

City of Arnold, Missouri

City Council
Council Chambers

November 21, 2019
7:00 P. M.

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Encounter Church - Pastor Dr. Ed Callahan
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **November 7, 2019**
 - B. Payroll Warrant **#1329 in the Amount of \$297,387.88**
 - C. General Warrant **#5750 in the Amount of \$1,023,014.17**
6. Ordinances:

None
7. Resolutions:
 - A. **Resolution No. 19-66:** A Resolution Authorizing the Mayor to Enter into a Contract with Tubbs and Son Construction to Undertake the Demolition of 875 Hill Court, Arnold, Missouri as Ordered by the Building Appeals Board of the City of Arnold on October 16, 2019.
 - B. **Resolution No. 19-67:** A Resolution Authorizing the Mayor to Enter into a Task Order with Intuition & Logic to Provide Continuing Engineering Design Services for the MS4 (Municipal Separate Sewer Systems) Storm Water Services for the City of Arnold.
8. Motion:
 - A. 2019-42 Mustard Seed Preschool: A request for Approval of a Conditional Use Permit for a Preschool at 1861 Missouri State Road.

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

**Next Regular City Council Meeting December 5, 2019 @ 7:00 p.m.
Next Work Session December 12, 2019 at 7:00 p.m.**

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Monday, November 18, 2019

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

The Pledge of Allegiance was recited.

Councilman Tim Seidenstricker offered the opening prayer.

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

Mayor Counts called Sheila Home with AARP forward. Ms. Home informed the audience that the City of Arnold is the only municipality in Missouri recognized as an AARP age friendly community. Ms. Home presented a check in the amount of \$15,000 to Mayor Counts and Bill Knittig with the Aging & Disabilities Committee. This grant was awarded for all age access in our parks. Mayor Counts thanked Bill Knittig and the Aging and Disabilities Commission for all their hard work and dedication to the City.

BUSINESS FROM THE FLOOR

Tammy Meek Fessel, 3153 Tuscan Valley Estates Court, unincorporated Arnold – Spoke to council regarding the possibility of having “Warming Stations” in the city for people who are homeless or have lost power and have no heat or air. She feels this is something that is needed in Arnold.

Danny Tuggle, 3766 Clearwood Drive, Eureka – Is interested in leasing/running the golf course and doesn’t want to see it close. Mr. Tuggle believes keeping it open is important to the area.

Doug Cary, owns 12 Bridgeview Court – Spoke to council regarding a letter he received from the owner of Bridgeview Mobile Home Park. He owns and rents the mobile home at 12 Bridgeview Court. Mr. Cary stated the mobile home received many violations after a recent inspection and he is not sure why. Mr. Cary was informed to contact David Bookless.

Paul Ederer, 109 Bogey Blvd, Arnold – Requested an update on the golf course. Stated that part of the reason they purchased their villa was due to the proximity of the course.

Ron Crawford, 157 Bogey Blvd, Arnold – Stated he is a trustee for the Palmer Place Homeowners Association and would like to see the golf course remain open.

CONSENT AGENDA

- A. REGULAR AND PUBLIC HEARING MINUTES OCTOBER 17, 2019 MEETING**
- B. PAYROLL WARRANT NO. 1328 IN THE AMOUNT OF \$370,700.32**
- C. GENERAL WARRANT NO. 5749 IN THE AMOUNT OF \$532,617.52**

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Gary Plunk. Roll call vote: Fleischmann, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Sullivan, yes; Fulbright, yes; McArthur, yes; 8 Yeas: **Consent agenda approved.**

ORDINANCES

BILL NO. 2759 – AN ORDINANCE PROVIDING FOR THE REPEAL OF CHAPTER 220 (GENERAL NUISANCES) OF THE ARNOLD CODE OF ORDINANCES AND ENACTING IN LIEU THEREOF A NEW CHAPTER 220 (GENERAL NUISANCES) ON THE SAME SUBJECT WITH CERTAIN MODIFICATIONS AS HEREINAFTER SET FORTH, AND ESTABLISHING PENALTIES FOR THE VIOLATION THEREOF was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Sullivan, yes; Fulbright, yes; McArthur, yes; 8 Yeas: **Ordinance passed.**

BILL NO. 2760 – AN ORDINANCE PROVIDING FOR THE REPEAL OF CHAPTER 515 (DANGEROUS BUILDINGS) OF THE ARNOLD CODE OF ORDINANCES AND ENACTING IN LIEU THEREOF A NEW CHAPTER 515 (DANGEROUS BUILDINGS AND STRUCTURES) ON THE SAME SUBJECT WITH CERTAIN MODIFICATIONS AS HEREINAFTER SET FORTH, AND ESTABLISHING PENALTIES FOR THE VIOLATION THEREOF was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Sullivan, yes; Fulbright, yes; McArthur, yes; 8 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 19-63 – A RESOLUTION AUTHORIZING THE PURCHASE OF A 2020 DODGE 5500 DUMP TRUCK AND RELATED EQUIPMENT PARTS

