

City of Arnold, Missouri

Public Hearing
Council Chamber

February 16, 2017
7:00 p.m.

- A. 2016-18, Minor Record Plat and Variance Request 2162 Francis Drive.

City Council

Immediately Following the Public Hearing

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: TBD
3. Roll Call
4. Business from the Floor:
5. Consent Agenda
 - A. Minutes from **February 2, 2017.**
 - B. Payroll Warrant **#1257 in the Amount of \$269,005.43**
 - C. General Warrant **#5684 in the Amount of \$1,002,418.85**
6. Ordinances:
 - A. **Bill No. 2656:** An Ordinance Approving a Record Plat Titled "Brissette Acres Lot 7".
7. Resolutions:
 - A. **Resolution No. 17-05:** A Resolution Approving a Three Year Proposal From Gateway Fireworks.
8. Motion

None
9. Reports from Mayor, Council, and Committees:
10. Administrative Reports
11. Adjournment

Next Regular City Council Meeting March 2, 2017 7:00 p.m.
Next Work Session March 9, 2017 at 7:00 p.m.

February 10, 2017
Z:\CITYDOCS\AGENDA\COUNCIL\2017 Agenda\20170216.doc

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

The Pledge of Allegiance was recited.

Robert Wilde from First Baptist Church of Arnold offered the opening prayer.

Those present per roll call taken by Deputy City Clerk Sharon Ratliff: Mayor Ron Counts, McArthur, Cooley, Plunk, Fulbright (excused), Owens, Amato, Sullivan (excused), Fleischmann, Richison, Holden, Sweeney, Boone, Blattner, Kroupa (excused) and Chief Shockey.

SPECIAL PRESENTATIONS

Detective Omar Ruiz and Fire Chief Jeff Broombaugh of Rock Community Fire District presented Vince and Cristina Fels with a Disaster Kit for a family of four. They were the winners of the Code Red contest that was held in November 2016. The contest was to encourage residents to be more prepared during an emergency situation. Detective Ruiz also informed the council that the city of Arnold is now a Weather Ready Nation Ambassador. This program provides information to residents that will help them prepare for an emergency or disaster, such as the importance of having a disaster kit that will last for 72 hours.

Chief Shockey reminded everyone of the incident on Plaza Drive that occurred on November 4, 2016 when a subject shot two officers and injured a third officer while he was taking the subject into custody.

Mayor Counts presented the Mayor's Appreciation Award to Police Officer John Palme, Police Officer Michael Mantler, Corporal Jason Gorenstein and Detective Douglas Bequette. Mayor Counts thanked these gentlemen for their bravery on behalf of himself and the residents of Arnold. Mayor Counts thanked all of the officers in the City of Arnold for their bravery and courage in keeping the city safe.

Chief Shockey presented Detective Bequette, Corporal Gorenstein and Officer Palme with the Purple Heart Award for injuries sustained in the line of duty during the November 4, 2016 incident.

BUSINESS FROM THE FLOOR

NONE

CONSENT AGENDA

- A. MINUTES FROM THE JANUARY 19, 2017 MEETING
- B. PAYROLL WARRANT NO. 1256 IN THE AMOUNT OF \$303,725.06
- C. GENERAL WARRANT NO. 5683 IN THE AMOUNT OF \$473,797.41

Butch Cooley made a motion and so moved to approve the consent agenda.
Seconded by Gary Plunk. Roll call vote: McArthur, yes; Cooley, yes; Plunk, yes; Fulbright, (excused); Owens, yes; Amato, yes; Sullivan, (excused); Fleischmann, yes; 6
Yeas: **Consent agenda approved.**

RESOLUTIONS

RESOLUTION NO. 17-04 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH M&R LANDSCAPING LLC FOR GRASS CUTTING FOR 2017

EJ Fleischmann made a motion and so moved to approve Resolution No. 17-04.
Seconded by Gary Plunk. Roll call vote: McArthur, yes; Cooley, yes; Plunk, yes; Fulbright (excused); Owens, yes; Amato, yes; Sullivan (excused); Fleischmann, yes; 6
Yeas: **Resolution passed.**

MOTIONS

NONE

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Butch Cooley – Ward 4 – Mr. Cooley stated that he has received several calls informing him that children have almost been hit on Lonedell Road and he believes there is a need for sidewalks at that location. He would like to see some work done on the traffic generation assessment for that area. Mr. Richison informed council that he and Mary Holden have already discussed this and it will be on the agenda for the May Work Session.

Phil Amato – Ward 3 – Informed council that Mickey Gilley is coming to Rickman Auditorium on February 11, 2017 and is being sponsored by The Tourism Commission. The Tourism Commission is also sponsoring the Pony Bird Fundraiser that is the equivalent to the Taste of Arnold. This event will be held at the Arnold Eagles on March 25, 2017.

ADMINISTRATIVE REPORTS

Chief Shockey – Informed council that an Arnold Police Officer, who is also assigned to Homeland Security, has had a drug K9 dog purchased for him. Homeland Security wants him to begin using the dog at the airport and bus station. The Finance Department wanted to be sure he mentioned this to council due to the fact that the City pays the costs up front and will then be reimbursed by Homeland Security.

Bryan Richison – Reminded council that next weeks' Work Session has been rescheduled for Wednesday, February 8th.

Mary Holden – Informed council that in order to update and adopt the most recent building codes it is required that we provide a 90 day open review and comment period. This began in December 2016. The updated building code will then be ready to be given to council at the end of March.

Ed Blattner - Informed the council the spring curbside chipping program will begin on March 20th. Mr. Blattner stated that work on the Pomme Road Existing Storm Sewer Replacement project is going well and we have incurred approximately \$3,500 in change orders due to unforeseen conditions.

A motion to adjourn the meeting was made by EJ Fleischmann. Seconded by Brian McArthur. Voice vote: All yeas.

Meeting adjourned at 7:19 p.m.



