

## City of Arnold, Missouri

**City Council  
Regular Meeting**

**March 18, 2021  
7:00 P.M.**

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**Zoom Link – Internet Audio/Video:**

<https://us02web.zoom.us/j/88233609029?pwd=U2R4c1pobm8yZDlyRFhBOXlwcW9GUT09>

**Dial-in Number: 1-312-626-6799 Meeting ID: 882 3360 9029 Passcode: 697746**

### **Public Hearing**

1. PC-2021-05 Application to Rezone a Parcel of Land on Old LeMay Ferry Across from Blossom Lane from R-3 Residential District to C-2 Commercial District.

### **Regular Meeting**

#### **Agenda**

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda:
  - A. Regular Council Meeting Minutes **March 4, 2021**
  - B. General Warrant **#5782** in the Amount of **\$918,105.34**
5. Ordinances:
  - A. **Bill #2779** – An Ordinance Rezoning a Tract of Land Identified as Orchard Point Plat 1, Outlot A of Land Located in U.S. Survey 2991, Section 31, Township 43, Range 6, City of Arnold, Jefferson County, Missouri from “R-3” Residential District to “C-2” Commercial District.
  - B. **Bill #2780** – An Ordinance Amending Chapter 605 Business Regulations by Establishing Business Licensing Requirements for the Sale of Fireworks at Fireworks Stands.

C. **Bill #2781** – An Ordinance Providing for the Repeal of Article XIV (Fireworks) of Chapter 215 (Offenses) of the Arnold Code of Ordinances and Enacting in Lieu Thereof a New Article XIV (Fireworks) on the Same Subject with Certain Modifications as Hereinafter Set Forth, and Establishing Penalties for the Violation Thereof.

6. Resolutions:

A. **Resolution 21-11:** A Resolution Authorizing the Mayor to Enter Into an Agreement with Action Landscaping for Code Enforcement Grass Cutting Services for 2021-2022 Season.

B. **Resolution 21-12:** A Resolution Authorizing the Mayor to Enter Into and Agreement with Crown Lift Trucks Incorporated of St. Louis, Missouri, for the Acquisition of a Thirty-Six Volt, Battery Powered, Standup, Counterbalance Fork Lift.

7. Motions:

8. Reports from Mayor and Council:

9. Administrative Reports:

10. Adjournment:

Mayor Ron Counts called the meeting to order at 7:51 p.m.

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

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

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

Mayor Counts introduced Jeff Trentmann with Hochschild, Bloom & Company who, via Zoom, provided council with an overview of the 2020 year-end audit report.

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

David Florek, 2273 Grace Drive – Spoke regarding the CUP for Westbrook Academy Daycare and Preschool, which is on tonight’s agenda. He urged council to verify that all plans have been thoroughly reviewed and tightly adhered to before approving the conditional use permit, as he has concerns.

Joe Bryson, 2218 Old Lemay Ferry – Informed council that he has been maintaining the vacant building and lot for which Westbrook Academy is applying for a CUP. He would like to see someone use the property so that it no longer remains vacant because vacant properties aren’t good for anyone.

Tammy Florek, 2273 Grace Drive – Informed council that she is speaking on behalf of 18 residents that reside on Morris and Grace Drive. Ms. Florek stated that while they find a preschool acceptable for that location, they believe the traffic generated, as well as parking, will be an issue. They would like to see a separate entrance off Old Lemay Ferry. Ms. Florek also stated that some residents were not able to log into the Public Hearing via Zoom to state their concerns.

Joe Birchbach, 2263 Grace Drive – Stated that he respectfully requests denial of the CUP for Westbrook Academy. He believes the traffic created will be unsafe.

Jennifer Westbrook, Applicant for Westbrook Academy Daycare and Preschool CUP – Stated that there were residents who attended the Public Hearing via Zoom and the notice for the Public Hearing was posted onsite for 15 days. Ms. Westbrook stated they wish to be good neighbors and create a small Christian Daycare for a small number of children. She respectfully requests approval of the CUP and guarantees she will not allow her clientele to be disrespectful of neighbors.

Christine Brady, 2228 Morris – (Via Zoom) stated her biggest concern, and she has attended all previous Zoom meetings regarding Westbrook Academy, is that she does not understand why an entrance on Old Lemay Ferry would be too dangerous.

Tiffany Marler, 1516 Avion Ridge – Came to introduce herself to council. She is with the organization “No More Tears”, an anti-human trafficking agency.

## **CONSENT AGENDA**

- A. REGULAR COUNCIL MEETING MINUTES FEBRUARY 18, 2021**
- B. GENERAL WARRANT NO 5781 IN THE AMOUNT OF \$280,246.39**
- C. PAYROLL WARRANT NO 1363 IN THE AMOUNT OF \$332,841.53**

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

## **ORDINANCES**

**BILL NO 2776 – AN ORDINANCE AMENDING CHAPTER 125, ARTICLE 1, SECTION 060 OF THE CODE OF ORDINANCES RELATING TO THE MUNICIPAL COURT** was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann, (excused); Fulbright, yes; McArthur, yes; Hood, yes; Plunk, yes; Mullins, yes; Cooley, yes; Seidenstricker, yes; 7 Yeas: **Ordinance passed.**

**BILL NO 2777 – AN ORDINANCE APPROVING A RECORD PLAT AMENDMENT FOR “HENLEY WOODS PLAT TWO A”** was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann, (excused); Fulbright, no; McArthur, yes; Hood, no; Plunk, no; Mullins, no; Cooley, no; Seidenstricker, no; 1 Yea, 6 Nays: **Ordinance Failed.**

**BILL NO 2778 – AN ORDINANCE PROVIDING FOR A THREE (3) MONTH EXTENSION OF THE MORATORIUM PROHIBITING THE ISSUANCE OF BUILDING PERMITS FOR, AND THE CONSTRUCTION OF, POLE BUILDINGS, METAL CLAD BUILDINGS, AND BUILDINGS CLAD WITH OTHER CONSTRUCTION MATERIALS INCONSISTENT WITH THAT OF RESIDENTIAL DEVELOPMENT WITHIN THE CITY OF ARNOLD, WHICH ARE INTENDED FOR USE AS RESIDENTIAL DWELLINGS** was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann, (excused); Fulbright, yes; McArthur, yes; Hood, yes; Plunk, yes; Mullins, yes; Cooley, no; Seidenstricker, yes; 6 Yeas, 1 Nay: **Ordinance passed.**

## RESOLUTIONS

### **RESOLUTION NO 21-10 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ARAMARK FOR RENTAL OF UNIFORMS FOR USE BY CITY SERVICE EMPLOYEES**

**Tim Seidenstricker made a motion and so moved to approve Resolution No 21-10.** Seconded by Mark Hood. Roll call vote: Fleischmann, (excused); Fulbright, yes; McArthur, yes; Hood, yes; Plunk, yes; Mullins, yes; Cooley, yes; Seidenstricker, yes; 7 Yeas: **Resolution passed.**

## MOTIONS

### **A. A MOTION TO APPROVE A CONDITIONAL USE PERMIT FOR WESTBROOK ACADEMY DAYCARE/PRESCHOOL AT 2210 MORRIS DRIVE SUBJECT TO THE CONDITIONS STIPULATED BY THE PLANNING COMMISSION**

Sarah Turner informed council that the Planning Commission held a Public Hearing at its February 23, 2021 meeting. During the hearing two members of the public spoke, one for and one against. The Planning Commission is forwarding a recommendation of approval by a vote of 6-0.

Bryan Richison stated that normal procedure would be, if no action is taken it stands approved. Council however, can make a motion to approve or deny, if they so choose. Mr. Richison stated he was also approached by a council member that expressed a desire to table to a Work Session. Mr. Sweeney informed council that this is not normal procedure and does not suggest tabling the motion to a Work Session, as it is outside the council's purview to determine conditions and variables for a CUP, that is what Planning and Zoning, as well as staff, is for. He is concerned with council moving these types of things to a Work Session, as it sets a bad precedent. Discussion followed by council.

**Rodney Mullins, via Zoom, made a motion and so moved to table the motion to approve a conditional use permit for Westbrook Academy Daycare/Preschool to a Work Session.** Seconded by Butch Cooley. Roll call vote: Fleischmann, (excused); Fulbright, no; McArthur, no; Hood, no; Plunk, no; Mullins, yes; Cooley, yes; Seidenstricker, yes; 3 Yeas, 4 Nays: **Motion denied.**

As no further action was taken regarding the motion to approve a CUP for Westbrook Academy Daycare/Preschool, the motion stands approved.

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

**Gary Plunk made a motion and so moved to hold a Closed Session immediately following the City Council meeting. Seconded by Jason Fulbright. Roll call vote: Fleischmann, (excused); Fulbright, yes; McArthur, yes; Hood, yes; Plunk, yes; Mullins, yes; Cooley, yes; Seidenstricker, yes; 7 Yeas: Motion carried.**

**REPORTS FROM MAYOR, COUNCIL AND COMMITTEES**

NONE

**ADMINISTRATIVE REPORTS**

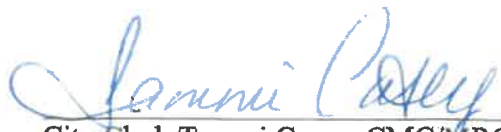
NONE

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

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Closed Session ended at 9:30 p.m.

**A motion to adjourn the meeting was made by Tim Seidenstricker. Seconded by Butch Cooley. Roll call vote: Fleischmann, (excused); Fulbright, yes; McArthur, yes; Hood, yes; Plunk, yes; Mullins, yes; Cooley, yes; Seidenstricker, yes; 7 Yeas: Motion carried.**

Meeting adjourned at 9:31 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 3/4/2021

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO 2776	BILL NO 2777	BILL NO 2778	RESOLUTION NO 21-10
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	<u>RON COUNTS</u>	PRESENT					
<b>COUNCIL:</b>	<u>EJ FLEISCHMANN</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
<b>COUNCIL:</b>	<u>JASON FULBRIGHT</u>	PRESENT	YES	YES	NO	YES	YES
<b>COUNCIL:</b>	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	<u>MARK HOOD</u>	PRESENT	YES	YES	NO	YES	YES
<b>COUNCIL:</b>	<u>GARY PLUNK</u>	PRESENT	YES	YES	NO	YES	YES
<b>COUNCIL:</b>	<u>RODNEY MULLINS</u>	PRESENT VIA ZOOM	YES	YES	NO	YES	YES
<b>COUNCIL:</b>	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	NO	NO	YES
<b>COUNCIL:</b>	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	YES	NO	YES	YES
<b>CITY ADMINISTRATOR</b>	<u>BRYAN RICHISON</u>	PRESENT	<b>PARKS DIR:</b>		DICKIE BROWN		EXCUSED
<b>CITY CLERK</b>	<u>TAMMI CASEY</u>	PRESENT	<b>PUBLIC WORKS:</b>		JUDY WAGNER		PRESENT VIA ZOOM
<b>COM DEV</b>	<u>DAVID BOOKLESS</u>	PRESENT	<b>TREASURER:</b>		DAN KROUPA		EXCUSED
<b>FINANCE DIRECTOR</b>	<u>BILL LEHMANN</u>	PRESENT	<b>POLICE DEPT.</b>		CHIEF SHOCKEY		PRESENT
<b>CITY ATTORNEY</b>	<u>BOB SWEENEY</u>	PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 3/4/2021

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BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: EJ FLEISCHMANN

COUNCIL: JASON FULBRIGHT

COUNCIL: BRIAN MCARTHUR

COUNCIL: MARK HOOD

COUNCIL: GARY PLUNK

COUNCIL: RODNEY MULLINS

COUNCIL: BUTCH COOLEY

COUNCIL: TIM SEIDENSTRICKER

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

MOTION TO TABLE AGENDA ITEM 6A TO A WORK SESSION	MOTION TO HOLD CLOSED SESSION				
EXCUSED	EXCUSED				
NO	YES				
NO	YES				
NO	YES				
NO	YES				
YES	YES				
YES	YES				
YES	YES				
		PARKS DIR:	DICKIE BROWN		
		PUBLIC WORKS:	JUDY WAGNER		
		TREASURER:	DAN KROUPA		
		POLICE DEPT.	CHIEF SHOCKEY		



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

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

**A. PC-2021-06 PAYNE FAMILY HOMES (RECORD PLAT AMENDMENT)**

David Bookless informed council that Payne Family Homes is requesting an amendment to remove a condition on the record plat previously approved that states, *residential home building permits will not be issued until such time that adequate roads be constructed to have adequate safe access, with infrastructure and utilities as required for building permitting on associated lots*". The Planning Commission heard the request and recommended approval contrary to staff's recommendation. Mr. Bookless brought staff forward to inform council of the reasons they do not recommend approval of the request.

Christie Hull-Bettale explained how the permit and platting process works. She stated that it is extremely important for infrastructure to be in place before allowing permits. It is also how the Arnold City Code reads. Randy Noland informed council that the Fire District also prefers that no permits are issued until streets and fire hydrants are in place. No builders should be allowed to dig until infrastructure is in place and approved. These conditions were met for the first phase of Henley Woods Subdivision and they need to be met for Phase 2. It is a matter of public safety.

**PUBLIC COMMENTS**

Gene Fribis – Agreed that regulations are important, but that is why escrows are paid. Payne Family Homes is not asking for occupancy permits for Phase 2, they are only asking that the 4<sup>th</sup> condition be removed, which states that infrastructure must be complete before work can begin on homes in that Phase, so that the builder can start digging basements.

Jay with Payne Family Homes stated that their schedule is moving forward and just because there are no streets does not mean there is no access, as vehicles can get through.

Kim Gosich, via Zoom – Stated she is a future owner in Phase 2 and she has faith that Payne Family Homes will follow through and meet all city requirements. She urges council to approve the record plat amendment.

Tiffany Morrow, 1516 Avion Ridge – Stated if it would only take two to three weeks to complete the infrastructure, the City should require it.

**PUBLIC HEARING**

**March 4, 2021**

**Page 2**

Mayor Counts stated that he wants to make it clear that he is against approving the request as there needs to be infrastructure first. The public needs to be protected as there could be safety risks that would put citizens and the city at risk. The city staff and city attorney are against deviating from our own code of ordinances, as is he and he cannot support it.

Bob Sweeney informed council that the city can experience negative impact when builders don't complete work, this is a safety issue. The developer met this condition in Phase 1 and there is no reason they shouldn't do the same for Phase 2. The City has an obligation to protect its citizens, even prior to occupancy.

**COUNCIL COMMENTS**

Butch Cooley, Ward 4 – Inquired as to the reason Planning and Zoning recommended approval in the first place.


Brian McArthur, Ward 2 – As council liaison to Planning and Zoning, stated that the commission believed the builder was meeting most requirements as most streets and sewers were partially completed and that homes would only be built where infrastructure was complete and only basements would be dug where infrastructure was not complete.

Gary Plunk, Ward 4 – Inquired as to when remaining streets and utilities are scheduled to be installed. Gene Fribis indicated early April.

Mark Hood, Ward 3 – Asked for a list of utilities that staff is waiting on to be installed. Christie Hull-Bettale informed him water, streets, electric and fire hydrants.

Jason Fulbright, Ward 1 – Stated that while council has the authority to approve or deny, it is not a good idea to add conditions at the last minute, as may have previously been suggested.

Public Hearing ended at 7:51 p.m.

  
City Clerk Tammi Casey, CMC/MRC C-S

# CITY OF ARNOLD GENERAL WARRANT

**WARRANT NO: 5782**

**WARRANT DATE: March 18, 2021**

	General Fund	Tourism Fund	Rec Center Fund	Stormwater Fund	Totals
Manual checks	624,893.04	-	4,519.48	1,088.26	630,500.78
System checks	267,555.80	5,000.00	13,035.11	2,013.65	287,604.56
	<u>892,448.84</u>	<u>5,000.00</u>	<u>17,554.59</u>	<u>3,101.91</u>	<u>918,105.34</u>

I certify this warrant has been approved by the Council of the City of Arnold.

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

I certify this warrant has been approved by the Council of the City of Arnold.

Date \_\_\_\_\_ Mayor \_\_\_\_\_

I certify that cash is available from the appropriate fund for payment of this warrant.