Gary Plunk made a motion and so moved to approve Resolution No. 19-63. Seconded by EJ Fleischmann. Roll call vote: Fleischmann, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Sullivan, yes; Fulbright, yes; McArthur, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-64 – A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF JEFFERSON, MISSOURI AND INCORPORATED MUNICIPALITIES FOR THE ONE-HALF OF ONE-PERCENT SALES TAX FOR CAPITAL IMPROVEMENTS TO PUBLICLY MAINTAINED ROADS

Butch Cooley made a motion and so moved to approve Resolution No. 19-64. Seconded by Vern Sullivan. Roll call vote: Fleischmann, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Sullivan, yes; Fulbright, yes; McArthur, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-65 – A RESOLUTION AUTHORIZING A LEASE/PURCHASE AGREEMENT WITH COMMERCE BANK/CLAYTON HOLDINGS, LLC FOR THE ACQUISITION OF A NEW FALCON 3-TON ASPHALT RECYCLER AND HOT BOX SLIP-IN

Tim Seidenstricker made a motion and so moved to approve Resolution No. 19-65. Seconded by Jason Fulbright. Roll call vote: Fleischmann, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Sullivan, yes; Fulbright, yes; McArthur, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-60 – A RESOLUTION EXTENDING THE LEASE AT CORRIDOR 55 FOR A PERIOD OF EIGHT (8) MONTHS

Vern Sullivan made a motion and so moved to approve Resolution No. 19-60. Seconded by Gary Plunk. Roll call vote: Fleischmann, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Sullivan, yes; Fulbright, yes; McArthur, yes; 8 Yeas: **Resolution approved.**

MOTIONS

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

Jason Fulbright made a motion and so moved to hold a closed session immediately following the city council meeting. Seconded by Brian McArthur. Roll call vote: Fleischmann, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Sullivan, yes; Fulbright, yes; McArthur, yes; 8 Yeas: **Motion carried.**

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Gary Plunk, Ward 4 – Encouraged everyone to attend the Veterans Day Parade tomorrow.

Mark Hood, Ward 3 – Echoed the Mayor’s sentiments regarding Bill Knittig and the Aging and Disabilities Commission.

Tim Seidenstricker, Ward 2 –Informed council that he attended the 10th anniversary celebration for Jeffco Express, where he accepted an award on the City’s behalf, thanking us for our support of the bus service.

Jason Fulbright, Ward 1 – Thanked Bill Knittig, Gary Plunk, Vern Sullivan and the Aging and Disabilities Commission for their hard work and dedication.

ADMINISTRATIVE REPORTS

Bryan Richison – Echoed everyone’s sentiments regarding the work of the Aging and Disabilities Commission. Informed council he received a call from a resident thanking the city for passing the ordinance which holds home owners accountable for habitual drug activity at their rentals. Mr. Richison informed council that the city received the full grant allocation from DNR for a storm water grant and will receive \$240,000. Also, the School Safety Task Force will have their first meeting next week.

Bill Lehmann – Mirrored everyone’s comments regarding the Aging and Disabilities Commission. Mr. Lehmann also informed council that the City received the “excellence in financial reporting” award again this year.

Judy Wagner – Updated everyone on the Jeffco/Tenbrook Intersection Project.

David Bookless – Referred council to the “Arnold By The Numbers” handout he provided them before the meeting. This is “factoid” sheet that Community Development will provide every couple of months.

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



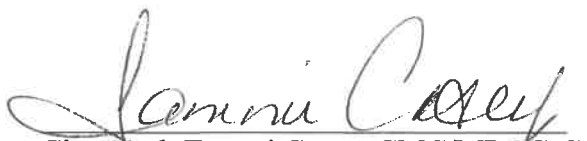
Closed Session ended at 8:45 p.m.

5
Regular Meeting
November 7, 2019

A motion to adjourn the meeting was made by Vern Sullivan. Seconded by Butch Cooley.

Voice vote: All yeas.

Meeting adjourned at 8:45 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

Draft

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 11/7/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: EJ FLEISCHMANN

COUNCIL: GARY PLUNK

COUNCIL: BUTCH COOLEY

COUNCIL: MARK HOOD

COUNCIL: TIM SEIDENSTRICKER

COUNCIL: VERN SULLIVAN

COUNCIL: JASON FULBRIGHT

COUNCIL: BRIAN MCARTHUR

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

ROLL CALL	CONSENT AGENDA	BILL NO 2759	BILL NO 2760	RESOLUTION NO 19-63	RESOLUTION NO 19-64
PRESENT					
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT					
PRESENT	PARKS DIR:		DICKIE BROWN		PRESENT
PRESENT	PUBLIC WORKS:		JUDY WAGNER		PRESENT
PRESENT	TREASURER:		DAN KROUPA		PRESENT
PRESENT	POLICE DEPT.		CHIEF SHOCKEY		PRESENT
PRESENT					

Those in attendance as noted by City Clerk Tammi Casey; Mayor Ron Counts, Fleischmann, Plunk, Cooley, Hood, Seidenstricker, Sullivan, Fulbright (excused), McArthur, Richison, Bookless, Lehmann, Sweeney, Brown, Wagner, Kroupa (excused) and Major Carroll.

