

City of Arnold, Missouri

**Public Hearing
Council Chamber**

**September 6, 2018
7:00 p.m.**

- A. 2018-28 Conditional Use Permit Lots 9 & 10 Lilac Point.
-

City Council

Immediately Following the Public Hearing

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Interim Rev. Carleton Norton – Femme Osage UCC.
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **August 16, 2018**
 - B. Payroll Warrant **#1297 in the Amount of \$273,547.95**
Payroll Warrant **#1298 In the Amount of \$272,807.22**
 - C. General Warrant **#5721 in the Amount of \$582,708.56**
6. Ordinances:
 - A. **None**
7. Resolutions:
 - A. **Resolution 18-49:** A Resolution Approving a Proposal for a Public Opinion Survey.
 - B. **Resolution 18-50:** A Resolution Approving an Agreement with Walters Golf Management.
8. Motion:
 - A. 2018-28 Conditional Use Permit, Lots 9 & 10 Lilac Point Engineer.
 - B. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigations, Real Estate and Personnel Pursuant to RSMo Section 610.021 (1), (2), and (3).

9. Reports from Mayor, Council, and Committees:
10. Administrative Reports:
11. Adjournment:

**Next Regular City Council Meeting September 20, 2018 @ 7:00 p.m.
Next Work Session September 13, 2018 at 7:00 p.m.**

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

The Pledge of Allegiance was recited.

Pastor Jeremy Schultz from St. John's Lutheran Church offered the opening prayer.

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

Mayor Counts recognized David Lueck from Scout Troop 561 who was in the audience working on his Citizenship in the Community Badge and Communications Badge.

BUSINESS FROM THE FLOOR

NONE

CONSENT AGENDA

- A. MINUTES FROM AUGUST 2, 2018 MEETING**
- B. PAYROLL WARRANT NO. 1296 IN THE AMOUNT OF \$282,435.24**
- C. GENERAL WARRANT NO. 5720 IN THE AMOUNT OF \$1,068,263.88**

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

Seconded by Gary Plunk. Roll call vote: Hood, yes; Fulbright, yes; McArthur, yes; Plunk, yes; Fleischmann (excused); Owens (excused); Sullivan, yes; Cooley, yes; 6 Yeas:
Consent agenda approved.

ORDINANCES

BILL NO. 2708 – AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE FISCAL YEAR 2019 BUDGET AND AMENDING THE FISCAL YEAR 2018 BUDGET FOR ESTIMATED YEAR-END RESULTS was read twice by City Clerk Tammi Casey. Roll call vote: Hood, yes; Fulbright, yes; McArthur, yes; Plunk, yes; Fleischmann (excused); Owens (excused); Sullivan, yes; Cooley, yes; 6 Yeas:
Ordinance passed.

RESOLUTIONS

RESOLUTION NO. 18-46 – A RESOLUTION APPOINTING JOHN GEORGE AS AN ALTERNATE TO THE VETERANS COMMISSION FOR THE REMAINDER OF A THREE-YEAR TERM

Gary Plunk made a motion and so moved to approve Resolution No. 18-46.
Seconded by Vern Sullivan. Roll call vote: Hood, yes; Fulbright, yes; McArthur, yes; Plunk, yes; Fleischmann (excused); Owens (excused); Sullivan, yes; Cooley, yes; 6 Yeas:
Resolution approved.

RESOLUTION NO. 18-47 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MULTI-YEAR CONTRACT WITH PORTABLE WATER CLOSET

Mark Hood made a motion and so moved to approve Resolution No. 18-47.
Seconded by Jason Fulbright. Roll call vote: Hood, yes; Fulbright, yes; McArthur, yes; Plunk, yes; Fleischmann (excused); Owens (excused); Sullivan, yes; Cooley, yes; 6 Yeas:
Resolution approved.

RESOLUTION NO. 18-48 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MULTI-YEAR CONTRACT WITH NU WAY RENTS LLC

Gary Plunk made a motion and so moved to approve Resolution No. 18-48.
Seconded by Vern Sullivan. Roll call vote: Hood, yes; Fulbright, yes; McArthur, yes; Plunk, yes; Fleischmann (excused); Owens (excused); Sullivan, yes; Cooley, yes; 6 Yeas:
Resolution approved.

MOTIONS

- A. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING LITIGATION AND REAL ESTATE PURSUANT TO RSMo SECTION 610.021 (1) AND (2)**

Jason Fulbright made a motion and so moved to approve a closed session immediately following the city council meeting. Seconded by Mark Hood. Roll call vote: Hood, yes; Fulbright, yes; McArthur, yes; Plunk, yes; Fleischmann (excused); Owens (excused); Sullivan, yes; Cooley, yes; 6 Yeas: **Motion carried.**

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Thanked Bryan Richison and Bill Lehmann for their hard work in preparing the 2019 Fiscal Year Budget. Mayor Counts stated the budget was explained fully and presented very well.

All council members echoed the Mayor’s sentiments.

Gary Plunk, Ward 4 – Stated the Veterans Commission met last night and they are working on the Veterans Day Parade.

Butch Cooley, Ward 4 – Stated he received a call from a resident concerning low branches on Lonedell.

ADMINISTRATIVE REPORTS

Bryan Richison – Thanked everyone for the kind words in regards to the budget, as a lot of people were involved in the process and the work still continues.

Dickie Brown thanked council for their vision, all department heads appreciate their support.

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

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Closed session ended at 7:40 p.m.

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

Voice vote: All yeas.
7:40 p.m.


