

City of Arnold, Missouri

**Public Hearing
Council Chambers**

September 19, 2019

- A. Fixing the Annual Rate of Levy for Taxes.
- B. 2019-33 The Enclave at Strawberry Ridge Plat 2 (Record Plat)

City Council

Immediately Following the Public Hearing

Agenda

- 1. Pledge of Allegiance:
- 2. Opening Prayer: City on the Hill Church – Pastor Tim Gray
- 3. Roll Call:
- 4. Business from the Floor:
- 5. Consent Agenda:
 - A. Regular Minutes **September 5, 2019**
Public Hearing Minutes **September 5, 2019**
 - B. Payroll Warrant **#1325 in the Amount of \$311,393.36**
 - C. General Warrant **#5746 in the Amount of \$T.B.D.**
- 6. Ordinances:
 - A. **Bill No. 2751:** An Ordinance Fixing the Annual Rate of Levy for Taxes.
 - B. **Bill No. 2755:** An Ordinance Providing for the Repeal of Article XI (Offenses Concerning Drugs and Alcohol) of Chapter 215 (Offenses) of the Arnold Code of Ordinances and Enacting in Lieu thereof a New Article XI (Offenses Concerning Drugs and Alcohol) on the Same Subject with Certain Modifications as Hereinafter Set Forth, and Establishing Penalties for the Violation thereof.
 - C. **Bill No. 2756:** An Ordinance Approving a Record Plat Titled “The Enclave at Strawberry Ridge Plat 2”.

7. Resolutions:

A. **Resolution No. 19-50:** A Resolution Approving the Purchase of a 3-Ton Asphalt Recycler and Hot Box Slip-in.

B. **Resolution No. 19-51:** A Resolution Approving the Purchase of a Vactor 2100 Flusher/Vacuum Truck.

8. Motion:

A. None

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

Next Regular City Council Meeting October 3, 2019 @ 7:00 p.m.
Next Work Session October 10, 2019 at 7:00 p.m.

Mayor Ron Counts called the meeting to order at 7:03 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, Fulbright McArthur, Seidenstricker, Fleischmann, Plunk, Cooley, Sullivan, Hood, Richison, Bookless, Lehmann, Sweeney, Brown, Kroupa (arrived 7:08) and Chief Shockey.

BUSINESS FROM THE FLOOR

Sarah Lurkins, 56 Hickory Court – Spoke to council stating her opposition to the approval of Bill No 2748, which would amend and replace the C-4 Planned Commercial District for 3405 Robinson Road. Ms. Lurkins read a prepared statement listing her objections.

Jessica Bess, 1145 Hickory Ridge Trail – Also spoke to council regarding her objections to 3405 Robinson Road. Asked the council to remember that whatever happens tonight, it affects the residents of her subdivision.

Aubrey McMahon, 2214 Tenbrook – Spoke to council regarding the issues he has had regarding his mailbox and stated that no one has contacted him yet regarding a solution. Mayor Counts stated he will speak to David Bookless and will follow up with a written response.

Patricia Peterman, 1169 Hickory Ridge Trail – Stated she was assured in 2009 the zoning adjacent to her subdivision would not be changed and asked the council to review those records.

Robert Wylde Sr, 2005 Missouri State Road – Stated he is concerned about the funds spent on the new dog park at Ferd B Lang Park. He rents the pavilion at the back of the park every year and does not care for the new path that leads to the dog park. It can be disruptive to the people who rent the pavilion to have dogs and their owners use the new path.

CONSENT AGENDA

- A. MINUTES FROM AUGUST 15, 2019 MEETING**
- B. PAYROLL WARRANT NO. 1323 IN THE AMOUNT OF \$295,226.59**
- C. PAYROLL WARRANT NO. 1324 IN THE AMOUNT OF \$299,357.16**
- D. GENERAL WARRANT NO. 5745 IN THE AMOUNT OF \$646,253.69**

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

Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; McArthur, yes; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, yes; Hood, yes; 8 Yeas: **Consent agenda approved.**

ORDINANCES

BILL NO. 2751 – AN ORDINANCE FIXING THE ANNUAL RATE OF LEVY FOR TAXES was read once by City Clerk Tammi Casey. Bryan Richison asked to have this Bill tabled until the next meeting, while the Public Hearing was posted, it was inadvertently left off the agenda.

Jason Fulbright made a motion and so moved to table Bill No. 2751 until the September 19, 2019 meeting. Seconded by Mark Hood. Roll call vote: Fulbright, yes; McArthur, yes; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, yes; Hood, yes; 8 Yeas: **Ordinance passed.**

Mayor Counts turned the gavel over to Mayor Pro-Tem Jason Fulbright before the first reading of Bill No. 2752.

BILL NO. 2752 – AN ORDINANCE APPROVING THE AMENDMENT AND REPLACEMENT OF THE “C-4” PLANNED COMMERCIAL DISTRICT FOR COMMERCE OFFICE PARK 2 LOT 6B, A TRACT OF LAND LOCATED IN U.S. SURVEY 2991, SECTION 24, TOWNSHIP 43 NORTH, RANGE 5 EAST, CITY OF ARNOLD, JEFFERSON COUNTY, MISSOURI was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; McArthur, yes; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, yes; Hood, yes; 8 Yeas: **Ordinance passed.**

Mayor Pro-Tem Jason Fulbright returned the gavel to Mayor Counts.

BILL NO. 2753 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES CREATING DEFINITIONS FOR SITE PLANS AND PROVIDING REGULATIONS THEREFOR was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; McArthur, yes; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, yes; Hood, yes; 8 Yeas: **Ordinance passed.**

BILL NO. 2754 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES (MEDICAL MARIJUANA DISPENSARIES) was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, abstain; McArthur, abstain; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, yes; Hood, yes; 6 Yeas, 2 Abstains: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 19-47 – A RESOLUTION AUTHORIZING THE COUNCIL TO SETTLE THREATENED LITIGATION BY RECONSIDERING BILL NO. 27-48

Gary Plunk made a motion and so moved to approve Resolution No. 19-47.
Seconded by Jason Fulbright. Roll call vote: Fulbright, yes; McArthur, yes; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, no; Hood, no; 6 Yeas, 2 Nays: **Resolution approved.**

RESOLUTION NO. 19-48 – A RESOLUTION APPOINTING JASON MURRAY AS A PROVISIONAL JUDGE FOR THE ARNOLD MUNICIPAL COURT

Tim Seidenstricker made a motion and so moved to approve Resolution No. 19-48.
Seconded by Butch Cooley. Roll call vote: Fulbright, yes; McArthur, yes; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, yes; Hood, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-49 – A RESOLUTION APPROVING A PROPOSAL FROM COCHRAN ENGINEERING FOR THE ARCHITECTURAL AND ENGINEERING DESIGN OF NEW METAL BUILDINGS FOR PARKS MAINTENANCE AND PUBLIC WORKS

Gary Plunk made a motion and so moved to approve Resolution No. 19-49.
Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; McArthur, yes; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, yes; Hood, yes; 8 Yeas: **Resolution approved.**

BILL NO. 2748 – AN ORDINANCE APPROVING THE AMENDMENT AND REPLACEMENT OF THE “C-4” PLANNED COMMERCIAL DISTRICT FOR 3405 ROBINSON ROAD, A TRACT OF LAND LOCATED IN U.S. SURVEY 2991 PT. 5, SECTION 31, TOWNSHIP 43 NORTH, RANGE 6 EAST, CITY OF ARNOLD, JEFFERSON COUNTY, MISSOURI was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; McArthur, yes; Seidenstricker, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; Sullivan, no; Hood, no; 6 Yeas, 2 Nays: **Ordinance passed.**

MOTIONS

- A. 2019-31 ARNOLD ANIMAL HOSPITAL CUP: A REQUEST FOR APPROVAL FOR A VETERINARY CLINIC AT COMMERCE OFFICE PARK 2 LOT 6B**

Bob Sweeney informed council that if no motion is taken, the motion stands approved. As no motion was taken, the motion was approved.

**B. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY
FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF
DISCUSSING PERSONNEL PURSUANT TO RSMo section 610.021 (3)**

Bryan Richison informed council that the Closed Session was no longer necessary.

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Gary Plunk, Ward 4 – Stated that the Veterans Commission is finalizing their plans for the Veterans Parade and encouraged any veterans who may want to participate in the parade to contact City Hall.

Dan Kroupa – Thanked Robert Wylde Sr. for bringing his concerns regarding the dog park forward to the council.

Bryan Richison – Informed council that because negotiations are still moving forward with Walters Group, the golf course will remain open at this time.

A motion to adjourn the meeting was made by Jason Fulbright. Seconded by Mark Hood.

Voice vote: All yeas.

Meeting adjourned at 7:52 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 9/5/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

| | | ROLL CALL | CONSENT AGENDA | MOTION TO TABLE BILL NO 2751 | BILL NO 2752 | BILL NO 2753 | BILL NO 2754 | |
|---------------------------|--------------------|-----------|----------------------|------------------------------|---------------|--------------------|--------------|--|
| COUNCIL MEMBERS: | | | | | | | | |
| MAYOR | RON COUNTS | PRESENT | | | | | | |
| COUNCIL: | JASON FULBRIGHT | PRESENT | YES | YES | YES | YES | ABSTAIN | |
| COUNCIL: | BRIAN MCARTHUR | PRESENT | YES | YES | YES | YES | ABSTAIN | |
| COUNCIL: | TIM SEIDENSTRICKER | PRESENT | YES | YES | YES | YES | YES | |
| COUNCIL: | EJ FLEISCHMANN | PRESENT | YES | YES | YES | YES | YES | |
| COUNCIL: | GARY PLUNK | PRESENT | YES | YES | YES | YES | YES | |
| COUNCIL: | BUTCH COOLEY | PRESENT | YES | YES | YES | YES | YES | |
| COUNCIL: | VERN SULLIVAN | PRESENT | YES | YES | YES | YES | YES | |
| COUNCIL: | MARK HOOD | PRESENT | YES | YES | YES | YES | YES | |
| CITY ADMINISTRATOR | BRYAN RICHISON | PRESENT | PARKS DIR: | | DICKIE BROWN | PRESENT | | |
| CITY CLERK | TAMMI CASEY | PRESENT | PUBLIC WORKS: | | - | | | |
| COM DEV | DAVID BOOKLESS | PRESENT | TREASURER: | | DAN KROUPA | ARRIVED 7:05 PM | | |
| FINANCE DIRECTOR | BILL LEHMANN | PRESENT | POLICE DEPT. | | CHIEF SHOCKEY | PRESENT | | |
| CITY ATTORNEY | BOB SWEENEY | PRESENT | | | | | | |

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

Mayor Counts turned the gavel over to Mayor Pro-Tem Jason Fulbright.

A. 2019-30 ARNOLD ANIMAL HOSPITAL REZONING: A REQUEST TO AMEND AND REPLACE THE EXISTING "C-4" PLANNED COMMERCIAL DISTRICT FOR COMMERCE OFFICE PARK 2 LOT 6B

David Bookless informed council that the purpose of the requested conditional use permit is to allow for the operation of a veterinary clinic. The Planning Commission discussed this issue at its August 13, 2019 meeting and a Public Hearing was held at that time. The Planning Commission is forwarding a recommendation of approval by a vote of 7-0.

PUBLIC COMMENTS
NONE

COUNCIL COMMENTS
NONE

Mayor Pro-Tem Jason Fulbright returned the gavel to Mayor Counts.

B. 2019-24 SITE PLAN REVIEW (TEXT AMENDMENT)

David Bookless stated this is a city initiated text amendment to the code and will define site plans and procedures. The Planning Commission discussed this at their August 27, 2019 meeting and is forwarding a recommendation of approval by a vote of 8-0.

PUBLIC COMMENTS
NONE

COUNCIL COMMENTS
NONE

C. 2019-32 MEDICAL MARIJUANA DISPENSARY FACILITIES (TEXT AMENDMENT)

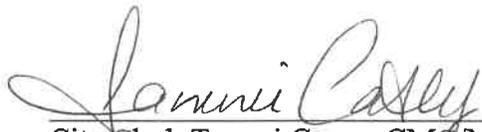
David Bookless stated this is a city initiated request to amend Section 405.380 of the Arnold City Code, which will revise the proximity regulations as they relate to the distance between medical marijuana dispensary facilities, thus eliminating the prohibition on clustering dispensaries. The Planning Commission discussed this at their August 27, 2019 meeting and is forwarding a recommendation of approval by a vote of 8-0.

