

## City of Arnold, Missouri

City Council  
Council Chambers

December 19, 2019  
7:00 P. M.

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### Amended Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Tim Seidenstricker – Ward 2 Councilman
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
  - A. Regular Minutes **December 05, 2019**
  - B. Payroll Warrant **#1331 in the Amount of \$334,050.33**
  - C. General Warrant **#5752 in the Amount of \$530,764.60**
6. Ordinances:
  - A. **Bill No. 2761:** An Ordinance Providing for the Repeal of Title V (Buildings and Construction) of the Arnold Code Ordinances and Enacting in Lieu Thereof a New Title V (Buildings and Building Regulations) on the Same Subject with Certain Modifications as Hereinafter Set Forth, and Establishing Penalties for the Violation Thereof and a Reorganization of Chapters, Articles, and Sections, and the Renumbering of Certain Provisions of the Code.
7. Resolutions:
  - A. **Resolution No. 19-70:** A Resolution Authorizing an Intergovernmental Agreement for Humane Euthanasia Services with Jefferson County, Missouri.
  - B. **Resolution No. 19-71:** A Resolution Approving an Agreement with Cochran Engineering for the Lonedell Road Project.
  - C. **Resolution No. 19-72:** A Resolution Approving a Service Agreement with Oats for the Jeffco Express Transportation Service.

D. **Resolution No. 19-73:** A Resolution Approving a Lease Agreement with Walters Golf Management for Operation of the Golf Course.

E. **Resolution No. 19-74:** A Resolution Approving Travel Expenses for C. H. Johnson Consulting for the Convention Center Study.

8. Motion:

None

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

**NOTE: Council Meeting scheduled for January 2, 2020 has been cancelled.**

**Next Regular City Council Meeting January 16, 2020 @ 7:00 p.m.  
Next Work Session January 9, 2020 at 7:00 p.m.**

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

The Pledge of Allegiance was recited.

Councilman Jason Fulbright offered the opening prayer.

Mayor Counts asked for a moment of silence in honor of Elizabeth Ann Kutilek, wife of Frank Kutilek, who passed away on November 29, 2019.

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

#### **BUSINESS FROM THE FLOOR**

Sue Rice, 601 Riverbend Court – Spoke to council regarding the dangers of exiting Riverbend Estates Subdivision onto Jeffco. There is limited sight distance when turning onto Jeffco when cars are parked along the front of the parking lot of Russell's Auto Body. Mayor Counts asked Ms. Rice to contact Bryan Richison to set up a meeting to discuss this with staff.

Mary Elizabeth Coleman, 1020 Sable Lane – Wanted to know of any concerns the council or city may have that they would like her to bring forward, as State Representative for District 97, when she returns to legislative session in January.

#### **CONSENT AGENDA**

- A. REGULAR MINUTES NOVEMBER 19, 2019 MEETING**
- B. PAYROLL WARRANT NO. 1330 IN THE AMOUNT OF \$309,744.57**
- C. GENERAL WARRANT NO. 5751 IN THE AMOUNT OF \$427,425.30**

**Jason Fulbright made a motion and so moved to approve the consent agenda.** Seconded by Butch Cooley. Roll call vote: Fulbright, yes; Cooley, yes; Hood, yes; Fleischmann, yes; Plunk, yes; Sullivan, (excused); McArthur, yes; Seidenstricker, yes; 7 Yeas: **Consent agenda approved.**

2  
Regular Meeting  
December 5, 2019

## **ORDINANCES**

NONE

## **RESOLUTIONS**

### **RESOLUTION NO. 19-69 – A RESOLUTION ADOPTING THE AGE-FRIENDLY COMMUNITY 3 YEAR ACTION PLAN DEVELOPED BY THE ARNOLD AGING AND DISABILITIES COMMISSION**

**Mark Hood made a motion and so moved to approve Resolution No. 19-69.** Seconded by EJ Fleischmann. Roll call vote: Fulbright, yes; Cooley, yes; Hood, yes; Fleischmann, yes; Plunk, yes; Sullivan, (excused); McArthur, yes; Seidenstricker, yes; 7 Yeas: **Resolution approved.**

## **MOTIONS**

### **A. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING LITIGATION AND PERSONNEL PURSUANT TO RSMo SECTION 610.021 (1) (3)**

**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: Fulbright, yes; Cooley, yes; Hood, yes; Fleischmann, yes; Plunk, yes; Sullivan, (excused); McArthur, yes; Seidenstricker, yes; 7 Yeas: **Motion carried.**

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## **REPORTS FROM MAYOR, COUNCIL AND COMMITTEES**

Mayor Counts – Thanked the Parks & Rec Department for the great job decorating the Christmas tree at the Round-A-Bout. Mayor Counts stated that he was approached by a woman who had a booth at the recent job fair and she informed him that she hired the best employee she has ever hired and she found him at the job fair.

Jason Fulbright, Ward 1 – Stated he and EJ Fleischmann met earlier this evening with residents from Riverbend Estates Subdivision and he appreciates city staff meeting with Ms. Rice to try to resolve the situation.

3  
Regular Meeting  
December 5, 2019

Tim Seidenstricker, Ward 2 – Thanked Bryan Richison and Deion Christopher for setting up the equipment so that he could attend tonight’s meeting via Skype.

**ADMINISTRATIVE REPORTS**

Bryan Richison – Reminded everyone of the Christmas luncheon next Wednesday and encouraged council to attend if they are available.

Chief Shockey – Informed council that he will be at a Police Chiefs Conference until next Thursday.

Judy Wagner – Stated that the new signals at Jeffco and Tenbrook are now in operation. Ms. Wagner thanked Chief Shockey for providing three police officers who assisted with traffic during the transition.

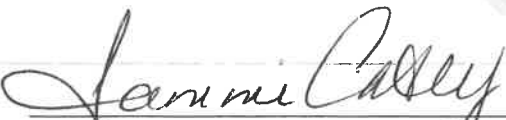
Mayor Counts announced a five-minute recess before going into Closed Session.

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A motion to adjourn the meeting was made by Gary Plunk. Seconded by Mark Hood.

Voice vote: All yeas.

Meeting adjourned at 8:12 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-C

**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

MEETING: REGULAR

DATE: 12/5/2019

PAGE: 1

**BILL NO - RESOLUTION - MOTION**

**COUNCIL MEMBERS:**

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO 19-69	MOTION TO HOLD CLOSED SESSION		
<b>MAYOR</b>	<u>RON COUNTS</u>	PRESENT					
<b>COUNCIL:</b>	<u>JASON FULBRIGHT</u>	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	<u>MARK HOOD</u>	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	<u>EJ FLEISCHMANN</u>	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	<u>GARY PLUNK</u>	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	<u>VERN SULLIVAN</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED		
<b>COUNCIL:</b>	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	YES	YES		
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>		DICKIE BROWN		EXCUSED
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>		JUDY WAGNER		PRESENT
<b>COM DEV</b>	DAVID BOOKLESS	EXCUSED	<b>TREASURER:</b>		DAN KROUPA		PRESENT
<b>FINANCE DIRECTOR</b>	BILL LEHMANN	PRESENT	<b>POLICE DEPT.</b>		CHIEF SHOCKEY		PRESENT
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT					



## CITY COUNCIL AGENDA ITEM MEMORANDUM

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<b>MEETING DATE:</b>	December 19, 2019
<b>TITLE:</b>	Building Code Re-adoption (Title V Building & Construction Amendment)
<b>DEPARTMENT:</b>	Community Development
<b>PROJECT MANAGER:</b>	David B. Bookless, Community Development Director
<b>ATTACHMENTS:</b>	Ordinance

---

At its September 12, 2019 regular meeting, the City Council introduced an ordinance re-adopting the City's Building Codes with a number of amendments. It was announced that adoption would occur at the Council's regularly scheduled December 19, 2019 meeting thereby providing the statutorily required (RSMo 67.280) public use, inspection, and examination period of ninety (90) days.

In 2017, the City adopted certain Building Codes, including the 2015 International Building Code, International Mechanical Code, International Property Maintenance Code, International Residential Code, International Existing Building Code, International Fuel Gas Code, International Energy Conservation Code, & International Plumbing Code, and the 2014 NFPA 70 National Electrical Code as part of Title V (Buildings and Construction) of the Code of Ordinances (The "Building Code").

For purposes of clarification and improved usability, Staff proposes to relocate and renumber several existing sections of Title V (Buildings and Construction). Additionally, Staff proposes to make a number of amendments to eliminate duplicative or conflicting language and to enhance functionality.

A number of amendments included in previous adoption ordinances, and carried over with the 2017 adoption, were found to be unnecessary. While in previous versions of the Building Code, such amendments may have been appropriate, the 2015 Building Code addresses those issues internally. Additionally, by reducing the number of amendments to the Building Code, the City should score better when it is assessed by the International Organization for Standardization (ISO). A better ISO score may result in lower insurance premiums for business and home owners.

Additional changes include new definitions, standards for the control and maintenance of construction sites, and a requirement that City be formally notified of changes in property ownership or contractor during development. The latter's importance relates to the City's ability to enforce code requirements by ensuring the City has up-to-date contact information.



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**AN ORDINANCE PROVIDING FOR THE REPEAL OF TITLE V (BUILDINGS AND CONSTRUCTION) OF THE ARNOLD CODE ORDINANCES AND ENACTING IN LIEU THEREOF A NEW TITLE V (BUILDINGS AND BUILDING REGULATIONS) ON THE SAME SUBJECT WITH CERTAIN MODIFICATIONS AS HEREINAFTER SET FORTH, AND ESTABLISHING PENALTIES FOR THE VIOLATION THEREOF AND A REORGANIZATION OF CHAPTERS, ARTICLES, AND SECTIONS, AND THE RENUMBERING OF CERTAIN PROVISIONS OF THE CODE.**

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**WHEREAS**, Section 67.280, RSMo. authorizes the City of Arnold, Missouri (the "City") to adopt certain technical codes, as defined therein, by adopting an ordinance which incorporates by reference the provisions of any such code or portions thereof and any amendment thereto without setting forth the provisions of such code in full provided that one copy of such code to be so adopted shall be filed in the office of the city clerk and there kept available for public use, inspection, and examination for a period of ninety days prior to the adoption of the ordinance which incorporates such code, portion, or amendment by reference; and

**WHEREAS**, Section 77.500, RSMo. authorizes the City to regulate and control the construction of buildings, the construction and cleaning of fireplaces, chimneys, stoves and stovepipes, ovens, boilers, kettles, forges or any apparatus used in any building, manufactory or business which may be dangerous in causing or promoting fires, and may provide for the inspection of the same. The council may also provide, by ordinance, limits within which no building shall be constructed except of brick or stone or other incombustible materials, with fireproof roofs, and impose a penalty for the violation of such ordinance, and may cause buildings commenced, put up or removed into such limit, in violation of such ordinance, to be removed or abated; and

**WHEREAS**, the City has from time to time adopted certain minimum regulations governing the design, construction, alteration, enlargement, repair, demolition, removal, maintenance, and use of all buildings and structures; and

**WHEREAS**, the City Council, after due deliberation and review, wishes to delete and re-adopt with modifications the 2015 International Building Code, the 2015 International Mechanical Code, the 2015 International Property Maintenance Code, the 2015 International Residential Code, the 2015 International Existing Building Code, the 2015 International Fuel Gas Code, the 2015 International Energy Conservation Code, the 2014 NFPA 70 National Electrical Code, the International Plumbing Code as the Building Codes of the City, and to provide penalties for violations thereof and to additionally relocate and renumber several existing sections of Title V (Buildings and Construction) in order to clarify, update and improve the usability of the Title; and

**WHEREAS**, a copy of each of the codes referenced and adopted below, has been filed in the office of the city clerk and kept available for public use, inspection, and examination for a period of at least ninety (90) days prior to the adoption of this ordinance and the City of Arnold gave such notice of availability for public use, inspection, and examination on September 12, 2019; and will, following the adoption of this ordinance, such codes shall be similarly filed and kept available in the office of the city clerk;

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

**SECTION 1:** In the event of conflicts between any provision of this Ordinance and the provisions of any previously adopted and approved Ordinance, the provisions of this Ordinance shall govern.

**SECTION 2:** Chapter 500 (Buildings and Building Regulations) of the City of Arnold Code of Ordinances, inclusive, is hereby repealed and amended, so as to read in its entirety as follows:

**“Chapter 500 BUILDINGS CODES AND BUILDING REGULATIONS**

**Section 500.010. Adoption of Building Codes by Reference**

Pursuant to Missouri Revised Statutes, Title VI. County, Township and Political Subdivision Government, Chapter 67 Political Subdivisions, Miscellaneous Powers, Section 67.280 Communities may incorporate by reference certain technical codes — penalty provisions, requirements — definitions. (MO Rev Stat § 67.280) and Missouri Revised Statutes, Title VII. Cities, Towns and Villages, Chapter 77 Cities of the Third Classification, Section 77.500. May also regulate and control the construction of buildings. (MO Rev Stat § 77.500.), the Building Codes of the City shall consist of the following, which are incorporated by reference and made a part hereof as though fully set out herein, and are hereby adopted:

- A. The "2015 International Building Code," published by the International Code Council, Inc. including Appendices E, F, and K, and the amendments prescribed in Section 500.020(A) is hereby adopted as the "Building Code of the City of Arnold, Missouri" (the "Commercial Building Code");
- B. The "2015 International Mechanical Code", published by the International Code Council, Inc., et al. including Appendix A thereto, and the amendments prescribed in Section 500.020(B) is hereby adopted as the "Mechanical Code of the City of Arnold, Missouri" (the "Mechanical Code");
- C. The "2015 International Property Maintenance Code", published by the International Code Council, Inc., et al. including Appendix A, and the amendments thereto prescribed in Section 500.020(C) is hereby adopted as the Property Maintenance Code of the City of Arnold, Missouri" (the "Property Maintenance Code");
- D. The "2015 International Residential Code", published by the International Code Council, Inc., et al. including Appendices A, B, C, H, and M, and the amendments thereto prescribed in Section 500.020(D) is hereby adopted as the "Residential Code of the City of Arnold, Missouri" (the "Residential Code");
- E. The "2015 International Existing Building Code" published by the International Code Council, Inc., et al including Appendix B, and the amendments thereto prescribed in Section 500.020(E) is hereby adopted as the "Existing Building Code of the City of Arnold, Missouri" ("Existing Building Code");

- F. The "2015 International Fuel Gas Code" published by the International Code Council, Inc., et al including Appendices A, B, and C, and the amendments thereto prescribed in Section 500.020(F) is hereby adopted as the "Fuel Gas Code of the City of Arnold, Missouri" ("Fuel Gas Code");
- G. The "2015 International Energy Conservation Code" published by the International Code Council, Inc., et al including the amendments thereto prescribed in Section 500.020(G) is hereby adopted as the "Energy Code of the City of Arnold, Missouri" ("Energy Code");
- H. The "2014 National Electrical Code" published by the National Fire Protection Association, Inc. the amendments thereto prescribed in Section 500.020(H) is hereby adopted as the "Electrical Code of the City of Arnold, Missouri" (the "Electrical Code").
- I. The "2015 International Plumbing Code" published by the International Code Council, Inc. et al including Appendix E, and the amendments thereto prescribed in Section 500.020(I) is hereby adopted as the "Plumbing Code of the City of Arnold, Missouri" (the "Plumbing Code");

**Section 500.020. Amendments to Building Codes**

- A. *[Commercial Building Code]*
- B. *[Mechanical Code]*
- C. *[Property Maintenance Code]*
- D. *[Residential Code]*
- E. *[Existing Building Code]*
- F. *[Fuel Gas Code]*
- G. *[Energy Conservation Code]*
- H. *[Electrical Code]*
- I. *[Plumbing Code]"*

**Section 500.030. City Clerk to Maintain Copies**

The City Clerk is hereby authorized and directed to maintain on file in at least one department of the City, one (1) copy each of the City Codes listed in Section 500.010A-I as herein adopted (collectively, the "City Codes")."

**Section 500.040. Enforcement authority.**

- A. Primary, but not exclusive, responsibility for the enforcement of the provisions of the technical codes shall be:
1. Building Code, the Building Commissioner;
  2. Mechanical Code, the Building Commissioner;
  3. Property Maintenance Code, the Building Commissioner;
  4. Residential Code, the Building Commissioner;
  5. Existing Building Code, the Building Commissioner;
  6. Fuel Gas Code, the Building Commissioner;
  7. Energy Code, the Building Commissioner;
  8. Electrical Code, the Building Commissioner;
  9. Plumbing Code, the Building Commissioner.