City Clerk Tammi Casey, MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 8/16/2018

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO 2708	RESOLUTION NO 18-46	RESOLUTION NO 18-47	RESOLUTION NO 18-48	
COUNCIL MEMBERS:								
MAYOR	RON COUNTS	PRESENT						
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	EJ FLEISCHMANN	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
COUNCIL:	DAVID OWENS	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES	
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DICKIE BROWN	PRESENT		
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		-			
COM DEV	-		TREASURER:		DAN KROUPA	EXCUSED		
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.		CHIEF SHOCKEY	PRESENT		
CITY ATTORNEY	BOB SWEENEY	PRESENT						

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 8/16/2018

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BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: MARK HOOD

COUNCIL: JASON FULBRIGHT

COUNCIL: BRIAN MCARTHUR

COUNCIL: GARY PLUNK

COUNCIL: EJ FLEISCHMANN

COUNCIL: DAVID OWENS

COUNCIL: VERN SULLIVAN

COUNCIL: BUTCH COOLEY

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV CHRISTIE HULL-BETTALE

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

		MOTION TO HOLD CLOSED SESSION					
		YES					
		YES					
		YES					
		YES					
		EXCUSED					
		EXCUSED					
		YES					
		YES					

PARKS DIR: DICKIE BROWN

PUBLIC WORKS: -

TREASURER: DAN KROUPA

POLICE DEPT. CHIEF SHOCKEY

Those in attendance as noted by City Clerk Tammi Casey; Mayor Counts, Hood, Fulbright, McArthur, Plunk, Fleischmann, Owens, Sullivan, Cooley, Richison, Hull-Bettale, Sweeney, Kroupa and Chief Shockey.

MOBILE HOME PARKS

Bryan Richison thanked council for attending this special work session that needed to be called to deal with a time sensitive issue. Mr. Richison introduced Tony Smith and Ethan with Jade Management, who are very interested in purchasing Starling Mobile Home Park and Ozark Mobile Home Park. The issue with their investment is that our current code will not allow them to rehab the homes in a way to make it profitable for them. Some regulations would need to be changed, such as setback requirements, pad pours, etc.

Mr. Smith informed council that their initial goal after purchasing the MHP's is to spend \$1 million on items such as landscaping, road/curb repair, water/sewer line repairs and buy back/rehab and reselling of homes. They would, however, require either variances or changes to our code to make this project successful.

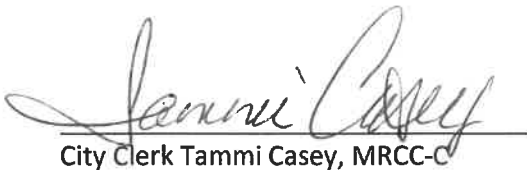
Questions and comments followed by council.

Mr. Richison and Mayor Counts asked for direction from council on whether or not they would be interested in changing the city code and moving forward with this type of project. Mayor Counts took a poll of the council. Three were in favor of moving forward, five were against.

Vern Sullivan made a motion and so moved to adjourn the meeting. Seconded by Gary Plunk.

Voice vote: All Yeas

Meeting adjourned at 7:53 p.m.


City Clerk Tammi Casey, MRCC-C

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Work Session
April 12, 2018

RESOLUTION NO. 18-49

A RESOLUTION APPROVING A PROPOSAL FOR A PUBLIC OPINION SURVEY.

WHEREAS, the City of Arnold joined the AARP Age Friendly Communities Program; and

WHEREAS, part of the Program requirements are to develop an Action Plan after conducting a community survey; and

WHEREAS, the City has used Show Me Victories in the past for ballot measure polling giving them a history of conducting surveys in Arnold;

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

Section 1. The purchasing requirement for obtaining multiple quotes is waived and the the attached proposal from Show Me Victories is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



MEMORANDUM

To: Interested Parties
From: Show Me Victories (SMV)
Subject: Proposal for Public Opinion Research: Arnold, Missouri
Date: August 14, 2018

Thank you for considering Show Me Victories to conduct a public opinion survey of local residents to measure their opinions concerning aging and age friendly policies.

The team at Show Me Victories has extensive experience conducting surveys in the St. Louis Metropolitan area, at a wide variety of levels (municipal, county, and state) conducting research for local governments, elected officials, nonprofits, labor unions, and various other organizations.

In addition, Show Me Victories has conducted over ten public opinion surveys in Arnold, Missouri over the past three years on issues ranging from sales tax measures to infrastructure projects.

Research Plan

We would recommend a completed sample of 400 residents. The sample size of 400 residents has an overall sampling error of plus-or-minus five percent and also generates an adequate number of cases for key demographic segments (e.g., gender, age, income).

We would develop the questionnaire in close consultation with your representatives. We anticipate the questionnaire would have between fifty to sixty questions. The sample of respondents would be drawn from an up-to-date list of Arnold residents. The sampling would have gender, age, race (if needed), and geographical quotas (if needed) to insure a representative sample.

The interviewing would be conducted by a professional call center and would include calls to both landline and cellular telephone numbers. We would prepare a 10-15-page written analysis of the findings. Accompanying this report would be an appendix with topline (i.e., frequencies) and relevant breakouts (i.e., cross-tabulations). We would be available to make one or more presentations about the results.

Here are the poll prices for the 400-sample size and four different questionnaire lengths:

400/16 minutes:	\$21,000
400/18 minutes:	\$23,000
400/20 minutes:	\$25,000
400/22 minutes:	\$27,000

Qualifications and Experience of Our Team

Our research team is led by Bryce Summary, Ph.D., who would be responsible for overseeing the entire project. He will be directly responsible for the questionnaire design, sampling methodology, data analysis, report preparation, and all presentations/meetings.

Dr. Summary has a Ph.D. in political science with extensive expertise in survey methodology and administration. He received his initial survey research training at the University of Missouri-St. Louis. Dr. Summary has authored numerous articles featured in professional journals and book chapters and his dissertation focused primarily on survey research and data analysis.

We would be happy to respond to any questions or to provide additional information.

Sincerely,

Bryce Summary, Ph.D.
Director of Research
Show Me Victories
bryce@showmevictories.com

RESOLUTION NO. 18-50

**A RESOLUTION APPROVING AN AGREEMENT WITH WALTERS GOLF
MANAGEMENT.**

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

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



**MANAGEMENT AGREEMENT
ARNOLD GOLF COURSE**

This Management Agreement (this "**Agreement**") is made this ___ day of September 2018 by and between Arnold Golf Course ("**Owner**") and Smith and Mitchell Golf Management LLC d/b/a Walters Golf Management ("**Manager**").