Public Hearing
Page 2
August 5, 2019

PUBLIC COMMENTS
NONE

COUNCIL COMMENTS
NONE

The Public Hearing ended at 7:03 p.m.



City Clerk Tammi Casey, CMC/MRCC-C

Draft

BILL NO. 2751

ORDINANCE NO. _____

AN ORDINANCE FIXING THE ANNUAL RATE OF LEVY FOR TAXES

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

Section 1. Rate. The tax rate hereby levied for the fiscal year beginning September 1, 2019, and ending August 31, 2020 is Thirty-Eight and Thirty Seven Hundredth Cents (\$0.3837) per One Hundred Dollars (\$100.00) assessed valuation.

Section 2. Effective Date. This ordinance shall be in full force and effect upon its passage and approval.

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF September 2019.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney

**City of Arnold
NOTICE OF PUBLIC HEARING**

A hearing will be held at 7:00 p.m., September 5, 2019, at Arnold City Hall at which citizens may be heard on the property tax rates proposed to be set by the City of Arnold. The tax rates shall be set to produce the revenue for the budget for the fiscal year beginning September 1, 2019, shows to be required from the property tax. This tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation.

ASSESSED VALUATION (after Board of Equalization)

| Category | Current Tax Year | Prior Tax Year |
|--------------------|---------------------|--------------------|
| Real Estate | \$ 300,348,300 | \$ 287,687,700 |
| New Construction | 1,732,700 | 2,236,300 |
| Railroad & Utility | <u>9,008,396</u> | <u>7,923,293</u> |
| | \$ 311,089,396 | \$ 297,847,293 |

PROPOSED TAX RATE & REVENUE BUDGETED

| | Levy per \$100 Valuation | | Amount of Property Tax Revenue | |
|--------------|-----------------------------|----------------|-----------------------------------|--------------|
| | FY 2020 | FY 2019 | FY 2020 | FY 2019 |
| General Fund | 38.37 cents | 39.11 cents | \$ 1,193,650 | \$ 1,164,881 |

Tammi Casey, City Clerk
City of Arnold



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/26/2019

Summary Page

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Arnold 09-050-0001 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.3911
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.3837
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.3837
E. Maximum authorized levy the most recent voter approved rate 1.0000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.3837
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) if applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/26/2019

Form A

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Arnold 09-050-0001 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2019) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 311,089,396 + (b) 0 = 311,089,396
(Real Estate) (Personal Property) (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 1,732,700 + (b) 0 = 1,732,700
(Real Estate) Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) (Total)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0
(Real Estate) (Personal Property) (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

309,356,696

5. (2018) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 297,847,293 + (b) 0 = 297,847,293
(Real Estate) (Personal Property) (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0
(Real Estate) (Personal Property) (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0
(Real Estate) (Personal Property) (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

297,847,293



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/26/2019

Form A

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Arnold

09-050-0001

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

| | |
|---|-------------|
| 9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100) | 3.8642% |
| 10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission | 1.9000% |
| 11. Adjusted prior year assessed valuation (Line 8) | 297,847,293 |
| 12. (2018) Tax rate ceiling from prior year (Summary Page, Line A) | 0.3911 |
| 13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100) | 1,164,881 |
| 14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%. | 1.9000% |
| 15. Additional revenue permitted (Line 13 x Line 14) | 22,133 |
| 16. Total revenue permitted in current year * from property that existed in both years (Line 13 + Line 15) | 1,187,014 |
| 17. Adjusted current year assessed valuation (Line 4) | 309,356,696 |
| 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B | 0.3837 |

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



CITY COUNCIL AGENDA ITEM STAFF REPORT

| | |
|--------------------------|--|
| MEETING DATE: | September 19, 2019 |
| TITLE: | Offenses Concerning Drugs and Alcohol (Public Health, Safety and Welfare Text Amendment) |
| DEPARTMENT: | Police Department |
| PROJECT MANAGER: | David B. Bookless, Community Development Director |
| REQUESTED ACTION: | Ordinance approval |
| ATTACHMENTS: | Draft Ordinance |

EXECUTIVE SUMMARY:

A City-initiated request to amend Title II, Public Health, Safety and Welfare, of the Code of Ordinances to update Chapter 215 as it relates to Offenses Concerning Drugs and Alcohol for consistency with Missouri statute (Ch. 579, RSMo).

REVIEW & ANALYSIS:

The City of Arnold's ordinance relating to offenses concerning drugs and alcohol is primarily based upon state statute Chapter 579 Controlled Substance Offenses. An updated version of the statute took effect in 2017, and this amendment reflects the updated chapter. In particular, the amendment includes language establishing certain behaviors or acts related to illegal drugs as a public nuisance, and related enforcement mechanisms.

RECOMMENDATION:

Staff recommends approval of the draft ordinance attached hereto.

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

WHEREAS, due to numerous changes in Missouri law, the Arnold City Council desires to amend the City of Arnold Code of Ordinances as provided herein;

NOW, THEREFORE, be it ordained by the Council of the City of Arnold, Missouri as follows:

SECTION 1: Article XI (Offenses Concerning Drugs and Alcohol) of Chapter 215 (Offenses) of the City of Arnold Code of Ordinances, inclusive, is hereby repealed and amended, so as to read in its entirety as follows:

“Section 215.1800 Possession or control of a controlled substance — penalty.

1. A person commits the offense of possession of a controlled substance if he or she knowingly possesses a controlled substance, except as authorized by this chapter or Chapter 195, RSMo.
2. The offense of possession of any controlled substance except thirty-five grams or less of marijuana or any synthetic cannabinoid is a class D felony.
3. The offense of possession of more than ten grams but thirty-five grams or less of marijuana or any synthetic cannabinoid is a class A misdemeanor.
4. The offense of possession of not more than ten grams of marijuana or any synthetic cannabinoid is a class D misdemeanor. If the defendant has previously been found guilty of any offense of the laws related to controlled substances of this state, or of the United States, or any state, territory, or district, the offense is a class A misdemeanor. Prior findings of guilt shall be pleaded and proven in the same manner as required by Section 558.021, RSMo.
5. In any complaint, information, or indictment, and in any action or proceeding brought for the enforcement of any provision of this chapter or Chapter 195, RSMo., it shall not be necessary to include any exception, excuse, proviso, or exemption contained in this chapter or Chapter 195, RSMo., and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant.

Section 215.1805 Delivery of a controlled substance — penalties.

6. A person commits the offense of delivery of a controlled substance if, except as authorized in this chapter or Chapter 195, RSMo., he or she:

- a. Knowingly distributes or delivers a controlled substance;
 - b. Attempts to distribute or deliver a controlled substance;
 - c. Knowingly possesses a controlled substance with the intent to distribute or deliver any amount of a controlled substance; or
 - d. Knowingly permits a minor to purchase or transport illegally obtained controlled substances.
2. Except when the controlled substance is thirty-five grams or less of marijuana or synthetic cannabinoid or as otherwise provided under subsection 5 of this section, the offense of delivery of a controlled substance is a class C felony.
 3. Except as otherwise provided under subsection 4 of this section, the offense of delivery of thirty-five grams or less of marijuana or synthetic cannabinoid is a class E felony.
 4. The offense of delivery of thirty-five grams or less of marijuana or synthetic cannabinoid to a person less than seventeen years of age who is at least two years younger than the defendant is a class C felony.
 5. The offense of delivery of a controlled substance is a class B felony if:
 - a. The delivery or distribution is any amount of a controlled substance except thirty-five grams or less of marijuana or synthetic cannabinoid, to a person less than seventeen years of age who is at least two years younger than the defendant; or
 - b. The person knowingly permits a minor to purchase or transport illegally obtained controlled substances.

Section 215.1810 Distribution of controlled substance in a protected location — penalty.

1. A person commits the offense of distribution of a controlled substance in a protected location if he or she knowingly distributes, sells, or delivers any controlled substance, except thirty-five grams or less of marijuana or synthetic cannabinoid, to a person with knowledge that that distribution, delivery or sale is:
 - a. In, on, or within two thousand feet of, the real property comprising a public or private elementary, vocational, or secondary school, or on any school bus; or
 - b. In, on, or within one thousand feet of, the real property comprising a public park, state park, county park, municipal park, or private park designed for public recreational purposes, as park is defined in Section 253.010, RSMo; or
 - c. In or on the real property comprising public housing or other governmental assisted housing.

- d. The offense of unlawful distribution of a controlled substance in a protected location is a class A felony.

Section 215.1815 Unlawful distribution, delivery, or sale of drug paraphernalia — penalties.

1. A person commits the offense of unlawful distribution, delivery, or sale of drug paraphernalia if he or she unlawfully distributes, delivers, or sells, or possesses with intent to distribute, deliver, or sell drug paraphernalia knowing, or under circumstances in which one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance or an imitation controlled substance in violation of this chapter.
2. The offense of unlawful delivery of drug paraphernalia is a class A misdemeanor, unless done for commercial purposes, in which case it is a class E felony.

Section 215.1820 Fraudulently attempting to obtain a controlled substance — penalty.

1. A person commits the offense of fraudulently attempting to obtain a controlled substance if he or she knowingly obtains or attempts to obtain a controlled substance, or knowingly procures or attempts to procure an administration of the controlled substance by fraud. The offense of fraudulently attempting to obtain a controlled substance shall include, but shall not be limited to nor be limited by, the following:
 - a. Knowingly making a false statement in any prescription, order, report, or record, required by this chapter or Chapter 195, RSMo.
 - b. For the purpose of obtaining a controlled substance, falsely assuming the title of, or representing oneself to be, a manufacturer, wholesaler, pharmacist, physician, dentist, podiatrist, veterinarian, nurse, or other authorized person;
 - c. Making or uttering any false or forged prescription or false or forged written order;
 - d. Affixing any false or forged label to a package or receptacle containing controlled substances;
 - e. Possess a false or forged prescription with intent to obtain a controlled substance.
2. The offense of fraudulently attempting to obtain a controlled substance is a class E felony.
3. Information communicated to a physician in an effort unlawfully to procure a controlled substance or unlawfully to procure the administration of any such drug is

not deemed a privileged communication; provided, however, that no physician or surgeon shall be competent to testify concerning any information which he or she may have acquired from any patient while attending him or her in a professional character and which information was necessary to enable him or her to prescribe for such patient as a physician, or to perform any act for him or her as a surgeon.

Section 215.1825 Manufacture of an imitation controlled substance — penalty.

1. A person commits the offense of manufacture of an imitation controlled substance if he or she knowingly manufactures with intent to deliver any imitation controlled substance.
2. The offense of manufacture of an imitation controlled substance is a class E felony.

Section 215.1830 Manufacture of a controlled substance — penalties.

7. A person commits the offense of manufacture of a controlled substance if, except as authorized in this chapter or Chapter 195, RSMo., he or she:
 - a. Knowingly manufactures, produces, or grows a controlled substance;
 - b. Attempts to manufacture, produce, or grow a controlled substance; or
 - c. Knowingly possesses a controlled substance with the intent to manufacture, produce, or grow any amount of controlled substance.
2. The offense of manufacturing or attempting to manufacture any amount of controlled substance is a class B felony when committed within two thousand feet of the real property comprising a public or private elementary, vocational, or secondary school, community college, college, or university. It is a class A felony if a person has suffered serious physical injury or has died as a result of a fire or explosion started in an attempt by the defendant to produce methamphetamine.
3. The offense of manufacturing or attempting to manufacture any amount of a controlled substance, except thirty-five grams or less of marijuana or synthetic cannabinoid, is a class C felony.
4. The offense of manufacturing thirty-five grams or less of marijuana or synthetic cannabinoid is a class E felony.

Section 215.1835 Unlawful sale, distribution, or purchase of over-the-counter methamphetamine precursor drugs — violation, penalty.

