

City of Arnold, Missouri

**Public Hearing
Council Chamber**

**March 21, 2019
7:00 p.m.**

- A. The Enclave at Strawberry Ridge (Record Plat)
-

City Council

Immediately Following the Public Hearing

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Tim Seidenstricker – Ward 2 Councilman
3. Roll Call:
4. Business from the Floor:
Note: Tammy Alsop from Hochschild, Bloom & Co. Concerning the Audit Results.
5. Consent Agenda:
 - A. Regular Minutes **February 21, 2019**
 - B. Payroll Warrant **#1311 in the Amount of \$308,306.02**
Payroll Warrant **#1312 in the Amount of \$289,630.78**
 - C. General Warrant **#5733 in the Amount of \$778,204.97**
General Warrant **#5734 in the Amount of \$514,113.26**
6. Ordinances:
 - A. **Bill No. 2728:** An Ordinance Approving a Record Plat Titled “The Enclave at Strawberry Ridge”.
7. Resolutions:
 - A. **Resolution No. 19-18:** A Resolution Supporting Missouri House Bill 581 and Senate Bill 114 that Adjust the Fees that Local Motor Vehicle Registration Offices are Allowed to Charge.
 - B. **Resolution No.19-15:** A Resolution Authorizing the Mayor to Enter Into an Agreement with Action Landscaping for Code Enforcement Grass Cutting Services for 2019-2020 Season.

- B. **Resolution No. 19-16:** A Resolution Authorizing the Release of Easement.
- C. **Resolution No. 19-17:** A Resolution Approving a Proposal from Johnson Consulting for a Convention Center Study.
- D. **Resolution No. 19-19:** A Resolution Ratifying the City Administrator's Emergency Approval of a Contract with Kozeny-Wagner for the Repair of A Damaged Exterior Wall.
- E. **Resolution No. 19-20:** A Resolution Approving a New Full Time Building Inspector Position and Increasing the Part Time Court Clerk to Full Time.

8. Motion:

- A. A Motion to Approve the Fireworks Display for the Annual Block Party to be Held on May 10th, 2019 at St. John's Lutheran Church 3517 Jeffco Blvd.
- B. A Motion to Approve the Fireworks Display for the Picnic at Immaculate Conception Church 2300 Church Road on May 18, 2019.
- C. 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).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

Next Regular City Council Meeting April 4, 2019 @ 7:00 p.m.
Next Work Session April 11, 2019 at 7:00 p.m.

Mayor Ron Counts called the meeting to order at 7:01 p.m.

The Pledge of Allegiance was recited.

Next Gen. Pastor Jason Ervin from First Baptist Church offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Fleischmann (excused), Hood, Sullivan, Cooley, Fulbright, Seidenstricker, McArthur, Plunk, Richison, Bookless, Lehmann, Sweeney, Brown, Kroupa (arrived at 7:15 p.m.), Chief Shockey.

PRESENTATION

Mayor Counts presented the following employees with service awards.

5 Years: Bryan Richison, Ann Holtmann, Judy Greffet, Julie Berry, Jeremy Clouse, Joshua Crites, Traci Doutre

10 Years: Larry Adkins, David Lorella, Daniel Dougherty, Matthew Stivers

15 Years: Christie Hull-Bettale, Danny Gierer, Clinton Wooldridge

20 Years: Joseph DeRode, Thomas Leassner

30 Years: Chief Robert Shockey, Curtis Ruffin

BUSINESS FROM THE FLOOR

NONE

CONSENT AGENDA

A. MINUTES FROM FEBRUARY 7, 2019 MEETING

B. PAYROLL WARRANT NO. 1310 IN THE AMOUNT OF \$284,482.20

C. GENERAL WARRANT NO. 5732 IN THE AMOUNT OF \$302,685.26

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

Seconded by Vern Sullivan. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, yes; Plunk, yes;

7 Yeas: **Consent agenda approved.**

ORDINANCES

BILL NO. 2726 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MO. AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES (TEMPORARY STRUCTURES, TRAILERS, NONCONFORMITIES) was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, yes; Plunk, yes; 7 Yeas: **Ordinance passed.**

Before the first reading of Bill 2727 Bryan Richison explained to council that this Bill was already approved at the January 17th meeting, however the website used to obtain the dates for this year's tax holiday was incorrect. Missouri Department of Revenue discovered the error on the website and called to ask that we re-issue the Ordinance with corrected dates.

BILL NO. 2727 – AN ORDINANCE ALLOWING THE “2019 SHOW-ME GREEN SALES TAX HOLIDAY” TO APPLY TO THE LOCAL SALES TAX OF THE CITY OF ARNOLD BETWEEN APRIL 19 AND APRIL 25, 2019 was read by City Clerk Tammi Casey. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, yes; Plunk, yes; 7 Yeas: **Ordinance passed.**

Dan Kroupa arrived at 7:15 p.m.

RESOLUTIONS

RESOLUTION NO. 19-09 – A RESOLUTION APPOINTING VARIOUS INDIVIDUALS TO SERVE ON DIFFERENT BOARDS WITH DIFFERENT EXPIRATION DATES

Chief Shockey stated there was a scrivener's error on Resolution No. 19-09. Clinton Wooldridge, who is being re-appointed to the Police Pension Board, is a Lieutenant not a Sergeant, as listed on the Resolution. This error will be corrected.

Mark Hood made a motion and so moved to approve Resolution No. 19-09.

Seconded by Tim Seidenstricker. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, yes; Plunk, yes; 7 Yeas: **Resolution approved.**

RESOLUTION NO. 19-10 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EUREKA FOR POLICE CANINE TRAINING

Gary Plunk made a motion and so moved to approve Resolution No. 19-10.
Seconded by Mark Hood. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, yes; Plunk, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO. 19-11 – A RESOLUTION OF OFFICIAL INTENT OF THE CITY OF ARNOLD, MO TOWARD THE ISSUANCE OF INDUSTRIAL REVENUE BONDS TO FINANCE AN INDUSTRIAL DEVELOPMENT PROJECT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO

Jason Fulbright made a motion and so moved to approve Resolution No. 19-11.
Seconded by Butch Cooley. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, no; Plunk, yes; 6 Yeas, 1 Nay: **Resolution passed.**

RESOLUTION NO. 19-12 – A RESOLUTION APPROVING THE PURCHASE OF THE BUDGETING MODULE FOR THE OPENGOV FINANCIAL SYSTEM

Vern Sullivan made a motion and so moved to approve Resolution No. 19-12.
Seconded by Gary Plunk. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, yes; Plunk, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO. 19-13 – A RESOLUTION OPPOSING ANY STATEWIDE VOTE OF LEGISLATIVE MANDATE ON GOVERNMENTAL REORGANIZATION REGARDING THE CITY OF ST. LOUIS AND ST. LOUIS COUNTY AND THE MUNICIPALITIES THEREIN

Gary Plunk made a motion and so moved to approve Resolution No. 19-13.
Seconded by Jason Fulbright. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, yes; Plunk, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO. 19-14 – A RESOLUTION APPROVING THE USE OF AT&T'S FIRSTNET WIRELESS NETWORK

Jason Fulbright made a motion and so moved to approve Resolution No. 19-14.
Seconded by Mark Hood. Roll call vote: Fleischmann, (excused); Hood, Yes; Sullivan, yes; Cooley, yes; Fulbright, yes; Seidenstricker, yes; McArthur, yes; Plunk, yes; 7 Yeas: **Resolution passed.**

MOTIONS

NONE

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Thanked Public Works for the great job they did clearing the streets during the last snow storm.

Gary Plunk, Ward 4 – Informed council that he attended the MML Conference last week and encourages other council members to attend next year.

Butch Cooley, Ward 4 – Echoed the Mayor's comments regarding the work done by Public Works during the last snow storm.

Mark Hood, Ward 3 – Encouraged everyone to attend the Mayor's Summit being held next Tuesday at the Fox School District's Service Center.

Jason Fulbright, Ward 1 – Informed council and Mayor that the Ad-Hoc Committee for street projects met with staff this week. They are working on a 5 and 10 year plan.

ADMINISTRATIVE REPORTS

Bryan Richison – Also encouraged everyone to attend next week's Mayor's Summit. Mr. Richison informed council that he has received bids to repair the front wall of City Hall that was damaged from a car running through it. The bids range from \$25,000 to \$30,000. Mr. Richison has given verbal authority for Kozeny Wagner to begin. The contract will be brought to council for retroactive approval as soon as it is received. The work needed to begin as soon as possible and as an emergency purchase to prevent any further damage to the building.


Chief Shockey – Informed council that there will be a Backstoppers Fundraiser in Festus on March 9th with some of the proceeds going to Officer O'Connor. Chief Shockey also thanked the City for the watch he received as his 30 year service award and stated it has been an honor to work for Arnold and to be given the opportunity to run the best police department in the area.

5
Regular Meeting
February 21, 2019

A motion to adjourn the meeting was made by Vern Sullivan. Seconded by Gary Plunk.

Voice vote: All yeas.

Meeting adjourned at 7:43 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

Draft

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR SESSION

DATE: 2/21/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO 2726	BILL NO 2727	RESOLUTION NO 19-09	RESOLUTION NO 19-10
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	EJ FLEISCHMANN	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	TIM SEIDENSTRICKER	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DICKIE BROWN			PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	-			
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:	DAN KROUPA			PRESENT
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.	CHIEF SHOCKEY			PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

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

A. A CITY-INITIATED REQUEST TO AMEND CHAPTER 405 ZONING OF THE CODE OF ORDINANCES TO MODIFY DEFINITIONS AND REGULATIONS RELATED TO TEMPORARY STRUCTURES, TRAILERS AND THE NON-CONFORMITIES

David Bookless informed council that the City has received a number of complaints about semitrailers, trailers and shipping containers being used in commercial districts for storage. While the City allows "holiday seasonal storage" we have found them being used for long-term storage on a number of commercially zoned properties. Therefore, staff believes the issue can be best resolved by making a number of changes to the Code, those if which are attached hereto and made part of this record. The Planning Commission, at its January 22, 2019 meeting, by a vote of 9-0, recommend approval of the proposed changes to the Code.

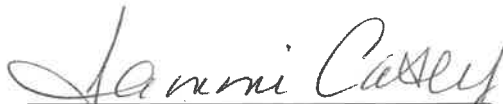
PUBLIC COMMENTS

NONE

COUNCIL COMMENTS

NONE

The Public Hearing ended at 7:01 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

**PUBLIC HEARING
COUNCIL CHAMBERS 2101 JEFFCO BLVD.**

**February 21, 2019
7:00 P.M.**

The Public Hearing was called to order by Tammi Casey made note of those in attendance: Fulbright, Seidenstricker, McArthur, Plunk Brown and Chief Shockey.

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**A. A CITY-INITIATED REQUEST
THE CODE OF ORDINANCES
REGULATIONS RELATED TO
TRAILERS AND THE NON-CON**

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Tammi

David Bookless informed council that the City staff believes the issue can be best resolved by making a number of changes to the Code, those if which are attached hereto and made part of this record. The Planning Commission, at its January 22, 2019 meeting, by a vote of 9-0, recommend approval of the proposed changes to the Code.

PUBLIC COMMENTS

NONE

COUNCIL COMMENTS

NONE

The Public Hearing ended at 7:01 p.m.

Tammi Casey
City Clerk Tammi Casey, CMC/MRCC-C



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

APPLICATION #: 2018-40
APPLICATION NAME: Application to Amend Municipal Code Chapter 405 (Zoning) - Trailers
APPLICANT: City of Arnold

REQUEST: A City-initiated request to amend Chapter 405, Zoning, of the Code of Ordinances to modify definitions and regulations related to trailers and the non-conforming uses of buildings, structures, or land.

MEETING DATE: January 8, 2019
REPORT DATE: January 2, 2019
CASE MANAGER: David B. Bookless, AICP

RECOMMENDATION: APPROVAL



CITY COUNCIL

AGENDA ITEM STAFF REPORT

MEETING DATE:	February 7, 2019
TITLE:	Temporary Structures, Trailers, Nonconformities (Text Amendment)
DEPARTMENT:	Community Development
PROJECT MANAGER:	David B. Bookless, Community Development Director
REQUESTED ACTION:	Ordinance approval
ATTACHMENTS:	(1) Staff Report to Planning Commission; (2) Staff Memo to the Planning Commission (3) Draft Planning Commission Meeting Minutes (4) Draft Ordinance

EXECUTIVE SUMMARY:

A City-initiated request to amend Chapter 405, Zoning, of the Code of Ordinances to modify definitions and regulations related to temporary structures, trailers, and the non-conformities.

REVIEW & ANALYSIS:

The City has received a number of complaints about semitrailers, trailers, and shipping containers being used in commercial districts as though they were storage structures. The City had previously recognized the problem, and in 2017, adopted regulations allowing trailers for “holiday seasonal storage” in commercial districts with the belief that by making them permissible under specific circumstances that they were otherwise not allowed. However, the City has found semitrailers, etc. being used for long-term storage on a number of commercially zoned properties, issued citations for their removal, and found enforcement through the Court system to be problematic due to a lack of clarity in the ordinance language. Therefore, Staff is proposing additional changes to the Zoning Ordinance to make very clear what is not allowed and how to deal with pre-existing nonconformities.

Staff presented, and the Planning Commission reviewed, the proposed amendments at their January 8, 2019 meeting and the Commission offered comments. At the Commission’s January 22, 2019 meeting, Staff presented revisions to the proposed amendment.

RECOMMENDATION:

At their January 22nd meeting, the Planning Commission, by a vote of 9 to 0, voted to recommend approval of the proposed text amendments to the Zoning Ordinance contained in the attached draft.

REPORT TO PLANNING COMMISSION

CITY OF ARNOLD



They are also referenced as being an item that could be present under the definition of a "salvage yard." "House trailers," otherwise known as "mobile homes" or "manufactured homes" are defined and regulated separately.

Section 405.100 "FP" Floodplain mentions trailers relative to the need for docks and boat ramps needing sufficient parking area for "motor vehicles, trailers, and trucks associated with boating activity".

The only other explicit references to trailers is Section 405.760 Supplementary District Regulations, where it discusses "Temporary Structures." In this context, it directly refers to "construction trailers" and "trailers [used] for holiday storage." In both cases, there are specific standards that apply to their location, maintenance, and the duration for which they may be present.

While not mentioned directly, their presence is implied where the presence of trucks is allowed as it relates to the permitted uses in the particular zoning district (e.g. Truck terminals, loading docks, delivery, warehousing, used car sales, requirements for the provision of turning radii for truck movement, etc.).

Staff believes the issue can be best approached by making a number of changes to the Code , summarized as follows:

- The definition for trailer can be strengthened to make it clear that they are not buildings (i.e., structures).
- "Holiday seasonal storage" will continue to be permissible; however, this provision will be removed from the regulations governing "temporary structures" and relocated to a section speaking directly to trailers.
- Establish a section that prohibits the use of trailers for storage purposes with several exceptions, including "holiday seasonal storage," in manufacturing districts, etc.
- Revise the nonconforming uses section of the Zoning Ordinance to specifically reference trailers being used for storage purposes and provide an amortization period for the removal of pre-existing trailers.

Additionally, Staff has included a few other nonconformities to be covered under the amortization language, revised regulations related to non-conforming mobile homes that are not located on properties zoned "MHD" Mobile Home District, and new language addressing portable toilet facilities on job sites and at special events relative to their placement and maintenance.





REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

BACKGROUND

The City's Zoning Ordinance (Ord. No. 14.2) was adopted by the City Council on June 30, 1977. A number of amendments have been approved since that time with the most recent being on April 5, 2018. Even the best ordinances become out of date. Periodic revision is essential if the ordinances are to establish and maintain a rational land use pattern. Changes, however, should not be made in an arbitrary manner. Significant updates to the Zoning and Subdivision Ordinances are best undertaken following an update of the Comprehensive Plan. The rationale for this approach is that the Ordinances are the implementation tools of the Plan and should reflect its goals and policies. Nevertheless, clarification of information contained in the Zoning Ordinance may be appropriate at any time. Occasionally, unforeseen issues may need to be addressed on an ad hoc basis.

A major update to the Comprehensive Plan is anticipated to be completed, and a significant update of the Zoning Ordinances that may include significant policy or regulatory changes would likely follow. However, the purpose of this request is to provide clarification and consistency in interpretations of the Zoning Ordinance.

DISCUSSION/ANALYSIS

The City has received a number of complaints about semitrailers, trailers, and shipping containers being used in commercial districts as though they were storage structures. The City had previously recognized the problem, and in 2017, adopted regulations allowing trailers for "holiday seasonal storage" in commercial districts with the belief that by making them permissible under specific circumstances that they were otherwise not allowed.

However, the City has found semitrailers, etc. being used for long-term storage on a number of commercially zoned properties, issued citations for their removal, and found enforcement through the Court system to be problematic due to a lack of clarity in the ordinance language. A recently conducted survey of the City found approximately 20* such semitrailers, etc. present on five non-industrial properties in the City, many of which may have been in place for quite a few years. Therefore, Staff is proposing additional changes to the Zoning Ordinance to make very clear what is not allowed and how to deal with pre-existing nonconformities.

The Zoning Ordinance references "trailers" a limited number of times. "Trailers" are defined in Section 405.060 of the Zoning Ordinance as:

Any vehicle without motive power designed for carrying property or passengers on its own structure and for being drawn by a self-propelled vehicle, except those running exclusively on tracks, including a semitrailer or vehicle of the trailer type so designed and used in conjunction with a self-propelled vehicle that a considerable part of its own weight rests upon and is carried by the towing vehicle. The term "trailer" shall not include cotton trailers as defined in Subsection (8) of Section 301.010, RSMo., and shall not include manufactured homes as defined in Section 700.010, RSMo.

***NOTE: Staff's inventory was limited to areas visible from the street and publically accessible parking areas; and there for additional semitrailers, etc. may be present in the City.**



REPORT TO PLANNING COMMISSION CITY OF ARNOLD

FINDINGS AND RECOMMENDATION

SUCH AMENDMENT IS REQUIRED BY PUBLIC NECESSITY AND CONVENIENCE AND GENERAL WELFARE

The Community Development Director finds that the text amendments contained within application number 2018-40 are warranted by the public necessity and convenience to provide clarification in the enforcement of the Zoning Ordinance.

The Community Development Director finds that the text amendments contained within application number 2018-40 are warranted by the need to promote and protect the general welfare by protecting the economic and tax base of the City, preserving and enhancing the values of property owners and users, promoting the orderly and harmonious development and redevelopment of the City, preserving and promoting the character and stability of the City and its various residential and commercial neighborhoods, improving the appearance of the City, and promoting the best use and development of commercial land in accordance with the Comprehensive Plan.

RECOMMENDATION

The Director of Community Development finds that the proposed text amendments meet or exceed review criteria and further advances the intent of Chapter 405. Based on this finding the Director of Community Development requests favorable consideration of the draft amendments.

A handwritten signature in black ink that reads "D. B. Bookless".