CONVENTION CENTER STUDY

Mayor Counts introduced Charlie Johnson with Johnson Consulting, which is the firm hired by the City to perform a study regarding the feasibility of building a convention center in Arnold. Mr. Johnson informed council that his firm looked at the entire region, including Collinsville Illinois. They interviewed representatives from places such as Drury Inn, Jefferson County executives and various businesses in the area to determine their needs. His firm also looked at existing facilities in the area such as hotels, sports facilities and entertainment venues. The study shows there is a need in this area and they suggest a multi-purpose/flex space structure of approximately 30,000 to 35,000 square feet. After discussion by council, who expressed interest in moving forward, Mayor Counts stated he will form a committee for the project.

DIGITAL SIGNS

David Bookless reminded council that there is \$100,000 allocated in this years' budget for a new LED sign. The plan now is to replace the current sign at the entrance to City Hall on Jeffco with an LED sign, replace the "eye level" signs in front of the City Hall building indicating the court/administration side and police department side with lettering above the doors of each side, a new conference center sign behind City Hall and a new and improved LED sign for the entrance to the Rec Center. The cost of the entire project is \$123,000. Discussion followed by council indicating their desire to move forward with the entire project.

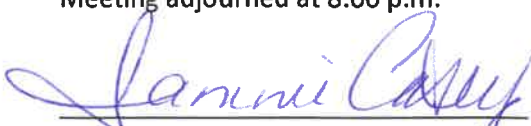
COUNCIL PACKETS

Mayor Counts spoke to council regarding the hard-bound agendas that are placed on the dais each meeting. A few years ago, I-Pads were given to council members to be used in place of the hard-bound books. Using the I-Pads saves money on paper and labor costs. Bryan Richison stated he will have staff contact each council member to determine which type of agenda they prefer, whether it be electronic or hard copy. Which ever is preferred is what will be provided to each council member.

Tim Seidenstricker made a motion and so moved to adjourn the meeting. Seconded by Vern Sullivan.

Voice vote: All Yeas.

Meeting adjourned at 8:00 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

RESOLUTION NO: 19-66

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH TUBBS AND SON CONSTRUCTION TO
UNDERTAKE THE DEMOLITION OF 875 HILL COURT, ARNOLD
MISSOURI, AS ORDERED BY THE BUILDING APPEALS BOARD
OF THE CITY OF ARNOLD ON OCTOBER 16, 2019

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Tubbs and Son Construction to undertake the demolition of 875 Hill Court, Arnold, MO as ordered by the Building Appeals Board of the City of Arnold on October 16, 2019.

A copy of said contract and pricing identified in Exhibit A is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



MEMORANDUM

Date: November 12, 2019
To: Bryan Richison
From: David B. Bookless
Subject: Demolition Bids

Attached please find the three (3) received bids for the demolition of 875 Hill Ct. Staff is recommending that the City enter into a contract with *Tubbs and Son*, who submitted the *second lowest bid* for project (*see attached bid results*). Staff believes that Tubbs and Son should be awarded the bid based on additional information provided by Stan Morris Construction (the low bidder on 875 Hill Ct.) and Tubbs and Son with respect to two technical approaches to the jobs. The representative from Stan Morris Construction stated that with completion of the project(s), they would install erosion control and seed and straw, which is the minimum requirement of the bid specs. The representative from Tubbs and Son indicated they would seed, straw, and install erosion control blankets (i.e. "grass mats"). Tubbs and Son's method, in the opinion of Staff, is preferred due to the season and its effectiveness. Additionally, the representative from Tubbs and Son indicated that they would grind all concrete floors, foundations, etc., making it suitable fill, before covering with 24 inches of top soil. It is Staff's belief that this approach represents best practices and welcome its application here. The representative from Stan Morris Construction did not offer any information about the same.

Demolition 875 Hill Court

Bid opening: November 11, 2019 @ 2:00 p.m.

3 bid(s) received

Tammi Casey; Bill Lehmann, David Bookless, Randy Noland, Bryant Tubbs, Douglas Bielicke

	Vendor	Location	875 Hill Court
1	TA Contracting (Tim Ahrens)	St. Louis MO	\$ 12,590.00
2	Tubbs and Son		\$ 10,999.00
3	Stan Morris Construction		\$ 9,850.00
4			
5			
6			
7			
8			
9			
10			

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this 21 day of NOVEMBER 2019, by and between TUBBS AND SON hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on NOVEMBER 21, 2019, and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidental to the furnishing of all material, equipment, and labor to undertake DEMOLITION WORK – 875 HILL COURT in accordance with the project specifications contained in the bid package, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

All work related DEMOLITION WORK – 875 HILL COURT to shall be completed within two (2) weeks after receiving "Notice to Proceed" from the City. This period of time may be adjusted by the COMMUNITY DEVELOPMENT Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond one (1) month from the date of the Notice to Proceed.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the COMMUNITY DEVELOPMENT Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the COMMUNITY DEVELOPMENT Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on DEMOLITION WORK – 875 HILL COURT bid the amount of \$10,999.00 attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the DEMOLITION WORK – 875 HILL COURT.

Quantities may be added or deleted at any time during the contract. This contract is based on a quantity at a unit cost.