1. A person commits the offense of unlawful sale, distribution, or purchase of over-the-counter methamphetamine precursor drugs if he or she knowingly:
 - a. Sells, distributes, dispenses, or otherwise provides any number of packages of any drug product containing detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts, optical

isomers, or salts of optical isomers, in a total amount greater than nine grams to the same individual within a thirty-day period, unless the amount is dispensed, sold, or distributed pursuant to a valid prescription; or

- b. Purchases, receives, or otherwise acquires within a thirty-day period any number of packages of any drug product containing any detectable amount of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers in a total amount greater than nine grams, without regard to the number of transactions, unless the amount is purchased, received, or acquired pursuant to a valid prescription; or
 - c. Purchases, receives, or otherwise acquires within a twenty-four-hour period any number of packages of any drug product containing any detectable amount of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers in a total amount greater than three and six-tenths grams, without regard to the number of transactions, unless the amount is purchased, received, or acquired pursuant to a valid prescription; or
 - d. Dispenses or offers drug products that are not excluded from Schedule V in subsection 17 or 18 of Section 195.017, RSMo, RSMo and that contain detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts, optical isomers, or salts of optical isomers, without ensuring that such products are located behind a pharmacy counter where the public is not permitted and that such products are dispensed by a registered pharmacist or pharmacy technician under subsection 11 of Section 195.017, RSMo; or
 - e. Holds a retail sales license issued under Chapter 144, RSMo and knowingly sells or dispenses packages that do not conform to the packaging requirements of Section 195.418, RSMo.
2. A pharmacist, intern pharmacist, or registered pharmacy technician commits the offense of unlawful sale, distribution, or purchase of over-the-counter methamphetamine precursor drugs if he or she knowingly:
- a. ~~Sells, distributes, dispenses, or otherwise provides any number of packages of any drug product containing detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers, in a total amount greater than three and six-tenth grams to the same individual within a twenty-four-hour period, unless the amount is dispensed, sold, or distributed pursuant to a valid prescription; or~~
 - b. Fails to submit information under subsection 13 of Section 195.017, RSMo and subsection 5 of Section 195.417, RSMo about the sales of any compound, mixture, or preparation of products containing detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts, optical isomers, or salts of optical isomers, in accordance with transmission methods and frequency established by the department of health and senior services; or

- c. Fails to implement and maintain an electronic log, as required by subsection 12 of Section 195.017, RSMo, of each transaction involving any detectable quantity of pseudoephedrine, its salts, isomers, or salts of optical isomers or ephedrine, its salts, optical isomers, or salts of optical isomers; or
 - d. Sells, distributes, dispenses or otherwise provides to an individual under eighteen years of age without a valid prescription any number of packages of any drug product containing any detectable quantity of pseudoephedrine, its salts, isomers, or salts of optical isomers, or ephedrine, its salts or optical isomers, or salts of optical isomers.
3. Any person who violates the packaging requirements of Section 195.418, RSMo and is considered the general owner or operator of the outlet where ephedrine, pseudoephedrine, or phenylpropanolamine products are available for sale shall not be penalized if he or she documents that an employee training program was in place to provide the employee who made the unlawful retail sale with information on the state and federal regulations regarding ephedrine, pseudoephedrine, or phenylpropanolamine.
4. The offense of unlawful sale, distribution, or purchase of over-the-counter methamphetamine precursor drugs is a class A misdemeanor.

Section 215.1840 Trafficking drugs, first degree — penalty.

1. A person commits the offense of trafficking drugs in the first degree if, except as authorized by this chapter or Chapter 195, RSMo., such person knowingly distributes, delivers, manufactures, produces or attempts to distribute, deliver, manufacture or produce:
 - a. More than thirty grams but less than ninety grams of a mixture or substance containing a detectable amount of heroin;
 - b. More than one hundred fifty grams but less than four hundred fifty grams of a mixture or substance containing a detectable amount of coca leaves, except coca leaves and extracts of coca leaves from which cocaine, ecgonine, and derivatives of ecgonine or their salts have been removed; cocaine salts and their optical and geometric isomers, and salts of isomers; ecgonine, its derivatives, their salts, isomers, and salts of isomers; or any compound, mixture, or preparation which contains any quantity of any of the foregoing substances;
 - c. More than eight grams but less than twenty-four grams of a mixture or substance described in subdivision (2) of this subsection which contains cocaine base;
 - d. More than five hundred milligrams but less than one gram of a mixture or substance containing a detectable amount of lysergic acid diethylamide (LSD);
 - e. More than thirty grams but less than ninety grams of a mixture or substance containing a detectable amount of phencyclidine (PCP);

- f. More than four grams but less than twelve grams of phencyclidine;
 - g. More than thirty kilograms but less than one hundred kilograms of a mixture or substance containing marijuana;
 - h. More than thirty grams but less than ninety grams of any material, compound, mixture, or preparation containing any quantity of the following substances having a stimulant effect on the central nervous system: amphetamine, its salts, optical isomers and salts of its optical isomers; methamphetamine, its salts, optical isomers and salts of its optical isomers; phenmetrazine and its salts; or methylphenidate; or
 - i. More than thirty grams but less than ninety grams of any material, compound, mixture, or preparation which contains any quantity of 3,4-methylenedioxymethamphetamine.
2. The offense of trafficking drugs in the first degree is a class B felony.
3. The offense of trafficking drugs in the first degree is a class A felony if the quantity involved is:
 - a. Ninety grams or more of a mixture or substance containing a detectable amount of heroin; or
 - b. Four hundred fifty grams or more of a mixture or substance containing a detectable amount of coca leaves, except coca leaves and extracts of coca leaves from which cocaine, ecgonine, and derivatives of ecgonine or their salts have been removed; cocaine salts and their optical and geometric isomers, and salts of isomers; ecgonine, its derivatives, their salts, isomers, and salts of isomers; or any compound, mixture, or preparation which contains any quantity of any of the foregoing substances; or
 - c. Twenty-four grams or more of a mixture or substance described in subdivision (2) of this subsection which contains cocaine base; or
 - d. One gram or more of a mixture or substance containing a detectable amount of lysergic acid diethylamide (LSD); or
 - e. Ninety grams or more of a mixture or substance containing a detectable amount of phencyclidine (PCP); or
 - f. Twelve grams or more of phencyclidine; or
 - g. One hundred kilograms or more of a mixture or substance containing marijuana; or
 - h. Ninety grams or more of any material, compound, mixture, or preparation containing any quantity of the following substances having a stimulant effect

on the central nervous system: amphetamine, its salts, optical isomers and salts of its optical isomers; methamphetamine, its salts, optical isomers and salts of its optical isomers; phenmetrazine and its salts; or methylphenidate; or

- i. More than thirty grams of any material, compound, mixture, or preparation containing any quantity of the following substances having a stimulant effect on the central nervous system: amphetamine, its salts, optical isomers, and salts of its optical isomers; methamphetamine, its salts, optical isomers, and salts of its optical isomers; phenmetrazine and its salts; or methylphenidate, and the location of the offense was within two thousand feet of real property comprising a public or private elementary, vocational, or secondary school, college, community college, university, or any school bus, in or on the real property comprising public housing or any other governmental assisted housing, or within a motor vehicle, or in any structure or building which contains rooms furnished for the accommodation or lodging of guests, and kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are sought for pay or compensation to transient guests or permanent guests; or
- j. Ninety grams or more of any material, compound, mixture or preparation which contains any quantity of 3,4-methylenedioxymethamphetamine; or
- k. More than thirty grams of any material, compound, mixture, or preparation which contains any quantity of 3,4-methylenedioxymethamphetamine and the location of the offense was within two thousand feet of real property comprising a public or private elementary, vocational, or secondary school, college, community college, university, or any school bus, in or on the real property comprising public housing or any other governmental assisted housing, within a motor vehicle, or in any structure or building which contains rooms furnished for the accommodation or lodging of guests, and kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are sought for pay or compensation to transient guests or permanent guests.

Section 215.1845 Trafficking drugs, second degree — penalty.

1. A person commits the offense of trafficking drugs in the second degree if, except as authorized by this chapter or Chapter 195, RSMo., such person knowingly possesses or has under his or her control, purchases or attempts to purchase, or brings into this state:
 - a. More than thirty grams but less than ninety grams of a mixture or substance containing a detectable amount of heroin;
 - b. More than one hundred fifty grams but less than four hundred fifty grams of a mixture or substance containing a detectable amount of coca leaves, except coca leaves and extracts of coca leaves from which cocaine, ecgonine, and derivatives of ecgonine or their salts have been removed; cocaine salts and their optical and geometric isomers, and salts of isomers; ecgonine, its derivatives,

their salts, isomers, and salts of isomers; or any compound, mixture, or preparation which contains any quantity of any of the foregoing substances;

- c. More than eight grams but less than twenty-four grams of a mixture or substance described in subdivision (2) of this subsection which contains cocaine base;
 - d. More than five hundred milligrams but less than one gram of a mixture or substance containing a detectable amount of lysergic acid diethylamide (LSD);
 - e. More than thirty grams but less than ninety grams of a mixture or substance containing a detectable amount of phencyclidine (PCP);
 - f. More than four grams but less than twelve grams of phencyclidine;
 - g. More than thirty kilograms but less than one hundred kilograms of a mixture or substance containing marijuana;
 - h. More than thirty grams but less than ninety grams of any material, compound, mixture, or preparation containing any quantity of the following substances having a stimulant effect on the central nervous system: amphetamine, its salts, optical isomers and salts of its optical isomers; methamphetamine, its salts, optical isomers and salts of its optical isomers; phenmetrazine and its salts; or methylphenidate; or
 - i. More than thirty grams but less than ninety grams of any material, compound, mixture, or preparation which contains any quantity of 3,4-methylenedioxymethamphetamine.
2. The offense of trafficking drugs in the second degree is a class C felony.
 3. The offense of trafficking drugs in the second degree is a class B felony if the quantity involved is:
 - a. Ninety grams or more of a mixture or substance containing a detectable amount of heroin; or
 - b. Four hundred fifty grams or more of a mixture or substance containing a detectable amount of coca leaves, except coca leaves and extracts of coca leaves from which cocaine, ecgonine, and derivatives of ecgonine or their salts have been removed; cocaine salts and their optical and geometric isomers, and salts of isomers; ecgonine, its derivatives, their salts, isomers, and salts of isomers; or any compound, mixture, or preparation which contains any quantity of any of the foregoing substances; or
 - c. Twenty-four grams or more of a mixture or substance described in subdivision (2) of this subsection which contains cocaine base; or

- d. One gram or more of a mixture or substance containing a detectable amount of lysergic acid diethylamide (LSD); or
 - e. Ninety grams or more of a mixture or substance containing a detectable amount of phencyclidine (PCP); or
 - f. Twelve grams or more of phencyclidine; or
 - g. One hundred kilograms or more of a mixture or substance containing marijuana; or
 - h. More than five hundred marijuana plants; or
 - i. Ninety grams or more but less than four hundred fifty grams of any material, compound, mixture, or preparation containing any quantity of the following substances having a stimulant effect on the central nervous system: amphetamine, its salts, optical isomers and salts of its optical isomers; methamphetamine, its salts, optical isomers and salts of its optical isomers; phenmetrazine and its salts; or methylphenidate; or
 - j. Ninety grams or more but less than four hundred fifty grams of any material, compound, mixture, or preparation which contains any quantity of 3,4-methylenedioxymethamphetamine.
4. The offense of trafficking drugs in the second degree is a class A felony if the quantity involved is four hundred fifty grams or more of any material, compound, mixture or preparation which contains:
- a. Any quantity of the following substances having a stimulant effect on the central nervous system: amphetamine, its salts, optical isomers and salts of its optical isomers; methamphetamine, its salts, isomers and salts of its isomers; phenmetrazine and its salts; or methylphenidate; or
 - b. Any quantity of 3,4-methylenedioxymethamphetamine.

Section 215.1850 Creating a danger — penalty.

1. A person commits the offense of creating a danger if, while producing, or attempting to produce, a controlled substance, he or she purposely protects or attempts to protect the production of the controlled substance by creating, setting up, building, erecting, or using any device or weapon which causes or is intended to cause physical injury to another person.
2. The offense of creating a danger is a class C felony.

Section 215.1855 Furnishing materials for production of a controlled substance — penalty.

1. A person commits the offense of furnishing materials for the production of a controlled substance if he or she provides any reagents, solvents or precursor materials used in the production of a controlled substance as defined in Section 195.010, RSMo to any other person knowing that the person to whom such materials are provided intends to use such materials for the illegal production of a controlled substance.
2. The offense of furnishing materials for the production of a controlled substance is a class E felony.

Section 215.1860 Unlawful possession of drug paraphernalia — penalty.

1. A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses, or possesses with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body, a controlled substance or an imitation controlled substance in violation of this chapter or Chapter 195, RSMo.
2. The offense of unlawful possession of drug paraphernalia is a class D misdemeanor, unless the person has previously been found guilty of any offense of the laws of this state related to controlled substances or of the laws of another jurisdiction related to controlled substances, in which case the violation of this section is a class A misdemeanor. Prior findings of guilt shall be pleaded and proven in the same manner as required by Section 558.021, RSMo.
3. The offense of unlawful possession of drug paraphernalia is a class E felony if the person uses, or possesses with intent to use, the paraphernalia in combination with each other to manufacture, compound, produce, prepare, test, or analyze amphetamine or methamphetamine or any of their analogues.