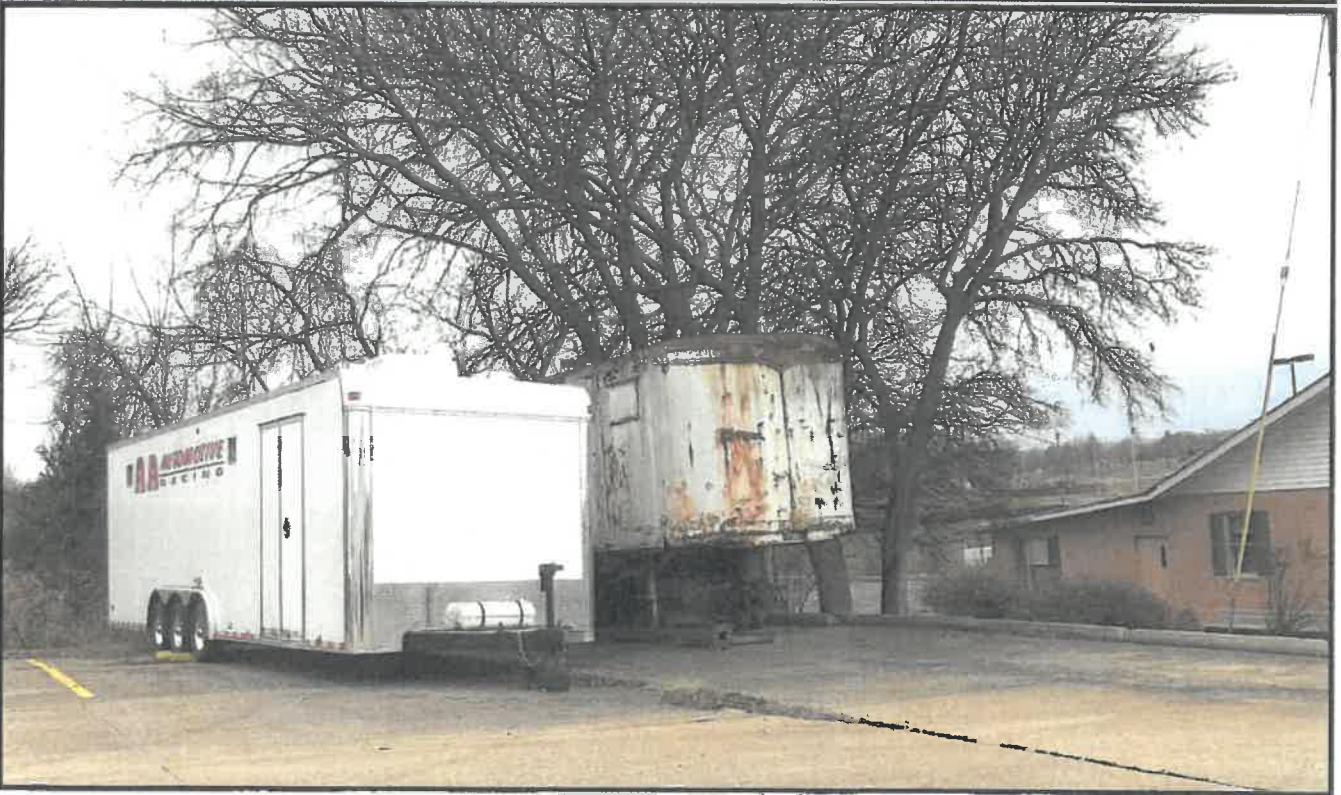
David B. Bookless, AICP
Community Development Director



ATTACHMENTS



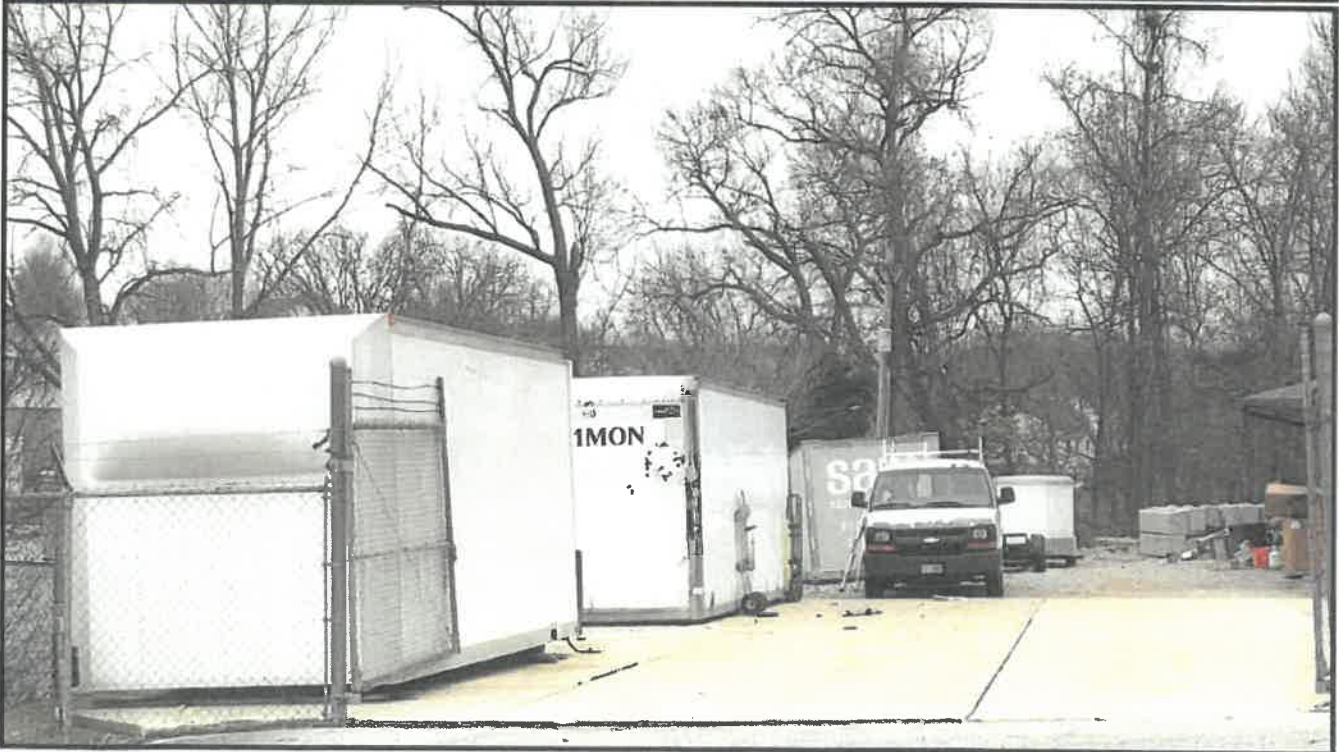
REPORT TO PLANNING COMMISSION CITY OF ARNOLD



TRAILERS BEING USED FOR STORAGE

Trailers

REPORT TO PLANNING COMMISSION
CITY OF ARNOLD



TRAILERS BEING USED FOR STORAGE



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD



TRAILERS BEING USED FOR STORAGE

Trailers

REPORT TO PLANNING COMMISSION

CITY OF ARNOLD



Proposed Amendments

Unchanged text in black

Additions are in blue underscored text

Deletions are in ~~red-strikethrough-text~~

CHAPTER 405 ZONING

Section 405.060 Definitions

TRAILER

Any vehicle without motive power designed for carrying property or passengers on its own structure and for being drawn by a self-propelled vehicle, except those running exclusively on tracks, including a semitrailer or vehicle of the trailer type so designed and used in conjunction with a self-propelled vehicle that a considerable part of its own weight rests upon and is carried by the towing vehicle, which does not meet Building Code requirements. A permanent foundation shall not change the character of a trailer unless the entire structure is erected in accordance with the City Building Code. The term "trailer" shall not include cotton trailers as defined in Subsection (8) of Section 301.010, RSMo., and shall not include manufactured homes as defined in Section 700.010, RSMo.

Section 405.760 Supplementary District Regulations.

R. Temporary Structures

1. Temporary structures constructed and placed on an individual parcel for thirty-one (31) or more days, whether cumulative or consecutively, per twelve-month period shall require a conditional use permit.
2. Temporary structures may not be constructed or placed on an individual parcel for more than one hundred eighty (180) days, whether cumulative or consecutively, per calendar year.
3. All temporary structures, regardless of duration, shall comply with the respective zone district regulation in which it is placed.
4. *Exception.* Recycle bins and clothing drop boxes for not-for-profit, tax-exempt charities and organizations, construction office trailers, and ~~trailers for holiday seasonal storage portable toilets.~~ However, these such recycle bins/clothing drop boxes, and construction office trailers must meet the setback requirements of the respective zone district.
5. Construction office trailers are governed by the following restrictions:
 - a. Meet applicable setbacks.
 - b. Exterior maintained with no rusting, dents, broken windows, etc.

DRAFT AMENDMENT LANGUAGE

2018-40 TEXT AMENDMENT



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

- c. The area around the construction trailer will be maintained by cutting grass and keeping free from litter.
- d. The construction trailer will be removed before an occupancy permit (temporary or permanent) is issued.

~~6. Trailers for holiday seasonal storage are governed by the following:~~

- ~~a. Applicable for all "C 2" and "C 3" Commercial Zone district properties.~~
- ~~b. A permit is applied for, showing the below information on a site plan, for review and approval by staff.~~
- ~~c. Trailer(s) may not be placed sooner than November 1 and removed no later than January 31.~~
- ~~d. Trailers may not be located in the right of way.~~
- ~~e. Trailers may not be placed in setbacks required for the zone district, required parking spaces, fire lanes, internal travel lanes, or prominent view from the right of way or access lanes.~~
- ~~f. The exterior of the trailers must be maintained with no rusting, dents or peeling paint.~~

6. Portable toilets are governed by the following restrictions:

- a. Portable toilets shall be provided when adequate toilet facilities are not provided on a site associated with a building or demolition permit or City-authorized special event.
- b. Portable toilets shall be located on the site and not on public property unless expressly authorized by the City when associated with a special event.
- c. Portable toilets shall be located a minimum of fifteen (15) feet from all curb lines, ten (10) feet from side property lines, and at such locations so as to limit public view. The doors to portable toilets shall not face any street or adjacent property line.
- d. Portable toilets shall be serviced at regular intervals to maintain sanitary conditions and minimize odors.
- e. Portable toilets shall be locked and secured from tipping over when no construction, demolition, or special event activity is present.

T. Use of vehicle or trailers for storage prohibited.

Neither vehicles (whether operable or inoperable) nor trailers (whether on or off axles) may be used as storage buildings. This shall apply to all vehicles and trailers, including commercial vehicles, recreational vehicles, panel vans, semi-trailers, railroad box-cars,

DRAFT AMENDMENT LANGUAGE—CONTINUED

Trailers

REPORT TO PLANNING COMMISSION

CITY OF ARNOLD



intermodal shipping containers, CONEX boxes, ISO containers, etc., except as follows:

1. Tractor and semi-trailers combinations (i.e. "Tractor-trailers) may be used for temporary storage (e.g. up to 3 months), for businesses located on the same property, where the property is zoned M-1, M-2, or M-3, or as explicitly authorized in property zoned C-4, subject to conditions contained in Section 405.760(T)(2), paragraphs b, c, d, e, f, g, h, and i, below.
2. Trailers, as referenced herein, may be utilized for seasonal storage on property zoned "C-2" or "C-3," or as explicitly authorized in property zoned C-4, between November 1 and January 31, subject to the following:
 - a. A permit must be submitted for review and approval by staff, prior to the placement of seasonal storage trailers, to include an application and support documentation delineating the location on the property where the trailers shall be located, all buildings and structures, drive lanes, parking areas, points of ingress/egress, and all information necessary to demonstrate compliance with this section, as directed by staff.
 - b. Trailers shall not be located in right-of-way, easements, internal drive aisles or roads, required yard setbacks, required parking spaces, fire lanes, in prominent view from rights-of-way or access lanes (i.e. the public viewshed), or so positioned to block access to utilities or public services (e.g., manholes, meters, fire hydrants, fire lanes, etc.).
 - c. The exterior of the trailers must be maintained with no rusting, dents or peeling paint.
 - d. Trailers shall be located on a hardened surface (e.g., concrete, asphalt).
 - e. Trailers shall be located directly on the ground (i.e., stacking of trailers shall not be permitted).
 - f. Trailers shall be prohibited from connecting to utility services, from tapping into the services of the primary facility (i.e., using extension cords to provide electricity, garden hoses to provide water, etc.), or from connecting to peripheral devices such as, but not limited to, air compressors, refrigeration/heating units, generators, etc.
 - g. Trailers shall be prohibited from storing perishable goods.
 - h. Trailers shall be prohibited from storing hazardous or dangerous materials (e.g., chemicals, solvents, propane, explosives, etc.), except when the applicant provides documentation from the appropriate governing authorities (e.g., Building Department, Fire, Police, EPA, MoDNR, etc.) that all required safety and security requirements have been met.
 - i. Failure to satisfy any of the requirements of this section shall be considered

DRAFT AMENDMENT LANGUAGE—CONTINUED

2018-40 TEXT AMENDMENT



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

a separate misdemeanor offense for each trailer where such offense has occurred and is punishable by a fine of two hundred dollars (\$200.00) per offense without further warnings or notices being issued. Each day that the offense(s) shall continue shall be considered a separate violation. For purposes of clarification, each trailer on a property which is in violation of this Section shall be a separate violation, and each day that such trailer remains in violation of this Section shall be a separate violation, such that the fine of two hundred dollars (\$200.00) shall apply per trailer per day.

Section 405.050 Non-Conforming Lots, Non-Conforming Uses of Land, Non-Conforming Structures, Non-Conforming Uses of Structures and Land, and Non-Conforming Characteristics of Use.

A. Intent. Within the districts established by this Chapter or amendments that may later be adopted there exist:

1. Lots,
2. Structures,
3. Uses of land and/or structures, and
4. Characteristics of use, which were lawful before this Chapter was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Chapter or future amendment. It is the intent of this Chapter to permit these non-conformities to continue, except as delineated herein, until they are removed, cease operation, or damaged beyond fifty percent (50%), but not to encourage their survival. It is further the intent of this Chapter that non-conformities shall not be enlarged upon, expanded, or extended, nor be used as grounds for additions, expansions of operations of the use, and/or adding other structures or uses prohibited elsewhere in the same district.

Non-conforming uses are declared by this Chapter to be incompatible with permitted, or in some situations, conditional uses in the districts involved. A non-conforming use of a structure, a non-conforming use of land, or a non-conforming use of structure and land in combination shall not be enlarged upon, expanded, or extended, nor be used as grounds for additions, expansions of operations of the use, and/or adding other structures or uses prohibited elsewhere in the same district after passage of this Chapter by attachment on a building or lands of additional signs intended to be seen from off the lands, or by the addition of other uses, of a nature which would be prohibited generally in the district involved.

To avoid undue hardship, nothing in this Chapter shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Chapter and upon which actual building construction has been

DRAFT AMENDMENT LANGUAGE—CONTINUED

Trailers

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carried on diligently. "Actual construction" is hereby defined to include the planning of construction materials in permanent position and fastened in a permanent manner.

5. The existence of any present nonconformity anywhere in the City shall not itself be considered grounds for the issuance of a variance for other property.

B. Non-Conforming Lots Of Record.

For purposes of this Chapter, the terms single ownership and same ownership shall be interchangeable, and shall refer to contiguous lots or parcels owned by single or multiple individuals, trusts, corporations, partnerships, or other parties of interest, and shall include contiguous lots or parcels owned by any combination of husband and/or wife, or other legal spousal relationships pursuant to State statute.

- A. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Chapter, notwithstanding limitations imposed by other provisions of this Chapter. Such lot must be in separate ownership and not of contiguous frontage with other lots in the same ownership, provided however, that if the said lot is of record in a subdivision of record as of the passage of this Chapter and if said subdivision of record has constructed residences upon seventy percent (70%) or more of its platted lots of record, then single-family residences may be constructed on each of said platted lots as non-conforming lots of record. This provision shall apply even though such lot fails to meet the requirement for area or width, or both, that are generally applicable in the district, provided that yard and dimensions and requirements other than these applying to area or width, or both, of lot shall conform to the regulations for the district in which such lot is located. Variance of yard requirements shall be obtained only through action of the Board of Adjustment.
- B. If two (2) or more lots or combination of lots and portions of lots with contiguous frontage in single ownership are of record at the time of passage or amendment of this Chapter, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Chapter, and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Chapter, nor shall any division of any parcel be made which created a lot with width or area below the requirements stated in this Chapter, provided however, that if the said lots or combinations of lots and portions of lots with contiguous frontage in single ownership are of record in a subdivision of record as of the passage of this Chapter and if said subdivision of record has constructed residences upon seventy percent (70%) or more of its platted lots of record, then platted lots in said subdivision shall be one (1) lot and not an undivided parcel.

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- C. **Non-Conforming Structures.** Where a lawful structure exists at the effective date of adoption or amendment of this Chapter that could not be built under the terms of this Chapter by reason of restrictions on area, lot coverage, height, yard, its location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
1. No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its nonconformity.
 2. Should such non-conforming structure or non-conforming portion of structure be destroyed by any means to an extent of more than fifty percent (50%) of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this Chapter.
 3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulation for the district in which it is located after it is moved.
- D. **Non-Conforming Uses Of Structures, Land, Or Structures And Lands In Combination.** If lawful use involving individual structures with a replacement cost of ten thousand dollars (\$10,000.00) or more, or of structure and lands in combination, exists at the effective date of adoption or amendment of this Chapter, that would not be allowed in the district under the terms of this Chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
1. No such non-conforming use shall be enlarged, expanded or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Chapter.
 2. No such non-conforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this Chapter.
 3. If any such non-conforming use of a structure, land or structure and land in combination ceases for any reason for a period of more than sixty (60) days (except when government action impeded access to the lands), any subsequent use of such structure, land or structure and land in combination shall conform to the regulations specified by this Chapter for the district in which such structure, land or structure and land in combination is located.
 4. No additional structure or structures shall be erected in connection with such nonconforming use of land.
 5. No existing structure devoted to a use not permitted by this Chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or

DRAFT AMENDMENT LANGUAGE—CONTINUED

Trailers

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structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.

6. If no structural alterations are made, any non-conforming use of a structure, land or structure and lands may as a special exception be changed to another non-conforming use provided that the Board of Adjustment, either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming use. In permitting such change, the Board of Adjustment may require appropriate conditions and safeguards in accordance with the provisions of this Chapter.
7. Any structure, land or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the non-conforming use may not thereafter be resumed.
8. Where non-conforming use status applies to a structure, land or structure and land in combination, removal or destruction of the structure shall eliminate the non-conforming status of the land. "Destruction," for the purpose of this Subsection, is defined as damage to an extent of more than fifty percent (50%) of the replacement cost at time of destruction.

E. Repairs And Maintenance.

1. On any non-conforming structure or portion of a structure containing a non-conforming use, work may be done in any period of twelve (12) consecutive months on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, to an extent not exceeding ten percent (10%) of the current replacement cost of the nonconforming structure or non-conforming portion of the structure as the case may be, provided that the cubic content existing when it became non-conforming shall not be increased.
2. If a non-conforming structure or portion of a structure containing a non-conforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired, or rebuilt except in conforming with the regulations of the district in which it is located.
3. Nothing in this Chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

- F. ~~Uses Under Conditional Use Permits Not~~ Non-Conforming Uses Which Otherwise Require A Conditional Use Permit. Any use which is permitted with a conditional use permit in a district under the terms of this Chapter (other than a change through Board of Adjustment action from a non-conforming use to another use not generally permitted in the district)

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shall ~~not~~ be deemed a non-conforming use in such district, ~~but shall without further action be considered a conforming use~~ and will be permitted to continue under the terms for non-conforming uses or until such time as a conditional use permit has been granted by the City under the terms contained in Section 405.870 Conditional Use Permits.

- G. **Non-Conforming Mobile Home Parks And Non-Conforming Mobile Homes.** All nonconforming mobile home parks and other non-conforming mobile homes lawfully existing at the effective date of the adoption of this Chapter, that would not be allowed in the zoning district or under the terms of this Chapter, may be continued so long as it remains otherwise lawful, subject to the following special provisions:
1. **Non-conforming mobile home parks within "MHD" Mobile Home Districts.** Mobile home parks located in "MHD" Mobile Home Districts that are non-conforming due to lot size, setback, or other such characteristics shall be subject to the following special provisions:
 - a. Shall not be expanded or modified except in conformance with the guidelines of the "MHD" Mobile Home District.
 - b. Non-conforming mobile home parks or parts thereof that are made to conform with the regulations of the "MHD" Mobile Home District shall thereafter be required to conform and shall not be altered to create a non-conforming use.
 - c. Any non-conforming mobile home park destroyed by any means to an extent of more than fifty percent (50%) of its reconstruction cost at the time of destruction including streets, pads and utilities shall not be reconstructed except in conformance with the provisions of the "MHD" Mobile Home District.
 - d. Notwithstanding other provisions of the "MHD" Mobile Home District regulations to the contrary, mobile home parks that are located within "MHD" Mobile Home Districts that existed at the time of adoption of this Chapter shall meet the following minimum requirements:
 - (1) Mobile homes shall not be located closer than ten (10) feet from any street right-of-way, road easement, or street that is located within the boundaries of the mobile home park. No mobile home shall be located closer than twenty (20) feet from any street right-of-way or road easement that is located outside the boundaries of the mobile home park.
 - (2) Mobile home pads may not be expanded and larger mobile homes may not be placed in the mobile home park.
 - (3) Mobile homes shall be located so that there is a clear space of not less than fifteen (15) feet between it and any other mobile home, building, or structure of any kind, except storage sheds not exceeding ten (10) feet by ten (10) feet in dimension or any required fencing. Any deck, carport, patio cover, or other

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Trailers

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appurtenance that is constructed of combustible material shall be considered to be a part of the mobile home and shall not be located closer than fifteen (15) feet from any other mobile home, building, or structure of any kind.