Deputy City Clerk Sharon Ratliff, MRCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 2/2/2017

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO. 17-04			
COUNCIL MEMBERS:							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES			
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES			
COUNCIL:	GARY PLUNK	PRESENT	YES	YES			
COUNCIL:	JASON FULBRIGHT	EXCUSED	EXCUSED	EXCUSED			
COUNCIL:	DAVID OWENS	PRESENT	YES	YES			
COUNCIL:	PHIL AMATO	PRESENT	YES	YES			
COUNCIL:	VERN SULLIVAN	EXCUSED	EXCUSED	EXCUSED			
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES			
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	SUSIE BOONE			PRESENT
DEPUTY CITY CLERK	SHARON RATLIFF	PRESENT	PUBLIC WORKS:	ED BLATTNER			PRESENT
COM DEV	MARY HOLDEN	PRESENT	TREASURER:	DAN KROUPA			EXCUSED
CITY ATTORNEY	BOB SWEENEY	PRESENT	POLICE DEPT.	CHIEF SHOCKEY			PRESENT

The Work Session date was changed from Thursday, 2/9/2017 to Wednesday, 2/8/2017.

Mayor Ron Counts called the meeting to order at 7:00 p.m. Those in attendance as noted by City Clerk Tammi Casey; Mayor Counts, McArthur, Cooley (excused), Plunk, Fulbright, Owens, Amato, Sullivan, Fleischmann, Richison, Holden, Sweeney, Boone (excused), Blattner, Kroupa and Chief Shockey.

JEFFERSON COUNTY LIBRARY TAX LEVY DISCUSSION

Pam Klipsch, Director for the Jefferson County Library, spoke regarding "Prop 8¢ for the library". They will be placing this issue on the ballot at the April 4, 2017 election. She informed council that the current tax levy of 20¢ has been the same for the last 27 years and tax revenues have remained flat for the last eight years. In 1992, the first full year the library operated, they had 22,000-24,000 registered users, currently that number has risen to over 56,000. The average cost of a new hardbound book in 1989 was \$13.25, in 2016 the cost rose to \$27.00 per book. There is also the issue of technology. When the tax levy was originally set there were no internet or Wi-Fi provisions needed in the running of the library. They must be able to provide current technology to their users. The library has also not given any type of salary increase since 2006 and they are currently paying well under the average for library employees. Ms. Klipsch also provided informational flyers to council.

AGING AND DISABILITIES – CARE TRAK PROGRAM

Bill Knittig, Chair for the Arnold Commission on Aging and Disabilities, spoke to council regarding a program they are considering called "Care Trak" and is asking the council for guidance. The program would be available for any city resident who is disabled, has Alzheimer's, Dementia, Autism or individuals with a history of running off or orientation confusion due to mental/cognitive delays. They would be given a tracking device much like a watch or Fitbit, which would be issued to them by the Arnold Police Department. If the resident were lost or ran off the police department would be notified and would be able to track the resident's location. This program has been in existence since 1986 and in that time 100% of people wearing this device have been located. There are three areas of cost for this particular program which are; \$5,000 for the emergency response team package (which includes training and equipment for the police department), \$300 for each transmitter and \$36 per year for battery replacements of the device. Chief Shockey stated that he briefly looked into this program and believes there may be a more cost effective and updated program available and offered to assign an officer to research the issue. The Care Trak program is over 20 years old. Newer programs offer mobile GPS options that may not only be more cost effective, but provide better service and further distance tracking options. Discussion followed by council. Mayor Counts asked Chief Shockey to assign an officer to research the matter and bring it back to a future work session.

BACKYARD CHICKENS

Mary Holden provided council with a very preliminary draft of staff suggested changes to the current city ordinance for keeping backyard chickens. This includes, for example, changing the required property size from 1 acre to ½ acre, regulations regarding placement and size of coops along with the number of chickens allowed. The possible changes were discussed by council. Vern Sullivan asked for clarification on home owners associations' rules and indentures. Bob Sweeney assured him that if there are subdivision indentures restricting the keeping of backyard chickens, it would be up to the home owners association to police it, not the City. Bryan Richison informed council that if they have specific issues or any other suggestions as to how the updated ordinance should read to please e-mail Mary Holden so that she may include them in the ordinance. After revisions are made to the bill it will be brought forward to a council meeting for a vote.

Vern Sullivan made a motion and so moved to adjourn the meeting. Seconded by EJ Fleischmann.

Voice vote: All yeas.

Meeting adjourned at 8:01 p.m.


City Clerk Tammi Casey, MRCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: WORK SESSION

DATE: 2/8/2017

PAGE: 1

BILL NO - RESOLUTION - MOTION

		IN ATTENDANCE					
COUNCIL MEMBERS:							
MAYOR	<u>RON COUNTS</u>	PRESENT					
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT					
COUNCIL:	<u>BUTCH COOLEY</u>	EXCUSED					
COUNCIL:	<u>GARY PLUNK</u>	PRESENT					
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT					
COUNCIL:	<u>DAVID OWENS</u>	PRESENT					
COUNCIL:	<u>PHIL AMATO</u>	PRESENT					
COUNCIL:	<u>VERN SULLIVAN</u>	PRESENT					
COUNCIL:	<u>EJ FLEISCHMANN</u>	PRESENT					
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	SUSIE BOONE			EXCUSED
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	ED BLATTNER			PRESENT
COM DEV	MARY HOLDEN	PRESENT	TREASURER:	DAN KROUPA			PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT	POLICE DEPT.	CHIEF SHOCKEY			PRESENT

CITY OF ARNOLD CITY COUNCIL, FEBRUARY 16, 2017 MEETING

TO: THE MAYOR AND CITY COUNCIL
FROM: MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 2016-18, MINOR RECORD PLAT AND VARIANCE REQUEST, 2162 FRANCIS DRIVE, PLANNING COMMISSION RECOMMENDATION
DATE: FEBRUARY 8, 2017
CC:

Request

Mr. Bandev Nawaz has submitted for approval of a minor record plat and variance request to subdivide his property into two lots at 2162 Francis Drive. Attached is the application, written responses to the criteria used to review a variance request, supporting documentation, the plan and aerial of the site.

This application was reviewed and action taken at the last meeting. In preparing for the Board of Adjustment, it was discovered that variances to the Subdivision Codes (except building line variances) are heard and granted by the Planning Commission. As a result, this application and request must be processed as prescribed by our Codes and is before you for review and action.

Summary of the December 13, 2106 Planning Commission Meeting and Recommendation

The Planning Commission held a public hearing and considered this request at their December 13, 2016 meeting. During the public hearing one person spoke against the proposed minor record citing their concerns of the lots being smaller, Francis Dr. being private and traffic congestion. During the regular meeting, a few Commissioners expressed concern about the lot size even though it meets the Zone District regulations. The commission then voted 6-4 to forward a recommendation of approval fo the minor record plat and variance with the below conditions”

1. Subdivision of land requires sidewalk along the frontage or contribution in lieu of construction of these sidewalks.
2. The power to a future residence is undergrounded.
3. The variance is granted based on the following finding: The variance will not in any manner vary the provisions of the zoning ordinance, Comprehensive Plan, or major street plan.