**Section 500.050. Vacancy filling.**

In the vacancy, absence, disability, or failure of any officials set out in Section 500.040, the functions of their offices related to this Chapter may be performed by the head of their principal departments, their designee, or by such other persons as the City Administrator may direct.

**Section 500.060. Interest in building related services and materials.**

No enforcement officer performing the duties provided for in this Chapter shall have any interest, directly or indirectly, in the manufacture, fabrication or sale of any building, plumbing or electrical materials, nor in any labor, service or process of building, plumbing or electrical work.

**Section 500.070. Legal rights of individuals and contracting parties.**

Except that the standards set forth in any City Codes may be taken as minimum or reasonable standards of workmanship and materials, nothing contained in any of the City Codes adopted provided for in this Chapter shall be construed as affecting the rights, powers, privileges and immunities, or duties, liabilities, disabilities and subjections of private individuals or contracting parties,

**Section 500.080. Uniform procedure for administration of technical codes.**

The uniform procedure provided by this Chapter may be elaborated upon or expanded in accordance with the provisions of any City Codes, but no such provision expressly

inconsistent with the uniform procedure provided by this Chapter shall have any force or effect. The uniform procedure shall be as provided in this Chapter.

**Section 500.090. Conflict with State Statutes.**

Where any provision of any local ordinances or state statutes conflicts with a provision of the City Codes, the City Codes shall control, unless explicitly preempted by state statute.

**Section 500.100. Violations unlawful.**

It is unlawful to do any building, new construction, remodeling, repairing, renovating, or additions to, or plumbing, electrical, housing or maintenance work, or excavation in violation of the respective City Codes applicable to such work.

**Section 500.110. Penalty.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Chapter shall be fined up to Five Hundred Dollars (\$500.00) or imprisonment for not more than ninety (90) days, or both for each violation of this Chapter. Each day that a violation is permitted to exist shall constitute a separate offense.

**Section 500.120. Board of Appeals.**

A. *Board established; membership.* The Board of Appeals hereby established shall consist of three (3) members appointed by the Mayor. The members are to be certified in fields of expertise pertaining to building codes, including, but not limited to architecture, structural engineering, building inspection, and fire protection; or are qualified by having at least ten years of experience as a contractor or superintendent of construction. All members shall serve without compensation.

The terms of members first appointed shall be staggered as follows: one for three (3) years, one for two (2) years, and one for one (1) year. Subsequent terms shall be for two (2) years. Appointments to fill vacancies shall be for the unexpired portion of a term only.

The Board shall annually elect one of its members to serve as chair, one of its members to serve as vice-chair, and one of its members to serve as secretary. Members so elected may be re-elected for successive terms. The Board is hereby authorized to adopt and from time to time to amend rules of procedure for hearings under this code. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information shall be received.

The Mayor shall appoint a minimum of two (2) alternate members who shall be called by the board chairman to hear appeals during the absence of or disqualification of a member. A member shall be disqualified to hear an appeal in which that member has a personal, professional, or financial interest in the subject matter. Alternate members

shall be appointed for two-year terms. Appointments to fill vacancies shall be for the unexpired portion of a term only.

- B. *Application for appeal; limitations.* Any person shall have the right to appeal to the Board of Appeals established in Section 500.120(A) of this code from a decision of the code official or from any notice issued in connection with the enforcement of the Commercial Building Code, Mechanical Code, Property Maintenance Code, Residential Code, Existing Building Code, Fuel Gas Code, Energy Conservation Code, Electrical Code, and Plumbing Code (as applicable, "the code").

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have authority to waive requirements of this code. Any appeal under this section shall be in writing, shall contain a written statement of the grounds for the appeal and shall be filed in the office of the code official within twenty (20) days after the rendering of the decision or from the date of service of the notice from which the appeal is taken."

**SECTION 3:** Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended to include specific changes. The Commercial Building Code is hereby amended as follows:

- (a) Section 101.1 is hereby amended by substituting "City of Arnold, Missouri" for the words "[NAME OF JURISDICTION]";
- (b) Section 105.2 Work Exempt From Permit; Building, *is amended by the deletion and replacement of the following:*
2. Fences not over 2 feet (609.6 mm) in height.
  4. Water tanks supported directly on grade if the capacity is not greater than 500 gallons (1,892 L) and the ratio of height to diameter or width is not greater than 2:1."
- (c) Section 105.5 Expiration is hereby repealed and a new Section 105.5 is hereby adopted in lieu thereof as follows:

"Every permit issued shall become invalid unless the work on the site authorized by such permit is completed within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 45 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Permits for demolitions, swimming pools, repairs, minor alterations, decks, accessory structures, electric service, privacy fences, and temporary structures, shall expire 30 days after the date of issuance. If the work is not completed, an extension or a new permit will be required for all remaining work."

**SECTION 4:** Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended to include specific changes. The Mechanical Code is hereby amended as follows:

(a) Section 101.1 is hereby amended by substituting "City of Arnold, Missouri" for the words "[NAME OF JURISDICTION]";

(b) Section 106.5.2 is hereby repealed and a new Section 106.5.2 is hereby adopted in lieu thereof as follows:

"106.5.2 Fee schedule. A fee for each plan examination, building permit, and inspection shall be paid to the Finance Director at the rate or rates as established by the applicable governing authority";

(c) Section 108.4 is hereby repealed in its entirety and a new Section 108.4 is hereby adopted in lieu thereof as follows:

"108.4 Violation Penalties. Any person who shall violate any of the provisions of this code or shall fail to comply with any order issued pursuant to any section of this code, upon conviction therefore, shall be punished in accordance with the provisions set forth in Section 114.4 of Section 3, Commercial Building Code."

(d) Section 109.0 is hereby repealed in its entirety and a new Section 109.0 is hereby adopted in lieu thereof as follows:

"Section 109.0 Means of Appeal

109.1 Means of Appeal. Any person affected by a decision of the code official or a notice or order issued under this code shall have the right of appeal to the Board of Appeals established by section 113.0 of the Building Code, which shall additionally govern the grounds and regulate the procedures for such appeals."

**SECTION 5:** Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended to include specific changes. The Property Maintenance Code is hereby amended as follows:

(a) Section 101.1 is hereby amended by substituting "City of Arnold, Missouri" for the words "[NAME OF JURISDICTION]";

(b) In Section 112.4 Failure to Comply, the words "of not less than [amount] dollars or more than [amount] dollars" shall be replaced with "of not more than 500 dollars or imprisonment for not more than ninety (90) days, or both."

(c) Section 302.4 shall have 8 inches inserted as the jurisdiction requirement.

(d) In Section 304.14 Insect Screens, from April 15th to October 15th shall be inserted.

- (e) In Section 602.3 Heat Supply, *from September 15th to May 15th* shall be inserted.
- (f) In Section 602.4 Occupiable Work Spaces, *from September 15th to May 15th* shall be inserted.

**SECTION 6:** Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended to include specific changes. The Residential Code is hereby amended as follows:

- (a) Section R101.1 is hereby amended by substituting "City of Arnold, Missouri" for the words "[NAME OF JURISDICTION]";
- (b) Section R105.2 Work Exempt from Permit; Building, *is amended by the deletion and replacement of the following:*
  - 2. Fences not over 2 feet (609.6 mm) high.
  - 4. Water tanks supported directly upon grade if the capacity does not exceed 500 gallons (1,892.7 L) and the ratio of height to diameter or width does not exceed 2 to 1.
- (c) Section R105.5 Expiration is hereby repealed and a new Section R105.5 is hereby adopted in lieu thereof as follows:

“Every permit issued shall become invalid unless the work on the site authorized by such permit is completed within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 45 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Permits for demolitions, swimming pools, repairs, minor alterations, decks, accessory structures, electric service, privacy fences, and temporary structures, shall expire 30 days after the date of issuance. If the work is not completed, an extension or a new permit will be required for all remaining work.”

- d. Section R313.2 Sprinklers in residential Structures is repealed in its entirety and insert:

“Section R313.2 One and Two-Family Dwellings Automatic Fire Systems A builder of one- and two-family dwellings to be constructed for a prospective purchaser shall offer to the purchaser at the time of entering into the construction/purchase contract the option, at the purchaser’s cost, to install or equip fire sprinklers in the dwelling, residence or unit. No purchaser of such one- or two-family dwelling shall be denied the right to choose or decline to install a fire sprinkler system in such dwelling or residence being purchased. Written verification by the builder affirming that a fire sprinkler system was offered to the purchaser at the time of entry into the construction/purchase contract must be included in the permit application.”



- (d) Section R403.1.4.1 is hereby amended by substituting "200 square feet" under "Exceptions (1) and (2) for 600 and 400 square feet", respectively.

**SECTION 7:** Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended to include specific changes. The Existing Building Code is hereby amended as follows:

- (a) Section 101.1 is hereby amended by substituting "City of Arnold, Missouri" for the words "[NAME OF JURISDICTION]";
- (b) Section 105.5 Expiration is hereby repealed and a new Section 105.5 is hereby adopted in lieu thereof as follows:

"Every permit issued shall become invalid unless the work on the site authorized by such permit is completed within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 45 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Permits for demolitions, swimming pools, repairs, minor alterations, decks, accessory structures, electric service, privacy fences, and temporary structures, shall expire 30 days after the date of issuance. If the work is not completed, an extension or a new permit will be required for all remaining work."

**SECTION 8:** Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended to include specific changes. The Fuel Gas Code is hereby amended as follows:

- (a) Section 101.1 is hereby amended by substituting "City of Arnold, Missouri" for the words "[NAME OF JURISDICTION]";
- (b) Section 106.6.2 is hereby repealed in its entirety and a new Section 106.6.2 is hereby adopted in lieu thereof as follows:

"106.6.2 Fee schedule. A fee for each plan examination, building permit and inspection shall be paid to the City Clerk at the rate or rates established by the applicable governing authority."

- (c) Section 108.4 is hereby repealed in its entirety and a new Section 108.4 is hereby adopted in lieu thereof as follows:

"108.4 Violation Penalties. Any person who shall violate any of the provisions of this code or shall fail to comply with any order issued pursuant to any section of this code, upon conviction therefore, shall be punished in accordance with the provisions set forth in Section 114.4 of Section 3, Commercial Building Code."

- (d) Section 109 is hereby repealed in its entirety and a new Section 109 is hereby adopted in lieu thereof as follows:

"Section 109 Means of Appeal

109.1 Means of Appeal. Any person affected by a decision of the code official or a notice or order issued under this code shall have the right of appeal to the Board of Appeals, established by section 113.0 of the Building Code, which shall additionally govern the grounds and regulate the procedures for such appeals."

**SECTION 9:** Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended to include specific changes. The Energy Conservation Code is hereby amended as follows:

- (a) Section C101.1 is hereby amended by substituting "City of Arnold, Missouri" for the words "[NAME OF JURISDICTION]";

**SECTION 10:** The Electric Code is hereby adopted with no amendments. Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended as follows:

- (a) "None"

**SECTION 11:** Section 500.020 (Amendments to Building Codes), as restated in Section 2 of this ordinance, is further amended to include specific changes. The Plumbing Code is hereby amended as follows:

- (a) Section 101.1 is hereby amended by substituting "City of Arnold, Missouri" for the words "[NAME OF JURISDICTION]";
- (b) Section 106.6.2 is hereby repealed in its entirety and a new Section 106.2.2 is hereby adopted in lieu thereof as follows:

"106.6.2 Fee schedule. A fee for each plan examination, building permit and inspection shall be paid to the Finance Director at the rate or rates established by the applicable governing authority"

- (c) Section C108.4 is hereby repealed in its entirety and a new Section 108.4 is hereby adopted in lieu thereof as follows:

"C108.4 Violation Penalties. Any person who shall violate any of the provisions of this code or shall fail to comply with any order issued pursuant to any section of this code, upon conviction therefore, shall be punished in accordance with the provisions set forth in Section 114.4 of Section 3, Commercial Building Code."

- (d) Section 109 is hereby repealed in its entirety and a new Section 109 is hereby adopted in lieu thereof as follows:

"Section 109 Means of Appeal

109.1 Means of Appeal. Any person affected by a decision of the code official or a notice or order issued under this code shall have the right of appeal to the Board of Appeals, established by section 113.0 of the Building Code, which shall additionally govern the grounds and regulate the procedures for such appeals."

**SECTION 12:** Title V Chapter 503 (Electricity) of the City of Arnold Code of Ordinances, inclusive, is hereby repealed. *[Regulations pertaining thereto are relocated to Chapter 500]*

**SECTION 13:** Title V Chapter 505 (Plumbing) of the City of Arnold Code of Ordinances, inclusive, is hereby repealed. *[Regulations pertaining thereto are relocated to Chapter 500]*

**SECTION 14:** Title V Chapter 510 (International Mechanical Code) of the City of Arnold Code of Ordinances, inclusive, is hereby repealed. *[Regulations pertaining thereto are relocated to Chapter 500]*

**SECTION 15:** Title V Chapter 512 (International Fuel Gas Code) of the City of Arnold Code of Ordinances, inclusive, is hereby repealed. *[Regulations pertaining thereto are relocated to Chapter 500]*

**SECTION 16:** Title V (Buildings and Construction) of the City of Arnold Code of Ordinances is hereby amended by the addition thereto of Chapter 505, entitled "Definitions," and to be read in its entirety as follows:

"Chapter 505 Definitions

A. For the purpose of this Title (Buildings and Construction) certain words and phrases are herein defined. Words and phrases defined herein shall be given the defined meaning. Words and phrases which are not defined shall be given their usual meaning except where the context clearly indicates a different or specific meaning.

1. Words used in the present tense shall include the future; the singular number includes the plural and the plural includes the singular; the word "dwelling" includes the word "residence"; the word "shall" is mandatory and not permissive.
2. The following words and phrases are defined:

**APPLICABLE GOVERNING AUTHORITY**

Whenever the term "Applicable Governing Authority" is used, said term is to be construed to refer to the City Council of the City of Arnold, Missouri.

**CODE OFFICIAL (BUILDING COMMISSIONER)**

Whenever the term "Code Official" is used, said term shall be construed to refer to the Building Commissioner of the City of Arnold, Missouri, or a duly authorized representative.

**DEPARTMENT OF BUILDING SAFETY**

Whenever the term “Department of Building Safety” is used, said term is to be construed to refer to the Division of Building and Code Enforcement of the Department of Community Development.

**DEPARTMENT OF INSPECTION**

Whenever the term “Department of Inspection” is used, said term is to be construed to refer to the Division of Building and Code Enforcement of the Department of Community Development.

**DEPARTMENT OF MECHANICAL INSPECTION**

Whenever the term “Department of Mechanical Inspection” is used, said term is to be construed to refer to the Division of Building and Code Enforcement of the Department of Community Development.

**DEPARTMENT OF PLUMBING INSPECTION**

Whenever the term “Department of Plumbing Inspection” is used, said term is to be construed to refer to the Division of Building and Code Enforcement of the Department of Community Development.

**DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION**

Whenever the term “Department of Property Maintenance Inspection” is used, said term is to be construed to refer to the Division of Building and Code Enforcement of the Department of Community Development.