Date \_\_\_\_\_ Treasurer \_\_\_\_\_

## Account Coding

### Services:

43110 legal  
43120 engineering  
43130 financial  
43140 medical  
43150 election fees  
43160 park programs  
43170 web site  
43180 municipal judge  
43190 prosecutor  
43220 trash hauling  
43240 data processing  
43250 MSD treatment  
43260 grass mowing services  
43270 temporary personnel  
43280 pool management  
43290 miscellaneous  
43295 street repairs

### Specialties:

43310 utility tax rebates  
43330 trash rebate

### Staff Development:

44110 travel & lodging  
44130 mileage  
44140 seminars  
44150 memberships  
44160 education  
44170 special events

### Supplies:

45010 advertising  
45090 equipment rental  
45105 rec supplies  
45106 bday party supplies  
45110 general operating  
45112 maintenance supplies  
45115 road projects  
45118 stormwater projects  
45120 pool  
45130 concessions  
45131 beer  
45135 merchandise for resale  
45140 detective bureau  
45141 investigative fund  
45145 crime prevention  
45147 DARE expenditures  
45150 uniforms  
45160 janitorial  
45170 K-9 police dog  
45180 jail  
45190 other

### Refund Accounts:

Stormwater	37020
Trash	37010
Street Use	32280
Lock In Deposit	37082
Rabies	32270
Restitution	20140
Special Event	44170

### Office Expenses:

45210 printing  
45220 postage  
45230 copier supplies  
45240 subscriptions  
45250 expendable equip  
45270 microfilm supplies  
45290 office supplies

### Vehicles:

45310 gas & oil  
45320 maintenance

### Telephone:

46110 regular service  
46130 long distance  
46140 cellular  
46145 car cell phones  
46150 pagers

### Utilities:

46210 electric  
46220 gas  
46230 water  
46240 sewer/stormwater

### Maintenance:

46410 buildings  
46420 technical equipment  
46430 office equipment  
46440 fitness equipment

### Tourism Expenses

47510 Arnold Days  
47515 July 4th  
47525 Signage & Advertising  
47530 Radio/Television  
47535 Park Outdoor Concerts  
47540 Rickman Series  
47545 Green Thumb  
47553 Elvis  
47556 Gobble Run  
47562 Marketing & Promotions  
47575 Miscellaneous

### Asset Purchases:

49130 land & buildings  
49132 Greenway Plan  
49140 office equipment  
49150 vehicles  
49160 technical equipment

## Department Numbers

035 TOURISM COMMISSION  
105 GENERAL/ADMIN  
110 MAYOR  
115 Information Technology  
120 COURT  
130 CITY ADMINISTRATOR  
140 TREASURER  
150 FINANCE  
160 CLERK/COLLECTOR  
180 ATTORNEY  
190 ELECTIONS  
191 PLANNING  
210 POLICE  
220 POLICE BOARD  
230 DISPATCH  
240 BUILDING COMMISSION  
250 DRUG FORFEITURE  
310 PUBLIC WORKS  
315 FLEET  
320 HWY & STREET  
330 PARKS/RECREATION  
340 RECREATION CENTER  
410 HEALTH  
420 RABIES  
440 GOLF COURSE  
450 VECTOR  
460 SOLID WASTE  
480 STORMWATER

## Disbursement Accounts

00 - General Fund  
30- POST Fund  
35 - Tourism Fund  
43 - Rec Center Fund  
44 - Golf Course Fund  
48 - Stormwater Fund

SUPERIOR  
 DATE: 03/12/2021  
 TIME: 12:17:55

CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.trans\_dates>20210304 00:00:00.000'  
 ACCOUNTING PERIOD: 7/21

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	96497	03/05/21	A0272	A T & T MOBILITY	420	46140	SERVICE 01/24-02/23	0.00	71.39
10111	96497	03/05/21	A0272	A T & T MOBILITY	450	46140	SERVICE 01/24-02/23	0.00	85.12
10111	96497	03/05/21	A0272	A T & T MOBILITY	240	46140	SERVICE 01/24-02/23	0.00	823.29
TOTAL CHECK								0.00	979.80
10111	96498	03/05/21	A0272	A T & T MOBILITY	115	46140	SERVICE 01/24-02/23	0.00	186.10
10111	96498	03/05/21	A0272	A T & T MOBILITY	110	46140	SERVICE 01/24-02/23	0.00	58.90
10111	96498	03/05/21	A0272	A T & T MOBILITY	210	46140	SERVICE 01/24-02/23	0.00	1,889.82
TOTAL CHECK								0.00	2,134.82
10111	96499	03/05/21	A0272	A T & T MOBILITY	330	46140	SERVICE 01/24-02/23	0.00	369.43
10111	96500	03/05/21	A0272	A T & T MOBILITY	310	46140	SERVICE 01/24-02/23	0.00	339.74
10111	96500	03/05/21	A0272	A T & T MOBILITY	315	46140	SERVICE 01/24-02/23	0.00	92.98
10111	96500	03/05/21	A0272	A T & T MOBILITY	320	46140	SERVICE 01/24-02/23	0.00	495.33
TOTAL CHECK								0.00	928.05
10111	96501	03/05/21	G0055	GERSHENSON CONSTRUC	310	45115	CONSTRUCTION OF MEL	0.00	220,783.80
10111	96504	03/12/21	F0001	FAMILY SUPPORT PAYM	00	20310	CV3034593DR PE 3/5	0.00	225.00
10111	96504	03/12/21	F0001	FAMILY SUPPORT PAYM	00	20310	LSLDR00139 PE 03/0	0.00	250.00
TOTAL CHECK								0.00	475.00
10111	96505	03/12/21	P0014	PUBLIC WATER DISTRI	310	46230	2900ARWNTBRK1/20-2/	0.00	35.04
TOTAL CHECK								0.00	35.03
10111	96506	03/12/21	S0490	STATE DISBURSEMENT	00	20310	CO2666969 PE 3/05	0.00	207.69
10111	210207	03/04/21	A0178	A T & T MISSOURI	115	46110	A07-0699 2/3-3/2	0.00	3,409.98
10111	210207	03/04/21	A0178	A T & T MISSOURI	115	46110	A07-0700 2/3-3/2	0.00	1,200.69
TOTAL CHECK								0.00	4,610.67
10111	210208	02/18/21	A0019	AMERENUE	330	46210	1136 TELPRPH 12/22	0.00	60.78
10111	210209	03/01/21	A0019	AMERENUE	320	46210	TNBRK BRDGE 1/5-2/3	0.00	90.29
10111	210209	03/01/21	A0019	AMERENUE	330	46210	BRDLY BCH 1/5-2/3	0.00	59.93
10111	210209	03/01/21	A0019	AMERENUE	320	46210	DENS MPPNG 1/5-2/3	0.00	17.98
10111	210209	03/01/21	A0019	AMERENUE	320	46210	STREET LITES 01/21	0.00	4,920.01
TOTAL CHECK								0.00	5,088.21
10111	210210	03/02/21	A0019	AMERENUE	320	46210	RCHRDSN SGNL 1/6-2/	0.00	46.93
10111	210211	03/08/21	A0019	AMERENUE	320	46210	BG BILL/OL LMY 1/13-	0.00	41.55
10111	210211	03/08/21	A0019	AMERENUE	330	46210	LKSD RSTRM 1/13-2/1	0.00	16.53
10111	210211	03/08/21	A0019	AMERENUE	330	46210	BRDLY BCH 1/13-2/11	0.00	14.07
10111	210211	03/08/21	A0019	AMERENUE	330	46210	FRM MKT PYLN A 1/13	0.00	11.97
10111	210211	03/08/21	A0019	AMERENUE	330	46210	LKSD 1/13-2/11	0.00	11.70
10111	210211	03/08/21	A0019	AMERENUE	330	46210	FRM MKT PYLN B 1/13	0.00	11.27
10111	210211	03/08/21	A0019	AMERENUE	330	46210	BRDLY BCH B 1/13-2/	0.00	11.27
TOTAL CHECK								0.00	118.36

SUPERIOR  
 DATE: 03/12/2021  
 TIME: 12:17:55

CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2  
 ACTPA21

SELECTION CRITERIA: transact.trans\_date>'20210304 00:00:00.000'  
 ACCOUNTING PERIOD: 7/21

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	210212	03/09/21	A0019	AMERENUE	310	46210	2900 ARN TMBRK 1/14	0.00	235.09
10111	210212	03/09/21	A0019	AMERENUE	320	46210	2912 ARN TMBRK 1/14	0.00	101.95
10111	210212	03/09/21	A0019	AMERENUE	320	46210	2691 ARN TMBRK 1/14	0.00	47.15
10111	210212	03/09/21	A0019	AMERENUE	310	46210	2900 ARN TMBRK 1/14	0.00	45.42
10111	210212	03/09/21	A0019	AMERENUE	310	46210	2912ARNTMBRK/NTN1/1	0.00	1,025.27
10111	210212	03/09/21	A0019	AMERENUE	420	46210	2912ARNTMBRK/NTN1/1	0.00	1,025.27
10111	210212	03/09/21	A0019	AMERENUE	320	46210	2924 ARN TMBRK 1/14	0.00	446.96
TOTAL	CHECK							0.00	2,927.11
10111	210213	02/26/21	E0007	EFTPS	00	20210	FED WITHHLDNG PE 2/1	0.00	32,017.08
10111	210213	02/26/21	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 2/	0.00	46,955.76
TOTAL	CHECK							0.00	78,972.84
10111	210214	03/08/21	E0007	EFTPS	00	20210	FED WITHHLDNG PE 2/2	0.00	950.22
10111	210214	03/08/21	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 2/	0.00	1,239.00
TOTAL	CHECK							0.00	2,189.22
10111	210215	02/26/21	L0008	LAGERS	00	20360	EMPLOYEE CONTRIB 02	0.00	54,060.92
10111	210215	02/26/21	L0008	LAGERS	00	39500	ROUNDING ADJUSTMENT	0.00	0.01
TOTAL	CHECK							0.00	54,060.93
10111	210216	03/01/21	M0027	MIRMA	00	20370	HEALTH INS 03/2021	0.00	137,790.38
10111	210216	03/01/21	M0027	MIRMA	110	42210	COUNTS 03/2021	0.00	48.00
10111	210216	03/01/21	M0027	MIRMA	210	42210	KNUTH 03/2021	0.00	570.87
TOTAL	CHECK							0.00	138,409.25
10111	210217	02/26/21	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 2/	0.00	14,177.00
10111	210217	02/26/21	M0035	MISSOURI DEPARTMENT	150	43290	FILING FEE	0.00	0.50
TOTAL	CHECK							0.00	14,177.50
10111	210218	03/08/21	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 2/	0.00	202.00
10111	210218	03/08/21	M0035	MISSOURI DEPARTMENT	150	43290	FILING FEE	0.00	0.50
TOTAL	CHECK							0.00	202.50
10111	210219	03/02/21	S0636	CHARLES SCHWAB	00	22010	POLICE PENSION 02/2	0.00	80,769.66
10111	210223	02/25/21	V0092	VOYA	00	22030	EMPLOYEE CNTRB PE 2/	0.00	5,564.20
10111	210224	02/26/21	M0021	SPIRE	330	46220	1838 BIG BILL 1/19-	0.00	155.13
10111	210224	02/26/21	M0021	SPIRE	105	46220	2101 JEFFCO 1/19-2/	0.00	1,191.54
TOTAL	CHECK							0.00	1,346.67
10111	210225	02/22/21	M0021	SPIRE	330	46220	2900ARNTMBRK REAR1/	0.00	132.54
10111	210226	03/01/21	M0021	SPIRE	310	46220	2900ARNTMBRK 1/21-	0.00	551.27
10111	210226	03/01/21	M0021	SPIRE	330	46220	2900ARNTMBRKREAR1/2	0.00	280.95
TOTAL	CHECK							0.00	832.22
10111	210227	02/18/21	P0014	PUBLIC WATER DISTRI	105	46230	2101 JEFFCO 12/16-1	0.00	67.26
10111	210227	02/18/21	P0014	PUBLIC WATER DISTRI	420	46230	2912 ARNTMBRK 12/17	0.00	37.44
10111	210227	02/18/21	P0014	PUBLIC WATER DISTRI	330	46230	STRBERRY CRK 12/17-	0.00	19.00
10111	210227	02/18/21	P0014	PUBLIC WATER DISTRI	310	46230	2900 ARNTMBRK 12/17	0.00	19.00

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CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

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FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	210227	02/18/21	P0014	PUBLIC WATER DISTRI	310	46230	2924 ARNTMBRK 12/17	0.00	19.00
10111	210227	02/18/21	P0014	PUBLIC WATER DISTRI	330	46230	1839 OZARK 12/16-1/	0.00	19.00
TOTAL CHECK								0.00	180.70
10111	210228	02/24/21	P0014	PUBLIC WATER DISTRI	330	46230	BRDLY BCH 1/4-2/2	0.00	28.53
10111	210228	02/24/21	P0014	PUBLIC WATER DISTRI	330	46230	FMRS MKT 1/4-2/2	0.00	19.00
TOTAL CHECK								0.00	47.53
TOTAL CASH ACCOUNT								0.00	615,686.48
10131	210220	02/23/21	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBS	0.00	3,827.26
10131	210221	03/05/21	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBS	0.00	3,068.24
10131	210222	03/09/21	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBS	0.00	2,311.06
TOTAL CASH ACCOUNT								0.00	9,206.56
TOTAL FUND								0.00	624,893.04

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 PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0012	00	20356		725262	408.86	ACCIDENT INS 02/21
AFLAC	00	20357		725262	49.80	CANCER INS 02/21
TOTAL CHECK	00	20359		725262	65.04	HOSP INDMTY 02/21
					523.70	
A0424	310	45250		16143KTR4794	51.18	AV ADAPTER, HDMI CBL
AMAZON CAPITAL SERVICES	240	45320		17GKPLR6L7LM	133.04	KEYLESS CAR REMOTE
	210	45250		1GJGYT7D4LFM	51.46	SPLIT KEYBOARD
	115	45250		1JMN9PJUKMY69	59.39	ERGONOMIC KEYBOARD
	115	45250		1PMFNHXUY1G3	82.90	BLUETOOTH DOGNILE
	310	45250		1RY4QXRPLV	93.97	STEP STOOL, KNEELING P
	105	45160		1X44CG46GN9W	141.71	TOILET PAPER
	310	45160		1X44CG46GN9W	141.70	TOILET PAPER
TOTAL CHECK					755.35	
A0404	105	46520		192751121521	1,431.00	FLOOD INSURANCE--POMME
AMERICAN FAMILY MUTUAL INS C					1,431.00	
A0101	330	45150		317323954	27.00	UNIFORMS
AUS ST LOUIS MC LOCKBOX	320	45150		317323955	50.81	UNIFORMS
	420	45150		317323956	7.15	UNIFORMS
	315	45110		317323957	19.38	SHOP TOWELS
	315	45150		317323957	16.06	UNIFORMS
	115	45150		317323958	3.22	UNIFORMS
TOTAL CHECK	310	45150		317323958	6.58	UNIFORMS
					130.20	
A0158	320	45320		126980	277.42	SPREADER HYD MOTOR
ARMOR EQUIPMENT					277.42	
A0035	210	45170		690016	-19.01	RTRN DOG FOOD-YANO
ARNOLD ANIMAL HOSPITAL	420	45110		732412	30.00	EUTHANASIA
	210	45170		732776	84.50	EXAM, MEDS-KHAN
	210	45170		733114	39.90	MEDS-YODA
TOTAL CHECK	420	45110		733176	10.00	CANINE BABIES
					145.39	
A0050	105	46410		26698	280.00	MONTHLY ELEVATOR MAINTENA
AUTHORIZED ELEVATOR INC					280.00	
B0544	310	45320		625	299.85	WINDSHIELD DE ICER
BAKA LLC	310	45320		626	260.50	DIESEL ANTI GEL
TOTAL CHECK					560.35	
B0008	310	45110		188201	121.20	5W20
BAUMAN OIL					121.20	
TOTAL CHECK					121.20	