- (4) For the purposes of this Chapter, the above setback provisions shall be applied without regard to any internal side or rear property lines for lots that are platted within the mobile home park.
2. Non-conforming mobile home parks not located in a "MHD" Mobile Home District. All mobile home parks that are not located within "MHD" Mobile Home Districts are considered as non-conforming uses and as such are subject to the following special provisions:
- a. All mobile home parks or parts of mobile home parks that are not located within "MHD" Mobile Home Districts are prohibited from expanding upon the nonconforming use by adding additional pads, lots, or other facilities to enable the placement of additional mobile homes.
 - b. Notwithstanding other provisions of this Chapter to the contrary, mobile home parks that are not located within "MHD" Mobile Home Districts that existed at the time of adoption of this Chapter shall meet the following minimum requirements:
 - (1) Mobile homes shall not be located closer than ten (10) feet from any street right-of-way, road easement, or road that is located within the boundaries of the mobile home park. No mobile home shall be located closer than twenty (20) feet from any street right-of-way or road easement that is located outside the boundaries of the mobile home park.
 - (2) Mobile home pads may not be expanded and larger mobile homes may not be placed in the mobile home park.
 - (3) Mobile homes shall be located so that there is a clear space of not less than fifteen (15) feet between it and any other mobile home, building, or structure of any kind, except storage sheds not exceeding ten (10) feet by ten (10) feet in dimension or any required fencing. Any deck, carport, patio cover, or other appurtenance that is constructed of combustible material shall be considered as a part of the mobile home and shall not be located closer than fifteen (15) feet from any other mobile home, building, or structure of any kind.
 - (4) For the purposes of this Chapter, the above setback provisions shall be applied without regard to any internal side or rear property lines for lots that are platted within the mobile home park.
 - c. Non-conforming mobile home parks destroyed by any means to an extent of more than fifty percent (50%) of its reconstruction cost at the time of its destruction, to include streets, pads, and utilities, shall not be reconstructed.



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- d. Any non-conforming mobile home parks, not located in a "MHD" Mobile Home District, that is abandoned for sixty (60) days shall not be used thereafter as a mobile home park.
3. Non-conforming mobile homes not located within mobile home parks. All mobile homes lawfully existing at the date of the adoption and approval of this Chapter that are not located within mobile home parks or "MHD" Mobile Home Districts are considered as non-conforming uses and as such are subject to the following special provisions:
 - a. ~~May be replaced as necessary provided that the following guidelines are met:~~
 - ~~(1) Shall not be replaced with a mobile home having a greater floor area except as may be authorized by the Board of Adjustment.~~
 - ~~(2) May be replaced provided the replacement mobile home is placed upon the tract or lot within fifteen (15) days after the original mobile home is removed.~~
 - b. ~~If any non-conforming mobile home is removed but not replaced within fifteen (15) days as authorized in this Section, no mobile home shall thereafter occupy the lot, tract, or pad but shall conform to the zoning district regulations.~~
 - a. Mobile homes which are not located in a mobile home park existing on the effective date of this Chapter may not be replaced with another mobile home; and
 - b. Mobile homes which are not located in a mobile home park existing on the effective date of this Chapter may only be repaired or renovated as permitted in Section 405.050(E) Repairs and Maintenance.

H. Termination And Removal Of Non-Conforming Use.

1. The period of time during which the following non-conforming uses of buildings, structures or land may continue or remain shall be limited to two (2) years from the effective date of the original ordinance, or for two (2) years from any amendment thereto which causes the use to be non-conforming. Every such non-conforming use shall be completely removed from the premises at the expiration of the two (2) year period. Those uses to which the above applies are as follows:
 - a. Any non-conforming building or structure having a fair cash market value not in excess of one thousand dollars (\$1,000.00) on the effective date of this Chapter.
 - b. Any of the following non-conforming structures, vehicles or other outdoor equipment, which are not attached to a building and existed lawfully on the effective date of this Chapter:
 - (1) Non-conforming signs;
 - (2) Billboards;
 - (3) Outdoor advertising structures; and

DRAFT AMENDMENT LANGUAGE—CONTINUED

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- (4) Commercial vehicles, recreational vehicles, panel vans, semi-trailer, railroad box-cars, intermodal shipping containers, CONEX boxes, ISO containers, etc. being utilized for the purpose of storage or as storage buildings, except as expressly allowed in the Zoning Ordinance.
- c. Any non-conforming use of land where no enclosed building is involved, or where the only buildings employed are accessory or incidental to such use, or where such use is maintained in connection with a conforming building other than automobile wrecking yards and junk yards. However, public or private off-street parking lots lawfully established prior to the effective date of this Chapter shall not be affected by this provision.
2. No junk or automobile salvage yard shall be operated or maintained for more than thirty-six (36) months after a zoning change to a use district within which such use is not permitted, except that in an "M-3" Limited Manufacturing District, the City Council may permit, for a specified time, the continued use of an area containing a junk or automobile salvage yard provided that a six (6) foot high masonry wall or durable, decorative, site-proof fence be constructed around such areas.

THIS SECTION INTENTIONALLY LEFT BLANK.



Date: January 22, 2019
To: Planning Commission
From: David B. Bookless
Subject: 2018-40: Trailers – revised language

At the January 8, 2019 meeting of the Planning Commission, project 2018-40, an amendment to Municipal Code Chapter 405 (Zoning) – Trailers, was discussed. Specifically, the Commission requested revisions to the draft addressing donation bins/boxes and the use of trailers for storage in industrial districts. For your consideration, the following revisions are proposed:

(Requested revisions highlighted in yellow)

CHAPTER 405 ZONING

Section 405.060 Definitions

TRAILER

Any vehicle without motive power designed for carrying property or passengers on its own structure and for being drawn by a self-propelled vehicle, except those running exclusively on tracks, including a semitrailer or vehicle of the trailer type so designed and used in conjunction with a self-propelled vehicle that a considerable part of its own weight rests upon and is carried by the towing vehicle, which does not meet Building Code requirements. A permanent foundation shall not change the character of a trailer unless the entire structure is erected in accordance with the City Building Code. The term "trailer" shall not include cotton trailers as defined in Subsection (8) of Section 301.010, RSMo., and shall not include manufactured homes as defined in Section 700.010, RSMo.

Section 405.760 Supplementary District Regulations.

R. Temporary Structures

1. Temporary structures constructed and placed on an individual parcel for thirty-one (31) or more days, whether cumulative or consecutively, per twelve-month period shall require a conditional use permit.
2. Temporary structures may not be constructed or placed on an individual parcel for more than one hundred eighty (180) days, whether cumulative or consecutively, per calendar year.
3. All temporary structures, regardless of duration, shall comply with the respective zone district regulation in which it is placed.
4. *Exception.* Recycle bins and clothing drop boxes for not-for-profit, tax-exempt charities and organizations, construction office trailers, and portable toilets. However, such recycle bins/clothing drop boxes, and construction office trailers must meet the setback requirements of the respective zone district.
5. Construction office trailers are governed by the following restrictions:
 - a. Meet applicable setbacks.
 - b. Exterior maintained with no rusting, dents, broken windows, etc.
 - c. The area around the construction trailer will be maintained by cutting grass and keeping free from litter.
 - d. The construction trailer will be removed before an occupancy permit (temporary or permanent) is issued.

6. Portable toilets are governed by the following restrictions:
 - a. Portable toilets shall be provided when adequate toilet facilities are not provided on a site associated with a building or demolition permit or City-authorized special event.
 - b. Portable toilets shall be located on the site and not on public property unless expressly authorized by the City when associated with a special event.
 - c. Portable toilets shall be located a minimum of fifteen (15) feet from all curb lines, ten (10) feet from side property lines, and at such locations so as to limit public view. The doors to portable toilets shall not face any street or adjacent property line.
 - d. Portable toilets shall be serviced at regular intervals to maintain sanitary conditions and minimize odors.
 - e. Portable toilets shall be locked and secured from tipping over when no construction, demolition, or special event activity is present.
7. Recycle bins and clothing drop boxes for not-for-profit, tax-exempt charities and organizations are governed by the following restrictions:
 - a. Shall be prohibited on unimproved properties and on developed properties, which are unoccupied.
 - b. Shall be located on a paved surface.
 - c. Maximum height shall not exceed 8 feet.
 - d. Maximum floor area shall not exceed 36 square feet
 - e. Maximum number of bins/boxes per property:
 1. Two upon properties with an area up to two acres.
 2. Three upon properties with an area greater than two acres but less than or equal to four acres
 3. Four upon properties with an area greater than four acres.
 - f. Shall be prohibited from being located in required parking spaces, public or private right of way, driving aisles, fire lanes, required landscaped areas, pedestrian areas, sight triangles, or within 5 feet of a fire hydrant.
 - g. Shall be setback a minimum of 25 feet from residential districts or properties with uses, 25 feet from public or private rights-of-way, and 5 feet from all other property lines.
 - h. Shall only be permitted upon properties within nonresidential zoning districts and upon properties with any zoning classification that are primarily used by not-for-profit organizations.
 - i. Signage on bins and boxes shall be limited to 5 square feet per side.
 - j. Ownership information, to include address and telephone number, shall displayed upon all bins and boxes.
 - k. Shall utilize a mailbox or safety chute and locked access door to prevent unauthorized entry.

- l. Outdoor display or storage of materials shall be prohibited.**
- m. The collection or storage of perishable items shall be prohibited.**
- n. The property owner, the entity which granted permission for placement, and the bin/box owner shall be individually and jointly responsible for abating and removing all garbage, trash, debris and other refuse material in the area surrounding any donation bin within 72 hours written or verbal notice by the City.**
- o. Responsibility and Liability. The owner of the donation bin/box, the entity which granted permission for placement, and the owner of any private property upon which a violation of these regulations occur may be held individually and severally responsible and liable for such violation.**

T. Use of vehicle or trailers for storage prohibited.

Neither vehicles (whether operable or inoperable) nor trailers (whether on or off axles) may be used as storage buildings. This shall apply to all vehicles and trailers, including commercial vehicles, recreational vehicles, panel vans, semi-trailers, railroad box-cars, intermodal shipping containers, CONEX boxes, ISO containers, etc., except as follows:

- a. Tractor and semi-trailers combinations (i.e. "Tractor-trailers) may be used for temporary storage (e.g. up to 3 months), for businesses located on the same property, where the property is zoned M-1, M-2, or M-3, or as explicitly authorized in property zoned C-4, subject to conditions contained in Section 405.760(T)(2), paragraphs b, c, d, e, f, g, h, and i, below.**
 - i. The Community Development Director may grant a one-time extension upon written request for a period not to exceed 3 months. The City Council, after review and recommendation of the Planning Commission, may grant an additional one-time, non-renewable additional extension of up to 6 months, upon written request.**
- b. Trailers, as referenced herein, may be utilized for seasonal storage on property zoned "C-2" or "C-3," or as explicitly authorized in property zoned C-4, between November 1 and January 31, subject to the following:**
 - i. A permit must be submitted for review and approval by staff, prior to the placement of seasonal storage trailers, to include an application and support documentation delineating the location on the property where the trailers shall be located, all buildings and structures, drive lanes, parking areas, points of ingress/egress, and all information necessary to demonstrate compliance with this section, as directed by staff.**
 - ii. Trailers shall not be located in right-of-way, easements, internal drive aisles or roads, required yard setbacks, required parking spaces, fire lanes, in prominent view from rights-of-way or access lanes (i.e. the public viewshed), or so positioned to block access to utilities or public services (e.g., manholes, meters, fire hydrants, fire lanes, etc.).**
 - iii. The exterior of the trailers must be maintained with no rusting, dents or peeling paint.**
 - iv. Trailers shall be located on a hardened surface (e.g., concrete, asphalt).**
 - v. Trailers shall be located directly on the ground (i.e., stacking of trailers shall not be permitted).**

- vi. Trailers shall be prohibited from connecting to utility services, from tapping into the services of the primary facility (i.e., using extension cords to provide electricity, garden hoses to provide water, etc.), or from connecting to peripheral devices such as, but not limited to, air compressors, refrigeration/heating units, generators, etc.
- vii. Trailers shall be prohibited from storing perishable goods.
- viii. Trailers shall be prohibited from storing hazardous or dangerous materials (e.g., chemicals, solvents, propane, explosives, etc.), except when the applicant provides documentation from the appropriate governing authorities (e.g., Building Department, Fire, Police, EPA, MoDNR, etc.) that all required safety and security requirements have been met.
- ix. Failure to satisfy any of the requirements of this section shall be considered a separate misdemeanor offense for each trailer where such offense has occurred and is punishable by a fine of two hundred dollars (\$200.00) per offense without further warnings or notices being issued. Each day that the offense(s) shall continue shall be considered a separate violation. For purposes of clarification, each trailer on a property which is in violation of this Section shall be a separate violation, and each day that such trailer remains in violation of this Section shall be a separate violation, such that the fine of two hundred dollars (\$200.00) shall apply per trailer per day.

Section 405.050 Non-Conforming Lots, Non-Conforming Uses of Land, Non-Conforming Structures, Non-Conforming Uses of Structures and Land, and Non-Conforming Characteristics of Use.

A. Intent. Within the districts established by this Chapter or amendments that may later be adopted there exist:

- 1. Lots,
- 2. Structures,
- 3. Uses of land and/or structures, and
- 4. Characteristics of use, which were lawful before this Chapter was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Chapter or future amendment. It is the intent of this Chapter to permit these non-conformities to continue, except as delineated herein, until they are removed, cease operation, or damaged beyond fifty percent (50%), but not to encourage their survival. It is further the intent of this Chapter that non-conformities shall not be enlarged upon, expanded, or extended, nor be used as grounds for additions, expansions of operations of the use, and/or adding other structures or uses prohibited elsewhere in the same district.

Non-conforming uses are declared by this Chapter to be incompatible with permitted, or in some situations, conditional uses in the districts involved. A non-conforming use of a structure, a non-conforming use of land, or a non-conforming use of structure and land in combination shall not be enlarged upon, expanded, or extended, nor be used as grounds for additions, expansions of operations of the use, and/or adding other structures or uses prohibited elsewhere in the same district after passage of this Chapter by attachment on a building or lands of additional signs intended to be seen from off the lands, or by the addition of other uses, of a nature

which would be prohibited generally in the district involved.

To avoid undue hardship, nothing in this Chapter shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Chapter and upon which actual building construction has been carried on diligently. "Actual construction" is hereby defined to include the planning of construction materials in permanent position and fastened in a permanent manner.

5. The existence of any present nonconformity anywhere in the City shall not itself be considered grounds for the issuance of a variance for other property.

B. Non-Conforming Lots Of Record.

For purposes of this Chapter, the terms single ownership and same ownership shall be interchangeable, and shall refer to contiguous lots or parcels owned by single or multiple individuals, trusts, corporations, partnerships, or other parties of interest, and shall include contiguous lots or parcels owned by any combination of husband and/or wife, or other legal spousal relationships pursuant to State statute.

1. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Chapter, notwithstanding limitations imposed by other provisions of this Chapter. Such lot must be in separate ownership and not of contiguous frontage with other lots in the same ownership, provided however, that if the said lot is of record in a subdivision of record as of the passage of this Chapter and if said subdivision of record has constructed residences upon seventy percent (70%) or more of its platted lots of record, then single-family residences may be constructed on each of said platted lots as non-conforming lots of record. This provision shall apply even though such lot fails to meet the requirement for area or width, or both, that are generally applicable in the district, provided that yard and dimensions and requirements other than these applying to area or width, or both, of lot shall conform to the regulations for the district in which such lot is located. Variance of yard requirements shall be obtained only through action of the Board of Adjustment.
2. If two (2) or more lots or combination of lots and portions of lots with contiguous frontage in single ownership are of record at the time of passage or amendment of this Chapter, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Chapter, and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Chapter, nor shall any division of any parcel be made which created a lot with width or area below the requirements stated in this Chapter, provided however, that if the said lots or combinations of lots and portions of lots with contiguous frontage in single ownership are of record in a subdivision of record as of the passage of this Chapter and if said subdivision of record has constructed residences upon seventy percent (70%) or more of its platted lots of record, then platted lots in said subdivision shall be one (1) lot and not an undivided parcel.

C. Non-Conforming Structures. Where a lawful structure exists at the effective date of

adoption or amendment of this Chapter that could not be built under the terms of this Chapter by reason of restrictions on area, lot coverage, height, yard, its location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its nonconformity.
2. Should such non-conforming structure or non-conforming portion of structure be destroyed by any means to an extent of more than fifty percent (50%) of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this Chapter.
3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulation for the district in which it is located after it is moved.

D. Non-Conforming Uses Of Structures, Land, Or Structures And Lands In Combination. If lawful use involving individual structures with a replacement cost of ten thousand dollars (\$10,000.00) or more, or of structure and lands in combination, exists at the effective date of adoption or amendment of this Chapter, that would not be allowed in the district under the terms of this Chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No such non-conforming use shall be enlarged, expanded or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Chapter.
2. No such non-conforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this Chapter.
3. If any such non-conforming use of a structure, land or structure and land in combination ceases for any reason for a period of more than sixty (60) days (except when government action impeded access to the lands), any subsequent use of such structure, land or structure and land in combination shall conform to the regulations specified by this Chapter for the district in which such structure, land or structure and land in combination is located.
4. No additional structure or structures shall be erected in connection with such nonconforming use of land.
5. No existing structure devoted to a use not permitted by this Chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
6. If no structural alterations are made, any non-conforming use of a structure, land or structure and lands may as a special exception be changed to another non-conforming use provided that the Board of Adjustment, either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming use. In permitting such change, the Board of Adjustment may require appropriate conditions and safeguards in accordance with the provisions of this Chapter.
7. Any structure, land or structure and land in combination, in or on which a non-

conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the non-conforming use may not thereafter be resumed.

8. Where non-conforming use status applies to a structure, land or structure and land in combination, removal or destruction of the structure shall eliminate the non-conforming status of the land. "Destruction," for the purpose of this Subsection, is defined as damage to an extent of more than fifty percent (50%) of the replacement cost at time of destruction.

E. Repairs And Maintenance.

1. On any non-conforming structure or portion of a structure containing a non-conforming use, work may be done in any period of twelve (12) consecutive months on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, to an extent not exceeding ten percent (10%) of the current replacement cost of the nonconforming structure or non-conforming portion of the structure as the case may be, provided that the cubic content existing when it became non-conforming shall not be increased.
2. If a non-conforming structure or portion of a structure containing a non-conforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired, or rebuilt except in conforming with the regulations of the district in which it is located.
3. Nothing in this Chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

F. Non-Conforming Uses Which Otherwise Require A Conditional Use Permit. Any use which is permitted with a conditional use permit in a district under the terms of this Chapter (other than a change through Board of Adjustment action from a non-conforming use to another use not generally permitted in the district) shall be deemed a non-conforming use in such district, and will be permitted to continue under the terms for non-conforming uses or until such time as a conditional use permit has been granted by the City under the terms contained in Section 405.870 Conditional Use Permits.

G. Non-Conforming Mobile Home Parks And Non-Conforming Mobile Homes. All nonconforming mobile home parks and other non-conforming mobile homes lawfully existing at the effective date of the adoption of this Chapter, that would not be allowed in the zoning district or under the terms of this Chapter, may be continued so long as it remains otherwise lawful, subject to the following special provisions:

1. Non-conforming mobile home parks within "MHD" Mobile Home Districts. Mobile home parks located in "MHD" Mobile Home Districts that are non-conforming due to lot size, setback, or other such characteristics shall be subject to the following special provisions:
 - a. Shall not be expanded or modified except in conformance with the guidelines of the "MHD" Mobile Home District.
 - b. Non-conforming mobile home parks or parts thereof that are made to conform with the regulations of the "MHD" Mobile Home District shall thereafter be required to conform and shall not be altered to create a non-conforming use.