Analysis

The property is zoned R-5 requiring a minimum of 8,000 square foot lots. Proposed Lot 7A is 10,585 square feet and proposed lot 7B is 17,690 square feet.

Our Subdivision Code requires a minimum lot width of 75 feet for lots containing 10,000 but less than 15,000 square feet.

Proposed Lot 7B is 10,585 square feet and a 75-foot lot frontage is required. It only has 73 feet. The applicant has provided written responses and supporting information and attached to this report. Below are the criteria for review.

Section 410.170 Variances and Exceptions.

[R.O. 2013 App. A §12; Ord. No. 8.120 (Bill No. 421) §12, 10-9-1978]

A. General. Where the Commission finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations, it may approve variances or exceptions to these subdivision regulations so that substantial justice may be done and the public interest secured, provided that such variance or exception shall not have the effect of nullifying the intent and purpose of these regulations; and further provided, the Commission shall not grant variances unless it shall make findings based upon the evidence presented to it in each specific case that:

1. The granting of the variance will not be detrimental to the public safety, health or welfare or injurious to other property or improvements in the neighborhood in which the property is located;

2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not applicable generally to other property;

3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out;

4. The variance will not in any manner vary the provisions of the zoning ordinance, Comprehensive Plan, or major street plan.

The minor record plat indicates a 7.5-foot road dedication strip since Francis Drive is 25 feet wide and a 40 foot right of way is needed.

There is a power pole located on the southern front portion of lot 7A and Staff questions how construction will take place on the proposed lot with the pole in this location. We are recommending the power to the home be underground to eliminate any conflict with an overhead wire but will not eliminate the power pole.

Technical Items to be added to the plat:

- Subdivision of land requires sidewalk along the frontage or contribution in lieu of construction of these sidewalks.

**AN ORDINANCE APPROVING A RECORD PLAT TITLED
"BRISSETTE ACRES LOT 7"**

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 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 "Brissette Acres Lot 7" 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 "Brissette Acres Lot 7."

Section 2. The acceptance and approval of "Brissette Acres Lot 7" 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 "Brissette Acres Lot 7" 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 one hundred-eighty (180) days after approval of the record plat identified as "Brissette Acres Lot 7" 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 with the following conditions:

1. Subdivision of land requires sidewalk along the frontage or contribution in lieu of construction of these sidewalks.
2. The power to a future residence is undergrounded.
3. The variance is granted based on the following finding: The variance will not in any manner vary the provisions of the zoning ordinance, Comprehensive Plan, or major street plan.

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 THIS _____ DAY OF FEBRUARY 2017.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

February 8, 2017

H:\CITYDOCS\ORDINANC\minorrecord2162francisdr.doc

cc - 11/17/14

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

11/8/16
mty



RECORD PLAT/MINOR SUBDIVISION

File Number 2016-18

50% of the cost of Preliminary Plat-Fee Paid pd. \$100-
10/17/14

APPLICANT/CONTRACT PURCHASER

BANDER NAWAZ
Name

2162 FRANCIS DR., ARNOLD, MO
Address, City, State, Zip

314-471-9823
Telephone Number

Facsimile Number

2162 FRANCIS DR., ARNOLD, MO
Property Address (or nearest intersection)

OWNER:

BANDER NAWAZ
Name

31 5243 HARVEY FARMS MNR
Address, City, State, Zip HIGH RIDGE, MO 63049

314-471-9823
Telephone Number

Facsimile Number

R-5
Zoning of property

2
Number of lots

Sanitary District

Water District

Fire District

Telephone Number

Telephone Number

Telephone Number

10/17/2016
Date of application

Meeting date targeting

[Signature]
Signature of applicant and or owner

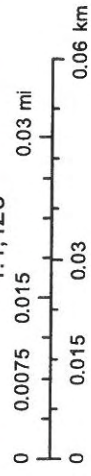
City of Arnold MO Online GIS Base Map Viewer



November 3, 2016

- Jefferson County Parcels - Property
- Arnold City Limits
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:1,128



City of Arnold Community Development
City of Arnold Missouri, Jefferson County Missouri

BANDEV NAWAZ

2162 Francis Drive ☐ Arnold, MO 63010 ☐ (314) -471-9823 ☐ nnawazmn@aol.com

Dec 01, 2016

City of Arnold
2101 Jeffco Blvd.
Arnold, Mo63010

Board Members

Sub: Request for Variance/Minor Record Plat approval - 2162 Francis Dr., Residential Lot

I am the owner of the residential Lot 7 of Brisette Acres (2162 Francis Dr.). The current lot size is 195' x 152.5' and I want to subdivide my lot as 75' x 152.5'(Lot 7A) and 120' x 152.5'(Lot 7B). Hence, I am requesting a variance of 2' from the building setback line for Lot 7B. This will enable me to subdivide Lot 7A as 75' x 152.5' per city codes. When Plat's are drawn, I will ensure that there is a Deed Restriction for 10' off set on Lot 7A, so there is a total of 16' distance between the buildings to be within the city specification. Please find attached an application with fees, a sketch plan illustrating the sub division and the following reasons are the basis:

- The granting of this variance/Minor Record Plat approval will not be in anyway detrimental to the public safety, health or welfare or injurious to other property or improvements in the neighborhood in which the property is located.

Here are some facts:

- Several Properties in neighborhood area ranges from 40' to 60' ft. frontage, for example, properties in Berrywood ct. and Hill ct. Exhibits attached shows the frontage of some of these properties (all are zoned R-5).
- Similarly, several properties in these neighborhood ranges in Area from 3400 Sq.Ft. to 7000 Sq.Ft. These Plats does not meet the minimum required 75' ft. frontage requirements.
- There is also a trailer home next to my neighbor's property on the same street, even though the frontage requirements are satisfied, there is a wide variation of a single-family home to a trailer home in the same street of few homes.
- Please find attached ArcGIS, Population change for Arnold from 2000 to 2010 is at 0.97%, comparatively lower than from 1990-2000, which is around 2.4%. And it is projected even lower from 2010-2015, around 0.6%. This removes any ambiguity that perhaps the neighborhood is getting crowded by subdividing an additional plat.
- Current property was inhabitable when purchased in Jan 2015, please find attached picture showing wild grown plants and trees. There has been a considerable amount of investment that has been made to bring the property to the current status. The property was vacant for several years.
- The property has been underutilized and the land usage is inefficient as it is. Subdividing the plat will make it more efficient and improve the community.