Section 215.1865 Unlawful manufacture of drug paraphernalia — penalties.

1. A person commits the offense of unlawful manufacture of drug paraphernalia if he or she unlawfully manufactures with intent to deliver drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance or an imitation controlled substance in violation of this chapter or Chapter 195, RSMo.
2. The offense of unlawful manufacture of drug paraphernalia is a class A misdemeanor, unless done for commercial purposes, in which case it is a class E felony.

Section 215.1870 Possession of an imitation controlled substance — penalty.

1. A person commits the offense of possession of an imitation controlled substance if he or she knowingly possesses an imitation controlled substance.

2. The offense of possession of an imitation controlled substance is a class A misdemeanor.

Section 215.1875 Delivery of an imitation controlled substance — penalty.

1. A person commits the offense of delivery of an imitation controlled substance if he or she knowingly delivers, possesses with intent to deliver, or causes to be delivered any imitation controlled substance.
2. The offense of delivery of an imitation controlled substance is a class E felony.

Section 215.1880 Marketing of ephedrine or pseudoephedrine — penalty.

1. A person commits the offense of unlawful marketing of ephedrine or pseudoephedrine if he or she knowingly markets, sells, distributes, advertises, or labels any drug product containing ephedrine, its salts, optical isomers and salts of optical isomers, or pseudoephedrine, its salts, optical isomers and salts of optical isomers, for indication of stimulation, mental alertness, weight loss, appetite control, energy or other indications not approved under the pertinent federal over-the-counter drug Final Monograph or Tentative Final Monograph or approved new drug application.
2. The offense of unlawful marketing of ephedrine or pseudoephedrine is a class E felony.

Section 215.1885 Distribution of controlled substance in violation of registration requirements — penalty.

1. A person commits the offense of distribution of a controlled substance in violation of registration requirements if he or she:
 - a. Is subject to the provisions of Sections 195.005 to 195.198, RSMo, and knowingly distributes or dispenses a controlled substance in violation of Section 195.030, RSMo;
 - b. Is a registrant, and knowingly distributes or dispenses a controlled substance ~~not authorized by that person's registration to another registrant or other authorized person;~~ or
 - c. Knowingly refuses or fails to make, keep or furnish any record, notification, order form, statement, invoice or information required under Section 195.050, RSMo.
2. The offense of distribution of a controlled substance in violation of registration requirements is a class E felony when the offense is a violation of subdivision (1) or (2) of subsection 1 of this section.
3. The offense of distribution of a controlled substance in violation of registration requirements is a class A misdemeanor when the offense is a violation of subdivision (3) of subsection 1 of this section.

Section 215.1890 Unlawful delivery of a controlled substance by manufacturer or distributor — penalty.

1. A manufacturer or distributor, or an employee of a manufacturer or distributor, commits the offense of unlawful delivery of a controlled substance when he or she knowingly delivers a controlled substance while acting recklessly as to whether the controlled substance will be used in violation of this chapter.
2. The offense of unlawful delivery of a controlled substance by a manufacturer or distributor is a class E felony.

Section 215.1895 Tampering with a prescription or a drug prescription order — penalty.

1. Any pharmacist licensed under Chapter 338, RSMo commits the offense of tampering with a prescription or a prescription drug order as defined in Section 338.095, RSMO if such person knowingly:
 - a. Causes the intentional adulteration of the concentration or chemical structure of a prescribed drug or drug therapy without the knowledge and consent of the prescribing practitioner; or
 - b. Misrepresents a misbranded, altered, or diluted prescription drug or drug therapy with the purpose of misleading the recipient or the administering person of the prescription drug or drug therapy; or
 - c. Sells a misbranded, altered, or diluted prescription drug therapy with the intention of misleading the purchaser.
2. The offense of tampering with a prescription drug order is a class A felony.

Section 215.1900 Possession of anhydrous ammonia — penalty.

1. A person commits the offense of possession of anhydrous ammonia in a nonapproved container if he or she possesses any quantity of anhydrous ammonia in a cylinder or other portable container that was not designed, fabricated, tested, constructed, marked and placarded in accordance with the United States Department of Transportation Hazardous Materials regulations contained in CFR 49 Parts 100 to 185, revised as of October 1, 2002, and approved for the storage and transportation of anhydrous ammonia, or any container that is not a tank truck, tank trailer, rail tank car, bulk storage tank, field (nurse) tank or field applicator.
2. Cylinder and other portable container valves and other fittings, or hoses attached thereto, used in anhydrous ammonia service shall be constructed of material resistant to anhydrous ammonia and shall not be constructed of brass, copper, silver, zinc, or other material subject to attack by ammonia. Each cylinder utilized for the storage and transportation of anhydrous ammonia shall be labeled, in a conspicuous location, with the words "ANHYDROUS AMMONIA" or "CAUTION: ANHYDROUS AMMONIA" and the UN number 1005 (UN 1005).

3. The offense of possession of anhydrous ammonia in a nonapproved container is a class E felony.

Section 215.1905 Inhalation or inducing others to inhale solvent fumes to cause certain reactions, prohibited — exceptions.

No person shall intentionally smell or inhale the fumes of any solvent, particularly toluol, amyl nitrite, butyl nitrite, cyclohexyl nitrite, ethyl nitrite, pentyl nitrite, and propyl nitrite and their iso-analogues or induce any other person to do so, for the purpose of causing a condition of, or inducing symptoms of, intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of senses or nervous system, or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes; except that this section shall not apply to the inhalation of any anesthesia for medical or dental purposes.

Section 215.1910 Inducing, or possession with intent to induce, symptoms by use of certain solvents and other substances, prohibited.

1. As used in this section, "alcohol beverage vaporizer" means any device which, by means of heat, a vibrating element, or any other method, is capable of producing a breathable mixture containing one or more alcoholic beverages to be dispensed for inhalation into the lungs via the nose or mouth or both.
2. No person shall intentionally or willfully induce the symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses or nervous system, distortion of audio, visual or mental processes by the use or abuse of any of the following substances:
 - a. Solvents, particularly toluol;
 - b. Ethyl alcohol;
 - c. Amyl nitrite and its iso-analogues;
 - d. Butyl nitrite and its iso-analogues;
 - e. Cyclohexyl nitrite and its iso-analogues;
 - f. Ethyl nitrite and its iso-analogues;
 - g. Pentyl nitrite and its iso-analogues; and
 - h. Propyl nitrite and its iso-analogues.
3. This section shall not apply to substances that have been approved by the United States Food and Drug Administration as therapeutic drug products or are contained in approved over-the-counter drug products or administered lawfully pursuant to the order of an authorized medical practitioner.

4. No person shall intentionally possess any solvent, particularly toluol, amyl nitrite, butyl nitrite, cyclohexyl nitrite, ethyl nitrite, pentyl nitrite, and propyl nitrite and their iso-analogues for the purpose of using it in the manner prohibited by Section 579.097, RSMo and this section.
5. No person shall possess or use an alcoholic beverage vaporizer.
6. Nothing in this section shall be construed to prohibit the legal consumption of intoxicating liquor, as defined by Section 311.020, RSMo, or nonintoxicating beer.

Section 215.1915 Possession or purchase of solvents to aid others in violations, prohibited — penalty.

1. No person shall intentionally possess or buy any solvent, particularly toluol, amyl nitrite, butyl nitrite, cyclohexyl nitrite, ethyl nitrite, pentyl nitrite, and propyl nitrite and their iso-analogues for the purpose of inducing or aiding any other person to violate the provisions of Section 579.097 and 579.099, RSMo.
2. Any person who violates any provision of Sections 579.097 to 579.101, RSMo is guilty of a class B misdemeanor for the first violation and a class E felony for any subsequent violations.

Section 215.1920 Selling or transferring solvents to cause certain symptoms, penalty — certain businesses prohibited from selling, penalty.

1. A person commits the offense of selling or transferring solvents to cause certain symptoms if he or she knowingly and intentionally sells or otherwise transfers possession of any solvent, particularly toluol, amyl nitrite, butyl nitrite, cyclohexyl nitrite, ethyl nitrite, pentyl nitrite, and propyl nitrite and their iso-analogues to any person for the purpose of causing a condition of, or inducing symptoms of, intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of senses or nervous system, or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes.
2. No person who owns or operates any business which receives over fifty percent of its gross annual income from the sale of alcoholic beverages or beer, or which operates as a venue for live entertainment performance or receives fifty percent of its gross annual income from the sale of recorded video entertainment, shall sell or offer for sale toluol, amyl nitrite, butyl nitrite, cyclohexyl nitrite, ethyl nitrite, pentyl nitrite, and propyl nitrite and their iso-analogues, or any toxic glue.
3. Violation of this section is a class D felony.

Section 215.1825 Keeping or maintaining a public nuisance — violation, penalty.

1. A person commits the offense of keeping or maintaining a public nuisance if he or she knowingly keeps or maintains:

- a. Any room, building, structure or inhabitable structure, as defined in Section 556.061, RSMo, which is used for the illegal manufacture, distribution, storage, or sale of any amount of a controlled substance, except thirty-five grams or less of marijuana or thirty-five grams or less of any synthetic cannabinoid; or
 - b. Any room, building, structure or inhabitable structure, as defined in Section 556.061, RSMo, where on three or more separate occasions within the period of a year, two or more persons, who were not residents of the room, building, structure, or inhabitable structure, gathered for the principal purpose of unlawfully ingesting, injecting, inhaling or using any amount of a controlled substance, except thirty-five grams or less of marijuana or thirty-five grams or less of any synthetic cannabinoid.
2. In addition to any other criminal prosecutions, the prosecuting attorney or circuit attorney may by information or indictment charge the owner or the occupant, or both the owner and the occupant of the room, building, structure, or inhabitable structure with the offense of keeping or maintaining a public nuisance.
 3. The offense of keeping or maintaining a public nuisance is a class E felony.
 4. Upon the conviction of the owner pursuant to this section, the room, building, structure, or inhabitable structure is subject to the provisions of Sections 513.600 to 513.645, RSMo.

Section 215.1830 Lawful possession, when — burden of proof of any exception or exemption upon defendant.

1. A person may lawfully possess or have under his or her control a controlled substance if he or she obtained the controlled substance directly from, or pursuant to, a valid prescription or practitioner's order issued in the course of a practitioner's professional practice or except as otherwise authorized by this chapter or Chapter 195, RSMo.
2. In any complaint, information, or indictment, and in any action or proceeding brought for the enforcement of any provision of this chapter or Chapter 195, RSMo., it shall not be necessary to negative any exception, excuse, proviso, or exemption, contained in this chapter or Chapter 195, RSMo., and the burden of proof of any such exception, excuse, proviso or exemption, shall be upon the defendant.

Section 215.1835 Possession of methamphetamine precursors — penalty.

1. A person commits the offense of possession of methamphetamine precursors if he or she knowingly possesses one or more chemicals listed in subsection 2 of Section 195.400, RSMo, reagents, solvents, or any other chemicals proven to be precursor ingredients of methamphetamine or amphetamine, as established by expert testimony, with the intent to manufacture, compound, convert, produce, process, prepare, test, or otherwise alter that chemical to create a controlled substance or a controlled substance analogue in violation of this chapter or Chapter 195, RSMo.

2. Possession of more than twenty-four grams of ephedrine or pseudoephedrine shall be prima facie evidence of intent to violate this section. This subsection shall not apply to any practitioner or to any product possessed in the course of a legitimate business.
3. The offense of possession of methamphetamine precursors is a class E felony.

Section 215.1840 Copy of suspicious transaction report for certain drugs to be submitted to chief law enforcement officer, when — suspicious transaction defined — penalty.

1. Any manufacturer or wholesaler who sells, transfers, or otherwise furnishes ephedrine, pseudoephedrine or phenylpropanolamine, or any of their salts, optical isomers and salts of optical isomers, alone or in a mixture, and is required by federal law to report any suspicious transaction to the United States attorney general, shall submit a copy of the report to the chief law enforcement official with jurisdiction before completion of the sale or as soon as practicable thereafter.
2. As used in this section, "**suspicious transaction**" means any sale or transfer required to be reported pursuant to 21 U.S.C. Section 830(b)(1).
3. The offense of failure to report suspicious transactions is a class E felony.

Section 215.1845 Distribution of prescription medication on school property — exceptions — penalty.

