

## City of Arnold, Missouri

City Council  
Zoom Meeting

October 15, 2020  
7:00 P.M.

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**Zoom Link – Internet Audio/Video:**

<https://us02web.zoom.us/j/81860624388?pwd=K0d0Qmt3TTdzbHRjaTZPSkFnaTJkdz09>

**Dial-in Number: 1-312-626-6799 Meeting ID: 818 6062 4388 Passcode: 528867**

**NOTE: There will not be any public comment allowed.**

### Agenda

1. Roll Call:
2. Consent Agenda:
  - A. Regular Council Meeting Minutes **October 15, 2020**
  - B. General Warrant **#5772** in the Amount of **\$463477.48**
  - C. Payroll Warrant **#1353** in the Amount of **\$318,268.84**
3. Ordinances:
  - A. **Bill #2772:** An Ordinance of the City Council of the City of Arnold, Missouri, Amending Chapter 405 of the Arnold Code of Ordinances by Reorganizing and Renumbering the Articles and Sections therein, and by Adding Explanation Sections Providing Intent and Purpose for Various Existing Provisions.
  - B. **Bill #2773:** An Ordinance Providing for the Amendment of the Fiscal Year 2020 Budget.
4. Resolutions:
  - A. **Resolution 20-44:** A Resolution Re-Appointing Clinton Wooldridge to Serve on the Police Pension Review Board to a Two-Year Term.
  - B. **Resolution 20-45:** A Resolution Authorizing a Lease/Purchase Agreement with Commerce Bank for the Acquisition of Vehicles and Equipment.
5. Motions:

A. Motion to approve of a Conditional Use Permit to bring an existing motor vehicle-oriented establishment (MVOE) into conformance.

B. Motion to approve a liquor license for Twisted Tavern & Burger LLC located at 3606 West Outer Road.

6. Reports from Mayor and Council:

7. Administrative Reports:

8. Adjournment:

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

This meeting was held via Zoom Meetings. In order to provide public access to this meeting, the City provided a link as well as a dial-in number to the public.

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

### **BUSINESS FROM THE FLOOR**

None available

### **CONSENT AGENDA**

- A. REGULAR COUNCIL MEETING MINUTES SEPTEMBER 24, 2020**
- B. GENERAL WARRANT #5771 IN THE AMOUNT OF \$425,385.95**
- C. PAYROLL WARRANT #1352 IN THE AMOUNT OF \$405,913.71**

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

### **ORDINANCES**

NONE

### **RESOLUTIONS**

#### **RESOLUTION NO. 20-41 - A RESOLUTION APPROVING THE PURCHASE OF A SINGLE AXLE DUMP TRUCK**

**Gary Plunk made a motion and so moved to approve Resolution No. 20-41. Seconded by Butch Cooley. Roll call vote: Fulbright, (excused); Seidenstricker, yes; Plunk, yes; Hood, yes; McArthur, yes; Cooley, yes; Mullins, yes; Fleischmann, yes; 7 Yeas: Motion carried.**

**RESOLUTION NO. 20-42 – A RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE TRACTOR AND MOWER**

**Gary Plunk made a motion and so moved to approve Resolution No. 20-42. Seconded by Butch Cooley. Roll call vote: Fulbright, (excused); Seidenstricker, yes; Plunk, yes; Hood, yes; McArthur, yes; Cooley, yes; Mullins, yes; Fleischmann, yes; 7 Yeas: Motion carried.**

**RESOLUTION NO. 20-43 – A RESOLUTION APPROVING THE PURCHASE OF A CRAFTCO CRACK SEALER**

**Gary Plunk made a motion and so moved to approve Resolution No. 20-43. Seconded by Butch Cooley. Roll call vote: Fulbright, (excused); Seidenstricker, yes; Plunk, yes; Hood, yes; McArthur, yes; Cooley, yes; Mullins, yes; Fleischmann, yes; 7 Yeas: Motion carried.**

**MOTIONS**

NONE

**REPORTS FROM MAYOR, COUNCIL AND COMMITTEES**


NONE

**ADMINISTRATIVE REPORTS**

Judy Wagner -- Provided council an update on the progress of the new buildings at Public Works.

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

Meeting adjourned at 7:16 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 10/1/2020

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO 20-41	RESOLUTION NO 20-42	RESOLUTION NO 20-43	
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	<u>RON COUNTS</u>	PRESENT					
<b>COUNCIL:</b>	<u>JASON FULBRIGHT</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
<b>COUNCIL:</b>	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>GARY PLUNK</u>	PRESENT	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>MARK HOOD</u>	PRESENT	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>RODNEY MULLINS</u>	PRESENT	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>EJ FLEISCHMANN</u>	PRESENT	YES	YES	YES	YES	
<b>CITY ADMINISTRATOR</b>	<u>BRYAN RICHISON</u>	PRESENT	<b>PARKS DIR:</b>		DICKIE BROWN		PRESENT
<b>CITY CLERK</b>	<u>TAMMI CASEY</u>	PRESENT	<b>PUBLIC WORKS:</b>		JUDY WAGNER		PRESENT
<b>COM DEV</b>	<u>DAVID BOOKLESS</u>	PRESENT	<b>TREASURER:</b>		DAN KROUPA		PRESENT
<b>FINANCE DIRECTOR</b>	<u>BILL LEHMANN</u>	PRESENT	<b>POLICE DEPT.</b>		CHIEF SHOCKEY		PRESENT
<b>CITY ATTORNEY</b>	<u>BOB SWEENEY</u>	PRESENT					

# CITY OF ARNOLD GENERAL WARRANT

**WARRANT NO: 5772**

**WARRANT DATE: October 15, 2020**

	General Fund	POST Fund	Rec Center Fund	Stormwater Fund	Totals
Manual checks	311,511.56	-	2,726.50	689.52	314,927.58
System checks	118,455.18	90.00	27,168.27	2,836.45	148,549.90
	<u>429,966.74</u>	<u>90.00</u>	<u>29,894.77</u>	<u>3,525.97</u>	<u>463,477.48</u>

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

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

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

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

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

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

## Account Coding

### Services:

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

### Specialties:

43310 utility tax rebates  
43330 trash rebate

### Staff Development:

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

### Supplies:

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

### Refund Accounts:

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

### Office Expenses:

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

### Vehicles:

45310 gas & oil  
45320 maintenance

### Telephone:

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

### Utilities:

46210 electric  
46220 gas  
46230 water  
46240 sewer/stormwater

### Maintenance:

46410 buildings  
46420 technical equipment  
46430 office equipment  
46440 fitness equipment

### Tourism Expenses

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

### Asset Purchases:

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

## Department Numbers

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

## Disbursement Accounts

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

SUPERIOR  
 DATE: 10/09/2020  
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CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
 ACCTPR21

SELECTION CRITERIA: transact\_trans\_dates'20201001 00:00:00.000'  
 ACCOUNTING PERIOD: 2/21

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	95627	V 09/17/20	S0540	SUNSHINE DRAPERY &	105	46410	CLEAN EXTERIOR WIND	0.00	-165.00
10111	95718	10/02/20	F0240	DENNIS PRENZEL AND	105	43110	SETTLEMENT	0.00	2,500.00
10111	95719	10/09/20	A0272	A T & T MOBILITY	420	46140	SERVICE 8/24-9/23	0.00	68.65
10111	95719	10/09/20	A0272	A T & T MOBILITY	450	46140	SERVICE 8/24-9/23	0.00	85.00
10111	95719	10/09/20	A0272	A T & T MOBILITY	240	46140	SERVICE 8/24-9/23	0.00	431.06
TOTAL	CHECK							0.00	584.71
10111	95720	10/09/20	A0272	A T & T MOBILITY	115	46140	SERVICE 8/24-9/23	0.00	141.92
10111	95720	10/09/20	A0272	A T & T MOBILITY	110	46140	SERVICE 8/24-9/23	0.00	58.78
10111	95720	10/09/20	A0272	A T & T MOBILITY	210	46140	SERVICE 8/24-9/23	0.00	1,888.70
TOTAL	CHECK							0.00	2,089.40
10111	95721	10/09/20	A0272	A T & T MOBILITY	330	46140	SERVICE 8/24-9/23	0.00	365.83
10111	95722	10/09/20	A0272	A T & T MOBILITY	310	46140	SERVICE 8/24-9/23	0.00	295.46
10111	95722	10/09/20	A0272	A T & T MOBILITY	315	46140	SERVICE 8/24-9/23	0.00	92.08
10111	95722	10/09/20	A0272	A T & T MOBILITY	320	46140	SERVICE 8/24-9/23	0.00	457.73
TOTAL	CHECK							0.00	845.27
10111	95723	10/09/20	F0001	FAMILY SUPPORT PAYM	00	20310	CV30344593DR PE 10/0	0.00	225.00
10111	95723	10/09/20	F0001	FAMILY SUPPOR PAYM	00	20310	10SLDR00139 PE 10/0	0.00	250.00
TOTAL	CHECK							0.00	475.00
10111	95724	10/09/20	S0567	SPOK INC	420	46150	PAGER 10/2020	0.00	4.67
10111	95725	10/09/20	S0490	STATE DISBURSEMENT	00	20310	C02666969 PE 10/2	0.00	207.69
10111	210021	09/28/20	A0178	A T & T MISSOURI	115	46110	FBL VERSE 9/4-10/3	0.00	58.85
10111	210022	10/05/20	A0178	A T & T MISSOURI	115	46110	A070699 9/3-10/2	0.00	2,265.48
10111	210022	10/05/20	A0178	A T & T MISSOURI	115	46110	A07700 9/3-10/2	0.00	870.85
TOTAL	CHECK							0.00	3,136.33
10111	210023	09/25/20	A0019	AMERENUE	105	46210	2101 JEPFO 8/1-9/1	0.00	4,904.23
10111	210023	09/25/20	A0019	AMERENUE	330	46210	BRDLY BCH 8/3-9/1	0.00	48.89
10111	210023	09/25/20	A0019	AMERENUE	320	46210	DFNS MPPNG 8/3-9/1	0.00	21.66
TOTAL	CHECK							0.00	4,974.78
10111	210024	09/28/20	A0019	AMERENUE	320	46210	RCHRDSN SGNL 8/4-9/	0.00	50.13
10111	210024	09/28/20	A0019	AMERENUE	320	46210	TMBNRK BRDG 8/5-9/2	0.00	81.25
TOTAL	CHECK							0.00	131.38
10111	210025	10/05/20	A0019	AMERENUE	320	46210	BG BILL/OL LMY 8/12	0.00	77.22
10111	210025	10/05/20	A0019	AMERENUE	320	46210	BG BILL/OL LMY 8/11	0.00	24.87
10111	210025	10/05/20	A0019	AMERENUE	330	46210	LKSD RSTRM 8/11-9/1	0.00	22.69
10111	210025	10/05/20	A0019	AMERENUE	330	46210	FRM MKT PVLN 8/11-9	0.00	17.33
10111	210025	10/05/20	A0019	AMERENUE	330	46210	BRDLY BCH 8/11-9/10	0.00	13.90
10111	210025	10/05/20	A0019	AMERENUE	330	46210	LAKE SIDE 8/11-9/10	0.00	11.84
10111	210025	10/05/20	A0019	AMERENUE	330	46210	BRDLY BCH 8/11-9/10	0.00	11.27
TOTAL	CHECK							0.00	179.12



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CITY OF ARNOLD  
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 ACCTPA21

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 ACCOUNTING PERIOD: 2/21

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	210026	10/02/20	M0027	MIRMA	00	20370	HEALTH INS 10/2020	0.00	130,515.49
10111	210026	10/02/20	M0027	MIRMA	00	39500	ROUNDING ADJUSTMENT	0.00	-0.72
10111	210026	10/02/20	M0027	MIRMA	210	42210	KNUTH 10/2020	0.00	552.71
10111	210026	10/02/20	M0027	MIRMA	230	42210	J SMITH 9/20 & 10/2	0.00	1,506.39
TOTAL	CHECK							0.00	132,573.87
10111	210027	09/25/20	E0007	EFTPS	00	20210	FED WITHHLDNG PE 9/1	0.00	48,593.39
10111	210027	09/25/20	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 9/	0.00	58,453.46
TOTAL	CHECK							0.00	107,046.85
10111	210028	10/05/20	E0007	EFTPS	00	20210	FED WITHHLDNG PE 9/3	0.00	728.84
10111	210028	10/05/20	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 9/	0.00	1,206.72
TOTAL	CHECK							0.00	1,935.56
10111	210029	09/16/20	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 9/	0.00	13,839.00
10111	210029	09/16/20	M0035	MISSOURI DEPARTMENT	150	43290	FILING FEE	0.00	0.50
TOTAL	CHECK							0.00	13,839.50
10111	210030	09/25/20	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 9/	0.00	18,100.00
10111	210030	09/25/20	M0035	MISSOURI DEPARTMENT	150	43290	FILING FEE	0.00	0.50
TOTAL	CHECK							0.00	18,100.50
10111	210033	09/24/20	V0092	VOYA	00	22030	EMPLOYEE CNTRB PE 9/	0.00	4,734.20
10111	210034	09/28/20	M0021	MISSOURI NATURAL GA	105	46220	2101 JEFFCO 8/18-9/	0.00	211.10
10111	210034	09/28/20	M0021	MISSOURI NATURAL GA	330	46220	1838 BIG BILL 8/18-	0.00	41.68
TOTAL	CHECK							0.00	252.78
10111	210035	10/02/20	M0021	MISSOURI NATURAL GA	310	46220	2900 ARN TNBRK 8/21	0.00	41.68
10111	210036	09/23/20	P0014	PUBLIC WATER DISTRI	330	46230	BRDLY BCH 8/4-9/2	0.00	157.70
10111	210036	09/23/20	P0014	PUBLIC WATER DISTRI	330	46230	FRMR MKT 8/4-9/2	0.00	19.00
TOTAL	CHECK							0.00	176.70
10111	210037	09/30/20	P0014	PUBLIC WATER DISTRI	330	46230	1824 OL LMY FRY 8/7	0.00	19.42
10111	210037	09/30/20	P0014	PUBLIC WATER DISTRI	330	46230	1828 OL LMY FRY 8/7	0.00	19.42
TOTAL	CHECK							0.00	38.84
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	330	43160	WHISTLES-LIL KICKER	0.00	32.76
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	191	44140	ECON DEV CONF FEE	0.00	190.55
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	191	45240	STL BSNB JRNL SUBSC	0.00	140.00
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	210	44110	SRO CONF LODGING-WT	0.00	401.25
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	210	45170	PACKTRACK SOFTWARE	0.00	100.00
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	210	45170	SHOCK COLLAR	0.00	249.75
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	115	45240	REF BOOKS SUBSCRIP	0.00	99.99
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	115	43290	TEST CLERK'S MACHIN	0.00	0.01
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	115	45250	UPGRADE MAC ACCESS	0.00	49.99
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	330	45320	LIGHT FOR TRAILER	0.00	19.99
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	330	43160	FRMR MKT PCB ADS	0.00	23.87
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	330	43160	PHOTO LICENSE	0.00	74.50
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	420	45110	POUND SUPPLIES	0.00	122.86

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CITY OF ARNOLD  
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 ACTPPA21