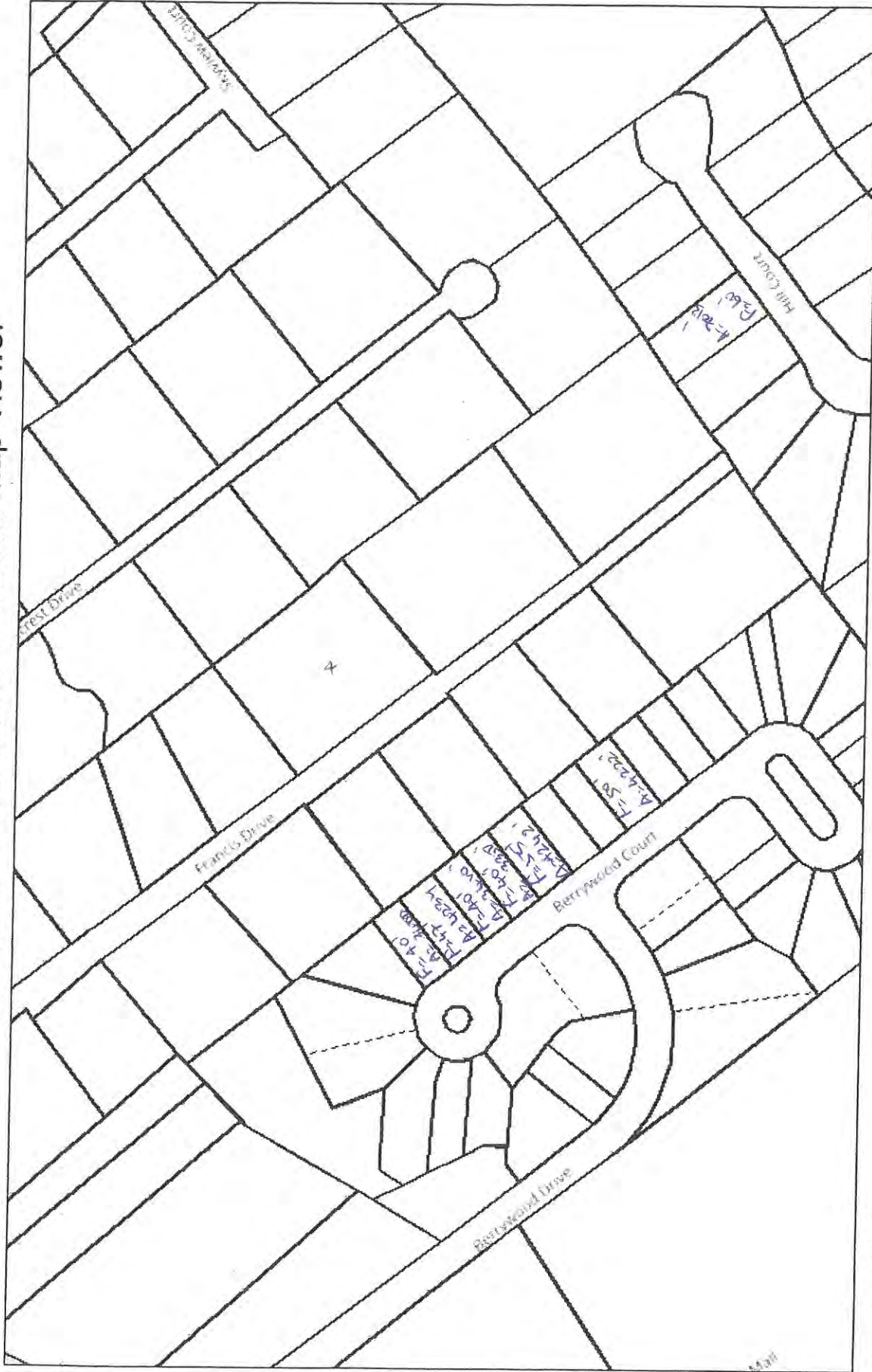
- The property also comes under area where “Susceptibility to Change” as identified by Arnold’s Comprehensive Plan.
- The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not applicable generally to other property; this is the only property remaining in the sub division which is not yet divided. This condition is very unique to this property as the structure was built in 1953. Therefore, changes to meet the residential land usage more efficiently and effectively must be considered.
- Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out; As an investor, I paid a price for this property factoring this as two lots, this will certainly put hardship on my finances.
- The variance will not in any manner vary the provisions of the zoning ordinance, Comprehensive Plan, or major street plan.

I thank you in advance for considering my proposal.

Yours Sincerely,

Bandev Nawaz

City of Arnold MO Online GIS Base Map Viewer



November 20, 2016

Jefferson County Parcels - Property

--- Lot Lines

□ Arnold City Limits

Map data © OpenStreetMap contributors, CC-BY-SA
City of Arnold Community Development

City of Arnold MO, Waste User
City of Arnold Missouri



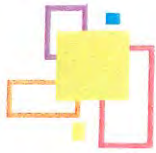
City of Arnold MO Online GIS Base Map



300ft

38.446 -90.367 Degrees

All Rights Reserved



Redevelopment Opportunities:

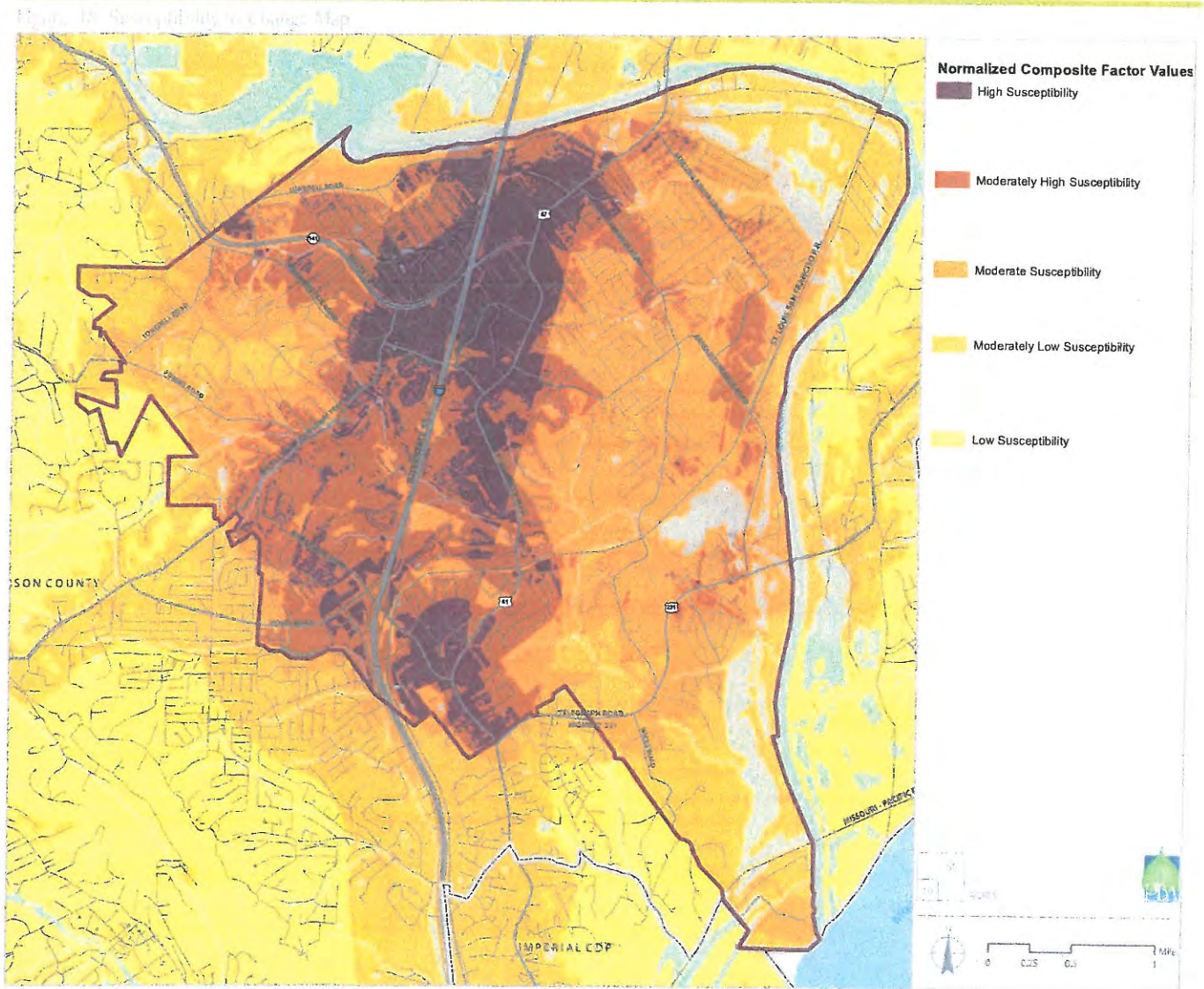
Redevelopment opportunities can be found in many parts of the city, especially along corridors.

Susceptibility to Change

Infill and redevelopment, building on unused or underutilized parcels in existing built-out areas, is a core element of Arnold's reinvention strategy. Underused parcels include parcels with vacant buildings, surface parking lots, or vacant lots. Analysis results below illustrate that redevelopment opportunities can be found in many parts of the city, especially along corridors. The areas shown in dark red/orange represent areas most likely to redevelop.

Redevelopment potential was estimated by applying a Susceptibility to Change analysis—the likelihood that an area will change in the near future. Analysis of a range of factors provide a snapshot of the urban development potential of lands. Each of the six factors of road access, projected growth areas, water and sewer infrastructure, location of parks and trails, and land cover were ranked based on attributes. See Development Influences Framework for more detail.

Susceptibility to Change Map

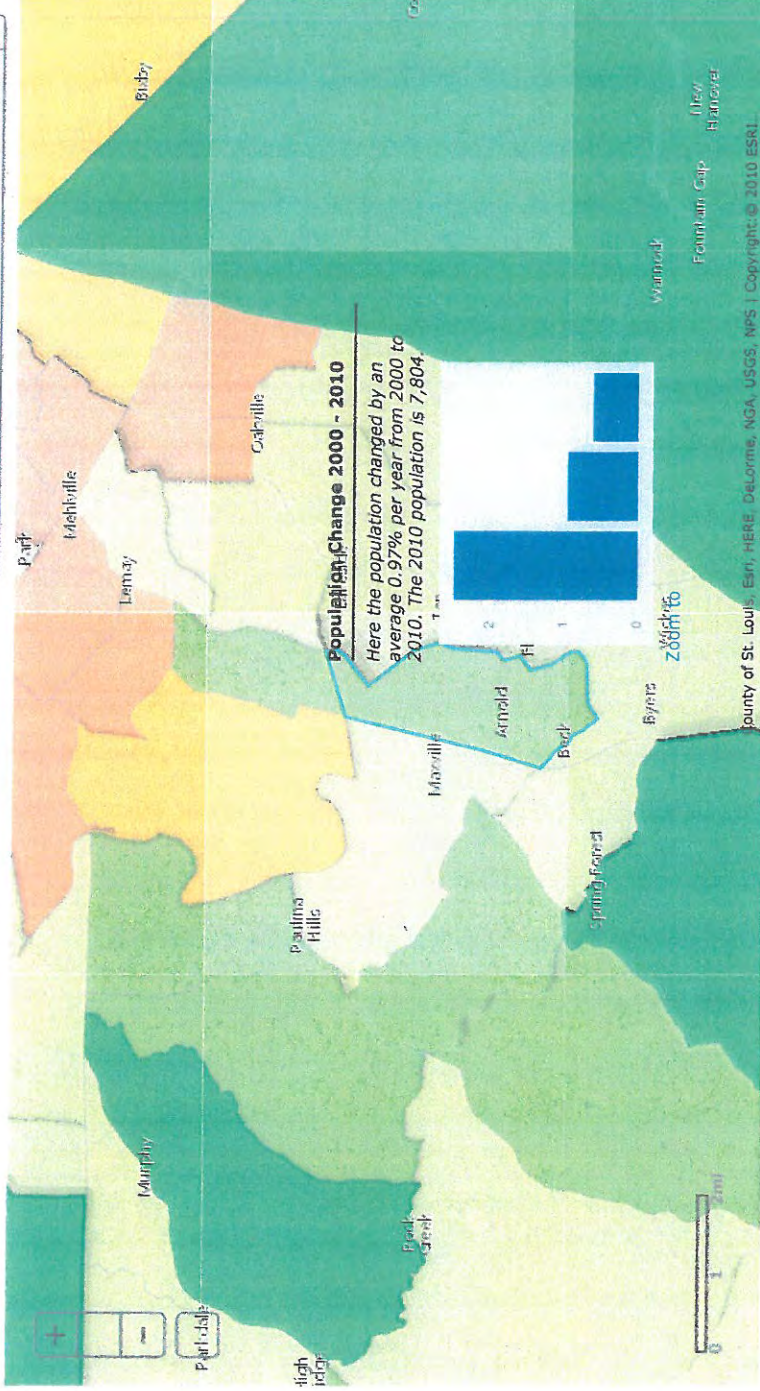
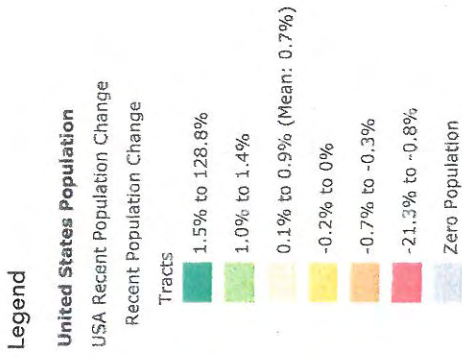