1. A person commits the offense of distribution of prescription medication on school property if he or she is less than twenty-one years of age and knowingly distributes upon the real property comprising a public or private elementary or secondary school or school bus a prescription medication to any individual who does not have a valid prescription for such medication. For purposes of this section, prescription medication shall not include medication containing a controlled substance, as defined in Section 195.010, RSMo.
2. The provisions of this section shall not apply to any person authorized to distribute a ~~prescription medication by any school personnel who are responsible for storing, maintaining, or dispensing any prescription medication under Chapter 338, RSMo.~~ This section shall not limit the use of any prescription medication by emergency personnel during an emergency situation.
3. The offense of distribution of prescription medication on school property is a class B misdemeanor for a first offense and a class A misdemeanor for any second or subsequent offense.

Section 215.1850 Possession of prescription medication on school property — exceptions — penalty.

1. A person commits the offense of possession of prescription medication on school property if he or she is less than twenty-one years of age and knowingly possesses upon the real property comprising a public or private elementary or secondary school or

school bus prescription medication without a valid prescription for such medication. For purposes of this section, prescription medication shall not include medication containing a controlled substance, as defined in Section 195.010, RSMo.

2. The provisions of this section shall not apply to any person authorized to possess a prescription medication by any school personnel who are responsible for storing, maintaining, or dispensing any prescription medication under Chapter 338, RSMo. This section shall not limit the use of any prescription medication by emergency personnel during an emergency situation.
3. The offense of possession of prescription medication on school property is a class C misdemeanor for a first offense and a class B misdemeanor for any second or subsequent offense.

Section 215.1855 Prior and persistent drug offenders, definitions, sentencing.

1. The following words or phrases as used in this chapter have the following meanings, unless the context otherwise requires:
 - a. **"Persistent drug offender"**, one who has been found guilty of two or more felony offenses of the laws of this state or of the United States, or any other state, territory or district relating to controlled substances;
 - b. **"Prior drug offender"**, one who has been found guilty of any felony offense of the laws of this state, or of the United States, or any other state, territory or district relating to controlled substances.
2. Prior findings of guilt shall be pleaded and proven in the same manner as required by Section 558.021, RSMo.
3. The court shall not instruct the jury as to the range of punishment or allow the jury, upon a finding of guilty, to assess and declare the punishment as part of its verdict in cases of prior drug offenders or persistent drug offenders.
4. The court shall sentence a person who has been found to be a prior drug offender and is found guilty of a class C, D, or E felony under this chapter to the authorized term of imprisonment for an offense one class higher than the offense for which the person was found guilty.
5. The court shall sentence a person who has been found to be a persistent drug offender and is found guilty of a class C, D, or E felony under this chapter to the authorized term of imprisonment for an offense two classes higher than the offense for which the person was found guilty. The court shall sentence a persistent drug offender who is found guilty of a class B felony under this chapter to the authorized term of imprisonment for a class A felony offense.

Section 215.1860 Arrest without warrant, when.

Any law enforcement officer of the state of Missouri, or of any political subdivision thereof, may, within the boundaries of the political entity from which he or she derives his or her authority, arrest without a warrant any person he or she sees violating or whom he or she has probable cause to believe has violated any provision of this chapter.

Section 215.1865 Burden of proof of any exception or exemption upon defendant.

1. It is not necessary for the state to negate any exemption or exception in this chapter or Chapter 195, RSMo. in any complaint, information, indictment, or other pleading or in any trial, hearing, or other proceeding under this chapter or Chapter 195, RSMo. The burden of producing evidence of any exemption or exception is upon the person claiming it.
2. In the absence of proof that a person is the duly authorized holder of an appropriate registration or order form issued under Chapter 195, RSMo., the person is presumed not to be the holder of the registration or form. The burden of producing evidence with respect to the registration or order form is upon such person claiming to be the authorized holder of the registration or form.

Section 215.1870 Authorized state, county or municipal officers, good faith immunity from criminal liability.

No criminal liability is imposed by this chapter upon any authorized state, county, or municipal officer, lawfully engaged in the enforcement of this chapter in good faith.

Section 215.1875 Alcoholic Beverage Prohibited in Arnold City Park During Arnold Days Celebration.

It shall be unlawful for any person or organization to bring alcoholic beverages or alcoholic containers into Arnold City park or to serve alcoholic beverages within Arnold City park during the days that are designated by the City Council as "Arnold Days Celebration." Notwithstanding the provisions of this Section to the contrary, alcoholic beverages may be served upon the premises of Arnold City park during the Arnold Days Celebration time period provided that written permission to sell alcoholic beverages has been granted by the City.

Section 215.1880 through Section 215.1895 (Reserved)''

SECTION 2: Unless a separate penalty is established in the provisions of Article XI (Offenses Concerning Drugs and Alcohol) of Chapter 215 as enacted by Section One of this Ordinance, any person convicted of violating the provisions of the newly-enacted Article XI (Offenses Concerning Drugs and Alcohol) of Chapter 215 shall be subject to punishment as provided in Chapter 100 of the Arnold Code of Ordinances.

SECTION 3: Nothing in this Ordinance, nor the adoption thereof, shall affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or right established or accruing, before the effective date of this Ordinance. No prosecution, proceeding, right, fine, or penalty instituted, created, given, secured or accrued under the Arnold Code of Ordinances, and particularly Article XI (Offenses Concerning Drugs and Alcohol) of Chapter 215, inclusive

thereof, which are hereby repealed by this Ordinance, shall be affected, released, or discharged but may be fully prosecuted and enforced as if the repealed provisions had continued in force, unless expressly provided otherwise or required by law.

SECTION 4: 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 5: 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 6: 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 _____, 2019.

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

MEETING DATE: September 11, 2019

TITLE: 2019-33 The Enclave at Strawberry Ridge Plat 2 (Record Plat)

DEPARTMENT: Community Development

PROJECT MANAGER: Christie Hull-Bettale, Community Development Engineer

REQUESTED ACTION: Ordinance approval

ATTACHMENTS: (1) Staff Report to Planning Commission; (2) Draft Ordinance

EXECUTIVE SUMMARY:

The purpose of the ordinance is for approval of a final Record Plat to divide the 5~2 family parcels into 10 separate lots that will contain attached villas. The remaining 2 lots are for single family homes. See Staff Report with "Exhibit A, The Enclave at Strawberry Ridge Plat 2". A draft ordinance is included with this summary.

REVIEW & ANALYSIS:

The Planning Commission held public meeting, no public was present to speak regarding the application. The proposed record plat substantially conforms to the requirements of RSMo 89.410 and the Subdivision Ordinance of the City of Arnold, Missouri, subject to the establishment of any required easements and conditions.

RECOMMENDATION:

Planning Commission, by a vote of 7 to 0, at its September 10, 2019 meeting, voted to recommend approval of the record plat subject to one condition as identified in the staff report.



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

APPLICATION NUMBER: 2019-33

APPLICATION NAME: Record Plat - Enclave at Strawberry Ridge

APPLICANT NAME: Larry Rolwes on behalf
of Jacob Mirowiz
Horizon View Development

PROPERTY OWNER NAME: Horizon View Development
11500 Olive Blvd Suite 240
St Louis MO 63141

APPLICANT'S REQUEST: The applicant is seeking approval of a Record Plat.

STREET ADDRESS: The Enclave at Strawberry Ridge

SITE LOCATION: Near the intersection of Strawberry Ridge Drive and Guardian Ct.

PARCEL ID: 02-7.0-36.0-1-001-006.02

NUMBER OF LOTS: Divide 5 Lots into 10 Lots

MEETING DATE: September 10, 2019

REPORT DATE: September 4, 2019

CASE MANAGER: Christie Hull-Bettale

RECOMMENDATION: **APPROVAL, with Condition**



City of Arnold

Ron Counts, Mayor

January 2, 2018

Jacob Mirowitz
Mirowitz Real Estate Inv.
11500 Olive Blvd. Ste. 240
Creve Coeur, MO 63141

Re: Revised Preliminary Plat – The Enclave at Strawberry Ridge

Dear Mr. Mirowitz:

On December 21, 2017, the Arnold City Council approved the Revised Preliminary Plat for the thirteen units and seven lots that are proposed for The Enclave at Strawberry Ridge. A copy of the signed ordinance is enclosed.

Your next step would be to submit (if you have not already):

- **Two sets of upgraded grading and improvement plans to City Engineer, Christie Hull-Bettale.**

If you have any questions, please contact this office.

Respectfully,

Jean Kienzle
Community Development Assistant

Cc: Fribis Engineering, Inc.
Igor Gusev
3520 Jeffco Blvd. Ste. 100
Arnold, MO 63010

EXHIBIT B (1/5)

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

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

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

**AN ORDINANCE APPROVING A PRELIMINARY PLAT TITLED
THE ENCLAVE AT STRAWBERRY RIDGE**

WHEREAS, the Planning Commission of the City of Arnold has reviewed a proposed preliminary plat and has submitted a report with findings and conditions of said preliminary plat titled "The Enclave at Strawberry Ridge" to the City Council; and

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

WHEREAS, the Council of the City of Arnold is required to review the preliminary plat and consider its approval;

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

Section 1. The City of Arnold hereby accepts and approves the preliminary plat titled "The Enclave at Strawberry Ridge." Said development is located on a 7.36-acre tract of land located at the terminus of Strawberry Ridge Drive.

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

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

Section 4. The preliminary plat identified as "The Enclave at Strawberry Ridge" shall be valid for a period of two (2) years from the date of its approval.

Section 5. The preliminary plat identified as "The Enclave at Strawberry Ridge" is subject to the conditions outlined in the Staff report to the City Council dated June 28, 2017 and as follows:

Conditions

1. Approval of this Ordinance and preliminary plat supersedes and voids the approved Ordinance 2668 Enclave at Strawberry Ridge preliminary plat
2. The plan shows retaining walls. To clarify ALL retaining walls require an easement or be located in common ground and maintenance agreement provided for or indicated in the indentures.
3. Condo Indentures must provide for legal review prior to record plat.
4. The landscaping plan, trees and plant species must conform to city regulations and the developer can work with staff in regard to the specific planting and location.
5. All Jefferson County grading easements, land disturbance approvals for the offsite land, as well as MoDNR permits, are needed prior to issuance of the City of Arnold Grading and Erosion Control permit.
6. Sanitary sewer and utilities permits, if any, are separate from this approval.

EXHIBIT B(2/5)

Section 6. General Development Conditions apply as follows:

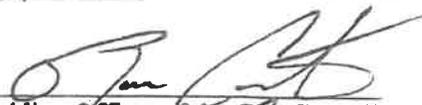
- a. A grading permit is required prior to any grading on the site.
- b. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as rye, shall be utilized to retard erosion.
- c. The petitioner shall be responsible for obtaining all necessary permits and approvals from the Missouri Department of Natural Resources, Public Water Supply District No. 1, American Water and Rock Community Fire Protection District as they relate to the development of this tract of land.
- d. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas is prohibited in order to eliminate the conditions whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- e. Failure to comply with any or all the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City Departments or Commissions.

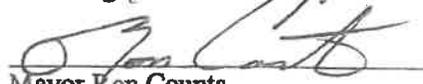
Section 7. The approval of the City Council under the hand and seal of the city shall be endorsed upon said plat.

Section 8. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

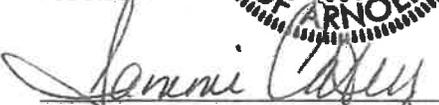
READ TWO TIMES, PASSED AND APPROVED THIS 21st DAY OF DECEMBER 2017.




Presiding officer of the City Council


Mayor Ron Counts

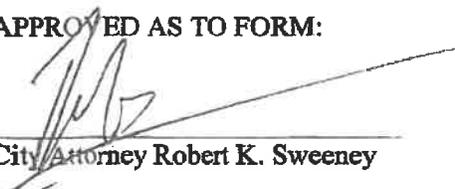
ATTEST:


City Clerk Tammi Casey

1st reading: 12/21/17

2nd reading: 12/21/17

APPROVED AS TO FORM:


City Attorney Robert K. Sweeney

December 13, 2017

Z:\CITYDOCS\ORDINANC\Ordinance 2682 REVISED Enclave at Strawberry Rdg Prelim Plat.doc

EXHIBIT B (3/5)



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

DESCRIPTION OF EXISTING SITE CONDITIONS

The approximately 7.36 acre tract is located at the back portion of Strawberry Ridge Subdivision near the intersection Strawberry Ridge Drive and Guardian Ct.

SITE HISTORY

The property has plat approval of 7 lots to contain 5 two-family homes and 2 single family homes. Subdivision improvements have been constructed. The infrastructure, streets, storm and utilities are available. The Preliminary Plan and ordinance approval dated December 21, 2017 is attached for reference, Exhibit B.