The above unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any

obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

285.530 RSMo: Work Authorization
292.675 RSMo. OSHA Training.
RSMo. 34.353 et seq. American Products.
290-210 Prevailing Wage

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. 1, -, -, and -, the Bid, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: Tubbs And Son Construction
Contractor Address:
P.O. BOX 107
Lonedell, MO 63060

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:

Title

By: _____
Tammi Casey, City Clerk

Date

Date

Telephone No.

(SEAL)

(SEAL)

APPROVED AS TO FORM:

City Attorney

INVITATION TO BID

Demolition of a Vacant Dangerous Building Located at 875 Hill Ct.

City of Arnold, MO
Community Development Department – Building Division
2101 Jeffco Blvd.
Arnold, MO 63010

Contact: Lloyd Montgomery, Building Commissioner; 636-282-2378 or
lmontgomery@arnoldmo.org

The **City Clerk** for the City of Arnold, Missouri, will receive bids for this project until **2:00 PM on Monday, November 11, 2019**, at City Hall, 2101 Jeffco Blvd., Arnold, MO, 63010 at which time the bids will be opened and read aloud publicly.

BIDS MUST BE FURNISHED ON THE BID FORM ENCLOSED AND ADDRESSED TO THE CITY CLERK IN A SEALED ENVELOPE LABELED: "DEMOLITION BID - 875 HILL CT." LATE BIDS WILL NOT BE CONSIDERED.

NOTE: Please make sure you include in your bid total the cost of having an inspection completed for the presence/absence of asbestos and its extent. If you are the lowest responsible bidder, you will be required to have this inspection completed and results submitted to the City of Arnold, Missouri prior to the issuance of a permit to perform work on the site.



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**BID FOR DEMOLITION WORK
LOCATED AT 875 HILL COURT**

- 1) The undersigned bidder declares that he has read the:
 - Specifications and examined the site of the work and has determined for himself the conditions affecting the work, and he proposes and agrees, if this Bid Proposal is accepted, to provide at his own expense, all labor, materials, insurance, superintendence, machinery, equipment, tools, apparatus, appliances ready for its intended purpose, the entire work and all parts thereof described as included under the Specifications and Work Specifications in the manner and items prescribed, including all work incidental thereto, according to the Specifications and Work Specifications as the Building Commissioner may give.
- 2) The undersigned bidder, in compliance with the advertisement for bids, hereby proposes to do the work called for in said Specifications.

BID AMOUNT

TOTAL BID: \$ _____

NOTE: The cost of any asbestos abatement will be negotiated as 'Addendum' with contractor.

- 3) The undersigned agrees, upon written notice of the acceptance of the bid within fourteen (14) days after the opening of the bids, that he will execute the contract in accordance with the bids as accepted.
- 4) As an evidence of good faith in submitting this Bid, the Undersigned encloses either a cashier's check, a certified check drawn on an acceptable bank, or an acceptable Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid which, in case he refuses or fails to accept an award and enter into a Contract and file the required bonds within the prescribed time, shall be forfeited to the City of Arnold, Missouri, as liquidated damages.
- 5) The Undersigned hereby declares that the only parties interested in this Bid are named herein, that the Bid is made without collusion with any other person, firm, or corporation, and that no member of the City Council, officer or agent of the City of Arnold, Missouri, is directly or indirectly financially interested in this Bid.

Signatures of Bidders

Printed/Typed Names

If an Individual: _____

Doing Business As: _____

Date: _____

The Undersigned states that this Bid is made in the character or capacity checked in the box below, that he is the agent of, and is duly authorized to sign for:

(Legal name of Firm)

This Bid is signed with the full understanding of the Specifications and the foregoing terms of the Bid.

CHECK ONLY ONE

- | | |
|---|---|
| <input type="checkbox"/> Missouri Individual | <input type="checkbox"/> Foreign Individual |
| <input type="checkbox"/> Missouri Partnership | <input type="checkbox"/> Foreign Limited Liability Corp. Licensed |
| <input type="checkbox"/> Missouri Limited Liability Corporation | in Missouri and Incorporated in the state |
| <input type="checkbox"/> Missouri Corporation | of: |

LOCATION MAP FOR 875 HILL COURT



SPECIFICATIONS

DEMOLITION WORK LOCATED AT 875 HILL COURT ARNOLD, MISSOURI 63010 VACANT RESIDENTIAL BUILDING DECLARED DANGEROUS

City of Arnold, MO
Community Development Department – Building Division
2101 Jeffco Blvd.
Arnold, MO 63010

For further information contact: Lloyd Montgomery, Building Commissioner at 636-282-2378.

The work assignment of the successful contractor shall include the demolition and clearance activities outlined and shall be carried out as follows:

DEMOLITION AND PROPER DISPOSAL

- **Demolition Permit.**
Obtain a demolition permit from the Arnold Department of Community Development. The fee is waived for City-related work.
- **Goods and Appliances.**
Goods and appliances or other personal property, if any, shall become the property of the successful contractor and shall be disposed of by the contractor.
- **Building Demolition and Disposal.**
Complete demolition and removal of single-family residence, all outbuildings, any and all foundations, steps, driveway, concrete floors, paved and gravel/rock surfaces, fencing, boards, bricks, etc. All building materials shall be disposed of into a licensed landfill in accordance with all Arnold, State of Missouri, and Federal Rules and Regulations. The entire foundation shall be removed from the site and not used for any backfill material.
- **Asbestos/Lead Based Paint**
Should asbestos or lead based paint be present, the successful contractor will be responsible for compliance with all applicable State of Missouri and Federal Rules and Regulations pertaining to hazardous material handling and disposal.
- **Disposal of Asphalt and Concrete**
Asphalt and concrete, removed as part of the building demolition, must be disposed of in an area meeting all Arnold, State of Missouri, and Federal Rules and Regulations. This includes the removal of the foundation.
- **Sanitary Sewer Laterals.**
Seal off sanitary sewer lateral with concrete at the property line. An inspection by the City's Building Inspector shall be required, and approval after said inspection, shall be issued

prior to any backfilling activity.