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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
B0021	320	45110	210037	355330	3,387.24	FY21 ROCK
BUSSEN QUARRIES INC	320	45110	210037	355331	3,907.45	FY21 ROCK
TOTAL CHECK	320	45110	210037	356016	1,493.22	FY21 ROCK
					8,787.91	
C0144	330	45150		21-0514	114.99	BOOTS-ANDERSON
CHUCK'S ACQUISITION COMPANY	320	45150		21-0551	159.99	BOOTS-S MONTGOMERY
TOTAL CHECK	330	45150		21-0563	139.99	BOOTS-M PEIINE
					414.97	
C0493	310	46410	210322	N8134400	950.00	FIRE HYDRANT
CORE & MAIN LP					950.00	
TOTAL CHECK						
G0523	191	43170	210022	113590426-1	395.00	WEBSITE FOR RETAIL SPACE
COSTAR REALTY INFORMATION IN					395.00	
TOTAL CHECK						
D0277	310	46140		030121	22.50	PHONE ALLOWANCE
ROBERT DEGONIA					22.50	
TOTAL CHECK						
D0299	00	20181		030821	128.00	POST CMMSN 02/21
DEPARTMENT OF REVENUE					128.00	
TOTAL CHECK						
D0135	210	45250		1116444	135.00	CAMERA CABLE
DIGITAL ALLY					135.00	
TOTAL CHECK						
E0006	105	44150		202100023/21	1,734.00	FY21 MEMBERSHIP-03/21
ECONOMIC DEVELOPMENT CORP					1,734.00	
TOTAL CHECK						
E0178	240	49150	210065	FBN4160944	1,612.57	LEASE 2020 FORD ESCAPE -
ENTERPRISE FM TRUST	310	49150	210065	FBN4160944	566.54	LEASE 2020 FORD EXPLORER
TOTAL CHECK	330	49150	210065	FBN4160944	485.24	LEASE 2020 FORD F-150 SUP
					2,664.35	
F0029	320	45320		PIPE1955975	141.75	TIP, PIN, RETAINER352
JOHN FABICK TRACTOR CO	320	45320		PIPE1955976	69.12	FUEL CAP 352
TOTAL CHECK	320	45320		PIPE1957018	76.56	ELEMENTS, FILTER-351
					287.43	
F0056	210	45190		CMMS01654155	-25.20	CREDIT FOR RETURNS
FASTENAL	320	45110		MOS1670158	42.45	COVERALLS
TOTAL CHECK					17.25	
G0055	310	45115	210100	7850	162,332.20	CONSTRUCTION OF MELODY LN
GERSHENSON CONSTRUCTION CO.,					162,332.20	
TOTAL CHECK						

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
G0013	105	49130	210306	9827282832	1,095.43	CANTILEVER RACK - PARKS D
MW GRAINGER	210	45190		9832176607	39.53	STOCK 1ST AID KIT
TOTAL CHECK					1,134.96	
H0004	105	46410		W56375	428.42	REPAIR WATER HEATER
HABERBERGER INC					428.42	
TOTAL CHECK					428.42	
H0150	315	45110		16677047	1,766.00	LIQUID/SOLID PICKUP
HERITAGE-CRYSTAL CLEAN LLC					1,766.00	
TOTAL CHECK					1,766.00	
H0350	310	45110		S1423438001	54.23	CONDUIT CAP, CPLGS
HOLT ELECTRICAL SUPPLIES	310	45110		S1425406001	29.29	INTERMATIC PH CONTRL
TOTAL CHECK	105	49130	210325	S1425457001	380.00	LIGHT FIXTURES TO ILLUMIN
					463.52	
H0009	320	45310	210076	969725	411.85	FY21 FUEL
HOME SERVICE OIL CO	320	45310	210076	969726	844.26	FY21 FUEL
TOTAL CHECK	330	45310		969727	267.82	114 GAL DIESEL
				969728	710.97	313 GAL GAS
					2,234.90	
H0095	105	46410		106996	99.50	REPAIR CAMERA 13
HUFFMAN SECURITY					99.50	
TOTAL CHECK					99.50	
H0318	310	45115	210006	8452636B5	12,710.00	CONSTRUCTION ENGINEERING
HURST-ROSCHKE ENGINEERS INC					12,710.00	
TOTAL CHECK					12,710.00	
I0065	210	44150		M21-C669927	50.00	G BROWN MEMBERSHIP
TAPE					50.00	
TOTAL CHECK					50.00	
J0003	420	45320		441869	13.15	INDICATOR ASY - 201
JEFFERSON COUNTY AUTO PARTS	315	45110		915514	12.43	WIRE TERMINAL
	315	45110		915564	4.74	HEAT SHRINK
	320	45320		916145	31.00	FULL BLAST HIGH
	320	45320		916146	31.00	FULL BLAST HIGH
	315	45110		916442	127.08	WIPER BLADES
	210	45320		916503	123.50	CONTOUR BLADES
	315	45110		916556	34.95	32 OZ DIESEL SUP
	240	45320		916718	135.23	COATED ROTOR, CERAMIC
	315	45110		916906	12.13	AIR FILTER
	210	45320		916978	99.08	BATTERY-10
	210	45320		917193	123.62	BATTERY-18
	210	45320		917469	9.95	OIL STABILIZER-9
	210	45320	210311	917533	369.96	ALTERNATOR AND BELT - 10
	320	45320		917546	110.16	TOP OST BATTERY-312
	320	45320		917630	110.16	BATTERY-312
	210	45320		917810	101.88	COIL ASSY, SPRK PLG15
	330	45320		918267	117.48	CLPR ASM, B/LIN KIT
TOTAL CHECK					1,567.50	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
J0008	00	20180		030821	128.00	BTRD PRSNS 02/21
J0185	105	46410	210312	87564252	838.00	TROUBLESHOOT ISSUES FOUND
J0003	320	45320		118770	285.00	WINCH 326 OUT OF SNOW
J0003	210	45320		118894	149.00	TOW 10
J0003	210	45320		118894	434.00	
K0047	320	45110		252509	271.42	GLOVES
K0047	320	45110		252652	220.46	1X6X5 FIBER EXP, SWP
K0047	310	45250		252975	299.95	IMPACT DRILL
K0047	330	45250	210332	254037	792.35	FUBL CABINET
K0047	320	45110		254139	82.61	LATEX GLOVES
K0047	320	45250		254139	79.49	BULL FLOAT HEAD
K0257	105	45230		71724524	1,746.28	
K0257	160	45230		71724524	496.62	COPIER 03/21
K0257	210	45230		71724524	250.45	COPIER 03/21
K0257	240	45230		71724524	346.35	COPIER 03/21
K0257	310	45230		71724524	222.94	COPIER 03/21
K0257	310	45230		71724524	212.55	COPIER 03/21
K0257	410	45230		71724524	110.46	COPIER 03/21
K0257	410	45230		71724524	1,639.37	
L0044	105	45210		209900	1,114.00	ARNOLD UPDATE
L0011	210	45150	210247	516672-02	1,114.00	
L0011	210	45150	210261	517682-03	287.11	UNIFORMS - ESKRIDGE
L0011	210	45150	210261	517779-02	96.88	UNIFORMS FOR NEW HIRES BE
L0011	210	45150	210241	518371-01	208.18	UNIFORMS FOR NEW HIRES BE
L0083	150	45150		19110707	179.97	UNIFORMS-LEASNER
L0083	150	45150		19110707	772.14	
MIDWEST SERIES OF LOCKTON CO					634.00	B LEHMANN BOND
TOTAL CHECK					634.00	

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 ACCTPA51  
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PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
L0118	330	45110		901038-02/21	208.40	ICE MELT
LOWE'S	310	45110		901115-02/21	14.24	BONDO
	310	45110		901147-02/21	15.59	GORILLA GLUE, SINK SN
	330	45110		901177-02/21	14.24	50AMP POWER PLUG
	330	45110		901293-02/21	15.84	BOLTS, BOXES
	330	45250		901293-02/21	16.42	SHOP VAC NOZZLE
	210	45190		901359-02/21	169.55	BOXES-STOP SIGNS
	210	45190		901360-02/21	-14.50	TAX CREDIT
	310	45110		901411-02/21	40.68	RACEMAY, SHARKBITES
	310	45250		901411-02/21	18.98	STEP LADDER
	330	45110		901454-02/21	8.90	QUICKRETE
	310	45110		901600-02/21	28.38	SHELFTRACK
	105	49130		901681-02/21	71.13	4X4X12-SHELVING
	330	45250		901895-02/21	58.11	SPREADER FOR ICE MELT
	310	45110		902018-02/21	118.73	ELECTRIC SUPPLIES
	330	46410		902025-02/21	56.99	EXIT SIGN
	320	45110		902219-02/21	7.59	QUICKRETE
	310	45110		902222-02/21	53.91	GLOVES, CARABINER, INSU
	310	45160		902222-02/21	171.02	VACUUM
	330	45250		902223-02/21	47.49	SIGNAL, ANTENNA
	320	45110		902228-02/21	247.09	PAINT SUPPLIES
						VOID CHECK - CONTINUED
L0118	310	45110		902245-02/21	112.05	SANDPAPER, MASKING PA
LOWE'S	320	45110		902271-02/21	89.28	FIBERBOARD
	310	45250		902385-02/21	242.46	MICROWAVE
	105	46410		902393-02/21	26.60	FITTINGS
	315	45250		902375-02/21	31.53	AIR HOSE
	320	45110		902424-02/21	93.36	SRG PRICTR, GFI, REGIST
	330	45110		902432-02/21	208.40	ICE MELT
	330	45110		902450-02/21	14.38	WD 40
	330	45250		902450-02/21	53.93	BATTERY CHARGER
	310	45250		902452-02/21	28.46	EXT CORD, TRASH CAN
	105	49130		902464-02/21	64.90	HOOKS
	320	45250		902545-02/21	93.26	HAMMER DRILL
	320	45110		902717-02/21	67.63	CAULK, DRYWLL, CMPND
	330	45110		902732-02/21	64.26	PAINT SUPPLIES
	320	45250		902751-02/21	48.09	HOSE HANGER
	330	45110		902780-02/21	39.97	NAILS
	330	45110		902833-02/21	104.20	ICE MELT
	105	49130		902851-02/21	89.34	SHEATHING
	320	45110		902894-02/21	88.72	ASPHALT
	320	45250		902894-02/21	23.78	POCKET KNIFE
	310	45110		902931-02/21	40.86	PAINTER RAGS, RAINSUIT
						VOID CHECK - CONTINUED

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
L0118	105	49130	902954-02/21	180.36	JOIST HNGR, NAILS, 2X4
LOWE'S	315	45250	909102-02/21	68.34	5 GAL DIESEL CAN
	320	45110	910381-02/21	33.27	ASPHALT PATCH
	320	45250	910381-02/21	86.40	HOSERS, NOZZLE
	330	45250	911481-02/21	66.49	SAW BLADE
	320	45110	91385-02/21	88.72	ASPHALT
	320	45250	91385-02/21	8.53	KNIFE
	330	45110	962512-02/21	208.40	ICE MELT
	320	45110	98483-02/21	88.86	STAPLES, WIRE
TOTAL CHECK				3,823.61	
L0068	320	45320	PS0042756	38.08	IGNITION SWITCH-312
LOBBY EQUIPMENT SERVICES				38.08	
TOTAL CHECK					
M0031	00	20150	030821	252.00	CRIME VICTM 02/21
MISSOURI DEPT OF REVENUE				252.00	
TOTAL CHECK					
M0035	210	45320	03032021	39.25	PLATE RENEWAL
MISSOURI DEPT OF REVENUE				39.25	
TOTAL CHECK					
M0035	210	45320	20210303	39.25	PLATE RENEWAL
MISSOURI DEPT OF REVENUE				39.25	
TOTAL CHECK					
M0305	191	45010	744987956	33.75	3/24 PUBLIC HEARING
MISSOURI LAWYERS MEDIA				33.75	
TOTAL CHECK					
M0036	210	44150	2584	100.00	DEROODE MEMBERSHIP
MISSOURI POLICE CHIEF'S ASSO				100.00	
TOTAL CHECK					
M0096	210	44140	030821	275.00	C BEQUETTE-CRASH INVS
MISSOURI STATE HWY PATROL AC				275.00	
TOTAL CHECK					
M0575	210	43290	E3405106388	48.00	DRUG TRMNTOR
MO ATR POLLUTION CONTROL PRO				48.00	
TOTAL CHECK					
N0078	330	46420	4388-529632	287.65	FILTERS
NAPA AUTO PARTS				287.65	
TOTAL CHECK					
O0053	105	45290	546062-0	173.25	BWDR CLIP, SCISSORS, TO
OFFICE SOURCE				80.97	PAPER, LGL PAD, DESK T
TOTAL CHECK				254.22	

SUPERION  
 DATE: 03/12/2021  
 TIME: 12:14:48  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 03/18/2021  
 CITY OF ARNOLD  
 TRANSACTION CRITERIA: transact\_disp\_fund='00',  
 PAGE NUMBER: 7  
 ACCPBA51  
 ACCOUNTING PERIOD: 7/21

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
00005 OZ-ARC EQUIPMENT TOTAL CHECK	315	45110		R300732076	196.96	OXYGEN/ACETYLENE TANKS
P0014 PUBLIC WATER DISTRICT #1 TOTAL CHECK	330	46230		9340-FINAL	19.00	1840 OL LMY FRY FINAL
P0305 PUBLIC WATER SUPPLY DISTRICT TOTAL CHECK	330	46230		03012021	18.69	1136 TELGRPH 2/1-3/1
R0296 REAL MCCOY BODY WORK LLC TOTAL CHECK	210	45320		EE7E85F4	649.60	REPAIRS - 30
R0007 REORDER OF DEEDS TOTAL CHECK	160	43110		030221	48.00	LIEN RELEASE
R0008 REJIS COMMISSION TOTAL CHECK	115	43240		457216	86.25	CITYWALL WIRELESS ISS
R0014 ROYAL PAPERS INC TOTAL CHECK	330	45160		210329	402.88	20GL LINER
S0198 SCOTT'S POWER EQUIPMENT SOUT TOTAL CHECK	330	46420		222426	206.28	FILTERS, OIL, SPRK PL
S0649 SHI INTERNATIONAL CORP TOTAL CHECK	160	45250		210292	563.07	DELL PC
S0613 SNOW PRO PARTS, SALES & SERV TOTAL CHECK	320	45320		210328	569.58	BEARINGS FOR SPREADERS
S0719 SPIRE ENTERPRISES LLC TOTAL CHECK	105	43170		210315	1,155.55	SOCIAL MEDIA, WEBSITE UPD
S0629 ST LUKE'S WORKPLACE HEALTH TOTAL CHECK	210	43140		169206	6,880.00	COVID TESTING
S0720 ST MARK UNITED CHURCH OF CHR TOTAL CHECK	00	20105		02252021	297.60	OVRD PD MUNT SVCS
				022521	255.49	OVERPD MUNT SVCS
					553.09	

SUPERIOR  
 DATE: 03/12/2021  
 TIME: 12:14:48  
 SELECTION CRITERIA: transact\_disp\_fund='00'  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 03/18/2021  
 CITY OF ARNOLD  
 PAGE NUMBER: 8  
 ACCTPA51  
 ACCOUNTING PERIOD: 7/21  
 PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
S0191	00	13003		021621	187.21	LONG TERM 03/21
STANDARD INSURANCE CO	00	13005		021621	145.45	LONG TERM 03/21
	00	20375		021621	561.80	SHORT TERM 03/21
	00	20380		021621	1,604.36	LIFE INS 03/21
	00	20385		021621	906.33	SPPLMNTL LIFE 03/21
	115	42225		021621	80.95	LONG TERM 03/21
	120	42225		021621	29.20	LONG TERM 03/21
	130	42225		021621	106.15	LONG TERM 03/21
	150	42225		021621	162.17	LONG TERM 03/21
	160	42225		021621	72.21	LONG TERM 03/21
	191	42225		021621	140.50	LONG TERM 03/21
	210	42220		021621	27.60	KNUTH/COBB 03/21
	210	42225		021621	2,561.37	LONG TERM 03/21
	230	42225		021621	128.72	LONG TERM 03/21
	240	42225		021621	178.26	LONG TERM 03/21
	310	42225		021621	163.13	LONG TERM 03/21
	315	42225		021621	70.66	LONG TERM 03/21
	330	42225		021621	286.16	LONG TERM 03/21
	330	42225		021621	237.84	LONG TERM 03/21
	410	42225		021621	24.68	LONG TERM 03/21
	420	42225		021621	59.62	LONG TERM 03/21
TOTAL CHECK					7,734.37	
S0191	00	20340		03012021	5,896.08	DENTAL INS 03/21
STANDARD INSURANCE COMPANY	00	20343		03012021	926.76	VISION INS 03/21
TOTAL CHECK					6,822.84	
S0644	110	43290	210027	3227	2,000.00	CONSULTING FOR LEGISLATIV
STRATEGIC CAPITOL CONSULTING					2,000.00	
TOTAL CHECK					2,000.00	
S0248	210	45320		440186	75.70	CYLINDER COVER-15
SUNSET AUTO COMPANY INC	210	45320		440423	15.81	WINDSHIELD HOSE
	210	45320		440588	255.86	BRAKE KIT, ROTOR ASY
	210	45320		442425	272.44	BRAKE KIT, ROTOR ASY
TOTAL CHECK					619.81	
S0450	105	46410		69875	165.00	CLEAN WINDOWS
SUNSHINE WINDOW CLEANING INC					165.00	
TOTAL CHECK					165.00	
S0017	180	43110		030521	10,034.58	SERVICES 02/21
ROBERT K SWENEY, LLC					10,034.58	
TOTAL CHECK					10,034.58	
U0034	105	43290		259798429013	143.00	PSA 02/21
UNITED HEALTHCARE					143.00	
TOTAL CHECK					143.00	
W0303	00	20350		P2094845	750.78	SPPLMNTL INS 02/21
WASHINGTON NATIONAL INSURANC					750.78	
TOTAL CHECK					750.78	