LOCATION MAP



REQUEST

The applicant is seeking approval of a final Record Plat to divide the 5~2 family parcels into 10 separate lots that will contain attached villas. The remaining 2 lots are for single family homes. See Exhibit A, The Enclave at Strawberry Ridge Plat 2.



REPORT TO PLANNING COMMISSION
CITY OF ARNOLD

ATTACHMENTS

SUPPLEMENTAL LETTERS, PLANS, PLATS, ETC.

**AN ORDINANCE APPROVING A RECORD PLAT TITLED
“THE ENCLAVE AT STRAWBERRY RIDGE PLAT 2”**

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

WHEREAS, the Planning Commission of the City of Arnold has reviewed the proposed record plat, held a public hearing and finds that the plat conforms to the duly enacted ordinances of the City related to subdivision of land and have submitted a report and recommendation for approval of said record plat titled “The Enclave at Strawberry Ridge Plat 2” to the City Council;

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

- SECTION 1.** The City of Arnold hereby accepts and approves the record plat titled “The Enclave at Strawberry Ridge Plat 2.” A copy of said plat is attached to this ordinance.
- SECTION 2.** The acceptance and approval of “The Enclave at Strawberry Ridge Plat 2” as presented to this City Council in no way relieves the developer of the responsibility of meeting the requirements of any other public or private entity having jurisdiction over such developments, or the requirements of the ordinances of the City of Arnold, Missouri.
- SECTION 3.** The acceptance and approval of “The Enclave at Strawberry Ridge Plat 2” as presented to this City Council is in no way an endorsement of said construction, development or layout, or an acceptance of any publicly dedicated improvements until said improvements have been properly inspected by the Community Development Department and accepted by the City Council as provided by ordinance.
- SECTION 4.** Within sixty (60) days after approval of the record plat identified as “The Enclave at Strawberry Ridge Plat 2” the approved plat shall be recorded with the Jefferson County Recorder of Deeds. In the event said record plat is not properly recorded, said plat approval shall expire in accordance with Section 36 of the City of Arnold Subdivision Ordinance.
- SECTION 5.** The approval of the City Council under the hand and seal of the City shall be endorsed upon said plat.
- SECTION 6.** This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

READ TWO TIMES, PASSED AND APPROVED ON THIS _____ DAY OF SEPTEMBER, 2019.

[SIGNATURES ON NEXT PAGE]

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

RESOLUTION NO. 19-50

A RESOLUTION APPROVING THE PURCHASE OF A 3-TON ASPHALT
RECYCLER AND HOT BOX SLIP-IN.

WHEREAS, the Fiscal Year 2020 Budget includes funds to purchase a 3-ton asphalt recycler and hot box slip-in; and

WHEREAS, the City of Arnold has obtained a quote for this equipment from the SourceWell cooperative purchasing organization;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that:

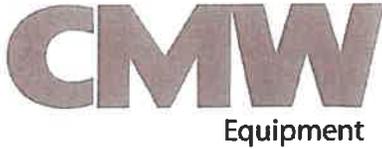
Section 1. The attached proposal for the purchase of a 3-ton asphalt recycler and hot box slip-in is hereby approved. The Mayor and/or City Administrator are authorized to execute any necessary documents to complete this transaction.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



8668 OLIVE BLVD.
ST. LOUIS, MO 63132
(314) 993-1336
FAX (314) 993-1467
www.cmw-equip.com

P.O.# 200046
OK Jeanette 9-10-19

DATE September 9, 2019

SOLD TO: City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010

SHIP TO: City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010

| QTY | DESCRIPTION | | | | | | | | | |
|-----------------|---|--------------------|-----------------------|--------------------|-----------------|--|-----------------|---------------|--|--------------------|
| 1 | <p>New Falcon 3-Ton Asphalt Recycler & Hot Box Slip-In with 12-volt battery, triple wall construction and fully insulated automatic temperature control. Diesel fuel source VIP technology – voltage indicator and protector controller automatically prevents burner(s) from operating below burner manufacture’s required voltage. One-piece, seamless ceramic combustion chamber independently certified 92% fuel efficiency. Slip-in frame- 2” x 6” x ½” with forklift pockets, shoveling apron, hydraulic loading and metering door (truck to supply hydraulic function) and battery charger package.</p> | | | | | | | | | |
| | <table> <tr> <td><i>Price</i></td> <td><i>FOB: Delivered</i></td> <td><i>\$26,549.00</i></td> </tr> <tr> <td><i>Freight:</i></td> <td></td> <td><i>\$875.00</i></td> </tr> <tr> <td><i>Total:</i></td> <td></td> <td><i>\$27,424.00</i></td> </tr> </table> | <i>Price</i> | <i>FOB: Delivered</i> | <i>\$26,549.00</i> | <i>Freight:</i> | | <i>\$875.00</i> | <i>Total:</i> | | <i>\$27,424.00</i> |
| <i>Price</i> | <i>FOB: Delivered</i> | <i>\$26,549.00</i> | | | | | | | | |
| <i>Freight:</i> | | <i>\$875.00</i> | | | | | | | | |
| <i>Total:</i> | | <i>\$27,424.00</i> | | | | | | | | |

SHIPMENT TO BE MADE: _____ **DATE OR AS SOON THEREAFTER AS POSSIBLE:** _____
VIA: Truck **FOB:** Delivered
PRICES DO NOT INCLUDE ANY APPLICABLE TAXES
TERMS: Net 10 days from date of invoice.

Twenty Seven Thousand Four Hundred Twenty-Four and 00/100 **DOLLARS (\$** 27,424.00 **)**
NON-REFUNDABLE DEPOSIT _____ **\$** _____

This order shall not be binding upon Cummings, McGowan & West Inc., DBA CMW Equipment ("Seller") until accepted by it and approved by an executive officer of the seller at St. Louis, Missouri. When so accepted and approved, it shall constitute a binding agreement upon the parties hereto and shall be a Missouri contract and all rights of the parties hereto shall be governed by the Laws of the State of Missouri. Notice of acceptance by seller to buyer is waived by buyer. This order and contract are not subject to cancellation by buyer.

ORDER TAKEN SUBJECT TO APPROVAL OF AN OFFICER OF CUMMINGS, MCGOWAN & WEST, INC. DBA CMW EQUIPMENT

Dave Underhill

BY _____ SALESMAN

ACCEPTED AT ST. LOUIS, MO.
CUMMINGS, MCGOWAN & WEST INC.
DBA CMW EQUIPMENT _____, 20 _____

BY _____

PURCHASER SIGN HERE
City of Arnold

STATE WHETHER CORP. PARTNERSHIP OR INDIVIDUAL

BY _____

TITLE _____

THE PROVISIONS, TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE EXPRESSLY MADE A PART OF THIS CONTRACT

RESOLUTION NO. 19-51

A RESOLUTION APPROVING THE PURCHASE OF A VACTOR 2100
FLUSHER/VACUUM TRUCK.

WHEREAS, the Fiscal Year 2020 Budget includes funds to purchase a flusher/vacuum truck; and

WHEREAS, the City of Arnold has obtained a quote for a Vactor 2100 flusher/vacuum truck from the SourceWell cooperative purchasing organization;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that:

Section 1. The attached proposal for the purchase of a Vactor 2100 flusher/vacuum truck is hereby approved. The Mayor and/or City Administrator are authorized to execute any necessary documents to complete this transaction.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

New Vector 2100
Flusher / Vacuum Truck

\$385,000.00

\$384,284.81 Standard Warranties

385,000.00

-384,284.81

\$715.91

Vector 2100 Extended Warranty

2 – yr. \$3,073.00

3 - yr. \$6,678.00

4 – yr. \$10,284.00

5 – yr. \$13,889.00

Freightliner Extended Warranty

5 – yr. \$7,533

Freightliner (FTL)



Run Smart™

Freightliner SD Vocational

| | |
|--|---|
| <i>Applicable Models:</i> | 108SD/114SD |
| <i>SD Vocational Coverage is only available for vehicles ordered with the following engines:</i> | Cummins B, C, or L |
| <i>SD Vocational Coverage is not available for vehicles in these vocations:</i> | Logging, Mining, Oil Field |
| Category Determinants | |
| Road Surface — most severe in-transit between sites | <30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil (Class C or D roads) ¹ |
| GCW | 92,000 lb/41 730 kg or less |
| Axles and Their Manufacturer's GVW Rating | |
| 2-axle unit | 46,000 lb/20 865 kg or less |
| 3-axle unit | 66,000 lb/29 937 kg or less |
| 4-axle unit | N/A |
| 5-axle unit | N/A |

¹Class C roads have a natural surface and may be either constructed or established over time by repeated passage of vehicles. The natural surface may be dirt, sand, or rock. A minimal amount of maintenance, if any at all, is limited primarily to spot surface grading to allow vehicle passage within the original road corridor. Class D roads are primitive roads that were not constructed but have been established over time by the passage of motor vehicles. These roads receive no maintenance or grading.

| Coverage² | | |
|---|-------------------|-----------------------|
| Description | Time ³ | Distance ³ |
| Basic Vehicle | 2 Years | Unlimited |
| Battery | 1 Year | 100,000 mi/161 000 km |
| Brightwork | 6 Months | Unlimited |
| Cab Corrosion/Perforation | 5 Years | Unlimited |
| Cab Structure | 5 Years | Unlimited |
| Corrosion | 6 Months | Unlimited |
| Crossmembers | 5 Years | Unlimited |
| Diesel Emission 2010⁴ | 5 Years | 100,000 mi/161 000 km |
| Frame Rails | 5 Years | Unlimited |
| GHG14⁵ (Medium Heavy Duty to Heavy Heavy Duty Trucks) | 5 Years | 100,000 mi/161 000 km |
| GHG14⁵ (Medium Heavy Duty to Heavy Heavy Duty Tractors) | 5 Years | 100,000 mi/161 000 km |
| GHG14⁵ Tire | 2 Years | 24,000 mi/38 400 km |
| Paint | 1 Year | 100,000 mi/161 000 km |
| Paint, Chassis | 6 Months | Unlimited |
| Front Axle⁶ | 2 Years | Unlimited |
| Rear Axle | 2 Years | Unlimited |
| Transfer Case | 2 Years | Unlimited |
| Transmission | 2 Years | Unlimited |
| Detroit Front Axle⁶ (File Direct) | | |
| Pre-Model Year 2011⁷ | 2 Years | Unlimited |
| Post-Model Year 2011⁸ | 3 Years | 300,000 mi/483 000 km |
| Detroit Rear Axle (File Direct) | | |
| Pre-Model Year 2011⁷ | 2 Years | Unlimited |

Warranty Statement & Warranty Coverage Descriptions follow on page three of this document.

The information provided in this document is for general information only and is not offered as customer's warranty.

Page 1 of 9

This coverage may be superseded without notification.

Effective: 8/14/2014

Copyright © Daimler Trucks North America LLC. All rights reserved. Daimler Trucks North America LLC is a Daimler company.

| | | |
|---|----------------|------------------------------|
| Post-Model Year 2011⁸ | 3 Years | 300,000 mi/483 000 km |
|---|----------------|------------------------------|

¹Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

³Time or distance, whichever comes first

⁴Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁵Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14...".

⁶Front Axle coverage is also applicable to gliders.

⁷Pre-Model Year 2011 Detroit Axle: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

⁸Heavy Duty – General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

Warranty Statement & Warranty Coverage Descriptions follow on page three of this document.

The information provided in this document is for general information only and is not offered as customer's warranty.

Page 2 of 9

This coverage may be superseded without notification.

Effective: 8/14/2014

Warranty Statement

1.1 New Vehicle Coverage

The following section outlines Company standard warranty coverages for all Company vehicles, apparatus or chassis or cabs sold by Daimler Trucks North America and domiciled in the USA (50 states and Washington, D.C.) and Canada. This information is also included in the Owner's Warranty Information Booklet.

See Warranty Coverage Descriptions for standard warranty coverages by make and model. Additional coverage may apply, verify actual coverages with your local dealership for specific vehicle warranty.

1.2 New Vehicle Limited Warranty

Under this New Vehicle Limited Warranty ("Warranty"), Company warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This limited warranty applies only to new vehicles sold by an authorized Daimler Trucks North America (DTNA) dealer or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

Daimler Trucks North America LLC reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.3 Limitations

This Warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER

WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period. During New Vehicle coverage, warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE

TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

1.6 Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

AERODYNAMIC WHEEL COVERS

Aerodynamic wheel covers are excluded from coverage under this Warranty

AIR SPRINGS

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

ALIGNMENT OF AXLES/WHEELS/STEERING

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

AXLE BREATHER VENTS

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

CAB INTERIOR COMPONENTS

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

CHROME SURFACES, ALUMINUM AND STAINLESS STEEL COMPONENTS

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

CLUTCH ADJUSTMENT

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

COMPETITION

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

CONSUMABLE PARTS

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000km) for all Daimler Trucks North America LLC vehicles except for Thomas Built Bus (TBB) bodies and chassis. TBB consumable parts are covered up to 30 days from date of in-service.

