

City of Arnold, Missouri

City Council
Council Chamber

April 20, 2017
7:00 p.m.

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Oasis Church – Pastor Pat Krepps
3. Roll Call
4. Business from the Floor:
- 4.5 Organization of the Council:
 - A. Election of Mayor Pro-Tem
 - B. Mayoral Committee Appointments
5. Consent Agenda
 - A. Regular and Public Hearing Minutes from **April 6, 2017.**
 - B. Payroll Warrant **#1262 in the Amount of \$277,665.86**
 - C. General Warrant **#5688 in the Amount of \$545,931.86**
6. Ordinances:

None
7. Resolutions:
 - A. **Resolution No. 17-15:** A Resolution Authorizing the Mayor to Enter into a Standby Emergency Response Agreement with Clean Harbors Environmental Services, Inc. to Provide Emergency Hazardous Materials and Illicit Discharge Spills on as Needed Basis for the City of Arnold.
 - B. **Resolution No. 17-16:** A Resolution Establishing a Voluntary Buyout Policy.
 - C. **Resolution No. 17-17:** A Resolution Appointing Christopher Keller Ford to the Planning and Zoning Commission to Serve the Remainder of a Four-Year Term.

D. **Resolution No. 17-18:** A Resolution Appointing Drew Sofia to the Tourism Commission to Serve the Remainder of a Three-Year Term.

8. Motion

A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Real Estate Pursuant to Section 610.021 (2).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

**Next Regular City Council Meeting May 4, 2017 7:00 p.m.
Next Work Session May 11, 2017 at 7:00 p.m.**

April 17, 2017

Z:\CITYDOCS\AGENDA\COUNCIL\2017 Agenda\20170420.doc

The Public Hearing was called to order by Mayor Counts at 7:00 p.m. City Clerk Tammi Casey made note of those in attendance: Mayor Counts, Fulbright, Owens, Plunk (excused), Fleischmann, Sullivan, Cooley, McArthur, Amato (excused), Richison, Holden, Sweeney, Blattner, Kroupa (excused), Chief Shockey.

A PUBLIC HEARING TO ADDRESS MODIFICATIONS TO THE FOLLOWING CODES: BUILDING CODE, RESIDENTIAL CODE, MECHANICAL CODE, ELECTRICAL CODE, PLUMBING CODE, PROPERTY MAINTENANCE CODE AND THE FUEL CODE

Mary Holden informed council that the city is required to hold a Public Hearing before adopting these new codes.

Adoption of the new codes will also increase the city's ISO rating.

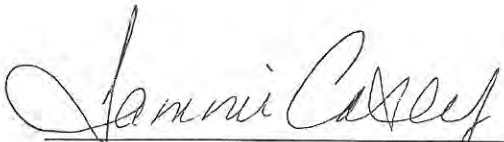
PUBLIC COMMENTS

NONE

COUNCIL COMMENTS

NONE

The Public Hearing ended at 7:02 p.m.


City Clerk Tammi Casey, MRCC

Mayor Ron Counts called the meeting to order at 7:02 p.m.

The Pledge of Allegiance was recited.

Councilman Jason Fulbright offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Fulbright, Owens, Plunk (excused), Fleischmann, Sullivan, Cooley, McArthur, Amato (arrived 7:05), Richison, Holden, Sweeney, Blattner, Kroupa (arrived 7:05), Chief Shockey.

BUSINESS FROM THE FLOOR

Mike Evans, 509 Hannah Way – Congratulated Mayor Counts on winning the election. Mr. Evans also encouraged the council to continue their support of our veterans.

CONSENT AGENDA

- A. MINUTES FROM MARCH 2, 2017 MEETING**
- B. MINUTES FROM SPECIAL MEETING OF MARCH 9, 2017**
- C. PAYROLL WARRANT NO. 1259 IN THE AMOUNT OF \$261,078.58**
- D. PAYROLL WARRANT NO. 1260 IN THE AMOUNT OF \$253,864.55**
- E. PAYROLL WARRANT NO. 1261 IN THE AMOUNT OF \$264,642.08**
- F. GENERAL WARRANT NO. 5686 IN THE AMOUNT OF \$795,339.62**
- G. GENERAL WARRANT NO. 5687 IN THE AMOUNT OF \$967,930.76**