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 ACCOUNTING PERIOD: 2/21

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 105		45290	EMAIL NEWSLETTER	0.00	95.00
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 210		45320	TIRE REPAIR	0.00	21.51
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 210		45150	WINTER HATS	0.00	412.50
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 210		42220	SHIP MOBILE PRINTER	0.00	21.72
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 310		45160	MASKS	0.00	21.99
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 115		46110	WIFI/INTNET-RC/PW/C	0.00	755.81
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 115		46110	MONTHLY PHONE SERVI	0.00	8,294.44
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 105		43290	BACKGROUND CHECKS	0.00	59.75
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 315		45250	DUAL TIRE INFLATOR	0.00	269.45
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 315		45110	STEPS-USED OIL TANK	0.00	180.00
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 310		46410	ROCK	0.00	457.01
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 320		45320	GATE JACK-SALT SPRE	0.00	179.98
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 160		44140	T CASEY ONLINE CONF	0.00	224.00
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 105		43290	T PASSIG PLANT	0.00	75.00
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 130		45240	M COX DROBOX	0.00	199.00
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 115		43170	ANNUAL VIDDLER FEE	0.00	840.00
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 460		43220	RESIDENTIAL TRASH S	0.00	2,248.14
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S 315		45250	PRESSURE WASHER NCZ	0.00	37.99
	TOTAL CHECK							0.00	15,898.81
	TOTAL CASH ACCOUNT							0.00	310,027.32
10131	210031	09/22/20	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBUR	0.00	648.74
10131	210032	09/29/20	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBRS	0.00	835.50
	TOTAL CASH ACCOUNT							0.00	1,484.24
	TOTAL FUND							0.00	311,511.56

SUPERIOR  
 DATE: 10/09/2020  
 TIME: 10:27:49  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 10/15/2020  
 CITY OF ARNOLD  
 SELECTION CRITERIA: transact\_disp\_fund='00'  
 PAGE NUMBER: 1  
 ACCTPA51  
 ACCOUNTING PERIOD: 2/21

PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0401 ACC BUSINESS TOTAL CHECK	115	46110		202543358	800.53	PW VPN 8/11-9/10
A0401 ACC BUSINESS TOTAL CHECK	115	46110		202576104	1,036.24	CH INTRNT 8/11-9/10
A0401 ACC BUSINESS TOTAL CHECK	115	46110		202600766	800.53	REC CTR VPN 8/11-9/10
A0116 ACTION LANDSCAPING INC TOTAL CHECK	240 240	43265 43265	210030 210034	9679 9679A	160.00 320.00	GRASS CUT 36 PLEASANT VAL GRASS CUT 844 ALLEN
A0012 AFLAC TOTAL CHECK	00 00	20356 20357		667494 667494	77.40 65.04	ACCIDENT INS 09/2020 CANCER INS 09/2020
A0424 AMAZON CAPITAL SERVICES TOTAL CHECK	310 310 310	45110 45110 46410		16KWX3TFFLJY 1RK1PQG9DWPR 1RK1PQG9DWPR	47.98 8.95 260.74	DRNK WTR FAUCET FRIDGE DOOR HANDLE MASKS
A0085 AMERICAN ALUMINUM ACCESSORIE TOTAL CHECK	210	45320		95176	56.00	ELKAY BOTTLE FILLING STAT CD SLEEVES
A0087 AMERICA'S PARKING RE-MARKING TOTAL CHECK	105	49130		5142	350.00	RPR HNDL-GUN LOCKER
A0030 ANIMAL CARE SERVICE INC TOTAL CHECK	420	45110		SEP020	150.00	STRIBE PRKNG SPACES
A0101 AUS ST LOUIS MC LOCKBOX TOTAL CHECK	330 320 420 315 315 115 310	45150 45150 45150 45110 45150 45150 45150		316750694 316750695 316750696 316750697 316750697 316750698 316750698	26.87 50.81 7.15 19.38 16.06 3.22 6.58	REGULAR DOA UNIFORMS UNIFORMS UNIFORMS UNIFORMS SHOP TOWELS UNIFORMS UNIFORMS UNIFORMS
A0035 ARNOLD ANIMAL HOSPITAL TOTAL CHECK	210 420	45170 45110		716854 718284	27.12 15.00 42.12	MEDS - FADO EUTHANASIA

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A0092	240	45210		20429	118.16	2PT INSPECTION FORMS
A PRINTING INC	120	45210	210087	20429A	307.00	5000 COURT WINDOW ENVELOP
TOTAL CHECK					425.16	
A0082	105	49130		3545	2,581.00	29YDS CONCRETE
ARNOLD READY MTX						
TOTAL CHECK					2,581.00	
A0042	210	44150		2723742	100.00	SHOCKEY-PANCAKE BRKFS
ARNOLD ROTARY CLUB	210	44150		2781334	150.00	SHOCKEY 4TH QTR DUES
TOTAL CHECK	210	44150		2926114	150.00	SHOCKEY 1 QTR DUES
A0050	105	46410	210039	26115	280.00	MONTHLY ELEVATOR MAINTENA
AUTHORIZED ELEVATOR INC						
TOTAL CHECK					280.00	
B0544	310	45110		0602	315.44	WEED KILLER
BAKA LLC	310	45110		601	306.54	WASP SPRAY
TOTAL CHECK	105	45160		603	313.34	DISINFECTANT WIPES
B0009	320	45110		4800650	83.97	TOP SOIL
BAYER'S GARDEN SHOP INC	320	45110		4800680	55.98	TOP SOIL
TOTAL CHECK					139.95	
B0516	105	46410		43265	105.00	PEST CONTROL 9/20
BRUNETTI/BESC-CO INC	310	46410		43265	70.00	PEST CONTROL 9/20
TOTAL CHECK	410	46410		43265	65.00	PEST CONTROL 9/20
C0038	120	43180		136872	2,100.00	SERVICES 08/2020
CARMODY MACDONALD						
TOTAL CHECK					2,100.00	
C0446	105	45220		09302020	.15	POSTAGE DUE
TAMMI CASEY, BETTY CASH	105	45290		09302020	14.94	PLATES, PLASTICWARE
TOTAL CHECK	120	45250		09302020	59.99	NO CONTACT THERMOMETE
C0528	180	43290		09302020	13.53	STAMP-PRSCUTING ATTRNY
CMM EQUIPMENT	240	45110		09302020	4.50	PLAT COPIES
TOTAL CHECK					93.11	
C0144	320	45150		20-2086	89.99	BOOTS-D LORELLA
CHUCK'S ACQUISITION COMPANY	310	45150		20-2099	114.99	BOOTS - J WAGNER
TOTAL CHECK					204.98	
C0516	320	46420		D12446	220.00	SOYSOLV
CMM EQUIPMENT						
TOTAL CHECK					220.00	
C0016	00	20240		100720	318.95	3RD QUARTER
COLLECTOR OF REVENUE, GREGORY						
TOTAL CHECK					318.95	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
C0523	191	43170	210022	112506569-1	395.00	WEBSITE FOR RETAIL SPACE
TOTAL CHECK					395.00	
D0184	320	45320		092520	24.68	BATTERY
DAVIS UTILITY TRAILER SALES					24.68	
TOTAL CHECK					24.68	
D0277	310	46140		092520	22.50	PHONE ALLIANCE
ROBERT DEGONIA					22.50	
TOTAL CHECK					22.50	
E0159	180	43190		092920	2,000.00	SERVICES 09/2020
WILLIAM J EKISS					2,000.00	
TOTAL CHECK					2,000.00	
E0010	105	46410	210021	M9680X	361.80	ANNUAL FIRE SPRINKLER INS
ENGINEERED FIRE PROTECTION I					361.80	
TOTAL CHECK					361.80	
E0177	240	43270		24404055	141.38	TEMP SVCS WE 09/20
EXPRESS SERVICES INC					160.88	TEMP SVCS WE 09/27
TOTAL CHECK					302.26	
F0029	330	45320	210094	PIPE1901419	443.86	LIFT PUMP
JOHN FABICK TRACTOR CO					443.86	
TOTAL CHECK					443.86	
F0003	240	45220		713870055	38.62	LTR TO RUBY TUESDAY
FEDDEX					38.62	
TOTAL CHECK					38.62	
G0238	115	43240		151628	2,420.00	CRISIS TRACK FY21
GEOPLIANT LLC					2,420.00	
TOTAL CHECK					2,420.00	
H0413	330	45160		100120	200.00	9/5, 9/19 FRMR MKT
DAN HELLINGER					200.00	
TOTAL CHECK					200.00	
H0009	105	46410		902420	1,209.14	700 GAL DIESEL-GNRTTR
HOME SERVICE OIL CO					1,209.14	
TOTAL CHECK					1,209.14	
H0274	310	45110		91866	13.99	PAIDLOCK
HOUSKA'S ACE HARDWARE					33.55	PAINTBRUSHES, PAINT
					10.97	KEYS-EXPLR, CRWN VIC
					19.98	PCKNG TAPE, DISPNSR
					5.99	BATTERY
					4.89	FASTENERS
					46.56	WIRE CONNECTORS
					4.98	FLY SWATTER
TOTAL CHECK					140.91	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
10026	210	45140		106963	495.00	BASE LICENSE
IDENTI-KIT SOLUTIONS						
TOTAL CHECK						
J0003	210	45320		892313	20.13	THERM ASSY 31
JEFFERSON COUNTY AUTO PARTS						
210	210	45320		892316	64.00	PARTS PLUS ATF 4
210	210	45320		892385	92.24	BATTERY 16
330	210	45320		892447	28.18	STT LAMP - 505
330	210	45320		892451	28.18	STT LAMP 505
320	210	45320		892786	14.88	V BELT
320	210	45320		892805	.20	EXCHNG V BELT
315	210	45110		893037	56.32	B/UP ALARM
315	210	45110		893038	56.32	B/UP ALARM
320	210	45320		893065	15.50	FULL BLAST HIGH 314
210	210	45320		893096	253.49	BRK PADS, ROTORS
210	210	45320		893155	99.08	BATTERY 9
210	210	45320		893193	-99.08	BATTERY WARRANTRY
210	210	45320		89371	106.66	OIL FILTERS-MOTORCYCL
210	210	45320		893929	174.94	BRK ROTOR, PADS 19
210	210	45320		894152	25.98	LEAD FREE WEIGHT 3
330	210	45320		894386	64.88	SPARK PLUG
210	210	45320		894607	38.36	WIPER BLADES
TOTAL CHECK						
K0047	320	45110		234260	136.37	FORM RELEASE, TWINE,
K & K SUPPLY						
TOTAL CHECK						
L0072	210	45140		256753	1,515.00	10/1-9/30 LICENSE
LEADS ONLINE LLC						
TOTAL CHECK						
L0218	105	43170	210041	815501AR	1,070.00	SOCIAL MEDIA, WEBSITE UPD
LEINICKE GROUP						
105	105	43170	210041	815601AR	457.50	SOCIAL MEDIA, WEBSITE UPD
105	105	43170	210041	816801AR	1,155.55	SOCIAL MEDIA, WEBSITE UPD
105	105	43170	210041	817601AR	1,350.00	SOCIAL MEDIA, WEBSITE UPD
105	105	43170	210041	817701AR	407.50	SOCIAL MEDIA, WEBSITE UPD
TOTAL CHECK						
4,440.55						

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
L0118	330	45250	901162-9/20	74.30	RATCHET STRAPS
LOWE'S	330	45110	901200-9/20	241.05	8FT FENCE PANELS,4X4
	330	43160	901237-9/20	46.46	SOCCER FLD STRIPING
	330	45110	901237-9/20	11.15	BAR CHAIN OIL
	310	45110	901529-9/20	8.88	SHRKBITE FITTINGS
	310	45250	901529-9/20	26.11	RATCHET STRAPS
	330	45110	901688-9/20	108.30	ASPHALT-ACP PRKNG LOT
	330	45110	901773-9/20	46.56	CABLE CLAMP, CABLE
	105	45160	901946-9/20	13.53	SCOURING PADS,DUCT TA
	310	46410	901989-9/20	10.44	WHITE RETURN GRILLE
	310	45250	902056-9/20	48.28	RECIP BIDS, SCRDVRS
	315	45250	902082-9/20	25.58	DUCT TAPE,CONNECTR SET
	105	46410	902088-9/20	33.24	FRZE WALL FAUCET
	310	45110	902088-9/20	9.57	DUCT TAPE, BINK COVER
	310	45110	902090-9/20	60.07	CBL CNNGTR,SCREWS,NIP
	330	45110	902113-9/20	27.67	XYLOL, HINGE, HASP, T
	330	45250	902113-9/20	11.38	SHOVEL
	310	45110	902191-9/20	32.27	ALCOHOL, ACDELONE
	310	45110	902247-9/20	13.00	NUTS, WASHERS
	310	45110	902266-9/20	41.56	ELBOW, PVC KIT
	310	46410	902343-9/20	47.21	CORRUGATED PIPE, ADPT
					VOID CHECK - CONTINUED

L0118	330	45110	902376-9/20	15.12	WATER
LOWE'S	310	45110	902400-9/20	14.69	BRUSHES
	310	45110	902479-9/20	24.96	SHRKBITE CPINGS, TEE
	105	46410	90269-9/20	13.60	LAMP SOCKETS
	310	46410	90269-9/20	13.60	LAMP SOCKETS
	105	49130	902726-9/20	168.34	THHN 50 WIRE
	310	45110	902761-9/20	40.62	TAPE, BATTERY, QUK CN
	310	45250	902761-9/20	16.59	HOSE HNGR, NOZZLE
	310	45250	902764-9/20	148.20	HVY DUTY CART
	320	45320	902806-9/20	20.71	2X12X10
	330	43160	902814-9/20	69.69	SOCCER FLD STRIPING
	330	45110	902816-09/20	14.80	WATER
	310	45250	902851-9/20	3.98	BATTERY CLAMPS
	310	45110	902862-9/20	9.49	BATTERY CLAMPS
	330	45110	902866-9/20	8.64	MARKING FLAGS
	330	45110	902928-9/20	3.78	QUIKRETE
	105	46410	902944-9/20	35.14	METTER LETTERS
	310	45250	902966-9/20	9.49	FREEZE WALL FAUCET
	105	46410	902976-9/20	45.56	SCREWDRIVER
	310	46410	902976-9/20	45.56	LIGHT FIXTURES
	310	45250	902976-9/20	67.28	LIGHT FIXTURES
					CABLE TILE,PLIBRS, US
					VOID CHECK - CONTINUED