SUPERION  
 DATE: 03/12/2021  
 TIME: 12:14:48  
 TRANSACTION CRITERIA: transact\_disp\_fund='00'

CITY OF ARNOLD  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 03/18/2021

PAGE NUMBER: 9  
 ACCTPA51  
 ACCOUNTING PERIOD: 7/21

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
W0272	00	39500	70499533	-201.31	REBATE 01/21
	210	45310	70499533	8,201.60	GAS 02/21
WEX BANK	210	45320	70499533	30.00	CAR WASH 02/21
	240	45310	70499533	175.14	GAS 02/21
	310	45310	70499533	396.67	GAS 02/21
	320	45310	70499533	1,059.30	GAS 02/21
	320	45320	70499533	10.00	CAR WASH 02/21
	330	45310	70499533	657.17	GAS 02/21
	410	45310	70499533	28.01	GAS 02/21
TOTAL CHECK	420	45310	70499533	65.35	GAS 02/21
				10,421.93	
W0004	210	45320	280802	136.84	REPAIR LEDS
WIRELESSUSA				136.84	
TOTAL CHECK					
Z0001	105	45160	9006016731	298.28	DZ-7, METER MIST
ZEP MANUFACTURING CO				298.28	
TOTAL CHECK					
TOTAL CASHABLE CHECKS				267,555.80	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				267,555.80	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 76					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					



SUPERIOR  
DATE: 03/12/2021  
TIME: 12:17:55

CITY OF ARNOLD  
CHECK REGISTER - BY FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20210304 00:00:00.000'  
ACCOUNTING PERIOD: 7/21

FUND - 35 - TOURISM FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
10111	96164 V	12/17/20	A0105	ARNOLD FOOD PANTRY	035	47562	REIMBRSE FOR MAILER	0.00	-2,900.00	
10111	96502	03/05/21	A0105	ARNOLD FOOD PANTRY	035	47562	REPLACE CK 96164	0.00	2,900.00	
TOTAL CASH ACCOUNT									0.00	0.00
TOTAL FUND									0.00	0.00

SUPERIOR  
 DATE: 03/12/2021  
 TIME: 12:15:27  
 SELECTION CRITERIA: transact\_disp\_fund='35'

CITY OF ARNOLD  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 03/18/2021

PAGE NUMBER: 1  
 ACCTPA51  
 ACCOUNTING PERIOD: 7/21

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
N0146	035	47562	1088	5,000.00	02/20 MMA EVENT
NEMESIS FIGHTING ALLIANCE					
TOTAL CHECK					
TOTAL CASHABLE CHECKS					
TOTAL EFT VOUCHERS					
TOTAL REPORT					
TOTAL NUMBER OF CHECKS TO BE ISSUED - 1					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

SUPERION  
DATE: 03/12/2021  
TIME: 12:17:55

CITY OF ARNOLD  
CHECK REGISTER - BY FUND

PAGE NUMBER: 5  
ACCTPA21

SELECTION CRITERIA: transact: trans\_date>'20210304 00:00:00.000'  
ACCOUNTING PERIOD: 7/21

FUND - 43 - RECREATION CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT	
10111	10285	03/05/21	A0272 A T & T MOBILITY	340	46140	SERVICE 01/24-02/23	0.00	233.00	
10111	210229	03/01/21	M0021 SPIRE	340	46220	1695 MO ST 1/21-2/1	0.00	4,286.48	
TOTAL CASH ACCOUNT								0.00	4,519.48
TOTAL FUND								0.00	4,519.48

SUPERION  
 DATE: 03/12/2021  
 TIME: 12:15:40  
 SELECTION CRITERIA: transact\_disp\_fund='43'  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 03/18/2021  
 CITY OF ARNOLD  
 PAGE NUMBER: 1  
 ACCOUNTING PERIOD: 7/21  
 PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0061 ALL ABOUT GLASS TOTAL CHECK	340	46410	210156	3256	2,250.00	1" THERMOPANE TEMPERED SA
A0050 AUTHORIZED ELEVATOR INC TOTAL CHECK	340	46410	210039	26698	140.00	MONTHLY ELEVATOR MAINTENA
I0075 INDUSTRIAL PROCESS EQUIPMENT TOTAL CHECK	340	46410	210301	53011330-00	4,338.97	REPAIR RECIRCULATION PUMP
K0234 BARB KLEINE TOTAL CHECK	43	20108		030421	677.04	REFUND MEMBERSHIP FEE
K0257 KONICA MINOLTA PREMIER FINAN TOTAL CHECK	340	45230		71724524	207.39	COPIER 03/21
L0118 LOWE'S	340	45112		901472-02/21	3.53	TENSION PINS, NYL INS
	340	45112		902748-02/21	5.40	SPRAY PAINT, BOLTS
	340	46410		902839-02/21	31.36	WELD STL ANGLE, LOCKS
	340	45250		98859-02/21	24.44	WIRE BRUSHES
	340	45250		99317-02/21	66.48	CHAIN HOIST
	340	46410		99317-02/21	21.15	HEAT SHRINK, TWISTER
	340	45112		99358-02/21	19.32	CAULK
	340	45112			171.68	
M0022 MIDWEST POOL MANAGEMENT TOTAL CHECK	340	46410	210068	24591	2,650.00	REPAIR BACKWASH ASSEMBLY
M0109 MILFORD SUPPLY CO., INC. TOTAL CHECK	340	45112		51645992001	39.20	8" CLEVIS HANGER
M0305 MISSOURI LAWYERS MEDIA TOTAL CHECK	340	46410		744981723	34.30	AD-BATTERY BACKUP SYS
P0302 PETERS-ETCHER MECHANICAL TOTAL CHECK	340	46410	210242	21-1004	580.00	TROUBLESHOOT BOILER #2
R0309 RAMAIR INC TOTAL CHECK	340	46410	210288	228506	370.40	ESTIMATED SHIPPING/HANDLI
R0008 REJIS COMMISSION TOTAL CHECK	340	43290		457216	67.50	ASA TO SONICWALL
					67.50	

SUPERIOR  
 DATE: 03/12/2021  
 TIME: 12:15:40  
 CASH REQUIREMENTS -- CHECK FORMAT -- DUE DATE: 03/16/2021  
 SELECTION CRITERIA: transact\_disp\_fund='43'  
 CITY OF ARNOLD  
 PAGE NUMBER: 2  
 ACCPPA51  
 ACCOUNTING PERIOD: 7/21  
 PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
R0014	340	45160	210329	105716	405.13	1.5 MIL LINER
ROYAL PAPERS INC					405.13	
TOTAL CHECK						
T0087	340	45160	210249	9708144	173.25	16X20X4 FILTERS
TRANE					173.25	
TOTAL CHECK						
V0079	340	45112	210298	18067601	428.50	LIGHT BULBS
VOSS LIGHTING					428.50	
TOTAL CHECK						
W0014	340	46410		100624	452.50	PVC WELD LEAK
WESTPORT POOLS INC					452.50	
TOTAL CHECK						
X0004	340	45230		2472812	49.25	COPIER 1/24-2/23
XEROX FINANCIAL SERVICES LLC					49.25	
TOTAL CHECK						
TOTAL CASHABLE CHECKS						
TOTAL EFT VOUCHERS						
					13,035.11	
					.00	
TOTAL REPORT						
TOTAL NUMBER OF CHECKS TO BE ISSUED - 17					13,035.11	
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					.00	
					13,035.11	

SUPERIOR  
 DATE: 03/12/2021  
 TIME: 12:17:55

CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 6  
 ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20210304 00:00:00.000'  
 ACCOUNTING PERIOD: 7/21

FUND - 48 - STORMWATER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	96503	03/05/21	A0272	A T & T MOBILITY	480	46140	SERVICE 01/24-02/23	0.00	122.55
10111	210212	03/09/21	A0019	AMERENTUE	480	46210	2924 ARN TNBRK 1/14	0.00	446.96
10111	210216	03/01/21	W0027	MIRWA	480	42210	LOCHIRCO 03/2021	0.00	518.75
TOTAL CASH ACCOUNT									1,088.26
TOTAL FUND									1,088.26
TOTAL REPORT									630,500.78

SUPERIOR  
 DATE: 03/12/2021  
 TIME: 12:15:53  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 03/18/2021  
 CITY OF ARNOLD  
 PAGE NUMBER: 1  
 ACCOUNTING PERIOD: 7/21  
 ACCOUNTING PERIOD: 7/21  
 SELECTION CRITERIA: transact.disb\_fund='48'  
 PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
A0101	480	45150	317323959	20.59	UNIFORMS
AUS ST LOUIS MC LOCKBOX				20.59	
TOTAL CHECK					
A0082	480	45110	7404	112.75	1YD CONCRETE
ARNOLD READY MIX				112.75	
TOTAL CHECK					
L0118	480	45250	902597-02/21	21.48	5 GAL BUCKETS W/LIDS
LOWE'S				21.48	
TOTAL CHECK					
M0557	480	45110	2026947	696.00	120' OF 12" PLASTIC PIPE
MIDWEST MUNICIPAL SUPPLY				994.50	130' OF 12" ADS PIPE ON C
TOTAL CHECK				1,690.50	
M0305	480	45010	744981722	29.25	MS4 PERMIT AD
MISSOURI LAWYERS MEDIA				29.25	
TOTAL CHECK					
S0613	480	45320	15434	120.83	COUPLER
SNOW PRO PARTS, SALES & SERV				120.83	
TOTAL CHECK					
S0191	480	42220	021621	13.80	LOCHIRCO 03/21
STANDARD INSURANCE CO				13.80	
TOTAL CHECK					
W0272	480	45310	70499533	4.45	GAS 02/21
WEX BANK				4.45	
TOTAL CHECK					
TOTAL CASHABLE CHECKS				2,013.65	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				2,013.65	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 8					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

**AN ORDINANCE REZONING A TRACT OF LAND IDENTIFIED AS ORCHARD POINT PLAT 1, OUTLOT A OF LAND LOCATED IN U.S. SURVEY 2991, SECTION 31, TOWNSHIP 43, RANGE 6, CITY OF ARNOLD, JEFFERSON COUNTY, MISSOURI FROM “R-3” RESIDENCE DISTRICT TO “C-2” COMMERCIAL DISTRICT.**

**WHEREAS**, an application to rezone a tract of land known as Orchard Point Plat 1, Outlot A of land located in U.S. Survey 2991, Section 31, Township 43, Range 6, City of Arnold, Jefferson County, Missouri; and further identified in Jefferson County records as Parcel ID: 01-9.0-31.0-2-002-001. and displayed as “Exhibit 1.” has been submitted to the City of Arnold, and

**WHEREAS**, the proper public hearings have been held, pursuant to City Ordinance and the laws of the State of Missouri, and

**WHEREAS**, the Planning Commission has submitted its report and recommendation to the City Council to not approve the proposed rezoning of Orchard Point Plat 1, Outlot A of land located in U.S. Survey 2991, Section 31, Township 43, Range 6, City of Arnold, Jefferson County, Missouri, from “R-3” Residence District to “C-2” Commercial District, and

**WHEREAS**, the Council finds that this rezoning request meets the conditions in that the extension of an existing boundary where said change will not be detrimental and where it is shown that such change is necessary for public convenience or necessity; or there has been significant change in the area to warrant a change in zoning classification; or it is shown that a mistake was made in the original Zoning Map; or a change that would make the zoning classification reflect the proposed use in the land use plan of the City of Arnold; or other changes where it is shown to be in the best interests for the health, safety, and welfare of the citizens of the City of Arnold.

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

**Section 1.** The property identified as Orchard Point Plat 1, Outlot A of land located in U.S. Survey 2991, Section 31, Township 43, Range 6, City of Arnold, Jefferson County, Missouri is hereby rezoned from “R-3” Residence District to “C-2” Commercial District

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

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

*Signatures on following page*



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

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

ATTEST:

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

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

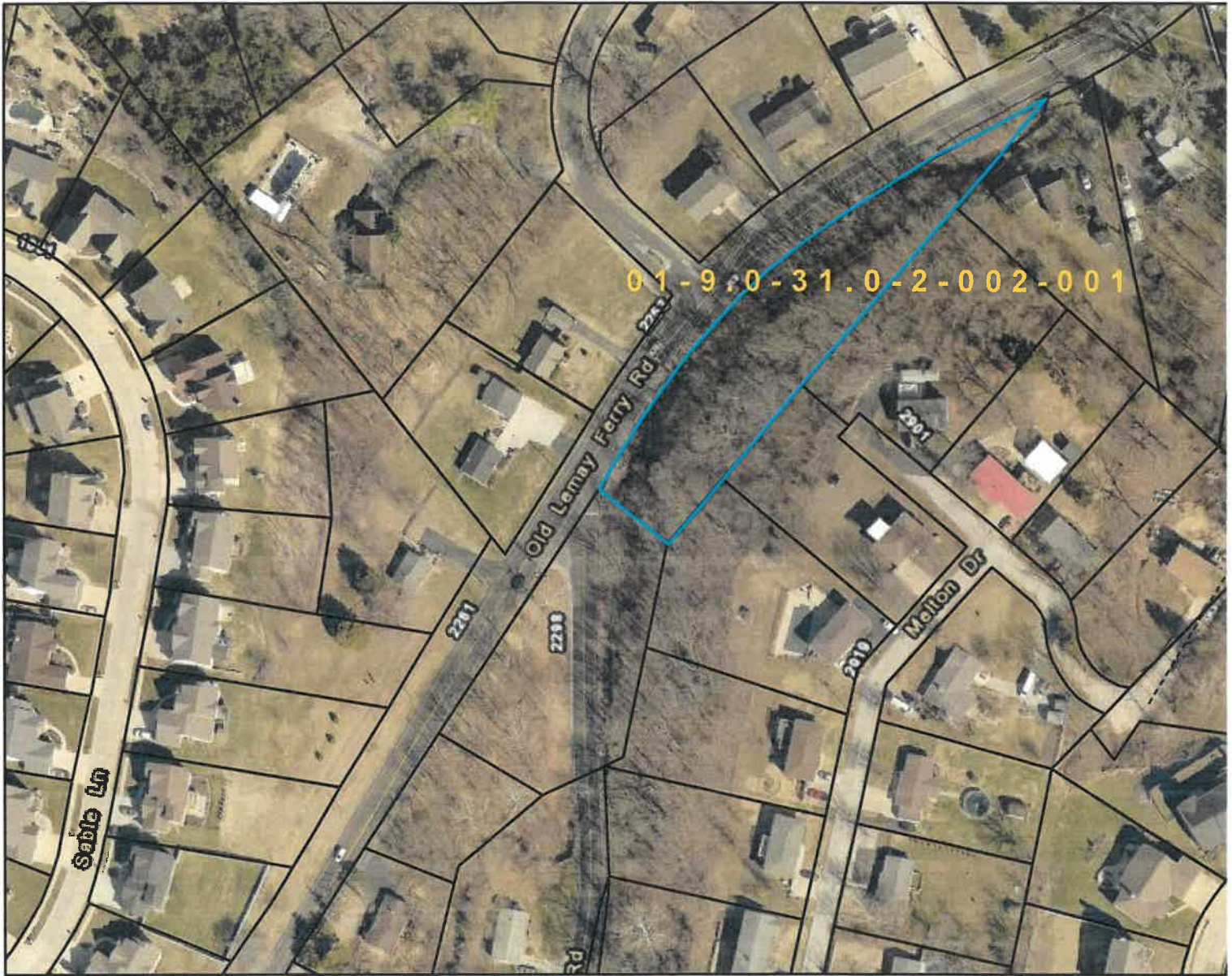
2nd reading: \_\_\_\_\_

APPROVED AS TO FORM:

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

# EXHIBIT 1

## ArcGIS Web Map



3/10/2021, 11:05:31 AM

World Transportation

Rivers and Streams

----- Subdivision Lot Lines



Jefferson County Boundary



Tax Parcels



Esri, HERE, IPC, Cr



# CITY COUNCIL AGENDA ITEM STAFF REPORT

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<b>MEETING DATE:</b>	March 10, 2021
<b>TITLE:</b>	PC-2021-05 Ray Dickhaner (Zoning Amendment)
<b>DEPARTMENT:</b>	Community Development
<b>PROJECT MANAGER:</b>	Christie Hull Bettale, Community Development Engineer
<b>RECOMENDATION:</b>	The Commission does <u>not</u> recommend approval of the request
<b>ATTACHMENTS:</b>	(1) Staff Report to Planning Commission; (2) Draft Planning Commission Meeting Minutes (3) Draft Ordinance

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### **EXECUTIVE SUMMARY:**

Mr. Ray Dickhaner proposes to rezone an undeveloped parcel of land, located on Old Lemay Ferry Rd. across from Blossom Ln., from “R-3” Residential District to “C-2” Commercial District.