- **Utility Disconnects.**

Shut off/remove water, gas, electric, telephone utility connections as required by appropriate utility companies and are the responsibility of the successful demolition contractor. The successful contractor shall provide copies of the utility shut-off letters from the utilities to the City's Building Commissioner, prior to the issuance of a demolition permit. No demolition permit shall be issued without receipt of these utility clearance letters by the City.

SITE FINISHING

- **Site Grading.**

Grade and otherwise level site in order to provide positive surface storm water drainage to match existing surrounding grades as directed by the City.

All trenches, holes, and pits resulting from the removal of improvements shall be filled with clean backfill material as allowed by the Arnold Zoning Ordinance. The material shall be placed in the same manner and compacted to approximately the same density as in adjoining areas.

Side slopes, cuts, and fills shall be finished to a reasonably smooth and uniform surface that will merge with the adjacent terrain without variations readily discernible from the road. If the prescribed demolition results in a depression capable of becoming an attractive nuisance, clean dirt shall be hauled to fill the depression.

Areas disturbed by the contractor outside the limits of construction shall be restored at the contractor's expense to a condition to match that which existed prior to demolition operations.

Erosion control devices, as required by Code, shall be properly installed.

- **Mowable Condition.**

To the practical extent possible, trees are to be preserved. The remainder of the site shall be cleared and grubbed, seeded with a spread mixture of rye and fescue seed at the rate of 20 Lbs./1000 Sq. Ft.; and strawed.

NOTICE TO PROCEED

All work shall be done within 2 weeks after receiving "Notice to Proceed" by the City.

EQUAL OPPORTUNITY

The contractor shall follow all Federal Regulations as they apply to this contract. The prospective contractor's signature is required on the "Certification of Non-Segregated Facilities" and the "Additional Bidder Certification".

SAFETY

The contractor shall provide a safety barrier around the demolition site during all phases of the project.

SECURITY

During the installation, the contractor shall store all equipment and materials in a secure area. This may mean that the materials and equipment are stored off site during non-working periods.

BONDS

A Bid Bond will be required in the amount of 5% of the bid amount (cashier's check or other form of cash made out to the City of Arnold) and shall be included with each bidder's bid.

LEGAL RESPONSIBILITIES

Contractor, an independent Contractor: It is expressly agreed that the Contractor is bound to follow the direction of the City and that the Contractor is in no respect an agent, servant or employee of the City.

Contractor to Indemnify City: The Contractor shall expressly bind himself to indemnify and save harmless the City and all its representatives, agents and employees from the following:

- a. Suits or actions of every kind and description when such suits or actions arise from acts, omissions, or negligence of the Contractor, his servants or his agents, including subcontractors.
- b. Injury or damages received or sustained by any party because of the acts, omissions, or negligence of the Contractor, his servants or his agents, including subcontractors.
- c. Claims or amounts recovered for royalty or infringement of patent, trademark, or copyright.

Convenience and Safety: The Contractor is granted the privilege of using the streets for the purpose of doing work specified in the Contract, but he is not granted exclusive use of such streets.

The Contractor shall handle the Work in a manner that will cause the least inconvenience and annoyance to the general public and the property owners abutting the work area, and he shall provide access to the abutting property to the greatest extent practicable.

The Contractor shall provide dust control during dry conditions, or in case of hazardous conditions, shall act to encapsulate particulates and protect abutting property owners from the same.

The contractor shall put up and maintain sufficient lights and shall erect and maintain barricades, and take any and all other proper precautions to guard against damage or injury to persons or property, including flaggers and guards where such precautions are deemed necessary, until acceptance of the Work by the City.

Protection of Property: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property.

Use of premises: The Contractor shall confine his equipment, storage of materials and operations or work to the limits indicated by law, ordinances, or permits, and shall not unreasonably encumber the premises with his materials or equipment. Any damage resulting from persons or property from encroachment beyond these limits shall be the sole responsibility of the Contractor.

Use of explosives: The Contractor shall not blast any rock or allow the same to be done unless he obtains proper insurance coverage and a blasting permit from the City. The Contractor is solely responsible for all damage resulting from blasting operations performed by the Contractor or his agents.

Sanitation: The Contractor shall provide and maintain in a neat and sanitary condition sufficient toilet facilities, and enforce sanitation on the project, and shall comply with all applicable health regulations.

Successful bidder shall be licensed as a demolition contractor in the City of Arnold prior to award of bid.