ArcGIS U.S. Population Change 2000 to 2010

Modify Map Sign In

[Details](#)
[Basemap](#)

[Share](#)
[Print](#)
[Measure](#)

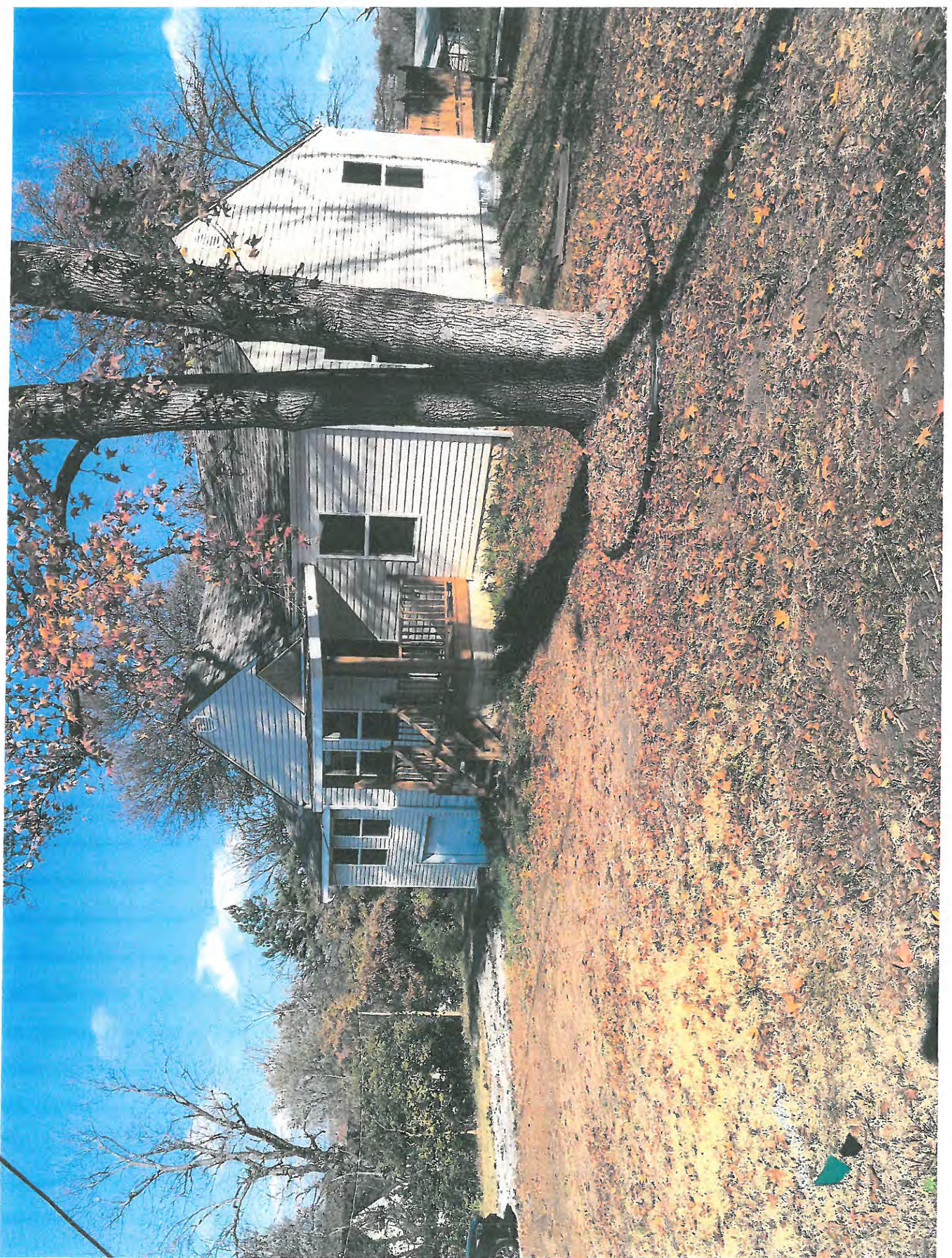


Google Maps 2161 Francis Dr



Arnold, Missouri
Street View - Apr 2013

Image capture: Apr 2013 © 2016 Google



Google Maps 2141 Francis Dr



Arnold, Missouri

Street View - Apr 2013

Image capture: Apr 2013 © 2016 Google

Google Maps 2298 Berrywood Ct



Arnold, Missouri

Street View - Apr 2013

Image capture: Apr 2013 © 2016 Google



City of Arnold
Susie Boone, Director of Parks
and Recreation
1695 Missouri State Road
Arnold, MO 63010

Date: February 1, 2017

To: Mayor, City Council, City Treasurer and City Adm.

From: Susie Boone, Director of Parks and Recreation

Subject: Fireworks

Attached is the proposal from Gateway Fireworks to extend their services for both the July 4th celebration and Arnold Days! They have done a suburb job and I highly recommend their contract be extended.

Please contact me if you have any concerns or questions.