### **REVIEW & ANALYSIS:**

On March 9, the Planning Commission held a public hearing and heard the request. Eight members of the public were in attendance via Zoom. All who spoke were in opposition of the request. Additionally, fourteen members of the public had previously contacted staff in opposition to the application (Two by email, 12 by telephone).

When reviewing applications for changes in zoning, or amendments thereto, the Planning Commission is required to hold a hearing, review, and make recommendations and report to the City Council based upon the requirements for such actions included in the Zoning Ordinance. Specifically, the Zoning Ordinance states that changes in district boundaries or classifications, or restrictions shall only be approved under the following conditions:

- 1) The extension of an existing boundary where said change will not be detrimental and where it is shown that such change is necessary for public convenience or necessity.
- 2) There has been significant change in the area to warrant a change in zoning classification.
- 3) It is shown that a mistake was made in the original Zoning Map
- 4) A change that would make the zoning classification reflect the proposed use in the land use plan of the City of Arnold.
- 5) Other changes where it is shown to be in the best interests for the health, safety, and welfare of the citizens of the City of Arnold.

Neither staff nor the Commission found that the conditions for approval contained in the Zoning Ordinance were demonstrated to have been met by the applicant.

### **RECOMMENDATION:**

The Planning Commission, by a vote of **0** to **8**, failed to recommend approval of the request to Council. However, if the Council chooses to override the recommendations staff and the Planning Commission, and act to approve the request, an ordinance in the affirmative has been provided.



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## REPORT TO PLANNING COMMISSION

### CITY OF ARNOLD

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**APPLICATION NUMBER:** PC-2021-05

**APPLICATION NAME:** DICKHANER ZONING AMENDMENT

**APPLICANT NAME:** Ray Dickhaner, Applicant/ Owner

**PROPERTY OWNER NAME:** Ray Dickhaner  
1125 Hickory Ridge Trail  
Arnold, MO 63010

**APPLICANT'S REQUEST:** The applicant is seeking to rezone the property from "R-3" Residence District to "C-2" Commercial District.

**STREET ADDRESS:** Orchard Point Plat 1, Outlot A

**SITE LOCATION:** Old Lemay Ferry Road, immediately northeast of Richardson Rd intersection.

**PARCEL ID:** 01-9.0-31.0-2-002-001

**TOTAL SITE AREA:** 1.60 acres

**MEETING DATE:** March 9, 2021

**REPORT DATE:** March 1, 2021

**CASE MANAGER:** Christie Hull-Bettale

**RECOMMENDATION:** **STAFF DOES NOT RECOMMEND APPROVAL**





# REPORT TO PLANNING COMMISSION

## CITY OF ARNOLD

### DESCRIPTION OF EXISTING SITE CONDITIONS

The 1.6 acre tract is located immediately northeast of the intersection of Old Lemay Ferry and Richardson Road. The frontage is arced along Old Lemay Ferry. Generally speaking, there is a roadside ditch parallel to the road and overhead utility is within the property. The property is an undeveloped wooded lot and based on city GIS mapping the elevation contours fall thirty-two feet from the back of parcel to the front street.

### SITE HISTORY

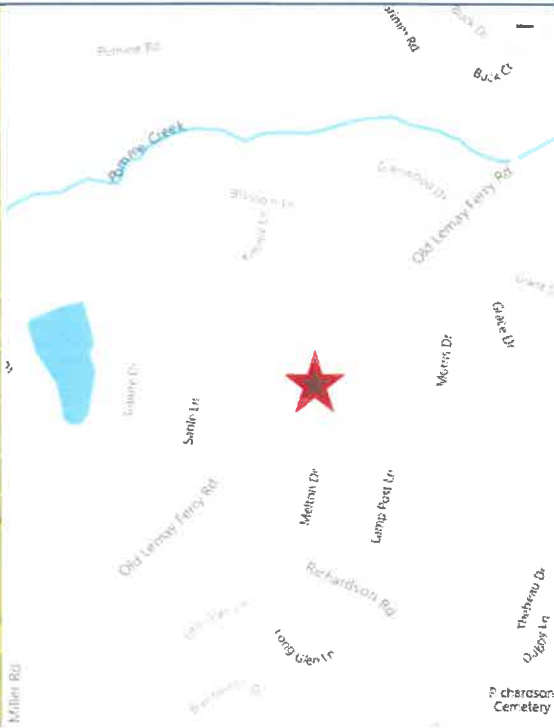
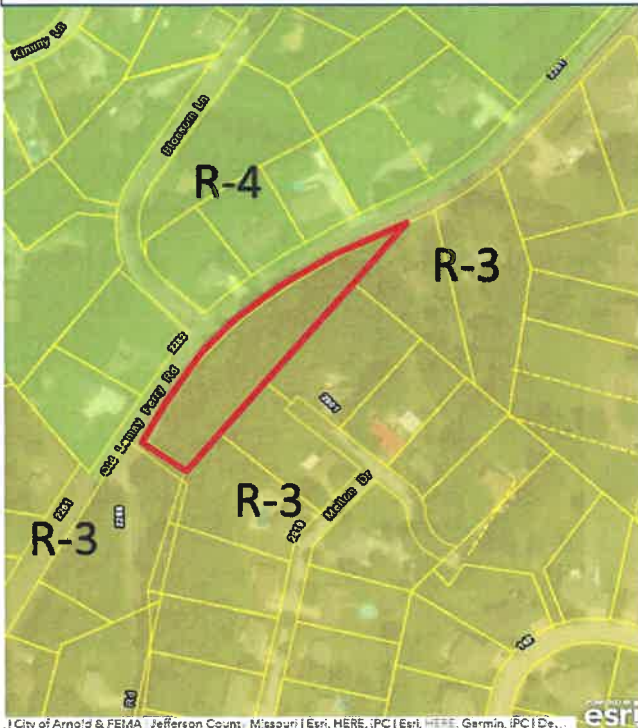
The property's legal is Orchard Point Plat One, Outlot A, as recorded Book 93 Page 20. The City of Arnold does not have record of previous requests related to this tract of land.

### LAND USE AND ZONING CONTEXT MATRIX

DIRECTION	EXISTING LAND USE	ZONING DISTRICT	COMMENTS
North	Residential	R-4	Residential - Orchard Point located across Old Lemay Ferry
East	Residential	R-3	Residential, located adjacent to home on Old Lemay Ferry
South	Residential	R-3	Residential - parcel backs to Melton Dr
West	Residential	R-3	Residential- located across Richardson Rd.

### ZONING MAP

### LOCATION MAP



Request for change of Zoning from "R-3" to "C-2"

# REPORT TO PLANNING COMMISSION

## CITY OF ARNOLD



### ZONING REQUEST/DEVELOPMENT PROPOSAL

The applicant is seeking to rezone the property from "R-3" Residence District to "C-2" Commercial District. This is a rezoning request only, it does not have a site plan, nor is a plan required for this application.

### COMPREHENSIVE PLAN CONSISTENCY REVIEW

A consistency review of the goals, objectives, and policies of the Comprehensive Plan, as they relate to the current request, follows:

#### GOALS, OBJECTIVES, AND POLICIES:

**POLICY NH-3: IN EXISTING NEIGHBORHOODS, A MIXTURE OF LAND USE TYPES, HOUSING SIZES AND LOT SIZES MAY BE POSSIBLE IF PROPERLY MITIGATED AND RESPECTFUL OF NEIGHBORHOOD CHARACTER. REQUIRE CAREFUL DESIGN WHEREVER LAND USES ARE MIXED IN ORDER TO ENSURE COMPATIBILITY, ACCESSIBILITY AND APPROPRIATE TRANSITIONS BETWEEN LAND USES THAT VARY IN INTENSITY AND SCALE.**

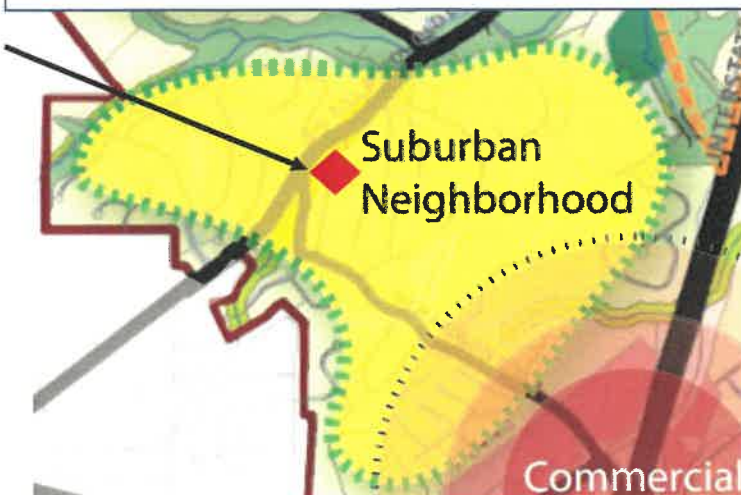
#### CITY PLANNER'S COMMENTS

**Housing and Neighborhood Policy 3 is NOT satisfied.**

**Not Satisfied:** The property and surrounding area is zoned Residential.

- Commercial "C-3" does not reflect the current land use or FLUM for this area.
- A detailed plan would be needed to consider mixed uses; as "C-3" is not compatible, nor does it appear there is sufficient area to mitigate and/or minimize any spill-over impacts between intensity of Commercial to Residential.

#### FUTURE LAND USE MAP:



**Not Consistent:** The proposed request is not consistent with the FLUM designation for the property as the area is planned for *Suburban Neighborhood* uses.



## REPORT TO PLANNING COMMISSION

### CITY OF ARNOLD

#### BACKGROUND

On 1/28/2021 the applicant submitted an application and written response included with this staff report in the ATTACHMENTS section. Further, on 2/17/2021, the applicant provided additional information in the form a bound document and exhibits, also within the ATTACHMENTS section.

#### PLANNING AND ZONING ANALYSIS

When reviewing applications for changes in zoning, or amendments thereto, the Planning Commission is required to hold a hearing, review, and make recommendations and report to the City Council.

#### PUBLIC RESPONSE TO NOTICE TO REZONING APPLICATION

Since the site was posted, the hearing was advertised, and notice was sent to neighboring property owners within 185 feet, staff has received seven phone calls from the public inquiring about this application. All seven are addressed in proximity to the parcel for consideration and each commented about the request. The comments included:

- "I am against this being zoned to commercial.",
- "It doesn't make sense, to rezone this to commercial.",
- "I don't not like this area for commercial."
- "This is a poor area for retail or commercial, it's all residential around here."
- "There is a concern with this site for commercial, it's not right."

All callers asked about the opportunity to be at the public hearing and to see the staff report with recommendation.

Changes in district boundaries or classifications, or restrictions shall only be approved under the following conditions:

- 1) **The extension of an existing boundary where said change will not be detrimental and where it is shown that such change is necessary for public convenience or necessity.**

**Applicant Response:** *"The change is necessary for public safety. The City doesn't want people backing onto Old Lemay Ferry."*

**Staff Response:** The applicant has provided no information substantiating this statement. Additionally, commercial development is not substantially consistent with the residential character of the area; and it is presumed that commercial development will generate more traffic near the intersection of Old Lemay Ferry and Richardson Road than residential development would otherwise produce.

- 2) **There has been significant change in the area to warrant a change in zoning classification.**

**Applicant Response:** *"This area, with Gravois Bluffs up the hill, is not suitable for new*



# REPORT TO PLANNING COMMISSION

## CITY OF ARNOLD



### PLANNING AND ZONING ANALYSIS (CONTINUED)

*residential."*

**Staff Response:** The applicant has provided no information substantiating this statement. Gravois Bluffs is approximately 7-8 miles away from the subject tract. There has been no change other than the continued development of residences in the area.

**3) It is shown that a mistake was made in the original Zoning Map**

**Applicant Response:** *"This is not a mistake in Zoning case."*

**Staff Response:** There has been no mistake found nor demonstrated in the original Zoning Map.

**4) A change that would make the zoning classification reflect the proposed use in the land use plan of the City of Arnold.**

**Applicant Response:** *"This change, with the agreement to Restrict the property, will actually protect the residences nearby."*

**Staff Response:** The applicant has provided no information substantiating this statement. "The land use plan of the City of Arnold" delineates this area as "Suburban Neighborhood".

**5) Other changes where it is shown to be in the best interests for the health, safety, and welfare of the citizens of the City of Arnold.**

**Applicant Response:** *"As said above."*

**Staff Response:** The proposed change is not consistent with the Future Land use Map of the Comprehensive Plan ("land use plan"). The surrounding area is residential in character. Commercial development generates more vehicle trips than residential development. All resident input thus far has been opposed to the application.

### FINDINGS AND RECOMMENDATION

Based up the analysis of the application, Staff finds that the proposed Rezoning request does not meet the review criteria contained in the Zoning Ordinance nor does it further advance the intent of either the Comprehensive Plan or Zoning Ordinance. Based on these findings, Staff does not recommend favorable consideration of the application.

A handwritten signature in cursive script, reading "Christie Hull-Bettale".

Christie Hull-Bettale, EIT  
Community Development Engineer



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**REPORT TO PLANNING COMMISSION**  
**CITY OF ARNOLD**

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# ATTACHMENTS

- A. APPLICANT-WRITTEN RESPONSE &  
EXHIBITS 1/28/2021**
- B. APPLICANT -ADDITIONAL INFORMATION &  
EXHIBIT 2/17/2021**
- C. PHOTOS FROM STREET VIEW SHED**
- D. ELEVATION CONTOUR MAP FROM GIS**

# REPORT TO PLANNING COMMISSION

## CITY OF ARNOLD



CITY OF ARNOLD

R3 - C2  
PC - 2021 - 05  
1/28/21

## PLANNING AND ZONING

Applicant: Ray Dickhaner LLC

P&Z number: PC-2021-05

Written response to the following criteria for review of a zone change application:

- The extension of an existing boundary where said change will not be detrimental and where it is shown that such changes are necessary for public convenience or necessity.
- The change is necessary for public safety. The City doesn't want people backing onto Old Lemay Ferry.**
- There has been significant change in the area to warrant a change in zoning classification.

**This area, with Gravois Bluffs up the hill, is not suitable for new residential**

- It is shown that a mistake was made in the original zoning map.

**This is not a mistake in Zoning case**

- A change that would make the zoning classification reflects the proposed use in the Land Use Plan of the City of Arnold.