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

ORDINANCES

BILL NO. 2659 – AN ORDINANCE AMENDING CHAPTER 500, SECTION 500.020 OF THE CODE OF ORDINANCES AMENDING THE BUILDING CODE, THE RESIDENTIAL CODE AND THE PROPERTY MAINTENANCE CODE was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Ordinance passed.**

BILL NO. 2660 – AN ORDINANCE AMENDING CHAPTER 503, SECTION 503.010 AND SECTION 503.030 OF THE CODE OF ORDINANCES AMENDING THE ELECTRICAL CODE was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Ordinance passed.**

BILL NO. 2661 – AN ORDINANCE AMENDING CHAPTER 505, SECTION 505.010 AND SECTION 505.030 OF THE CODE OF ORDINANCES AMENDING THE PLUMBING CODE was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Ordinance passed.**

BILL NO. 2662 – AN ORDINANCE AMENDING CHAPTER 510, SECTION 510.010 AND SECTION 510.020 OF THE CODE OF ORDINANCES AMENDING THE MECHANICAL CODE was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Ordinance passed.**

BILL NO. 2663 – AN ORDINANCE ESTABLISHING CHAPTER 512 OF THE CODE OF ORDINANCES CREATING A FUEL GAS CODE was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 17-09 – A RESOLUTION AUTHORIZING THE RELEASE OF AN EASEMENT

Vern Sullivan made a motion and so moved to approve Resolution No. 17-09. Seconded by Brian McArthur. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Resolution approved.**

RESOLUTION NO. 17-10 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SPENCER CONTRACTING TO PROVIDE CONSTRUCTION SERVICES FOR TENBROOK SIDEWALKS (PROJECT SRTS-INF-H32F (105))

Vern Sullivan made a motion and so moved to approve Resolution No. 17-10. Seconded by Phil Amato. Roll call vote Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Resolution approved.**

RESOLUTION NO. 17-11 – A RESOLUTION APPOINTING TRISHA MCCUTCHEN TO THE HISTORIC PRESERVATION COMMISSION

Jason Fulbright made a motion and so moved to approve Resolution No. 17-11.
Seconded by EJ Fleischmann. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7
Yeas: **Resolution approved.**

RESOLUTION NO. 17-12 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TRAMAR CONTRACTING, INC. TO PROVIDE STREET STRIPING SERVICES FOR A SECTION OF OLD LEMAY FERRY ROAD FOR THE CITY OF ARNOLD, MO

Phil Amato made a motion and so moved to approve Resolution No. 17-12.
Seconded by Brian McArthur. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7
Yeas: **Resolution approved.**

RESOLUTION NO. 17-13 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ACTION LANDSCAPING FOR CODE ENFORCEMENT GRASS CUTTING SERVICES FOR 2017-2018 SEASON

Butch Cooley made a motion and so moved to approve Resolution No. 17-13.
Seconded by EJ Fleischmann. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7
Yeas: **Resolution approved.**

RESOLUTION NO. 17-14 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PETERS-EICHLER MECHANICAL INC. TO PROVIDE AN HVAC SYSTEM FOR THE ARNOLD RECREATION CENTER

Jason Fulbright made a motion and so moved to approve Resolution No. 17-14.
Seconded by Brian McArthur. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7
Yeas: **Resolution approved.**

MOTIONS

A. 2017-01, CONDITIONAL USE PERMIT FOR S & J SNOW CONE STAND AT TENBROOK PLAZA 776 JEFFCO BLVD. (CORNER OF JEFFCO AND TENBROOK

Jason Fulbright made a motion and so moved to approve the conditional use permit for S & J Snow Cone Stand at Tenbrook Plaza. Seconded by Butch Cooley. Roll call vote Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Motion carried.**

B. 2014-37 EXTENSION FOR C-4 DEVELOPMENT PLAN, FIVE STAR AUTO BODY PARCEL, WEST OUTER ROAD

Mary Holden reminded council that if no action is taken the extension stands approved. As no action was taken the extension stands approved.