**SECTION 17:** The existing content of Title V, Chapter 515 (Dangerous Buildings) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 510 (Dangerous Buildings or Structures); and

**SECTION 18:** The existing content of Title V, Chapter 520 (Mobile Homes) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 515 (Manufactured Homes); and

**SECTION 19:** The existing content of Title V, Chapter 525 (Storm Water and Erosion Management) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 520 (Storm Water and Erosion Management); and

**SECTION 20:** The existing content of Title V, Chapter 530 (Vacant Structure Registration and Maintenance) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 525 (Vacant Structure Registration and Maintenance); and

**SECTION 21:** The existing content of Title V, Chapter 535 (Streets, Sidewalks and Public Places) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 530 (Streets, Sidewalks and Public Places); and

**SECTION 22:** The existing content of Title V, Chapter 540 (Swimming Pools) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 535 (Swimming Pools); and

**SECTION 23:** The existing content of Title V, Chapter 500, Section 500.090 (Occupancy Permits and Inspections) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 540 (Occupancy Permits and Inspections); and

**SECTION 24:** The existing content of Title V, Chapter 500, Section 500.100 (Compliance Inspection) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 545 (Compliance Inspection); and

**SECTION 25:** The existing content of Title V, Chapter 500, Section 500.130 (Completion of Subdivision and Development Improvements Prerequisite to the Issuance of Building Permits) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 550 (Completion of Subdivision and Development Improvements Prerequisite to the Issuance of Building Permits); and

**SECTION 26:** The existing content of Title V, Chapter 500, Section 500.140 (Earthquake and Seismic Design Requirements) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 555 (Earthquake and Seismic Design Requirements); and

**SECTION 27:** The existing content of Title V, Chapter 500, Section 500.150 (City Participation in Property Assessment Clean Energy Program) of the City of Arnold Code of Ordinances shall be relocated and renumbered as Chapter 560 (City Participation in Property Assessment Clean Energy Program); and

**SECTION 28:** Title V (Buildings and Construction) of the City of Arnold Code of Ordinances is hereby amended by the addition thereto of Chapter 565, entitled "Control and Maintenance of Construction Sites," and to be read in its entirety as follows:

“Chapter 565 Control and Maintenance of Construction Sites

Section 565.010 Dust Control. Property owners, operators or contractors shall provide control for on-site dust or any other airborne materials from operations consisting of, but not limited to, construction, drilling, earth moving, excavating or demolition such that materials remain on the job site.

Section 565.20 Construction Debris

1. Each building construction site shall have on-site a dumpster(s) of sufficient capacity to contain the construction debris generated by the construction activity on said site.
2. All construction debris from each building construction site, shall be placed in the construction site dumpster(s), by the end of each work day.
3. Every construction site dumpster, having been filled, shall be removed from the construction site and where appropriate, replaced with another empty dumpster until such time as construction debris is no longer generated on the site.

Section 565.030 Stabilized Construction Site Entrance/Exit

1. Stabilized Construction Site Entrance/Exits shall be as required in Chapter 520, Storm Water and Erosion Management, of the Code of Ordinances.
2. Each commercial construction site or subdivision construction site entrance shall have its driveway or roadway (as delineated on the building permit application site plan) rocked with 1- to 3-inch clean stone, reclaimed stone, or recycled concrete equivalent to a minimum depth of 6 inches atop geotextile fabric. This subsection may not be required if the permanent paved driveway or entry road is in place and can be used by all construction equipment or delivery vehicles.
3. Rock drives or roadways must be constructed and maintained in order to maintain the desired intent. The Building Commissioner may require, at his discretion, rock replacement and/or soil stabilization.
4. All deliveries of building materials, of all kinds, shall be made using the rocked road or driveway, without exception.

#### Section 565.040 Sanitary Facilities

1. Each building construction site shall provide sanitary facilities (including toileting and hand washing facilities) for the convenience of all workers and shall be discharged into a sanitary sewer or if the facility is portable, it shall be an enclosed, chemically-treated tank tight unit. All non-sewered units shall be pumped regularly to assure adequate working and sanitary facilities.
2. Portable sanitary facilities shall be further governed by regulations contain in Section 405760.R, *Temporary Structures*, of the Zoning Ordinance.

#### Section 565.050 Unsafe Conditions and Equipment

1. Any structure, temporary construction, operation, equipment, materials, or lands found to be defective or unsafe, and posing a risk to the public and property, shall be immediately secured and corrected, or removed from the site.

#### Section 565.060 Outside Storage of Construction Materials

1. Construction materials shall be stored, maintained, and secured, so as to prevent safety risk or danger. Construction materials shall not be stored in the public right-of-way unless so directed by the City.

#### Section 565.070 Responsibility

1. It shall be the responsibility of the permit holder and any individual or company acting under the direction of the permit holder to ensure compliance of all provisions of Chapter 565.

2. Nothing in this section shall be construed to relieve persons engaged in construction or demolition operations from complying with other applicable provisions of law, nor is it intended to alter or diminish any obligation otherwise imposed by law on any party engaged in a construction or demolition operation, including but not limited to the owner, construction manager, general contractor, sub-contractors, material men, registered design professionals, or other party to engage in sound design and engineering, safe construction or demolition practices, including but not limited to debris removal, and to act in a reasonable and responsible manner to maintain a safe construction or demolition site.”

**SECTION 29:** Title V (Buildings and Construction) of the City of Arnold Code of Ordinances is hereby amended by the addition thereto of Chapter 570, entitled “Change in Property Ownership and/or Contractor During Land Development,” and to be read in its entirety as follows:

“Chapter 570 Change in Property Ownership and/or Contractor During Land Development

Section 570.010 Notification required.

For all permits or authorizations to proceed issued by the City under this title, all permittees, property owners and/or contractors shall provide written notification to the City when a change of ownership of a property and/or a change of contractor occurs subsequent to an application for, but prior to an approval of any platting procedure, zoning procedure, grading permit, or building permit; or during any development, land disturbance or construction activity; or during the term of an active permit or authorization issued by the City; or prior to the issuance of an occupancy permit (all hereinafter referred to as "development activities"), a written notification of a change in ownership and/or contractor shall be made to the City with notarized signatures from all property transferors and transferees, stating that the property has been subject to a whole or partial conveyance.

Section 570.020 Definitions.

*Contractor* means any person or firm that undertakes with or for another to construct, alter, repair, or demolish any structure or any portion thereof, including, but not limited to every: i) plumbing contractor, ii) electrical contractor, iii) mechanical heating, ventilation, and air conditioning ("HVAC") contractor, and iv) general contractor, building contractor, residential contractor, and landscape contractor, as well as heavy construction contractors engaged in activities such as paving, highway construction, and utility construction.

Section 570.030 Procedure.

- A. When a change of ownership of a property occurs during development activities (as defined herein), a written notification of a change in ownership shall be made to the City with notarized signatures from all property transferors and transferees, stating that the property has been subject to a whole or partial conveyance.
- B. The written notification required by paragraph A of this section shall provide:

1. The permit/project number(s), address and locator number or legal description of the property in the letter's subject line.
  2. All transferors' and the transferees' names, addresses, phone numbers, and email addresses.
- C. All permits or authorizations shall be reissued by the City showing the new transferee as the permittee or authorized party as of the transfer date, but the date of the effective permit or authorization shall remain as when it was originally issued. Permit issuance dates shall not be deemed extended due to a change in the property's ownership or contractor.
- D. When a change in a contractor occurs during development activities, written notification of any change in contractor(s) shall be made to the City with notarized signatures from the property owners and all new contractors, stating that the project has been subject to a change in contractors.
- E. The written notification required by paragraph D of this section shall provide:
1. The permit/project number(s), the address and locator number or legal description of the property in the letter's subject line.
  2. All owners' names, addresses, phone numbers, and email addresses.
  3. All new contractor's names, addresses, phone numbers, email addresses, and licenses, if applicable.
  4. All past contractors' names, addresses, phone numbers, and email addresses.
  5. All engineers' and architects' names, addresses, phone numbers, and email addresses.

Section 570.040 Violation; penalty.

Failure to comply with the provisions of this chapter may result in the issuance of a stop work order (SWO), citation under applicable Codes, the requirement for submission of new applications, including applicable review and fees, and any other remedies at law or in equity available to the City, including fines up to Five Hundred Dollars (\$500.00) or imprisonment for not more than ninety (90) days, or both.”

**SECTION 30:** Saving clause. That nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 31:** If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance



shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

**SECTION 32:** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

**SECTION 33:** This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

RESOLUTION NO. 19-70

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT FOR HUMANE EUTHANASIA SERVICES  
WITH JEFFERSON COUNTY, MISSOURI

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized, to enter into an Intergovernmental agreement for humane euthanasia services with Jefferson County, Missouri. A copy of said intergovernmental agreement is attached hereto and made a part hereof by reference.

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

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

ATTEST:

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

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

Z:\CITYDOCS\RESOLUTN\2019\19-70 Humane Euthanasia Services 2020.doc  
December 10, 2019

## INTERGOVERNMENTAL AGREEMENT FOR HUMANE EUTHANASIA SERVICES

This agreement, made and entered into \_\_\_\_\_, \_\_\_\_\_ between Jefferson County, Missouri, (hereafter, the "County") and the \_\_\_\_\_, Missouri (hereafter, the "City"). The County and the City mutually agree as follows:

WHEREAS, the County enacted an Animal Control ordinance applicable to the unincorporated areas of Jefferson County, Missouri, and, as part of the enforcement and administration of the ordinance, maintains a municipal pound (hereafter, the "Facility") duly licensed pursuant to the Animal Care Facilities Act (hereafter, the "ACFA"); and

WHEREAS, the City enacted an ordinance for the control of animals within the incorporated boundaries of the City, but does not have a sheltering facility with humane euthanasia capability; and

WHEREAS, the County and City mutually desire to enter into an agreement where the City may, at their expense, deliver any animals impounded within the limits of the City to the Facility to be boarded and cared for as required by the ACFA until humanely euthanized by means prescribed by the ACFA; and

NOW THEREFORE: The parties mutually agree as follows, to-wit:

1. The City may transport, at the City's expense, animals impounded in accordance with the ordinance of the City and held for the minimum holding periods as required by the ACFA, to the Facility to have the animals humanely euthanized in accordance with the requirements of the ACFA and Facility operations.
2. In the event that City delivers animals to County to be boarded, the County shall receive from the City, and the City shall pay to the County, the amount of Twenty Dollars (\$20.00) per day for each animal boarded and cared for by the County. The number of minimum business days of boarding shall be in accordance with the ACFA and other state statutes and Facility operations, as follows:
  - A. Animals with known owners shall be held by the City and/or County for an accumulated period of not less than ten (10) business days, before being placed up for a disposition as prescribed by the ACFA, unless redeemed by their owner.
  - B. Animals without a current rabies vaccination that are known to have bitten another animal or human within the previous ten (10) calendar days, shall be held in quarantine for a period of not less than ten (10) calendar days from the date of the bite, before being humanely euthanized, unless redeemed by their owner within two (2) calendar days of the completion of the rabies quarantine.

C. Stray animals, without a known owner, and that are not known to have bitten another animal or human, shall be held by the City and/or County for an accumulated period of not less than seven (7) business days, before being placed up for a disposition as prescribed by the ACFA, unless redeemed by their owner.

D. Animals whose ownership rights have been relinquished by their owner or animals determined to be feral by City officials shall be subject to immediate disposition as prescribed by the ACFA.

E. Should vaccination be required of any animal held by County at City's request, City shall pay County a fee of Five Dollars (\$5.00) for the required vaccinations. City shall also agree to compensate County for any veterinary treatment required to performed pursuant to the ACFA for any animals held by County at City's request. These fees shall only be charged to City if County has not recovered payment through adoption of the animal.

3. The City authorizes and instructs the County to humanely euthanize any animal having been previously impounded by City for the minimum number of required days and not reclaimed by its owner and determined by the County to be unadoptable. The City releases any animal not reclaimed by its owner and determined by the County to be adoptable to the County. The County, at the County's expense, will place the adoptable animal up for adoption or rescue for a period of three (3) calendar days. Any animal not rescued or adopted at the end of this period shall be humanely euthanized. The City shall pay the County the amount of Forty Dollars (\$40.00) for each animal euthanized.
4. If an owner claims an impounded animal, the County shall bill its normal boarding fee to the owner and shall retain the boarding fee received and shall not be required to account further to the City.
5. It is agreed that the County shall not be obligated to enforce its ordinances or the ordinance of the City, or pick up animals in the incorporated limits of the City. The County shall have no obligation to pick up any animals that are impounded by the City, in violation of the City's ordinance.
6. City shall indemnify and hold County harmless from and against any and all claims or actions and all expenses and costs (including attorneys' fees) incidental to the defense of any such claims or actions based upon or arising out of damage or injury to persons (including death) or property caused by or sustained in connection with County's performance of this Agreement.

7. The term of this agreement is for one year from the day of its execution. This agreement may be terminated by either party by providing a written notice thirty (30) days in advance.

**City:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**JEFFERSON COUNTY, MISSOURI:**

\_\_\_\_\_  
Dennis Gannon, Jefferson County, Missouri, Executive

Attest:

\_\_\_\_\_  
Kenneth B. Waller, County Clerk

By \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, County Counselor

RESOLUTION NO. 19-71

A RESOLUTION APPROVING AN AGREEMENT WITH COCHRAN  
ENGINEERING FOR THE LONEDELL ROAD PROJECT.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached agreement with Cochran Engineering for the Lonedell Road Project is hereby approved and the Mayor and/or City Administrator are authorized to execute a necessary document.

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Mayor Ron Counts

ATTEST:

---

City Clerk Tammi Casey

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



Architecture  
Civil Engineering  
Land Surveying  
Site Development

737 Rudder Road  
St. Louis, Missouri 63026  
Telephone: 314-842-4033  
Fax: 314-842-5957  
E-Mail: david@cochraneng.com

December 15, 2019

Mrs. Judy Wagner  
City Engineer  
City of Arnold  
2900 Tenbrook Rd.  
Arnold, MO 63010

**RE: Proposal – Grant Application and Engineering Services  
Lonedell Road STP Project**

Dear Mrs. Wagner:

Thank you for giving Cochran the opportunity to submit this proposal to provide application and professional engineering services for the above referenced project. In accordance with our discussions last week, we offer the following professional services:

**SCOPE OF SERVICES:**

1. **Application Phase** – we will prepare and submit the application in accordance with the attached cost estimate. The application is a very detailed and involved process; here are some of the questions and information required on the application:
  - a. Project map showing limits of improvements
  - b. Definition and description of roadway characteristics
  - c. Written description of proposed project
  - d. Proposed Cross Section
  - e. Detailed Map showing improvements and connections to transit Routes, activity centers, and schools
  - f. Written project justification – 1) proposed improvement, 2) transportation problem the improvement will address, 3) effect the improvement will have on the problem, and 4) transportation demand management strategies
  - g. Average daily traffic (ADT) counts
  - h. Pavement Condition – PASER Analysis
  - i. Description of bicycle and pedestrian elements
  - j. Detailed cost estimate
  - k. Project implementation schedule
  
2. **Design and Bidding Phase** – we will provide professional services necessary to produce a quality set of construction and bidding documents. The scope will be in accordance with the attached cost estimate. Tasks will include the following:
  - a. Determine the needs of the City by meeting with City officials and representative interest groups.
  - b. Conduct topographic, property and utility surveys sufficient to develop plans for the project.

- c. Develop preliminary plans and cost estimates and recommend to the City the best overall general design.
  - d. Submit four copies of preliminary plans and estimates for review by the City and the Missouri Department of Transportation.
  - e. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
  - f. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
  - g. Provide the City with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
  - h. Upon receipt of construction authorization from MODOT, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.
  - i. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
  - j. Assist the City in evaluating bids and requesting concurrence in award from MoDOT.
3. **Construction Phase** - we will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. Cochran will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
- a. Provide the City with a list of qualified area bidders and assist in advertising for bids, distributing bid packages, pre-bid conference, addendums, and pre-bid questions from Contractors.
  - b. Assist the City in opening and evaluating bids and requesting concurrence in award from MoDOT.
  - c. Assist the City with a preconstruction conference to discuss project details with the Contractor.
  - d. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany MoDOT and FHWA representatives on visits of the project site as requested.
  - e. Check shop drawings and review schedules and drawings submitted by the Contractor.
  - f. Reject work not conforming to the project documents.
  - g. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
  - h. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
  - i. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
  - j. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
  - k. Be present during critical construction operations.
  - l. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.



OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. The Owner shall consider the bids and determine whether the project shall proceed to the construction phase. If the Owner Board determines that the project shall proceed to the construction phase, the Owner, by action of the Board of Aldermen, shall select the successful bidder. The owner may abandon the Project, at any time and for any reason, in its sole discretion and, in such event, shall give seven (7) days written notice to Cochran.

FEE:

1. The total amount of fee to be paid for the "Application Phase" outlined in this proposal shall be a lump sum fee of \$5,000.00. We offer that if the application is not approved, we will reimburse the entire fee.
2. If the grant application is approved by the EWGCC, the total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$163,277.00.
3. If the grant application is approved by the EWGCC, the total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$122,458.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-220-7016. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,

Acceptance:  
City of Arnold

Dave Christensen, P.E.  
Vice President

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

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

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

Attachments – Cochran Standard Terms & Conditions  
Cost Estimate

## COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall be the property of the City
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.