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance of such types and not less than the amounts specified herein. Insurance coverage will be considered acceptable when provided in one of the following methods.

- a. By issuance of the original policy designating the Contractor as the insured party under the provisions of the policy.
- b. By endorsement to an original policy.
- c. By separate contingency policy.

A certificate of insurance showing the required coverage must be filed with the City prior to the issuance of the Notice to Proceed. Failure on the part of the Contractor to maintain this insurance in full effect will be considered as a failure in Contract performance and will be treated as such by the City.

Insurance certificates shall state that thirty calendar days' written notice will be given to the City and to the Surety before any policy covered thereby is changed or canceled.

Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under the Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a Workers' Compensation Law.

The liability limits shall be not less than the following:

- Workers' Compensation: \$500,000 per person / \$500,000 per accident

Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired.

The liability limits shall be not less than the following:

- Bodily Injury: \$1,000,000 per person / \$1,000,000 per occurrence
- Property Damage: \$50,000 each occurrence

General Liability: The insurance shall be written in comprehensive form and shall protect the contractor against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of the contractor. In addition, this policy shall specifically provide Contractors' Protective Liability Insurance, and Contractual Liability Insurance covering the obligations stipulated in the section entitled "Contractor to indemnify City".

The contractor shall provide and maintain insurance to protect the City against any and all claims for damages for personal injury, including accidental death, as well as from claims under the Contract, whether such operations by the Contractor or any of his sub- contractors, or by any one directly or indirectly employed by the Contractor or his subcontractors.

The liability limits shall be not less than the following:

- Bodily Injury: \$1,000,000 per person / \$1,000,000 per occurrence
- Property Damage: \$1,000,000 per occurrence/ \$1,000,000 aggregate
- Property Damage: \$500,000 aggregate
- Personal Injury: \$2,000,000 per person / \$2,000,000 per occurrence

Special Coverage: The Contractor shall provide insurance coverage protecting both the Contractor and the City on the Work where special hazards exist, which would not otherwise be covered by the above insurance.

RFP ADDENDUM #1
Date of Addendum: October 29, 2019

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

Invitation to Bid

The Invitation to Bid cover page has been changed as noted herein.

Page	Section	Description of Change
1	"Note;"	Delete the following paragraph: "NOTE: Please make sure you include in your bid total the cost of having an inspection completed for the presence/absence of asbestos and its extent. If you are the lowest responsible bidder, you will be required to have this inspection completed and results submitted to the City of Arnold, Missouri prior to the issuance of a permit to perform work on the site."

BID FOR DEMOLITION WORK

The Bid for Demolition Work page has been changed as noted herein.

Page	Section	Description of Change
3	Paragraph 2	Delete the following paragraph: "NOTE: The cost of any asbestos abatement will be negotiated as 'Addendum' with contractor."

END OF ADDENDUM

RESOLUTION NO: 19-67

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A TASK
ORDER WITH INTUITION & LOGIC TO PROVIDE CONTINUING
ENGINEERING DESIGN SERVICES FOR THE MS4 (MUNICIPAL
SEPARATE SEWER SYSTEMS) STORM WATER SERVICES FOR THE
CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a Task Order with Intuition & Logic to provide Engineering Design Services for the MS4 Services Project for the City of Arnold during the 2020 budget year.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

**TASK ORDER REQUEST #10
TO GENERAL SERVICE AGREEMENT
BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC
FOR PROFESSIONAL SERVICES FOR MS4 STORMWATER SERVICES**

This is a Task Order Request (TASK ORDER) to provide professional services under the General Service Agreement (AGREEMENT) entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L) for professional services for stormwater projects. The AGREEMENT is hereby referenced and made part of this TASK ORDER. This TASK ORDER is governed by the AGREEMENT.

In consideration of the promises contained in the AGREEMENT, CITY and I&L agree as follows:

EFFECTIVE DATE

The effective date of this TASK ORDER shall be the AGREEMENT effective date or the signature date for Mayor Ron Counts, whichever is later.

SCOPE OF SERVICES

I&L shall provide the Services described in Attachment A, Task Order #10 Scope of Services.

SCHEDULE

I&L shall provide the Services pursuant to the Schedule set forth in Attachment B, Task Order #10 Schedule.

ARTICLE 5 - COMPENSATION

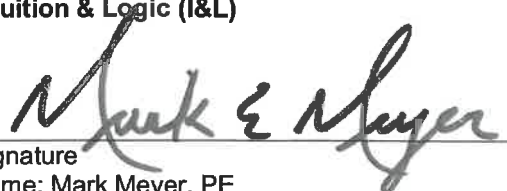
CITY shall pay I&L in accordance with Attachment C, Task Order #10 Compensation and per the AGREEMENT.