C. 2017-02, CONDITIONAL USE PERMIT FOR A SHAVED ICE STAND AT 1857 JEFFCO BLVD

Jason Fulbright made a motion and so moved to approve the conditional use permit for a shaved ice stand at 1857 Jeffco Blvd. Seconded by Butch Cooley. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Motion carried.**

D. A MOTION TO APPROVE THE DESTRUCTION OF THE ATTACHED LIST OF FILES

Butch Cooley made a motion and so moved to approve the destruction of the attached list of files (said list is hereto attached and made part of this document). Seconded by EJ Fleischmann. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Motion carried.**

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

Jason Fulbright made a motion and so moved to approve a closed session immediately following the City Council meeting. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas:

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Congratulated those who won their elections. For those who did not win, he thanked them for their time and dedication to the city.

Vern Sullivan – Ward 3 – Stated that he and Gary Plunk attended the last Veterans Commission meeting and they are actively planning the next Veterans Day parade.

Butch Cooley – Ward 4 – Informed council the Liquor Committee held a meeting tonight and asked City Clerk Tammi Casey to provide a report. Mrs. Casey stated that during the meeting the committee reviewed a liquor license application for the new owner of J Sushi Restaurant. The committee is forwarding a recommendation of approval for the retail by the drink license.

Butch Cooley made a motion and so moved to approve the liquor license application for the new owners of J Sushi. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Owens, yes; Plunk, (excused); Fleischmann, yes; Sullivan, yes; Cooley, yes; McArthur, yes; Amato, yes: 7 Yeas: **Motion carried.**

Phil Amato – Ward 3 – Congratulated the Mayor on his victory and stated, “As always, I wish the best for the City of Arnold”. Mr. Amato thanked the people of Ward 3 for allowing him to represent them over the years and the people who supported him in the mayoral election. Mr. Amato also thanked all department heads and city staff for their hard work.

Jason Fulbright – Ward 1 – Thanked everyone that voted and also thanked the voters in Ward 1 for re-electing him for another term.

ADMINISTRATIVE REPORTS

Tammi Casey – Informed everyone that utility rebates were available for submission during the month of April.

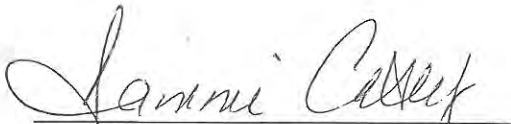
Mayor Counts announced a ten minute recess before going into Closed Session.

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Closed Session ended at 8:10 p.m.

A motion to adjourn the meeting was made by Butch Cooley. Seconded by Vern Sullivan.
Voice vote: All yeas.

Meeting adjourned at 8:10 p.m.



City Clerk Tammi Casey, MRCC

DRAFT

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 4/6/2017

PAGE: 1

BILL NO - RESOLUTION - MOTION

| | | ROLL CALL | CONSENT AGENDA | BILL NO. 2659 | BILL NO. 2660 | BILL NO. 2661 | BILL NO. 2662 |
|---------------------------|-----------------|-----------------|----------------------|---------------|---------------|---------------|---------------|
| COUNCIL MEMBERS: | | | | | | | |
| MAYOR | RON COUNTS | PRESENT | | | | | |
| COUNCIL: | JASON FULBRIGHT | PRESENT | YES | YES | YES | YES | YES |
| COUNCIL: | DAVID OWENS | PRESENT | YES | YES | YES | YES | YES |
| COUNCIL: | GARY PLUNK | EXCUSED | EXCUSED | EXCUSED | EXCUSED | EXCUSED | EXCUSED |
| COUNCIL: | EJ FLEISCHMANN | PRESENT | YES | YES | YES | YES | YES |
| COUNCIL: | VERN SULLIVAN | PRESENT | YES | YES | YES | YES | YES |
| COUNCIL: | BUTCH COOLEY | PRESENT | YES | YES | YES | YES | YES |
| COUNCIL: | BRIAN MCARTHUR | PRESENT | YES | YES | YES | YES | YES |
| COUNCIL: | PHIL AMATO | ARRIVED 7:05 | YES | YES | YES | YES | YES |
| CITY ADMINISTRATOR | BRYAN RICHISON | PRESENT | PARKS DIR: | | | | - |
| 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, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 4/6/2017