- c. Any non-conforming mobile home park destroyed by any means to an extent of more than fifty percent (50%) of its reconstruction cost at the time of destruction including streets, pads and utilities shall not be reconstructed except in conformance with the provisions of the "MHD" Mobile Home District.
 - d. Notwithstanding other provisions of the "MHD" Mobile Home District regulations to the contrary, mobile home parks that are located within "MHD" Mobile Home Districts that existed at the time of adoption of this Chapter shall meet the following minimum requirements:
 - (1) Mobile homes shall not be located closer than ten (10) feet from any street right-of-way, road easement, or street that is located within the boundaries of the mobile home park. No mobile home shall be located closer than twenty (20) feet from any street right-of-way or road easement that is located outside the boundaries of the mobile home park.
 - (2) Mobile home pads may not be expanded and larger mobile homes may not be placed in the mobile home park.
 - (3) Mobile homes shall be located so that there is a clear space of not less than fifteen (15) feet between it and any other mobile home, building, or structure of any kind, except storage sheds not exceeding ten (10) feet by ten (10) feet in dimension or any required fencing. Any deck, carport, patio cover, or other appurtenance that is constructed of combustible material shall be considered to be a part of the mobile home and shall not be located closer than fifteen (15) feet from any other mobile home, building, or structure of any kind.
 - (4) For the purposes of this Chapter, the above setback provisions shall be applied without regard to any internal side or rear property lines for lots that are platted within the mobile home park.
2. Non-conforming mobile home parks not located in a "MHD" Mobile Home District. All mobile home parks that are not located within "MHD" Mobile Home Districts are considered as non-conforming uses and as such are subject to the following special provisions:
- a. All mobile home parks or parts of mobile home parks that are not located within "MHD" Mobile Home Districts are prohibited from expanding upon the nonconforming use by adding additional pads, lots, or other facilities to enable the placement of additional mobile homes.
 - b. Notwithstanding other provisions of this Chapter to the contrary, mobile home parks that are not located within "MHD" Mobile Home Districts that existed at the time of adoption of this Chapter shall meet the following minimum requirements:
 - (1) Mobile homes shall not be located closer than ten (10) feet from any street right-of-way, road easement, or road that is located within the boundaries of the mobile home park. No mobile home shall be located closer than twenty (20) feet from any street right-of-way or road easement that is located outside the boundaries of the mobile home park.

- (2) Mobile home pads may not be expanded and larger mobile homes may not be placed in the mobile home park.
 - (3) Mobile homes shall be located so that there is a clear space of not less than fifteen (15) feet between it and any other mobile home, building, or structure of any kind, except storage sheds not exceeding ten (10) feet by ten (10) feet in dimension or any required fencing. Any deck, carport, patio cover, or other appurtenance that is constructed of combustible material shall be considered as a part of the mobile home and shall not be located closer than fifteen (15) feet from any other mobile home, building, or structure of any kind.
 - (4) For the purposes of this Chapter, the above setback provisions shall be applied without regard to any internal side or rear property lines for lots that are platted within the mobile home park.
- c. Non-conforming mobile home parks destroyed by any means to an extent of more than fifty percent (50%) of its reconstruction cost at the time of its destruction, to include streets, pads, and utilities, shall not be reconstructed.
 - d. Any non-conforming mobile home parks, not located in a "MHD" Mobile Home District, that is abandoned for sixty (60) days shall not be used thereafter as a mobile home park.
3. Non-conforming mobile homes not located within mobile home parks. All mobile homes lawfully existing at the date of the adoption and approval of this Chapter that are not located within mobile home parks or "MHD" Mobile Home Districts are considered as non-conforming uses and as such are subject to the following special provisions:
- a. Mobile homes which are not located in a mobile home park existing on the effective date of this Chapter may not be replaced with another mobile home; and
 - b. Mobile homes which are not located in a mobile home park existing on the effective date of this Chapter may only be repaired or renovated as permitted in Section 405.050(E) Repairs and Maintenance.

H. Termination And Removal Of Non-Conforming Use.

1. The period of time during which the following non-conforming uses of buildings, structures or land may continue or remain shall be limited to two (2) years from the effective date of the original ordinance, or for two (2) years from any amendment thereto which causes the use to be non-conforming. Every such non-conforming use shall be completely removed from the premises at the expiration of the two (2) year period. Those uses to which the above applies are as follows:
- a. Any non-conforming building or structure having a fair cash market value not in excess of one thousand dollars (\$1,000.00) on the effective date of this Chapter.
 - b. Any of the following non-conforming structures, vehicles or other outdoor equipment, which are not attached to a building and existed lawfully on the effective date of this Chapter:
 - (1) Non-conforming signs;
 - (2) Billboards;

- (3) Outdoor advertising structures; and
 - (4) Commercial vehicles, recreational vehicles, panel vans, semi-trailer, railroad box-cars, intermodal shipping containers, CONEX boxes, ISO containers, etc. being utilized for the purpose of storage or as storage buildings, except as expressly allowed in the Zoning Ordinance.
- c. Any non-conforming use of land where no enclosed building is involved, or where the only buildings employed are accessory or incidental to such use, or where such use is maintained in connection with a conforming building other than automobile wrecking yards and junk yards. However, public or private off-street parking lots lawfully established prior to the effective date of this Chapter shall not be affected by this provision.
2. No junk or automobile salvage yard shall be operated or maintained for more than thirty-six (36) months after a zoning change to a use district within which such use is not permitted, except that in an "M-3" Limited Manufacturing District, the City Council may permit, for a specified time, the continued use of an area containing a junk or automobile salvage yard provided that a six (6) foot high masonry wall or durable, decorative, site-proof fence be constructed around such areas.



**PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
JANUARY 22, 2019**

MINUTES

The regular meeting of the Arnold Planning Commission was called to order by Chairman Andrew Sutton at 7:00 p.m. The Pledge of Allegiance was recited by those in attendance.

ROLL CALL OF COMMISSIONERS: Del Williams, John Tucker, Brian McArthur, Alan Bess, Frank Kutilek, Jeff Campbell, Andrew Sutton, Chris Ford, Justin Lurk, David Bookless, Christie Hull-Bettale and Bob Sweeney. 9 voting members present.

REVIEW AND APPROVAL OF AGENDA: Motion by Jeff Campbell to approve the agenda as presented. Second by Del Williams. Voice Vote – *Unanimously Approved.*

APPROVAL OF MINUTES: Motion by Jeff Campbell to approve the minutes from the January 8, 2019 meeting as presented. Second by Del Williams. Voice Vote - *Unanimously Approved.*

PUBLIC COMMENT: None

PUBLIC HEARINGS: None

OLD BUSINESS

- **2018-40 AN AMENDMENT TO MUNICIPAL CODE CHAPTER 405 (ZONING) – TRAILERS-REVISED LANGUAGE:** David Bookless briefly went over the requested revisions made to Chapter 405 (Zoning), Section 405.760 Supplementary District Regulations. The first group of changes has to do with recycle bins where he basically spelled out a number of performance measures and criteria for recycle bins and clothing drop boxes, such as how many, how big, where they can be located, setbacks, etc. In this section, the City Attorney suggested striking “not-for-profit, tax-exempt charities and organizations”

Andrew Sutton asked Bob Sweeney if the intention for striking those words is to address the potential for a “for profit agency” coming in and doing the same. Mr. Sweeney stated it was.

The next change is in the last line of sub-paragraph n.; changing the word “verbal” to “oral”.

The next change deals with granting extensions for tractor and semi-trailers being used for temporary storage in Industrial Districts. He added that the Community Development Director may grant a one-time extension upon written request for a period not to exceed three (3) months and if more time is needed, the City Council may grant an additional one-time extension of up to six (6) months.

The last change requested had to do with language relative to a recycler using a semi truck temporarily for a special event. This will be addressed at a later date under a section dealing with all types of special events.

Brian McArthur likes the three (3) month extension but feels the second extension of six (6) months is too long. David Bookless stated that is why he worded the second extension “up to six months.”

John Tucker asked why oral instead of verbal. David Bookless explained that in order to mean telling someone something you should use the word oral.

Motion by Jeff Campbell to approve 2018-40, an amendment to Municipal Code Chapter 405 (Zoning) – Trailers - as amended. Second by Chris Ford. Roll call vote: Del Williams, yes; John Tucker, yes; Justin Lurk, yes; Brian McArthur, yes; Alan Bess, yes; Frank Kutilek, yes; Jeff Campbell, yes; Andrew Sutton, yes; Chris Ford, yes. 9 yeas, 0 nays – *Motion Approved.*

NEW BUSINESS

- **2018-42 AMENDMENT TO THE COMMERCIAL SITE PLAN FOR TEXAS ROADHOUSE AT 806 ARNOLD COMMONS FOR A TAKE-OUT BUILDING ADDITION:** Christie Hull-Bettale presented the request to amend the Commercial Site Plan for Texas Roadhouse for a take-out building addition. She explained that the existing outside patio waiting area with seating will be removed to allow for the building addition. All materials and colors will be consistent with the existing building. Christie commented that this request meets the site plan approval requirements; the permitted uses are zoning by right and Staff finds that it substantially fulfills the requirements of the zoning ordinance and recommends approval.

Justin Lurk asked if they have done this before at other locations. Tim Spiegelglass (applicant), 18 Worthington Access Dr., Maryland Heights, MO 63043, stated that they have done this in many locations and reserving the two (2) parking spaces for the take-out, has not caused any problems.

Brian McArthur concerned since they will be cutting down the area where patrons sit to wait for their table, will more benches be added somewhere. Tim Spiegelglass stated that there will be another row added but on the inside instead of outside the building.

Jeff Campbell asked if they have thought about any other additions since the restaurant is always packed. Tim Spiegelglass stated that the only thing that was talked about at one time was putting up a pavilion.

Motion by Jeff Campbell to approve 2018-42, amendment to the Commercial Site Plan for Texas Roadhouse at 806 Arnold Commons for a take-out building addition. Second by Chris Ford. Roll call vote: Del Williams, yes; John Tucker, yes; Justin Lurk, yes; Brian McArthur, yes; Alan Bess, yes; Frank Kutilek, yes; Jeff Campbell, yes; Andrew Sutton, yes; Chris Ford, yes. 9 yeas, 0 nays – *Motion Approved.*

STAFF UPDATE

- Christie Hull-Bettale informed the Commission that the Cedarhurst Assisted Living development has re-submitted.
- David Bookless introduced the new Planner, Sarah Turner. He also mentioned that the City Council denied the rezoning and tabled the consolidation plat for I-55 Store It. Mr. Bookless informed the Commission that there will be a fence variance coming before them in the near future.
- Bob Sweeney – No Report

COMMISSIONERS UPDATE

- Del Williams – no report
- John Tucker – no report
- Justin Lurk – no report

- Alan Bess – no report
- Frank Kutilek – no report
- Jeff Campbell – welcomed Justin
- Chris Ford – no report

PAGE THREE
PLANNING COMMISSION MTG.
JANUARY 22, 2019

- Andrew Sutton – welcomed Justin. Referred to new furniture store at the end of Church Rd. commenting that they still have signs that were spray painted on the building “parking in rear” and asked Staff to see about having them remove it.

COUNCIL LIAISON REPORT

- Brian McArthur – welcomed Justin.

NEXT SCHEDULED MEETING: February 12, 2019

ADJOURNMENT: Meeting adjourned at 7:20 p.m.

Respectfully Submitted,

Alan Bess
Planning Commission Secretary



CITY COUNCIL AGENDA ITEM STAFF REPORT

MEETING DATE:	March 21, 2019
TITLE:	The Enclave at Strawberry Ridge (Record Plat)
DEPARTMENT:	Community Development
PROJECT MANAGER:	Christie Hull-Bettale, Community Development Engineer
REQUESTED ACTION:	Ordinance approval
ATTACHMENTS:	(1) Staff Report to Planning Commission; (2) Ordinance (3) Plat

EXECUTIVE SUMMARY:

The applicant is seeking approval of the final Record Plat for 7 lots identified as The Enclave at Strawberry Ridge. The lots are planned for 5 two-family homes and 2 single-family homes. This 7.36-acre tract is located at the back portion of Strawberry Ridge Subdivision near the intersection Strawberry Ridge Drive and Guardian Court. A Preliminary Plat approval of 7 lots to contain 5~2 family villas and 2 single family homes was approved in 2017. The majority of improvements are constructed; so, infrastructure, streets, storm and utilities are available.

REVIEW & ANALYSIS:

The Planning Commission reviewed the Enclave at Strawberry Ridge Record Plat, staff report and agency comments, as submitted by the applicant Horizon View Development. The Commission finds the proposed plat substantially conforms to the requirements of RSMo 89.410 and the Subdivision Ordinance of the City of Arnold, Missouri, subject to the establishment of any required easements, and recommends approval of the application subject to conditions identified below:

1. Correct and make necessary changes to the Stormwater Operations & Maintenance Plan, provide for staff review.
2. Fire District comments must be addressed.
3. Coordinate with Rock Creek Sewer, Don Daniels, regarding sewer easement.
4. The existing water easement on Lot 5 requires vacation prior to building permit issuance for this lot.
5. Owners representative to establish escrow prior to Record Plat signatures:
 - a. For staff review and approval, provide a list and cost estimate for all remaining subdivision improvements, which may include but not limited to; finish bio-basin, landscape as proposed including street trees and sod within the right of way, sidewalks, street & fire lane signs, street lights, guardrail ect.
 - b. Execute the agreement Guaranteeing Subdivision Improvements with support funding.

RECOMMENDATION:

At their March 12, 2019 meeting, the Planning Commission, by a vote of 7 to 0, voted to recommend approval of the record plat subject to the conditions listed above.

**AN ORDINANCE APPROVING A RECORD PLAT TITLED
“THE ENCLAVE AT STRAWBERRY RIDGE”**

WHEREAS, the City of Arnold is required by Section 445.030 and Chapter 89 of Missouri Revised Statutes to approve a plat that is to be recorded by the Recorder of Deeds, Jefferson County, Missouri: and

WHEREAS, the Planning Commission of the City of Arnold has reviewed the proposed record plat, held a public hearing and finds that the plat conforms to the duly enacted ordinances of the City related to subdivision of land and have submitted a report and recommendation for approval of said record plat titled “The Enclave at Strawberry Ridge” to the City Council;

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

SECTION 1. The City of Arnold hereby accepts and approves the record plat titled “The Enclave at Strawberry Ridge.” A copy of said plat is attached to this ordinance.

SECTION 2. The acceptance and approval of “The Enclave at Strawberry Ridge” as presented to this City Council in no way relieves the developer of the responsibility of meeting the requirements of any other public or private entity having jurisdiction over such developments, or the requirements of the ordinances of the City of Arnold, Missouri.

SECTION 3. The acceptance and approval of “The Enclave at Strawberry Ridge” as presented to this City Council is in no way an endorsement of said construction, development or layout, or an acceptance of any publicly dedicated improvements until said improvements have been properly inspected by the Community Development Department and accepted by the City Council as provided by ordinance.

SECTION 4. Within sixty (60) days after approval of the record plat identified as “The Enclave at Strawberry Ridge” the approved plat shall be recorded with the Jefferson County Recorder of Deeds. In the event said record plat is not properly recorded, said plat approval shall expire in accordance with Section 36 of the City of Arnold Subdivision Ordinance.

SECTION 5. The approval of the City Council under the hand and seal of the City shall be endorsed upon said plat.

SECTION 6. 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, 2019.

[SIGNATURES ON NEXT PAGE]

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

RESOLUTION NO. 19-18

**A RESOLUTION SUPPORTING MISSOURI HOUSE BILL 581 AND SENATE
BILL 114 THAT ADJUST THE FEES THAT LOCAL MOTOR VEHICLE
REGISTRATION OFFICES ARE ALLOWED TO CHARGE.**

WHEREAS, the State of Missouri sets the fees that local motor vehicle registration offices are allowed to charge; and

WHEREAS, the fees have not been adjusted in a substantial amount of time; and

WHEREAS, the Arnold Junior Chamber of Commerce (Jaycees) operates the motor vehicle registration office in Arnold; and

WHEREAS, the Jaycees use the profit they make from the motor vehicle registration office to support a variety of community organizations and events; and

WHEREAS, without a fee adjustment the Jaycees will no longer be able to operate the office without losing money;

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

Section 1. The Mayor and City Council urge the State Legislature to pass House Bill 581 and Senate Bill 114.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO. 19-15

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH ACTION LANDSCAPING FOR CODE
ENFORCEMENT GRASS CUTTING SERVICES FOR 2019-2020 SEASON

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 2019-2020 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: _____

**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: 2-8-2019

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:

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	_____	_____

see attached

Moving debris out of the way to be able to cut (examples are bags of trash, limbs, etc.)

*\$144/hour
Crew of 3*



2858 Seckman Road
 Imperial, MO 63052
 Phone 636.296.7469
 Fax 636.287.8833

2/8/2019
 2019 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 2019. 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 15,000 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 \$48 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.
 Public Water Supply District #1

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

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

Type Weed eater

\$48/hour

Type brush hog

\$105/hour

Type track machine

\$105/hour

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.

C Corp.

NAME OF BUSINESS Action Landscaping Inc

(If an Individual)
SIGNATURE OF BIDDER Bukayallo

BUSINESS ADDRESS 2858 Sedman Road

TELEPHONE NO. 636-296-7469

(If Co-Partnership)
FIRM NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If a Corporation)
CORPORATE NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

Hold Harmless Agreement

To the fullest extent permitted by law, Action Landscaping 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 Action Landscaping, 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 shall purchase and maintain the following insurance, at Action Landscaping'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.

we shall make CITY an additional insured on each policy of insurance that Action Landscaping is required to maintain. Similarly, we 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 Action Landscaping. 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 Action Landscaping 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. We agrees that CITY shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that Action Landscaping or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, We shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or review of any certificate of insurance reflecting that Action Landscaping 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.

Action Landscaping Inc
CONTRACTOR

2-8-2019
DATE

**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: 2-8-2019

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:

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	_____	_____

see attached

Moving debris out of the way to be able to cut (examples are bags of trash, limbs, etc.)

\$ 144/hour
Crew of 3

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

Type Weed eater

\$48/hour

Type brush hog

\$105/hour

Type track machine

\$105/hour

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.

C Corp.

NAME OF BUSINESS Action Landscaping Inc

(If an Individual)
SIGNATURE OF BIDDER Burkayallo

BUSINESS ADDRESS 2858 Sedman Road

TELEPHONE NO. 636-296-7469

(If Co-Partnership)
FIRM NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If a Corporation)
CORPORATE NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

Hold Harmless Agreement

To the fullest extent permitted by law, Action Landscaping 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 Action Landscaping, 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 shall purchase and maintain the following insurance, at Action Landscaping'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.

We shall make CITY an additional insured on each policy of insurance that Action Landscaping is required to maintain. Similarly, We 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 Action Landscaping. 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 Action Landscaping 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. We agrees that CITY shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that Action Landscaping or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, We shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or review of any certificate of insurance reflecting that Action Landscaping 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.

Action Landscaping Inc
CONTRACTOR

2-8-2019
DATE



CITY COUNCIL 7B AGENDA ITEM STAFF REPORT

MEETING DATE:	March 21, 2019
TITLE:	Tenbrook Industrial Center Lot 4A – 4B (Easement Vacation Plat)
DEPARTMENT:	Community Development
PROJECT MANAGER:	Christie Hull-Bettale, Community Development Engineer
REQUESTED ACTION:	Resolution 19.16 - Approval
ATTACHMENTS:	(1) Letter of Request (2) Reference Plat and Map (3) Resolution (4) Exhibits 4A & 4B

EXECUTIVE SUMMARY:

The Sterling Company on behalf of Medart Inc is requesting release of an existing easement granted by the record plat and re-subdivision of Lot 4 Tenbrook Industrial Center. There is no existing public infrastructure nor are there plans for public improvements in the future at this location.

REVIEW & ANALYSIS:

This easement was originally dedicated as part of a general utility easement which included the City. Portions of easement exist across the parcel of land that was further subdivided and now the easement is no longer needed. Staff has investigated the request, verified with Public Works and the City does not have infrastructure located within the easement. Attached for approval are the vacation documents and exhibits.

The Staff brings forth the request; it is a ministerial act for Council to approve the easement vacation. Per the Subdivision Ordinance Section 410.160 Vacation; whereas, a petition for the vacation of a plat has been filed, such instrument shall be approved by the City Council, and such instrument should be executed, acknowledged or approved and recorded to vacate and divest all public rights to the grounds as described on the plat.

RECOMMENDATION:

Staff recommends approval of easement vacation request subject to condition identified below:

- After Council Approval, it is the responsibility of the Medart or representative to record the exhibit with Jefferson County recorder of Deeds and provide 2 copies to the City of Arnold.