**This change, with the agreement to Restrict the property, will actually protect the residences nearby.**

- Other changes where it is shown to be in the best interests for the health, safety, and welfare of the citizens of the City of Arnold

**As said, above.**

The lot is called Orchard Park Outlot A, Plat Book 093, Page 6 Section 31, Township 43 Range 6. 1.6 acres

The contour data is flat as a pancake, no more than two feet of rise and fall, if that. I suspect it doesn't drain, much. Future drainage will be regulated by the Building Department.

**ADDITIONAL INFORMATION: IN KELLER MANOR V JEFFERSON COUNTY, THE COUNTY REFUSED TO REZONE THE TRACT WEST OF TARGET. THE COURT OF APPEALS ORDERED THEM TO REZONE THE TRACT.**

**ATTACHMENT A, APPLICANT WRITTEN RESPONSE & EXHIBITS 1/28/2021**

PC-2021-05 Dickhaner Zoning Amendment



**REPORT TO PLANNING COMMISSION**  
**CITY OF ARNOLD**

RELATIONSHIP. SCALE IS  
ABOUT 400' TO 1"



**ATTACHMENT A, APPLICANT WRITTEN RESPONSE & EXHIBITS 1/28/2021 (CONTINUED)**

Request for change of Zoning from "R-3" to "C-2"

**REPORT TO PLANNING COMMISSION  
CITY OF ARNOLD**



Fastcase

1/28/21, 10:14 AM



112 S.W.3d 449

**KELLER MANOR, INC., Plaintiff/Respondent,**

**v.**

**Honorable Mark A. MERTENS, et al., Defendants/Appellants.**

**No. ED 81826.**

**Missouri Court of Appeals, Eastern District, Division Three.**

**August 12, 2003.**

Appeal from the Circuit Court of Jefferson County; Gary P. Kramer, Judge.

Michael J. Valenti, Dennis J. Kehm, Jr., Hillsboro, MO, for appellant.

Ray Dickhaner, Hillsboro, MO, for respondent.

Before CLIFFORD H. AHRENS, PJ, WILLIAM H. CRANDALL, JR., J., and LAWRENCE E. MOONEY, J.

**ORDER**

**PER CURIAM.**

Honorable Mark A. Mertens, et al., appeal from the judgment granting a declaratory judgment to rezone. Honorable Mertens, et al., assert that the trial court erred and that the judgment was against the weight of the evidence. No error of law appears and an opinion would have no precedential value. The parties have, however, been furnished with a memorandum for their information only, which sets forth the facts and reasons for this order.

We affirm the judgment pursuant to Rule 84.16(b).



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**REPORT TO PLANNING COMMISSION**  
**CITY OF ARNOLD**

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**RAY DICKHANER, LLC**

1125 Hickory Ridge Trail  
Arnold, MO 63010  
(314) 809-1843  
(fax) (636) 797-4900  
ray@dickhaner.us

February 16, 2021

Arnold planning and Zoning

RE: March 9 Meeting

Dear Sir or Madam:

I herewith submit Applicant's presentation exhibits, for the March 9<sup>th</sup> meeting, for advance distribution to the Commission members.

Very truly yours

A handwritten signature in black ink, appearing to read "Ray Dickhaner".

Ray Dickhaner

RECEIVED  
PLANNING  
COMMISSION  
CITY OF ARNOLD

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**ATTACHMENT B , BY APPLICANT -ADDITIONAL INFORMATION & EXHIBIT 2/17/2021**

Request for change of Zoning from "R-3" to "C-2"

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**REPORT TO PLANNING COMMISSION**  
**CITY OF ARNOLD**

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**ARNOLD PLANNING AND ZONING**

**MARCH 9<sup>TH</sup> MEETING**

**FILE NUMBER PC-2021-05**

**Ray Dickhaner LLC**

**ATTACHMENT B , BY APPLICANT- ADDITIONAL INFORMATION & EXHIBIT 2/17/2021**

**PC-2021-05 Dickhaner Zoning Amendment**



## REPORT TO PLANNING COMMISSION CITY OF ARNOLD

### CITY OF ARNOLD PLANNING AND ZONING MARCH 9, 2021

**Applicant: Ray Dickhaner LLC**

**PETITION NUMBER PC-2021-05**

Proposal: To rezone a 1.6 acre tract fronting on Old Lemay Ferry Road to C2 zoning.

1. The tract is not suitable to residences. Nobody wants to own a home where you have to back onto Old Lemay Ferry to exit the garage. The property is not deep enough to have an internal access road.

Nobody would want to raise a family fronting on Old Lemay Ferry Road. The traffic count is around 6500 cars a day. The kids can't play in the street. The kids can't walk anywhere. Can't ride a bike anywhere.

2. We agree to restrict the property against the kind of development that would aggravate the neighbors. No food or liquor sales. No marijuana sales. No tattoo parlors. Only medical offices, barber shops or similar small retail. Bob Sweeney can draw the restrictions, we will pay Bob's fees for dealing with this issue.
3. The Restrictions will be enforceable by Arnold, the same as regular Municipal violations. The Restrictions can provide a fine or penalty for violations.
4. The back of the building will buffer the neighbors from Old Lemay Ferry.
5. Refusing to rezone the property violates the case of Keller Manor v Jefferson County. That case involved the 7 acres that lie just West of the Target plaza, on Vogel. It is pictured in the exhibit. In the Court case, Dan Govero testified that the tract was unsuitable to residential use. An appraiser testified that the tract was valuable as light commercial, barely worth the price of one residential lot. The County had effectively condemned the property. When the County appealed, the Court of Appeals upheld the decision in a memo and didn't even issue a formal opinion. The Keller tract was 7 acres. This tract is only 1.6 acres. All I have to do to win in Court is change the names of the case and call the same witnesses. By the way, Keller Manor was my case.
6. The zoning should be C2 with the above Restrictions. C1 would allow a 7-11 with no restrictors. And a liquor store.

**ATTACHMENT B , BY APPLICANT -ADDITIONAL INFORMATION & EXHIBIT 2/17/2021**

Request for change of Zoning from "R-3" to "C-2"



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# REPORT TO PLANNING COMMISSION

## CITY OF ARNOLD

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### SUBJECT TRACT



ATTACHMENT B , ADDITIONAL INFORMATION & EXHIBIT 2/17/2021 (CONTINUED)

PC-2021-05 Dickhaner Zoning Amendment



**REPORT TO PLANNING COMMISSION  
CITY OF ARNOLD**

*Keller Manor, Inc. v. Mertens, 112 S.W.3d 449 (Mo. App. 2003)*

**112 S.W.3d 449  
KELLER MANOR, INC.,  
Plaintiff/Respondent,**

**v.**

**Honorable Mark A. MERTENS, et al.,  
Defendants/Appellants.**

**No. ED 81826.**

**Missouri Court of Appeals, Eastern  
District, Division Three.**

**August 12, 2003.**

Appeal from the Circuit Court of Jefferson  
County; Gary P. Kramer, Judge.

Michael J. Valenti, Dennis J. Kehm, Jr.,  
Hillsboro, MO, for appellant.

Ray Dickhaner, Hillsboro, MO, for  
respondent.

Before CLIFFORD H. AHRENS, P.J.,  
WILLIAM H. CRANDALL, JR., J., and  
LAWRENCE E. MOONEY, J.

**ORDER**

PER CURLAM.

Honorable Mark A. Mertens, et al., appeal from the judgment granting a declaratory judgment to rezone. Honorable Mertens, et al., assert that the trial court erred and that the judgment was against the weight of the evidence. No error of law appears and an opinion would have no precedential value. The parties have, however, been furnished with a memorandum for their information only, which sets forth the facts and reasons for this order.

We affirm the judgment pursuant to Rule 84.16(b).



**REPORT TO PLANNING COMMISSION**  
**CITY OF ARNOLD**



Keller Manor case tract, West of Target





## REPORT TO PLANNING COMMISSION

### CITY OF ARNOLD



**PUBLIC VIEWSHED FROM RICHARDSON ROAD**

Request for change of Zoning from "R-3" to "C-2"

**REPORT TO PLANNING COMMISSION**  
**CITY OF ARNOLD**



**PUBLIC VIEWSHED FROM OLD LEMAY FERRY ROAD**

PC-2021-05 Dickhaner Zoning Amendment



# REPORT TO PLANNING COMMISSION

## CITY OF ARNOLD



CITY GIS MAP SHOWING GROUND ELEVATIONS FOR THE SITE

Request for change of Zoning from "R-3" to "C-2"



## PLANNING COMMISSION MEETING CONDUCTED VIRTUALLY March 9, 2021

### MINUTES

*Due to Federal, state, county, and municipal emergency orders related to the coronavirus (COVID-19) pandemic, this meeting was conducted virtually in compliance with applicable regulations.*

#### REGULAR SESSION

1. **CALL TO ORDER:** The regular meeting of the Arnold Planning Commission was called to order by Chairman Andrew Sutton at 7:01 p.m.
2. **ROLL CALL OF COMMISSIONERS:** Alan Bess, Steve Buss, Jeff Campbell, Phil Hogan (Excused), Frank Kutilek, Justin Lurk (Excused), Brian McArthur, Chad Miller, Del Williams, Andrew Sutton. **STAFF:** David Bookless (Community Development Director), Christie Hull-Bettale (Engineer/Planner), Sarah Turner (Planner), Robert Sweeney (City Attorney).
3. **APPROVAL OF MINUTES:** Motion by Jeff Campbell to approve the minutes from the February 23, 2021 meeting. Second by Steve Buss. *Voice vote:* Approved 8-0.
4. **PUBLIC HEARINGS:**
  - a. **PC-2021-05 Ray Dickhaner (Rezone "R-3" to "C-2"):** Motion to open the hearing by Campbell, seconded by Kutilek. *Voice vote:* Approved 8-0. Ms. Hull-Bettale presented the Staff Report, which included a topographic map and multiple site photos. Hull-Bettale concluded her presentation by stating that staff *does not* recommend approval of the request. The applicant, Mr. Ray Dickhaner, presented his request. Mr. Dickhaner described the site, his intent to privately restrict what uses that would be permitted to low impact ones such as medical or dental offices. He discussed a court case that he believes would apply in this case compelling approval of his request. There were no questions from the Commission. Eight (8) members of the public spoke during the hearing. Matt Powers of 2231 Old Lemay Ferry Road stated that he was strongly opposed to the application. Katina Parker of 2273 Old Lemay Ferry Road stated that traffic is already heavy in the area and that a commercial use would only make it worse. She asked staff the meaning of the terms "fronting" and "restrictions". Ms. Hull-Bettale provided definitions of the terms. Keith Coleman of 2253 Old Lemay Ferry Road stated that he didn't believe the site would work for anything and wanted to know about future plans for the road. Steph and Brandon Molnar of 2104 Blossom Lane objected to the request and stated that "it doesn't make sense." Terry Wright of 2109 Blossom Lane stated he was the president of the Orchard Point Home Owners Association and was speaking on behalf of the subdivision that commercial development was not a good idea at the location for a number of reasons, including safety, and the residents of Orchard Point oppose the request. William Walker of 2261 Old Lemay Ferry Road stated the area is residential in character, the site is steep hillside not conducive to commercial development with a big investment, and the type of development the applicant proposes doesn't make sense in that context. He is opposed. Daniel Kroupa of 2092 Kroupa Lane stated that agreed with all the residents that spoke before him and added that he is concerned about traffic volume, sight distance issues due to the curve in Old Lemay Ferry Road, and storm water issues related to the creek that runs along the Old Lemay Ferry Road at the front of the site. He stated that the request is nonsensical. Chairman Sutton asked if the Commissioners had any additional questions or comments before Mr. Dickhaner has an opportunity to respond, and Commissioner Williams

reiterated the storm water and creek issues as a concern. Mr. Dickhaner responded by emphasizing that restrictions on the uses allowed would be privately established by deed. He stated that storm water would be addressed with onsite retention. Mr. Sutton asked for a motion to close the hearing, which was made by Campbell and seconded by Williams. Voice vote: Approved 8-0.

**5. ADJOURNMENT OF REGULAR SESSION: Adjourned by Sutton at 7:35 p.m.**

**EXECUTIVE SESSION**

**6. NEW BUSINESS:**

- a. **PC-2021-05 Ray Dickhaner (Rezone "R-3" to "C-2"):** Motion by Kutilek to recommend approval. Second by Williams. No further discussion. *Roll call vote:* Alan Bess, no; Steve Buss, no; Jeff Campbell, no; Frank Kutilek, no; Brian McArthur, no. Chad Miller, no; Del Williams, no; Andrew Sutton, no. 8 nays. – Motion Fails.

- 7. ANNOUNCEMENTS:** Mr. Bookless announced that the Council is now holding hybrid Zoom/in-person meetings, but they have found there are a few technical bugs to work out still, so the Commission will continue with Zoom-only meetings for now. The next meeting of the Commission (March 23, 2021) has one project on the agenda: the continuation of the discussion and public hearing for PC-2020-24 Building and Site Design Standards. Mr. Sweeney reiterated Mr. Bookless's comment about the hybrid Zoom/in-person meetings, and waiting a bit longer is a good idea.

- 8. ADJOURNMENT:** Motion by Campbell to adjourn. Second by Buss. *Voice vote:* Approved 8-0. Meeting adjourned at 7:40 p.m.

Respectfully Submitted,

Alan Bess  
Planning Commission Secretary



**AN ORDINANCE AMENDING CHAPTER 605 BUSINESS REGULATIONS BY  
ESTABLISHING BUSINESS LICENSING REQUIREMENTS FOR THE SALE OF  
FIREWORKS AT FIREWORKS STANDS**

**WHEREAS**, the retail sale of fireworks at “fireworks stands” is a longstanding tradition in the City of Arnold; and

**WHEREAS**, all retail businesses operating within the City of Arnold are required to possess a valid business license by the City Clerk, issued prior to commencing operation;

**WHEREAS**, fireworks stands operate for a limited period in a given year, and operators may or may not choose to operate from year-to-year, unique regulation of such operations are necessary; and

**WHEREAS**, the Arnold City Council desires to amend the Code of Ordinances in order to provide clarification regarding the issuance of business licenses for fireworks stands.

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

**SECTION 1.** Chapter 605 (Business Regulations) of the City of Arnold Code of Ordinances, inclusive, is hereby amended by the addition of the following section:

**“Section 605.400. Sale of Fireworks.**

- A. This Section specifically applies to the business license for all fireworks stands, as defined in Article XIV Fireworks of the Arnold Code of Ordinances, operating within the corporate limits of the City of Arnold. The provisions of this Section are in addition to, not in lieu of, other provisions of this Chapter or the code of ordinances. In the case of an inconsistency in this Chapter or code of ordinances, the specific shall control.
- B. No person shall operate a fireworks stand who does not possess a business license from the City to operate such fireworks stand. Only a person who complies with the provisions of this Section shall be entitled to receive and retain such a license. The City Clerk shall approve a fireworks stand license application if the requirements for such license, as described in Code of Ordinances Chapter 215, Article XIV, Fireworks, and all other chapters and sections referenced therein, have been met.”

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

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

the remainder of the Ordinance to be and remain in full force and effect.

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

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

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

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

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

**AN ORDINANCE PROVIDING FOR THE REPEAL OF ARTICLE XIV (FIREWORKS) OF CHAPTER 215 (OFFENSES) OF THE ARNOLD CODE ORDINANCES AND ENACTING IN LIEU THEREOF A NEW ARTICLE XIV (FIREWORKS) ON THE SAME SUBJECT WITH CERTAIN MODIFICATIONS AS HEREINAFTER SET FORTH, AND ESTABLISHING PENALTIES FOR THE VIOLATION THEREOF.**

WHEREAS, the City Council of Arnold, Missouri does hereby adopt the following amendments to Article XIV (Fireworks) of Chapter 215 (Offenses) of Title II (Public Health, Safety and Welfare) of the Code of Ordinances relating to the sale and discharge of fireworks within the City for the purpose of further the public health, safety and welfare and the City and its residents.

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

**SECTION 1.** Chapter 215 (Offenses) of the City of Arnold Code of Ordinances, inclusive, is hereby amended by the deletion of Sections 215.2210 through 215.2290 (Article XIV Fireworks) and the insertion of the following in lieu thereof:

**“Article XIV Fireworks**

**Section 215.2210 Definitions**

**1.3G EXPLOSIVES**

Formerly known as Class B special fireworks. Items classified as 1.3G UN0335 explosives are display fireworks.