PAGE: 2

BILL NO - RESOLUTION - MOTION

| | | BILL NO. 2663 | RESOLUTION NO. 17-09 | RESOLUTION NO. 17-10 | RESOLUTION NO. 17-11 | RESOLUTION NO. 17-12 | RESOLUTION NO. 17-13 |
|---------------------------|-----------------|---------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| COUNCIL MEMBERS: | | | | | | | |
| MAYOR | RON COUNTS | | | | | | |
| COUNCIL: | JASON FULBRIGHT | YES | YES | YES | YES | YES | YES |
| COUNCIL: | DAVID OWENS | YES | YES | YES | YES | YES | YES |
| COUNCIL: | GARY PLUNK | EXCUSED | EXCUSED | EXCUSED | EXCUSED | EXCUSED | EXCUSED |
| COUNCIL: | EJ FLEISCHMANN | YES | YES | YES | YES | YES | YES |
| COUNCIL: | VERN SULLIVAN | YES | YES | YES | YES | YES | YES |
| COUNCIL: | BUTCH COOLEY | YES | YES | YES | YES | YES | YES |
| COUNCIL: | BRIAN MCARTHUR | YES | YES | YES | YES | YES | YES |
| COUNCIL: | PHIL AMATO | YES | YES | YES | YES | YES | YES |
| CITY ADMINISTRATOR | BRYAN RICHISON | | PARKS DIR: | | | | |
| CITY CLERK | TAMMI CASEY | | PUBLIC WORKS: | | ED BLATTNER | | |
| COM DEV | MARY HOLDEN | | TREASURER: | | DAN KROUPA | | |
| CITY ATTORNEY | BOB SWEENEY | | POLICE DEPT. | | CHIEF SHOCKEY | | |

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 4/6/2017

PAGE: 3

BILL NO - RESOLUTION - MOTION

| | | RESOLUTION NO. 17-14 | MOTION FOR CONDITIONAL USE PERMIT FOR S & J SNOW CONE STAND | MOTION FOR CONDITIONAL USE PERMIT FOR SHAVED ICE STAND | MOTION TO APPROVE DESTRUCTION OF FILES | MOTION TO HOLD CLOSED SESSION | MOTION TO APPROVE LIQUOR LICENSE APPLICATION FOR J SUSHI |
|---------------------------|-----------------|----------------------|---|--|--|-------------------------------|--|
| COUNCIL MEMBERS: | | | | | | | |
| MAYOR | RON COUNTS | | | | | | |
| COUNCIL: | JASON FULBRIGHT | YES | YES | YES | YES | YES | YES |
| COUNCIL: | DAVID OWENS | YES | YES | YES | YES | YES | YES |
| COUNCIL: | GARY PLUNK | EXCUSED | EXCUSED | EXCUSED | EXCUSED | EXCUSED | EXCUSED |
| COUNCIL: | EJ FLEISCHMANN | YES | YES | YES | YES | YES | YES |
| COUNCIL: | VERN SULLIVAN | YES | YES | YES | YES | YES | YES |
| COUNCIL: | BUTCH COOLEY | YES | YES | YES | YES | YES | YES |
| COUNCIL: | BRIAN MCARTHUR | YES | YES | YES | YES | YES | YES |
| COUNCIL: | PHIL AMATO | YES | YES | YES | YES | YES | YES |
| CITY ADMINISTRATOR | BRYAN RICHISON | | PARKS DIR: | | | | |
| CITY CLERK | TAMMI CASEY | | PUBLIC WORKS: | ED BLATTNER | | | |
| COM DEV | MARY HOLDEN | | TREASURER: | DAN KROUPA | | | |
| CITY ATTORNEY | BOB SWEENEY | | POLICE DEPT. | CHIEF SHOCKEY | | | |

8 D

March 15, 2017

The Finance Department will be shredding 7 boxes of 2011 Accounts Payable files in April 2017.

Jeanette Yount

From: Jennifer Roth
Sent: Friday, March 24, 2017 8:34 AM
To: Jeanette Yount
Subject: Shredding

Please add to shredding list

Timesheets January-December 2013

-Thanks

Jennifer

Copy to Jennette Joubert
3/2/16

March 3, 2016

The following records are set up for destruction April 1, 2016

Payroll Registers 2009 Jan-Dec.

Payroll Requests 2011 Jan-Dec

Attendance Records 2012 Jan-Dec

Leave Requests 2012 Jan - Dec.