RESOLUTION NO. 19.16

A RESOLUTION AUTHORIZING
THE RELEASE OF EASEMENT

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor is hereby authorized to execute the vacation of 2 portions of easement within a tract of land being part of "RESUBDIVISION OF NEW LOT 4 OF THE BOUNDARY LINE ADJUSTMENT OF LOT 4 TENBROOK INDUSTRIAL CENTER", City of Arnold, Jefferson, County Missouri. A copy of the easement vacation document and plat exhibit is attached hereto and made a part hereof by reference.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

THE STERLING CO.
ENGINEERS & SURVEYORS

February 25, 2019

City of Arnold Public Works Department
Attn: Tom Palasky
2900 Arnold Tenbrook Road
Arnold, MO 63010

**RE: Medart
Easement Vacation
Sterling Co. Project # 18-12-382**

Dear Mr. Palasky,

This letter is submitted to you on behalf of Medart Inc. and Parts, Limited, LP for the partial vacation of an easement created on plat of Tenbrook Industrial Center, recorded in Plat Book 136, Page 18 of the Jefferson County Records, located on 2 parcels within Lot 4 of said plat. The site containing the easement is located in Jefferson County, Missouri, described as New Lots 4-A and 4-B of the Resubdivision of the Boundary Line Adjustment of Lot 4 of Tenbrook Industrial Center, recorded in Plat book 169, Page 7, situated in Lot 35 of U.S. Survey 2991, Township 43 North, Range 6 East, City of Arnold, Jefferson County, Missouri. The parcel has been re-subdivided since the initial creation of the easement, and it is no longer needed within the area proposed for partial vacation.

For your convenience in reviewing this matter, we have attached two easement vacation plats (one for each current parcel and owner) designated as Exhibit "A" which is hatched and labeled to identify the proposed vacation, a copy of the recorded plat of Tenbrook Industrial Center, which created the easement proposed for partial vacation, and a copy of the Boundary Line Adjustment Plat which shows the current configuration of the parcels affected by the easement proposed for vacation.

Please advise the undersigned if your company has any objections to the proposed vacation. If you have any questions regarding these proposed vacation, please contact the undersigned at (314) 487-0440. Your expedience in review and process of this request will greatly be appreciated. Thank you for your cooperation and consideration in this matter.

Sincerely,
The Sterling Company



Virginia W. Humiston, PLS

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: PARTIAL RELEASE OF EASEMENT

DATE OF DOCUMENT: _____, 2019

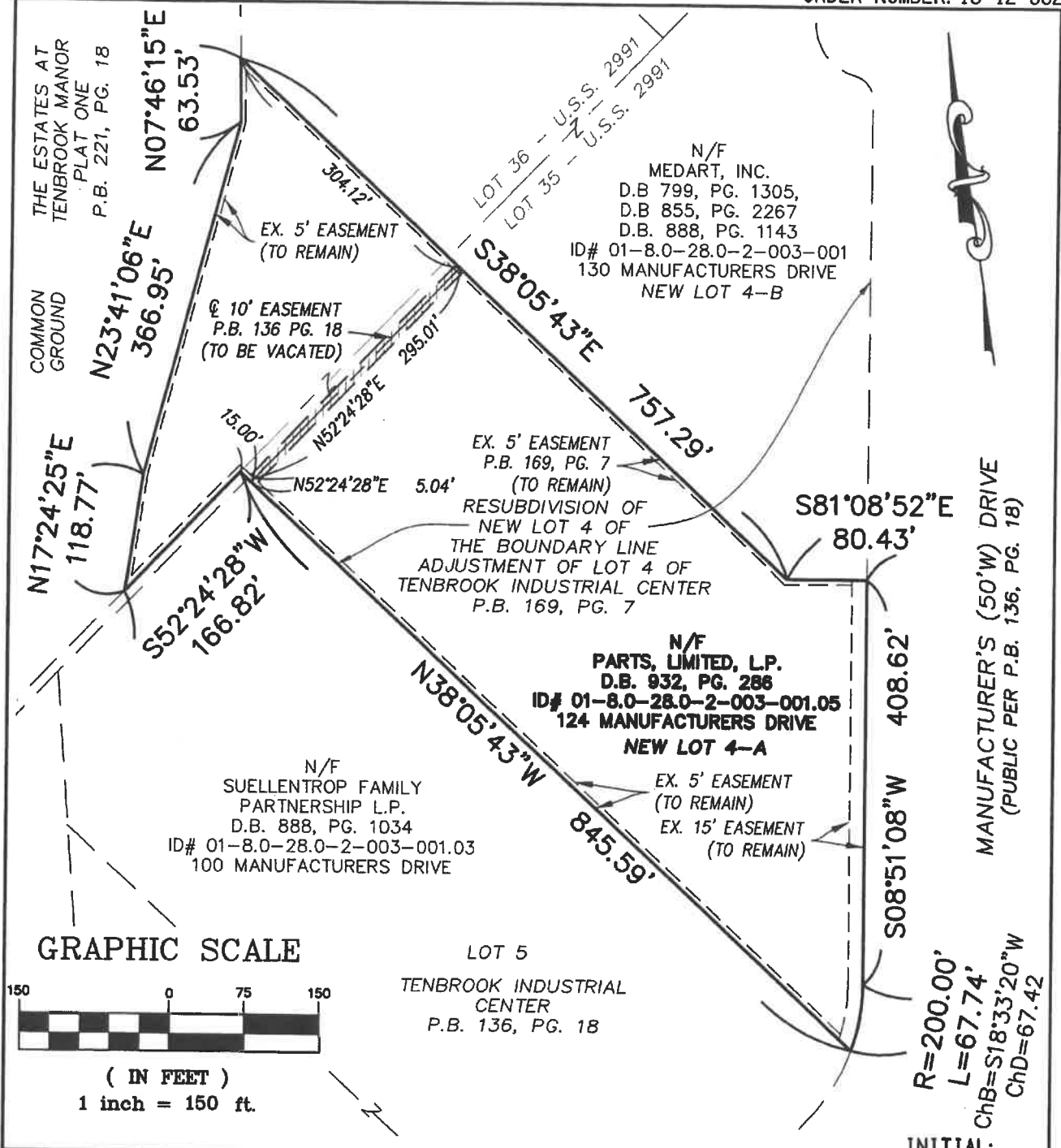
GRANTOR : **City of Arnold, Missouri**
Mailing Address: 2101 Jeffco Boulevard
Arnold, MO 63010

GRANTEE : **Parts, Limited, L.P.**
Mailing Address: 124 Manufacturers Drive
Arnold, MO 63010

PARCEL ADDRESS: 124 Manufacturers Drive
Arnold, MO 63010

PARCEL I.D. NUMBER: 01-8.0-28.0-2-003-001.05

LEGAL DESCRIPTION: A tract of land being part of New Lot 4-A of
"Resubdivision of New Lot 4 of the Boundary Line
Adjustment of Lot 4 of Tenbrook Industrial Center" (P.B.
169, Pg. 7) Located in Lot 35 of U.S. Survey 2991,
Township 43 North, Range 6 East, City of Arnold,
Jefferson County, Missouri



EASEMENT VACATION

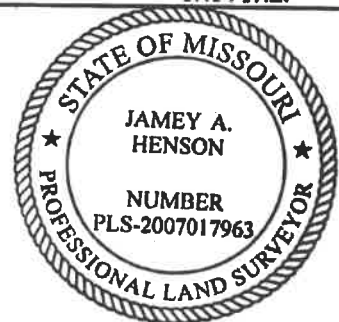
A TRACT OF LAND BEING PART OF NEW LOT 4-A OF "RESUBDIVISION OF NEW LOT 4 OF THE BOUNDARY LINE ADJUSTMENT OF LOT 4 OF TENBROOK INDUSTRIAL CENTER (P.B. 169, PG. 7) LOCATED IN LOT 35 OF U.S. SURVEY 2991, TOWNSHIP 43 NORTH, RANGE 6 EAST, CITY OF ARNOLD, JEFFERSON COUNTY, MISSOURI

EXHIBIT "A"
SHEET 1 of 1

THE STERLING COMPANY
MO. REG. 307D

Jamey A. Henson
MO. REG. P.L.S. # 2007017963

J. A. Henson
2-21-19



Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: PARTIAL RELEASE OF EASEMENT

DATE OF DOCUMENT: _____, 2019

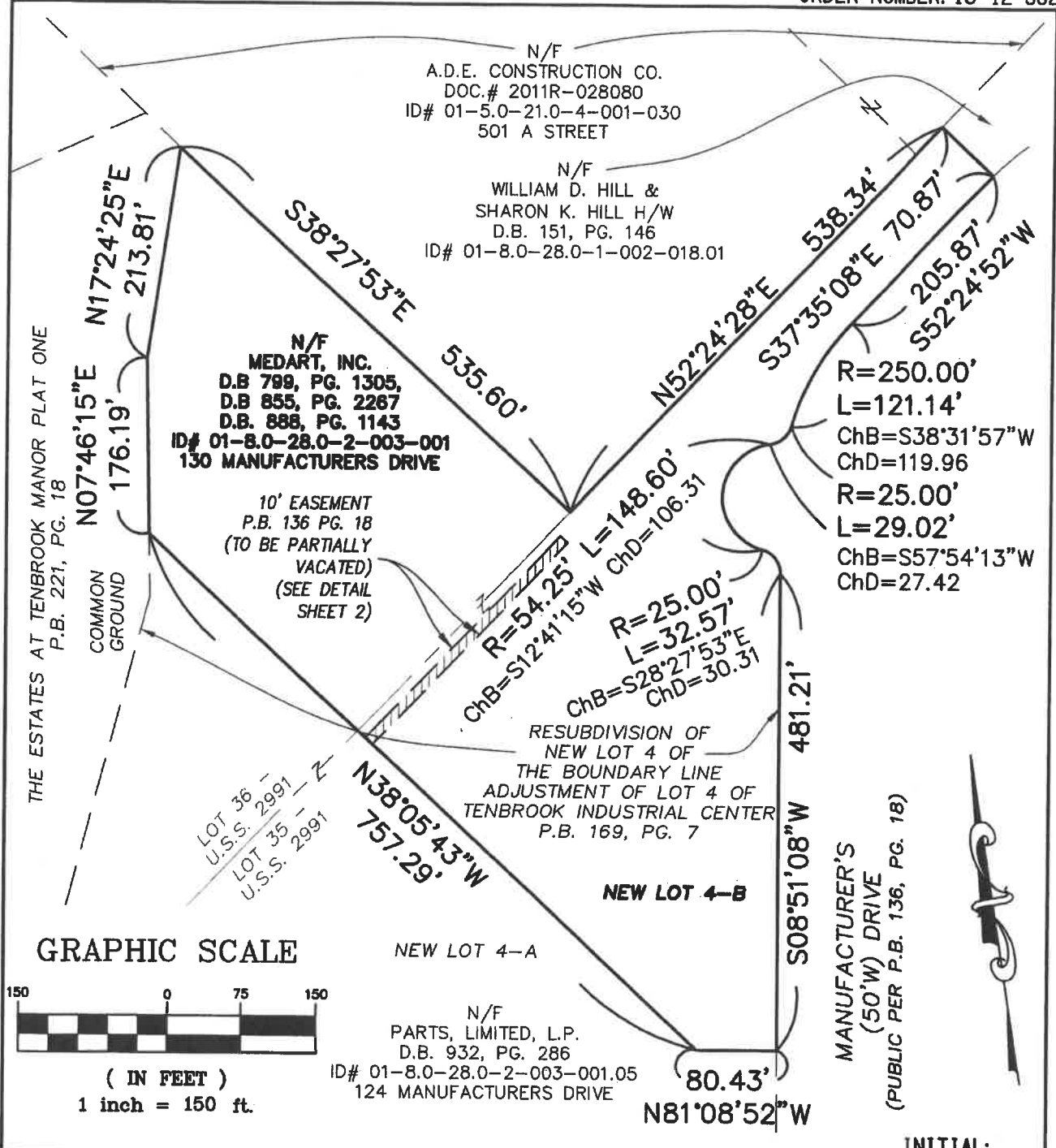
GRANTOR : **City of Arnold, Missouri**
Mailing Address: 2101 Jeffco Boulevard
Arnold, MO 63010

GRANTEE : **Medart, Inc.**
Mailing Address: 124 Manufacturers Drive
Arnold, MO 63010

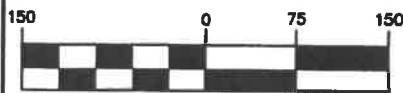
PARCEL ADDRESS: 130 Manufacturers Drive
Arnold, MO 63010

PARCEL I.D. NUMBER: 01-8.0-28.0-2-003-001

LEGAL DESCRIPTION: A tract of land being part of New Lot 4-B of
"Resubdivision of New Lot 4 of the Boundary Line
Adjustment of Lot 4 of Tenbrook Industrial Center" (P.B.
169, Pg. 7) Located in Lot 35 of U.S. Survey 2991,
Township 43 North, Range 6 East, City of Arnold,
Jefferson County, Missouri



GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

INITIAL:

EASEMENT VACATION

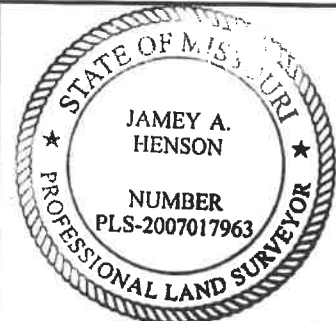
A TRACT OF LAND BEING PART OF NEW LOT 4-B OF "RESUBDIVISION OF NEW LOT 4 OF THE BOUNDARY LINE ADJUSTMENT OF LOT 4 OF TENBROOK INDUSTRIAL CENTER (P.B. 169, PG. 7) LOCATED IN LOT 35 OF U.S. SURVEY 2991, TOWNSHIP 43 NORTH, RANGE 6 EAST, CITY OF ARNOLD, JEFFERSON COUNTY, MISSOURI

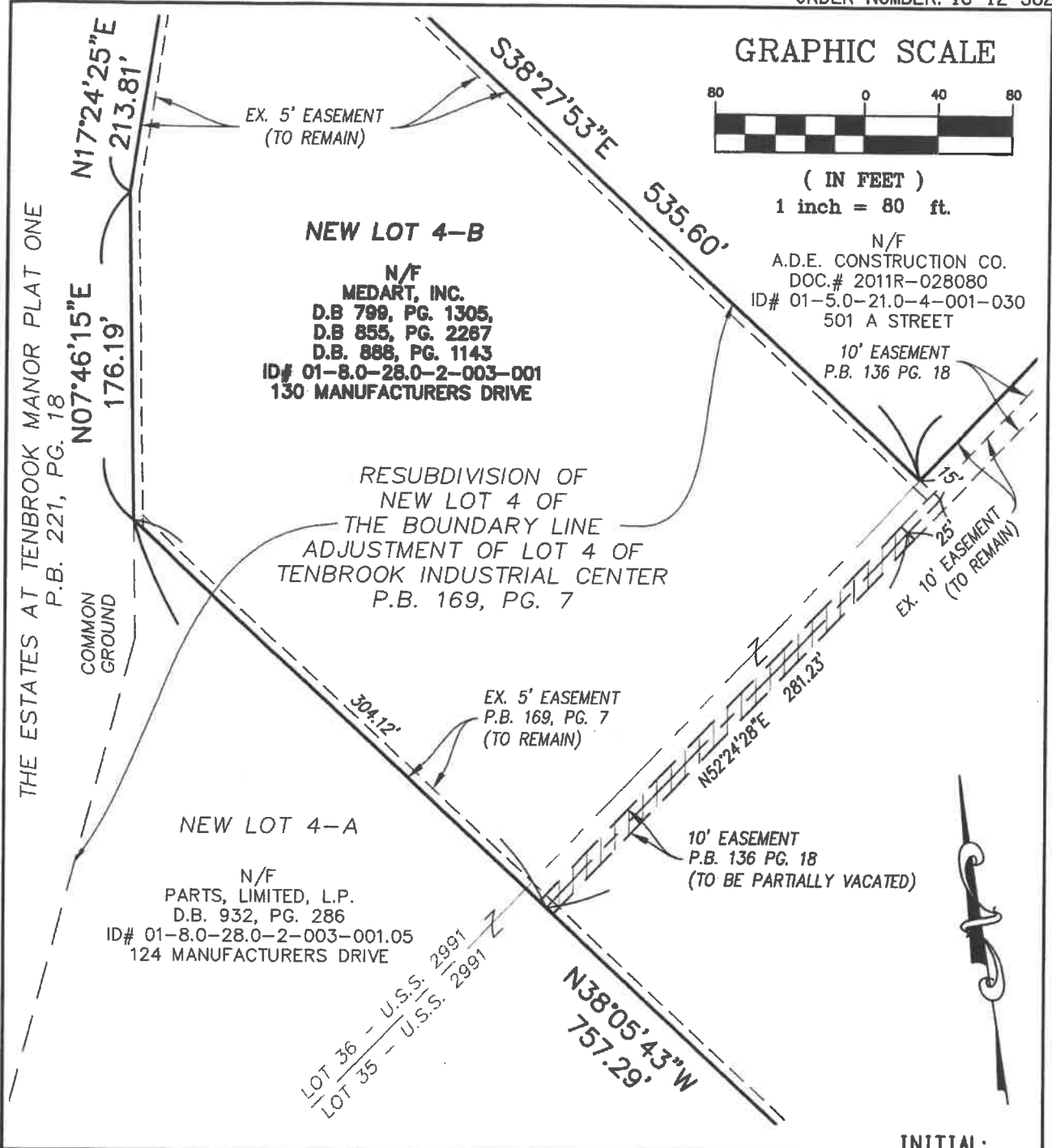
EXHIBIT "A"
SHEET 1 of 2

THE STERLING COMPANY
MO. REG. 307D

Jamey A. Henson
MO. REG. P.L.S. # 2007017963

[Signature]
2-21-19





INITIAL:

EASEMENT VACATION
 A TRACT OF LAND BEING PART OF NEW LOT 4-B OF "RESUBDIVISION OF NEW LOT 4 OF THE BOUNDARY LINE ADJUSTMENT OF LOT 4 OF TENBROOK INDUSTRIAL CENTER (P.B. 169, PG. 7) LOCATED IN LOT 35 OF U.S. SURVEY 2991, TOWNSHIP 43 NORTH, RANGE 6 EAST, CITY OF ARNOLD, JEFFERSON COUNTY, MISSOURI



EXHIBIT "A"
SHEET 2 of 2

THE STERLING COMPANY
 MO. REG. 307D

Jamey A. Henson
 MO. REG. P.L.S. # 2007017963

J. Henson
 2-21-19

RESOLUTION NO. 19-17

**A RESOLUTION APPROVING A PROPOSAL FROM
JOHNSON CONSULTING FOR A CONVENTION CENTER STUDY.**

WHEREAS, the City of Arnold is interested in the feasibility of convention center in the Arnold area; and

WHEREAS, the City staff has identified Johnson Consulting as the premiere firm in conducting such studies;

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

Section 1. The attached proposal from Johnson Consulting for a convention center study is hereby approved. The Mayor and/or the City Administrator are authorized to execute any necessary documents to complete the transaction.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

LETTER OF PROPOSAL

FEASIBILITY STUDY- CONFERENCE/ CONVENTION CENTER

SUBMITTED TO

City of Arnold

SUBMITTED BY

Johnson Consulting

DATE

January 16, 2019



January 16, 2019

David B. Bookless, AICP
Community Development Director
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

RE: Feasibility Study- Conference/Convention Center- Updated to Include Optional Hotel Analysis Pricing

Dear Mr. Bookless and Members of the Evaluation Committee:

C.H. Johnson Consulting, Inc. (Johnson Consulting) is pleased to submit our qualifications to the City of Arnold to conduct a feasibility study for the development of a new conference/convention center, and related development. Based on our understanding of the City's objectives for this engagement, we aim to utilize proven methodologies for preparing accurate analysis and projections so that the City can confidently make the most informed decision on the demand and opportunities for a conference/convention center in Arnold that will serve the greater St. Louis and southeastern Missouri market and act as an economic generator for the community. The analysis our team will perform will help to inform the market potential, recommended facility program, and address all of the study goals identified in the email we received from you.

Johnson Consulting provides the best of regional, national and international expertise in the market feasibility, strategic planning, real estate analysis, operations, and sustainability of convention, conference and meetings facilities. Through our many years of practice, Johnson Consulting has developed tested and proven methodologies for preparing accurate market and economic analyses for conference and convention centers. Since our founding in 1996, this has continued to be our core business so we understand the importance of leveraging the presence of public assembly facilities as part of the economic development strategy to enhance cities such as Arnold, Missouri. Our work throughout the St. Louis Area and in Missouri brings knowledge of the overall marketplace that will be helpful in determining the need for the proposed facilities and the strategy it should pursue, if a project is feasible.

This is an exciting project for us, and we sincerely thank you for consideration. If we may provide you with any additional information or answer any questions, please do not hesitate to contact me at 312.447.2001 or cjohnson@chjc.com. We are available to begin work immediately and commit to delivering the highest quality product within a timeframe that meets your needs. We truly look forward to the opportunity of serving you.

