicable	
School Resource Officer	School Resource Officer

Unless otherwise directed by the Chief of Police, while on the school grounds, the SRO's direct supervisor will be the school building principal.

It must be understood that an SRO is a full-time employee of the City and there may be times that he/she is pulled from his/her position at the school to perform other duties. Sometimes it may be necessary that the SRO perform duties for both the Department and the District. Additionally, due to training required for officers, the City may not be able to send a replacement officer for an absent SRO. Further, at times, the SRO will have to adjust his/her schedule to meet Department and FLSA requirements.

## **PROGRAM OBJECTIVES**

The function and objectives of the Program include, but are not limited to:

- A. Serving as a problem-solving resource for the students, faculty and staff of the District for all grades of the schools located within City limits;
- B. Enforcing District policies and guidelines as they relate to security and safety issues;
- C. Providing assistance to the District in dealing with individuals and/or conditions that may pose a threat to personnel, students and/or property of the District;
- D. Providing patrol activities and performing other duties which are deemed appropriate by the District and City;
- E. Coordinating law enforcement functions with support units of the City; and
- F. Working with neighborhoods adjacent to District schools for the mutual benefit, goals and objectives of the District and City and to foster community problem solving.

## **OBLIGATIONS OF THE DISTRICT**

The school district will provide an SRO with the following items:

- A. An office that:
  - a. Will allow the SRO to conduct normal daily business.
  - b. Is accessible twelve (12) months a year, including times when students/teachers are not present (i.e. holidays and summer break).
  - c. Is equipped with a telephone and internet access.
  - d. Is equipped with a desk, chair and lockable file cabinet.
  - e. Is access to a computer terminal and typewriter (if necessary).
- B. Accessibility to students, parents and school staff.
- C. Office supplies and materials needed to operate the Program properly (the Department will supply all Departmental forms).
- D. Secretarial services as needed (the school's principal will advise the SRO which secretary will be accessible).
- E. School radio frequencies for the SRO's radio or a radio with school radio frequencies.
- F. Cell phone.

## **OBLIGATIONS OF THE CITY/DEPARTMENT**

The City will provide the following:

- A. Three (3) full-time SROs be assigned to the District schools located within the Arnold City Limits. The exact school locations and time spent at each school building shall be determined by the parties.
- B. Identify a supervisor who shall function as a liaison for purposes of this agreement and oversee operational procedures to facilitate the goals of the Program.

- C. The salary, employee benefits, and worker compensation coverage for the SRO. NOTE: SROs remain employees of the City and tort liability shall be the responsibility of the City and/or the City's insurance provider.
- D. The City will provide a lockable unit or device for the safe storage of Department equipment to be used by the SRO in emergency situations. District personnel will not be provided access to the equipment in the storage device and the Department will be solely responsible for maintaining the storage device in a locked manner at all times to prevent any unauthorized access.

#### **INFORMATION SHARING -SRO/ADMINISTRATORS/STAFF**

The parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students but also the importance of limits on the sharing of certain types of student information by school personnel. The parties also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

**A. Points of Contact for Sharing Student Information**

In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or his or her designee) and the SRO are the primary points of contact for sharing student information in accordance with this Agreement. The Parties also acknowledge that, in some instances, other school officials or Police Department employees may serve as key points of contact for sharing information. Such Police Department employees are considered a part of the District's "Law Enforcement Unit" as defined in the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g).

**B. Compliance with FERPA and Other Confidentiality Requirements**

At all times, school officials must comply with FERPA. This federal statute permits disclosures of personally identifiable information about students contained in educational records ("Student PII"), without consent, only under specific circumstances. When the District "has outsourced institutional services or functions" to the SRO consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA, the SRO qualifies as a "school official" who can access, without consent, Student PII contained in education records about which the SRO has a "legitimate educational interest." Consistent with 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, the SRO (or other Police Department employee identified in Section V.A.) may gain access, without consent, to Student PII contained in education records "in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals." These are the only circumstances in which an SRO may gain access, without consent, to education records containing student PII (such as IEPs, disciplinary documentation created by a school, or work samples). FERPA does not apply to communications or conversations about what school staff have observed or to information derived from sources other than education records. In addition to FERPA, the parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any applicable state student record regulations. The parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this agreement, and not to share such information beyond the sharing contemplated in this agreement unless required to be shared by state or federal law. The parties shall not collect or share information on a student's immigration status except as required by law.