Joan Boyles, Payroll

Did not have
boxes downstairs
so this was not
destroyed.
Ja

Jeanette Yount

From: Ann Holtmann
Sent: Friday, February 24, 2017 1:49 PM
To: Jeanette Yount
Subject: Shredding

Jeannette

I am requesting the following files be shredded:

Lockbox Reports FY13 - 9/1/12-8/31/13

Daily Cash Receipts FY13 – 9/1/12-8/31/13

Recreation Center Daily Receipts – FY13 – 9/1/12-8/31/13

All deposit slip books prior to 2011

Bank Statements/Reconciliations FY12 – 9/1/11-8/31/12

Bank Statements/Reconciliations FY13 – 9/1/12-8/31/13

All these files are located in the storage room in the basement of City Hall, in the to be shredded pile.

Thanks

Ann Holtmann

Jeanette Yount

From: Ann Holtmann
Sent: Wednesday, March 29, 2017 10:25 AM
To: Jeanette Yount
Cc: Deborah Lewis
Subject: Shredding

Jeanette,

I request that the following files be approved by council for shredding

Daily Receipts/Deposit Activity for the following:

- FY2003
- FY2004
- FY2005
- FY2008
- FY2009
- FY2010
- FY2011

Bank Statements and Reconciliations

- FY2004
- FY2005
- FY2006
- FY2007
- FY2008
- FY2009
- FY2010
- FY2011
- FY2012

General Fund and Payroll Checks on CD - 10/1997-09/2003

Recreation Center/Ferd B Lang Pool Daily Deposits, Bank Statements,
and Reconciliations for the following years

- FY2006
- FY2007
- FY2008
- FY2009
- FY2010

Golf Daily Receipts/Deposits

- FY2007
- FY2008
- FY2009
- FY2010

Thanks

Memorandum from the Municipal Court

March 29, 2017

The Municipal Court is destroying 24 boxes of court files from the year 2013. They have met their 3 year retention requirement.

The Municipal Court is also destroying Red Light Camera Tickets from 2008 through 2014. They were kept longer than required due to possible litigation but are no longer necessary.

Attached is the breakdown of boxes to be shredded.

SHRED LIST FOR 2017

In Town Business Licenses (retention 10 years)
2006 to 2007

Miscellaneous In Town Business Licenses
1997 to 2006

Out of Town Business Licenses (retention 3 years)
2003 to 2013

Sunshine Law Requests (retention 3 years)
2006 to 2013

Refund of Utility Taxes (retention 3 years)
2006 to 2013

Old Miscellaneous Bids
1988 to 1998

Bids (retention 5 years)
2009 to 2011
2009 Aquatic Feasibility
2009 Audio Bid

Miscellaneous RFQ's and RFP's (retention 10 years)
1995 to 2006

Title Company Requests (retention 5 years)
2010
2011

Vending Machine Licenses (retention 2 years)
2007 to 2013

Solicitor/Peddler Licenses (retention 2 years)
1997 to 2013

Trash Compliance Requests (retention 3 years)
2013

Miscellaneous Collection Letters
2008 to 2012

Receipts for Returned Checks (completion of audit)
2007 to 2015



IN THE 23rd JUDICIAL CIRCUIT COURT, Jefferson County, MISSOURI

Division:

Circuit/No. _____ Associate/No. _____ Probate/No. _____

Municipal _____ City of ARNOLD

Contact Person: LAURIE LAIBEN Phone Number (636) 282-6695

Signature of Contact Person: *Laurie Laiben*

(Date File Stamp)

Court Operating Rule 8 authorizes the chief justice, presiding judge, or chair of the Fine Collections Center with the approval of the court en banc or committee, to issue orders of destruction for those records that have met the required retention period.

The records listed below were offered to State Archives and local historical organizations and were refused or no response was received after 45 days. All requirements under Court Operating Rule 8 have been satisfied.

The records listed below are not required to be offered to State Archives and local historical organizations.

Therefore, it is ordered that BRYAN RICHISON (Appointing Authority) destroy the records described below.