L0118	330	45110	919974-09/20	37.03	MULCH
LOWE'S	330	45250	919974-09/20	56.99	WATER HOSE
TOTAL CHECK				1,820.47	
M0606	330	43260	2092	21,362.00	GRASS CUTS 8/24-10/02
M & R LANDSCAPING LLC	320	43260	2093	1,485.00	GRASS CUTS 8/24-10/2
TOTAL CHECK				22,847.00	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
M0571 MCCONNELL & ASSOCIATES TOTAL CHECK	320	45250	2009-029320	291.95	POUR POT, SQUEEGEES
M0027 MIRMA TOTAL CHECK	105	46520	14-18294 20-25518	3,615.93 630.62 4,246.55	LUDWIG LOSS PLASTER LOSS
M0305 MISSOURI LAWYERS MEDIA TOTAL CHECK	191	45010	744829601	54.75	AD-10/13 PLANNING
M0132 MISSOURI ONE CALL SYSTEM INC TOTAL CHECK	320	45110	90788	18.75	LOCATES 07-09/20
00053 OFFICE SOURCE TOTAL CHECK	210	45290	531189-0 531320-0 532072 532072	121.68 127.96 36.27 73.27 359.18	CLIPS, DVD, PAPER PAPER RECEIPT BOOK PAPER, TAPE, BRTHR TAP
00002 OLD VIENNA SNACKS TOTAL CHECK	210	43290	100820	70.80	CHIPS-HALLOWEEN
00039 O'REILLY AUTO PARTS TOTAL CHECK	315	45110	1689-261652	178.40	FILTERS
00005 OZ-ARC EQUIPMENT TOTAL CHECK	320	45110	R300723049	210.60	OXYGEN/ACETYLENE TANKS
P0320 PAYNE FAMILY HOMES LLC TOTAL CHECK	00	20163	09242020	3,642.00	2079 HENLEY WDS ESCRM
	00	20163	09292020	3,072.00	2027 HENLEY WDS ESCRM
	00	20163	9/24/2020	3,642.00	2070 HENLEY WDS ESCRM
				10,356.00	
P0155 PENTECOSTAL LIGHTHOUSE TABER TOTAL CHECK	330	45010	202010	750.00	SIGN RNTL 10-12/2020
P0011 PLAZA TIRE SERVICE TOTAL CHECK	330	45320	4913839 4914010	135.00 69.49 204.49	2 TIRES - 550 TIRE - 341
P0305 PUBLIC WATER SUPPLY DISTRICT TOTAL CHECK	330	46230	100220	18.69	1136 TLGRPH 9/2-10/2
R0297 RABEN TIRES SERVICE TOTAL CHECK	210	45320	210096 190153619	1,036.00 1,036.00	8 TIRES FOR POLICE TAHOES

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
R0008	210	46420		445855	247.50	TRBLSHRT DVR ACCESS
REJIS					247.50	
TOTAL CHECK						
R0246	320	45110	210048	034602182859	208.52	DELIVERY CHARGE
REPUBLIC SERVICES #346					208.52	
TOTAL CHECK					208.52	
S0023	330	45130		4608-8/20	125.08	BEER, HOTDOGS, BUNS
SAM'S CLUB DIRECT	105	45160		7877	172.91	LINERS, MR CLEAN, FEBRE
	310	45110		7877	2.98	WATER
	310	45160		7877	158.55	LINERS, MR CLEAN, FEBRE
TOTAL CHECK					459.52	
S0198	330	46420		216315	61.97	CHAINS, SWISS FILE, OI
SCOTT'S POWER EQUIPMENT SOUT					61.97	
TOTAL CHECK					61.97	
S0649	115	45250	210038	B12303560	3,736.44	REPLACEMENT WORKSTATIONS
SHI INTERNATIONAL CORP					3,736.44	
TOTAL CHECK					3,736.44	
S0613	320	45250	210086	12934	377.50	NEW SAFETY BRACKET FOR HO
SNOW PRO PARTS, SALES & SERV					377.50	
TOTAL CHECK					377.50	
S0191	00	13003		09162020	191.08	LONG TERM INS 10/2020
STANDARD INSURANCE CO	00	13005		09162020	174.71	LONG TERM INS 10/2020
	00	20375		09162020	541.67	SHORT TERM 10/2020
	00	20380		09162020	1,620.39	LIFE INS 10/2020
	00	20385		09162020	861.05	SPLMNTL INS 10/2020
	115	42225		09162020	78.98	LONG TERM INS 10/2020
	120	42225		09162020	28.49	LONG TERM INS 10/2020
	130	42225		09162020	103.58	LONG TERM INS 10/2020
	150	42225		09162020	158.22	LONG TERM INS 10/2020
	160	42225		09162020	70.45	LONG TERM INS 10/2020
	191	42225		09162020	137.07	LONG TERM INS 10/2020
	210	42225		09162020	13.80	KNUTH 10/2020
	210	42225		09162020	2,465.30	LONG TERM INS 10/2020
	230	42225		09162020	122.78	LONG TERM INS 10/2020
	240	42225		09162020	173.88	LONG TERM INS 10/2020
	310	42225		09162020	159.15	LONG TERM INS 10/2020
	315	42225		09162020	68.94	LONG TERM INS 10/2020
	320	42225		09162020	279.17	LONG TERM INS 10/2020
	330	42225		09162020	245.74	LONG TERM INS 10/2020
	410	42225		09162020	24.08	LONG TERM INS 10/2020
	420	42225		09162020	58.16	LONG TERM INS 10/2020
TOTAL CHECK					7,576.59	
S0191	00	20340		10012020	5,530.84	DENTAL INS 10/2020
STANDARD INSURANCE COMPANY	00	20343		10012020	926.04	VISION INS 10/2020
TOTAL CHECK					6,456.88	

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S0104 STARGATE KENNEL TOTAL CHECK	210	45170		25186	86.00	FADO 9/18-9/21
S0621 STOP STICK LTD TOTAL CHECK	210	45250	210081	18658	548.00	12' STOP STICK
S0644 STRATEGIC CAPITOL CONSULTING TOTAL CHECK	110	43290	210027	2912	2,000.00	CONSULTING FOR LEGISLATIV
S0450 SUNSHINE WINDOW CLEANING INC TOTAL CHECK	105	46410		73053	165.00	CLEAN EXT WINDOWS
T0003 TECH ELECTRONICS TOTAL CHECK	115	46420		N000045418	1,200.00	REPLACE RUCKUS W/HP
T0251 SKYGRADER MARINE LLC TOTAL CHECK	240	43265		129	9,500.00	DEMOLISH 2250 CONVAIR
U0004 UMB BANK, N.A. TOTAL CHECK	105	45420		773229	2,385.00	ADMIN FEE COPS 2017
V0108 VIGILANT SOLUTIONS LLC TOTAL CHECK	210	45250	210067	36098	150.00	15' CAMERA CABLE
W0006 FRED WEBER INC TOTAL CHECK	320	45110	210035	12396041	291.60	FY21 ASPHALT
W0272 WEX BANK	210	45310		67804024	7,393.07	GAS 9/2020
	240	45320		67804024	243.71	GAS 9/2020
	310	45310		67804024	7.00	CAR WASH 9/2020
	310	45320		67804024	308.34	GAS 9/2020
	320	45310		67804024	10.00	CAR WASH 9/2020
	320	45320		67804024	236.29	GAS 9/2020
	330	45310		67804024	6.00	CAR WASH 9/2020
	410	45310		67804024	844.38	GAS 9/2020
	420	45310		67804024	65.59	GAS 9/2020
					109.23	GAS 9/2020
					9,223.61	
Z0001 ZEP MANUFACTURING CO TOTAL CHECK	105	45160		9005561639	251.64	HAND SANITIZER
	105	45160		9005583074	299.16	RING MASTER, LEMONEX
					550.80	
TOTAL CASHABLE CHECKS					118,455.18	
TOTAL EFT VOUCHERS					.00	

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
				118,455.18	
TOTAL REPORT					
TOTAL NUMBER OF CHECKS TO BE ISSUED - 76					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

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VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
M0027	30	44140	100520	90.00	FALL SEMINAR
MIRMA				90.00	
TOTAL CHECK				90.00	
TOTAL CASHABLE CHECKS				90.00	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				90.00	
TOTAL NUMBER OF CHECKS TO BE ISSUED				- 1	
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED				- 0	



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 SELECTION CRITERIA: transact\_disp\_fund='43'  
 PAGE NUMBER: 1  
 ACCTPASI  
 ACCOUNTING PERIOD: 2/21

PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0050	340	46410	210039	26115	140.00	MONTHLY ELEVATOR MAINTENA
AUTHORIZED ELEVATOR INC					140.00	
TOTAL CHECK						
B0516	340	46410		43265	125.00	PEST CONTROL 9/20
BRUNETTI/PESC-CO INC					125.00	
TOTAL CHECK						
C0545	43	20108		10012020	25.00	RFND PAVILLION FEE
FLORENCE COOPER					25.00	
TOTAL CHECK						
F0223	340	46410	210017	22464141	339.68	REPLACEMENT CILLING TILE
FOUNDATION BUILDING MATERIAL					339.68	
TOTAL CHECK						
H0411	43	20108		09292020	150.00	RFND PAVILLION FEE
AUDREY HAMPTON					150.00	
TOTAL CHECK						
H0388	340	45130		6002203425	-90.00	RTRN EMPTY CO2
HEARTLAND COCA COLA BOTTLING					516.86	SODA, PWRADE, WATER
TOTAL CHECK					426.86	
H0095	340	46410		105302	65.00	MISC KEYS
HUFFMAN SECURITY					65.00	
TOTAL CHECK						
H0431	43	20108		10012020	25.00	RFND PAVILLION FEE
LARRY HUSKEY					25.00	
TOTAL CHECK						
L0118	340	46410		902016-9/20	45.98	SOLDER, PASTE, PIPE
LOWE'S					156.68	TARPS, SOCKET
					71.15	TULIPS-9/11 MEMORIAL
TOTAL CHECK					273.81	
M0622	340	45106		69920	56.00	8 PIZZAS
MBR MANAGEMENT CORPORATION					56.00	
TOTAL CHECK						
M0022	340	46410		24339	1,540.00	RPLC CRCKD FLANGE
MIDWEST POOL MANAGEMENT					2,500.00	RPLC BRKN FLNG/VALVE
					4,641.00	REPLACE CRACKED GEAR BOX
					2,100.80	LIFEGUARDS
					6,883.15	LIFEGUARDS
TOTAL CHECK					4,338.37	
					17,016.52	
M0109	340	46410		S1629884001	37.20	KEY AND LOCK
MILFORD SUPPLY CO., INC.					130.20	SPINDLE ASSEMBLY
TOTAL CHECK					167.40	
N0071	340	45160		87030	272.90	WIPES, AEROSOL SNTZR
NEW SYSTEM CARPET & BUILDING					272.90	
TOTAL CHECK						

SUPERIOR  
 DATE: 10/09/2020  
 TIME: 10:28:39  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 10/15/2020  
 CITY OF ARNOLD  
 SELECTION CRITERIA: transact\_disp\_fund='43'  
 PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
00053	340	45290	532087	95.32	STAPLERS, PENS, PAPER
OPFICE SOURCE					
TOTAL CHECK				95.32	
P0113	340	45106	S0758208948	24.00	4 PIZZAS
PAPA JOHNS INTERNATIONAL					
340	45106	S0758208950	18.00	3 PIZZAS	
340	45106	S0758208950	6.00	1 PIZZAS	
340	45106	S0758208951	48.00	8 PIZZAS	
340	45106	S0758208952	48.00	8 PIZZAS	
TOTAL CHECK				144.00	
P0302	340	46410	2011831	950.00	ACTUATORS AND CARTRIDGES
PETERS-EICHLER MECHANICAL					
TOTAL CHECK				1,500.00	OUTDOOR TEMP/HUMIDITY SEN
R0014	340	45160	2011991	2,450.00	
ROYAL PAPERS INC					
340	45160	980214-1	53.98	DISINFECTANT	
340	45160	985437	128.85	TISSUE	
340	45160	B985437-1	85.90	TISSUE	
340	45160	CM980214	-47.95	RTRN SMTRY PAD BOX	
TOTAL CHECK				220.78	
S0714	43	20108	100220	150.00	REFND PAVILLION FEE
PAT SCHNEIDER					
TOTAL CHECK				150.00	
T0003	340	46410	N000044569	360.00	FIRE ALRM 10/20-10/21
TECH ELECTRONICS					
TOTAL CHECK				360.00	
W0367	43	20108	092920	150.00	REFUND PAVILLION FEE
JUDY WEST					
TOTAL CHECK				150.00	
W0014	340	46410	98374	2,956.00	PRESSURE TEST ON RIVER DR
WESTPORT POOLS INC					
340	46410	210053	98376	1,534.00	PRESSURE TEST ON SKIMMER
TOTAL CHECK				4,490.00	
Y0024	43	20108	092920	25.00	CANCEL BDAY PARTY
JOSHUA YOUNGER					
TOTAL CHECK				25.00	
TOTAL CASHABLE CHECKS				27,168.27	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				27,168.27	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 22					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

PAGE NUMBER: 2  
 ACCTPA51  
 ACCOUNTING PERIOD: 2/21

SUPERION  
 DATE: 10/09/2020  
 TIME: 10:34:24

CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 5  
 ACCTPA21

SELECTION CRITERIA: transact\_date>'20201001 00:00:00.000'  
 ACCOUNTING PERIOD: 2/21

FUND - 48 - STORMWATER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	95726	10/09/20	A0272	A T & T MOBILITY	480	46140	SERVICE 8/24-9/23	0.00	121.65
10111	210026	10/02/20	M0027	MIRMA	480	42210	LOCHIRCO 10/20	0.00	502.13
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	480	45110	PENS, GRID PAPER	0.00	15.97
10111	210039	09/21/20	C0049	CORPORATE PAYMENT S	480	45320	EXHAUST - 905	0.00	49.77
TOTAL	CHECK							0.00	65.74
TOTAL	CASH ACCOUNT							0.00	689.52
TOTAL	FUND							0.00	689.52
TOTAL	REPORT							0.00	314,927.58



SUPERIOR  
 DATE: 10/09/2020  
 TIME: 10:28:57  
 SELECTION CRITERIA: transact\_disp\_fund='48'  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 10/15/2020  
 CITY OF ARNOLD  
 PAGE NUMBER: 1  
 ACCTPA51  
 ACCOUNTING PERIOD: 2/21

PAYMENT TYPE: CHECKS ONLY

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0101	480	45150		31650699	20.59	UNIFORMS
AUS ST LOUIS MC LOCKBOX						
TOTAL CHECK					20.59	
A0082	480	45110	210084	3448	108.00	FY21 CONCRETE
ARNOLD READY MIX						
TOTAL CHECK					108.00	
B0009	480	45110		4800651	115.98	TALL RESCUE BLEND
BAYER'S GARDEN SHOP INC						
TOTAL CHECK					115.98	
C0446	480	45320		09302020	39.50	TITLE VAC TRUCK
TAMMI CASRY, BETTY CASH						
TOTAL CHECK					39.50	
F0029	480	45090		011186004686	694.50	LIFT RENTAL-SLT DM LT
JOHN FABICK TRACTOR CO						
TOTAL CHECK					694.50	
H0350	480	45250	210073	S1387328001	828.00	LIGHT FIXTURES FOR SALT D
HOLT ELECTRICAL SUPPLIES						
TOTAL CHECK					828.00	
H0274	480	45110		91915	14.00	GREAT STUFF BUG GAP
HOUSKA'S ACE HARDWARE						
TOTAL CHECK					14.00	
J0003	480	45320		893204	184.48	BATTERY
JEFFERSON COUNTY AUTO PARTS						
TOTAL CHECK					184.48	
K0047	480	45250		235017	197.19	20V BLOWER AXIAL KIT
K & K SUPPLY						
TOTAL CHECK					197.19	
L0118	480	45250		902198-9/20	42.65	KNIFE, CHLK LINE, STRI
LOWE'S				902259-9/20	18.40	QUIKRETE
				902328-9/20	187.38	SCREWS, 2X4X8
				902358-9/20	155.00	ROUND STEEL STAKES
				902387-09/20	34.24	2 - GFCI
				902856-9/20	141.92	2X4X8, SCREWS
				902875 9/20	40.82	DRILLING HAMMER, TAPE
TOTAL CHECK					620.41	
S0191	480	42220		09162020	13.80	LOCHIRCO 10/2020
STANDARD INSURANCE CO						
TOTAL CHECK					13.80	
TOTAL CASHABLE CHECKS					2,836.45	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					2,836.45	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 11						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