RECITALS

WHEREAS, Owner owns a daily fee golf Course, golf course and associated facilities, including a clubhouse, pro shop, maintenance and ancillary buildings ("**Course**") commonly known as The Arnold Golf Course; and

WHEREAS, Owner has requested management assistance from Manager in order to manage the business of the Course; and

WHEREAS, in order to accomplish Owner's financial, management and operational desires, Owner desires to enter into this Agreement with Manager; and

WHEREAS, Manager desires to contract with Owner and is willing to enter into this Agreement.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. Duties and Rights of Manager.

a. Appointment of Manager. During the Term, Manager agrees, for and in consideration of the compensation herein provided, and Owner hereby grants to Manager the sole and exclusive right, to supervise and direct the management and operation of the Course.

b. Agent. Everything performed by Manager under this Agreement is done as agent of Owner, and all debts, obligations or expenses incurred by Manager in performing its services hereunder are for the account of, on behalf of and at the expense of Owner except as otherwise specifically provided herein.

c. General Operation. In addition to the other rights and obligations of Manager set forth herein, Manager shall have authority to render or cause to be rendered the following services and perform or cause to be performed the following duties for Owner, for and in consideration of the compensation herein provided.

i. **Operations.** Provide management expertise on day to day operations and maintenance of golf shop, snack bar, agronomics, human resources, insurance, accounting and any other related function as necessary to operate and maintain the Course; provided, that, notwithstanding the forgoing, certain functions, as set forth on **Exhibit A** attached hereto, shall be waived due to the fact they are presently accomplished by Owner.

ii. **Hours.** Maintain the hours of operation of the Course as established and approved by Owner.

iii. **Supplies; Materials.** Manager is to procure and place, in the name of Owner, all purchase orders for such equipment, tools, appliances, materials and supplies as are necessary to properly operate and maintain the Course; provided, that, notwithstanding the forgoing, Manager shall consult with Owner or Executive Committee on individual purchases in excess of \$_____, unless otherwise budgeted or agreed to in writing by the parties. Owner acknowledges that certain vendor arrangements and terms are proprietary to Manager and are provided as part of the relationship with same.

iv. **Budget, Accounting Systems and Reports.** Prepare annual operating budgets for approval by Owner. Develop accounting systems and generate reports from the accounting system on forms, which are mutually agreeable to Owner and Manager.

v. **Employment Matters.**

A. **Employees.** Manager agrees, at Owner's expense, to investigate, hire, train, instruct, promote, discharge and supervise the work of all personnel who are to provide services at the Course and other personnel necessary to be employed to maintain and operate the Course. All personnel hired by, through or under Manager in connection with the Course are to be independent contractors or employees of Owner and in no event may any such personnel be deemed to be employees of Manager. As to any personnel employed by Manager, Owner agrees to reimburse Manager monthly for reasonable, out-of-pocket ordinary and necessary business expenses incurred by such personnel and paid by Manager for each such month with respect to the employees directly responsible for the operation of the Course.

B. **Training.** Institute appropriate training programs for the employees of the Course, as considered necessary by Manager.

C. **Policies.** Prepare, review and institute appropriate written employee policies for the Course, as considered necessary Manager.

vi. **Marketing.** Prepare and place all advertising and marketing, at Owner's expense for the operation of the golf department of the Course. Manager may use in a businesslike manner Manager's name and logo in any advertising or marketing materials that may be conducted for the Course unless otherwise specified.

vii. **Licenses.** Assist Owner in obtaining all necessary licenses and permits to operate and maintain the Course.

viii. **Decor and Remodeling; Repairs.** Review the decorating of the Course and propose appropriate remodeling of the clubhouse, and the golf course, or their ancillary facilities as necessary. Manager is to make, install or do, at Owner's expense and in the name of Owner, all necessary or desirable repairs, interior and exterior cleaning, painting, alterations, replacements, improvements and other normal maintenance and repair work on and to the Course; provided, that, notwithstanding the foregoing, no unbudgeted expenditure in excess of \$_____ for each item or a total of \$_____ annually may be made for such purposes without the prior approval of the Owner or Executive Committee, unless emergency repairs involving manifest danger to life or property are immediately necessary for the preservation of the Course, or for safety purposes.

ix. **Other.** To provide for or perform such other services requested by Owner and agreed to in writing by Manager, as set forth on **Exhibit B** attached hereto, as the same may be amended from time to time in accordance herewith.

2. Standards of Operation.

a. Manager makes no warranty regarding any service provided by Manager to Owner hereunder except as set forth in this Section. Manager shall not be liable to Owner for any damages resulting from the delay or failure in providing a service hereunder if the delay or failure was caused by events beyond Manager's control.

b. Subject to the terms of this Agreement, Manager agrees to operate the Course in accordance with the policies and procedures determined and agreed to by Owner and Manager.

c. Owner shall be entitled to examine all books and records that relate to the operation of the Course. If Owner determines that any aspect of Manager's operations, are not being performed to the expectations of Owner, Owner may request a conference with Manager. This request shall include a listing of those issues, which Owner wishes to discuss with Manager, and Manager shall offer to schedule an appointment within fifteen (15) days from the date of the notice.

3. Term.

a. **Initial Term.** The initial term of this Agreement (the "**Initial Term**") shall commence on September __, 2018 and end on December 31st, 2018.

b. **Renewal Terms.** Provided that this Agreement has not been terminated, the term of this Agreement shall be renewed for successive one (1) year terms (each, a "**Renewal Term**"; the Initial Term together with any Renewal Term is referred to herein as the "**Term**") upon the parties' mutual written agreement.

4. Compensation for Services.

a. Management Fee.

i. **Initial Term.** Owner will pay to Manager for the management services provided under this Agreement the sum of \$ 48,000.00 per year during the Initial Term, payable for the convenience of Owner in twelve (12) equal monthly payments of \$ 4,000.00 per month payable on the 1st day of each month of the Initial Term.

ii. **Renewal Term.** If either party does not notify the other party in writing of their desire not to renew this agreement 45 days prior to the expiration of the initial term, this agreement will automatically renew with a 2% fee increase.

b. **Other Expenses.** Owner agrees to reimburse Manager, within ten (10) days of invoice, for the reasonable, out-of-pocket ordinary and necessary business expenses incurred by Manager in performing the services set forth herein for Owner.