Sincerely,
C.H. Johnson Consulting, Inc.



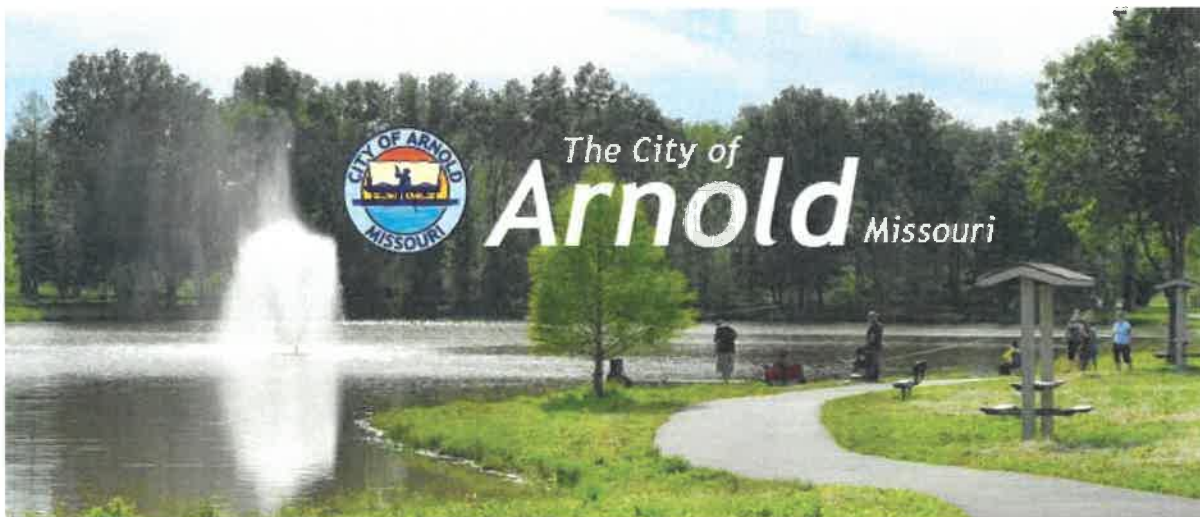
Charles H. Johnson IV, President

UNDERSTANDING OF THE ASSIGNMENT

The City of Arnold (“City” or “Client”) is seeking to assess the feasibility and impact that a convention/conference/meeting center (“Center”) might have on the community. The study will provide analysis and recommendations for the potential project including: appropriate land area; facility size and facility components; economic impact to the City and business community; and cost estimates.

As the City and key stakeholders consider the proposed development options for the Center, the following questions need to be addressed:

- **MARKET AND INDUSTRY PENETRATION:** What is the overall market potential of a new Center? Which existing and proposed venues would a new facility compete with or complement? How will the Center perform vis-à-vis peer facilities in similar markets? Who will utilize the Center and what are their needs, desires and expectations? How would the Center impact the local economy, regional hospitality and tourism?
- **PROGRAM AND SITE CONSIDERATIONS:** What is the appropriate size of the Center? What physical attributes and support spaces should be included? How much area is needed for support space and parking? Given the optimal facility program, what site considerations should be made a priority in locating a new Center? How will linkages to hotel supply and entertainment offerings influence site location? How much would a new Center cost?
- **FINANCIAL, OPERATIONAL AND FUNDING:** How will a new facility operate from a demand and financial perspective? What revenue sources and net operating income will be available to pay for operations and facility debt service? What are the economic and fiscal impacts of a new facility? Given the financial structure of the City, County and State, what funding mechanisms can be used to fund the project. Will this attract developer interest?



SCOPE OF WORK

Since its founding in 1996, Johnson Consulting has maintained a strong focus on convention and conference center advisory services. Based on past experience, we will follow a well-developed approach that we have successfully used in conducting similar studies for proposed convention and conference centers throughout North America. The process will be specifically tailored to meet the key objectives of the City for this potential new Center.

TASK 1 – STUDY KICKOFF, PROJECT PLANNING & FIELD WORK

Over an intensive two-day data collection and planning session(s), Johnson Consulting will meet with Client Representatives to confirm objectives of the study, develop clear lines of communication, review project scope and methodology, and conduct initial field work. Tasks to be performed include:

- Hold a workshop with City representatives and key stakeholders to discuss their vision for the proposed project from both a needs, scheduling, and conceptual planning perspective.
- Identify and prioritize strategic objectives for a new Center in Arnold.
- Gather and analyze background information related to the project, including any prior research or analyses that may have been conducted by, or for, the City of Arnold.
- Tour the City of Arnold and the surrounding region, including hotels, key business and commercial corridors, colleges and universities, and any potential sites that may have been identified for the proposed facility.
- Review the City of Arnold's near- and long-term economic development objectives, including their development efforts.
- Identify competitive and comparable peer markets for use in benchmarking and developing case studies regarding best practices, innovative facility strategies and development approaches.
- Identify appropriate contacts and resources necessary to ensure complete review and assessment of issues and specific data.
- Meet with area hoteliers to discuss current market conditions, the future hotel development pipeline, their opinion on needs for a new conference/convention center, and their capacity to provide an increased peak room block.
- Review preliminary project time line to confirm dates for holding meetings and presentations with the City and other key stakeholders.
- Hold various meetings as described in the Tasks which follow.

TASK 2 – MARKET ANALYSIS

Johnson Consulting will evaluate the economic and demographic characteristics of the market area to identify if it has the demand base to support a new conference/convention center for the greater St. Louis and southeastern Missouri market. This Task is very important because in many markets, the local market and its economic clusters provide a significant demand base for convention and conference centers. Our analysis will provide a realistic assessment of the market's strengths, weaknesses, opportunities, and threats (SWOT). Among the data to be gathered and analyzed will be:

- Population and demographic trends.
- Analysis of commercial, entertainment, hospitality, office, academic, and other developments in the City of Arnold and the surrounding region that may affect the performance of, and demand for, the conference/convention center.
- Income and employment trends, including any major employers expected to enter or leave the market.
- Key industry cluster trends and how the events, meeting, sports, and entertainment industries relate to them.
- Competitive and complementary meeting venues in the immediate and broader competitive region (profiling capacity and utilization rate), including any proposed meeting venues and those currently under construction. This will assist in determining whether there are any gaps in the market due to a lack of supply and how the proposed facility will interface with the existing supply.
- Transportation and access.
- Hotel and retail supply and growth patterns.
- Tourism infrastructure.
- Meeting, sports, entertainment, and tourism marketing resources and strategies.

TASK 3 – INDUSTRY TRENDS

Johnson Consulting will review and analyze recent statistics related to the convention, meetings, and events industries highlighting the key performance metrics such as: growth; meeting planner and event promoter trends; venue selection criteria; and trends for technology, hospitality, tourism as well as overall industry health. This analysis will be based upon primary and secondary sources of information, such as Convention and Visitors Bureau research files, Destination Marketing Association (DMAI), International Association of Conference Centers (IACC), Destinations International data, Meeting and Convention Magazine, Association of Meeting Professionals (AMPS), and the International Association of Venue Managers (IAVM), International Congress and Convention Associations, as well as other publications and resources.

TASK 4 – COMPARABLE CASE STUDIES

In conjunction with the City and other key stakeholders, we will select several comparable conference/convention centers that may offer innovative ideas with respect to facility development or performance in the City of Arnold. We will then interview facility management and compile statistical data on the size, quality and performance of these facilities/markets, including demand and operational information, as follows:

- Physical profile, development cost, funding approach and history.
- Profile of past, current, and future event calendars, event attendees' origin and event program satisfaction, and operating performance, including:
 - Number of events and attendance by type.
 - Trends in recent event and attendance demand.
 - Revenues and Expenses, by type.
 - Analysis of rental fee structures, based on information provided by facility management.
 - Profile of management/ownership structures and funding mechanisms.
 - Analysis of local economic and demographic factors, such as population, per capita income, corporate and employment base, age breakdown, and others, which affect demand.
 - Analysis of local environment and support infrastructure including hotel rooms, retail, restaurants, key attractions, transportation, etc.
- Available parking.
- Future expansion plans.

Johnson Consulting has developed a substantial database of financial and operating data for convention, arena, meeting, event, and multi-purpose facilities throughout the U.S. Our analysis will provide real world operating data and financial performance results that will be one of the primary inputs into our demand and financial analysis. Case study information on comparable and competitive facilities will be fully profiled in our report.

TASK 5 – IDENTIFICATION OF USER GROUPS/ SURVEYS & INTERVIEWS

Focusing on conferences/convention centers, we will work with Client Representatives to document major corporations, associations, event promoters, organizations, and institutions active in the region and nationally. We will identify past, current, and potential users and interview them regarding the need and desire for a new conference/convention center in Arnold. We will have similar conversations with regional and national trade and consumer show producers, convention organizers, show promoters, and other relevant industry participants, as well as representatives of events that make the circuit through existing regional facilities.

We will ask specific questions regarding:

- Amount, size, and attributes of exhibition space.
- Amount, size and attributes of ballroom and/or multi-purpose space.
- Amount, size and attributes of meeting and breakout space.
- Hotel requirements.
- Technology requirements.
- Pricing requirements and strategies.
- Perceptions of the market and area of the City.
- Support facilities.
- Other criteria necessary to attract their patronage.

We will utilize a combination of interviews, focus groups and a web-based survey tool to gather input from past, current and potential users as well as local businesses and community organizations. This methodology will ensure that we have a clear and accurate understanding of perceptions of the need and desire for a conference/convention center, the target markets for the venue to pursue, and the impact of potential downtown development projects on facility demand.

TASK 6 – RECOMMENDED PROGRAM OPTIONS FOR FACILITY REQUIREMENTS

This Task will synthesize the findings from previous Tasks into a market supportable facility program for the next 10 years, including any long-term recommendations that will allow for future phased renovation and/or expansion, if warranted. This analysis will help in both developing program options and also define criteria for fiscal and operational success to generate the greatest volume of attendance, length of stay, visitor satisfaction, expenditures, repeat visits, and overall economic development of Arnold. Recommendations will be developed and assessed by Johnson Consulting and may include:

- Gross floor area (square footage) of the entire facility.
- Number and size of breakout/meeting rooms, auditorium/theatre/fixed seating space, indoor/outdoor sport or recreation facilities, kitchen/banquet facilities, specific support spaces, in addition to other space needs that could be identified (public/ pre-function, flex space, etc.)
- Recommended configuration of function space.
- Food service preparation and points of sale.
- Technology needs.
- Sustainability requirements.
- Restroom to patron ratios
- Entertainment opportunities.

- Long-term phasing and expansion strategies
- Hotel supply requirements and support to existing hotel concentrations.
- Commercial and retail real estate opportunities.
- Parking and loading dock requirements.
- Outdoor green space options.
- Transportation, access, and proximity.
- Other requirements, as identified.

TASK 7 – DEMAND PROJECTIONS

Johnson Consulting will provide demand projections of events and attendance over a pre-opening and 10+year period, as follows:

- Development of long-range demand projections addressing the number of events by type, number of attendees, and the amount of space required for various event types.
- Testing of demand projections using two analytical methods using a 'top-down' approach reflecting analysis of comparable facility demand, relative levels of supply and demand in the overall market, and anticipated future market share.
 - 'BOTTOM-UP' APPROACH reflecting current demand, annual repeat events, turned away events, and transfers from other locations, and;
 - 'TOP-DOWN' APPROACH reflecting analysis of comparable facility demand, relative levels of supply and demand in the overall market, and anticipated future market share.

The demand projections will identify the primary types and volume of events that will be attracted to the proposed facility and associated attendance projections.

TASK 8 – SITE ANALYSIS

Building upon our initial field work investigations and discussions with Client Representatives and other key stakeholders, Johnson Consulting will inventory potentially suitable sites for the possible new siting of the conference/convention center. Our analysis will identify site characteristics including:

- Preliminary program requirements: size and functional requirements.
- Relationship to surrounding development, including existing community elements such as hotel rooms, restaurants, entertainment, retail, or other facilities in the City.
- Urban design considerations.
- Hotel supply connections.
- Transportation including parking requirements; pedestrian and vehicular circulation and accessibility (this work will be preliminary in nature).

- Community impacts.
- Integration with other economic or community development efforts.
- Impact on existing businesses, hotels and tourism.
- Land, infrastructure and capital costs.
- Others as identified.

We will then rank the potential sites for a new conference/convention center utilizing Johnson Consulting's proprietary Site Ranking Matrix based upon their suitability for accommodating the recommended building program, market demand performance, total cost considerations, potential for expansion, and proximity to required support amenities. We will work with the City and designated review team to select the top two sites for concept studies for the target development program and for each site provide costs and impact analyses.

	Priority	Site A	Site B	Site C	Site D
Marketing Considerations					
Proximity to headquarters hotel	Critical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Concentration of hotel properties	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Hotels within shuttle distance	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Adjacent land use compatibility	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Proximity to airport	Minor	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Proximity to retail & restaurants	Minor	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Proximity to entertainment	Minor	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Project Development Considerations					
Exhibit hall on one level	Critical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ability to construct meeting space	Critical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ability to construct surface parking	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ability to construct structured parking	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Site Access					
Truck	Critical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Pedestrian	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Taxi, bus and auto access	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Overflow parking	Minor	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Site Development Costs					
Site acquisition cost	Critical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Demolition & site preparation	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Construction complexity	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Finance and Operations					
Ability to finance	Critical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Operating multiple sites	Critical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Autonomy of convention center & hotel	Important	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Legend	
Better than other sites	
Equal to average of other sites	
Worse than other sites	

TASK 9 – FINANCIAL & OPERATING ANALYSIS

Building upon our demand projections for the conference/convention center, and supplemented by data from competitive and comparable facilities, we will develop a detailed financial model of the proposed Center to determine anticipated revenues and expenses for the facility. The model will generate a 10 plus year projection of operating revenues, expenses (including estimated debt service), and net operating income, highlighting what the expected financial picture will be at the end of each year.

By way of example, revenues will include: space rentals, food and beverage, advertising, parking, service charges, and others specific to this project; and expenses will include: payroll, utilities, repairs and maintenance, advertising and marketing, security, insurance, management expense, reserve for replacement, and others identified. Johnson Consulting will work with the City to determine non-operating revenue/expense assumptions to inform the overall financial outlook.

We will also offer a specific discussion regarding revenue sources that are available to public assembly facilities, including benefactor naming rights and other specialized revenue streams, such as advertising or grants, and based on market conditions.

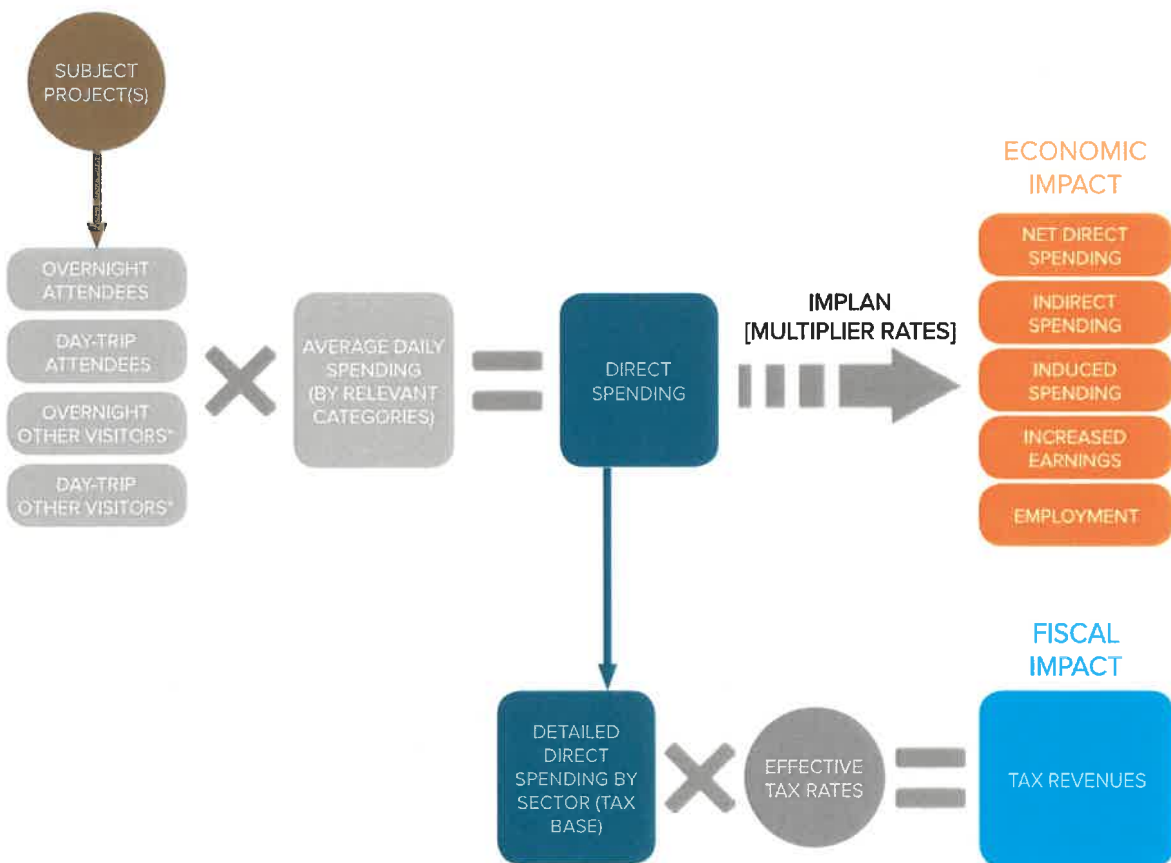
TASK 10 – ECONOMIC & FISCAL IMPACT ANALYSIS

Based on the Center's projected demand schedule and assumptions regarding origin of attendees, as well as the local and regional tax structure, Johnson Consulting will project the economic, social and fiscal impacts that will accrue in the local market as a result of the annual operations at the convention center as well as the one-time construction impacts. The analysis will consider direct spending impacts, and indirect and induced impacts, fiscal impacts, and local employment and income impacts based on standard multipliers of direct impacts that are refined based on local market conditions.

The presentation of our economic and fiscal impact analysis will include the following:

- **BASELINE ASSUMPTIONS:** Our model will develop variables for visitor spending, promoter spending, attendee origin, and other information. From our discussions with event managers and collection of secondary data, Johnson Consulting will have the necessary information on event attributes and attendee origin, attendee length of stay, percent of attendees who will likely stay overnight, and other significant variables.
- **DIRECT SPENDING ESTIMATES:** The analysis will estimate the direct spending of attendees, show organizers, and promoters for use in the projections.
- **FISCAL IMPACT ANALYSIS:** The fiscal impact analysis will quantify what the local (City and County) and state governments will receive from the development of the project. If applicable, we will estimate annual tax dollars returned to the state and local governments as a result of increased business activity and personal income associated with the construction and operation of the facility.

- INDIRECT AND INDUCED IMPACTS** Hotels, restaurants, surrounding businesses, and event organizers want to see what this facility will offer in relation to their existing operations. We will quantify what the facility will mean to these types of businesses if new facilities are developed. The economic impact analysis will also include a refined projection of the incremental number of annual room nights generated by the facility's demand, based on event and attendee characteristics and the projected demand schedules. If the Client wishes to have justification for indirect and induced spending we are experienced in using both RIMS and IMPLAN, which are both nationally recognized and generally accepted input-output models.



HOTEL MARKET ANALYSIS (OPTIONAL)

We will evaluate the current and projected hotel market demand and supply to determine how a new conference/convention center can best support growth in hotel supply and if there is any deficiency in the current supply to support the recommended improvements. We will also analyze the size of the facility in context of available room blocks given hotel market conditions and pricing. Our in-depth knowledge and thorough understanding of hotel market demand segmentation, fill patterns, and seasonality, as well as our experience with hundreds of hotel projects will be invaluable for this analysis.

Key questions this Task will answer include:

- How important is the conference/convention center in the overall demand picture for the market?
- How have the hotels in the market performed over the past several years?
- What is the historical growth of room supply in Arnold?
- What is proposed in the hotel development pipeline in Arnold?
- What will be the target room block size needed to support a new Center and what strategies will be needed to insure satisfactory room blocks?
- Is there a need for an additional new hotel(s) to support a new conference/convention center, above and beyond what is already planned?
- How will overall market performance change over time with a new hotel or hotels, for both the conference/convention center and the hotel market?
- How long will it take for a new hotel(s) to be absorbed?