24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Updated 01/2016

Initials \_\_\_\_\_

# CONSTRUCTION COST ESTIMATE

STP Application - Due February 13, 2020

## City of Arnold - Lonedell Road Improvement Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)	
1	Removal of Improvements	LS	1	98,000.00	98,000	
2	Linear Grading	STA	45	1,500.00	67,500	
3	Concrete Sidewalk, 6' - one side	SF	27,000	5.50	148,500	
4	Retaining Walls	SF	775	32.00	24,800	
5	Driveway Entrances	SF	4,500	7.00	31,500	
6	Pavement Widening	SY	3,000	75.00	225,000	
7	Concrete Curb	LF	8,600	25.00	215,000	
8	Storm Sewer	LF	2,800	70.00	196,000	
9	Pavement Milling	SY	13,000	2.50	32,500	
10	Asphalt Resurfacing	TON	2,200	80.00	176,000	
11	Pavement Striping	LF	18,000	0.50	9,000	
12	Restoration	LS	1	50,000.00	50,000	
13	"Bicycles May Use Full Lane" Signs	EA	4	250.00	1,000	
14	Construction Mobilization	LS	1	130,000.00	130,000	
15	Construction Traffic Control	LS	1	15,000.00	15,000	
<b>General Notes:</b>						
1. From Missouri St. Road to Pomme Road					Construction Totals	1,419,800
2. Approximate Length = 0.85 Miles					15% Contingency	212,970
3. Pavement width - existing @ 20', proposed 26'					<b>STP Project Total =</b>	<b>1,632,770</b>
4. ROW @ 30', proposed 40' (approx. 50 to 60 parcels needed)					<b>Federal Share @ 80% =</b>	<b>1,306,216</b>
					<b>Local Share @ 20% =</b>	<b>326,554</b>
<b>EWGCC Application Fee (1/2% of Federal Funds Requested) =</b>						<b>6,531</b>
<b>ROW Acquisition Allowance =</b>						<b>25,000</b>
<b>Cochran Application Fee =</b>						<b>5,000</b>
<b>Surveying/Design Engineering Services</b>						<b>163,277</b>
<b>Const. Admin./Inspection/Testing</b>						<b>122,458</b>
<b>City Expenditure (STP 20% Share + Engineering + Application Fees + ROW) =</b>						<b>\$648,820</b>

RESOLUTION NO. 19-72

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH OATS  
FOR THE JEFFCO EXPRESS TRANSPORTATION SERVICE.

---

WHEREAS, the City of Arnold's current contract for the Jeffco Express transportation service expires on December 31, 2019; and

WHEREAS, starting in 2020 OATS will be taking over operation of Jeffco Express from the Jefferson County Community Partnership;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that:

Section 1. The attached service agreement with OATS for the Jeffco Express transportation service is hereby approved.

---

Mayor Ron Counts

ATTEST:

---

City Clerk Tammi Casey

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

## Service Agreement between OATS, Inc. and the City of Arnold for Public Transit Services (Cash Match Funding)

OATS, Inc. (a/k/a OATS Transit) has been providing transportation in Jefferson County for nearly 50 years and was contracted to operate the *JeffCo Express* service when it began ten years ago. JeffCo Express is a deviated fixed-route system that was developed by the Jefferson County Community Partnership to enhance transit options for seniors 60 and older and people with disabilities and also services for the entire county. On December 1, 2019, the Jefferson County Community Partnership OATS Transit opted to turn the administration of the service over to OATS Transit.

It is the goal of OATS Transit, and the desire of JCCP, to consolidate JeffCo Express services in with other OATS-operated services in the county to realize efficiencies, cost savings, and with the ultimate goal of providing more service to the residents of Jefferson County, including the City of Arnold.

### **SCOPE OF SERVICE:**

1. This Agreement becomes effective on January 1, 2020 and terminates on December 31, 2022. It is noted that the implementation and continuance of this Agreement is contingent upon OATS Transit receiving continued Federal Transit Administration funding to support this service.
2. OATS Transit will continue to operate the three deviated fixed routes Monday-Friday from 7:00 a.m. – 7:00 p.m. (scheduled times may vary slightly) as long as long as there is funding available to do so.
3. OATS Transit agrees to comply with state and federal regulatory requirements. As a current recipient of Federal Transit Administration funds, including Section 5310, OATS Transit is familiar with the requirements.
4. If the Mobility Management grant is transferred to OATS Transit, that funding will be used to continue the auxiliary activities outlined in the grant application.

### **REIMBURSEMENT:**

**(A) NET OPERATING COST:** The City of Arnold shall reimburse OATS Transit for 50% of the net operating costs to be used as cash match to draw down on an FTA grant awarded by the East-West Gateway Council of Governments and administered by Metro Transit. In no event shall the total amount reimbursed by the City of Arnold for net operating costs exceed \$69,104.00 for calendar year 2020, \$70,486.00 for calendar year 2021, and \$71,895.00 for calendar year 2022.

OATS Transit will annually apply for funding through the East-West Gateway Council of Governments funding to continue this project. OATS Transit has received FTA grants from EWGW in the past, including grants administered by Metro Transit, so are familiar with the agencies and their processes.

**(B) REIMBURSEMENT CONDITIONS:**

1. Funds made available to OATS Transit are subject to appropriations made by the City of Arnold. The maximum payment by the City of Arnold on any monthly or quarterly requests and in the aggregate, when added to federal operating and or capital assistance funds available and applied to the same operating and or capital period, shall not cause the total of local and federal operating and or capital assistance to exceed the amount of federal operating and or capital assistance for which OATS Transit has qualified.
2. Reimbursement will be made by the City of Arnold each month upon submission of the appropriate billing information to include detailed costs, revenues, and operating loss.
3. Requisitions requesting reimbursement for operating expenses shall be in accordance with the approved operating budget.
4. Requisitions requesting reimbursement for capital expenses shall be in accordance with the approved estimated capital project budget.
5. OATS Transit shall not be reimbursed for any expenses incurred prior to or after the project period.

**AMENDMENTS:** Any change in this agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative for OATS Transit and the City of Arnold.

**TERMINATION:** This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

**LAWS OF MISSOURI TO GOVERN:** This agreement shall be construed according to the laws of the State of Missouri. OATS Transit shall comply with all local, state and federal laws and regulations relating to the performance of this agreement.

**VENUE:** It is agreed by both parties that any action of law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

**CONFIDENTIALITY:** OATS Transit shall not disclose to third parties confidential factual matter provided by the City of Arnold except as may be required by statute, ordinance, or order of



court, or as authorized by the City of Arnold. OATS Transit shall notify the City of Arnold immediately of any request for such information.

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

Executed by OATS Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Executed by the City of Arnold this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**City of Arnold**

**OATS, Inc.**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Executive Director

**Attest:**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Administrative Services Director

Approved as to Form:

\_\_\_\_\_  
City of Arnold Attorney

RESOLUTION NO. 19-73

A RESOLUTION APPROVING A LEASE AGREEMENT WITH WALTERS  
GOLF MANAGEMENT FOR OPERATION OF THE GOLF COURSE.

---

WHEREAS, the City of Arnold Walters Golf Management desire to enter into an a lease agreement for Walters Golf Management to operate the City's golf course;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that:

Section 1. The attached lease agreement with Walters Golf Management is hereby approved.

---

Mayor Ron Counts

ATTEST:

---

City Clerk Tammi Casey

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

## ARNOLD GOLF COURSE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement") is made and entered into as of the 19th day of December, 2019, by and between the City of Arnold (the "Lessor") and Walters Golf Management LLC (the "Lessee"), a Missouri limited liability company, with its principal place of business at 9909 Clayton Road Suite #222, St. Louis, MO 63124.

### PRELIMINARY STATEMENT

The Lessor owns certain real property located within the geographical limits of Arnold, Missouri, commonly known as Arnold Golf Course (the "Golf Course") which is described in that legal description which is attached hereto, incorporated herein by reference, and marked Exhibit A. The real property covered by this Lease, together with all buildings, structures, and improvements located or that may in the future be located, thereon is collectively hereinafter referred to as the "Premises" or the "Leased Premises"; and

WHEREAS, Lessor believes it is in its best interest for the day to day operation of the facility to enter into this Lease with the Lessee pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of \$1.00 (one dollar) per calendar year and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Lessor and the Lessee hereby agree as follows:

### ARTICLE I DEFINITIONS

**1.01 Definitions.** As used in this Lease, the following terms shall have the respective meanings indicated below:

Affiliate - Any and all corporations, partnerships, trusts, and other entities directly or indirectly controlled by, controlling, or subject to direct or indirect common control of any entity or person.

Capital Improvements - Any alteration or addition to, or rebuilding or renovation of, the Golf Course, the cost of which is not commonly charged to property operation and maintenance.

Commencement Date - The date upon which the Lessee leases the Golf Course and assumes its obligations under this Lease to manage and operate the Golf Course. Such date shall be as of midnight, January 1, 2020.

Exhibit A - The legal description of the real property leased hereunder.

Exhibit B - A list of Lessor owned Grounds Equipment that the Lessee is allowed exclusive use of from the commencement date of this lease.

Exhibit C - A list of furniture, office and miscellaneous equipment provided by the Lessor for the Lessee's exclusive use during the term of this Lease.

Impositions - All water, sewer or other similar rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, which at any time may be confirmed or imposed on the Golf Course or the operation of the Golf Course.

Improvements - The buildings, structures (surface and subsurface) and other improvements, including without limitation all Capital Improvements and Required Improvements, now or hereafter located on the Premises.

Insurance Requirements - All requirements of each insurance policy, and all orders, rules, regulations, and other requirements of the Lessor which are applicable to the Golf Course or the operation of the Golf Course.

Land - The parcel or parcels of land being leased under this Lease and described by the legal description in Exhibit A attached to this Agreement and incorporated herein by this reference.

Leased Premises - A collective term for the Land and Improvements and Lessor's interest in the Land and Improvements, and any greater estate or interest hereafter acquired, together with all entrances, exits, rights of ingress and egress, easements and appurtenances belonging or pertaining thereto . A legal description of the Land is found in Exhibit A, attached hereto.

Legal Requirements - All laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Golf Course, the Premises, and the construction, management, and operation of the Golf Course and Premises.

Operating Inventory - Consumable items used in or held in storage for use in the operation of the Golf Course, including scorecard and cart tickets, driving range balls, professional shop merchandise, food and beverages, paper and plastic ware, fuels, cleaning materials, fertilizers, pesticides, supplies and other similar items.

Operating Period - The period beginning on the Commencement Date and ending on the earlier to occur of (a) the last day of the term of this Lease, or (b) if this Lease is terminated pursuant to the Articles below, the effective date of such termination ("Last Operating Day").

Operating Year - The Operating Year shall be January 1 through December 31 of each year.

Net Operating Losses ("NOL") – Losses resulting from subtracting all reasonably necessary operating expenses from total revenue (including deferred revenue) from the Leased Premises. NOL shall include such operating expenses that are required to run and maintain the Leased Premises. NOL shall be a before-tax figure and exclude, among other things, principal and interest payments on loans, Capital Improvements, depreciation, amortization and acquisition(s) of Operating Inventory acquired greater than 30 days in advance of the period of consumption.

Rent Commencement Date – January 15, 2020 -; the date upon which the Lessee's first Lease Payment is due.

Required Improvements - The normal and necessary day to day maintenance required to maintain the Leased Premises.

## ARTICLE II TERM; TERMINATION; DEFAULT

**2.01 Term of Agreement.** The initial term of this Sublease shall commence on the "Commencement Date", which shall be as of midnight, January 1, 2020, and shall expire at the end of the business day on December 31, 2024, unless terminated sooner pursuant to the terms of this Lease.

**2.02 Termination.** Lessee and Lessor acknowledge and agree that either party has the absolute right to cancel this Lease on the 1<sup>st</sup> day of each Operating Year during the Operating Period with at least 365 days' prior written notice to the other party.

**2.03 Default by Lessee.** Lessee shall be in default of the Lease upon the occurrence of any one of the following events:

- a. Lessee fails to keep, observe, or perform any material covenant, agreement, term or provision of this Lease to be kept, observed, or performed by Lessee, and such default continues uncured for a period of forty-five (45) days after written notice of such default by Lessor to Lessee.
- b. (i) Lessee applies for or consents to the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of its assets; (ii) Lessee files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Lessee files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Lessee; (iv) Lessee admits in writing its inability to pay its debts as they come due; (v) Lessee makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Lessee a bankrupt or insolvent or approving a petition seeking reorganization of Lessee or appointing a receiver, trustee, or liquidator of Lessee or of all or a substantial part of its assets, and such order, judgment, or decree continues in effect for any period of sixty (60) consecutive days.

In the event of default by Lessee, Lessor shall have all rights and remedies afforded to it under all applicable laws and shall have the right to enforce any and all claims as a result of said default against Lessee, its successors and/or assigns. In addition to any and all rights under the law, Lessor shall have the option to terminate this Lease immediately and shall have the option to immediately take over management and operation of the Golf Course with its own personnel or through a third party without jeopardizing any and all rights it might have against Lessee, its successors and/or assigns due to said default, and Lessee, its successors and/or assigns shall have no cause of action of any kind against Lessor.

**2.04 Curing Defaults.** Any default by Lessee which is susceptible of being cured shall not constitute a basis for termination of this Lease if the nature of such default will permit it to be cured within the grace period allotted; provided, that within such grace period the Lessee shall have given notice of its intent to cure, have commenced to cure such default, is proceeding to complete the cure in good faith and with reasonable diligence, and completes such cure within sixty (60) days after the expiration of such grace period.

**2.05 Effect of Termination.** The expiration or termination of this Agreement shall not affect the rights to the terminating party with respect to any liability or claims accrued, or arising out of events occurring prior to the date of termination. In the event of expiration or earlier termination of this Agreement, Lessee shall surrender the Leased Premises to the Lessor.

### **ARTICLE III LEASED PREMISES**

**3.01 Lease of Premises.** The Lessor does lease to the Lessee and the Lessee does lease from the Lessor subject to the terms, covenants, conditions and provisions hereof the Leased Premises.

Condition and Suitability of the Premises. THE LESSEE AGREES THAT LESSEE IS LEASING THE PREMISES, "AS IS," "WHERE IS" and "WITH ALL FAULTS" AND THE LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO FITNESS, MERCHANTABILITY, USE OR CONDITION OF EITHER THE PREMISES OR ITS SUITABILITY FOR LESSEE'S INTENDED PURPOSES. Lessee leases the Leased Premises and accepts the Leased Premises without representation or warranty by Lessor, express or implied, in fact or by law, and without recourse, with respect to the condition of the Premises, including, but not limited to the soil and subsurface conditions thereof. Without limiting the generality of the foregoing, Lessor and Lessee acknowledge that Lessee has been the on-site manager of the Golf Course since **October 1, 2018**, and as a result is familiar with all aspects of the Leased Premises, including the Golf Course. This clause is dependent on agreed upon work concerning the bridge and irrigation work to be funded by the lessor

Except for the negligent acts or omissions of Lessor, Lessee shall, and does hereby, indemnify and hold harmless Lessor from and against any and all damages and claims, including without limitation, all attorneys' fees and expenses at both the trial and appellate levels, which arise out of the inspection of the Premises by Lessee or any mechanic's or materialman's liens which may arise in connection with the performance of any work by or at the request of the Lessee with respect to any such inspections.

### **ARTICLE IV PAYMENTS**

**4.01 Lessor Payments.** Lessor shall make lease payments to the Lessee by paying to the Lessee the sum described in Exhibit D , for the convenience of the Lessor in equal monthly

payments also described therein and continuing on the first day of each month thereafter during the term of this schedule (the "Lease Payments").

**4.02 Property Taxes.** There shall be no property tax obligation by the lessee.

**4.03 Net Operating Losses.** Lessee shall have the sole responsibility for all Net Operating Losses of the Golf Course incurred during the Operating Period provided.

## **ARTICLE V EQUIPMENT AND FURNITURE**

Lessor owns certain equipment and furniture utilized for the Golf Course. A list of the equipment and furniture is set forth in Exhibits B and C, attached hereto and specifically made a part hereof (separately and collectively the "Equipment").