## **INDEMNIFICATION**

The City shall defend the District against and hold the District, its Board of Education, its agents and employees harmless and does hereby indemnify the District, the Board of Education, and its agents and employees from and against every claim or demand which may be made by any person or entity arising from or caused by any act of neglect, default or omission of the City, the Department or its SRO in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the District or its agents or employees.

To the extent permitted by law, the District shall defend and hold the City, the Department, its officers, employees, and agents, harmless and does hereby indemnify the Department, its officers, employees, and agents from and against every claim or demand which may be made by any person or entity arising from or caused by any act of neglect, default or omission of the District or its agents or employees, except to the extent that claim or demand arises from or is caused by the negligence or willful misconduct of the City or Department, its agents or employees.

Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance purchased by the City hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the District and its employees by statute or at common law.

**COMPENSATION**

District shall compensate the City the sum of: \$45,000.00 for each officer for the 2023-2024 school year.

**GOOD FAITH**

The parties (including staff and elected officials) agree to cooperate in good faith in fulfilling the goals of the Program and the terms of this agreement. Resolution of unforeseen difficulties or questions should initially be negotiated by the Chief of Police and the Superintendent or their designees.


**COMPLETE AGREEMENT**

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

**IN WITNESS THEREOF**, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

**The School Board of the Fox C-6 School District**

 7/18/23  
School Superintendent  
Board President

**The City of Arnold Police Department**

  
Chief of Police



## CITY COUNCIL AGENDA ITEM STAFF REPORT

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<b>MEETING DATE:</b>	August 3, 2023
<b>TITLE:</b>	PC-2023-20 Forefront Dermatology Clinic (Conditional Use Permit)
<b>DEPARTMENT:</b>	Community Development
<b>PROJECT MANAGER:</b>	Christie Hull Bettale, Staff Engineer
<b>REQUESTED ACTION:</b>	No Action, Conditional Use Permit stands approved
<b>ATTACHMENTS:</b>	(1) C.U.P. 2023-20

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### **EXECUTIVE SUMMARY:**

Lynn Vadasy on behalf of Forefront Dermatology request approval for a Conditional Use Permit (CUP) for a "Clinic" to allow for a dermatology office at 130 Richardson Crossing, within the "C-3" Commercial District, as provided in the Arnold Zoning Ordinance.

### **REVIEW & ANALYSIS:**

At its July 25, 2023 meeting, the Planning Commission held a public hearing for the CUP application. Staff found the request consistent with the CUP review criteria contained in the Zoning Ordinance subject to conditions of approval. The Commission had no follow-up questions for the applicant or Staff. In attendance, on behalf of the applicant, were John Gijsen, Senior Director Forefront Dermatology, and Lynn Vadasy, a representative for the property owner. There were no public comments on the request.

### **RECOMMENDATION:**

On July 25, 2023, the Planning Commission, by a vote of 7 to 0, voted to recommend approval of the Conditional Use Permit subject to eight (8) conditions of approval.

**CONDITIONAL USE PERMIT 2023-20**

**WHEREAS**, The City of Arnold has received a request for a request for a Conditional Use Permit (CUP) for a "Clinic" at 130 Richardson Crossing, to allow for a tenant approval of Dermatology Offices, within the "C-3" Commercial District, as provided in the Arnold Zoning Ordinance.; and

**WHEREAS**, on July 25, 2023, the Planning Commission has held a Public Hearing, reviewed the application for CUP and associated site plan pursuant to the laws of the City of Arnold, and;

**WHEREAS**, on August 3, 2023, the City Council found the proposed land use not detrimental to the surrounding land uses.

**NOW THEREFORE**, the City Council hereby issues a Conditional Use Permit to operate a dermatology clinic. This Conditional Use Permit shall be identified as C.U.P. 2023-20 and shall be developed in general conformance with City of Arnold Ordinances and with Commission findings with the following eight (8) conditions:

1. This Conditional Use Permit is approved for the Forefront Dermatology Clinic located in at 130 Richardson Crossing Center, per the attached site plan.
2. Activities and operations associated with the clinic shall be physician offices with related outpatient services.
3. Activities and operations associated with an outpatient clinic and shall be limited so that overnight stays are prohibited.
4. The ADA accessible parking spaces shall have new signs installed.
5. In the vicinity of the ADA space, repair shall be made to any pavement failures and restriped.
6. This Conditional Use Permit may be revoked by the City Council if the terms of the permit have been found to have been violated. The procedure for revocation shall require a hearing before the City Council.
7. Revocation of this Conditional Use Permit shall constitute grounds for the revocation of all other City licenses and/or permits associated with this business establishment.
8. Approval for Conditional Use Permit does not supersede other local, state, or federal requirements.