RESOLUTION NO. 17-05

**A RESOLUTION APPROVING A THREE YEAR PROPOSAL FROM
GATEWAY FIREWORKS.**

WHEREAS, Gateway Fireworks has conducted the fireworks shows at Arnold Days and July 4th for several years now; and

WHEREAS, they have provided a quality product with reliable service; and

WHEREAS, they have submitted a three year proposal with no price increases during the three year terms; and

WHEREAS, the City Council may waive the City's purchasing procedures when it is prudent and in the best interest of the City;

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

Section 1. The attached proposal from Gateway Fireworks is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



January 30, 2017

Susie Boone
Director of Parks and Recreation
1695 Missouri State Road
Arnold, MO 63010

Dear Ms. Boone;

It has been a real pleasure to work with you over the last decade. We have collectively, very successfully managed to exhibit our displays in spite of numerous floods and even a severe drought. On every occasion we produced programs that were above all else – SAFE; and always as beautiful as they were new and exciting.

At Gateway Fireworks Displays we make a concerted effort to establish a consistent experience for our clients – especially annual clients like you. Every effort is made to assign the same technicians to the same programs annually. We feel that this not only gives our clients a known commodity, but also encourages the technicians to develop ownership of the program. Our tenure serving the City of Arnold is proof that this process works.

I understand that it is your responsibility to ensure that the services you contract for on behalf of the City of Arnold provide the most economical from a budget perspective; reliable from a competence and safety perspective; and of the highest quality from a performance perspective. It is therefore our responsibility to meet your needs on each of those levels. We will provide the same level of programming for the Fourth of July and two nights of Arnold Days in September just as was proposed for 2016.

I am offering you an opportunity to ensure that those concerns are addressed for the next three year period. You can sign a three year contract now that will maintain the same product levels and services for the same price as 2016 in 2017, 2018 and 2019 as well. Just sign the multi-year option contract that is also enclosed. I am able to fix the price for longer periods if I can better predict from year to year where our services will be needed. This saves us the time needed for planning and the allocation of crews and equipment. That savings is then passed on to you. I think you'll find it saves you time as well.

I am aware that the expense of these programs is funded by sponsors and/or what is available as determined by the city council. This proposal assumes that the sponsorship will remain intact over the course of this agreement and that the city council will approve the necessary budget item. This agreement simply ensures that the current quantity and quality of product levels approved in 2016 will remain the same without a cost increase if the same funding levels are available over the duration of this agreement. We will adjust our programming to meet the approved budget needs of the City accordingly.

The costs of this program provides for a complete turn-key fireworks production. It covers all equipment; materials; supplies; rentals; labor; transportation; licenses; and assistance in obtaining all permits required by the State of Missouri and the local authority having jurisdiction for fireworks; set-up and firing of the display by a qualified *Gateway* technicians.

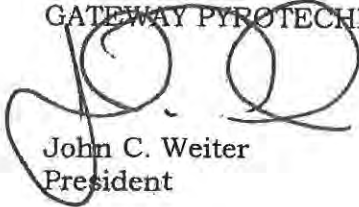
This proposal includes a detailed safety plan with no on-site storage required. As of 2016 we now provide \$10 million dollar insurance policy to cover the use of fireworks during the event is also included. Our insurance carrier maintains an AM Best A+XV rating.

Experience, creativity, quality and variety of shells and special effects, as well as the quality of the equipment used to fire the display, are the major considerations when selecting a pyrotechnic professional. At *Gateway Fireworks Displays* we provide the very best available in all of these categories. Our product represents the best in the industry, both foreign and domestic.

As always I stake my reputation on every display that I provide. If there is anything that I can do for you, don't hesitate to call. I would consider it my pleasure.

Sincerely,

GATEWAY PYROTECHNIC PRODUCTIONS, LLC.



John C. Weiter
President

Enclosures: Contract for 2017 through 2019

CONTRACT

GATEWAY PYROTECHNIC PRODUCTIONS, L.L.C.

This agreement, entered into this 30th day of January 2017 and between *Gateway Pyrotechnic Productions, L.L.C.*, hereinafter referred to as *Gateway Fireworks*, and the **City of Arnold, Missouri** of hereinafter referred to as PURCHASER.

WHEREAS, PURCHASER wishes to host a fireworks display; and

WHEREAS, *Gateway Fireworks* is uniquely qualified to manage and exhibit a fireworks display; and

WHEREAS, PURCHASER wishes to engage *Gateway Fireworks* professional services, and *Gateway Fireworks* wishes to provide PURCHASER said services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. *Gateway Fireworks* agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, fireworks display(s) as defined in Addendum A (Hereto Attached), proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for any necessary state and the local authority having jurisdiction of, and along with sufficient crew to safely discharge the display. Said display is scheduled to be performed on the 4th of July/and Arnold Days as scheduled or other mutually agreed upon dates in the years as defined in Addendum A.. The parties agree that unless a different mutually satisfactory date can be agreed upon, the official postponement date and time for PURCHASER'S display is: A mutually agreed upon date. Upon completion of the Display, *Gateway Fireworks* agrees to clear the Display Area of any live fireworks debris originating from the program.
2. PURCHASER , at it's own expense, agrees to provide to *Gateway Fireworks*:
 - A. A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and a fallout zone acceptable to *Gateway Fireworks* in its sole discretion. Said DISPLAY SITE shall serve as a restricted area the fireworks and fireworks debris may be exhibited; rise and fall safely.
 - B. Policing, guard protection, roping, fencing, and/or other crowd control measures in such force that is determined to be acceptable by *Gateway Fireworks* to prevent the unauthorized access of the public, or it's property onto the DISPLAY SITE.
 - C. The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations.
 - D. For a period of (0) days proceeding and (0) day following the date of the DISPLAY unlimited access by *Gateway Fireworks*, at all times to the DISPLAY SITE to set-up and remove the DISPLAY and all required equipment.
 - E. BMI/ASCAP and/or any other musical rights issues and related fees are the sole responsibility of the PURCHASER.
3. If PURCHASER fails to fully comply with all requirements of A, B, C, D, and/or E set forth above, *Gateway Fireworks* shall have no obligation to perform and the PURCHASER agrees to pay *Gateway Fireworks* liquidated damages in an amount equal to that outlined in Section 7. The time of the breach shall be the date upon which *Gateway Fireworks* reasonably concludes, after providing PURCHASER written notice of PURCHASER'S failure to comply with its obligations under Section 2, that PURCHASER has failed to comply with its obligations under Section 2. In addition to the aforementioned liquidated damages, PURCHASER agrees to reimburse *Gateway Fireworks* any additional expenses incurred because of PURCHASER'S failure.