**1.4G EXPLOSIVES**

Formerly known as Class C common fireworks. Items classified as 1.4G UN0336 explosives are consumer fireworks intended for use by the general public.

**FIREWORKS**

The term "fireworks" means and includes any composition or device for producing a visible, audible, or both visible and audible effect by combustion, deflagration, or detonation and that meets the definition of consumer, proximate, or display fireworks as set forth by 49 CFR Part 171 to end, United States Department of Transportation hazardous materials regulations, and American Pyrotechnics Association, Standard 87-1. The term "fireworks" shall not include toy pistols, toy guns, or other devices in which paper caps containing twenty-five hundredths (0.25) grains or less explosive compounds are used, providing that they are so constructed that the hand cannot come in contact with the cap when in place for use.

**FIREWORKS STAND**

The term “fireworks stand” shall refer to any building, stand, tent, whether temporary or permanent, from which fireworks, as defined herein, are displayed and/or sold for retail purposes per licensing procedures contained in the article.

**Section 215.2220 Discharging Prohibited — Exception.**

- A. Except as provided in Subsection (B), it shall be unlawful for any person to willfully set off, use, burn, explode or fire off fireworks of any kind within the municipal boundaries of the City; provided however, that this Section shall not apply to parks or other public places when in the charge of competent persons and under a permit issued by the City Council.
- B. No fireworks shall be discharged in the City before the 25th of June or after the fifth day of July and before the 31st day of December and after the first day of January. No fireworks shall be discharged on permitted days except between the hours of 12:00 P.M. and 10:00 P.M. on June 25 through June 30, 12:00 P.M. and 11:00 P.M. on July 1 through July 3, 12:00 P.M. and 12:00 A.M. on July 4, and 12:00 P.M. and 10:00 P.M. on July 5, except by special written permits granted by the City Council for exhibition and display purposes, and further provided that fireworks may be discharged from 9:00 P.M. December 31 to 12:30 A.M. January 1.
- C. It shall be unlawful for any person under the age of eighteen (18) to purchase, possess, set off, use, burn, explode or fire off any fireworks within the municipal boundaries of the City without adult supervision.
- D. No person shall cause or knowingly permit his/her child or ward under the age of eighteen (18) years to discharge fireworks in the City in violation of any provisions of this Code. Violation of this Section shall result in a fine upon the parent or guardian of two hundred dollars (\$200.00) for each separate violation.
- E. Sections 215.2510-2540, regarding responsibility of parents and other adults for the criminal acts of children, shall apply to this Section.
- F. Police Officers are to enforce this strictly and without the use of warnings. Summons are to be issued regardless of circumstances. Any person under the age of eighteen (18) found to be in possession of, setting off, using, burning, exploding or firing off, without adult supervision, any fireworks, shall have such items confiscated by Police Officers.
- G. Notwithstanding any other provision of this Section, it shall be unlawful for any person to willfully set off, use, burn, explode or fire off any fireworks on any property owned by the City or any park within the City at any time without a valid permit issued by the City Council.

**Section 215.2230 Sale of Fireworks — Licenses.**

- A. It shall be unlawful for any person to sell, offer to sell or expose for sale any fireworks of any type whatsoever within the City without first having obtained a license therefore from the City Clerk for each "fireworks stand" location at which fireworks are sold or offered for sale; provided however, that this Section shall not apply to the sale of fireworks in wholesale lots by any manufacturer, jobber, wholesaler, distributor, or other person holding a State of Missouri wholesale license to do business within the City to retail dealers located inside or outside the City.
- B. No person shall offer fireworks for sale in the City to individuals at retail before the 20th of June and after the 10th day of July and before the 20th of December and after the 2nd day of January of the next year. No fireworks shall be offered for sale at retail on permitted

days except between the hours of 8:00 A.M. and 11:00 P.M. provided that on the 1st of July through the 3rd of July fireworks may be sold between the hours of 8:00 A.M. and 12:00 A.M.

- C. The City Clerk is authorized to issue to any person a "fireworks stand" license to permit sales of fireworks now or hereafter classified as "1.4G Class C Common Fireworks" by the United States Department of Transportation. Licenses shall be issued for fireworks stands located only in zoning districts where such use is permitted or where a conditional use permit has been granted per the requirements of Chapter 405 of this Code of Ordinances.
- D. It shall be unlawful to sell to retail dealers, or any other person in the City for the purpose of resale or use, any consumer fireworks which do not have the numbers and letter "1.4G" printed with an orange diamond shaped label printed on or attached to the fireworks shipping carton.
- E. No license shall be issued for a stand if the applicant has failed to satisfy any other obligation due and owing to the City.
- F. An application for a "fireworks stand" license shall be submitted to the Community Development Department by June first (1st) and shall include the following:

- 1. For each fireworks stand location in the year 2021, business license fees shall be based upon the following schedule:

Stands up to 1,000 square feet	\$500
Stands greater than 1,000 square feet	\$1,000

The above fees shall apply to sales areas only. No fee shall apply to storage areas. Storage areas may include tractor trailers, trucks, vans, automobile trailers, or other permanent or temporary vehicles or structures.

- 2. For each fireworks sales stand location in the year 2022 and thereafter, business license fees shall be based upon the following schedule:

Stands up to 1,000 square feet	\$1,000
Stands greater than 1,000 square feet	\$2,000

The above fees shall apply to sales areas only. No fee shall apply to storage areas. Storage areas may include tractor trailers, trucks, vans, automobile trailers, or other permanent or temporary vehicles or structures.

- 3. A statement that the applicant agrees to comply strictly with the terms of this Chapter, the laws of the State of Missouri, Jefferson County, and the City of Arnold, Missouri.
- 4. Documentation establishing that any fireworks stand is insured in an amount and manner satisfactory to the City. Said amount and manner shall be determined from time to time by the City Council upon the recommendation of the City Clerk.
- 5. Proof of a valid Missouri State sales tax number.

6. An application for Permit from the Building Department for each “fireworks stand” to include the following:

a. A fee of five hundred dollars (\$500.00)

b. Site Plan to include at minimum the following:

(1) Address or site location;

(2) Property owner and operator names, addresses and phone numbers;

(3) Size of the lot and tent;

(4) Location of the tent(s) and all other structures or equipment including trailers and storage units located on the lot;

(5) Location of all existing and proposed driveway entrances and temporary parking lot areas;

(6) Location of required restroom facilities (a minimum of one (1) portable facility on site is required);

(7) Location of required dumpsters (a minimum of one (1) two (2) yard dumpster for a location having one thousand (1,000) square feet or less of sales area and a minimum of two (2) two (2) yard dumpsters or one (1) four (4) yard dumpster for a location having more than one thousand (1,000) square feet of sales area);

(8) Location of required on-site, off-street customer parking spaces (a minimum of one (1) space per three hundred (300) square feet of sales area is required);

(9) Location of nearest fire hydrant;

(10) Other information as may be required by the City to ensure public health and safety.

**G.** The City Clerk shall only issue a business license for a “fireworks stand” in conjunction with the granting of a Fireworks Permit by the Building Commissioner. The Building Commissioner may issue a Fireworks Permit when the following has been satisfied:

1. All permit inspection requirements have been satisfied to the Commissioner’s satisfaction.

2. A certificate of flame resistance must be submitted for each tent.

3. Approval from the Public Works Director or his/her designee of any new right-of-way curb cut and approval of the Building Commissioner of any new temporary surfacing for a parking lot are required if a new right-of-way curb cut or if new temporary surfacing is to be installed. These approvals must address the following

- a. If a vertical curb is present at the entrance location, a concrete approach may be constructed and left in place to the right-of-way line. If an approach is not constructed, the existing curb must be removed prior to use of the parking lot and replaced within sixty (60) days of the removal.
- b. No portion of City-owned right-of-way shall be surfaced and a minimum of a ten (10) foot parking setback shall be provided.
- c. Where used, temporary paving material shall be removed and vegetation re-established on the site within sixty (60) calendar days of the final date of fireworks sales.
- d. Where temporary surfacing material is used, a cash deposit, irrevocable letter of credit or a surety bond made payable to the City of Arnold, Missouri, will be required by the Director of Public Works or his/her designee. The security should be in an amount equal to the amount required to perform the reparative measures described in this Section, based on an estimate approved by the Director of Public Works or his/her designee. The security shall be subject to the condition that the reparative measures (actions taken to return disturbed land to the condition and appearance that existed before the temporary use) be performed within the first sixty (60) days following the intended usage of the temporary facility as indicated on the temporary parking lot application. The security shall be valid for the entire sixty (60) day period after which it will be forfeited to the City if reparative measures are not complete. If the reparative measures are not completed within the specified time, the City may use the funds from the security of any necessary portion thereof to complete the reparative measures. If the security is inadequate to pay for the costs of the reparative measures, the City shall recover the balance from the property owner.

**H.** The following standards shall be used for the review of any fireworks license and shall apply to the operation of the facility:

1. Stands from which fireworks are to be sold or stored shall not be located within fifty (50) feet of any permanent structure or building.
2. All stands shall be at least fifty (50) feet from the edge of the pavement of any public road, highway or building.
3. Stands shall be erected entirely on private property, and shall be a minimum of twenty (20) feet from the pavement edge of all driveway or parking lot entrances.
4. Stands from which fireworks are sold or stored shall not be located within fifty (50) feet of any structure in which petroleum or other flammable products are sold or dispensed in any manner other than in closed containers.
5. A maximum of two (2) semi-truck storage trailers or the equivalent area of trailer storage as determined by the Building Commissioner shall be allowed per location. Additional storage may be permitted upon review and approval of the Building Commissioner. Such trailers shall maintain a minimum of five (5) foot separation,

have DOT placards on them and must be marked "EMPTY" with four (4) inch letters when all contents are removed.

6. All weeds and combustible materials shall be cleared from any sales location including a distance of at least twenty-five (25) feet surrounding the sales location.
7. The operator/licensee shall ensure that a sign bearing the message "Discharge of Fireworks is Permissible within the City Limits of the City of Arnold Between the Hours of 12:00 P.M. and 10:00 P.M. on June 25 through June 30, 12:00 P.M. and 11:00 P.M. on July 1 through July 3, 12:00 P.M. and 12:00 A.M. on July 4, and 12:00 P.M. and 10:00 P.M. on July 5, and between 9:00 P.M. December 31 to 12:30 A.M. January 1." in letters at least three (3) inches in height shall be displayed in a prominent location in each fireworks stand or tent. Such sign shall not count towards the limits of allowable signage provided for by this Section.
8. The operator/licensee shall distribute, to each purchaser of fireworks, a flyer of at least twenty-four (24) square inches containing the statement: "Discharge of consumer fireworks within the City of Arnold is permitted by ordinance between the hours of 12:00 P.M. and 10:00 P.M. on June 25 through June 30; 12:00 P.M. and 11:00 P.M. on July 1 through July 3; 12:00 P.M. and 12:00 A.M. on July 4; and 12:00 P.M. and 10:00 P.M. on July 5 , and between 9:00 P.M. December 31 to 12:30 A.M. January 1. Violators may be punished by a fine of up to two hundred dollars (\$200.00) for each separate violation."
9. Fireworks stands shall comply with the provisions of the currently adopted Building Code relative to temporary structures. All stands shall be erected in a manner that will reasonably ensure the safety of all occupants, patrons and surrounding property.
10. A minimum three (3) foot wide, unobstructed aisle running the length of the stand, inside and behind the sales counter, shall be provided.
11. Each stand up to twenty-four (24) feet in length must have at least two (2) exits. Each stand in excess of twenty-four (24) feet must have at least three (3) exits. Exit locking devices, if any, shall be easily released from the inside without special knowledge, key or effort.
12. Each stand shall maintain a minimum of one (1) two and five-tenths (2.5) gallon, 2A rated water-pressure type fire extinguisher or ABC minimum 2A:10BC rated fire extinguisher near each exit, and such extinguishers shall be kept in good working order and shall be easily accessible.
13. Signage shall not be subject to the provisions of Chapter 415 but shall meet the following requirements:
  - a. No balloons, searchlights, strobe lights, beacons, or inflatable signs are permitted;
  - b. No portable signage or off-premise signage is permitted except as provided herein;



- c. No signage may be attached to non-commercial vehicles;
  - d. Signage may not extend above or beyond the limits of the primary structure or the commercial vehicle(s) associated with the business;
  - e. All signage must be attached to the primary structure being used for the sale of fireworks or to a commercial vehicle being used as storage or an integral part of the operation;
  - f. No signage may be located in a public right-of-way or on public property; total square footage of all signage viewable from any one (1) angle for one (1) location shall not exceed four hundred (400) square feet;
  - g. When a location does not abut a public right-of-way and does not have direct access from such right-of-way, one (1) off-site, freestanding sign or banner not to exceed ninety-six (96) square feet shall be permitted for each entrance, provided there is only one such sign permitted per right-of-way, and such sign neither interferes with public safety nor is within the public right-of-way. Such sign shall not contribute to the four hundred (400) square foot signage allowance.
  - h. When a fireworks stand is located on a parcel (or adjoining parcels under unified ownership), which fronts on Interstate 55 (I-55), the placement of a maximum of two (2) tractor trailers bearing signage on their sides shall be permitted on such parcel(s) as it fronts on I-55, provided the trailers do not interfere with public safety and are not within any public right-of-way. Such sign-bearing trailers shall not contribute to the four hundred (400) square foot signage allowance.
  - i. Signage shall not be erected more than one week before the authorized sales period commences, subject to the granting of a Fireworks Permit, and shall be removed within one day following its cessation.
14. Persons under fourteen (14) years of age shall not be employed upon the premises. If any person under eighteen (18) years of age is employed at a location selling fireworks, the location shall be supervised by at least one (1) person over the age of twenty-one (21).
15. No sales of fireworks shall be made to any person under eighteen (18) years of age.
16. Licensees shall not permit smoking or any type of open flames upon the premises and shall prominently post at least two (2) signs prohibiting smoking in letters not less than four (4) inches in height on a contrasting background on all four (4) sides of said stands or tents.
17. Licensees shall not permit debris, wrappers or papers to accumulate on the premises and dumpsters shall be emptied as necessary to maintain the premises in a clean and orderly manner.

18. Licensees and employees shall not attract customers by means of flagging of vehicles or engage in any activity which obstructs or interferes with the free flow of traffic upon any street or highway.

- I. All items permitted under Chapter 320, RSMo., except those classified as "1.4G UN0336 Consumer Fireworks" by the United States Department of Transportation, may be sold without acquiring a "fireworks stand" license.
- J. Any license granted hereunder may be suspended and all sales prohibited by the City Clerk and/or his/her designee upon violation of any of the provisions listed in this Section which pose a danger to the public or if any ordinance violation remains uncorrected for twenty-four (24) hours after the licensee has been given notice to correct a violation by the City. If a written request is delivered to the office of the City Administrator within ten (10) days of the suspension, a hearing shall be held within ten (10) days of the receipt of such written request by the City Administrator to determine the existence of the violation and the appropriateness of the suspension. The City Administrator's determination shall be final. Any licensee whose license has been suspended and does not request a hearing before the City Administrator, or whose suspension is upheld by the City Administrator, shall not be licensed in the next succeeding year for fireworks sales.

**Section 215.2240 Forfeiture or Termination, Penalty.**

The discovery of non-compliance with any requirement of this Article after the issuance of a license may result in the forfeiture or termination of a license and serve as grounds for either denial of a future permit and prosecution under applicable city ordinances, or both.

**Section 215.2250 Exempt from Article**

- A. Nothing in this Article shall be construed as applying to manufacture, storage, sale or use of signals necessary for safe operation of railroads or other classes of public or private transportation nor applying to the military forces of the United States or this State, or to Peace Officers, nor as prohibiting the sale of blank cartridges for ceremonial, or theatrical, or athletic events or agricultural purposes.

**Section 215.2260 through Section 215.2350. (Reserved)"**

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

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

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

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

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

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

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

RESOLUTION NO. 21-11

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH ACTION LANDSCAPING FOR CODE  
ENFORCEMENT GRASS CUTTING SERVICES FOR 2021-2022  
SEASON

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BE IT RESOLVED. By the Council of the City of Arnold, Missouri that the Community Development Department, is hereby authorized to accept the grass cutting bid from Action Landscaping for code enforcement grass cutting services for the 2021-2022 season.