These items are:

- Antennas
- Ashtrays
- Belts
- Brake Linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas
- Light bulbs
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-dryer filter
- Trailer air hoses
- Trailer electrical cables

- Windshield washer nozzles
- Wiper arms and blades (TBB makes – wiper blades only)

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Filters (fuel, air, oil, water)
- Fluids (unless low due to a warrantable failure)
- Lubricant

CORROSION

A detailed list of exclusions for CORROSION is listed under Warranty Coverage Descriptions.

DAMAGE

The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

ENGINE

The engine, including all of its components as supplied by the engine manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

ENGINE BRAKES, AIR COMPRESSORS, AND OTHER PROPRIETARY ENGINE COMPONENTS

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob® Brake component must be filed directly to the engine manufacturer. Failures on non-proprietary engine components can be filed through DTNA.

EXHAUST SYSTEM CLAMPS

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

FIFTH WHEELS

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

GLASS, MIRRORS, LENS

Glass, mirror, or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

MISAPPLICATION OF VEHICLE

The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

MISCELLANEOUS EXPENSES

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (i.e., rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance (unless coverage is specifically stated in the applicable warranty coverage table)
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of dealer, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- -- Cost of emergency services

MODIFICATIONS TO ORIGINAL EQUIPMENT

Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or Customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If Dealers or Customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

PAINT

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company
- Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:
 - Underside of the hood, including the inside of the wheel wells
 - Underside of the roof-mounted air fairings
 - Underside of the exterior sun visor
 - Inside of the side-mounted air fairings
 - Inside of the bumper
 - Aftertreatment devices

Gloss

Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (identified in the Data Books) will not be covered under this Warranty.

SHIP LOOSE ITEMS AND COMPONENTS

During the manufacturing process, certain vehicle components are normally placed in the cab of the vehicle or strapped down to the chassis for security reasons. It is the Dealer's responsibility to mount these "ship loose" items in the correct location on the vehicle. Mounting of "ship loose" items will not be covered under warranty.

These items include, but may not be limited to, the following:

- Aerodynamic wheel covers
- Antennas
- Fire extinguishers
- Trailer air hoses
- Trailer electrical cables
- Winter fronts
- Tire inflation hoses
- Spare wheels/tires
- Chrome lug nut covers
- Driver's pouch
- Jacks

Daimler Trucks North America has established a Roof Fairing Removal program in order to reduce transport related damage. The Transporter will remove the fairing during the decking process and secure the fairing on the frame rail of the unit. Benefits for this program include fewer units towed in reverse and an overall improved delivery process.

Some units will continue to be received with the fairing collapsed. It is the Dealer's responsibility to mount these fairings correctly. Claims for mounting of these collapsed fairings will not be covered under warranty.

Those units received with the fairing removed, DTNA warranty will reimburse for the re-installation of the roof fairing prior to delivery to the end customer.

If vehicle is drop shipped directly to customer:

Transporter notifies customer that roof fairing has been removed for transport and arranges for re-installation prior to or at delivery.

- If customer has facilities for re-installation of roof fairings, then fairings will be re-installed at final delivery location.
- If customer does not have facilities to re-install fairings, transporter will arrange with nearest authorized DTNA dealership to have fairings re-installed and shuttle units to customer location at no additional cost to our customer.

TRANSMISSIONS

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

The Detroit DT-12 Transmission is not covered under this Warranty. Please see www.ddcsn.com for coverage details.

ROUTINE MAINTENANCE

Routing maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

INITIAL OPERATING PERIOD

The Initial Operating Period (IOP) for Daimler Trucks North America LLC vehicles is as follows:

| Make | Initial Operating Period |
|--|--|
| Freightliner, Sterling, Westem Star | Up to 15,000 miles/ 24 000 km |
| Freightliner Custom Chassis Corporation (FCCC) | Up to 25,000 miles/ 40 000 km |
| Thomas Built Bus (TBB) bodies and TBB chassis ^a | Up to 6 months from date of in-service |

^a. TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

See CONSUMABLE PARTS elsewhere in this section.

Exclusions from warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror

mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during or after the initial operating period.

- Claims for re-routing of electrical wiring, hoses, or lines which meet Daimler Trucks North America's routing standards will not be paid under warranty during or after the initial operating period.
- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, polishing exterior chromed or painted surfaces are considered as ordering-Dealer responsibilities. Claims for these activities will not be paid under warranty during or after the initial operating period.

TEST VEHICLES

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

TIRES AND TIRE BALANCING

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

1.7 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper warranty recognition, the ownership information should be updated in the Company system.

1.8 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

1.9 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

1.10 Owner's Responsibilities

It is the Owner's responsibility to ensure the vehicle is maintained as outlined in the Driver's/Operator's and Maintenance Manuals. It is important that the new Owner becomes familiar with the contents of the warranty information. When the Owner first receives the vehicle, Dealer should review the Owner's Warranty Information booklet with the Owner.

To initiate warranty, customer must complete and sign the Warranty Start Form (WAR275). Dealer must attach the Warranty Start Form to the Product Registration screen in OWL.

Coverage Descriptions

Axles

Coverage includes all factory-installed front axles; rear axles; steer axles; drive axles; tag axles; and pusher axles. Detroit axles are warranted directly through Detroit. *Excludes any axle installed by a dealer or body builder.*

Detroit Axle(s)

All warranty inquiries and claims are filed directly to Detroit Axles. Please see www.ddcsn.com for specific coverage details.

Drive Axle(s)

Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

Front Axle(s)

Coverage is for non-Detroit front axle(s) only. Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpin bearings, and steering arms. *Excludes tag axle(s), pusher axle(s), wheel end equipment, steering linkage components, driveline(s), U-joints, and kingpin bushings/kingpin seals.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Rear Axle(s)

Coverage is for non-Detroit rear axle(s) only. Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes tag axle(s), pusher axle(s), suspension and torque rod brackets, wheel end equipment, wiring yokes, driveline(s), U-joints, and attaching hardware.*

Steer Axle(s)

Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, kingpin bushings, and king pin seals.*

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Battery

Coverage includes Alliance Brand Batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed APU battery assemblies. *Excludes non-*

Alliance Brand batteries, battery cables, battery mounting box and hardware.

Basic Chassis

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty or by special agreement or described as having a different time, or distance or hours, or listed separately on each new vehicle warranty coverage chart.

Basic Vehicle

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time or distance, or listed separately on each new vehicle warranty coverage chart.

Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage backside of bumpers, and concealed or inner surfaces.*

Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box (if applicable) due to corrosion from within. *Excludes all conditions of rust or corrosion that has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes (if applicable), sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

Corrosion

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty.

Exclusions to corrosion warranty include, but are not limited to, the following:

- *Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)*
- *Surface rust caused by chips or scratches in the paint or chrome surfaces*
- *Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds*
- *Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface.*

- *Corrosion caused by acid rain or other industrial fallout*
- *Corrosion due to improper prevention measures during storage or use*
- *Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)*
- *Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature*
- *Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance*

Cowl Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.*

Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items regardless if attached with conventional or huck bolts.*

GHG14*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped so as to conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration Standards greenhouse gas and fuel efficiency standards, and (2) free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for all vehicle emission control items listed below.

*Coverage name/description may vary, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

GHG14 Tire*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped with tires that conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration greenhouse gas and fuel efficiency standards, and (2) those tires are free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for a period of 2 years or 24,000 miles, whichever occurs first. Claims for failures under this coverage are filed directly to the tire manufacturer.

*Coverage name/description may vary, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

Glider

An incomplete vehicle which may be ordered with or without engine and/or major drivetrain components; warranty coverage includes all components as specified in the specific build specification.

Hybrid Transmission – Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior for repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the PDCs due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, DC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please reference Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

Off Road On-Site Assistance

Coverage is exclusively available for off road vehicles that are prohibited from use on public streets. If this coverage is provided, it will be specifically included in the coverage table as a separate category. Coverage includes on-site assistance and/or equipment transportation to the nearest authorized repairing location for a Daimler Trucks North America LLC warrantable repair.

Paint (Body, Cab, & Cowl)

Paint coverage *excludes lack-of gloss issues on vehicles painted with low gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

Body Paint

Coverage includes all factory-painted exterior body surfaces. Warranted against orange peel; peeling/delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Paint, Chassis (Chassis Paint)

Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. *Excludes U-joints and any damages to the paint or painted surface such as chips and scratches.*

Towing/Roadside Assistance

Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

Transmission

Coverage does not include Allison transmissions, Detroit transmissions, or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, gauge senders, yoke(s), clutch assemblies, clutch and clutch control components including clutch brake, driveline(s), and U-joints.*

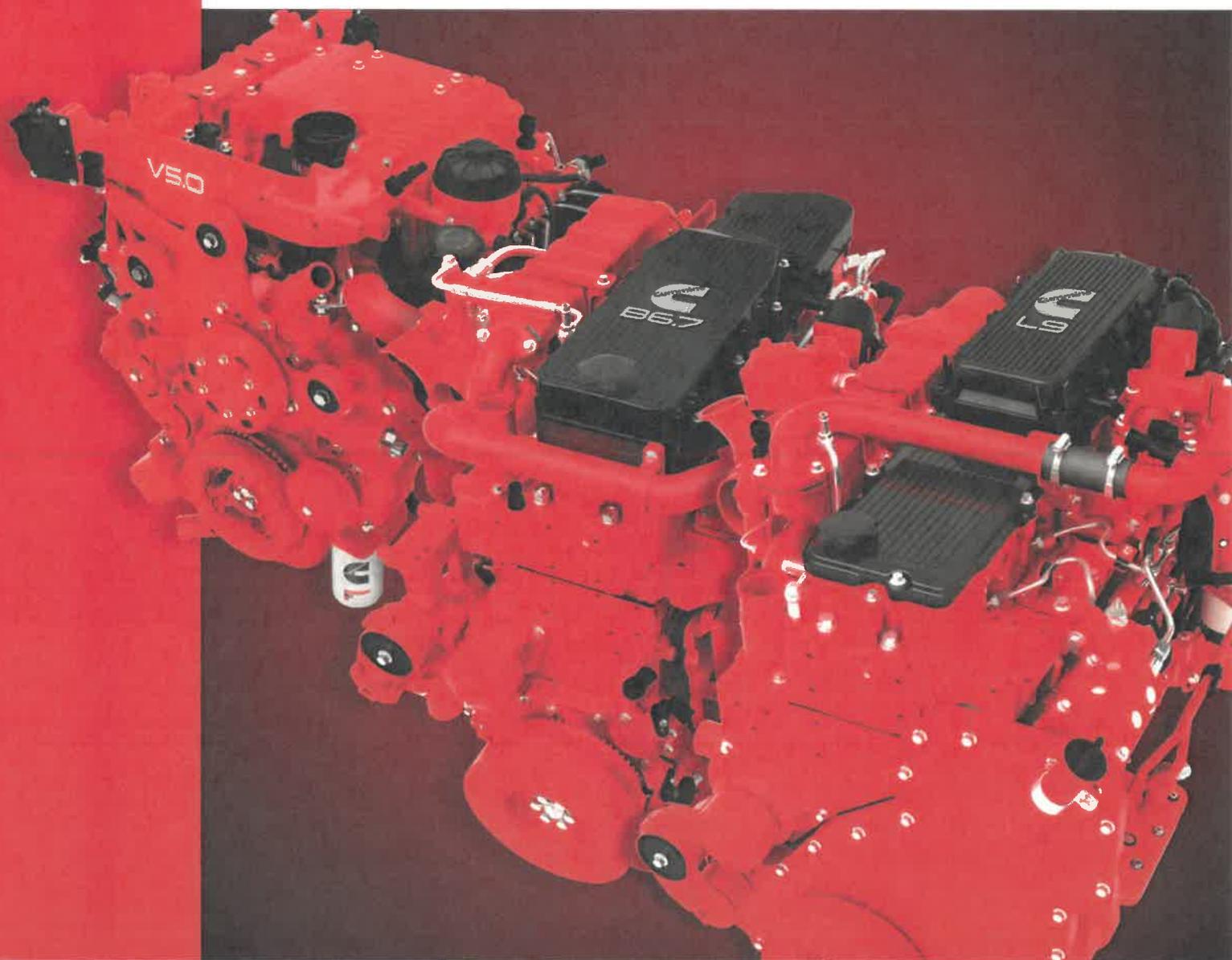
Wheel End Equipment

Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjustors, and attaching hardware.