5. Termination.

a. **Events of Termination.** This Agreement shall terminate upon the occurrence of any of the following events:

i. The expiration of the Term provided the parties do not agree to a Renewal Term in accordance with Section 3.

ii. If a party shall be in material breach of the provisions of this Agreement, or a party fails to keep, observe or perform any material covenant, agreement, term or provisions of this Agreement to be kept, observed or performed by such party, and such breach or failure is (A) capable of being cured or remedied, and (B) continues for a period of sixty (60) days (the "**Cure Period**") after notice thereof by the other party; provided, however, in the event such failure or breach cannot reasonably be cured or remedied within the Cure Period, then the Cure Period shall be extended automatically for a commercially reasonable time period, provided the defaulting party commences substantial curative efforts within the Cure Period and cures such default within sixty (60) days of the expiration of the Cure Period.

iii. The dissolution or termination of a party's existence as a going business, the insolvency of a party, the appointment of a receiver for any part of a party's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party.

iv. The merger or consolidation of Owner, or the sale by Owner of its stock or ownership interests or substantially all of its assets to a third-party.

v. In the event the Course, or any portion thereof, is damaged by fire or any other casualty or is taken through the exercise of the power of eminent domain or sale in lieu thereof and, in Owner's reasonable opinion, such damage or taking materially affects the operation of the Course and the Course ceases to be operated as a golf course and associated facilities, this Agreement terminates as of the date of such damage or taking.

vi. Either party may terminate this Agreement at any time upon one hundred (180) days written notice to the other party.

b. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, no party has any further obligation to the other party hereunder, except that (i) Owner and Manager continue to be obligated to pay and perform all of their respective obligations hereunder which have accrued as of the date of such expiration or termination; (ii) all unpaid fees and obligations owed for services rendered or non-cancelable authorized commitments made pursuant to this Agreement shall become immediately due and payable; (iii) Manager shall render an accounting for all receipts and expenditures as of the date of expiration or termination; and (iv) the parties shall immediately discontinue the use of any materials which refer to Manager as the manager of the Course.

6. Relationship of Parties. Nothing contained in this Agreement or done pursuant to the Agreement shall be construed as creating a partnership, agency or joint venture between or among Manager and Owner. Manager is an independent contractor and not an employee of Owner. All Course employees of the Owner shall remain the sole and exclusive employees of Owner. Except as expressly provided herein, nothing contained in this Agreement shall be construed to allow a party to create or assume any obligation on behalf of the other party for any reason whatsoever. The employees of the parties hereto shall not be deemed to be employees or agents of the other for any purpose whatsoever. Accordingly, each party is responsible for payment of all employment taxes, benefits, workers' compensation, and insurance for all work performed by its employees in connection with the performance of this Agreement.

7. Insurance. Manager on Owner's behalf shall provide (if requested) and cause to be maintained in full force and effect, workers' compensation insurance, and comprehensive general liability insurance (including contractual and automobile liability-owned and non-owned) in amounts Owner approves as sufficient to cover the liabilities of the Course hereunder. Such insurance shall be placed with a reputable insurance carrier or carriers with the approval of Owner. All policies carried by or for Owner must name Manager as a named insured on such policies.

8. Limitations. IN NO EVENT SHALL MANAGER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY WHOMEVER INCURRED (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE), INCLUDING DAMAGES FOR LOST PROFITS, DATA, TIME, REVENUES OR THE LIKE. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

9. Indemnification. Owner hereby unconditionally, irrevocably and absolutely agrees to protect, defend, indemnify and hold harmless Manager and its respective past, present and future officers, directors, shareholders, managers, members, employees, agents, attorneys, representatives, partners, trustees, beneficiaries, subsidiaries and affiliates, and each of the foregoing's heirs, personal representatives, successors and assigns (collectively the "**Indemnitees**" and individually an "**Indemnitee**"), from any and all manner of actions, suits, debts, sums of money, interest owed, accounts, controversies, agreements, guaranties, promises, undertakings, charges, damages, judgments, executions, obligations and reasonably incurred costs, expenses and fees (including reasonable attorneys' fees and court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving (a) any act, omission or negligence of Owner, or any of Owner's independent contractors, representatives, employees or agents, or as a result of acts, omissions or negligence committed in the performance of services or obligations under this Agreement, including claims occasioned wholly or in part, by any act, omission or negligence of an Indemnitee that may arise out of an Indemnitee carrying out the provisions of this Agreement or any other activities related thereto or acting under the express or implied direction of Owner; (b) loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, from or on account of any occurrence in, upon, at or from the Course; or (c) from any breach of, default under or failure to perform any term or provision of this Agreement by Owner. It is expressly understood and agreed that Owner's obligations under this Section survive the expiration or earlier termination of this Agreement for any reason. If any action is commenced or assessed against any of the Indemnitees in respect of which any of the Indemnitees proposes to demand indemnification hereunder, Owner is to be notified to that effect with reasonable promptness. The Indemnitee is to control the defense of any such action, and may employ counsel in defense thereof, all at Owner's expense, unless and until Owner satisfies or otherwise settles such action and obtains a release of the Indemnitee from the third party bringing such action, in a form acceptable to the Indemnitee and its counsel.

10. Miscellaneous.

a. Headings. The Paragraph and Subparagraph headings in this Agreement are for convenience only, and shall not be deemed part of this Agreement and shall not control or affect the meaning, construction or interpretation of any of the terms or provisions herein.

b. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. All of the Exhibits attached to this Agreement are deemed incorporated herein by reference.

c. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

d. Assignments; Benefit. Owner may not assign or transfer, voluntarily or involuntarily, by operation of law (including a merger or consolidation), judicial decree or otherwise, any of its rights or

obligations under this Agreement to any other person without the prior written consent of Manager. Manager may not transfer any of its rights or obligations under this Agreement to any other person without the prior consent of Owner. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

e. Third-Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

f. Confidentiality. Neither party shall disclose to any third-party the terms of this Agreement, nor shall either party use, copy, or disclose, or permit any unauthorized person access to, any confidential information that it may receive from the other party without the prior written consent of the other party. However, a party (the "**Disclosing Party**") may disclose such confidential information: (i) to legal counsel of the Disclosing Party; (ii) to other accountants, bankers and professional advisors of the Disclosing Party (but only if they have been informed of the confidential nature of such confidential information and agree in writing to be bound by the terms of this Section); (iii) to regulatory officials having jurisdiction over the Disclosing Party; and (iv) as required by law or legal process or in connection with any legal proceeding to which the Disclosing Party is a party or is otherwise subject. In each such event (other than pursuant to clause (i)), the Disclosing Party, prior to such disclosure, is to inform the party originally furnishing such confidential information. The obligations of the parties under this Section survive the termination of this Agreement.