**CITY OF ARNOLD PAYROLL WARRANT**

PAYROLL PERIOD ENDED: **10/2/20**  
 PAYCHECKS DATED: **10/7/20**

PAYROLL WARRANT NUMBER: **1353**  
 PAYROLL NUMBER: **2020-18**

**DETAIL OF GROSS PAYROLL**

REGULAR	257,587.01
REGULAR- P.T.	13,236.20
HOLIDAY	
VACATION	14,293.68
SICK	11,275.98
OVERTIME	14,144.53
PERSONAL TIME	2,358.24
HOLIDAY PAY	
LONGEVITY	
COMP TIME	760.39
FUNERAL LEAVE	
WORK COMP SUPPLEMENT	-
SAFETY INCENTIVE	-
MILITARY LEAVE	
ON-CALL	385.88
VEHICLE	200.00
SECONDARY REGULAR-Swim	750.00
PHONE ALLOWANCE/IPAD	
CLOTHING ALLOWANCE	500.00
EMERGENCY MANAGER	76.93
HEALTH INSURANCE REIMBURSED	2,700.00
LOCK-IN REC CENTER	
TOTAL GROSS PAY	<u>318,268.84</u>

**DETAIL OF DEDUCTIONS WITHHELD**

FICA/MEDICARE	23,480.02
FEDERAL	32,426.57
STATE	14,065.00
LOCAL	41.55
POLICE PENSION	12,730.56
GARNISHMENT	682.69
VOYA ING	4,664.20
WASHINGTON NAT'L	375.45
ICMA	-
VISION	885.72
SUPPLEMENTAL LIFE	379.53
SHORT TERM DISABILITY	219.70
FLEX SPENDING	2,401.51
DEPENDENT CARE	-
HEALTH INS-EMPLOYEE COST	7,561.92
REC MEMBERSHIP	-
AFLAC	271.87
DENTAL	
LEISURE PASS	
HEALTH INS-SPOUSE	-
BANKRUPTCY PAY	
MISC	
IPAD PAY	
DATA PLAN	

**PAYROLL SUMMARY**

GROSS PAY	318,268.84
DEDUCTIONS	100,186.29
NET PAY	<u>218,082.55</u>

TOTAL DEDUCTIONS	<u>100,186.29</u>
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I certify the monies referenced by this warrant are due and owing by the City of Arnold.

DATE \_\_\_\_\_ CITY CLERK \_\_\_\_\_

The warrant has been approved by the Council of the City of Arnold.

DATE \_\_\_\_\_ MAYOR \_\_\_\_\_

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

DATE \_\_\_\_\_ TREASURER \_\_\_\_\_

**CITY OF ARNOLD PAYROLL 2020-18**  
**DETAIL OF OVERTIME BY DEPARTMENT P/R A79 P/E 10/02/2020**

<u>DEPARTMENT</u>	<u>TOTAL OVERTIME</u>	
IT DEPT	407.03	IT Duties
GEN & ADM		
COURT		
MAYOR/PARKS		
ADMINISTRATOR		
TOURISM		
FINANCE		
CLERK/COLL		
PLANNING		
POLICE	12,500.96	Grants
DISPATCHERS	873.72	Manpower Shortage
BUILDING		
PUBLIC WORKS		
FLEET		
STREET	87.66	Call Out
PARKS		
RECREATION		
HEALTH		
RABIES	275.16	Rabies Duties
GOLF		
STORMWATER		
PARKS/REC PT EMPLOYE		
	<b>TOTAL</b>	<b>14,144.53</b>

PAYROLL PERIOD ENDED:  
 PAY CHECKS DATED:

10/2/2020 PAYROLL WARRANT NUMBER :  
 10/7/2020 PAYROLL NUMBER:

1353  
 2020-18

**DETAIL OF OVERTIME COSTS**

**DETAIL OF ON CALL COSTS**

NAME	HOURS	COSTS	
D. Christopher	6.75	407.03	Sub-IT
			407.03
B. Ackermann	10.00	462.16	
A. Ashbrook	8.00	308.64	
G. Brown	4.00	157.20	
W. Catanzaro	36.00	1,494.72	
O. Conarow	48.00	2,482.56	
A. Gary	2.00	85.56	
D. Gierer	25.00	1,455.00	
T. Leassner	40.00	2,565.60	
M. Phillips	8.00	355.08	
J. Sarber	4.00	174.36	
J. Sikes	9.00	600.62	
J. Vinyard	13.00	702.59	
B. Wilson	23.00	1,213.02	
K. Wilson	10.00	443.85	Sub-Police
			12,500.96
T. Doure	8.00	314.40	
J. Jones	8.00	272.88	
J. Williams	8.00	286.44	Sub-Dispatch
			873.72
D. Van Huss	3.00	87.66	Sub- Street
			87.66
G. Pickrell	4.00	136.56	
J. Preis	4.00	138.60	Sub-Rabies
			275.16

NAME	HOURS	COSTS
D. Kuenzle	4.00	104.92
J. Preis	4.00	92.40
G. Pickrell	4.00	91.04
D. Blake	4.00	97.52

Total 14,144.53

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES BY REORGANIZING AND RENUMBERING THE ARTICLES AND SECTIONS THEREIN, AND BY ADDING EXPLANATORY SECTIONS PROVIDING INTENT AND PURPOSE FOR VARIOUS EXISTING PROVISIONS.**

**WHEREAS**, the City Council of the City of Arnold desires to amend Chapter 405 of the Arnold Code of Ordinances, for purposes of providing additional clarity and ease of use, by relocating and renumbering the content of the Chapter and by the addition of explanatory sections providing for intent and purpose; and

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

**WHEREAS**, the Planning Commission has submitted its report and recommendation to the City Council on the proposed amendments to Chapter 405 of the Arnold Code of Ordinances; and

**WHEREAS**, the City Council voted to amend Chapter 405 of the Arnold Code of Ordinances.

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

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

**SECTION 2:** Chapter 405 Zoning of the City of Arnold Code of ordinances, is hereby amended to remove the usage of all "Article" headings within the chapter by deleting all such headings and associated caption, but preserving all "Section" subdivisions contained thereunder.

**SECTION 3:** Sections 405.010 through 405.090, as contained in Chapter 405 Zoning, are hereby repealed with the content of said sections being relocated and renumbered as delineated further in this document.

**SECTION 4:** Section 405.010 of the City of Arnold Code of Ordinances is hereby amended, so as to read in its entirety as follows:

**"Section 405.010 Title.**

This Chapter shall be known and may be cited as the "Arnold Zoning Ordinance"."

**SECTION 5:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**"Section 405.020 Intent and Purpose.**

A. This Zoning Ordinance is adopted for the following purposes:

1. To promote the public health, safety, comfort, morals, convenience and general public welfare;
2. To protect the character and the stability of the residential, commercial, and industrial areas within the City of Arnold and to promote the orderly and beneficial development of such areas;
3. To provide adequate light, air, privacy and convenience of access to property;
4. To regulate the intensity of use of land and lot areas and to determine the area of open spaces surrounding buildings necessary to provide adequate light and air and to protect the public health;
5. To lessen or avoid congestion in the public streets;
6. To provide for the needs of industry, business, and residents in future growth;
7. To promote healthful surroundings for family life in residential areas;
8. To fix reasonable standards to which buildings or structures shall conform;
9. To prohibit uses, buildings or structures which are incompatible with the character of development or the uses allowed within specified zoning districts;
10. To prevent such additions to, or alteration or remodeling of, existing buildings or structures in such a way as to avoid the restrictions and limitations imposed hereunder;
11. To protect against fire, explosion, noxious fumes and other hazards in the interest of the public health, safety, comfort and general welfare;
12. To prevent the overcrowding of land and undue concentration of structures, so far as is possible and appropriate in each district, by regulating the use and bulk of buildings in relation to the land surrounding them;
13. To conserve the value of land and buildings throughout the City of Arnold;
14. To provide for the gradual elimination of non-conforming uses of land, buildings and structures which are adversely affecting the value of desirable development in each district;
15. And to define and limit the powers and duties of the administrative officers and bodies as provided herein.”

**SECTION 6:** The existing content of Section 405.060 Definitions of the City of Arnold Code of Ordinances shall be renumbered, retitled, and amended, with existing defined words and phrases commencing under paragraph C, as follows:

**“Section 405.030 Rules and Definitions.**

- A. For the purpose of this Chapter certain words and phrases are herein defined. Words and phrases defined herein shall be given the defined meaning. Words and phrases which are not defined shall be given their usual meaning except where the context clearly indicates a different or specific meaning.
- B. *Rules.*
1. Words used in the present tense shall include the future; and words used in the singular number shall include the plural number, and the plural, the singular.
  2. The word "shall" is mandatory and not discretionary.
  3. The word "may" is permissive.
  4. The word "lot" shall include the words "plot", "piece", "parcel", and “tract”; the word "building" includes all other structures of every kind regardless of similarity to buildings; and the phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for" and "occupied for".
  5. The word "dwelling" includes the word "residence"
- C. *Definitions.* Unless the context otherwise requires, the following definitions shall be used in the interpretation of this Chapter:”

**SECTION 7:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**“Section 405.040 Use Districts.**

- A. In order to carry out the purposes and provisions of this Chapter, the City of Arnold, Missouri, is hereby divided into the following districts:

*Residential Districts*

- “R-1” Residence District
- “R-2” Residence District
- “R-3” Residence District
- “R-4” Residence District
- “R-5” Residence District
- “R-6” Residence District

*Commercial Districts*

- “C-1” Commercial District
- “C-2” Commercial District
- “C-3” Commercial District

*Industrial Districts*

“M-1” Industrial District

“M-2” Industrial District

*Special Districts*

“FP” Floodplain District

“PS” Park and Scenic District

“MHD” Manufactured Home District

“C-4” Planned Commercial District

“M-3” Planned Industrial District”

**SECTION 8:** The existing content of Section 405.020, Establishment of Districts — Provisions for Official Zoning Map, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.040, paragraph B. Official Zoning Map.

**SECTION 9:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following paragraph under Section 405.040:

“C. *Annexed Land.* All territory which may hereafter be annexed to the City shall be considered to be in the "R-1" District until otherwise classified, except that territory already classified by municipal or County jurisdiction shall retain that classification until otherwise reclassified.”

**SECTION 10:** The existing content of Section 405.030, Rules for Interpretation of District Boundaries, of Arnold Code of Ordinances shall be relocated and renumbered as Section 405.040, paragraph D. Rules for Interpretation of District Boundaries.

**SECTION 11:** The existing content of Section 405.040, Application of District Regulations, of the City of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.050 General Provisions., as follows, however the existing sub-paragraph (A)(6) of Section 405.040 shall be deleted in its entirety. [Ed. Note: Deleted sub-paragraph (A)(6) of Section 405.040 is restated in SECTION 9 of this ordinance]

**“Section 405.050 General Provisions.**

A. *Application of District Regulations:* The regulations set by this Chapter within each district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, and particularly, except as hereinafter provided:

1. No building, structure, or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
2. Non-residential buildings, structures and/or land (not addressed elsewhere in these regulations) must receive site plan approval from the Planning Commission before they are constructed, reconstructed, moved, erected, enlarged or land altered. (See Section 405.190, Site Plan Review).
3. No building or other structure shall hereafter be erected or altered:



- a. To exceed the height or bulk;
  - b. To accommodate or house a greater number of families;
  - c. To occupy a greater percentage of lot area;
  - d. To have narrower or smaller rear yards, front yards, side yards, or other open spaces than herein required; or in any other manner contrary to the provisions of this Chapter.
4. No part of a yard, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this Chapter shall be included as part of a yard, open space, or off-street parking or loading space similarly required for any other building.
5. No yard or lot existing at the time of passage of this Chapter shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Chapter shall meet at least the minimum requirements established by this Chapter.
6. Unlisted Uses. Any use not shown as a use permitted by right, or a conditional use in a zoning district is specifically prohibited in that district. Uses not listed have been determined either not to be appropriate in any district, incompatible with certain existing uses, or sufficiently rare or unexpected as to be incapable of being listed at the time of adoption of these Regulations. Such uses may be authorized in planned districts solely at the discretion of the City Council. Any use not shown as a use permitted by right, a conditional use in any zoning district, but constituting a use that is required to be permitted by law, shall be authorized in the "M-1" or "M-2" or "M-3" Industrial Districts subject to the following conditions:
  - a. The use shall be permitted only to the extent required by law to be permitted;
  - b. The use shall be approved only as a conditional use, except if by law it is required to be permitted by right;
  - c. The use shall be located no closer than one thousand (1,000) feet from any residence, residential property, park, school, or church, except as may be modified by the City Council through a Planned District procedure;
  - d. The use shall maintain a distance of at least one thousand (1,000) feet from any other such use having the same description.
7. Motor Vehicle-Oriented Establishments (MVOE). Otherwise permitted uses meeting the definition of an MVOE, as defined in Section 405.060, are deemed conditional uses and shall be subject to procedures governing such uses contained in Section 405.870, Conditional Use Permits and provisions contained in Section 405.150 Use and Zoning Performance Standards.

**SECTION 12:** The existing content of Section 405.650, General Height Regulations, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.050, paragraph B. *General Height Regulations.*

**SECTION 13:** The existing content of Section 405.660 through 405.750, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 14:** The existing content contained in paragraphs A through T of Section 405.760, Supplementary District Regulations, of Arnold Code of Ordinances shall be relocated to Section 405.050, and renumbered commencing with paragraph C. therein.

**SECTION 15:** The existing content of Section 405.770 through 405.860, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 16:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

“**Section 405.060** (reserved)”

**SECTION 17:** The existing content of 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, of Arnold Code of Ordinances shall be relocated, renumbered, and renamed as Section 405.070 Nonconformities.

**SECTION 18:** The existing content of Section 405.870, Conditional Use Permits, of Arnold Code of Ordinances shall be relocated, renumbered, and renamed as Section 405.080 Conditional Uses.

**SECTION 19:** The existing content of Section 405.880 through 405.970, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 20:** Sections 405.100 through 405.380, as contained in Chapter 405 Zoning, are hereby repealed with the content of said sections being relocated and renumbered as delineated further in this document.