**5.01 Lessor-owned Grounds Equipment.** Lessee have the exclusive right from Lessor of existing Lessor-owned Grounds Equipment set forth in Exhibit B. Lessee shall be responsible for any and all maintenance required on the Grounds Equipment. Upon termination of the Lease pursuant to Article II, this equipment shall be returned to the Lessor in a condition reasonable for normal wear and tear of the time frame considered. Lessee shall assume payments on existing leases in place at the time of commencement of the lease. Additional grounds equipment necessary during the lease period will be the responsibility and property of the Lessee

**5.02 Lessor-owned Furniture and Equipment.** Lessor shall provide, at no additional cost to Lessee, such furniture and various other operating materials and supplies for the Lessee's use during the term of this lease, set forth in Exhibit C. Lessor shall have no obligation to repair or replace any such equipment. Upon termination of this Lease, this equipment shall be returned to the Lessor in a condition reasonable for normal wear and tear of the time frame considered. Additional furniture and equipment necessary during the lease period will be the responsibility and property of the Lessee

## **ARTICLE VI RIGHTS AND OBLIGATIONS OF THE LESSEE**

**6.01 Use.** Lessee shall at all times use and occupy the Premises for the operation and management of a public or semi-private golf course (i.e., publically accessible with payment of access greens fee or annual fee), including the operation and management of a golf shop, restaurant and for no other use or purpose unless otherwise approved by the lessor.

All materials, goods and equipment stored, delivered to, or offered for sale on the Premises shall be the property of the Lessee except those owned by Lessor. Furthermore, these materials shall not be unreasonably hazardous, explosive, or of a nature that would attract unwanted wildlife.

Lessee shall comply with all federal, state, and local laws, rules and regulations including, but not limited to, those relating to tax, environmental, Americans with Disabilities, immigration, fire, building, and safety which may apply to the operation and management of the Golf Course and the Improvements constructed at the Premises and other activities at the Premises, including reasonable regulations promulgated by Lessor, and Lessee shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits. If there is any discrepancy amongst the laws, rules, and/or regulations, the most restrictive provision shall apply.

**6.02 Access.** During the Term hereof, and until such time as this Lease expires or is earlier terminated, Lessee shall have reasonable access to the Leased Premises 24 hours a day, seven days a week, 365 days per year.

**6.03 Signs and Re-Branding.** During the term of this Agreement, Lessee shall have the right, at its expense and subject to the terms hereof, to place in or on the Premises a sign or signs identifying the Golf Course and such signage as is customary in the operation of a golf course, including, without limitation, directional signage, tee placement advisories and cart path restrictions. Lessee shall be responsible for obtaining from the appropriate governing body all necessary permits for such signage. Lessee shall also have the right to rebrand the Golf Course in order to increase and maintain the interest of patrons who use the Golf Course and the amenities of the Leased Premises. Lessor shall have the right to approve, at its reasonable discretion, any re-branded concept proposed by the Lessee. Such Lessor approval shall not be unreasonably conditioned, withheld or delayed.

**6.04 Trade Fixtures.** During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform its services or any other services required or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Lessee, and except as may otherwise be directed by Lessor, Lessee shall remove immediately such fixtures and personal property at the expiration or termination of this Lease and repair any damage to the Premises resulting from such removal.

## **ARTICLE VII LEASEHOLD IMPROVEMENTS**

### **7.01 Improvements Approval.**

(a) Lessee shall NOT be required to make specific improvement(s) to the Golf Course during the term of this Lease. However, any improvements other than the normal and necessary day to day maintenance required to maintain the Leased Premises shall be done by Lessee and in all cases in conformity with plans and specifications prepared by or for the Lessee and Lessee shall not commence any such work until Lessor shall have approved said plans and specifications. Lessor shall review the plans and respond to Lessee within fourteen (14) days with regard to Lessee's proposed plans and specifications. All of Lessee's work shall



be done in accordance with the plans and specifications approved by the Lessor; provided, however, that no approval by the Lessor shall be deemed an affirmation that such drawings or improvements constructed in accordance therewith are in compliance with applicable building codes or other applicable ordinances and regulations, nor shall any such approval by Lessor relieve Lessee from its obligations, at Lessee's sole cost and expense, to make any architectural and/or construction changes to such drawings or improvements necessary to comply with all applicable ordinances and regulations, and the approved plans and specifications. To the extent that any Capital Improvement to the Golf Course or structural repair or replacement of any part of the Improvements, including, without limitation, the pump station, walls, bearing members or roof of the building, is less than Ten Thousand and 00/100ths Dollars (\$10,000.00) the cost thereof shall be paid by Lessee. To the extent the cost of such improvement, repair or replacement exceeds Ten Thousand and 00/100ths Dollars (\$10,000.00), Lessor and Lessee shall consult with one another prior to Lessee to performing the such capital improvements at the Lessor's expense to define if the work is to be accomplished. In the event the decision is made not to complete said improvements, lessee has the right to terminate the lease with 90 days written notice.

(b) Any improvements that impact any lake, river, stream, creek, drainage ditch or other body of water constituting a "water of the United States" or jurisdictional wetland shall be reviewed and approved by Lessor and any other appropriate or required local, State and/or Federal regulatory offices and agencies, including the U.S. Army Corps of Engineers, prior to construction of these Required Improvements.

**7.02 Improvements upon Lease Termination.** Upon the expiration or earlier termination of this Lease, improvements benefitting the Leased Premises shall remain the property of the Lessor.

**7.03 General Improvements.** Separate and apart from the Improvements that are approved by the Lessor, it is anticipated over the life of the Lease that additional Capital Improvements ("General Improvements") may be needed. If such General Improvements are deemed necessary by the Lessee then, in that event, the cost thereof shall be borne by Lessee as provided in Section 7.01 hereinabove.

## **ARTICLE VIII ACCEPTANCE, MAINTENANCE AND REPAIR**

**8.01 "AS IS" Condition.** Lessee warrants that it has inspected the Golf Course and Premises and accepts possession of the Golf Course and Premises and the Improvements thereon "as is" in their present condition, and agrees that the Premises are suitable and sufficient for the uses required and/or permitted hereunder. This includes the bridge work and irrigation repairs to to be accomplished by lessor.

**8.02 No Obligation.** Lessor shall not be required to remove nor to maintain nor to make any improvements, repairs or restorations upon or to the Golf Course or Premises or to any of the improvements presently located thereon or to any improvements placed upon the Premises by Lessee, its successors, or assigns prior to commencement of this lease.

**8.03 Lessee Obligations.** Lessee shall throughout the Term of this Lease assume the entire responsibility, cost, and expense for all repair and maintenance whatsoever to the Golf Course and the Premises whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and, shall keep the Premises in a good condition and repair as reasonably determined by the Lessor and in accordance with section 7.01. Any replacements Lessee makes under this Lease shall be of equal quality as the item being replaced. Without limiting the generality of the foregoing, Lessee shall: keep at all times, in a clean, professional, and orderly condition and appearance, the Golf Course and Premises, all Improvements thereon, and all of Lessee's fixtures, equipment and personal property which are located on any part of the Premises; maintain, repair, if necessary the greens, bunkers, irrigation systems, drainage systems, buildings, and other property associated with the Golf Course; repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, grasses, turf, soils, water or other parts of the Golf Course or Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has or potentially has a harmful effect on human health or the environment as determined by any regulatory agency; take whatever measures are necessary to adequately control sedimentation and erosion, and to exclude all sanitary and stormwater issues related to the Premises and surrounding property affected by the Premises and its use; and excludes maintenance and repair to all utility service lines placed on the Premises, including but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers. This clause is directly governed by Section 7.01.

**8.04 Failure to Maintain.** In the event Lessee fails to maintain, clean, repair, rebuild, replace, repaint or perform in accordance with this Article or any other Article of this Lease within a period of ninety (90) days after written notice from Lessor to perform any obligations required to be done under the provisions of this Lease, then Lessor may, at its option but without any obligation to do so, and in addition to any other remedies which may be available to it under this Lease or otherwise at law or in equity, enter the Golf Course and Premises, without such entering causing or constituting a trespass, a cancellation of this Lease, or an interference with the possession of the Premises, and perform any obligation of Lessee under the Lease with respect to such maintenance, replacement or repair, including, repair, replace, rebuild, paint all or any part of the Premises or the Improvements thereon, and do all things reasonably necessary or desirable to accomplish the work required, and the cost and expense thereof shall be paid to Lessor by Lessee on demand. If, however, in the reasonable opinion of Lessor, Lessee's failure to perform any such obligations endangers the safety of the public, the property of Lessor or other users, or occupants at the Premises, and Lessor so states same in its notice to Lessee along with the actions Lessor believes must be taken to remedy such failure and time frame for taking such actions, Lessor may, at its sole option but without any obligation to do so, in addition to all other remedies which may be available to it, elect to perform such obligations at any time after the giving of such notice and a reasonable opportunity to cure the default, and provided Lessee has been given such notice and failed to cure the default, the Lessee agrees to pay Lessor the cost and expense of such performance on demand. The rights of Lessor under this Article shall be in addition to, and not in lieu of, the rights and remedies set forth elsewhere in the Lease. Furthermore, should Lessor, its officers,

employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages arising from Lessor's, its officials', employees', or agents' conduct,. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon Lessor any obligations to maintain the Golf Course or Leased Premises.

**8.05 Right of Entry.** Lessor may enter the Golf Course and Premises at reasonable hours to inspect same, and determine whether Lessee is complying with all its obligations hereunder, provided, Lessor shall use reasonable efforts not to disturb Lessee in its operation of the Golf Course or interfere with play on the Golf Course. Subject to the foregoing, Lessee hereby waives any claim for damages for any injury to, inconvenience to, or interference with Lessee or Lessee's business operations resulting from any such entry by Lessor.

## **ARTICLE IX OPERATING RESPONSIBILITIES**

**9.01 Standard of Operation.** Lessor acknowledges that the sport of golf is a seasonal game and that closing of a course may be appropriate when play is out of season, such as in the winter months, or when weather is inclement. Subject to closing for inclement weather and customary seasonal closings, Lessee agrees it will manage and operate the Golf Course on a continual basis throughout the term of this Lease and in a professional and competent manner and in a manner consistent with the management and operational practices at other public and semi-public golf courses located in the St. Louis metropolitan area. Lessee shall have the responsibility to: (a) at all times maintain the Golf Course and the Premises as a public or semi-private course; (b) determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Golf Course and all matters affecting customer relations; (c) hire, train, and supervise the golf professional/manager, course superintendent, and all Golf Course employees; (d) supervise and direct all phases of advertising, sales, and business promotion for the Golf Course; and (e) establish accounting and payroll procedures and functions for the Golf Course. Lessee agrees, for itself, its successors and assigns that all policies and practices related to the functions and responsibilities described herein shall comply with all Federal requirements including, but not limited to, the provisions of Title VI of the Civil Rights Act of 1964.

**9.02 Responsibilities of Lessee.** Lessee shall, in accordance with the terms of this Lease, perform or have performed the following services:

- a. Enter into such contracts for the furnishing of utilities, maintenance, equipment and other services to the Golf Course, all in its own name and for its own account;
- b. Make all repairs, decorations, revisions, alterations and improvements to the Golf Course and Premises as shall be reasonably necessary for maintaining the Golf Course in good order, condition, and repair ;
- c. Incur such expenses as shall be necessary for the proper operation and maintenance of the Golf Course, including, but not limited to, lease or purchase expenses for Equipment and Furnishings not provided herein and costs for Operating Inventory;

- d. Maintain levels of Operating Inventory deemed appropriate by Lessee for supplying the needs of the Golf Course and its customers;
- e. Apply for, and obtain and maintain, all licenses and permits required for Lessee in connection with the operation and management of the Golf Course. Lessor agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise cooperate, in all reasonable respects with Lessee in the application for, and obtaining and maintenance of, such licenses and permits;
- f. Perform or have performed, all such acts and things in and about the Golf Course as shall be reasonably necessary to comply with all Insurance Requirements and Legal Requirements and to timely discharge any lien, encumbrance or other charge on the Golf Course or this Lease;
- g. Pay all Impositions and insurance premiums when due on policies required to be obtained and maintained by Lessor under Article XV of this Lease. The insured shall be Lessee and Lessor shall be an additional insured on the General Liability policy;
- h. Have on Premises a minimum of forty (40) golf cars for lease to patrons of the Golf Course.
- i. Have the Golf Course open to the public a reasonable number of days of the year, subject to closing for inclement weather and certain holidays.
- j. Provide golf pro shop sales and services.
- k. Provide annual passes and related services.
- l. Provide food and beverage sales and services.
- m. Provide a golf instruction program if applicable.
- n. Maintain all pre-scheduled tournaments/events, subject to inclement weather.
- o. Provide the availability of course time for scheduling charity/group tournaments and outings.

## **ARTICLE X GOLF SHOP OPERATIONS**

**10.01 Fixtures.** Lessor has supplied and furnished the shelves, cabinets, countertops, display cases, display racks and other furniture fixtures, equipment and appliances set forth on Exhibit C for the operation of the golf pro shop. Lessee, may at its own expense, supply and furnish any supplemental display fixtures, such as mannequins and temporary display fixtures, that Lessee in its discretion elects to purchase for the golf pro shop. Title to fixtures, equipment and appliances which are built into or fastened to the Premises shall remain with Lessor at the

termination of this Lease, without any payment therefor, from Lessor to Lessee.

**10.02 Taxes and Fees.** Any and all taxes, fees and assessments levied upon the Golf Course and its operations, including but not limited to license fees, fees for permits, profits, sales or use taxes on Lessee's property, personal property taxes on Lessee's property or any other taxes which may be levied or assessed on the assets, business or capital of the pro shop or the income therefrom earned or received by Lessee from such operations or on the merchandise carried therein by any duly constituted local, city, county, state, federal or other governmental authority, shall be borne and timely paid by Lessee.

**10.03 Indemnification.** Except for the negligent or tortious acts or omissions of Lessor, its officers, agents and employees, Lessee will at all times indemnify and hold harmless Lessor against all actions, claims, demands, liabilities and damages which may in any manner be brought, imposed on or incurred by Lessor as a consequence or arising out of any act, default, or omission on the part of Lessee or any of its officers, employees or agents, or the use or infringement by Lessee, its officers, employees or agents of any trademark, copyright or patent in connection with the operation of the golf pro shop that was not made available for use by Lessor or to the extent the same is not attributable in whole or in part to the acts or omissions of Lessor, or any of its officers, employees or agents. This is considered to be mutually enforceable.

**10.04 Repurchase of Inventory.** Upon expiration or termination of this Lease for any reason, Lessee shall prepare, at its own expense, a physical inventory of all saleable goods and merchandise located in the golf pro shop at the close of business on the last day of this Lease, together with invoices and receipts (or other commercially reasonable acceptable method of payment verification) showing the cost of such inventory based on the FIFO method of inventory costing and evidence of payment of such invoices and receipts. The inventory shall consist of two categories of merchandise: (1) saleable items carrying the Normandie Golf Club name and/or logo; and (2) all remaining saleable goods and merchandise not listed under Category (1). The results of such inventory, with copies of supporting documentation, shall be furnished by Lessee to Lessor as soon as possible following such termination for Lessor's review and verification. Lessor shall have the option, but not the obligation, to purchase any or all of the Category (1) and/or (2) remaining saleable goods and merchandise at the cost as shown on such invoices, including the cost of freight, shipping and handling charges, sales, excise or use taxes and the cost of logo embroidery, such option to run for sixty (60) days after receipt by Lessor of the inventory information from Lessee. Lessor shall have sole discretion as to which items it shall purchase. Lessee shall make the inventory available to Lessor for inspection immediately after submitting the inventory information to Lessor, and for sixty (60) days thereafter.

## ARTICLE XI ASSIGNMENT

**11.01 Assignment.** Lessee shall not have the right to assign or in any manner transfer any of its interest or obligations in and under this Lease nor contract or subcontract for the operation

of the Golf Course, nor permit occupancy of the Premises or any portion thereof by anyone with, through or under Lessee, without the prior written consent of Lessor. Consent by Lessor to one or more such acts, transfers, or assignments of this Lease shall not operate as a waiver of Lessor's rights under this Section or any subsequent act, transfer, or assignment. No such assignment shall release Lessee as assigning party, from any obligation or liability hereunder with respect to acts, facts, or circumstances arising prior to the date of such assignment unless Lessor specifically agrees in writing to such release. Notwithstanding the foregoing, Lessee shall be entitled to assign all its rights and obligations under this Agreement without the prior written consent of the Lessor to a limited partnership in which Lessee serves as managing general partner or to a Limited Liability Company in which the Lessee serves as the managing member.

Subject to the foregoing, all provisions of this Lease shall inure to and be binding upon Lessee, and its legal representatives, successors and assigns.