g. Authorization. The parties hereto represent and warrant that they have the full right and authority to enter into this Agreement and to grant the rights hereunder without violating the legal or equitable rights of any third party, and that they have not heretofore granted, and in the future will not grant, any rights which conflict with the rights granted hereunder.

h. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier or other electronic transmission, including portable document file (PDF) is to be treated as an original document. No party may raise the use of a facsimile machine, telecopier or other electronic transmission as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

i. Failure or Delay. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

j. Further Assurances. The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

k. Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

l. Legal Fees. All legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the party incurring such costs and

expenses. In the event any party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party is entitled to recover its attorneys' fees and expenses.

m. Notices. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) two (2) days after deposited in the United States mail, first class postage prepaid; (iii) in the case of telegraph or overnight courier services, one (1) business day after delivery to the telegraph company or overnight courier service with payment provided for; or (iv) in the case electronic transmission, when sent, verification received; in each case addressed as follows:

If to Manager: Smith and Mitchell Golf Management LLC,
c/o Walters Golf Management
9909 Clayton Road
Suite 222
St. Louis, MO 63124
Phone: 314-569-8419
Cell: 314-550-4440
Fax: 314-569-8919
Email: jcsmith@wgm-golf.com
Attn. Jeffrey C. Smith

If to Owner: The Arnold Golf Course
TBD

or to such other address as any party may designate by notice to the other party in accordance with the terms of this Section.

n. Remedies Cumulative. Each and every right granted hereunder and the remedies provided for under this Agreement are cumulative and are not exclusive of any remedies or rights that may be available to any party at law, in equity or otherwise.

o. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

p. SUBMISSION TO JURISDICTION. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO MAY BE BROUGHT IN THE COURTS OF THE COUNTY OF ST. LOUIS, STATE OF MISSOURI OR ANY COURT OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS. THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE

PREPAID, TO EACH OF THE OTHER PARTIES AT ITS ADDRESS PROVIDED HEREIN, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING.

[Signature Page Follows]

WGM DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER:

The Arnold Golf Course

By: _____

Name: _____

Title: _____

MANAGER:

**Smith and Mitchell Golf Management
d/b/a Walters Golf Management**

By: _____

Name: _____

Title: _____

WGM DRAFT

EXHIBIT A
EXCLUDED SERVICES

WGM DRAFT

EXHIBIT B

The Arnold Golf Course WGM Scope of Services

The following list is being provided to highlight a sampling of key services as part of our turnkey management services.

In this type of management agreement, we serve in a role that accepts the responsibility for a majority of every issue, which may come before your facility on a regular basis. In our various management models, some of these services may be selectively chosen and priced accordingly.

Accounting and Office

- Oversight of all receipts, receivables and payables
- Third party review of all reconciliations
- Maintain a CPA on staff to assist with financial related matters and serve as additional liaison with entity's accountant and other related entities
- Maintain all IT systems, maintain relationships with all third party vendors
- Complete all year end financials in preparation for completion by accounting firm, providing significant fee reduction from accounting firms
- Bid and procure annually all Property and Casualty, Workman's Comp and Health Insurance and maintain all 401k Plans with reporting
- Provide oversight of all Payroll Processing
- Complete all annual Human Resource Process and Training to include:
 - Employee Files
 - Employee Manuals –Updated Annually for new legislation
 - Electronic Communication monitoring
 - Manager Training
- Provide Emergency Relief for Office Manager if necessary
- Provide purchasing leverage by utilizing the power of the complete portfolio, while managing individual Course purchasing and accounting
- Daily monitoring of all forecast revenues and expense against plan, last year and like kind properties
- Annual preparation of budgets utilizing a four year rolling average methodology
- Oversight in respect to hiring, reviews, discipline and termination of all facility employees
- Field, address and screen all employment and human resource related phone calls, thus greatly reducing legal fees
- Assist and provide oversight for all records pertaining to the payments of all property related taxes, 1099's and Personal Property Tax declarations

Agronomics

- Oversight with superintendent of all golf course conditioning
- Review of all equipment maintenance, to include procurement and trade/sale negotiation – Negotiated national Program with equipment vendor to include:
 - 25% discount from Distributor Pricing
 - Consignment Part Program
 - Complimentary use of construction equipment
- Troubleshoot all emergency agronomic problems
- Perform safety and agronomic training throughout the year
- Internally manage all on course construction, redevelopment and repair projects
- Oversee and monitor all regularly scheduled soil, water and Istric related testing
- Monitor all purchases and regularly bid significant purchase areas for best pricing opportunities. (ie. fuel, third party labor, etc.)
- Establish National pricing structures for ultra significant disposable products (ie. fertilizer and chemicals)

- Monthly inventory of all disposable product, including a negotiated return policy for unused product

Food and Beverage

- Oversight of all food and beverage operations
- Develop annually all sales tools necessary to procure and maintain annual Banquet, Party and Wedding portfolios if applicable
- Monthly reporting to monitor all food, beverage and liquor costing against pre determined control factors
- Ongoing monitoring of all purchasing controls to protect against waste and pilferage
- Monthly inventory of all food, beverage and liquor, additional inventories to include paper products quarterly and semi-annual small wares inventory
- Create unique, economical and innovative ala carte, banquet and tournament menus and modify on a regular basis
- Provide annual training programs
- Schedule SafeServe testing and insure all FOH and BOH is completed satisfactorily
- Provide needed fill in for all F & B Manager vacation if necessary and applicable
- Regularly sample new products as a group to best define which products may be used broadly to drive effective pricing