**SECTION 21:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

“**Section 405.090 Planned Developments.**

*A. Authorization.*

1. The City Council may by ordinance grant a special permit for a planned residential development authorized by this Section on such terms and conditions and with such restrictions as the Council may determine, subject to the provisions of this Section.
2. The City Council may establish a planned commercial on industrial district by ordinance in the same manner that other mapped districts are established where the City Council determines that any particular tracts or areas should be developed for commercial or industrial use, but because of potential conflicts with adjoining uses, existing or potential, a greater degree of control of the manner of development is necessary to protect the general welfare than is possible under the regulations of the other "C" Commercial or "M" Industrial Districts.
3. The City Council may establish a manufactured home district by ordinance in the same manner that other mapped districts are established where the City Council

determines that any particular tracts or areas should be developed for manufactured home park, but because of natural topography, hydrology, existing or planned developments, and arrangements and location of existing or planned community facilities, and social needs of the community, a greater degree of control of the manner of development is necessary to protect the general welfare than is possible under the regulations of the other districts.”

**SECTION 22:** The existing content of Section 405.490, Planned Residential Development Procedures, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.090., paragraph B. Planned Residential Development Procedure.

**SECTION 23:** The existing content of Section 405.340, “C-4” Planned Commercial District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.090, paragraph C. “C-4” Planned Commercial District.

**SECTION 24:** The existing content of Section 405.370, “M-3” Planned Industrial District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.090, paragraph D. “M-3” Planned Industrial District.

**SECTION 25:** The existing content of Section 405.300, “MHD” Mobile Home District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.090, paragraph E. “MHD” Manufactured Home District.

**SECTION 26:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

“**Section 405.100** (reserved)”

**SECTION 27:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

“**Section 405.110 Residential Districts.**”

**SECTION 28:** The existing content of Section 405.240, “R-1” Residence District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.110, paragraph A. “R-1” Residence District.

**SECTION 29:** The existing content of Section 405.250, “R-2” Residence District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.110, paragraph B. “R-2” Residence District.

**SECTION 30:** The existing content of Section 405.260, “R-3” Residence District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.110, paragraph C. “R-3” Residence District.

**SECTION 31:** The existing content of Section 405.270, “R-4” Residence District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.110, paragraph D. “R-4” Residence District.

**SECTION 32:** The existing content of Section 405.280, “R-5” Residence District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.110, paragraph E. “R-5” Residence District.

**SECTION 33:** The existing content of Section 405.290, “R-6” Residence District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.110, paragraph F. “R-6” Residence District.

**SECTION 34:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**“Section 405.120 Commercial Districts.”**

**SECTION 35:** The existing content of Section 405.310, “C-1” Commercial District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.120, paragraph A. “C-1” Commercial District.

**SECTION 36:** The existing content of Section 405.320, “C-2” Commercial District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.120, paragraph B. “C-2” Commercial District.

**SECTION 37:** The existing content of Section 405.330, “C-3” Commercial District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.120, paragraph C. “C-3” Commercial District.

**SECTION 38:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**“Section 405.130 Industrial Districts.”**

**SECTION 39:** The existing content of Section 405.350, “M-1” Industrial District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.130, paragraph A. “M-1” Industrial District.

**SECTION 40:** The existing content of Section 405.360, “M-2” Industrial District, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.130, paragraph B. “M-2” Industrial District.

**SECTION 41:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**“Section 405.140 Special Districts.**

- C. "MHD" Manufactured Home District. In order to provide appropriate locations where stable and enduring manufactured (mobile) home residential neighborhoods are created and maintained, so as to take advantage of, or to avoid conflicts with, natural topography, hydrology, existing developments, and arrangements and location of existing or planned community facilities, and social needs of the community, a "MHD" Manufactured Home District may be established by special ordinance subject to the

requirements set forth in Section 410.090, Planned Developments, of this Chapter. These regulations are supplemented and qualified by additional general regulations appearing elsewhere in the Chapter which are incorporated as part of this Section by reference.

- D. "C-4" Planned Commercial District. In order to provide appropriate locations for certain types of business developments in locations where integrated site planning and design is necessary due to surrounding land uses, neighboring residential areas or traffic considerations, a Planned Commercial District ("C-4") may be established by special ordinance subject to the requirements set forth in Section 410.090, Planned Developments, of this Chapter. Those districts adopted and part of the Zoning Ordinance are contained in the appendix. The planned districts are subject to the performance standards contained in Section 405.150 Use and Performance Standards.
- E. "M-3" Planned Industrial District. In order to provide appropriate locations for certain types of business and manufacturing developments in locations where integrated site planning and design is necessary due to surrounding land uses, neighboring residential areas or traffic considerations, a Planned Industrial District ("M-3") may be established by special ordinance subject to the requirements set forth in Section 405.090, Planned Developments, of this Chapter. Those districts adopted and part of the Zoning Ordinance are contained in the appendix. The planned districts are subject to the performance standards contained in Section 405.150 Use and Performance Standards."

**SECTION 42:** The existing content of Section 405.100, "FP" Floodplain, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.140, paragraph A. "FP" Floodplain District.

**SECTION 43:** The existing content of Section 405.110, "PS" Park and Scenic, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.140, paragraph B. "PS" Park and Scenic District.

**SECTION 44:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**"Section 405.150 Use and Zoning Performance Standards."**

**SECTION 45:** The existing content of Section 405.380, Use Standards, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.150, paragraph A. Use Standards.

**SECTION 46:** The existing content of Section 405.980, Zoning Performance Standards, of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.150, paragraph B. Zoning Performance Standards.

**SECTION 47:** The existing content of Section 405.990 through 405.1080, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 48:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**“Section 405.160 (reserved)  
Section 405.170 (reserved)  
Section 405.180 (reserved)”**

**SECTION 49:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**“Section 405.190 Site Plan Review.”**

**SECTION 50:** The existing content contained in Sections 405.500 through 405.523, of Arnold Code of Ordinances shall be relocated and renumbered to Section 405.190, commencing with paragraph A.

**SECTION 51:** The existing content of Section 405.530, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 52:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**“Section 405.200 Tree Preservation.”**

**SECTION 53:** The existing content of Section 405.610 through 405.640, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 54:** The existing content contained in Sections 405.540 through 405.640, of Arnold Code of Ordinances shall be relocated and renumbered to Section 405.200, commencing with paragraph A.

**SECTION 55:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

**“Section 405.210 (reserved)  
Section 405.220 (reserved)”**

**SECTION 56:** The existing content of Section 405.1090 Administrative Enforcement, Violation, and Penalties of the City of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.230 Administrative Enforcement, Violation, and Penalties.

**SECTION 57:** The existing content of Section 405.1100 through 405.1190, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 58:** The existing content of Section 405.1200 Board of Adjustment of the City of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.240 Board of Adjustment.

**SECTION 59:** The existing content of Section 405.1210 Appeals from the Board of Adjustment of the City of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.250 Appeals.

**SECTION 60:** The existing content of Section 405.1220 through 405.1310, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 61:** The existing content of Section 405.1430 Amendments to the Zoning Ordinance of the City of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.260 Zoning Changes and Amendments.

**SECTION 62:** The existing content of Section 405.1460 through 405.1550, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 63:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

“**Section 405.270** (reserved)”

**SECTION 64:** The existing content of Section 405.1320 Fees of the City of Arnold Code of Ordinances shall be relocated, renumbered, and retitled as Section 405.280 Fees.

**SECTION 65:** The existing content of Section 405.1330 through 405.1420, (Reserved), of Arnold Code of Ordinances shall be deleted.

**SECTION 66:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

“**Section 405.290 Validity.**”

**SECTION 67:** The existing content contained in Sections 405.1440 through 405.1450, of Arnold Code of Ordinances shall be relocated and renumbered to Section 405.290, commencing with paragraph A.

**SECTION 68:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

“**Section 405.300** (reserved)”

**SECTION 69:** Chapter 405 Zoning of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

“**Zoning Appendix I “C-4” Planned Commercial Districts.** [Ed. Note: to be populated later with individual planned district ordinances]

**Zoning Appendix II “M-3” Planned Industrial Districts.**” [Ed. Note: to be populated later with individual planned district ordinances]

**SECTION 70:** Internal References. All references to section numbers in the existing Code of Ordinance shall be to updated to their renumbered equivalent sections in this ordinance, unless otherwise specified.

**SECTION 71:** Saving clause. That nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 72:** If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

**SECTION 73:** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

**SECTION 74:** This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF OCTOBER, 2020.

\_\_\_\_\_  
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





## CITY COUNCIL AGENDA ITEM STAFF REPORT

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<b>MEETING DATE:</b>	October 14, 2020
<b>TITLE:</b>	PC-2020-17 Zoning Ordinance Reorganization (Text Amendment)
<b>DEPARTMENT:</b>	Community Development
<b>PROJECT MANAGER:</b>	David B. Bookless, Community Development Director
<b>REQUESTED ACTION:</b>	Ordinance approval
<b>ATTACHMENTS:</b>	(1) Staff Report to Planning Commission; (2) Draft Ordinance

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### **EXECUTIVE SUMMARY:**

A City-initiated request to amend Chapter 405, Zoning, of the Code of Ordinances to reorganize and renumber the Articles and Sections therein, and by adding explanatory Sections providing intent and purpose for various existing provisions.

### **REVIEW & ANALYSIS:**

The Arnold Zoning Ordinance is, for many users, convoluted and difficult to use. In particular, inter-related sections of the Code are not located in a logical or intuitive format for users that include not only design, engineering, and construction professionals, but the general public. Further, the index of sections (AKA the "table of contents") currently contains ninety (90) headings, which can make finding an applicable section overly complicated. Additionally, many heading titles are unclear as to their content rather than being descriptive.

The Planning Commission proposes to reorganize the Code to reduce the number of headings to approximately (30). Some existing headings have been renamed for clarity, while a number of them have been nested below other headings. Also included in the draft are some minor text additions or revisions for the clarification of the intent and purpose of various sections of the Code, as well as for simplification of terms. The last substantial change is the addition of two (2) appendices to the Code to be populated later. The appendices will contain each of the site-specific ordinances for the "C-4" Planned Commercial and the "M-3" Planned Industrial Districts. This will provide developers, businesses, and the general public with *direct access* to planned district regulations.

### **RECOMMENDATION:**

On October 13, 2020, the Planning Commission, by a vote of 8 to 0, voted to recommend approval of the amendment.



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## REPORT TO PLANNING COMMISSION

### CITY OF ARNOLD

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**APPLICATION #:** PC-2020-17

**APPLICATION NAME:** Zoning Ordinance Reorganization (Text Amendment)

**APPLICANT:** City of Arnold

**REQUEST:** A City-initiated request to amend Chapter 405, Zoning, of the Code of Ordinances to reorganize and renumber the Articles and Sections therein, and by adding explanatory Sections providing intent and purpose for various existing provisions.

**MEETING DATE:** October 13, 2020

**REPORT DATE:** October 5, 2020

**CASE MANAGER:** David B. Bookless, AICP

**ACTION REQUESTED** **APPROVAL**



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## REPORT TO PLANNING COMMISSION

### CITY OF ARNOLD

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#### BACKGROUND

The City's Zoning Ordinance was adopted by the City Council on June 30, 1977. A number of amendments have been approved with the most recent being on March 5, 2020. Periodic revision is essential if the ordinances are to maintain a rational land use pattern. Changes should not be made in an arbitrary manner. Significant updates to the Zoning Ordinance are best undertaken following an update of the Comprehensive Plan. Nevertheless, clarification of information contained in the Zoning Ordinance may be appropriate at any time.

#### DISCUSSION/ANALYSIS

*The analysis by Staff that follows is intended to allow the Planning Commission to reach the most informed decision possible and to facilitate discussion. Such discussion is important to identify and consider any potential unintended consequences of the proposed amendment.*

The Arnold Zoning Ordinance is, for many users, convoluted and difficult to use. In particular, inter-related sections of the Code are not located in a logical or intuitive format for users that include not only design, engineering, and construction professionals, but the general public. Further, the index of sections (AKA the "table of contents") currently contains ninety (90) headings, which can make finding an applicable section overly complicated. Additionally, many heading titles are unclear as to their content rather than being descriptive.

Staff proposes reorganizing the Code reducing the number of headings to approximately (30). Some of the existing ninety (90) existing headings have simply been renamed for clarity, while a number of them have been nested below the headings. A number of reserved sections have been established for future amendments that are intended to allow additional re-organization at a future time to address such things as the consolidation of parking, lighting, and landscaping standards under their own section headings rather than their current format, which places them repetitively under each zoning district section. Staff has included some minor text additions or revisions for the clarification of the intent and purpose of various sections of the Code, as well as for simplification of terms. The last substantial change is the addition of two (2) appendices to the Code to be populated later. The appendices will contain each of the site-specific ordinances for the "C-4" Planned Commercial and the "M-3" Planned Industrial Districts. The reasoning behind this addition is that with properties located in any other zoning district, users can look up zoning requirements in the online Zoning Ordinance. However, for planned districts, users must contact staff, who then look up the particular ordinance, and provide details. While Staff will continue to provide clarifications of what the Code means, for reasons of greater transparency, this direct provision of information is good practice. On the following pages, you will find the existing headings and format, the proposed headings and format, and the limited new content being proposed to be added to the Code at this time.