**11.02 Permitted Assignment by Lessor.** Lessor shall have the right, without the consent of Lessee, although with notice to assign this Agreement.

**11.03 Remedies.** Any assignment by Lessee in violation of the provisions of this Article shall be null and void and shall result in a termination of this Agreement. In addition to any other remedies available to Lessor, the provisions of this Section 13.03 shall be enforceable by injunctive proceeding or by a suit for specific performance.

## **ARTICLE XII DAMAGE OR DESTRUCTION; EMINENT DOMAIN**

**12.01 Damage or Destruction.** Should the Golf Course be destroyed or substantially damaged by fire, tornadoes, flood and/or other casualty or acts of God, Lessee shall have the option to either restore, repair, or rebuild the Golf Course using the insurance proceeds from the policies procured by Lessee herein, or, by written notice to Lessor terminate this Lease, and in such termination event Lessor shall receive the insurance proceeds (except for any such proceeds payable to Lessee for losses attributable to Lessee's property, which shall be payable to Lessee) and neither party shall have any further obligation to the other party under this Lease, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section, the Golf Course shall be deemed to have been substantially damaged if the Lessee's estimated length of time required to restore the Golf Course substantially to its condition and character just prior to the occurrence of this casualty shall be in excess of 30 (thirty) days. Should the Golf Course damage be less than substantial, the parties agree that the insurance proceeds shall be applied to the restoration and repair of the Golf Course by Lessee. The effects of this clause shall allow for termination by the lessee with written notice of 90 (ninety) days.

**12.02 Eminent Domain.** If all of the Premises (or such a substantial portion of the Premises so as to make it infeasible, in the reasonable opinion of Lessor, to restore and continue to operate the remaining portion of the Premises for the purposes contemplated in this Agreement), shall be taken through the exercise (or by agreement in lieu of exercise) of the power of eminent domain, then upon that date this Lease shall terminate and neither party

shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination, and Lessee shall have no claim for damages of any character against Lessor, its curators, officers, employees, or agents on account of such termination. Nothing in this Section shall be construed to limit the right of Lessee to seek compensation from the taking authority for the termination of its rights under this Lease as a result of such taking, or prevent Lessee from retaining any such compensation so obtained, without accounting to Lessor for any such compensation so received.

### ARTICLE XIII INSURANCE AND BONDS

**13.01 Coverage.** Lessee agrees to procure and maintain, at all times during the term of this Lease, a minimum of the following insurance:

- a. Insurance on the Golf Course buildings and contents, including the Furnishings and Equipment and Operating Inventories, against loss or damage by fire, lightning, and/or any other perils insurable under an "all risk" policy, for any property in their care, custody, and control, and any property on consignment or being held by them for sale in the pro shop under the form of "special perils" coverage to full replacement cost.
- b. Business interruption insurance payable to Lessee, covering actual losses sustained due to fire, lightning and other perils insurable under the form of "special perils" coverage.
- c. Insurance on the Golf Course and contents, including without limitation the Furnishings and Equipment and Operating Inventories, against loss from accidental damage to, or from the explosion of boilers, air conditioning systems, refrigeration and heating apparatus, pressure vessels and pressure pipes installed on the Golf Course (but such coverage shall be required only in the event that there are fired pressure vessels-boilers on the Premises), in an amount not less than one million dollars (\$1,000,000.00) with respect to any one accident and with no co-insurance provisions.
- d. Commercial general liability insurance, including without limitation, bodily injury, personal injury, property damage, products liability, contractual liability covering the provisions of this Agreement, and liquor liability, in an amount not less than one million dollars (\$1,000,000.00) single limit per occurrence. Lessor shall be named as an additional insured.
- e. Automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) single limit per occurrence.
- f. Workers' compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
- g. Commercial crime coverage which includes employee dishonesty coverage written on

a "blanket" basis covering all employees with a limit of no less than \$100,000 per occurrence; and theft, disappearance, and destruction coverage "inside" the Premises and "outside" the Premises with a limit of no less than \$50,000 per occurrence.

h. Environmental coverage with a limit of no less than \$1,000,000 per occurrence.

All coverages provided under section 13.01 shall be endorsed to show Lessor as Loss Payee with respect to Lessor's property but not as to any equipment that is owned by Lessee and set forth as Scheduled Equipment on the insurance policy; for such equipment, Lessee shall be the Loss Payee. Lessor agrees that for proceeds for which Lessor is Loss Payee, Lessor shall with proper documentation make such proceeds available to Lessee upon request for the restoration or repair of the Golf Course and Improvements as provided under Article XIII hereinabove.

A certificate of insurance evidencing all coverage required is to be provided at prior to the commencement date of the contract between the Lessee and Lessor. Lessee is required to maintain coverages as stated and required to notify the Lessor of a carrier change or cancellation within two (2) business days. The Lessor reserves the right to request a copy of the policies. The Lessor reserves the right to request higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

The types of insurance and the coverage amounts specified in this article are the minimum insurance required in connection with the Lease and operation of the Golf Course.

Lessee agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the Lessor's review or acceptance of insurance maintained by Lessee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Lessee under any resulting contract.

Lessee may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Lessee agrees to endorse the Lessor as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**13.04 Blanket Policies.** Any insurance policies provided by Lessee under this article may be affected under policies of blanket insurance which cover other properties in addition to the Golf Course.

**13.05 Handling of Claims.** Lessee shall be responsible for handling all claims for any losses, damages, liability, and expenses (including without limitation personal injury and property damage claims) arising out of the operation, maintenance, repair, or improvement of



the Premises. Handling such claims shall include without limitation responding to such claims, investigating such claims, retaining legal counsel to defend such claims, so long as said counsel is reasonably acceptable to Lessor, settling such claims, and paying any losses, damages, and expenses relating to such claims. Lessee and Lessor understand and agree that with respect to the policies of insurance required under Article XIII, the portion of any losses, damages, and expenses paid with respect to such claims which are subject to a deductible amount or a self-insurance or a self-assumption amount shall be the sole responsibility of Lessee.

**13.06 Reporting of Claims.** Lessee will furnish annually upon request loss run reports from the insurance company on claims filed under all coverage required under Article XII. Lessee is also required to notify Lessor immediately of any loss resulting in serious bodily injury.

## **ARTICLE XIV GENERAL PROVISIONS**

### **14.01 Indemnities.**

- a. General Indemnity - Except for the negligent or intentionally tortious acts or omissions of Lessor, its members, officers, employees, and agents, Lessee agrees to indemnify and hold Lessor, its curators, officials, authorities, employees, and agents harmless from and against any and all losses, liabilities, including strict liability injuries, claims, demands, damages, judgments, cost and expenses, including reasonable attorneys' fees and witness fees for the defense thereof, arising out of or resulting from the operation, maintenance or management of the Golf Course (excluding certain operating losses as set forth in Section 4.04, above or Lessor contractual obligations) or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any acts, omissions, or negligence of Lessee, its invitees, agents, contractors, servants, employees, sub-contractors, concessionaries or licensees, arising out of or resulting from the use, operation, maintenance, or management of the Golf Course. In case of any action or proceeding brought against Lessor, its curators, officials, authorities, employees or agents, by reason of any such claim, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor. This provision is intended to be mutually enforceable.
  
- b. Environmental Indemnification - For purposes of this Lease, "Hazardous Substance" shall mean any toxic or hazardous wastes, materials, pollutants or substances, including without limitation, petroleum products and by-products, flammable explosives, radioactive materials, asbestos, polychlorinated biphenals, and substances defined as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 6901 et seq., as amended; any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, 15 U.S.C. 2601 et seq., as amended; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. 466 et seq., as amended; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. 7401 et seq., as amended; and any toxic or hazardous wastes, materials, pollutants or substances regulated under any other federal, state local or

other governmental legislation, statute, law, code, rule, regulation, order, requirement, ordinance or guideline now existing or hereafter enacted, identified by its terms as pertaining to toxic or hazardous wastes, materials, pollutants, or substances. "Environmental Laws" as used herein shall mean all such laws described above and any other applicable federal, state and local laws, rules and regulations related to air quality, environmental control, release of hazardous materials, hazardous wastes and hazardous substances, and any and all other applicable environmental laws.

Lessee hereby agrees that it shall: not dispose of, store, or allow the release of any Hazardous Substances on or from the Golf Course (except in compliance with all environmental laws and all other laws, ordinances, orders, requirements, rules or regulations of governmental authorities pertaining thereto), and provide Lessor with written notice upon Lessee's obtaining knowledge of any potential or known release of any Hazardous Substances on or from the Premises in violation of any Environmental Law or other law, ordinance, order, requirement, rule or regulation of governmental authorities; upon Lessee's receipt of any notice of any such potential or known release, or threat of release, from any governmental authority; or upon Lessee's obtaining knowledge of the incurring of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any Hazardous Substances for which expense or loss Lessee or the Lessor may be liable or for which expense a lien may be imposed on the Premises. Except for the negligent or intentionally tortious acts or omissions of Lessor, its members, officers, employees, and agents, Lessee shall indemnify, defend and hold harmless Lessor, its officials, authorities, employees, and agents from and against any and all losses, liabilities, including strict liability, injuries, damages, and expenses (including, but not limited to, attorney fees and expenses and court costs and other costs of any litigation or other proceeding), related to costs of settlement or judgment and claims of every kind whatsoever paid, incurred or suffered by, or asserted against Lessor by any person or governmental agency and/or pursuant to any Environmental laws, as a direct or indirect result of, the presence on or under, or the escape seepage, leakage, spillage, discharge, or release on or from the Premises or any improvements constructed thereon of any Hazardous Substance arising from or in connection with the actions or omissions of Lessee, its members, officers, employees or agents.

Lessor hereby agrees that it shall: not dispose of, store, or allow the release of any Hazardous Substances on or from the Golf Course (except in compliance with all environmental laws and all other laws, ordinances, orders, requirements, rules or regulations of governmental authorities pertaining thereto), and provide Lessee with written notice upon Lessor's obtaining knowledge of any potential or known release of any Hazardous Substances on or from the Premises in violation of any Environmental Law or other law, ordinance, order, requirement, rule or regulation of governmental authorities; upon Lessor's receipt of any notice of any such potential or known release, or threat of release, from any governmental authority; or upon Lessor's obtaining knowledge of the incurring of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any Hazardous Substances for which expense or loss Lessee or the Lessor may be liable or

for which expense a lien may be imposed on the Premises.

Notwithstanding any other provisions of this Lease to the contrary, the indemnification and notice provisions of this paragraph (Environmental Indemnification) shall remain in full force and effect and be fully binding upon Lessee for the benefit of the Lessor following for a period of one year following the expiration or earlier termination of the Agreement..

**15.02 Notices.** All notices, demands, requests, consents, approvals, replies and other communications ("Notices") required or permitted by this Lease shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective one (1) business day after deposit with the Postal Service. Notice by overnight express delivery services shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of Notices hereunder, the address of Lessor shall be:

City of Arnold  
Attn: Bryan Richison  
2101 Jeffco Boulevard  
Arnold, MO 63010

For purposes of Notices hereunder, the address of Lessee shall be:

Walters Golf Management  
Attn: Jeffrey Smith  
9909 Clayton Road #222  
St. Louis, MO 63124

With a copy of legal notices to:

SmithAmundsen LLC  
Attn: Brad Goss  
120 S. Central Suite 700  
St. Louis, MO 63105

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Section 15.02.

**15.03 No Partnership or Joint Venture.** Nothing contained in this Lease shall be construed to be or create a partnership or joint venture between Lessor and its successors and

assigns, on the one part, and Lessee and its successors and assigns, on the other part.

**15.04 Modifications and Changes.** This Lease may be amended or modified only by a writing signed by both parties.

**15.05 Understandings and Agreements.** This Lease constitutes all of the understandings and agreements of whatever nature or kind existing between the parties with respect to Lessee's Lease and operation of the Golf Course.

**15.06 Headings.** The Article, Section and Subsection headings contained in this agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this agreement.

**15.07 Survival of Covenants.** Any covenant, term or provision of this Agreement which in order to be effective must survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

**15.08 Remedies Cumulative.** Neither the right of termination, the right to sue for damages, nor any other remedy available existing in law or in equity to a party under this Lease shall be exclusive.

**15.09 Third Parties.** None of the obligations under this Lease of either party shall run to or be enforceable by any party other than the party to this Lease or by a party deriving rights under this Lease as a result of assignment permitted pursuant to the terms of this Lease.

**15.10 Brokers.** Each party represents that it did not have any real estate broker(s) involved on its behalf in connection with this Lease and that no other person or entity is entitled, as a result of such first party's actions, to a commission or other fee resulting from the execution of this Lease. Each party will be responsible for all liability relating to its breach of, and will pay any compensation that constitutes such a breach of, this representation.

**15.11 Waivers.** No failure by Lessee or Lessor to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon the breach of any subsequent breach at the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease and no breach of this Lease shall be waived, altered, or modified except by a written instrument. A waiver of any breach of this Lease shall only affect this Lease to the extent of the specific waiver, and all covenants, agreements, terms and conditions of this Lease shall continue in full force and effect.

**15.12 Applicable Law.** The laws of the State of Missouri shall govern the validity, performance and enforcement of this Lease. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in St. Louis County, Missouri.

**15.13 No Presumption Regarding Drafter.** Lessor and Lessee acknowledge and agree that

the terms and provisions of this Lease have been negotiated and discussed between Lessor and Lessee, and that this Lease reflects their mutual agreement regarding the subject matter of this Lease. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either Lessor or Lessee to be the drafter of this Lease, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Lease. This Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

**15.14 Enforceability of any Provision.** If any term, condition, covenant, or obligation of this Lease shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Lease.

**15.15 United States Currency.** All amounts payable pursuant to this Lease shall be paid in lawful money of the United States of America.

**15.16 Counterparts.** This Lease and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Lease or any amendment and all counterparts shall be considered together as one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year below their respective signatures to become effective as the later date.

“Lessor”

“Lessee”

\_\_\_\_\_

\_\_\_\_\_ **LLC**

BY

BY

DATE

DATE

**EXHIBIT A**

**Legal Description**

# EXHIBIT B & C

Items	Year	Make	Model	Serial Number	Description
<b>Information Technology</b>					
All Computer, Printers & Monitors					Property of the City of Arnold
Card Readers					Property of the City of Arnold
Security Cameras/System					Property of the City of Arnold
<b>Parks and Recreation</b>					
Hand tools		Assorted			All hand tools and toolboxes
Power tools		Assorted			All power tools
Line Trimmers		Stihl			Gas powered trimmers
Chainsaws		Stihl			Gas powered chainsaws
Blowers		Stihl			Gas powered blowers
Rough Mower	2011	Progressive	TD 652	086521249	Pull-behind bat-wing mower
Aero-Thatch Slit Seeder	2007	Toro	44830	260000647	3-point hitch seeder
Tractor	2010	Kubota	MX5100 DT	54796	
Bobcat	2003	Bobcat	763	512266138	Skid Steer with attachments
Portable Building	2019	5-Star			
Zero-Turn Mower	2012	Snapper			(ON LOAN) Property of Parks Department
Walk-Behind Mower	2019	Farris	5901319	4000026493	Commercial mower
Crown Vic Vehicle		Ford	Crown Vic	Lic # 520	City's insurance prohibits non-employee uses
Small boat					(ON LOAN) Property of Parks Department
Pickup Truck		GMC	1500		City's insurance prohibits non-employee uses
Broadcast Spreader	2015	Lely			3-point hitch fertilizer spreader
Roto-Tiller	2016	Land Pride			3-point hitch tiller
<b>Golf Course</b>					
Greens Mower	1994	Toro	3000D		Toro Green master
Greens Mower	2007	John Deere	2500E		Greens mower
Reel Grinder	2006	Neary	277		Reel grinding machine
Reel Grinder	2006	Neary	550 SRI		Reel grinding machine
Greens and Tees Mower	2002	John Deere	2653A		NON-OPERATIONAL, ENGINE PROBLEM