Golf Operations

- Oversight of all golf shop operations
- Daily tee sheet management to maximize potential revenue
- Develop annually all sales tools necessary to procure and maintain significant tournament schedule
- Monitor inventory levels, controls and process
- Create, analyze, and monitor all annual member or season pass programs
- Establish and monitor all Golf related Rules and Regulations
- Procure and Maintain all software systems necessary to provide a quality golf experience
- Established and Maintain relationship with online distribution companies
- Provide daily review of all online booking engines, setting goals and monitoring
- Leveraged personal and professional relationships resulting in additional tournament fees
- Ongoing monitoring of all purchasing controls to protect against inventory excess, stale dated merchandise and pilferage
- Monthly inventory of all merchandise, including rental equipment, including a negotiated return policy for unused product
- Create and Maintain the Rewards Program if applicable
- Full Time Revenue Management if applicable
- Maintain a formal Golf Professional Training which is both Career and Property specific

Additional Services

- Utilize a Course management modeling methodology which minimizes the need and expense for a high priced General Manager
- Launch new web site program, Web, Online and Mobile Booking of tee times now all linked
- Provide ongoing Web Site oversight and updating
- Assimilated an E Mail list of approximately 100,000 St. Louis golfers for cost free marketing, this process will be undertaken at the Course level
- Serve as liaison with all financial institutions maintaining ongoing communication and regulatory compliance if necessary
- Lead all Real Estate Tax Appeals with counsel
- Work closely with legal counsel to consistently reduce potential exposures to ownership
- Work closely with all governmental authorities to protect ownership interest

- Maintain Reciprocal Program among properties where applicable
- Maintain a regular “cold call” or “secret shopper” program for all sales areas to effectively manage and sell against competition
- Provide creation or review of all correspondence used to communicate with customers, members, as well as any business correspondence

WGM DRAFT

**CITY OF ARNOLD CITY COUNCIL
SEPTEMBER 6, 2018 MEETING**

TO: MAYOR COUNTS AND CITY COUNCIL
FROM: CHRISTIE HULL-BETTALE- EIT, COMMUNITY DEVELOPMENT ENGINEER
SUBJECT: 2018-28 CONDITIONAL USE PERMIT, LOTS 9 & 10 LILAC POINT
DATE: AUGUST 21, 2018
CC:

Request

Govero Land Services on behalf of CF Vatterott has submitted a request for conditional use permit for a two-family structure to be built on two residential lots that front on Richardson Road.

Planning Commission Summary and Recommendation

The Planning Commission held a public hearing and considered this request at their Aug 14, 2018 meeting. No one spoke at the public hearing. There was a question regarding runoff. Dan Govero responded the existing creek and front curb is adequate for the drainage. The Planning Commission voted 9-0 to forward a recommendation of approval as presented, with one condition.

Analysis

Currently the lots are zoned R4. CF Vatterott would like to build duplexes similar to what is provided in the neighboring community, Richardson Glenn. In a R4 district, two-family dwellings require a conditional use permit. Attached are the application and plot plans, along with utility and fire district comments, for reference.

These lots require; 10,000' minimum lot area for single or two- family home, 8' side setback, 15' rear setback, 35' front setback, 10' sidewalk easement, additionally a front right of way dedication along Richardson Rd (collector) will be needed. These requirements are shown on the plan in exhibit 1.

The applicant's petition addressing the conditional use criteria is attached in exhibit 2.

When reviewing a conditional use permit, the following must be taken into consideration:

The use is deemed consistent with good planning practice. The approval of duplexes in this vicinity does not go against good planning practice. Duplexes are consistent with the neighboring development.

The use can be operated in a manner that is not detrimental to the permitted developments and uses in the district. The duplexes will be located next to a similar built community and can be operated in similar manner due to proximity to the Richardson Glenn subdivision.

The use can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area. The duplexes are from the same developer and therefore will be visually compatible.

The use is deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City of Arnold. The permit will not place the public health, safety or welfare at risk.

Recommendation

Staff recommends the conditional use permit be approved with the below findings and condition:

Findings:

1. The approval of duplexes in this vicinity does not go against good planning practice. Duplexes are consistent with the neighboring development.
2. The duplexes will be located next to a similar built community and can be operated in similar manner due to proximity to the Richardson Glenn subdivision.
3. The duplexes are from the same developer and therefore will be visually compatible.
4. The permit will not place the public health, safety or welfare at risk.

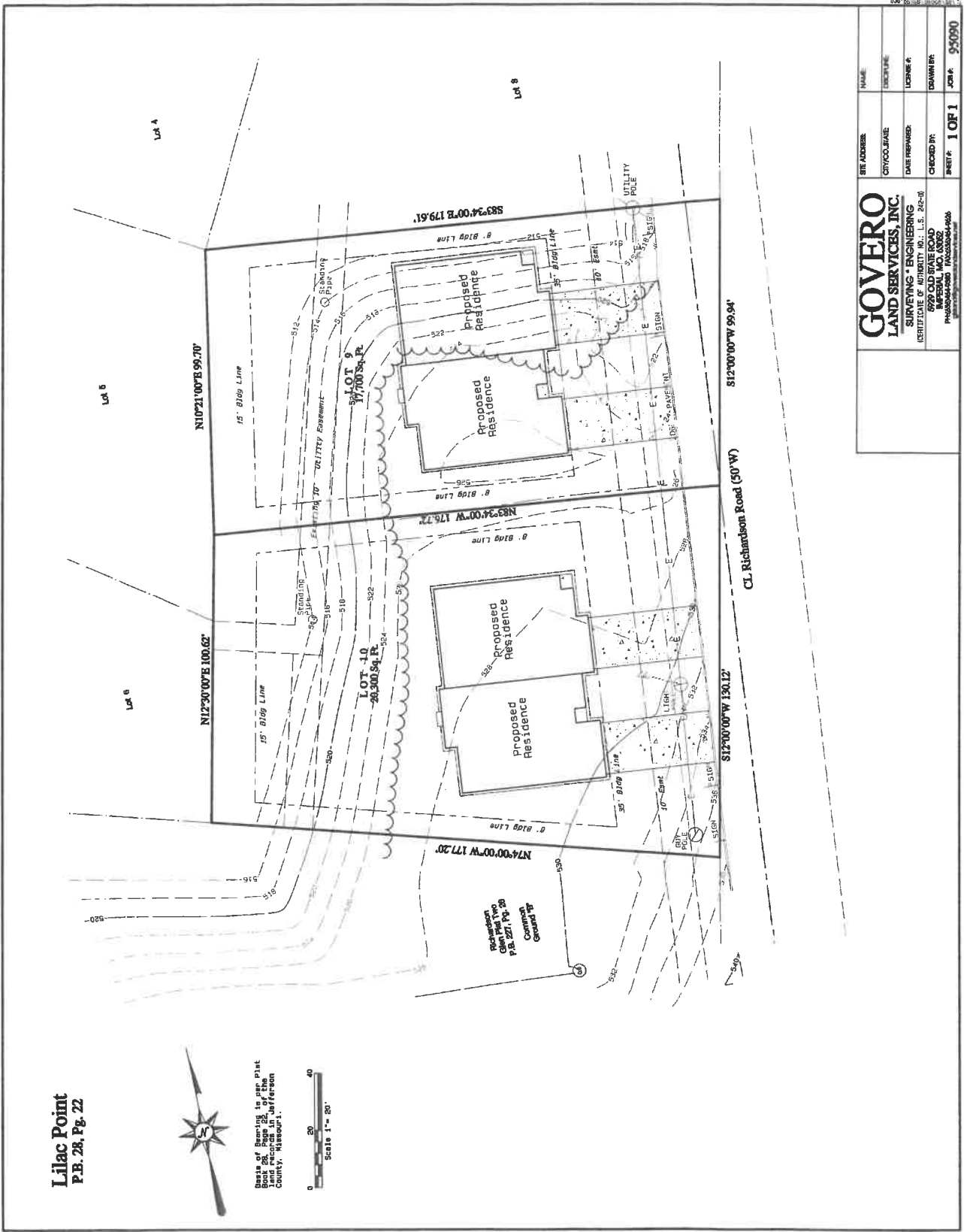
Conditions:

1. Prior to building permit issuance, the applicant provides an executed / recorded copy of easement dedication plat that includes the required road right of way dedication.

Lilac Point
P.B. 28, Pg. 22



Basis of Bearing is per Plat
and Record in Jefferson
County, Missouri.



<p>GOVERO LAND SERVICES, INC. SURVEYING & ENGINEERING, INC. CERTIFICATE OF AUTHORITY NO.: L.S. 242-01 6729 OLD STATE ROAD MARIETTA, MO. 63022 PH: 636-252-1688 FAX: 636-252-1689</p>		<p>DATE PREPARED: _____ CHECKED BY: _____ DRAWN BY: _____ JOB #: 95090</p>
<p>SITE ADDRESS: _____ CITY/COUNTY/STATE: _____ DATE PREPARED: _____ CHECKED BY: _____ DRAWN BY: _____ JOB #: 95090</p>	<p>NAME: _____ ENCLOSURE: _____ LICENSE #: _____ DRAWN BY: _____ JOB #: 95090</p>	<p>SHEET # 1 OF 1</p>

Right of Way Dedication and Easement Deed

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that **Charles F. Vatterott Construction Co.**, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to and in hand paid by the **City of Arnold**, the receipt of which is hereby acknowledged, does hereby dedicate to the **City of Arnold** property described as shown **hatched** on the plat, being **Exhibit "A"** and a legal description shown on **Exhibit "B"** of this document, which said right of way is hereby dedicated for public use forever for roadway and utilities purposes. The right of way hereby granted is irrevocable and shall continue forever.

WHEREAS, a 10-foot-wide Sidewalk Easement described as shown **cross-hatched** on the plat, being **Exhibit "A"** of this document, which said sidewalk easement is hereby dedicated to the City of Arnold for the purpose of constructing and maintaining sidewalks.

WHEREAS, a 15-foot-wide Utility Easement described as shown on the plat, being **Exhibit "A"** of this document, which said utility easement is hereby dedicated to all utilities, corporations and governmental entities providing utility service to this development. Such utilities include, but are not limited to electric, gas, telephone, cable tv, water, and sewer, as applicable. Each such utility may make use of this easement for the purpose of constructing, maintaining and repairing utility, water, sewer or drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for excavation and storage of materials during installation, repair or replacement of utility, water, sewer or drainage facilities. Construction by each utility within the easement should conform to all applicable State and Federal regulations as to separation of such utility's system from other utilities using such easement.

IN WITNESS WHEREOF, the above-named grantor has signed these presents this _____ day of _____, 2018.

Signature

Print Name

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

On this _____ day of _____, 2018, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, a corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and state aforesaid, the day and year first above written.

Notary Public

Name Printed

My Term Expires: _____

R.O.W. DEDICATION LEGAL DESCRIPTION

A tract being part of Lots 9 and 10 of Lilac Point (P.B.28, Pg.22), in Lot 3 of U.S. Survey 2991, Township 43 North, Range 6 East, Fifth Principal Meridian, Jefferson County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of the abovementioned Lot 9 of Lilac Point; thence leaving said corner along the Eastern line of Lot 9 and Lot 10 of said Lilac Point, South 12°00'00" West, a distance of 230.06 feet to the Southeast corner of said Lot 10; thence along the South line of Lot 10, North 74°00'00" West, a distance of 9.98 feet to the Southwest corner of Lot 10; thence along the West line of Lot 10 and Lot 9, North 05°17'42" East, a distance of 227.36 feet to the Northwest corner of Lot 9; thence along the North line of Lot 9, South 83°34'00" East, a distance of 36.68 feet to the Point of Beginning. Containing 5,314 square feet, 0.12 Acres, more or less.

SURVEYOR'S CERTIFICATE

This is to certify that GOVERO LAND SERVICES, INC., prepared a property description, based on a field survey completed under my direction during the month of August, 2018 and has been written in accordance with Chapter 327 of the State Statutes, effective August 28, 2014.