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

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**CHAPTER 405 ZONING — SECTION HEADINGS AS THEY READ TODAY**

**ARTICLE I GENERAL PROVISIONS**

**Section 405.010 Short Title.**

**Section 405.020 Establishment of Districts — Provisions for Official Zoning Map.**

**Section 405.030 Rules for Interpretation of District Boundaries.**

**Section 405.040 Application of District Regulations.**

**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.**

**Section 405.060 Definitions.**

**Section 405.070 through Section 405.090. (Reserved)**

**ARTICLE II DISTRICT AND USE REGULATIONS**

**Section 405.100 "FP" Floodplain.**

**Section 405.110 "PS" Park and Scenic.**

**Section 405.120 "AG" Agricultural.**

**Section 405.130 through Section 405.170. (Reserved)**

**Section 405.180 "PDA" Planned Development Area.**

**Section 405.190 through Section 405.230. (Reserved)**

**Section 405.240 "R-1" Residence District.**

**Section 405.250 "R-2" Residence District.**

**Section 405.260 "R-3" Residence District.**

**Section 405.270 "R-4" Residence District.**

**Section 405.280 "R-5" Residence District.**

**Section 405.290 "R-6" Residence District.**

**Section 405.300 "MHD" Mobile Home District.**

**Section 405.310 "C-1" Commercial District.**

**Section 405.320 "C-2" Commercial District.**

**Section 405.330 "C-3" Commercial District.**

**Section 405.340 "C-4" Planned Commercial District.**

**Section 405.350 "M-1" Industrial District.**

**Section 405.360 "M-2" Industrial District Regulations.**

**Section 405.370 "M-3" Planned Industrial District Regulations.**

**Section 405.380 Use Standards.**

**Section 405.390 through Section 405.470. (Reserved)**

**ARTICLE III DEVELOPMENT PROCEDURES**

**Section 405.480 DDP Density Development Procedures.**

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## REPORT TO PLANNING COMMISSION

### CITY OF ARNOLD

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**Section 405.490 Planned Residential Development Procedures.**

**Section 405.500 Site Plan Review.**

**Section 405.501 Site Plan Review — Intent.**

**Section 405.503 Site Plan; When Required.**

**Section 405.505 Site Plan Review Procedure.**

**Section 405.507 Site Plan Review — Application.**

**Section 405.509 Site Plan Review — Submission Requirements.**

**Section 405.511 Site Plan Review Criteria.**

**Section 405.513 Amended Site Plans.**

**Section 405.515 Procedure For Amended Site Plan Applications.**

**Section 405.517 Site Plan — Substantial Changes.**

**Section 405.519 Site Plan — Minor Changes.**

**Section 405.521 Site Plan Review — Definition Of Substantial Changes.**

**Section 405.523 Site Plan Review — Fees.**

**Section 405.530 (Reserved)**

#### **ARTICLE IV TREE PRESERVATION PROGRAM**

**Section 405.540 Purpose and Intent.**

**Section 405.545 Applicability.**

**Section 405.550 Definitions.**

**Section 405.555 Preservation Requirements.**

**Section 405.560 Tree Preservation Plan Required.**

**Section 405.565 Replacement Requirements.**

**Section 405.570 Credit.**

**Section 405.575 Marking of Trees.**

**Section 405.580 Protection Measures During Construction.**

**Section 405.585 Protection Measures After Construction.**

**Section 405.590 Tree Preservation Easement.**

**Section 405.595 Penalties and Appeals.**

**Section 405.600 Variances.**

**Section 405.610 through Section 405.640. (Reserved)**

#### **ARTICLE V HEIGHT REGULATIONS**

**Section 405.650 General Height Regulations.**

**Section 405.660 through Section 405.750. (Reserved)**

#### **ARTICLE VI SUPPLEMENTARY REGULATIONS**

*CONTINUED ON NEXT PAGE*

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

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**Section 405.760 Supplementary District Regulations.**

**Section 405.770 through Section 405.860. (Reserved)**

**ARTICLE VII CONDITIONAL USES**

**Section 405.870 Conditional Use Permits.**

**Section 405.880 through Section 405.970. (Reserved)**

**ARTICLE VIII ZONING PERFORMANCE STANDARD REGULATIONS**

**Section 405.980 Zoning Performance Standard Regulations.**

**Section 405.990 through Section 405.1080. (Reserved)**

**ARTICLE IX ADMINISTRATION**

**Section 405.1090 Administrative Enforcement, Violation and Penalties.**

**Section 405.1100 through Section 405.1190. (Reserved)**

**ARTICLE X BOARD OF ADJUSTMENT**

**Section 405.1200 Board of Adjustment — Establishment and Procedure.**

**Section 405.1210 Appeals from the Board of Adjustment.**

**Section 405.1220 through Section 405.1310. (Reserved)**

**ARTICLE XI FEES**

**Section 405.1320 Schedule of Fees.**

**Section 405.1330 through Section 405.1420. (Reserved)**

**ARTICLE XII AMENDMENTS**

**Section 405.1430 Amendments to the Zoning Ordinance.**

**Section 405.1440 Provisions of Ordinance Declared to Be Minimum.**

**Section 405.1450 Separability Clause.**

**Section 405.1460 through Section 405.1550. (Reserved)**

*END*



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## REPORT TO PLANNING COMMISSION

### CITY OF ARNOLD

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#### CHAPTER 405 ZONING — SECTION HEADINGS *PROPOSED*

- Section 405.010 Title.**
- Section 405.020 Intent and Purpose.**
- Section 405.030 Rules and Definitions.**
- Section 405.040 Use Districts.**
- Section 405.050 General Provisions.**
- Section 405.060 (reserved)**
- Section 405.070 Non-Conformities.**
- Section 405.080 Conditional Uses.**
- Section 405.090 Planned Developments.**
- Section 405.100 (reserved)**
- Section 405.110 Residential Districts.**
- Section 405.120 Commercial Districts.**
- Section 405.130 Industrial Districts.**
- Section 405.140 Special Districts.**
- Section 405.150 Use and Zoning Performance Standards.**
- Section 405.160 (reserved)**
- Section 405.170 (reserved)**
- Section 405.180 (reserved)**
- Section 405.190 Site Plan Review.**
- Section 405.200 Tree Preservation.**
- Section 405.210 (reserved)**
- Section 405.220 (reserved)**
- ~~**Section 405.230 Administrative Enforcement, Violation, and Penalties.**~~
- Section 405.240 Board of Adjustment.**
- Section 405.250 Appeals.**
- Section 405.260 Zoning Changes and Amendments.**
- Section 405.270 (reserved)**
- Section 405.280 Fees.**
- Section 405.290 Validity .**
- Section 405.300 (reserved)**
- Zoning Appendix I “C-4” Planned Commercial Districts.**
- Zoning Appendix II “M-3” Planned Industrial Districts.**

*END*



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# REPORT TO PLANNING COMMISSION

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## CITY OF ARNOLD

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### NEW CONTENT

**“Section 405.020 Intent and Purpose.**

A. This Zoning Ordinance is adopted for the following purposes:

1. To promote the public health, safety, comfort, morals, convenience and general public welfare;
2. To protect the character and the stability of the residential, commercial, and industrial areas within the City of Arnold and to promote the orderly and beneficial development of such areas;
3. To provide adequate light, air, privacy and convenience of access to property;
4. To regulate the intensity of use of land and lot areas and to determine the area of open spaces surrounding buildings necessary to provide adequate light and air and to protect the public health;
5. To lessen or avoid congestion in the public streets;
6. To provide for the needs of industry, business, and residents in future growth;
7. To promote healthful surroundings for family life in residential areas;
8. To fix reasonable standards to which buildings or structures shall conform;
9. To prohibit uses, buildings or structures which are incompatible with the character of development or the uses allowed within specified zoning districts;
10. To prevent such additions to, or alteration or remodeling of, existing buildings or structures in such a way as to avoid the restrictions and limitations imposed hereunder;
11. To protect against fire, explosion, noxious fumes and other hazards in the interest of the public health, safety, comfort and general welfare;
12. To prevent the overcrowding of land and undue concentration of structures, so far as is possible and appropriate in each district, by regulating the use and bulk of buildings in relation to the land surrounding them;
13. To conserve the value of land and buildings throughout the City of Arnold;
14. To provide for the gradual elimination of non-conforming uses of land, buildings and structures which are adversely affecting the value of desirable development in each district;
15. And to define and limit the powers and duties of the administrative officers and bodies as provided herein.”





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## REPORT TO PLANNING COMMISSION

### CITY OF ARNOLD

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#### NEW CONTENT

**“Section 405.040 Use Districts.**

- A. In order to carry out the purposes and provisions of this Chapter, the City of Arnold, Missouri, is hereby divided into the following districts:

*Residential Districts*

- “R-1” Residence District
- “R-2” Residence District
- “R-3” Residence District
- “R-4” Residence District
- “R-5” Residence District
- “R-6” Residence District

*Commercial Districts*

- “C-1” Commercial District
- “C-2” Commercial District
- “C-3” Commercial District

*Industrial Districts*

- “M-1” Industrial District
- “M-2” Industrial District

*Special Districts*

- “FP” Floodplain District
- “PS” Park and Scenic District
- “MHD” Manufactured Home District
- “C-4” Planned Commercial District
- “M-3” Planned Industrial District”

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# REPORT TO PLANNING COMMISSION

## CITY OF ARNOLD

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### NEW CONTENT

#### **“Section 405.090 Planned Developments.**

##### *A. Authorization.*

1. The City Council may by ordinance grant a special permit for a planned residential development authorized by this Section on such terms and conditions and with such restrictions as the Council may determine, subject to the provisions of this Section.
  2. The City Council may establish a planned commercial or industrial district by ordinance in the same manner that other mapped districts are established where the City Council determines that any particular tracts or areas should be developed for commercial or industrial use, but because of potential conflicts with adjoining uses, existing or potential, a greater degree of control of the manner of development is necessary to protect the general welfare than is possible under the regulations of the other "C" Commercial or "M" Industrial Districts.
  3. The City Council may establish a manufactured home district by ordinance in the same manner that other mapped districts are established where the City Council determines that any particular tracts or areas should be developed for manufactured home park, but because of natural topography, hydrology, existing or planned developments, and arrangements and location of existing or planned community facilities, and social needs of the community, a greater degree of control of the manner of development is necessary to protect the general welfare than is possible under the regulations of the other districts.”
-



## 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 2019-17 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 2019-17 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 "David B. Bookless".

David B. Bookless, AICP  
Community Development Director

BILL NO. 2773

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE  
AMENDMENT OF THE FISCAL YEAR 2020 BUDGET.

---

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

- Section 1. The Fiscal Year 2020 Budget adopted on August 15, 2019 has been reviewed and is hereby amended by reference. A copy of said budget adjustment is attached hereto and made a part hereof.
- Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.
- Section 3. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS 15th DAY OF OCTOBER,  
2020.

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

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

FY 2020 Year-End Budget Adjustments (10/15/2020 Council Meeting)

FUND	DEPT	ORGANIZATION TITLE	ACCOUNT	ACCOUNT TITLE	BUDGET	YEAR TO DATE EXP	AVAILABLE BALANCE POS (NEG)	EXPLANATION	BUDGET ACTION REQUESTED	INCREASE (DECREASE)	TRANSFER TO / FROM OTHER BUDGET LINE	ACTUAL INCREASE REQUESTED (NOT TRANSFER)
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	41501	REGULAR SALARIES & WAGES	0	10,590	(10,590)	Haskell Martin was budgeted to Dept. 310 but expensed in Dept. 105	Increase budget by \$8,718 - budgets \$\$ transferred from 00-310-41410	8,718	Y	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	42210	INSURANCE HEALTH	0	49,274	(49,274)	Includes \$25k for Terminal Loss Insurance and \$25k for YE "run out estimate" for TPA change (potential claims)	Increase budget by \$49,274	49,274	N	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	43133	BANK ANALYSIS SERV CHG	600	4,486	(3,886)	Invested into higher interest CDs which dropped the average bank balance thereby incurring additional analysis fees	Increase budget by \$3,886	3,886	N	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	45250	EXPENDABLE EQUIPMENT	0	5,734	(5,734)	Defibrillator maintenance	Increase by 5,734	5,734	N	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	46410	BUILDINGS	100,000	121,411	(21,411)	Woodard cleaning / misting for COVID decontamination	Increase by 76,640	74,460	N	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	46520	GENERAL INSURANCE	570,000	594,487	(24,487)	Budget was based on estimates	Increase by 24,487	24,487	N	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	46540	UNEMPLOYMENT	0	18,227	(18,227)	Due to COVID unemployment	Increase by 18,227	18,227	N	Y
00 - GENERAL FUND					1,109,000	957,024	145,976	\$27,550 was expensed to 00-310-49160 for new water meter at PW /Parks building	Decrease by 27,550	(27,550)	Y	
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	49160	LAND AND BUILDING	100,000	129,593	(29,593)	Due to city hall signage approved by council	Increase by 29,593	29,593	N	Y
00 - GENERAL FUND	110	MAYOR & COUNCIL	43290	MISCELLANEOUS	0	22,000	(22,000)	For Strategic Capital Consulting	Increase by 22,000	22,000	N	Y
00 - GENERAL FUND	110	MAYOR & COUNCIL	44170	SPECIAL EVENTS	3,000	4,617	(1,617)	Mayor Appreciation Dinner	Increase by 1,126	1,126	N	Y
00 - GENERAL FUND	115	IT SUPPORT	41505	OVERTIME PAY	5,000	16,228	(11,228)	COVID	Increase by 11,228	11,228	N	Y
00 - GENERAL FUND	115	IT SUPPORT	42130	PENSION-LAGERS	22,227	25,436	(3,209)	Budget was based on estimates	Increase by 3,209	3,209	N	Y
00 - GENERAL FUND	115	IT SUPPORT	42210	INSURANCE HEALTH	17,240	19,572	(2,332)	Budget was based on estimates	Increase by 2,332	2,332	N	Y
00 - GENERAL FUND	115	IT SUPPORT	43170	WEB SITE	840	27,532	(26,692)	Opengov budget modula addition was not budgeted	Increase by 26,692	26,692	N	Y
00 - GENERAL FUND	115	IT SUPPORT	46420	TECHNICAL EQUIPMENT	9,700	19,452	(9,752)	Upgrades to outdoor warning siren system	Increase by 9,752	9,752	N	Y
00 - GENERAL FUND	180	ATTORNEY	43290	MISCELLANEOUS	3,000	7,590	(4,590)	General Code update	Increase by 4,590	4,590	N	Y
00 - GENERAL FUND	210	POLICE	41504	SICK LEAVE	0	128,112	(128,112)	Includes \$53,666 payout of sick leave buyback	Increase by 53,666	53,666	N	Y
00 - GENERAL FUND	210	POLICE	42210	INSURANCE HEALTH	617,105	724,220	(107,115)	Insurance was estimated when budget was passed. Individual plan selections and final pricing were not known	Increase by 107,115	107,115	N	Y
00 - GENERAL FUND	210	POLICE	43140	MEDICAL	1,000	15,000	(14,000)	COVID Testing	Increase by 14,000	14,000	N	Y
00 - GENERAL FUND	210	POLICE	45290	GENERAL OFFICE SUPPLIES	11,000	14,790	(3,790)	COVID Supplies, Masks, etc.	Increase by 3,790	3,790	N	Y
00 - GENERAL FUND	240	BUILDING COMMISSION	41501	REGULAR SALARIES & WAGES	217,356	239,422	(22,066)	Added Inspector on 2/24/20	Increase by 40,000	40,000	N	Y
00 - GENERAL FUND	240	BUILDING COMMISSION	42210	INSURANCE HEALTH	47,813	54,404	(6,591)	Health cost was based on estimate	Increase by 6,591	6,591	N	Y
00 - GENERAL FUND	310	PUBLIC WORKS	41410	WAGES-PART TIME-ST	8,718	0	8,718	Haskell Martin was expensed in Dept. 105	Reduce budget by \$8,718;		Y	
00 - GENERAL FUND	310	PUBLIC WORKS	45160	JANITORIAL	10,000	12,614	(2,614)	Additional cosat due to COVID	Increase by 2,614	(2,614)	N	Y