Items	Year	Make	Model	Serial Number	Description
Fairway Mower	2009	John Deere	7700		Fairway reel mower
Rough & surround Mower	2019	John Deere	8800A		Rough, surrounds and trim mower
Blower	2009	Buffalo	BT-CK B3	17318	Gas powered blower
Greens Roller	2016	Tru-Turf	RS 48-11E		Gas powered greens roller
Workman Utility Vehicle	2008	Toro	Workman		Maintenance shop
Equipment Lift		Golf Lift	GL9PYGRG	UCE12F0008	2-post equipment lift
Tire Changer		Coats	40-40SA		Automotive style tire changer
Welder		Sears/Roebuck	4375		Electric arc welder
Topdresser	2007	Ty-Crop	Propass 180		Pull-behind topdresser
Broadcast Spreader		KingKutter	500		3-point hitch fertilizer spreader
Diesel Fuel Tank					Maintenance shop
Gasoline Fuel Tank					Maintenance shop
Sod Cutter		Ryan			Maintenance shop
Small Mower Trailer		John Deere			Maintenance shop
Utility Cart		E-Z-GO			Gas powered maintenance cart
Utility Cart		Cushman			GOLF CAR LEASE AGREEMENT
Aerator	2013	Redixim	Verti Drain	A58026	3-point hitch aerator
Dump Trailer	2016	Dakota	525		Pull-behind dump trailer (Damaged axle)
Oscillating Fan	2017	Turf Beeze			Gas powered, pull-behind oscillating fan
<b>Club House</b>					
Miscellaneous Apparel					Assortment of shirts, golf balls, gloves, hats, etc
Flat Screen Television					Above window on the North wall
Display Case					Glass display case
Glass Front beverage cooler		Coca-Cola			PROPERTY OF COCA-COLA, INC
Beer Tap Cooler		Avantco			Snack bar area
Upright Refrigerator					Snack bar area
Soda Fountain Machine		Coca-Cola			PROPERTY OF COCA-COLA, INC
Hotdog Cooker		Superior			Snack bar area
Assorted Table/Chairs/Couches					Upstairs lounge
Flat Screen Television					Mounted on the West wall of club house lounge
AED					Upstairs lounge
Flat Screen Television					Mounted on the South wall of club house lounge



Items	Year	Make	Model	Serial Number	Description
Assorted Table/Chairs					Items are located on the deck
Stainless Steel Gas Grill					Patio deck
Double Door Stainless Commercial Cooler					Downstairs storage area
Glass Front Powerade beverage cooler					PROPERTY OF COCA-COLA, INC
Glass Front beverage cooler					PROPERTY OF COCA-COLA, INC, NON-OPERATIONAL
Ice Maker					LEASED
Small Chest Freezer					Downstairs storage area
Small Chest Freezer					Downstairs storage area
Washing machine					Downstairs storage area
Assorted Table/Chairs/Couches					Downstairs lounge,
Small Glass Front Beverage Cooler					Downstairs lounge,
Flat Screen Television					Downstairs lounge,
<b>Scrap Equipment</b>					
Outfront Mower		John Deere	F935		Scrap out-front commercial mower
Reel Mower		John Deere	3235 A		Scrap greens mower
Reel Mower		John Deere	3215		Scrap greens mower
Miscellaneous Scrap Equipment					Assortment of scrap equipment and components

## **EXHIBIT D**

### **Lease Financial Terms**

Lessor will pay the lessee a cash subsidy based upon the following schedule. Payments will be made in 12 (twelve) monthly installments during each calendar year.

2020 - \$125,000.00

2021 - \$100,000.00

2022 - \$75,000.00

2023 - \$0.00

2024 - \$0.00

RESOLUTION NO. 19-74

A RESOLUTION APPROVING TRAVEL EXPENSES FOR C.H. JOHNSON  
CONSULTING FOR THE CONVENTION CENTER STUDY.

---

WHEREAS, the original proposal from C.H. Johnson Consulting included travel expenses in amount of \$2,500.00; and

WHEREAS, after discussions with the C.H. Johnson Consulting the City Administrator believed it would be beneficial for the consultants to make an extra site visit; and

WHEREAS, as a result the final travel expenses for the Convention Center Study project totaled \$3,525.74;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that:

Section 1. The attached invoice from C.H. Johnson Consulting in the amount of \$3,525.74 is approved for payment.

---

Mayor Ron Counts

ATTEST:

---

City Clerk Tammi Casey

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

C H Johnson Consulting Inc.  
6 East Monroe, 5th Floor  
Chicago, IL 60603  
(312) 444-1031  
accounting@chjc.com

# INVOICE

INVOICE # 5088  
DATE 12/09/2019

TERMS Net 30

**BILL TO**  
City of Arnold  
2101 Jeffco Blvd.  
Arnold, MO 63010

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DESCRIPTION	AMOUNT
Feasibility Study - Conference/Convention Center See Attached for Detailed Expense Report	3,525.74

Thank you. We appreciate your business!

**BALANCE DUE**

**\$3,525.74**

If you wish to wire payment, our wire information is provided below:

Chase Bank Chicago  
Routing number 071000013  
Account number 807069299

Employee Name: Company Card

Project Name: City of Arnold

Cash/ Credit: Credit

Bill to Project

Office/Marketing

Personal

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

DATE	AIRFARE	HOTEL	MEALS	TRAVEL		Auto Rental	MISC/DATA	NOTES	TOTAL
				Tolls/Tax/Int'l	Gas				
9/16/2019	X							American Airlines Flight, 9/16 - CJ	\$ 258.30
9/16/2019	X							American Airlines Flight, 9/16 - RJ	\$ 258.30
9/16/2019						X		National Rental Car, 9/16 - 9/18 - RJ	\$ 213.19
9/16/2019		X						Hilton Garden Inn St. Louis Airport - RJ	\$ 623.82
9/16/2019		X						Hilton Garden Inn St. Louis Airport - CJ	\$ 666.78
9/16/2019			X					Bandana's Bar-B-Q - CJ	\$ 36.59
9/16/2019			X					Bubbles ORD - CJ	\$ 15.35
9/17/2019			X					Sushi Al - CJ	\$ 92.09
9/18/2019			X					Dunkin Donuts - STL - CJ	\$ 6.66
9/18/2019	X							United Flight, 9/19 - CJ	\$ 236.30
9/18/2019	X							United Flight, 9/19 - RJ	\$ 227.00
									\$ 2,634.38

Foreign Currency: \_\_\_\_\_  
 Exchange Rate at Time of Travel \_\_\_\_\_

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

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



[Refunds - Start Over](#)

[Help](#)

# JOHNSON, CHARLES

Thank you for choosing American Airlines, a member of the oneworld® Alliance. We are happy to provide a copy of your ticket receipt.

## Itinerary Information

Origin City	Destination City	Airline	Flight Number	Booking Class	Flight Date	Flight Time	Status	Fare Base
ORD	STL	AA	2629	V	09/16/2019	11:49	USED	V0AIZRN1

## Receipt

<b>Passenger</b> JOHNSON, CHARLES	<b>Ticket #</b> 0012377138925	<b>Fare</b> 226.98 USD	<b>Taxes and Fees</b> 31.32 USD	<b>Ticket Total</b> 258.30 USD
<b>Sale Form of Payment</b> Credit Card, Credit Card	<b>Payment Type</b> VISA, VISA	<b>Number</b> xxxxxxxxxxxx9565, xxxxxxxxxxxx5 02		

[Print](#)



Refunds - Start Over

Help

JOHNSON, WILLIAM

Thank you for choosing American Airlines, a member of the oneworld® Alliance. We are happy to provide a copy of your ticket receipt.

### Itinerary Information

Origin City	Destination City	Airline	Flight Number	Booking Class	Flight Date	Flight Time	Status	Fare Base
ORD	STL	AA	2629	V	09/16/2019	11:49	USED	V0AIZRN1

### Receipt

<b>Passenger</b> JOHNSON, WILLIAM	<b>Ticket #</b> 0012377143986	<b>Fare</b> 226.98 USD	<b>Taxes and Fees</b> 31.32 USD	<b>Ticket Total</b> 258.30 USD
<b>Sale Form of Payment</b> Credit Card, Credit Card	<b>Payment Type</b> VISA, VISA	<b>Number</b> xxxxxxxxxxxx9565, xxxxxxxxxxxx02		

Print



Rental Agreement # 645820964

Invoice # 91137523

**Renter Information**

**Renter Name**

WILLIAM JOHNSON

**Renter Address**

HIGHLAND PARK, IL 60035  
USA

**Contract**

EMERALD CLUB MEMBERS

**Vehicle Information**

PATHFINDER S 4DR FRONT-WHEEL  
DRIVE

License #: AK20693

State/Province: IL

Unit #: 7SJ8K3

Vehicle #: KC643362

**Vehicle Class Driven**

STANDARD SUV 2WD SUV -  
STANDARD 2WD

**Vehicle Class Charged**

Intermediate Car 2 or 4-Door/  
Automatic/Air

**Odometer Mileage/Kilometers**

Starting: 6,635    Ending: 6,798

Total: 163

**Trip Information**

**Pickup**

Monday, September 16,  
2019    1:27 PM

ST LOUIS INTL ARPT (STL)  
10124 NATURAL BRIDGE RD  
SAINT LOUIS, MO 63134-3318  
USA

**Return**

Wednesday, September  
18, 2019    10:31 AM

ST LOUIS INTL ARPT (STL)  
10124 NATURAL BRIDGE RD  
SAINT LOUIS, MO 63134-3318  
USA

**Bill-To: EMERALD CLUB MEMBERS**

**Subtotal**

**Renter Charges**

<b>Rental Rate</b>	Time & Distance 2 Day at \$71.00 / Day	\$142.00
<b>Add-Ons</b>	Refueling Charge (\$3.62 / Gallon)	\$36.18
<b>Taxes and Fees</b>	Veh License Fee Rec (\$1.75 / Day)	\$3.50
	Concession Recoup Fee 11.11 Pct (11.11%)	\$16.17
	Sales Tax (9.49%)	\$15.34

**Total** **\$213.19**

(Subject to audit)

Amount charged on September 18, 2019 to AMERICAN  
EXPRESS (2006) **(\$213.19)**

**Amount Due** **\$0.00**

Thank you for renting  
with National Car Rental

We appreciate your business!

This email was automatically generated  
from an unattended mailbox, so please  
do not reply to this e-mail.

If you have any questions about your  
rental, please view our Frequently





HILTON GARDEN INN ST. LOUIS AIRPORT  
 4450 EVANS PLACE  
 ST. LOUIS, MO 63134  
 United States of America  
 TELEPHONE 314-521-6444 • FAX 314-521-6445  
 Reservations  
 www.hilton.com or 1 800 HILTONS

JOHNSON, WILLIAM  
 6 EAST.MONROE 5TH FLOOR  
 CHICAGO IL 60603  
 UNITED STATES OF AMERICA

Room No: 212/K1RZU1  
 Arrival Date: 9/16/2019 2:12:00 PM  
 Departure Date: 9/18/2019 1:43:00 PM  
 Adult/Child: 1/0  
 Cashier ID: CJETER2  
 Room Rate: 261.66  
 AL:  
 HH # 813823537 SILVER  
 VAT #  
 Folio No/Che 371147 A

Confirmation Number: 3138560009

HILTON GARDEN INN ST. LOUIS AIRPORT 9/18/2019 1:42:00 PM

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDIT	BALANCE
9/16/2019	INTERNET ACCESS	LINTR	1377566	\$4.95		
9/16/2019	GUEST ROOM	BYRON ORT	1377708	\$261.66		
9/16/2019	RM - TOURISM TAX	BYRON ORT	1377708	\$18.97		
9/16/2019	RM - CITY TAX	BYRON ORT	1377708	\$0.85		
9/16/2019	RM - STATE TAX	BYRON ORT	1377708	\$25.48		
9/17/2019	INTERNET ACCESS	LINTR	1378063	\$4.95		
9/17/2019	GUEST ROOM	BYRON ORT	1378143	\$261.66		
9/17/2019	RM - TOURISM TAX	BYRON ORT	1378143	\$18.97		
9/17/2019	RM - CITY TAX	BYRON ORT	1378143	\$0.85		
9/17/2019	RM - STATE TAX	BYRON ORT	1378143	\$25.48		
9/18/2019	MC *5128	CJETER2	1378423		(\$623.82)	
					<b>**BALANCE**</b>	<b>\$0.00</b>

EXPENSE REPORT SUMMARY

	9/16/2019	9/17/2019	STAY TOTAL
ROOM AND TAX	\$306.96	\$306.96	\$613.92
SHOPS	\$4.95	\$4.95	\$9.90
DAILY TOTAL	\$311.91	\$311.91	\$623.82

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 5,700 hotels and resorts in 113 countries, please visit Honors.com

CREDIT CARD DETAIL

APPR CODE	101828	MERCHANT ID	486202817996
CARD NUMBER	MC *5128	EXP DATE	12/22
TRANSACTION ID	1378423	TRANS TYPE	Sale



HILTON GARDEN INN ST. LOUIS AIRPORT  
 4450 EVANS PLACE  
 ST. LOUIS, MO 63134  
 United States of America  
 TELEPHONE 314-521-6444 • FAX 314-521-6445  
 Reservations  
 www.hilton.com or 1 800 HILTONS

JOHNSON, CHARLES  
 6 E MONROE ST  
 APT 500  
 CHICAGO IL 60603  
 UNITED STATES OF AMERICA

Room No: 210/K1RZU1  
 Arrival Date: 9/16/2019 2:11:00 PM  
 Departure Date: 9/18/2019 1:42:00 PM  
 Adult/Child: 1/0  
 Cashier ID: CJETER2  
 Room Rate: 261.66  
 AL:  
 HH # 210249686 GOLD  
 VAT #  
 Folio No/Che 371142 A

Confirmation Number: 3140501707

HILTON GARDEN INN ST. LOUIS AIRPORT 9/18/2019 1:42:00 PM

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDIT	BALANCE
9/16/2019	INTERNET ACCESS	LINTR	1377553	\$4.95		
9/16/2019	*GT AMERICAN GRILL	LINTR	1377604	\$24.85		
9/16/2019	GUEST ROOM	BYRON ORT	1377706	\$261.66		
9/16/2019	RM - TOURISM TAX	BYRON ORT	1377706	\$18.97		
9/16/2019	RM - CITY TAX	BYRON ORT	1377706	\$0.85		
9/16/2019	RM - STATE TAX	BYRON ORT	1377706	\$25.48		
9/17/2019	INTERNET ACCESS	LINTR	1377989	\$4.95		
9/17/2019	*PANTRY	A0199856	1378070	\$3.00		
9/17/2019	GUEST ROOM	BYRON ORT	1378141	\$261.66		
9/17/2019	RM - TOURISM TAX	BYRON ORT	1378141	\$18.97		
9/17/2019	RM - CITY TAX	BYRON ORT	1378141	\$0.85		
9/17/2019	RM - STATE TAX	BYRON ORT	1378141	\$25.48		
9/18/2019	*GT AMERICAN GRILL	LINTR	1378400	\$15.11		

JOHNSON, CHARLES  
 6 E MONROE ST  
 APT 500  
 CHICAGO IL 60603  
 UNITED STATES OF AMERICA

Room No: 210/K1RZU1  
 Arrival Date: 9/16/2019 2:11:00 PM  
 Departure Date: 9/18/2019 1:42:00 PM  
 Adult/Child: 1/0  
 Cashier ID: CJETER2  
 Room Rate: 261.66  
 AL:  
 HH # 210249686 GOLD  
 VAT #  
 Folio No/Che 371142 A

Confirmation Number: 3140501707

HILTON GARDEN INN ST. LOUIS AIRPORT 9/18/2019 1:42:00 PM

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDIT	BALANCE
9/18/2019	VS *8243	CJETER2	1378421		(\$666.78)	
**BALANCE**						\$0.00

EXPENSE REPORT SUMMARY

	9/16/2019	9/17/2019	9/18/2019	STAY TOTAL
ROOM AND TAX	\$306.96	\$306.96	\$0.00	\$613.92
SHOPS	\$4.95	\$7.95	\$0.00	\$12.90
FOOD AND BEVERAGE	\$24.85	\$0.00	\$15.11	\$39.96
DAILY TOTAL	\$336.76	\$314.91	\$15.11	\$666.78

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 5,700 hotels and resorts in 113 countries, please visit [Honors.com](http://Honors.com)

CREDIT CARD DETAIL

APPR CODE	044214	MERCHANT ID	486202817996
CARD NUMBER	VS *8243	EXP DATE	08/21
TRANSACTION ID	1378421	TRANS TYPE	Sale

*Arnold*

BANDANA'S BAR-B-Q  
10800 Pear Tree Ln. 2  
St. Ann, MO 63074  
(314) 426-9955

Server: Frank  
11:40 PM  
Table 78/1

DOB: 09/16/2019  
09/16/2019  
3/30033

SALE

TSA  
Card XXXXXXXXXXXX0243  
Magnetic card present: JOHNSON CHARLES H  
Card Entry Method: 5