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

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

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

ATTEST:

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

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



2858 Seckman Road  
 Imperial, MO 63052  
 Phone 636.296.7469  
 Fax 636.287.8833

**3/1/2021  
 2021-2022 LAWN CUTTING SEASON  
 PROPOSAL SUBMITTED TO:**

City of Arnold Health Dept.  
 2912 Arnold Tenbrook Rd.  
 Arnold, Mo 63010  
 Attn: Jeff Preis 636-282-2387

**ACTION LANDSCAPING, INC. PROPOSES TO FURNISH MATERIALS, LABOR, AND EQUIPMENT  
 NECESSARY FOR LAWN SERVICE FOR THE COMING SEASON FOR THE PROPERTY ABOVE AS  
 FOLLOWS:**

Grass cutting for city weed control ordinance for 2021. Pricing as follows:

	<u>8"</u>	<u>12"</u>	<u>18"</u>	<u>24"</u>
Small property 0-5,000 SF	\$50	\$70	\$100	\$115
Medium property 5,000 to 8,000 SF	\$65	\$85	\$115	\$130
Large property 8,000 to 10,000 SF	\$80	\$100	\$130	\$145
Property 10,000 sf to 15,000 SF	\$95	\$115	\$145	\$160
Property 15,000 sf to 30,000 SF	\$135	\$155	\$185	\$200
Property 30,000 sf to 43,560 SF(1ac)	\$160	\$180	\$210	\$225
Property exceeding 43,560 SF(1ac)	please request bid			

- \*\* Over 24" call for pricing---1-Laborer and weed eater \$50 per hour
- \*\* Price to move debris is \$144 per hour for crew of 3 for hand carryable items only.
- \*\* Track machine and brush hog \$105/ per hour for heavy items or super tall grass.

Action Landscaping, Inc. has all necessary insurance and maintains City of Arnold Business License.

**Business References:**

Anheuser Busch-Inbev Metal Container Corp. 30 years  
 Browning Arms on Tenbrook Rd.

**PAYMENT TERMS** Lawn service accounts are billed monthly with terms of net 30 from date of service for all open "accounts". A service charge of 1.5% will be charged for all past due accounts. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control; such as extreme weather. We are as careful as possible.. Action Landscaping, Inc. carries liability and workman's compensation insurance on all employees. We are also licensed by the State Department of Agriculture.

**ACCEPTANCE OF PROPOSAL** Action Landscaping, Inc. is hereby authorized to furnish all material, equipment, and labor necessary to complete the work described above, for which the undersigned is a lawful representative of the company for which the work is being done. This proposal expires 30 days from origination.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



# City of Arnold

Ron Counts, Mayor

## **Code Enforcement Grass Cutting Bids**

Notice is hereby given that sealed bids for **Code Enforcement Grass Cutting** will be received by the City Clerk at Arnold City Hall, 2101 Jeffco Blvd., Arnold, Missouri 63010, until **10:00 a.m., Tuesday, March 9, 2021**, at which time the bids will be publicly opened and read. **Bids received after this time will not be accepted.** Grass cutting services are for properties that are in violation of the City weed ordinance. **Violation properties can have the potential of having grass, weeds, and overgrowth in excess of 5 (five) feet along with trash and debris mixed in.**

Specifications and bid documents are available for pickup on or after Friday, February 12, 2021 at Arnold City Hall, 2101 Jeffco Blvd., Arnold, MO, or by calling the City Clerk's office at 636-296-2100 ext. 4 for electronic delivery. Any questions regarding bid specifications should be addressed to Jeff Preis, Animal/Vector Control Officer at 636-282-2387.

All bids must be submitted, **in duplicate**, in a sealed envelope and delivered to the City Clerk at 2101 Jeffco Blvd. Arnold, Mo. 63010, with **"Grass Cutting"** written in the lower left-hand corner. The City of Arnold hereby reserves the right to reject any or all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be in the best interest of the City of Arnold.

By Order of  
Tammi Casey, City Clerk

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**City Hall**  
2101 Jeffco Blvd.  
Arnold MO 63010  
636/296-2100

**Parks and Recreation**  
1695 Missouri State Rd.  
Arnold, MO 63010  
636/282-2380

**Public Works**  
2900 Arnold Tenbrook Rd.  
Arnold, MO 63010  
636/282-2386

**City of Arnold  
Request for Bids  
Code Enforcement Grass Cutting**

The City of Arnold Health Department is soliciting bids for code enforcement grass cutting services for cutting properties that are in violation of the City weed ordinance. The requirements are as follows:

- 1) Must be available to cut the violation property within 1-2 days of notification, weather permitting.
- 2) Must submit a bill to the City of Arnold Health Department 2912 Arnold Tenbrook Rd. Arnold, Mo. 63010 for each property cut with address of property listed on each bill within one (1) week of cutting. Each property cut is a separate bill. The City of Arnold will make payment within thirty (30) days after billing is submitted.
- 3) Must have and maintain a current City of Arnold business license.
- 4) Must complete a Hold Harmless Agreement and maintain commercial general liability insurance with a minimum limit of \$2,000,000 each occurrence/\$4,000,000 general aggregate written on an occurrence basis and Worker's Compensation at the required statutory coverage. The City of Arnold must be listed as additionally insured on the Insurance Certificate and include a CG 20 10 endorsement. Proof of insurance will need to be presented at the beginning of each contract year.
- 5) Pricing is to be for Small property 0-5,000 sq ft; Medium property 5,000-8,000 sq ft; Large property 8,000-10,000 sq ft; Property up to 1 acre; Property exceeding 1 acre. All prices are to be per cut.
- 6) If authorized by City, specify at what grass/weeds height would trigger an increase of price and how much of an increase.
- 7) If grass cutting contractor has to move debris out of the way to cut, specify how much of an additional cost this would be, if approved by City. Examples are, but not limited to, bags of trash, limbs, etc.
- 8) If contractor and City agree, a property is unable to be mowed with a traditional mower due to height and debris, specify cost of property being cut with string trimmer or heavier equipment.
- 9) Submit at least three (3) business references that we may contact for whom you have cut grass for in the past.
- 10) This contract and rates submitted are for a two (2) year period, the 2021 and 2022 grass-cutting seasons. Either party may terminate the contract with 30 days written notice.
- 11) Any questions on this bid may be directed to Jeff Preis, Animal/Vector Control Officer, at (636) 282-2387.

The winning bid will be based on lowest and best pricing and services. The City of Arnold hereby reserves the right to reject any or all bids, to waive any informality in the bids received, and to accept the bid that in its judgment will be for the best interest of the City of Arnold, Missouri. If additional sheets of paper are needed, please attach to document. Additional sheets need to be legible.

Two copies of each bid form must be submitted in a sealed envelope clearly marked "**Grass Cutting**" in the lower left hand corner by 10:00 a.m., Tuesday, March 9, 2021 to the City Clerk, 2101 Jeffco Blvd. Arnold, Mo. 63010.

Code Enforcement Grass Cutting  
Bid Form

Please fill out this cost response form so that the City may accurately compare different bids without having to interpret vendor's cost presentations. If desired, attach additional cost data, including itemizations.

Company Name: ACTION LANDSCAPING INC.

Date: 3-1-2021

City of Arnold  
2101 Jeffco Boulevard  
Arnold, Missouri 63010

In accordance with the advertisement inviting Bids for Code Enforcement Grass Cutting for City of Arnold, Missouri, subject to the conditions and requirements of the RFB Specifications including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, hereto attached, which so far as they relate to the Bid, are made a part of it, the undersigned herewith proposes to begin the specified work within ten (10) days after receipt of notice to proceed, for the following unit prices:

SEE ATTACHED

**Code Enforcement Grass Cutting Services**

<u>Description</u>	<u>Lot Size</u>	<u>Cost per cut</u>
Small property	0 – 5,000 sq ft	_____
Height triggering an increase	_____	_____
Medium property	5,000 – 8,000 sq ft	_____
Height triggering an increase	_____	_____
Large property	8,000 – 10,000 sq ft	_____
Height triggering an increase	_____	_____
Property	up to one (1) acre	_____
Height triggering an increase	_____	_____
Property	over one (1) acre	_____
Height triggering an increase	_____	_____
Moving debris out of the way to be able to cut (examples are bags of trash, limbs, etc.)		_____



Heavier equipment (string trimmers, brush hog or other equipment)

Type \_\_\_\_\_

\_\_\_\_\_

Type \_\_\_\_\_

\_\_\_\_\_

Type \_\_\_\_\_

\_\_\_\_\_

SIGNATURES ON NEXT PAGE

The Undersigned understands that items incidental to the project including but not limited to any cleaning and sweeping and final cleanup are included in the above unit costs.

The undersigned has examined the Specifications for, and the location of, the project and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

NAME OF BUSINESS ACTION LANDSCAPING, INC.

(If an Individual)  
SIGNATURE OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

(If Co-Partnership)  
FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

(If a Corporation)  
CORPORATE NAME ACTION LANDSCAPING INC.

SIGNATURE [Signature]

BUSINESS ADDRESS 2858 Seckman Rd.

TELEPHONE NO. 636-296-7469

## Hold Harmless Agreement

To the fullest extent permitted by law, Action Landscaping Inc agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers and employees from and against all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of \_\_\_\_\_, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

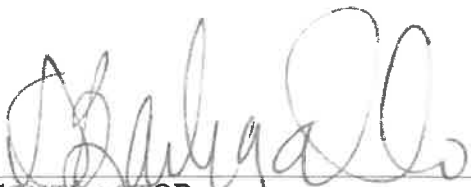
Action Landscaping Inc shall purchase and maintain the following insurance, at Action Landscaping Inc's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

\_\_\_\_\_ shall make CITY an additional insured on each policy of insurance that \_\_\_\_\_ is required to maintain. Similarly, \_\_\_\_\_ shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insured as required of \_\_\_\_\_. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by \_\_\_\_\_ and subcontractors is primary. CITY reserves the right to selectively trigger any one or more insurance policies

that afford CITY coverage, whether as a named insured or as an additional insured.  
\_\_\_\_\_ agrees that CITY shall be provided at least sixty (60)  
days advance written notice of any cancellation or rescission of any policy that  
\_\_\_\_\_ or any of its subcontractors or suppliers is required  
to maintain under the contract documents. Prior to commencing work,  
\_\_\_\_\_ shall provide CITY certificates of insurance and  
endorsements evidencing the required coverage. CITY's receipt or review of any  
certificate of insurance reflecting that \_\_\_\_\_ or one of its  
subcontractors or suppliers has failed or may have failed to comply with any insurance  
requirement shall not constitute a waiver of any of CITY's insurance rights under the  
contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a  
defense based on the doctrines of sovereign immunity, official immunity or any other  
immunity available under law.

  
\_\_\_\_\_  
CONTRACTOR  
  
3/1/2021  
\_\_\_\_\_  
DATE

RESOLUTION NO. 21-12

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH CROWN LIFT TRUCKS INCORPORATED OF ST. LOUIS,  
MISSOURI, FOR THE ACQUISITION OF A THIRTY-SIX VOLT, BATTERY  
POWERED, STANDUP, COUNTERBALANCE FORK LIFT**

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into an agreement with Crown Lift Trucks located at 9388 Dielman Industrial Drive, Olivette, Missouri for the purchase of battery powered, standup, counterbalance fork lift.

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

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

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

ATTEST:

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

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



**Crown Lift Trucks**  
9388 Dielman Industrial Drive  
Olivette, MO 63132  
3145692100  
crown.com

**Quotation**  
**Arnold City Hall**  
2101 Jeffco Blvd.  
Arnold, MO 63010

Dickie Brown

**March 12, 2021**  
**Quote No. SAP 237183**

Crown Lift Trucks is pleased to present this proposal for you to meet your company's specific material handling solution needs.

## Specifications

### **Crown Pre-Owned Equipment, RC Series, Stand-Up Counterbalanced Truck**

<b>Chassis</b>	RC
<b>Capacity</b>	3,000 lbs.
<b>Mast</b>	Triple Telescopic LH 190.0" FLH 32.2" OAH-C 83.3" OAH-EX 238.0"
<b>Sideshifter</b>	Cascade Hang-On
<b>Power Source Type</b>	Lead Acid
<b>Maximum Battery Size</b>	Code D4 - 38.56" x 18.13" x 31.00"
<b>Hydraulics</b>	Single Function - Low Pressure
<b>Warranty</b>	90 Day Coverage on All Major Components, Parts and Labor. 30 Days Coverage on Wearable Components

### **(1) VForce Tubular LM Battery**

Model: RC 5535-30 (18-125VTA-15)  
Voltage: 36 Volts  
Amp Hour Capacity: 875  
Battery Description: 36V 875AH 38.31x17.86x30.5





**Crown Lift Trucks**  
 9388 Dielman Industrial Drive  
 Olivette, MO 63132  
 3145692100  
 crown.com

**Quotation**  
**March 12, 2021**  
**Quote No. SAP 237183**  
**Arnold City Hall**

**Pricing Information**

---

	<u>Price Each</u>	<u>Extended</u>
(1) <b>RC5535-30</b> SN 1A402671 Hours: 7250 Year: 2013 New V-Force (18-125VTA-15) 36V Battery Used Single Phase Charger	<b>\$ 18,000.00</b>	<b>\$ 18,000.00</b>

**Total Package Price:** **\$ 18,000.00** (Tax and Freight not included in price)

\*Finance options offered above are based on rates in effect as of the date of this quotation. All transactions are subject to rate and credit approval by the applicable lending institution at the date of acceptance.

\*If your company chooses to lease through Crown Credit, our terms are net 30 days from invoice date. Please make sure PO's are made out appropriately to reflect this.

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Subject to acceptance by buyer and seller within 30 days from the date hereof and only in accordance with the terms and conditions printed which form a part of this quotation.

Prices quoted are based upon quantities specified above. If **Arnold City Hall** cannot accept merchandise at the time of shipment from our supplier, **Arnold City Hall** will be invoiced and normal terms will apply.

**Above prices are subject to all state and local taxes.**  
 All orders are subject to acceptance by Crown  
**FOB: Factory Terms: NET 10 DAYS.**

Thank You. We hope we can be of service to you.

Crown Lift Trucks

\_\_\_\_\_  
 Michael Nahlik  
 CSS

By \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

- 1. OSHA Regulations.** Employers of operators of lift trucks are required to follow applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon request.
- 2. Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
- 3. General.** The terms and conditions on both sides of this form shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Crown shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance of or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.
- 4. Price.** Prices as quoted are in U.S. dollars and are firm for thirty (30) days from the date of Crown's Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. Carrier's equipment at our factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
- 5. Surcharges.** Notwithstanding anything in these Terms and Conditions to the contrary, Crown reserves the right, at the time of order, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. If Buyer does not agree to pay such surcharge, Crown reserves the right to cancel the applicable order.
- 6. Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
- 7. Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
- 8. Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
- 9. Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
- 10. Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
- 11. Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
- 12. Warranty by Crown.** Crown's standard published warranties in effect at the time of shipment for the particular equipment shall apply. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 13. Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations under this agreement, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS UNDER THE AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.

Any cause of action against Crown arising out of this agreement must be brought within one year after the cause of action has accrued.  
NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THE SALES AGREEMENT WITH BUYER, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE THEREOF.
- 14. Patent, Trademark or Copyright Infringement.** Crown warrants that the equipment purchased hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided, however, that where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer, Buyer shall indemnify Crown against and save harmless Crown from all loss, damage, and expense arising out of any suit or claim against Crown for infringement of any patent, trademark, or copyright because of Crown's manufacture of such equipment or because of the use or sale of such equipment by any person. At Crown's option, upon receipt from Crown of written notice of any such suit or claim, Buyer shall appear in and assume the defense of the litigation.
- 15. Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth.

Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
- 16. Termination.** Crown may terminate this agreement upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part contained in this agreement or to perform any of its obligations under this agreement, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, whether or not accepted by Crown, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
- 17. Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
- 18. Government Contract Conditions.** If Buyer's purchase order contains a U.S. government contract number and orders products to be used in the performance of the contract, those clauses of applicable U.S. government procurement regulations mandatorily required by federal statute to be included in U.S. government subcontracts shall be incorporated herein by reference.
- 19. Modifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses incurred thereby, whether in contract, tort, or otherwise resulting from such failure.
- 20. Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. This agreement shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. This agreement supersedes all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Buyer unless Buyer agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.
- 21. Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.