**FY 2020 Year-End Budget Adjustments (10/15/2020 Council Meeting)**

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00 - GENERAL FUND	310	PUBLIC WORKS	45250	EXPENDABLE EQUIPMENT	8,500	11,456	(2,956)	Includes purchase of new desk equipment needed but not budgeted	Increase by 1,434	1,434	N	Y
00 - GENERAL FUND	310	PUBLIC WORKS	45320	MAINTENANCE	750	2,362	(1,612)	Budget based on estimates. Additional auto repairs required	Increase by 1,612	2,614	N	Y
00 - GENERAL FUND	310	PUBLIC WORKS	49160	MACHINERY & EQUIPMENT	0	27,550	(27,550)	Part of new PW / Parks building. Transfer budget \$'s from 00-105-	Increase by 27,550	27,550	Y	Y
00 - GENERAL FUND	320	HIGHWAYS & STREETS	43260	GRASS MOWING	5,000	7,380	(2,380)	Budget was base don estimates. Additional traffic plates and plow	Increase by 2,380	2,380	N	Y
00 - GENERAL FUND	320	HIGHWAYS & STREETS	45250	EXPENDABLE EQUIPMENT	16,000	19,503	(3,503)	Equipment	Increase by 3,503	3,503	N	Y
00 - GENERAL FUND	320	HIGHWAYS & STREETS	45320	MAINTENANCE	25,000	76,613	(51,613)	Unexpected costly exhaust leak repairs on dump truck	Increase by 51,613	51,613	N	Y
00 - GENERAL FUND	320	HIGHWAYS & STREETS	49150	AUTOMOTIVE EQUIPMENT	0	26,366	(26,366)	Replacement truck for Ford F-150 body and rusted out - Resolution 19-33 - approved 6/6/19	Increase by 26,366	26,366	N	Y
00 - GENERAL FUND	320	HIGHWAYS & STREETS	49160	MACHINERY & EQUIPMENT	32,948	35,025	(2,077)	Unanticipated replacement of mowing equipment	Increase by 2,077	2,077	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	42210	INSURANCE HEALTH	57,336	92,227	(34,891)	Health insurance was based on estimates without having actual employee elections (which happen several month after budget is approved)	Increase by 15,174	15,174	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	43260	GRASS MOWING	62,143	96,897	(34,754)	This is weather dependent - more grass mowing than anticipated	Increase by 34,754	34,754	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	45090	EQUIPMENT RENTAL	6,281	12,727	(6,446)	Due to renting portable water closets due to COVID	Increase by 6,446	6,446	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	45115	ROAD PROJECTS	55,000	0	55,000	Budget was for asphalt projects - not completed/paid for in FY 2020	Decrease by 55,000	(55,000)	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	45150	UNIFORMS	1,215	2,703	(1,488)	COVID related	Increase by 1,488	1,488	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	45250	EXPENDABLE EQUIPMENT	12,183	20,727	(8,544)	Additional equipment need due to	Increase by 8,544	8,544	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	46210	ELECTRIC	4,118	7,186	(3,068)	Unanticipated repairs in parks facilities	Increase by 3,068	3,068	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	46410	BUILDINGS	0	721	(721)	Fire extinguisher upgrades / maintenance	Increase by 721	721	N	Y
00 - GENERAL FUND	330	PARKS & RECREATION	46420	TECHNICAL EQUIPMENT	579	3,427	(2,848)	Additional equipment need due to unanticipated repairs in parks facilities	Increase by 2,848	2,848	N	Y

**FY 2020 Year-End Budget Adjustments (10/15/2020 Council Meeting)**

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25 - DRUG FORFEITURE FUND	250	DRUG FORFEITURE FUND	45250	EXPENDABLE EQUIPMENT	0	3,075	(3,075)	Police Trailer that was not budgeted. This fund is Revenue dependent. 2016 Dodge Durango for Police was not budgeted. This fund is Revenue dependent.	Increase by 3,075	3,075	N	Y
25 - DRUG FORFEITURE FUND	250	DRUG FORFEITURE FUND	49150	AUTOMOTIVE EQUIPMENT	0	20,000	(20,000)		Increase by 20,000	20,000	N	Y
35 - TOURISM FUND	035	TOURISM DEPARTMENT	47562	ATTRACTIONS,MRKTING,PROMOS	170,000	89,653	80,348	Less activity due to COVID	Decrease by 80,348	(80,348)	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	42210	INSURANCE HEALTH	37,289	57,897	(20,608)	Health insurance was based on estimates without having actual employee elections (which happen several month after budget is approved)	Increase by 20,608	20,608	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	43133	BANK ANALYSIS SERV CHG	0	1,191	(1,191)	Invested into higher interest CDs which dropped the average bank balance thereby incurring additional analysis fees	Increase by 1,191	1,191	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	43135	CREDIT CARD SERVICES	10,216	15,859	(5,643)	Due in part to membership cancellations	Increase by 2,500	2,500	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	45160	JANITORIAL	25,000	26,310	(1,310)	Additional COVID expenses	Increase by 1,310	1,310	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	45420	BOND EXP-REV BONDS	0	444	(444)	COPS Series 2012 Admin Fee	Increase by 444	444	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	45475	INT EXP-REC CENTER	205,601	306,960	(101,359)	Budget was based on Series 2012 COPS which was refunded as Series 2019 COPS	Increase by 101,359	101,359	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	46230	WATER	12,202	23,449	(11,247)	Flood cleanup and pool sanitation	Increase by 11,247	11,247	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	46420	TECHNICAL EQUIPMENT	9,356	24,565	(15,209)	Rec Trac software maintenance contract not budgeted	Increase by 15,209	15,209	N	Y
43 - RECREATION CENTER FUND	340	RECREATION CENTER	49131	BUILDING REMODEL	1,193	44,987	(43,794)	Remodel project budgeted in FY19 carried over into FY20	Increase by 41,546	41,546	N	Y
									<b>NET CHANGE:</b>	<b>760,537</b>		
									00 - GENERAL FUND:	622,396		
									25 - DRUG FORFEITURE:	23,075		
									35 - TOURISM:	(80,348)		
									43 - REC CENTER:	195,414		
									<b>760,537</b>			

RESOLUTION NO: 20-44

A RESOLUTION RE-APPOINTING CLINTON WOOLDRIDGE TO  
SERVE ON THE POLICE PENSION REVIEW BOARD TO A TWO-YEAR  
TERM.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Sgt. Clinton Wooldridge is hereby re-appointed to serve on the Police Pension Board for a Two-Year Term that will terminate on June 16<sup>th</sup>, 2022 or until a successor has been appointed and qualified.

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

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

ATTEST:

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

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



RESOLUTION NO: 20-45

A RESOLUTION AUTHORIZING A LEASE/PURCHASE AGREEMENT  
WITH COMMERCE BANK FOR THE ACQUISITION OF VEHICLES AND  
EQUIPMENT

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be and is hereby authorized to enter into a lease/purchase agreement with Commerce Bank for the acquisition of vehicles and equipment and a steel building in the amount of \$330,891.34.

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

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

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

ATTEST:

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

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



Sent via Email: Frank.Hill@CommerceBank.com

October 9, 2020

Jeanette Yount, A/P Specialist  
City of Arnold, Missouri  
2101 Jeffco Boulevard  
Arnold, Missouri 63010

**Re: Financing for One (1) New Dump Truck with Plow and Spreader. VIN to be provided, One (1) New Crafcoc Crack Sealer, One (1) New 6110M Cab John Deere Tractor, and One (1) New Tiger Wildkat mower.**

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Dear Jeanette:

Please find the enclosed documentation for your review and completion. An instruction sheet has been included as a guide to assist you with the process. Once you have completed and returned the required documentation to Clayton Holdings, LLC the transaction can be funded. The documentation has been filled out according to the terms and amount shown on the formal proposal. If you have questions or comments please call.

Clayton Holdings, LLC is listed as Lessor in this State and Municipal Lease/Purchase Agreement. **For your convenience, we have listed the documentation that we require before closing:**

- The **Lease WITH ALL SCHEDULES EXECUTED CORRECTLY***
  - 8038-G IRS Form & Questionnaire***
  - The **Escrow Agreement***
  - Escrow Account Set-up Fee of **\$250.00** made payable to **UMB Bank, N.A.***
  - Initial Payment of **\$68,666.14** payable to Clayton Holdings, LLC*
- 

If you have any questions regarding the above documentation please feel free to contact me.

Sincerely,

Beth Blumenthal  
Documentation Manager  
[Beth.Blumenthal@commercebank.com](mailto:Beth.Blumenthal@commercebank.com)  
314-746-3686

## Documentation Instructions

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Please complete using **BLUE INK** and return all original documents via **FedEx or Certified Mail** to:

Commerce Bank c/o Beth Blumenthal  
8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105  
Call 314-746-3686 with any questions during completion

### **State and Municipal Lease/ Purchase Agreement**

- An individual that is authorized by the Lessee should sign and date in the space where indicated.
- The signed lease should be dated by Lessee with a date that is on or after meeting date of approved ordinance/resolution.
- Review and verify the EIN number.

### **Schedule A – Description of the Equipment**

- Add VINs and/or SNs, if applicable.
- Authorized individual should review location and description of equipment and sign and date the form where indicated.

### **Schedule B - Delivery and Acceptance Certificate**

- Authorized individual should review and/or complete Payment Directions and sign and date the form where indicated. .

### **Schedule C – Amortization/Payment Schedule**

- Authorized individual should sign and date the form where indicated.

### **Schedule D – Opinion of Counsel**

- The attached is a "Draft" form of the Opinion. This should be provided to your counsel along with a copy of the lease.
- Your Counsel should provide an original of this Opinion on their letterhead, signed and dated.
- The Date of the Opinion should be on or after the date the lease is signed by the Lessee.
- The subject line date reference should be the same date the lease was entered into as stated on page one of the Lease/Purchase Agreement.

### **Schedule E-1 - Resolution**

- The Resolution should be signed by the authorized signatory.
- Secretary or Clerk of the Board should attest and sign where indicated.

### **Schedule E-2 – Incumbency and Authorization Certificate**

- The Secretary or Clerk of the Board should complete the blank lines in the first paragraph and attest at the bottom of the form.
- In **Section A**, review and confirm authorized signers. This should include any persons who will be signing forms, including payment request forms for the Escrow account.
- Authorized signers should sign in the signatory column in **Section A**.
- In **Section B**, list all individuals authorized to confirm disbursement information. Include name, title, phone number and alternative phone number.
- Signer of this Certificate cannot be listed under **Section A** as authorized to execute the Agreements.

### **Schedule F – Essential Use/Source of Funds Letter**

- Complete all blank lines in entirety.
- Authorized individual should sign and date the form where indicated.

### **Schedule G – Proof of Insurance**

- Complete all blank lines of the insurance agent information.
- Authorized individual should sign and date the form where indicated.

- Contact your insurance provider for a certificate of insurance in accordance with Section of the Lease and naming *Clayton Holdings, LLC* as both co-loss payee and additional insured under the property damage, and as additional insured under the general liability policy
- Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

**Schedule H – Authorization for Preauthorized Payments (if utilizing this free service)**

- Complete all blanks on the form.
- Include a voided check or deposit slip.
- Authorized individual should sign and date the form where indicated.

**8038-G IRS Form and Questionnaire**

- Verify Lessee's Federal Identification number in Part 1, box 2 of the 8038G form.
- Sign, date and type the name of the individual signing this document, unless already completed.
- Verify information on Questionnaire, review instructions, and sign and date where indicated.

**Escrow Agreement**

- Authorized individual should sign where indicated.

**Escrow Agreement – Exhibit B – Form of Payment Request and Acceptance Certificate**

- Exhibit B** should be kept. Authorized individual should complete blank lines, sign, date and submit this form *when* requesting *disbursements* from the Escrow account.

**Escrow Agreement – Exhibit C – Final Acceptance Certificate**

- Exhibit C** should be *kept*. Authorized individual should date, sign where indicated and submit this form *with the final disbursement request* of the remaining funds from the Escrow account.

**W-9 Taxpayer Identification**

- Verify *Lessee* information and Taxpayer ID number, and sign and date the form where indicated.

**Titles**

- In accordance with Section 10 Title, Security Interest, Lessee must provide copies of MSOs and *Title Applications Clayton Holdings, LLC, 8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105*, as 1<sup>st</sup> lienholder and Clayton Holdings, LLC, 8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105, is listed as 1<sup>st</sup> Lienholder on final Title and provide record of same to Clayton Holdings, LLC.



## CLAYTON HOLDINGS, LLC

### STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000107-005

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the Ninth day of October, 2020 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and City of Arnold, Missouri with its principal address at 2101 Jeffco Boulevard, Arnold, Missouri 63010 (together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

- 1. LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
- 2. DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B or C, as applicable, to the Escrow Agreement (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available.
- 3. TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.
- 4. RENT:** Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

- 5. AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this

Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

- 6. REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee further represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
  - (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the effective date of this Lease.
  - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
  - (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
  - (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.
- 7. APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
- 8. NONAPPROPRIATION OF FUNDS:** In the event insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.
- 9. EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE

EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. **TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.
11. **PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less



than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
18. **ADVANCES:** In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.
19. **INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
20. **EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.
21. **REMEDIES:** Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

22. **EARLY PURCHASE OPTION; PREPAYMENT:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become



unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

**23. DETERMINATION OF FAIR PURCHASE PRICE:** Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

**24. ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

**25. FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

**26. NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

**27. AMENDMENTS:** This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**28. NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.

**29. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**30. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.

**31. FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

- 32. **ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
- 33. **SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
- 34. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
- 35. **ELECTRONIC TRANSACTIONS.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
- 36. **ROLE OF LESSOR:** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.**

<p><i>Lessor: <u>Clayton Holdings, LLC</u></i></p> <p><i>Authorized Signature:</i></p> <p>_____</p> <p><i>Printed Name:</i> _____</p> <p><i>Title:</i> _____</p> <p><i>Date:</i> _____</p>	<p><i>Lessee: <u>City of Arnold, Missouri</u></i></p> <p><i>Authorized Signature:</i></p> <p>_____</p> <p><i>Printed Name: <u>Ron Counts</u></i></p> <p><i>Title: <u>Mayor</u></i></p> <p><i>Date:</i> _____</p> <p><i>EIN: <u>43-0993674</u></i></p>
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**SCHEDULE A TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000107-005**

<b>Location of Equipment</b>	
Street: 2900 Arnold Tenbrook City: Arnold State: MO Zip Code: 63010	
<b>Description of Equipment</b>	<b>Equipment Cost</b>
One (1) New Dump Truck with Plow and Spreader. VIN to be provided	\$141,709.67
One (1) New Crafcoc Crack Sealer	\$49,423.49
One (1) New 6110M Cab John Deere Tractor	\$83,446.18
One (1) New Tiger Wildkat mower	\$56,312.00
<b>Total</b>	<b>\$330,891.34</b>

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p>Lessee: <u>City of Arnold, Missouri</u></p> <p>Authorized Signature: _____</p> <p>Printed Name: <u>Ron Counts</u></p> <p>Title: <u>Mayor</u></p> <p>Date: _____</p>
--

**SCHEDULE B TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000107-005  
DELIVERY AND ACCEPTANCE CERTIFICATE**

**See Exhibits B and C to the Escrow Agreement.**

**SCHEDULE C  
PAYMENT SCHEDULE**

Lessee: City of Arnold, Missouri  
 Lessor: Clayton Holdings, LLC  
 Lease Number: 5000107-005  
 Capital Cost of Equipment (Principal Portion of Rental Payments): \$330,891.34  
 Start Date: October 19, 2020

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
10/19/2020	\$ 68,666.14	\$ -	\$ 68,666.14	262,225.20
10/19/2021	\$ 68,666.14	\$ 4,929.83	\$ 63,736.31	198,488.89
10/19/2022	\$ 68,666.14	\$ 3,731.59	\$ 64,934.55	133,554.34
10/19/2023	\$ 68,666.14	\$ 2,510.82	\$ 66,155.32	67,399.02
10/19/2024	\$ 68,666.14	\$ 1,267.12	\$ 67,399.02	0.00
	\$343,330.70	\$ 12,439.36	\$330,891.34	

In the event Lessee desires to prepay this Lease, it may do so in whole, but not in part, at a purchase price equal to (a) the then current outstanding principal balance shown above; plus (b) a prepayment premium calculated as a percentage of the then current outstanding principal balance, in the following amount: 3%, with respect to any prepayment during the first full year of the Lease Term; 2%, with respect to any prepayment during the second full year of the Lease Term; and 1%, with respect to any prepayment during the third full year of the Lease Term and thereafter; plus (c) unpaid interest accrued on the outstanding principal balance to the prepayment date; and plus (d) all other amounts then payable under this Lease. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

Lessee: City of Arnold, Missouri

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

Printed Name: Ron Counts

Title: Mayor

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

**SCHEDULE D TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
OPINION OF COUNSEL  
(To be on Letterhead of Lessee's Counsel)**

Clayton Holdings, LLC  
8000 Forsyth Boulevard, Suite 510  
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000107-005 dated the Ninth day of October, 2020 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and City of Arnold, Missouri ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of October 9, 2020 (the "Escrow Agreement"), among Lessor, Lessee and UMB Bank, N.A., (c) an executed counterpart of the ordinance, order or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease, and the Escrow Agreement and the execution, delivery and compliance with the provisions of the Lease and the Escrow Agreement will not conflict with or result in the breach of any of the provisions of, or constitute a default under any indenture or other agreement or instrument to which Lessee is a party, or by which it or its property is bound.