IN WITNESS WHEREOF, CITY and I&L have executed this TASK ORDER. The individuals signing this TASK ORDER represent and warrant that they have the power and authority to enter into this TASK ORDER and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)

Intuition & Logic (I&L)

Signature
Name: Ron Counts
Title: Mayor

Signature 
Name: Mark Meyer, PE
Title: President

October 19, 2018

Date:


Date:

431873553
Fed. Tax I.D. No.

Attest by:
Name: Tammi Casey
Title: City Clerk

Approved as to form:
Name: Robert Sweeney
Title: City Attorney

Attachment A Task Order #10 Scope of Services

2019-2020 MS4 Permit Services													
													
Personnel Type/Rate	PM	PE	CAO / Cst Designer	Est	0.00	0.00	0.00	0.00	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
1.0 Coordination, Data Collection and Analysis													
1.0 Coordination, Data collection and Analysis									0	\$			\$
1.1 Coordinate with the City as needed in support of MS4 compliance efforts.	30			20					50	\$	5,750.00		\$
1.1.1 Coordination with Public Works Director	B	4							12	\$	1,460.00		\$
Subtotal =	0	36	4	20	0	0	0	0	62	\$	7,210.00	\$	7,210.00
2.0 Meetings													
2.0 Meetings									0	\$			\$
2.1 Meet with the City to review progress and discuss the 2020 MS4 planned compliance activities and tracking requirements.									4	\$	540.00		\$
2.1.1 Fall Meeting									0	\$			\$
2.1.2 Meet with the City to discuss permit compliance efforts to date and coordinate upcoming efforts									0	\$			\$
2.1.3 Agenda Meeting	0.25			1					1.25	\$	118.75		\$
2.1.3.1 Coordinate Meeting and Agenda	4								4	\$	540.00		\$
2.1.3.2 Meeting Summary	0.25								1.25	\$	118.75		\$
2.2 Spring Meeting									0	\$			\$
2.2.1 Meet with the City to discuss permit compliance efforts to date and coordinate upcoming efforts									0	\$			\$
2.2.1.1 Coordinate Meeting and Agenda	0.25			1					1.25	\$	118.75		\$
2.2.1.2 Meeting Summary	4								4	\$	540.00		\$
2.2.2 City Council Meeting									0	\$			\$
2.2.3 Meeting Summary	0.25								1.25	\$	118.75		\$
2.3 City Council Meeting									0	\$			\$
2.3.1 Meet with the City Council to discuss SWMP revision updates and Citizen Advisory Board development.									0	\$			\$
2.3.1.1 Coordinate Meeting and Agenda	0.25			1					1.25	\$	118.75		\$
2.3.2 Agenda Meeting	4								4	\$	540.00		\$
2.3.3 Meeting Summary	0.25								1.25	\$	118.75		\$
2.4 Citizen Advisory Board Meeting									0	\$			\$
2.4.1 Meet with the City Council and Citizen Advisory Board to discuss the loan/ grants for the permit form.									0	\$			\$
2.4.1.1 Coordinate Meeting and Agenda	0.25			1					1.25	\$	118.75		\$
2.4.2 Agenda Meeting	4								4	\$	540.00		\$
2.4.3 Meeting Summary	0.25								1.25	\$	118.75		\$

2019-2020 MS4 Permit Services



Personnel Title	Rate	Per	HR	CAD / GIS	Design	FT	0.00	0.00	0.00	0.00	0.00	Subtotal	Subtotal	Direct Expenses	Sub Consultant	Subtotal
Personnel Billing Rate	180.00	135.00	90.00	85.00	85.00	85.00	0.00	0.00	0.00	0.00	0.00	3,650.00	3,650.00			3,650.00
Subtotal =	0	22	0	0	0	0	0	0	0	0	0	30	0			0
3.0 MS4 Biennial Report																
3.0 MS4 Biennial Report												0	0			0
3.1 Coordinate with City for tracking data. Review collected data and determine overall compliance for each MCM item with respect to the previous years sized goal and overall compliance within the City's 2017-2021 SWMP.		4		8								12	1,200.00			1,200.00
3.2 Summarize review results and overall compliance for each MCM report item for year 2 of the biennial report.		4		8								12	1,200.00			1,200.00
3.2a Summarize results of Stormwater Questionnaire survey in biennial report.		4		8								12	1,200.00			1,200.00
3.3 Quality control check		2		0.5								0.75	300.00			300.00
3.4 Draft Report Submittal		0.25		0.5								0.75	16.25			16.25
3.5 Draft Report Review Meeting												0	0			0
3.6 Review the draft report and discuss activities or goals the City will pursue during the next reporting cycle.		1										0	135.00			135.00
3.5.1 Prepare Meeting Agenda		2										2	270.00			270.00
3.5.2 Attend Meeting		1										1	135.00			135.00
3.5.3 Meeting Summary		1										1	135.00			135.00
3.6 Receive City Comments and revise draft report accordingly.		0.5		2								2.5	237.50			237.50
3.7 Approved Document Submittal		0.5		1								1.5	152.50			152.50
MS4 Report - One (1) bound set of report documents on 8.5x11" bond												0	0			0
Electronic Files - I&L will email the final submittal documents to the City in PDF format.												0	0			0
200 \$ 0.25 Printing 8.5x11 cost per sheet (double sided)												0	0			0
1 \$ 10 Envelopes and Postage												0	0			0
Subtotal =	2	17.25	0	27.5	0	0	0	0	0	0	0	46.75	4,986.25	60.00		5,056.25
4.0 Education Seminars																
4.0 Training of Municipal Employees												0	0			0
MCM 5 - Post Construction and Green Infrastructure Training (every year training required)												0	0			0
Coordinate with City to schedule seminar, develop topic list and seminar program.		1										1	135.00			135.00