4. If in its sole discretion, PURCHASER designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall;
 - A. Ensure that the Spectator Area does not infringe on the DISPLAY SITE;
 - B. Have the sole responsibility for any and all activities that occur in the spectator and parking areas. It is expressly agreed that *Gateway Fireworks*, (including its operators and crew) shall have no duty to inspect, police, monitor or otherwise supervise any area of the site other than the DISPLAY SITE.
5. PURCHASER shall pay to *Gateway Fireworks* Sums as Defined in Addendum A (Hereto Attached) A deposit of 50% , of fee defined in attachment must be paid **UPON ACCEPTANCE OF CONTRACT AND NLT MARCH 15TH EACH SUBSEQUENT YEAR.** Full and complete payment is due at Noon on the display date. All payments shall be made by Draft or Certified check payable to *Gateway Fireworks Displays*, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of *Gateway Fireworks* without express written authority. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after (10) ten days from the date of the display. PURCHASER, by signing this agreement, authorizes *Gateway Fireworks* to receive and verify financial information concerning PURCHASER from any person or entity.
6. PURCHASER agrees to assume the risk of weather, or causes beyond the control of *Gateway Fireworks* which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which the PURCHASER has purchased the display, or which may effect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within *Gateway Fireworks* sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If for any reason beyond *Gateway Fireworks* control, including, without limitation, inclement weather, *Gateway Fireworks* is unable to safely discharge the display on the scheduled date or should any event for which PURCHASER has purchased the display be canceled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date, PURCHASER further agrees to pay *Gateway Fireworks* for any reasonable additional expenses made necessary by this postponement. If they are unable to agree on a new display date *Gateway Fireworks* shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the display on the date set for the display, as provided in the following paragraph.
7. PURCHASER shall have option of unilaterally canceling this display prior to the date of the display. If PURCHASER exercises this option, PURCHASER agrees to pay *Gateway Fireworks*, as liquidated damages, the following percentages of the agreed contract price:
 - A. 25% if cancellation occurs twenty one (21) days or more before the date scheduled for the display,
 - B. 50% if cancellation occurs within twenty (20) days of the actual date set for the display,
 - C. 75% if the cancellation occurs on the date set for the display but prior to the time physical set-up of the display actually begins,
 - D. 100% thereafter.
 - E. If cancellation occurs prior to the date of the display PURCHASER agrees to pay *Gateway Fireworks* in addition to the above percentages, the reasonable value associated with any specific custom work performed by *Gateway Fireworks* or its agents including but not limited to music, narration tape, production and/or sponsor logo.
8. In the event the PURCHASER cancels the display, it will be impractical or extremely difficult to fix the actual amount of damages. The foregoing represents a present attempt to reasonably forecast the damages *Gateway Fireworks* will suffer if PURCHASER cancels the display. The parties agree that a material inducement for *Gateway Fireworks* to enter into this Agreement. If a court of competent jurisdiction shall declare this provision unenforceable for any reason, *Gateway Fireworks* shall have available all legal and equitable remedies.

9. *Gateway Fireworks* reserves the ownership rights and trade names used in or a product of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of *Gateway Fireworks* is prohibited.
10. *Gateway Fireworks* agrees to furnish insurance coverage in connection with the display only for the following risk and amounts: bodily injury and property damage, including products liability FIVE Million Dollars naming PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of *Gateway Fireworks* in performing the Display provided for in this Agreement. Such insurance afforded by *Gateway Fireworks* shall not include claims made against PURCHASER for bodily injury or property damage arising from the following:
 - A. Failure of PURCHASER, including through or by its employees, agents, or independent contractors, to perform its legal obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement:
 - B. Failure of the PURCHASER to provide discretionary spectator and parking areas referred to in paragraph 3 of this Agreement, PURCHASER shall indemnify and hold *Gateway Fireworks* harmless from all claims and suits made against *Gateway Fireworks* for bodily injury or property damage arising from A) and B) of the paragraph.
11. If any legal action is brought to enforce or interpret the terms or provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and cost in addition to any other relief to which they may be entitled. This agreement shall be interpreted under the laws of the State of Missouri. It is further agreed that if the courts of the State of Missouri shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of the display provided for herein.
12. In the event *Gateway Fireworks* breaches this agreement, or is otherwise negligent in performing the fireworks display provided herein, PURCHASER shall under no circumstances be entitled to recover monetary damages from *Gateway Fireworks* beyond the amount PURCHASER agreed to pay *Gateway Fireworks* under this agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from *Gateway Fireworks* including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance afforded in paragraph 10 above.
13. It is agreed, nothing in this Agreement or in *Gateway Fireworks* performance of the display provided herein, shall be construed as forming a partnership or joint venture between PURCHASER and *Gateway Fireworks*. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written agreement only.

Any notice to the parties required under this agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: *Gateway Pyrotechnic Productions, LLC*, PO Box 39327, St. Louis, MO 63139-8327. PURCHASER's: City of Arnold 1695 Missouri State Road, Arnold MO, 63010.

14. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by *Gateway Fireworks* at their corporate office in Saint Louis, Missouri. This agreement may be executed in several counter parts, binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 5% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance of the display and this Agreement.

IN WITNESS WHEREOF, the parties have executed on this date.

FOR PURCHASER (Please Print name): _____;

X _____ **Title:** _____

DATE: _____.

FOR GATEWAY PYROTECHNIC PRODUCTIONS, LLC.

X _____ **Title:** _____

DATE: _____.

ADDENDUM A

Gateway Pyrotechnic Productions, LLC/DBA Gateway Fireworks Displays will provide fireworks exhibits in 2017, 2018 and 2019 to the scale regarding quantities and quality that was provided in 2016. This is for three equal programs annually – July 4th and two programs for the Arnold Days weekend.

- This agreement is for 2017 with the option to renew under the same terms if deposit is made NLT March 15th, 2018 & 2019.
 - The cost of these services in 2017 will be \$75,000.00
 - The cost of these services in 2018 will be \$75,000.00
 - The cost of these services in 2019 will be \$75,000.00

In consideration for this special pricing structure the City of Arnold will guarantee that they will not use any other fireworks company during the three years of services listed above, assuming the quality of the programs and quantity of product remains consistent with previous service. This also assumes that the City of Arnold and their sponsor(s) continue to donate comparable levels to those made in 2016. There is no fee for cancellation if notified in writing no later than March 15 of each proposal year.