3. The Lease, the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.

4. The authorization, approval and execution of the Lease, the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease, the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as **City of Arnold, Missouri**, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest portions of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E-1 TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000107-005**

**WHEREAS**, City of Arnold, Missouri (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

**WHEREAS**, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

**WHEREAS**, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes

**NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF CITY OF ARNOLD, MISSOURI, AS FOLLOWS:**

**Section 1.** The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Mayor of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

**Section 2.** The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

**Section 3.** Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**Section 4.** Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

**Section 5.** This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

**PASSED AND ADOPTED** by the governing body of City of Arnold, Missouri this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

City of Arnold, Missouri

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

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

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

Printed Name: Ron Counts

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

Title: Mayor

**SCHEDULE E-2 TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000107-005**

**INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly elected or appointed and acting \_\_\_\_\_ of City of Arnold, Missouri ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of October 9, 2020, by and between Lessee and Clayton Holdings, LLC ("Lessor"), the Escrow Agreement dated as of October 9, 2020 among Lessor, Lessee and UMB Bank, N.A., as Escrow Agent (the "Escrow Agreement"), and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature
Ron Counts	Mayor	
Bryan Richison	City Administrator	

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number
Ron Counts	Mayor	
Bryan Richison	City Administrator	

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

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

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

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)



**SCHEDULE F  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000107-005**

**ESSENTIAL USE/SOURCE OF FUNDS LETTER**

**October 9, 2020**

Clayton Holdings, LLC  
8000 Forsyth Boulevard, Suite 510  
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000107-005, dated the Ninth day of October, 2020 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and City of Arnold, Missouri ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

\_\_\_\_\_

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is

\_\_\_\_\_

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

\_\_\_\_\_

Very truly yours,

<p><i>Lessee:</i> <u>City of Arnold, Missouri</u></p> <p><i>Authorized Signature:</i> _____</p> <p><i>Printed Name:</i> <u>Ron Counts</u></p> <p><i>Title:</i> <u>Mayor</u></p> <p><i>Date:</i> _____</p>
---

**SCHEDULE G  
PROOF OF INSURANCE**

Insurance Agent Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC  
P.O. Box 11309  
St. Louis, MO 63105  
Fax # 314-746-3744

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

*Lessee: City of Arnold, Missouri* \_\_\_\_\_

*Authorized Signature:* \_\_\_\_\_

*Printed Name: Ron Counts* \_\_\_\_\_

*Title: Mayor* \_\_\_\_\_

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



SCHEDULE H

**ACH Payment Authorization Form**

Lease No. / Loan No: 5000107-005

Lessee / Borrower: City of Arnold, Missouri

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

ABA Routing No.: \_\_\_\_\_

Account No.: \_\_\_\_\_ (X) Checking ( ) Savings

This is a (X) New or ( ) Updated authorization form.

Annual Debit Amount(s): In Accordance with Schedule C

Begin Auto Debit with Invoice Date Due: In Accordance with Schedule C

The final or balloon payment, if different from the Annual payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X \_\_\_\_\_ X \_\_\_\_\_

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK  
P.O. Box 11309  
Clayton, MO 63105 or  
LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

## ESCROW AGREEMENT

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This Escrow Agreement (the "Escrow Agreement"), dated as of the Ninth day of October, 2020 and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), **City of Arnold, Missouri** a municipal corporation and political subdivision existing under the laws of Missouri ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

**Name of Acquisition Fund: "City of Arnold Sch. 005"**

**Amount of Deposit into the Acquisition Fund: \$330,891.34**

### TERMS AND CONDITIONS

1. This Escrow Agreement relates to the State and Municipal Lease/Purchase Agreement dated as of the Ninth day of October, 2020, (the "Lease"), between Lessor and Lessee.

2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection

with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expense). Claims for such reimbursement may be made to Lessee and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected thereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

**Clayton Holdings, LLC**  
LESSOR

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

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

**City of Arnold, Missouri**  
LESSEE

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

Printed Name: *Ron Counts* \_\_\_\_\_

Title: *Mayor* \_\_\_\_\_

**UMB Bank, N.A.**  
ESCROW AGENT

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

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



## EXHIBIT A

### ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

**1. Temporary Period/Yield Restriction.** Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

**2. Opinion of Bond Counsel.** These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

**EXHIBIT B**

**FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE**

To: Clayton Holdings, LLC, as Lessor  
8000 Forsyth Blvd., Suite 510  
St. Louis, Missouri 63105

UMB Bank, N.A., as Escrow Agent  
928 Grand Blvd., 12<sup>th</sup> Floor  
Kansas City, MO 64106

Re: City of Arnold Sch. 005 Acquisition Fund established by the Escrow Agreement, dated October 9, 2020 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), City of Arnold, Missouri ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the Ninth day of October, 2020 (the "Lease") described in the Escrow Agreement.

Equipment: \_\_\_\_\_

Payee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount: \$ \_\_\_\_\_

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED:

Dated: \_\_\_\_\_, 20\_\_

**Clayton Holdings, LLC**  
LESSOR

**City of Arnold, Missouri**  
LESSEE

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

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

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

*Printed Name: Ron Counts*  
*Title: Mayor*

**EXHIBIT C**

**FINAL ACCEPTANCE CERTIFICATE**

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT  
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: \_\_\_\_\_

**City of Arnold, Missouri**  
LESSEE

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

*Printed Name: Ron Counts*  
*Title: Mayor*

**8038-G QUESTIONNAIRE**

Name of Lessee: City of Arnold, Missouri  
 Address of Lessee: 2101 Jeffco Boulevard, Arnold, Missouri 63010  
 Contact Person: Jeanette Yount, A/P Specialist  
 Telephone Number: (636) 282-6663  
 Email Address: jyount@arnoldmo.org  
 Lessee's FEIN: 43-0993674

**GENERAL**

*In September 2018, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.*

*At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.*

**Part 1 – Written Tax Compliance Procedures**

*Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.*

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes** \_\_\_\_ **No** \_\_\_\_
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes** \_\_\_\_ **No** \_\_\_\_

**Part 2 – Reimbursement of Prior Expenditures**

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes** \_\_\_\_ **No** \_\_\_\_

*If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).*

**Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.**

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** Ron Counts  
**TITLE:** Mayor  
**DATE:** \_\_\_\_\_

# Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Arnold, Missouri</b>		2 Issuer's employer identification number (EIN) <b>43-0993674</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>2101 Jeffco Boulevard</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Arnold, Missouri 63010</b>		7 Date of issue <b>10/19/2020</b>	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Jeanette Yount, A/P Specialist</b>		10b Telephone number of officer or other employee shown on 10a <b>(636) 282-6663</b>	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>			
11 Education . . . . .		11	
12 Health and hospital . . . . .		12	
13 Transportation . . . . .		13	
14 Public safety . . . . .		14	
15 Environment (including sewage bonds) . . . . .		15	
16 Housing . . . . .		16	
17 Utilities . . . . .		17	
18 Other. Describe ► <b>New Dump Truck with plow and spreader, crack sealer, tractor and mower</b>		18	<b>330,891 .34</b>
19a If bonds are TANs or RANs, check only box 19a . . . . .		<input type="checkbox"/>	
b If bonds are BANs, check only box 19b . . . . .		<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box . . . . .		<input checked="" type="checkbox"/>	

<b>Part III Description of Bonds. Complete for the entire issue for which this form is being filed.</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<b>10/19/2024</b>	<b>\$ 330,891.34</b>	<b>\$ N/A</b>	<b>4.00 years</b>	<b>1.8800 %</b>

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>						
22	Proceeds used for accrued interest . . . . .				22	
23	Issue price of entire issue (enter amount from line 21, column (b)) . . . . .				23	
24	Proceeds used for bond issuance costs (including underwriters' discount) . . . . .				24	
25	Proceeds used for credit enhancement . . . . .				25	
26	Proceeds allocated to reasonably required reserve or replacement fund . . . . .				26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .				27	
28	Proceeds used to refund prior taxable bonds. Complete Part V . . . . .				28	
29	Total (add lines 24 through 28) . . . . .				29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .				30	

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	_____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	_____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	_____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

**Part VI Miscellaneous**

- |            |  |            |                          |
|------------|--|------------|--------------------------|
| <b>35</b>  | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .  | <b>35</b>  |                          |
| <b>36a</b> | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .  | <b>36a</b> |                          |
| <b>b</b>   | Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____  |            |                          |
| <b>c</b>   | Enter the name of the GIC provider ▶ _____   |            |                          |
| <b>37</b>  | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .  | <b>37</b>  |                          |
| <b>38a</b> | If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:  |            |                          |
| <b>b</b>   | Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____  |            |                          |
| <b>c</b>   | Enter the EIN of the issuer of the master pool bond ▶ _____  |            |                          |
| <b>d</b>   | Enter the name of the issuer of the master pool bond ▶ _____   |            |                          |
| <b>39</b>  | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶  |            | <input type="checkbox"/> |
| <b>40</b>  | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶  |            | <input type="checkbox"/> |
| <b>41a</b> | If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:   |            |                          |
| <b>b</b>   | Name of hedge provider ▶ _____   |            |                          |
| <b>c</b>   | Type of hedge ▶ _____  |            |                          |
| <b>d</b>   | Term of hedge ▶ _____  |            |                          |
| <b>42</b>  | If the issuer has superintegrated the hedge, check box . . . . . ▶   |            | <input type="checkbox"/> |
| <b>43</b>  | If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ |            | <input type="checkbox"/> |
| <b>44</b>  | If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶   |            | <input type="checkbox"/> |
| <b>45a</b> | If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____  |            |                          |
| <b>b</b>   | Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____  |            |                          |

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		Date	<b>Ron Counts, Mayor</b> Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>Thomas Hotard</b>	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed PTIN <b>P01980904</b>
	Firm's name ▶ <b>Thomas Hotard</b>	Firm's EIN ▶		
	Firm's address ▶ <b>8000 Forsyth Blvd, Suite 510, St. Louis, MO 63105</b>	Phone no. <b>(314) 746-3876</b>		

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City of Arnold, Missouri</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input checked="" type="checkbox"/> Other (see instructions) ▶	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2101 Jeffco Boulevard</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Arnold, Missouri 63010</b>	
<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	3	-	0	9	9	3	6	7	4

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**UMB Bank, N.A. as Escrow Agent  
Fees and Expenses**

**City of Arnold Sch. 005**

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<b>Escrow Fee</b>	<b>\$250.00</b>
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<b>TOTAL</b>	<b>\$250.00</b>
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**UMB Contact:**  
Nicole Tarantino  
928 Grand Blvd Floor 12  
Kansas City, MO 64106  
816-860-3784

**Remit To:**  
UMB Bank, N.A.  
928 Grand Blvd Floor 12  
Kansas City, MO 64106  
Attn: Nicole Tarantino

**Wire:**  
ABA 101 00 0695  
AC# 980 000 6823  
Acct Name: UMB Trust Department  
Attn: Tarantino  
REFERENCE: City of Arnold Sch. 005

 **Clayton Holdings, LLC**

8000 Forsyth Boulevard, Suite 510  
Saint Louis, Missouri 63105-1797

Invoice Date: 10/9/2020  
Invoice Number: CHOL1144  
Due Date: 10/19/2020

INVOICE TO: City of Arnold, Missouri  
2101 Jeffco Boulevard  
Arnold, Missouri 63010

REMIT via Clayton Holdings, LLC  
CHECK TO: PO Box 800086  
Kansas City, MO 64180-0086

ATTENTION: Jeanette Yount, A/P Specialist

Reference:	First Payment for Lease Agreement 5000107-005		<b>\$68,666.14</b>
		Invoice Subtotal	<b>\$68,666.14</b>
		Total	<b>\$68,666.14</b>

For Questions Concerning This Invoice Please Call 314-746-3752



# CITY COUNCIL AGENDA ITEM STAFF REPORT

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**MEETING DATE:** October 15, 2020

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**TITLE:** PC-2020-18 KFC MVOE: A request for approval of a Conditional Use Permit to bring an existing motor vehicle-oriented establishment (MVOE) into conformance.

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**DEPARTMENT:** Community Development

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**PROJECT MANAGER:** Sarah Turner, Community Development Planner

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**REQUESTED ACTION:** No Action, Conditional Use Permit stands approved

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**ATTACHMENTS:** (1) Conditional Use Permit Document (C.U.P. 2020-18)

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**EXECUTIVE SUMMARY:**

KFC, located at 1436 Jeffco Blvd, is a pre-existing non-conforming motor vehicle-oriented establishment. The requested Conditional Use Permit is not necessary for the continued operation of KFC, but is a voluntary move towards compliance with the Zoning Ordinance. The proposed use is consistent with the Comprehensive Plan.

**REVIEW & ANALYSIS:**

At its October 13, 2020 virtual 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 October 13, 2020, the Planning Commission voted to recommend approval of the Conditional Use Permit subject to the conditions of use contained in the attached Conditional Use Permit Document.

---

**CONDITIONAL USE PERMIT 2020-18**

WHEREAS, FQSR, LLC (KFC) has requested a Conditional Use Permit to allow for the operation of a motor vehicle-oriented establishment (MVOE) at 1436 Jeffco Blvd.

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

WHEREAS, on October 15, 2020, 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 MVOE at 1436 Jeffco Blvd.

This Conditional Use Permit shall be identified as C.U.P. 2020-18 and shall be developed in general conformance with City of Arnold Ordinances and with the following four (4) conditions:

1. The granting of this Conditional Use Permit is to allow for the conformance of the MVOE that currently exists at this site. Should the structure or any portion of structure be destroyed by any means to an extent that more than fifty percent (50%) of the structure's replacement cost at the time of destruction, it shall not be reconstructed except in full compliance with all provisions of the Code of Ordinances, including all MVOE Use Standards.
2. Pavement markings (i.e., arrows) and/or additional lane markings shall direct drive-through traffic to the southern driveway opening.
3. Re-stripe the drive-through lane to satisfy the 12-foot minimum width required by Section 405.380(D)(2)(c).
4. Mark the drive-thru pass-by lane as a one-way.

\_\_\_\_\_  
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