Every™ Coverage.

North American Truck Coverages
For 2017 L9™, B6.7™ And V5.0™ Engines.



Every™ Confidence.

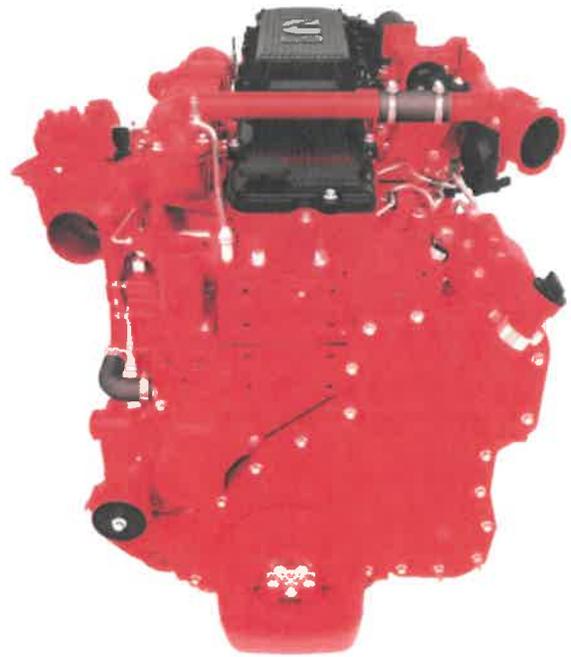
You can have confidence knowing that your Cummins 2017 engine is backed by the total coverage of Cummins Base Warranty and Extended Coverage plans.

Every major component, from the air handling to the exhaust aftertreatment* – including those in the Single Module™ aftertreatment system and Cummins Aftertreatment System – is included under the Base Warranty.

In addition to the Base Warranty, Cummins offers a selection of Extended Coverage plans that provide extra protection for your business against major unexpected repair expenses. These protection plans provide financial peace of mind, insuring you against unforeseen expenses for years to come. And they can be included in the financing of your new truck for just dollars a day.

Cummins Extended Coverage plans are honored at all authorized Cummins service locations and backed by Cummins Care. No matter where your business takes you, you've always got a Cummins-authorized service facility nearby, with over 3,500 locations in North America. So you can be assured that every contingency is covered. Best of all, those facilities will handle every bit of paperwork associated with your warranty repair.

*Does not include air cleaner, intake pipes, exhaust pipes or mounting hardware.



L9 Base Warranty.

The L9 Base Warranty is good for 2 years/250,000 miles (402,336 km), whichever occurs first, and includes virtually everything at no additional cost:

2-Year/250,000-Mile (402,336 km) Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the first year)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.

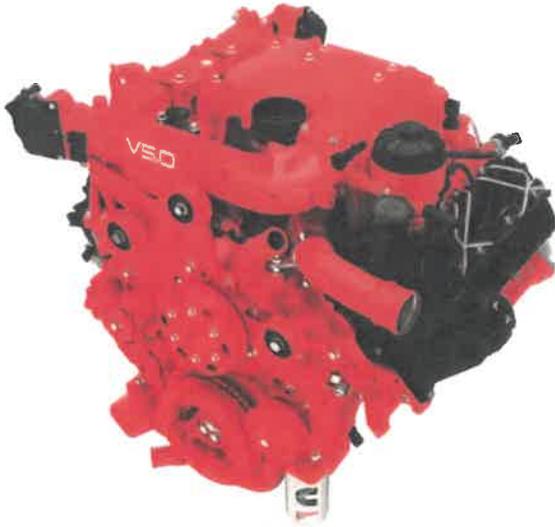
B6.7 Base Warranty.

As part of Cummins commitment to add value for our customers, we've increased the Base Warranty for the market-leading B6.7 by 50 percent in 2017, from 2 years/unlimited mileage to 3 years/unlimited mileage.

3-Year/Unlimited-Mileage Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the duration of the 3-year Base Warranty)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.



V5.0 Base Warranty

Base Warranty coverage on the Cummins V5.0 extends 2 years from the date of delivery to the first user, with no restrictions on mileage.

2-Year/Unlimited-Mileage Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the first year)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.



Extended Coverage Means Added Security.

A Cummins Protection Plan is the most important travel insurance you can buy. Not only will it protect your business from unexpected expenses, but it will also ensure that you'll always get quality Cummins parts and professional Cummins service. There are two plans to choose from for L9 and B6.7 engines.

Protection Plan 1

Security is knowing that you are protected by comprehensive coverage, with options ranging from 3 to 6 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

- Internal components and major engine systems including the turbocharger, water pump and fuel injectors and – new for EPA/GHG 2017 – the flywheel, wiring harness, front gear housing and thermostat
- Registered parts and labor on covered failures

Protection Plan 2

Cummins Protection Plan 2 covers you against major repair costs down the road, with registered parts and labor on internal components and – new for EPA/GHG 2017 – the water pump, with your choice of long-term options from 3 to 7 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

- Internal components, major components and major engine systems, including cooled Exhaust Gas Recirculation (EGR) major components
- Registered parts and labor on covered failures

Aftertreatment Extended Coverage†

Extended coverage is also available for your Single Module aftertreatment system or Cummins Aftertreatment System. Options range from 3 to 5 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

The coverage includes Cummins-supplied aftertreatment components, including:

- Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF) and Selective Catalytic Reduction (SCR) assemblies
- Diesel Exhaust Fluid (DEF) dosing system
- Ammonia sensor

†Protection Plan 1 EPA 2017 of equal duration is required prior to the purchase of the Aftertreatment Extended Coverage.

2017 L9 and B6.7 Extended Coverage Terms*

| | | | |
|---|---|--|--|
| SCR Assembly | Aftertreatment Extended Coverage** | | |
| Decomposition Reactor | | | |
| Mid-Bed Ammonia Sensor | | | |
| DPF Assembly | | | |
| Fuel Pump | | | |
| Air Compressor | | | |
| Select Engine Sensors | | | |
| Turbo | | | |
| Fuel Injectors | | | |
| Flywheel | | | |
| Wiring Harness | | | |
| Front Gear Housing | | | |
| Thermostat | | | |
| Water Pump | | | |
| EGR Cooler, EGR Valve, EGR Mixer | | | |
| Cylinder Head Assembly | | | |
| ECM | | | |
| Pistons, Rings and Liners | | | |
| Lube Oil Cooler Assembly | | | |
| Cylinder Block Assembly | | | |
| Crankshaft Assemblies | | | |
| Front Gear Cover | | | |
| Oil Pan | | | |
| Connecting Rod Assembly | | | |
| Lube Pump Assembly | | | |
| Camshaft Assembly and Bushings | | | |
| Brake Housing, Bushings, Rocker Levers, Roller Pin, Roller, Crosshead Pin, Crosshead, Including Mounting Hardware and Gaskets | | | |
| Engine Cylinder Block Casting | | | |
| Engine Main Bearing Bolts | | | |
| Engine Cylinder Head Casting | | | |
| Engine Cylinder Head Capscrews | | | |
| Engine Crankshaft Forging | | | |
| Engine Camshaft Forging | | | |
| Cam Follower Housing | | | |
| Cam Follower Assemblies | | | |
| Engine Connecting Rods and Caps | | | |
| Engine Connecting Rod Bolts | | | |
| Intake Manifold Castings | | | |
| Rocker Lever Housings | | | |
| Rocker Lever Assembly | | | |
| Gear Train Gears | | | |
| | | Protection Plan 1 | |
| | | Options are available up to 6 years or up to 300,000 miles (482,803 km)* | Protection Plan 2 |
| | | | Options are available up to 7 years or up to 300,000 miles (482,803 km)* |

*Terms and conditions are subject to change. Mileage range options may vary by engine and length of coverage.

**Protection Plan 1 EPA 2017 of equal duration is required prior to the purchase of the Aftertreatment Extended Coverage.



Leave Every Detail To Us.

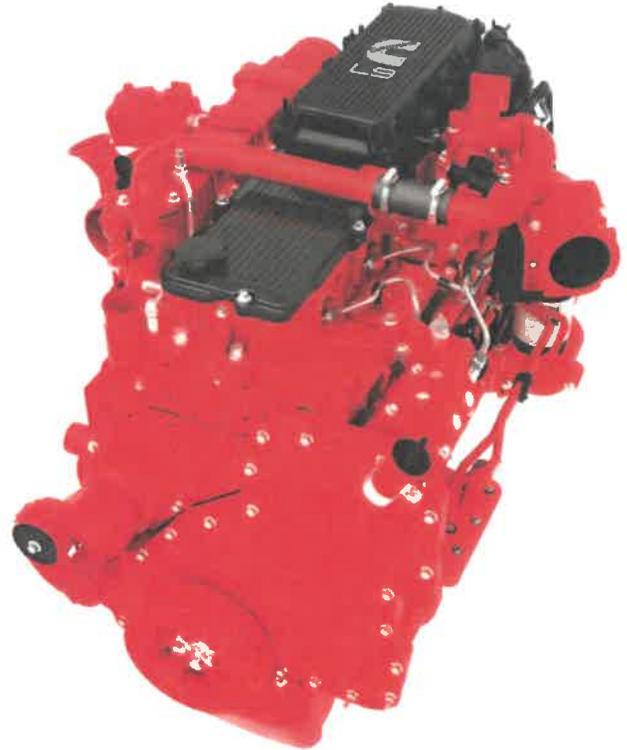
For complete coverage details, including pricing, contact your local Cummins distributor or OEM dealer.

Ordering Cummins Extended Coverage is easy. Your local Cummins distributor or dealer can handle it for you when you buy your new L9- or B6.7-powered truck, and include it in your financing, or you can buy it separately later on for up to 18 months after your engine purchase*.

If you experience a service need during the coverage period, call Cummins Care toll-free at 1-800-CUMMINS™ (1-800-286-6467). Our Cummins Care representatives are standing by, every hour of every day, and they will check with nearby authorized Cummins distributors and dealers to locate a facility with an available technician and the right diagnostic tools to handle your equipment repair. Your Cummins representative will help get you to the nearest available location – with 3,500 authorized locations, there's sure to be one close by.

Simply show the servicing distributor/dealer your Extended Coverage certificate, and he or she will handle all the necessary paperwork and repairs to get you back on the road as quickly as possible.

*After 12 months, a small administrative fee may be applied.





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LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jettors

10 years against water tank leakage due to corrosion.
nonMettalic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jettors

2 years - VactorRodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

| | | |
|---|--------------|--|
| 1 | LOGO-APPL. | Vactor/Guzzler Logos - Applied |
| 1 | 500655B-30 | Vactor Standard Manual and USB Version - 1 + Dealer |
| 1 | Chassis- Mod | Chassis Modifications Charges |
| 1 | PAFS370A-E | Supplied Chassis, Single Axle, 2020 Freightliner 114SD SBA, 370 HP, Auto, 46,000 GVWR, GHG |

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Rear Door Stripe Color - Blue

(1) WGR-1-PKG Warthog Magnum, 80GPM@2,500PSI

(1) TMHR-1 Top Hole Roller

Total Delivered Price*

| | |
|--|----------------------|
| Sales price with delivery and training: | \$302,657.26 |
| 2020 Freightliner 4x2 SBA 114SD Chassis: | \$96,815.00 |
| Less Sourcewell Member #17912 Discount, Contract #122017-FSC: | (\$15,187.45) |
| Total: | \$384,284.81 |

Price includes delivery, on-site operator training, and factory training class admission.

Title, and license are in addition to the unit price.

Price valid until November 30th, 2019.

Payment Terms: NET

***Proposal Notes:**

- Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
- Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order.
- All prices quoted are in US Dollars unless otherwise noted.
- Vactor Extended Warranty (Excludes Wear Items): 2 Year - \$3,073.00, 3 Year - \$6,678.00, 4 Year - \$10,284.00, 5 Year - \$13,889.00
- Freightliner Extended Warranty: 5 Year - Towing \$800.00, Engine \$1,550.00, Aftertreatment \$540.00, Bumper to Bumper (TC4 coverage) \$4065.00, Transmission \$578.00.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

Customer

Customer Representative

Date

Coe Equipment, Inc.

Company

Matt Freeze

Company Representative: David Brockman

September 10th, 2019

Date