IN WITNESS WHEREOF, we hereunto set our firm name at our office in Jefferson County, Missouri on this ____ day of _____, 2018

GOVERO LAND SERVICES, INC. 242-D

By _____
DANIEL L. GOVERO LS#1778
MISSOURI PROFESSIONAL LAND SURVEYOR

EXHIBIT "B"**LEGAL DESCRIPTION**

GOVERO
LAND SERVICES, INC.
SURVEYING • ENGINEERING

(CERTIFICATE OF AUTHORITY NO. L.S.242-D)

5929 OLD STATE ROAD
IMPERIAL, MO. 63052
PH:(636)464-9380
FAX:(636)464-9626

gisland@goverolandservices.net

SITE ADDRESS:	2236 Richardson Rd.
CITY/CO.,STATE:	Arnold, MO
DATE PREPARED:	AUG. 17, 2018
DRAWN BY:	G. S. M.
CHECKED BY:	D. L. G.
JOB NO.:	95090

GOVERO

Land Services

SURVEYING * ENGINEERING
5929 Old State Road
Imperial, MO 63052
(636) 464-9380

Christie Hull-Bettale
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

RE: Lilac Point
JOB#: 95090-L9

Dear Christie,

In regards to your email on July 27, 2018, for review of the plan for the Conditional Use Permit for Lilac Point Lots 9 & 10, please note the following:

- a. The development is consistent with the neighborhood. It is next to the newest development of Richardson Glenn, which is the same type of residences.
- b. The development will not be detrimental to the permitted developments in the district, and is just an extension of Richardson Glenn.
- c. Visually, the development will be very compatible with the surrounding community.
- d. The development is desirable to preserve the area for development of the remaining lots and promote health, safety and general welfare. With the development of these lots the grass will be cut and the area will be clean.

Should there be any questions or comments, please give me a call.

Sincerely,



Daniel L. Govero, PLS
President

DLG/dgc

w/ltrs/95090-L9-10

P&Z Meeting 8/14/18
Council Meeting 9/6/18

Place ad 7/24/18
Sign up - 7/30/18

Community Development Department
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010
636-282-2378
636-282-6677 Fax



CONDITIONAL USE PERMIT APPLICATION

File Number 2018-28

\$400.00 Fee - Paid

APPLICANT/CONTRACT PURCHASER

CF. Vatterott Construction Company

Name

10143 Paget, Creve Coeur, MO 63132

Address, City, State, Zip

(314) 427-4000

Telephone Number

(636) 547-3078

Facsimile Number

**Richardson Rd. & Ems Glen Lane - Lots
9 & 10 of Lilac Point, Page 22**

Property Address (or nearest intersection)

OWNER

CF. Vatterott Construction Company

Name

10143 Paget, Creve Coeur, MO 63132

Address, City, State, Zip

(314) 427-4000

Telephone Number

(636) 547-3078

Facsimile Number

R4

Zoning of Property

Proposed Use **R4 Residential Villas, similar to Richardson Glen**

Adjacent Zoning/Uses

R3/Residential

R4/Residential Villas

R3/Residential

R3/Residential

North

South

East

West

06/09/2018

08/14/2018

Date of Application

Meeting Date Targeting

[Signature]
Signature of Applicant

[Signature]
Signature of Owner



Rock Community Fire Protection District

Board of Directors

Ken Baker
Nathan Smith
Dan Meyer

Fire Chief
Jeff Broombaugh

3749 Telegraph Road
Arnold, Missouri 63010
636-296-2211
636-467-5793 Fax
www.rockfire-rescue.org

"Whatever It Takes"

Fire Marshal
Jeffrey L DeLapp

(636) 296-2211
(636) 467-5734 Fax

July 25, 2018

Christie Hull-Bettale
2101 Jeffco Blvd.
Arnold, MO 63010

RE: Conditional Use Permit for Lots 9 & 10 Lilac Point (Richardson Rd. and Ems Glen Ln).

After reviewing the Conditional Use Permit for at this time there are no comments.

If you have any questions please feel free to contact me at 636-296-2211 extension 5748.

Yours in Fire Safety

Jeff DeLapp
Fire Marshal

Christie Hull-Bettale

From: Wolf, Michael J <MWolf@ameren.com>
Sent: Friday, July 27, 2018 9:41 AM
To: Christie Hull-Bettale
Subject: Lilac Point-request for comments

Christie,

We received the preliminary plans for Lilac Point. If possible, we would like to see a 15' utility easement adjacent to Richardson Rd. Typically in Jeffers County subdivisions, a 15' easement is provided. The first 5' of this easement is typically used for sidewalks.

If you have any questions, please let me know.

Thanks,
Mike

Mike Wolf
Energy Services Consultant
Ameren Missouri
Meramec Valley Division
6450 Highway MM
House Springs, Mo 63051
636-671-6127 office
636-671-6110 fax
mwolf@ameren.com

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Christie Hull-Bettale

From: Eggert, Nicholas <Nicholas.Eggert@spireenergy.com>
Sent: Monday, July 23, 2018 10:26 AM
To: Christie Hull-Bettale
Cc: Langenbacher, Brian
Subject: Lots 9 & 10 Lilac Point - No Conflict
Attachments: SR 5062905 - LOTS 9 AND 10 LILAC POINT.doc

Hi Christie,

We've reviewed the copy of the Conditional Use Permit near the intersection of Richardson Rd and Ems Glen Ln. We see no conflicts with our existing facilities, but please note the comment in the attached Conflict Review letter.

Thanks,

Nick Eggert
Construction Engineer

4118 Shrewsbury Ave.
Shrewsbury, MO 63119

Laclede Gas is now Spire.

Visit SpireEnergy.com to learn more.



SPIRE INC. TRANSMITTAL

4118 SHREWSBURY AVE
ST. LOUIS, MISSOURI 63119

TO: Christie Hull-Bettale	DATE: 7/24/18
City of Arnold	RE: Lots 9 and 10 Lilac Point
2101 Jeffco Blvd	
St. Louis, MO 63010	

WE ARE SENDING YOU:

(X) NOTIFICATION OF NO GAS MAIN CONFLICT PER INFORMATION PROVIDED

NOTE: POTENTIAL GAS SERVICE LINE CONFLICTS ARE NOT DETERMINED DURING OUR REVIEW. SERVICE LINES MUST BE LOCATED IN THE FIELD TO DETERMINE ACTUAL LOCATION.

COMMENTS:

4'' plastic gas main located approximately 2 feet west of the existing west pavement edge of Richardson Rd.

DRAFTSMAN NMT

Brian Langenbacher
Brian Langenbacher, P.E.
Construction Engineer III
(314) 768-7767