We will spend a significant amount of our efforts understanding the nuances and depth of the specific components of the market that will drive room nights, will measure where current visitors are staying now and identify comparable hotels that may have been developed in similar markets to support convention attendee needs. Our analytical approach to answering these questions is presented below:

- Review total hotel supply offerings for Arnold market and map and describe competitive hotel offerings and plans for future hotel developments.
- Interview representatives from major hotel demand generators.
- Analyze historical trends in the overall hotel market, including the number of rooms, occupancy rates, and ADR's.
- Analyze room block availability by season.
- Define the market area that is impacted by the conference/convention center most directly and analyze the following over the past 5 years, based on hotel interviews and Smith Travel Research Data.
 - Seasonality of demand for the market.
 - Future occupancy and rate for the market.
 - Market penetration analysis for the proposed hotel and estimate future room-night demand, occupancy, and ADR trends for the market.
- Based on a supply and demand analysis, develop projections that reflect market growth and room supply additions needed to optimize Center usage.

MEETINGS, DELIVERABLES & REPORTS

We have budgeted for a minimum of three formal meetings – a project orientation, mid-point workshop with the City – dates pre-determined during the project orientation workshop, and a final meeting to present our findings and recommendations. We can be available for additional meetings and workshops during the study process, and will be available biweekly via conference call throughout the duration of the study. We will work closely with the City to ensure the timely delivery of a Final Report that accurately meets your needs and requirements and addresses all relevant questions and concerns that arise.

The following are deliverable products that we will provide to the City, designated review team, and key stakeholders:

- **DRAFT REPORT:** Will be provided to the City at the completion of the Tasks. The Draft Report will include an Executive Summary and fully documented findings and recommendations and will be accompanied by appropriate graphics and presentation material.
- **FINAL REPORT:** Fully documented Final Report to be provided at the completion of the study, addressing all client comments and refinements received throughout the study period.
- **PRESENTATION:** A PowerPoint presentation detailing our findings and recommendations, to be provided following the issuance of our Final Report. We will also be available to explain the feasibility study's findings and recommendations to the community and other stakeholders, if requested.

Johnson Consulting will meet and strive to exceed all of the City of Arnold's requirements and expectations relating to this feasibility study. We will achieve this by working closely with the City and other key stakeholders, in person and through regular conference calls, to ensure the timely delivery of a study that accurately meets the needs and requirements of the City of Arnold and addresses all relevant questions and concerns that arise during the study period. We truly look forward to the opportunity of serving you.

FEE PROPOSAL

The Scope of Work previously detailed can be provided with a high level of accuracy and commitment to excellence for a fee of US\$45,000, excluding expenses. The optional hotel analysis can be completed for an additional \$10,000. Expenses will only be billed if incurred. We anticipate a maximum expense allowance of \$2,500. We require a retainer of US \$15,000 plus a signed copy of this letter as our authorization to proceed.

OTHER TERMS

We wish to be a more meaningful service provider to the City of Arnold. For the next two years, this agreement is extendable for other services related to the analysis and deal structures, operational reviews, financing reports and owner's representation services. We believe our services would be of significant value to you. It is a pleasure to establish this relationship with you.

CONTRACTUAL CONDITIONS

Subject to the actual terms and conditions of any subsequent agreement with you, the following conditions are standard policy for Johnson Consulting and are customary for engagements of this type. Should you have any questions concerning any of these conditions, please feel free to contact us.

The findings and recommendations of our research will reflect analyses of primary and secondary sources of information. Estimates and analyses presented in our report will be based on economic trends, market assumptions, and financial data that are subject to variation. Johnson Consulting will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by management.

It is understood in accepting this proposal that neither fees nor payment thereof is contingent upon the findings of the study. Upon receipt of invoices, payment is to be made within 30 days of receipt unless prior arrangements have been made with management. Additionally, all outstanding invoices must be current prior to the release of any draft and final reports.

Johnson Consulting will have no responsibility to update its report for events and circumstances occurring after the date of its report. If you decide not to proceed with the project, or if it appears



that the study will result in a finding that the project cannot achieve its required results, Johnson Consulting would, at your request, terminate its work and would only bill you for fees and expenses incurred to that point in time.

If you require us to attend meetings and make presentations beyond the scope of services, Johnson Consulting will charge separately for its actual hours of professional time incurred in preparing for and attending the meetings. Professional time will be billed at Johnson Consulting's standard hourly rates plus travel and incidental expenses. Billing rates are subject to a minimum five percent increase as of January 1, 2020.

Invoices outstanding after thirty days of receipt shall accrue at the interest rate of one percent per month until paid. If we need to bring action to enforce the terms contained in this letter, you will be responsible to pay our reasonable attorney's fees, costs and expenses.

We commit to delivering the highest quality product within the timeframe we have proposed. If you have any questions, please feel free to call me at 312-447-2001.

Thank you for your interest in our firm. We look forward to the opportunity to serve you.

AUTHORIZATION TO PROCEED

Signature: _____

Name: _____

Title: _____

Date: _____

If you wish to wire payments, our wire information is provided below.

Bank: Chase Bank

ABA #: 071000013

Acct. #: 807069299

PROJECT EXPERIENCE





JOHNSON CONSULTING

Johnson Consulting, a corporation founded in 1996 in Chicago, Illinois, has conducted hundreds of similar engagements in the U.S., Canada, Central and South America, Asia, Africa, and Europe with a focus on the development of public assembly facilities, hotels and surrounding districts, urban renewal districts, and the broader real estate markets.

Our professionals at Johnson Consulting have worked in the convention, conference, hospitality, and sports consulting fields for over 35 years. The majority of this work is focused on planning, market and feasibility studies, economic and fiscal impact assessments, economic development, strategy development, tax analysis and projections, site selection, development consulting, developer and investor recruitment, as well as downtown and suburban development and redevelopment planning. These engagements involve a variety of land uses, including convention centers, conference centers, hotels, mixed-use development districts, sports facilities, entertainment and tourism, and specialized development, including numerous university based projects.

The majority of our clients are cities and counties; although we also perform studies for private developers and quasi-governmental organizations such as universities, convention and visitors bureaus and authorities. With both our public and private sector clients, we deliver high- quality work in a timely manner. Numerous repeat engagements with several clients are evidence of our reputation for quality and client satisfaction.

We have provided analysis, insight and recommendations for various development and real estate projects, providing both comprehensive evaluation of an entire area and specific evaluation of individual facility concepts and economic development potential. Our expertise allows us to counsel communities on whether development is appropriate, and if so, what should be built, where it should be built, and how to finance and develop the project. Johnson Consulting is noted for providing straightforward opinions and creating meaningful solutions to complex problems.



+20 YEARS

CONDUCTING ECONOMIC, MARKET
AND FINANCIAL ANALYSIS
FOR PUBLIC ASSEMBLY FACILITIES



20,000

BUILT HOTEL ROOMS



30M SQ.FT

OF EXHIBITION SPACE



\$100B

IN PROJECTS BUILT



+1,000

PROJECTS/ASSIGNMENTS

C.H. Johnson Consulting, Inc.

6 East Monroe Street, Fifth Floor

Chicago, Illinois 60603

312.447.2010

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SERVICES



CONSULTING SERVICES

Business Planning
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Sensitivity/Gap Analysis
Owner's Representation
Site Analysis

Manage RFP/RFQ Solicitations
Operational Audits
Negotiation Assistance
Public-Private Partnerships
Naming Rights Valuation
Funding Strategies

CHARLES H. JOHNSON IV

PRESIDENT & CEO / PROJECT EXECUTIVE | JOHNSON CONSULTING



AREAS OF EXPERTISE

Convention Center Feasibility Analysis
 Performing Arts Feasibility Studies
 Tourism Strategic Planning
 Hotel/ Mixed-use Development
 Real Estate Market and Finance
 Economic and Fiscal Impact Analysis
 Tax Revenue Projections
 Developer Solicitation and Negotiation

YEARS OF EXPERIENCE

With CHJC: 21 Years
 With Other Firms: 13 Years

EDUCATION

MBA Finance-Florida State University

BA- Real Estate & Hospitality-
 Florida State University

PROFESSIONAL CONFERENCES & AFFILIATIONS

International Association of Venue
 Managers (IAVM)
 Destinations International
 International City/County
 Management Association (ICMA)
 International Economic
 Development Council (IEDC)
 Managers World Trade Centers
 (MWTC)
 Association Urban Land Institute
 (ULI)

Charles is an internationally recognized real estate consultant with over 30 years of experience in general real estate, hospitality, convention, and performing arts consulting. Charles has worked on over 1,000 public assembly and urban development consulting assignments around the world. He has developed an extensive knowledge of the requirements for appropriate substantiation for funding and operations.

He has participated in various aspects of operational and sales enhancements strategies for Convention Centers, CVB's and hotels, which has allowed him to develop an extensive knowledge of operations, marketing and sales, and performance enhancement of destinations, convention facilities and hotels. His widespread experiences provide him with knowledge of industry best practices as well as case studies to draw from when analyzing market and feasibility studies and reviewing operating performance. This has earned him an international reputation among tourism and convention center professionals.

RECENT PROJECT EXPERIENCE

- **Austin, TX** – Austin Convention Center Masterplan and Headquarters Hotel
- **Bedford, TX** – Feasibility Study for a Redevelopment of a 185-Room Hotel Conference / Education Center
- **Bloomington, IN** – Bloomington Convention Center Expansion Feasibility and Strategy Study
- **Boston, MA** – Boston Convention And Exposition Center
- **Charlottesville, VA** – Conference/Convention Center Feasibility Study
- **Collinsville, IL** – Development of a Convention Center Strategic Plan
- **Corpus Christi, TX** – Convention and Civic Center Planning
- **Dallas, TX** – Dallas Fair Park Management Recruitment
- **Los Angeles, CA** – Los Angeles Convention Center Impact Analysis Update
- **Marion County, FL** – Convention Center / Multi-Purpose Facility Feasibility Study
- **Reno, NV** – Convention Center Expansion Study
- **St. Louis, MO** – America's Center Masterplan

RYAN JOHNSON

MANAGING DIRECTOR / PROJECT MANAGER | JOHNSON CONSULTING



Ryan has over 11 years of experience at Johnson Consulting as a managing director of market and demand feasibility, financial analysis, operational analysis and business planning for public assembly facilities, including an extensive amount of work for conference, convention, and performing arts and entertainment facilities. Ryan is currently working on a feasibility study for a convention / conference center in Charlottesville, VA, a feasibility study and operational plan analysis for a convention and performing arts center in Fairbanks, AK, and an expansion analysis for a convention center project in the Reno, NV.

AREAS OF EXPERTISE

Developer Solicitation and Negotiation
Real Estate Market and Finance
Economic and Fiscal Impact Analysis
Tax Revenue Projections
Business Management & Client Relations
Strategic Planning

YEARS OF EXPERIENCE

With CHJC: 11 Years
With Other Firms: 4 Years

EDUCATION

International Studies & Finance
-University of Denver, Denver, CO

PROFESSIONAL AFFILIATIONS

Destinations International
International Association of Venue Managers (IAVM)
International Economic Development Council (IEDC)
Urban Land Institute (ULI)

RECENT PROJECT EXPERIENCE

- **Austin, TX** – Austin Convention Center Masterplan and Headquarters Hotel
- **Boston, MA** – Boston Convention and Exposition Center
- **Charlottesville, VA** – Conference/Convention Center Feasibility Study
- **Chicago, IL** – McCormick Place Masterplan & Real Estate District
- **Collinsville, IL** – Development of a Convention Center Strategic Plan
- **Fairbanks, AK** – Fairbanks Convention Center/Performing Arts Center, Financial Plan and Management / Operating Plan and Budget
- **Dallas, TX** – Dallas Fair Park Management Recruitment
- **Denver, CO** – Colorado Convention Center
- **Erie, PA** – Erie Convention Center Master Plan, Feasibility Study
- **Marion County, FL** – Convention Center / Multi-Purpose Facility Feasibility Study
- **Nashville, TN** – Nashville Convention Center and Omni Hotel
- **Reno, NV** – Convention Center Expansion Study
- **San Marcos, TX** – Texas State University Hotel & Events Center
- **Seaside, OR** – Seaside Civic and Convention Center Expansion and Renovation Feasibility Study
- **St. Louis, MO** – America's Center Masterplan

AYU LISTIOWATI

DIRECTOR OF FINANCIAL PROJECTIONS & FUNDING STRATEGIES / SENIOR ANALYST | JOHNSON CONSULTING



AREAS OF EXPERTISE

Convention Center Financial Analysis
 Tourism Strategic Planning
 Hotel/ Mixed Use Development
 Real Estate Market and Finance
 Economic and Fiscal Impact Analysis
 Tax Revenue Projections

YEARS OF EXPERIENCE

With CHJC: 17 Years
 With Other Firms: 2 Years

EDUCATION

Master for Professional Study in Real Estate, 1998
 Cornell University
 Ithaca, New York

Professional Degree in Architecture
 University of Indonesia
 Jakarta, Indonesia

Ayu has over 19 years of experience working for Johnson Consulting where she specializes in market and financial analysis for hospitality, conference, convention, and real estate projects. Her background in architecture and real estate finance uniquely equips her with a balanced understanding of what makes successful projects – both functionally and financially. She is also experienced in economic and fiscal impact analysis and has assisted both public and private organizations in revenue projections as part of Tax Increment Financing (TIF) and/or other public funding projects. In firm assignments, she leads the firm's effort in research and analytics to provide accurate market and demand projections as well as the financial analysis and economic impact projections.

PROJECT EXPERIENCE

- **Austin, TX** – Austin Convention Center Masterplan and Headquarters Hotel
- **Bedford, TX** – Feasibility Study for a Redevelopment of a 185-Room Hotel Conference / Education Center
- **Cedar Park, TX** – Event/ Multi-Purpose Center Site Analysis
- **Charlottesville, VA** – Conference/Convention Center Feasibility Study
- **Chicago, IL** – McCormick Place Masterplan & Real Estate District
- **Collinsville, IL** – Development of a Convention Center Strategic Plan
- **Fairbanks, AK** – Fairbanks Convention Center/Performing Arts Center, Financial Plan and Management / Operating Plan and Budget
- **Madison, WI** – Dane County Exposition Center Feasibility Study
- **Marion County, FL** – Convention Center / Multi-Purpose Facility Feasibility Study
- **Rochester, NY** – Joseph A. Floreano Rochester Riverside Convention Center Expansion Study
- **Seaside, OR** – Seaside Civic and Convention Center Expansion and Renovation Feasibility Study
- **St. Charles, MO** – Convention Center Feasibility Study

**PROJECT HIGHLIGHTS**

- Economic and Fiscal Impact Analysis
- Market Analysis
- Strategic Plan
- Review of historical event demand, attendance, utilization, operating revenue, and expenses
- Management Review

Johnson Consulting was retained by the Gateway Center in Collinsville, Illinois (located in the St. Louis area) to perform an economic and fiscal impact analysis of the facility. It is expected that the data developed by management at the Center may understate the true value of the venue. The Johnson Consulting report represents an independent analysis regarding the true value of the venue and its contribution to the local economy. The economic and fiscal impact analysis set the stage for the strategy analysis which followed.

For the strategy analysis, Johnson Consulting performed a thorough market analysis to develop a long-range Strategic Plan for the facility and its surrounding support environment. While the Plan was written from the perspective of the Center and the focus, in many regards, is on the various options for enhancement and possible renovation of the center's facilities, many of the key drivers influencing the future of the Center exist outside its walls and authority. With the upcoming expiration of the tax subsidies, the recommendations helped to define the Center's "niche" and also the means to be financially sustainable.

**PROJECT HIGHLIGHTS**

- Market analysis
- Benchmark analysis
- Lost business analysis
- Demand projects
- Program recommendations
- Economic impact analysis

The St. Louis Convention and Visitors Commission (SLCVC) engaged Johnson Consulting to conduct a study on repositioning the America's Center Convention Complex if the Ram's vacate the Edwards Jones Dome, a part of the America's Center Complex. The objective of the study was to identify the type of spaces that current and past users need to host their event in St. Louis and how the reconfiguration of the Dome and expansion of the exhibition, ballroom, and meeting space could serve to keep existing users and attract additional users.

Johnson Consulting recommended the following development strategy for the SLCVC to pursue in optimizing the Convention Center's performance:

- Develop a new 60,000 square foot ballroom where an existing parking garage cuts into the Center's building footprint
- Repurpose half of the Dome for an expansion of exhibit space and retain the other half as a general session venue
- Add additional docks, back of house space and upgrades to pre-function spaces



PROJECT HIGHLIGHTS

- Evaluation and ranking of proposals
- Market and financial feasibility study
- Program recommendations
- Demand and operating projections
- Developer negotiation
- Facilitation of public workshops

Johnson Consulting was retained by the City of Jefferson, Missouri to assist in the recruitment of a developer for proposed hotel and conference center in the State's capital. Specifically, we provided:

- Expert advice pertaining to the criteria set forth in the developer RFP.
- Thorough review of all proposals.
- Development of clarifying questions.
- Presentation of proposals and summary of evaluation activities.
- Recommendations of evaluation methods to the City Council.
- Facilitation and advice in decision-making.
- Facilitation of staff evaluation sessions, public evaluation sessions, evaluation by experts in the field, and evaluation by stakeholders.

Johnson Consulting was subsequently retained to prepare an updated market and financial feasibility study pertaining to the proposed conference center.



PEORIA CIVIC CENTER MASTERPLAN

PEORIA, ILLINOIS

PROJECT HIGHLIGHTS

- Development of Campus Masterplan
- Physical Evaluation of a Theater, Convention Center, and Arena
- Market and Financial Analysis
- Management Review
- User Focus Groups and Surveys
- Economic Impact Analysis

Johnson Consulting, in partnership with Conventional Wisdom Corp., has been engaged by the Peoria Civic Center Authority (Authority) to evaluate the condition of the Peoria Civic Center (PCC) and to develop a facility masterplan that positions the facility to more effectively serve the community, and attract additional users to the Peoria market.

Completed in 1982, the SMG-managed PCC is a multi-venue complex that features three loosely integrated buildings: a 64,000 square foot convention center, a 12,000-seat arena, and a 2,200-seat performing arts theater. A second theater with 1,000-seats is under consideration.

In addition to numerous conventions and touring Broadway shows, the PCC is the home to Bradley Braves basketball games and the Peoria Rivermen hockey franchise.

Johnson Consulting is also participating in the development of Peoria's first community masterplan in 28 years. This comprehensive effort, which was led by the award-winning town planning firm of Duany Plater-Zyberk (DPZ), involves a series of public participation sessions designed to engage residents in planning the future of their community.

The overall end result was a study that addresses attracting additional visitors to the region, providing the community quality space to hold civic events, entertainment, and cultural events, and to enhance the position of the PCC as a resource for Central Illinois.

**PROJECT HIGHLIGHTS**

- Facility's first phase proposed to include 37,000 square feet of exhibit space, an 18,000 square foot ballroom, and 9,000 square feet of meeting space
- Projections of future demand and operations
- Management company selection support
- Economic impact projections for convention center and hotel, and analysis of tax revenues within and outside of planned TIF district
- Report appeared in bond issue

Johnson Consulting was engaged by the St. Charles County Convention and Sports Facilities Authority (Authority) to perform a market and financial analysis for the then planned convention center in St. Charles, Missouri. The analysis included estimates of demand for the facility, as well as its projected operating financial performance. We were subsequently engaged to perform other economic impact and tax-increment financing (TIF) analyses, and to assist the city in negotiating a management agreement with Global Spectrum and a hotel development agreement with John Q. Hammonds.

With a population of approximately 60,000, St. Charles is located just 20 miles northwest of downtown St. Louis. The city has become an event and tourist destination in its own right due to a wealth of historical attractions that endow the city with a distinctive character.

The Authority had purchased a site deemed appropriate for the convention center. In addition, the Authority had structured a deal to develop an adjacent 300-room Embassy Suites. Johnson Consulting worked with the City and Authority to quantify future economic impacts associated with the development of the two facilities. In addition, we assisted in the formation of a TIF district that includes the convention center and hotel site, and projected the future tax revenues that will accrue to the city as a result of the facilities' demand. Our analysis also identified additional tax revenues that will be generated outside of the planned TIF district due to the convention center and hotel's presence.

The project opened in April 2005 and is exceeding expectations.