\_\_\_\_\_  
Andrew Sutton  
Planning Commission Chairman

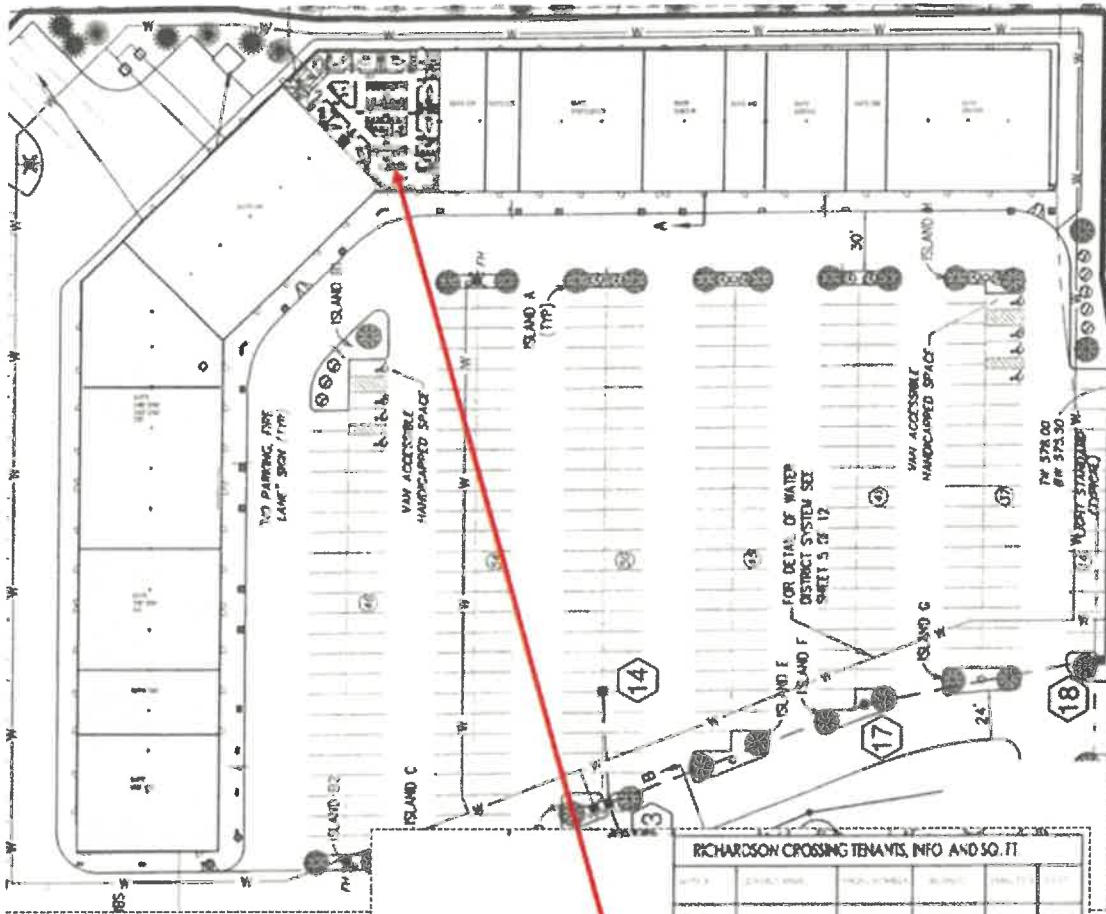
\_\_\_\_\_  
Date

Before me personally appeared Andrew Sutton, known to be the Chairman of the Planning Commission for the City of Arnold, who executed the same on the City of Arnold's behalf.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date

# EXHIBIT A



RICHARDSON CROSSING TENANTS, INFO AND SQ. FT.						
UNIT #	TENANT NAME	PHONE NUMBER	ADDRESS	TYPE	SQ. FT.	STATUS
101	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
102	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
103	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
104	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
105	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
106	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
107	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
108	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
109	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
110	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
111	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
112	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
113	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
114	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
115	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
116	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
117	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
118	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
119	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN
120	AMERICAN EXPRESS	312.463.8800	12359 ST. RT. 143	RETAIL	1,170 SF	OPEN

PROPERTY MANAGER INFORMATION:  
 GAYLE A. FREY,  
 FREY PROPERTIES OF HIGHLAND LLC  
 12359 ST. RT. 143  
 P.O. BOX 467  
 HIGHLAND, IL 62249