Amount: 034814

Amount: \$30.59

+ Tip: 6.00

= Total: 36.59

I agree to pay the above  
total amount according to the  
card issuer agreement

Guest Copy

*Arnold*

BUBBLES  
CHICAGO INTERNATIONAL AIRPORT

Merchant ID :  
Terminal ID : 335980  
Check No : 7400  
Table No : 4/1  
Server : 5970 Alfredo  
Name on Card: JOHNSON/CHARLES H  
Acct Num : XXXXXXXXXXXX8243  
Expiry Date : \*\*/\*\*  
Card Type : VISA  
Trans Type : AUTHORIZE  
Trans Date : 9/16/2019  
Trans Time : 11:00 AM  
Entry Mode : Chip  
Auth Code : 060012  
Resp Code : 00  
Mode : Issuer  
App Label : VISA DEBIT  
AID : A0000000031010  
ARC : 00  
TVR : 8000008000  
TSI : 6800  
IAD : 06010A03602000

00 APPROVED - THANK YOU 000

SUBTOTAL : USD\$ 13.38

Gratu: 2.00

Total : 15.38

X Ch Signature

I Agree to pay total amount as  
per the Card Issuer Agreement.  
CUSTOMER COPY

*Arnold*

SUSHI AI  
4 N CENTRAL AVE  
SAINT LOUIS MO 63105  
314-727-1168

Terminal ID: \*\*\*\*\*759 \*\*\*3  
9/17/19 1:05 PM

SERVER #: 8  
DEBIT MASTERCARD - INSERT  
AID: A0000000041010  
ACCT #: \*\*\*\*\*3449

CREDIT SALE  
UID: 926019328042 REF #: 8955  
BATCH #: 188 AUTH #: 190555  
AMOUNT \$79.09

TIP \$ \_\_\_\_\_  
TOTAL \$ 92.00

APPROVED

ARQC - B9F1B8CA927397D0  
CUSTOMER COPY

*Arnold*

DUNKIN DONUTS MAIN  
10701 LAMBERT INTERNATIONAL BLVD  
SAINT LOUIS MO 63145  
314-209-9200

Terminal ID: \*\*\*\*\*995 \*\*\*2  
9/17/19 10:53 AM

DEBIT MASTERCARD - INSERT  
AID: A0000000041010  
ACCT #: \*\*\*\*\*3449

CREDIT SALE  
UID: 926130217097 REF #: 6129  
BATCH #: 090 AUTH #: 115239  
AMOUNT \$6.66

APPROVED

ARQC - A761DC033188E047  
CUSTOMER COPY

# Receipt for confirmation number NTJ93X



A STAR ALLIANCE MEMBER

Confirmation: **NTJ93X**

Issue Date: September 17, 2019

<b>Traveler</b> JOHNSON/CHARLESHARMONY	<b>eTicket Number</b> 0162473073094	<b>Frequent Flyer</b> UA-XXXXX505 Premier 1K / *G	<b>Seats</b> 3D
---	--	--	--------------------

**FLIGHT INFORMATION**

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Wed, 18SEP19	UA4724	Q	ST. LOUIS, MO (STL) 11:54 AM	CHICAGO, IL (ORD - O'HARE) 1:20 PM	ERJ-145	

Flight operated by TRANS STATES AIRLINES doing business as UNITED EXPRESS.

**FARE INFORMATION**

**Fare Breakdown**

Airfare:	206.51USD
U.S. Transportation Tax:	15.49
September 11th Security Fee:	5.6
U.S. Flight Segment Tax:	4.2
Per Person Total:	236.30USD

**Form of Payment:**  
MISC DOCUMENT

**eTicket Total: 236.30USD**

The airfare you paid on this itinerary totals: 206.51 USD

**The taxes, fees, and surcharges paid total: 25.29 USD**

Fare Rules:

Additional charges may apply for changes in addition to any fare rules listed.

**Baggage allowance and charges for this itinerary.**

**Baggage fees are per traveler**

Origin and destination for checked baggage	1 <sup>st</sup> bag	2 <sup>nd</sup> bag	Max wt / dim per piece
9/18/2019 St. Louis, MO (STL) to Chicago, IL (ORD - O'Hare)	0.00 USD	0.00 USD	70.0lbs (32.0kg) - 62.0in (157.0cm)

Baggage check-in must occur with United or United Express, and you must have valid MileagePlus Premier® 1K® membership at time of check-in to qualify for waiver of service charges for up to three checked bags (within specified size and weight limits).

**MileagePlus Accrual Details**

JOHNSON/CHARLESHARMONY						
Date	Flight	From/To	Award Miles	PQM	PQS	PQD
2019-09-18	4724	St. Louis, MO (STL)-Chicago, IL (ORD - O'Hare)	2277	500	1	207
Charlesharmony's MileagePlus Accrual totals:				Award Miles	PQM	PQS PQD
				2277	500	1 207

**Important Information about MileagePlus Earning**

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, the traveler's frequent flyer status and the itinerary selected. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program
- Once travel has started, accruals will no longer display. You can view your MileagePlus account for posted accrual

# Receipt for confirmation number NTE0LK



A STAR ALLIANCE MEMBER

Confirmation: **NTE0LK**

Issue Date: September 10, 2019

<b>Traveler</b> JOHNSON/WILLIAMRYAN	<b>eTicket Number</b> 0162471926934	<b>Frequent Flyer</b> UA-XXXXX833 Premier 1K / *G	<b>Seats</b> 8B/3A
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**FLIGHT INFORMATION**

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Wed, 18SEP19	UA3817	T	ST. LOUIS, MO (STL) <b>8:30 AM</b>	WASHINGTON, DC (IAD - DULLES) <b>11:40 AM</b>	CRJ-200	
Flight operated by AIR WISCONSIN AIRLINES doing business as UNITED EXPRESS.						
Wed, 18SEP19	UA2338	PZ	WASHINGTON, DC (IAD - DULLES) <b>12:45 PM</b>	HARTFORD, CT (BDL) <b>2:05 PM</b>	A-320	

**FARE INFORMATION****Fare Breakdown**

Airfare:	189.77USD
U.S. Transportation Tax:	14.23
September 11th Security Fee:	5.6
U.S. Flight Segment Tax:	8.4
U.S. Passenger Facility Charge:	9
Per Person Total:	227.00USD

**Form of Payment:**

VISA  
Last Four Digits 9565

**eTicket Total: 227.00USD**

The airfare you paid on this itinerary totals: 189.77 USD

**The taxes, fees, and surcharges paid total: 37.23 USD****Fare Rules:**

Additional charges may apply for changes in addition to any fare rules listed.

NONREF/OVALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

**Baggage allowance and charges for this itinerary.****Baggage fees are per traveler**

Origin and destination for checked baggage	1 <sup>st</sup> bag	2 <sup>nd</sup> bag	Max wt / dim per piece
9/18/2019 St. Louis, MO (STL) to Hartford, CT (BDL)	0.00 USD	0.00 USD	70.0lbs (32.0kg) - 62.0in (157.0cm)

Baggage check-in must occur with United or United Express, and you must have valid MileagePlus Premier® 1K® membership at time of check-in to qualify for waiver of service charges for up to three checked bags (within specified size and weight limits).

**MileagePlus Accrual Details**

JOHNSON/WILLIAMRYAN

Date	Flight	From/To	Award Miles	PQM	PQS	PQD
2019-09-18	3817	St. Louis, MO (STL)-Washington, DC (IAD - Dulles)	1430	696	1	130
2019-09-18	2338	Washington, DC (IAD - Dulles)-Hartford, CT (BDL)	671	500	1	61
Williamryan's MileagePlus Accrual totals:			2101	1196	2	191

**Important Information about MileagePlus Earning**



# Receipt for confirmation number HWLCTS



A STAR ALLIANCE MEMBER

Confirmation: **HWLCTS**

Issue Date: November 05, 2019

<b>Traveler</b> JOHNSON/CHARLESHARMONY	<b>eTicket Number</b> 0162480758456	<b>Frequent Flyer</b> UA-XXXXX505 Premier 1K / *G	<b>Seats</b> ---
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**FLIGHT INFORMATION**

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Thu, 14NOV19	UA1412	Y	DENVER, CO (DEN) 1:25 PM	ST. LOUIS, MO (STL) 4:20 PM	737-800	Purchase

**FARE INFORMATION****Fare Breakdown**

Airfare:	216.74USD
U.S. Transportation Tax:	16.26
U.S. Flight Segment Tax:	4.2
September 11th Security Fee:	5.6
U.S. Passenger Facility Charge:	4.5
Per Person Total:	247.30USD

**Form of Payment:**

MASTERCARD  
Last Four Digits 5128

**eTicket Total: 247.30USD**

The airfare you paid on this itinerary totals: 216.74 USD

**The taxes, fees, and surcharges paid total: 30.56 USD****Fare Rules:**

Additional charges may apply for changes in addition to any fare rules listed.

NONREF/OVALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

**Baggage allowance and charges for this itinerary.****Baggage fees are per traveler**

Origin and destination for checked baggage	1 <sup>st</sup> bag	2 <sup>nd</sup> bag	Max wt / dim per piece
11/14/2019 Denver, CO (DEN) to St. Louis, MO (STL)	0.00 USD	0.00 USD	70.0lbs (32.0kg) - 62.0in (157.0cm)

Baggage check-in must occur with United or United Express, and you must have valid MileagePlus Premier® 1K® membership at time of check-in to qualify for waiver of service charges for up to three checked bags (within specified size and weight limits).

**MileagePlus Accrual Details**

JOHNSON/CHARLESHARMONY

Date	Flight	From/To	Award Miles	PQM	PQS	PQD
2019-11-14	5679	Denver, CO (DEN)-St. Louis, MO (STL)	2387	770	1	217
Charlesharmony's MileagePlus Accrual totals:			2387	770	1	217

**Important Information about MileagePlus Earning**

- \* Accruals vary based on the terms and conditions of the traveler's frequent flyer program, the traveler's frequent flyer status and the itinerary selected. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program





Rental Agreement # 646621141

Invoice # 91427288

### Renter Information

**Renter Name**

CHARLES H JOHNSON

**Renter Address**

CHICAGO, IL 60603  
USA

**Contract**

EMERALD CLUB MEMBERS

### Vehicle Information

**4DR SEDAN**

License #: JD9K5P

State/Province: MO

Unit #: 7SDDVQ

Vehicle #: KC227074

**Vehicle Class Driven**

Full Size Car 4-Door/Automatic/Air

**Vehicle Class Charged**

Intermediate Car 2 or 4-Door/  
Automatic/Air

**Odometer Mileage/Kilometers**

Starting: 14,190 Ending: 14,261

Total: 71

### Trip Information

**Pickup**

Thursday, November 14,  
2019 4:50 PM

ST LOUIS INTL ARPT (STL)  
10124 NATURAL BRIDGE RD  
SAINT LOUIS, MO 63134-3318  
USA

**Return**

Friday, November 15,  
2019 6:39 AM

ST LOUIS INTL ARPT (STL)  
10124 NATURAL BRIDGE RD  
SAINT LOUIS, MO 63134-3318  
USA

### Renter Charges

<b>Rental Rate</b>	Time & Distance 1 Day at \$71.00 / Day	\$71.00
<b>Coverages</b>	Slp (\$15.55 / Day)	\$15.55
	Pal/pec (\$6.00 / Day)	\$6.00
<b>Add-Ons</b>	Refueling Charge (\$3.35 / Gallon)	\$6.70
<b>Taxes and Fees</b>	Concession Recoup Fee 11.11 Pct (11.11%)	\$10.48
	Veh License Fee Rec (\$1.75 / Day)	\$1.75
	Sales Tax (9.49%)	\$7.90
<b>Total</b>		<b>\$119.38</b>
(Subject to audit)		
Amount charged on November 15, 2019 to VISA (8243)		(\$119.38)
<b>Amount Due</b>		<b>\$0.00</b>

Thank you for renting  
with National Car Rental

**We appreciate your business!**

This email was automatically generated  
from an unattended mailbox, so please  
do not reply to this e-mail.

If you have any questions about your  
rental, please view our Frequently  
Asked Questions or send us a secured  
message by visiting our [Support Center](#)



MARRIOTT

ST LOUIS AIRPORT MARRIOTT

GUEST FOLIO

3209	JOHNSON/CHARLES	186.00	11/15/19		DUPLICATE 10:01	36148
ROOM	NAME	RATE	DEPART	TIME		ACCT#
NCK	6 E MONROE ST APT 50		11/14/19			
TYPE	CHICAGO IL		ARRIVE	TIME		
	606032741					
ROOM		MCXXXXXXXXXXXX3449				MB#: 077983252
CLERK	ADDRESS	PAYMENT				

DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE
11/14	INTERNET	FREEHSIA		
			.00	
11/14	PARKING	#3614807	15.00	
11/14	BAR	49033209	41.68	
11/14	ROOM	3209, 1	186.00	
11/14	ROOMTAX	3209, 1	35.97	
11/15	CCARD-MC			
	MCXXXXXXXXXXXX3449		278.65	
				.00



MARRIOTT

ST LOUIS AIRPORT MARRIOTT  
 I-70 AT LAMBERT FIEL  
 ST LOUIS MO 63134

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This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X

Arnold

Dunkin Donuts - Baskin Robbins  
St. Louis Lambert Airport  
Terminal 1--A concourse  
PC # 348648

611 BEATRICE

-----  
Check: 2893                      Guests: 1  
          11/15/2019 07:18AM  
-----

**Here**

1	Add Turbo	1.99
2	Single Donut	2.40
	Mastercard	4.73
	Sub-Total	4.39
	Tax	0.34
	Payment	4.73
	<b>Change Due</b>	<b>\$0.00</b>

----- Check Closed -----  
          11/15/2019 07:19:22AM

-----  
Any comments or concerns,  
please email [wecare@ohmgroup.com](mailto:wecare@ohmgroup.com)  
-----

**Order Number 2893**

# Receipt for confirmation number MY604B



A STAR ALLIANCE MEMBER

Confirmation: **MY604B**

Issue Date: November 08, 2019

<b>Traveler</b> JOHNSON/CHARLESHARMONY	<b>eTicket Number</b> 0162481189983	<b>Frequent Flyer</b> UA-XXXXX505 Premier 1K / *G	<b>Seats</b> 18A
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**FLIGHT INFORMATION**

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Fri, 15NOV19	UA4581	Q	ST. LOUIS, MO (STL) 7:45 AM	CHICAGO, IL (ORD - O'HARE) 9:08 AM	CRJ-700	

Flight operated by GOJET AIRLINES doing business as UNITED EXPRESS.

**FARE INFORMATION**

**Fare Breakdown**

Airfare:	211.16USD
U.S. Transportation Tax:	15.84
U.S. Flight Segment Tax:	4.2
September 11th Security Fee:	5.6
U.S. Passenger Facility Charge:	4.5
Per Person Total:	241.30USD

**Form of Payment:**

VISA  
Last Four Digits 9565

**eTicket Total: 241.30USD**

The airfare you paid on this itinerary totals: 211.16 USD

**The taxes, fees, and surcharges paid total: 30.14 USD**

**Fare Rules:**

Additional charges may apply for changes in addition to any fare rules listed.

NONREF/OVALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

**Baggage allowance and charges for this itinerary.**

**Baggage fees are per traveler**

Origin and destination for checked baggage	1 <sup>st</sup> bag	2 <sup>nd</sup> bag	Max wt / dim per piece
11/15/2019 St. Louis, MO (STL) to Chicago, IL (ORD - O'Hare)	0.00 USD	0.00 USD	70.0lbs (32.0kg) - 62.0in (157.0cm)

Baggage check-in must occur with United or United Express, and you must have valid MileagePlus Premier® 1K® membership at time of check-in to qualify for waiver of service charges for up to three checked bags (within specified size and weight limits).

**MileagePlus Accrual Details**

JOHNSON/CHARLESHARMONY					
Date	Flight	From/To	Award Miles	PQM	PQS PQD
2019-11-15	4581	St. Louis, MO (STL)-Chicago, IL (ORD - O'Hare)	2332	500	1 212
Charlesharmony's MileagePlus Accrual totals:			Award Miles	PQM	PQS PQD
			2332	500	1 212

**Important Information about MileagePlus Earning**

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, the traveler's frequent flyer status and the itinerary selected. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program