2019-2020 MS4 Permit Services



Personnel Type/Title	PM	PE	CAD / GIS Designer	EM						Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
6.0 Public Education and Outreach														
6.1 Develop new Stormwater Brochures for the City		12		8						20	\$ 2,300.00			\$ 2,300.00
6.2 Prepare two press releases on stormwater basics for the general public.		24		8						32	\$ 3,920.00			\$ 3,920.00
6.3 Green Infrastructure Awards		12								12	\$ 1,520.00			\$ 1,520.00
6.4 I&L will investigate and identify potential award recipients. If recipients cannot be identified, I&L will report that there are no qualifying developments at this time and award will be issued to the first qualified future development.														
6.5 Submit draft documents to the City for review and comment.	2									2	\$ 330.00			\$ 330.00
6.6 Electronic Files - I&L will email the draft submittal documents to the City in PDF format.		0.5								0.5	\$ 67.50			\$ 67.50
6.7 Receive City comments and revise draft report accordingly.		2		4						6	\$ 610.00			\$ 610.00
6.8 Approved Document Submittal		0.5								0.5	\$ 67.50			\$ 67.50
6.9 Electronic Files - I&L will email the draft submittal documents to the City in word and PDF format, suitable for the City's use in publication.										0	\$ -			\$ -
6.10										0	\$ -			\$ -
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7.0 Industrial NPDES Inspections														
7.1 Insuring NPDES Inspections														
7.2 Coordinate with city to follow up with industrial inspection sites to verify compliance with individual NPDES permits.		3		3						6	\$ 660.00			\$ 660.00
7.3										0	\$ -			\$ -
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Attachment B
Task Order #10 Schedule

I&L shall begin work upon receipt of written notice to proceed. I&L shall perform work in a timely manner and shall complete the project within 365 calendar days from notice to proceed.

Attachment C
Task Order #10 Compensation

The compensation to be paid for the Services identified in Attachment A - Scope of Services shall be paid on a Time and Materials, Not to Exceed method of payment. A man-hour breakdown per project task is included in Attachment A – Task Order #10 Scope of Services.

The total compensation, including sub-consultant costs, if any, shall not exceed FORTY FIVE THOUSAND EIGHT HUNDRED FIFTY ONE DOLLARS AND 25 CENTS (\$45,851.25) without prior written authorization by the CITY.

The forgoing total compensation amount includes all expenses, which include, but are not limited to, sub-consultant services, transportation, subsistence, reproduction of reports, drawings, specifications, and other documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.



CITY COUNCIL AGENDA ITEM STAFF REPORT

MEETING DATE:	November 21, 2019
TITLE:	2019-42 Mustard Seed Preschool: A request for approval of a Conditional Use Permit for a preschool at 1861 Missouri State Rd.
DEPARTMENT:	Community Development
PROJECT MANAGER:	Sarah Turner, Community Development Planner
REQUESTED ACTION:	No Action, Conditional Use Permit stands approved
ATTACHMENTS:	(1) Conditional Use Permit Document (C.U.P. 2019-42)

EXECUTIVE SUMMARY:

The purpose of the requested Conditional Use Permit is to allow for a preschool in St. Mark's United Church of Christ at 1861 Missouri State Rd. Mustard Seed Preschool had already begun operations at this location when a complaint about the preschool's sign brought Staff's attention to the fact that zoning approval for the use was not granted prior to the preschool's opening. The proposed use is consistent with the Comprehensive Plan.

REVIEW & ANALYSIS:

At its November 12, 2019 meeting, the Planning Commission was presented with the Staff Report for this Conditional Use Permit request and opened the public hearing. Staff found that this request substantially satisfied the three review criteria for Conditional Use Permits: (i) consistent with good planning practice, (ii) compatible with permitted development and uses in surrounding area, and (iii) an essential or desirable addition to the City.

RECOMMENDATION:

On November 12, 2019, the Planning Commission, by a vote of 7 to 0, voted to recommend approval of the Conditional Use Permit subject to the three (3) conditions of use contained in the attached Conditional Use Permit Document.

CONDITIONAL USE PERMIT 2019-42

WHEREAS, Pamela Steinkamp (Mustard Seed Preschool) has requested a Conditional Use Permit to allow for the operation of a preschool at 1861 Missouri State Rd.

WHEREAS, the Planning Commission has held a Public Hearing pursuant to the laws of the City of Arnold, and

WHEREAS, on November 12, 2019, the City Council found the proposed land use not detrimental to the surrounding land uses.

NOW THEREFORE, the City Council hereby issues a Conditional Use Permit to operate a preschool at 1861 Missouri State Rd.

This Conditional Use Permit shall be identified as C.U.P. 2019-42 and shall be developed in general conformance with City of Arnold Ordinances and with the following three (3) conditions:

1. The freestanding sign for the preschool must be a separate, standalone sign.
2. Signage for the preschool shall be modified at the direction of Staff so that it complies with Chapter 415, Signs.
3. Approval for Conditional Use Permit does not supersede other local, state, or federal requirements.

Andrew Sutton
Planning Commission Chairman

Date

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

Notary

Date