**PROJECT HIGHLIGHTS**

- Prepared new business plan
- Operations analysis
- Established revenue targets
- Identified market penetration targets
- Contract evaluation and improvement

Johnson Consulting was engaged by Purdue University Calumet to prepare a new business plan for the university's existing conference center. The objective was to reposition the facility and revamp the operating structure in order to more effectively compete in the regional conferencing market.

While the Center at Purdue University Calumet has developed an excellent core business and high-quality events center, the original objective of using the facility to draw professional and knowledge-driven professional activities to campus has not been met. In addition, based on the lower than anticipated utilization, the Center is achieving its financial targets. The impact to the University is larger than anticipated annual operating contributions.

As part of this engagement, Johnson Consulting conducted a physical, financial, and operating review of the Center. When completed, our report will include recommendations on facility program changes, business and execution strategies, performance measures, estimates of demand, projected financial performance, and a review of strategic issues that need to be addressed by Purdue University Calumet in order to realize the potential of the Center.

We were re-engaged to update our previous report and assess the implementation of our recommendations.

**PROJECT HIGHLIGHTS**

- Assisted the City from the early planning stages through the implementation of the project.
- 60,000-square foot exhibit hall, 25,000-square foot ballroom, meeting space and a 412-room hotel.
- First-class convention center to be developed in an upscale suburban location.
- Issuance of tax-exempt bonds for the hotel.
- Issuance of G.O. debt for the convention center.

The City of Overland Park, a fast growing suburb of Kansas City, has recently become the second largest city in Kansas. It is the home of over 100 corporate headquarters, including Sprint's 4.1 million square foot corporate campus. The City sought to promote further economic development through the development of a hotel and convention center complex designed to serve the regional corporate community and state association market. Johnson Consulting performed a feasibility study and recommended facility developments that would provide the City with meeting and convention capabilities appropriate for the Overland Park market.

Johnson Consulting conducted a room tax study for the City to determine the amounts of revenue available for the financing of the convention center. The City acquired a 29-acre site and initiated the design of the Convention Center. Johnson Consulting then assisted with the issuance of an RFP for a hotel developer which resulted in the selection of Sheraton as the hotel operator and a decision to finance the hotel using tax-exempt municipal bonds. This non-recourse debt is payable from revenues of the hotel. Johnson Consulting helped the City develop the financing plan and negotiate a set of agreements among the City, the developer (Garfield Corporation), a design-builder (Turner Construction), and the Sheraton Corporation for the development and operation of the hotel. The Overland Park Development Corporation successfully sold the bonds for the project. Our room tax projections were used in the bond issue.

Construction on both the Convention Center and Hotel is complete and both facilities are open for business, exceeding expectations.

**PROJECT HIGHLIGHTS**

- Renovation/Expansion planning scenarios
- Physical evaluation of convention center and arena
- Market and financial analysis
- Management review
- User focus groups and surveys
- Economic impact analysis

Hanson Professional Services, Inc. (Hanson), engaged C.H. Johnson Consulting, Inc. (Johnson Consulting), under a sub-consultant agreement, as part of a master contract with the Springfield Metropolitan Exposition and Auditorium Authority (SMEAA), to conduct an evaluation for the potential Prairie Capital Convention Center (PCCC) expansion and to provide direction to Hanson, a technical consulting firm, who prepared initial design and site planning information. Opened in 1978, the Convention Center, which was designed to be utilized as both a convention center and an arena, and as a result has not served either the arena or convention industry of Springfield to its full potential. As the market has evolved, the arena market has changed and become more sophisticated. The proposed expansion of the convention center and remodel of the arena for Springfield is very consistent with today's trends and presents an opportunity to reposition the PCCC to a much more competitive venue, exclusively dedicated to conventions, tradeshow, consumer shows, meetings and social and cultural events.



PROJECT HIGHLIGHTS

- Master plan for entertainment district featuring two-theaters, an arena, and a AA baseball stadium
- Demand and operating projections
- Cost estimates and phasing plan
- Hotel Developer RFQ/RFP solicitation, coordination, and management
- Developer proposal evaluation
- Site analysis and recommendations

Johnson Consulting was engaged by the Erie County Convention Center Authority to conduct four distinct projects to extend the appeal and character of Erie as a convention, event, and tourism destination. Under the first engagement, we worked in partnership with the Authority to prepare a feasibility study and campus facilities master plan for the Erie Civic Center Complex (ECCC).

The ECCC is comprised of three facilities: the Warner Theatre, Tullio Arena, and Jerry Uht Ballpark. Our team was hired to evaluate the condition and performance of the facilities and prepare a master plan that positions the ECCC to remain an ongoing resource for Erie County. Our project explored strategies for developing the ECCC into an integrated arts, entertainment, and cultural district in downtown Erie through the development of the ECCC master plan; evaluated the physical condition of the ECCC's existing facilities, and recommendations regarding a capital improvements plan; and conducted financial analysis to measure the contribution margin associated with each capital improvement.

A fourth facility, the Erie Bayfront Convention Center, was added to the Authority's roster of facilities. The Authority retained Johnson Consulting to evaluate development proposals and sites for a convention center and a related headquarters hotel.

**PROJECT HIGHLIGHTS**

- Deal structure analysis
- Negotiation support
- Developer / operator due diligence review
- Financial analysis
- Economic impact review

Johnson Consulting assisted the City in preparing projections and developing a deal structure for a hotel and conference center in downtown. The \$19 million project with a 200-room hotel and conference center with 45,000 square feet of exhibit and meeting space was being developed to provide a high-quality venue to serve the growing need for conference space. The project was developed under an innovative public/private partnership. We defined the amount, size of quality of meeting and ballroom space as well as how meeting space economics would influence hotel economics.

Johnson Consulting also worked with the City to develop a financing structure for the project that created a Tax Increment Financing District to fund the conference center element and required the selected developer/ operator to participate in the financing of the hotel. The developer/ operator term sheet agreed upon by the City provided fair terms for both parties and accomplished the stated goals for the project. One unique element of the agreement was that the hotel developer would be responsible for the first \$300,000 operating deficit at the Conference Center.

Johnson Consulting also conducted due diligence to ensure the integrity and capacity of the developer to implement the project and provided ongoing deal structuring negotiation support related to the management and operating agreements. The project moved forward according to the recommendations made by Johnson Consulting. The facility's demand is exceeding expectations and returned a profit within the first year of operation.



DESIGN REVIEW OF THE BUSCH MEMORIAL CENTER SAINT LOUIS UNIVERSITY

PROJECT HIGHLIGHTS

- Conducted design review for the most functional and effective facility
- Developed an inventory of ballroom and meeting facilities in the area
- Analyzed the facility's demand potential, competitive position, and marketability
- Developed recommendations and advised on the renovation plans

Johnson Consulting was engaged by the Clayco Construction Company to review the renovation and expansion plans of the Saint Louis University Busch Memorial Center (SLU-BMC). Our report summarized selected issues and recommendations resulting from review of the floor plans and program of the project, focusing on the ballroom and meeting rooms. We considered the marketability, product options, competitive position, sizing, and facility components that would enable the facility to augment the ballroom business, fill the university-related supply gaps in the market as well as capture unmet and latent demand.

With its size and strategic location, the renovated SLU-BMC has the potential to capture banquet and meeting business from within the university and the general public. The new SLU-BMC will greatly enhance what SLU can offer to students, faculty, and the general public. The SLU-BMC is located in the center of the university campus.

The renovated SLU-BMC is a three-story building that will house university offices and student offices, for-lease space, dining areas, conference/meeting rooms, and a new 16,000 square foot ballroom. The renovated SLU-BMC has 22,500 square feet of ballroom and meeting space, 28,000 square feet of for-lease space, 24,000 square feet of university and student offices, and 28,000 square feet of dining areas, kitchens, storage, and a related serving area.

Johnson Consulting recommended rezoning and redesigning the meeting rooms for better flexibility and proximity to the ballroom. Additionally, Johnson Consulting advised the project team in developing the criteria for the finishes and amenities of ballroom and meeting rooms, in adding back-of-house space for the ballroom, and advised the team on selected design issues such as a drop-off area, loading dock, service area, and pre-function area.



DEARBORN CONFERENCE CENTER

DEARBORN, MICHIGAN

PROJECT HIGHLIGHTS

- Market analysis
- Financial analysis
- Demand projections
- Financial projections
- Assistance with operating approach

Johnson Consulting was engaged by the Detroit Metro Convention and Visitors Bureau (Detroit Metro CVB) to provide a feasibility analysis for a new conference center in Dearborn, Michigan, which forms part of suburban Detroit.

The Detroit Metro CVB was evaluating the feasibility of the proposed conference center, possible funding sources, and preferred operating approach. Johnson Consulting was initially engaged in 2001 to provide a market and financial feasibility study related to the proposed facility. In 2008 we were retained to prepare an update to our initial analysis. As part of the City's due diligence, Johnson Consulting was engaged again in 2012 to provide a peer review a regional needs assessment undertaken in 2011. In addition to testing the methodology and accuracy of the market demand assessment, we identified various funding options and financing mechanism for the facility and prepared operating and performance projections with and without replacement costs, as well as with or without legislative assistance.

JOHNSON CONSULTING MISSION STATEMENT

Johnson Consulting is committed to providing governments, developers, and not-for-profits with real estate market and financial analysis and project implementation support for urban and destination-oriented projects.

We guide our clients through organizational advancement by way of best-practice advisory services.

We promote the following values through our work: objectivity, independence, economic pragmatism, and social responsibility.



**JOHNSON
CONSULTING**

JOHNSON CONSULTING
6 East Monroe Street, 5th Floor
Chicago, IL 60603
312.447.2010 | chjc.com

RESOLUTION NO 19-19

A RESOLUTION RATIFYING THE CITY ADMINISTRATOR'S EMERGENCY APPROVAL OF A CONTRACT WITH KOZENY-WAGNER FOR THE REPAIR OF A DAMAGED EXTERIOR WALL.

WHEREAS, a vehicle crashed into and damaged an exterior wall of City Hall; and

WHEREAS, City staff received three quotes from construction companies for repair; and

WHEREAS, the quote from Kozeny-Wagner was the lowest and best; and

WHEREAS, the City Administrator approved the quote using his emergency purchasing powers, which require ratification from the City Council;

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

Section 1. The City Administrator's emergency approval of the attached quote from Kozeny-Wagner is hereby ratified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

**AGREEMENT
CITY OF ARNOLD MISSOURI and KOZENY-WAGNER, INC.
CITY HALL DAMAGE REPAIR**

This AGREEMENT (the "Agreement") is made effective March 1, 2019 by and between The City of Arnold, Missouri (the "Owner"), and Kozeny-Wagner, Inc. (the "Contractor").

WHEREAS, the Owner, owner of certain real property located at 2101 Jeffco Blvd., Arnold, MO. 63010 (the "Property"), has requested that Contractor to submit a proposal to provide certain work, labor and materials on behalf of Owner in connection with the construction of certain repairs to the Property for damage to the City Hall Building.

WHEREAS, Contractor submitted a Proposal and in so doing, offered to provide the Owner the work necessary to perform the Project (the "Work").

WHEREAS, the Owner has accepted the Contractor's Proposal and the parties wish to document the terms of their agreement pursuant to this Agreement.

WHEREAS, for this project, Contractor's Project Manager will be Eric Kuehn, and Owner's Representative will be Bryan Richison.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Work.** The Contractor shall fully execute the Work described in Exhibit A. The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work.

2. **Contract Price.** The Owner shall pay to the Contractor for the performance of this Agreement the sum of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00) (the "Contract Price"), subject to the following:

a. **Uncontemplated Conditions.** The Contract Price has been based on normal conditions, without allowance for any additional work that might be caused by uncontemplated conditions. Should the Contractor encounter subsurface or other hidden conditions that vary materially from the conditions indicated in the Contract Documents or from conditions that would be typically expected, then the Contractor shall stop the work and advise the Owner in writing of same. If the Owner determines to proceed with addressing the uncontemplated conditions, then the cost for this additional work, plus Contractor's overhead and profit, shall be added to the Contract Price.

b. Overtime. If, at any time, Owner requests overtime work which requires overtime or premium pay, Contractor shall be entitled to add such premium or overtime pay to the Contract Price, plus Contractor's overhead and profit.

c. Change Orders. The Contract Price shall be adjusted by the amounts specified in any Change Orders. There shall be no changes to the scope of work or the Contract Price other than as a result of a fully executed change order between the parties.

3. Date of Commencement and Time of Performance. The Date of Commencement of the Work shall be the later of the Owner's written notice to proceed. The Contractor anticipates that the Date of Commencement will be approximately March 15, 2019, and that the Work will be substantially complete in thirty (30) days after the Date of Commencement. The Contractor shall diligently prosecute the Work after the Date of Commencement until the Project is completed.

4. Substantial Completion. Substantial Completion shall be the stage of progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. After the Date of Commencement, the Contractor shall proceed diligently with the Work and shall achieve same within a reasonable time.

5. Payment.

a. Monthly Invoices: Contractor shall invoice the Owner on a monthly basis based upon percentage completion. Owner shall make payment to Contractor within fifteen days of Owner's receipt of the Contractor's invoice. Owner may withhold ten percent retainage.

b. Final Payment. Within fifteen days of Substantial Completion of the Work, Contractor shall be entitled to payment of the balance of the Contract Price less the value of 150% of any punch list items that remain to be completed. After the punch list is completed, the Owner shall make payment for the remaining Contract Price within twenty days of the Owner's receipt of the Contractor's final invoice.

c. Lien Waivers. Contractor shall furnish lien waivers in its customary form to support all applications for payment.

d. Failure to Pay. Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month. If Owner fails to pay Contractor any sums due, Owner shall pay Contractor all attorney's fees incurred by Contractor in collecting amounts owed to Contractor under this Agreement. If payment is not made, as set forth above, Contractor reserves the right (without further notice) to immediately stop work until the payment then due is made, and the Contract Price shall be increased by the amount of Contractor's costs of

shutdown, delay and startup and, in such event, Contractor will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage.

6. **Owner Cooperation.** Owner shall cooperate fully with Contractor in securing all building and other permits, approvals, licenses and inspections. Owner shall promptly furnish all information and/or services requested of it by Contractor, shall promptly review all construction plans, specifications and other documents submitted to it by Contractor and shall promptly render decisions pertaining thereto that may be required of Owner, to avoid delay in the orderly progress of construction. Contractor shall be entitled to rely on the accuracy of the information furnished by Owner.

7. **Changes to Work.** Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order. A Change Order shall be based upon an agreement between the Owner and Contractor and shall be signed by both parties. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date. Contractor shall receive a mark-up of ten percent on the costs associated with any Change Order.

8. **Delays and Extensions of Time.** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of any employee of the Owner, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, weather, or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which justify delay, then the completion date, if any, shall be extended by Change Order for such reasonable time as may be agreed to between the Owner and Contractor, and the Contractor shall receive an equitable adjustment of the Contract Price.

9. **Owner Observations.** If Owner observes or otherwise becomes aware of any error, fault, omission or defect in the Work or any non-conformity with the Contract Documents, Owner shall promptly give written notice thereof to the Contractor and if such notice is not promptly given, Owner shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.

10. **Hazardous Materials.** Contractor and its subcontractors shall not be required to handle, remove, remediate, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of Owner, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, Contractor shall notify Owner of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the Owner has arranged for the removal of the same. Contractor shall be entitled to an extension of the Contract Time for ceasing work pursuant to

this Section. Owner shall indemnify, defend, and hold Contractor and its respective officers, directors, employees, agents and subcontractors ("Indemnified Party"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, or obligations, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by Owner concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of Contractor or its agents.

11. Insurance. Contractor will obtain and maintain Builder's Risk insurance for the Project and such insurance shall name the Owner as an additional insured. Current evidence of such insurance shall be furnished to Owner upon request. Contractor will maintain the following insurance coverage: (i) commercial general liability insurance with coverage limits of not less than \$1,000,000 per occurrence, (ii) employer's liability coverage with limits of not less than \$1,000,000, (iii) worker's compensation with statutory limits, (iv) automobile liability coverage of not less than \$1,000,000, (v) umbrella liability with limits of not less than \$5,000,000. Owner is to be named as an additional insured on all policies except the worker's compensation policy. Insurance obtained by the Contractor shall be primary with respect to any insurance that the Owner may have covering the same risks.

12. Design. Owner agrees and acknowledges that Contractor is not acting in a design capacity for any of the scope on the Project. Should design services be required, Contractor is available to arrange for those services by qualified design professional agreeable to the Owner. Owner may contract for those services separately from this agreement and Contractor agrees to work with the design professional selected by the Owner to complete the scope of the project.

13. Miscellaneous.

a. Waiver. The failure of the parties in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or a relinquishment for the future of such term or option, but that the same shall continue in full force and effect.

b. Severability. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

c. Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

d. Consequential Damages. The parties mutually waive all claims for consequential damages against each other arising out of this Agreement or the performance of their respective obligations thereunder.

e. **Choice of Law and Venue.** This Agreement shall be interpreted under the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in the courts located in the county where the Project is located, and the parties hereto agree to the venue and personal jurisdiction of these courts.

f. **Owner Representations.** The Owner warrants that it has the necessary power and authority to enter into this Agreement. This Agreement is a legal, valid and binding obligation of the Owner.

g. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this instrument the day and year first above written.

City of Arnold, Missouri

Kozeny-Wagner, Inc.

By: Buy Blum

By: Patrick J. Kozeny

Title: City Administrator

Title: PATRICK J. KOZENY, PRESIDENT



February 14, 2019

Mr. Lloyd Montgomery
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

Exhibit "A"

kozenywagner.com

951 West Outer Road
Arnold, MO 63010-1313

t. 636.286.2012
f. 636.286.2409

RE: City Hall Wall Damage, 2-13-19

Dear Mr. Montgomery,

Kozeny Wagner, Inc. proposes the following bid to perform the work as outlined in the site review dated 2-13-19:

BASE BID: Twenty Four Thousand, Two Hundred Fifty Dollars (\$ 24,250.00).

Our Proposal is based on the following:

Supervision, Coordination, Safety, Demolition to KWI Dumpster, Framing, Brick, Insulation, Sheathing, Drywall, Casework (Reinstall existing), Taping & Painting, Vinyl Base, Downspout (New), Caulking, Plumbing/Mechanical (\$500 allowance), Electrical (\$500 allowance).

Clarifications and Qualifications:

1. New brick from window to window and to top of windows (Roughly 12' wide x 9' tall) due to differential plane at expansion joint.
2. Materials to match existing as close as possible.
3. All renovation work is to be completed during normal working hours (7:00am-3:30pm)
4. The cost for the building permit is excluded.
5. Sales tax is excluded.
6. KWI standard insurance is included.

Kozeny Wagner appreciates the opportunity and we look forward to working with you on the successful completion of this project.

Should you require any additional information please feel free to contact us.

Respectfully submitted.

Eric Kuehn
Project Manager
ekuehn@kozenywagner.com

cc: File

RESOLUTION NO. 19-20

**A RESOLUTION APPROVING A NEW FULL TIME BUILDING
INSPECTOR POSITION AND INCREASING THE PART TIME
COURT CLERK TO FULL TIME.**

WHEREAS, in order to become proactive in addressing property maintenance and code enforcement issues the Community Development Department needs an additional building inspector; and

WHEREAS, this proactive approach is also likely to result in an increased number citations, which will require additional staff in the Municipal Court;

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

Section 1. A new full time building inspector position is hereby approved. The estimated annual cost of the new position is \$60,873.

Section 2. The current part time Court Clerk position is hereby increased to full time. The estimated annual cost of the increase to full time is \$31,935.

Section 3. The City Administrator will reflect the impact of these position increases on the current budget in the mid-year budget adjustment he presents to the City Council in April.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

March 3, 2019

Mayor Counts
Arnold City Council
Arnold, MO 63010

Dear Mayor Counts:

On May 10th, 2019 St. John's Lutheran School will once again hold their Community Block Party. As in past years, we would like to offer fireworks at the end of the event.

I am seeking Council's permission to have fireworks again this year.

As always, you and your staff are invited to attend this free community event.

Thanks,



Carol Neuf
Block Party Committee

borzil9@att.net

636-296-2180

Mary Ellen Cox

From: Secretary IC Church <parishsecretary@icarnold.com>
Sent: Friday, March 15, 2019 7:55 AM
To: Mary Ellen Cox
Subject: Immaculate Conception Parish Picnic

Mary Ellen Cox,

Our Parish will hold its annual Parish Picnic on May 17th and 18th 2019. We would like to shoot off fireworks as we did last year on the evening of Saturday May 18th to conclude our picnic.

Thank you,

Sarah Wise
Parish Secretary
636-321-0002, ext 1-10