Order of Destruction

| Book or Case Number Series | Book Title or Case Type | Dates of Cases/Books |
|--|--|----------------------|
| BOX 1 A-M January 2013 | 2013 Minor traffic & dismissed | January 2013 |
| BOX 2 N-Z January 2013 A-G February | 2013 Minor traffic & dismissed | Jan.-Feb. 2013 |
| BOX 3 H-Z February 2013 | 2013 Minor traffic & dismissed | February 2013 |
| BOX 4 A-O March 2013 | 2013 Minor traffic & dismissed | March 2013 |
| BOX 5 P-Z March 2013 A-Z April 2013 | 2013 Minor traffic & dismissed <i>ALL RECORDS HAVE MET RETENTION Sched.</i> | April 2013 |

Open Records to be destroyed by the following method: SHREDDING.

3/20/17
Date

D. P. [Signature]
Chief Justice, Presiding Judge, or Chair of the FCC Signature



IN THE 23rd JUDICIAL CIRCUIT COURT, Jefferson County, MISSOURI

COPY

Mailed Original
3/17/17

Division:
 Circuit/No. _____ Associate/No. _____ Probate/No. _____
 Municipal _____ City of ARNOLD
 Contact Person: LARRIE LARSEN Phone Number (636) 282-6695
 Signature of Contact Person: [Signature]

(Date File Stamp)

Court Operating Rule 8 authorizes the chief justice, presiding judge, or chair of the Fine Collections Center with the approval of the court en banc or committee, to issue orders of destruction for those records that have met the required retention period.

The records listed below were offered to State Archives and local historical organizations and were
 refused or no response was received after 45 days. All requirements under Court Operating Rule 8 have been satisfied.

The records listed below are not required to be offered to State Archives and local historical organizations.

Therefore, it is ordered that _____ (Appointing Authority) destroy the records described below.

Order of Destruction

| Book or Case Number Series | Book Title or Case Type | Dates of Cases/Books |
|--|--------------------------------|----------------------|
| BOX #6 H-Z APRIL 2013 | 2013 Minor traffic & dismissed | April 2013 |
| BOX #7 A-R MAY 2013 | 2013 Minor traffic & dismissed | May 2013 |
| BOX #8 S-Z MAY 2013 A-MC JUNE 2013 | 2013 Minor traffic & dismissed | May & June 2013 |
| BOX #9 A-Z 2013 | 2013 Dismissed | 2013 |
| BOX #10 Mc-Z JUNE A-F JULY | 2013 Minor traffic & dismissed | June & July 2013 |
| ALL RECORDS HAVE MET RETENTION PERIOD | | |

Open Records to be destroyed by the following method: SHREDDING

Date _____

Chief Justice, Presiding Judge, or Chair of the FCC Signature _____



COPY
 Mailed to
 Original to
 Presiding Judge
 3/21/17

Division:
 Circuit/No. _____ Associate/No. _____ Probate/No. _____
 Municipal _____ City of ARNOLD
 Contact Person: LARUE LAIBEN Phone Number (636) 282-6695
 Signature of Contact Person: Larue Laiben

(Date File Stamp)

Court Operating Rule 8 authorizes the chief justice, presiding judge, or chair of the Fine Collections Center with the approval of the court en banc or committee, to issue orders of destruction for those records that have met the required retention period.

- The records listed below were offered to State Archives and local historical organizations and were
 refused or no response was received after 45 days. All requirements under Court Operating Rule 8 have been satisfied.
 The records listed below are not required to be offered to State Archives and local historical organizations.

Therefore, it is ordered that _____ (Appointing Authority) destroy the records described below.

Order of Destruction

| Book or Case Number Series | Book Title or Case Type | Dates of Cases/Books |
|--|--------------------------------|----------------------|
| BOX #11 G-Z JULY 2013 | 2013 Minor traffic & dismissed | July 2013 |
| BOX #12 A-O AUGUST 2013 | 2013 Minor traffic & dismissed | August 2013 |
| BOX # 13 P-Z AUGUST 2013 A-Z SEPT. 2013 | 2013 Minor traffic & dismissed | August-Sept. 2013 |
| BOX #14 K-Z SEPT. 2013 A-F OCT. 2013 | 2013 Minor traffic & dismissed | Sept.-Oct. 2013 |
| BOX #15 G-Z OCT. 2013 A NOV. 2013 | 2013 Minor traffic & dismissed | Oct.-Nov. 2013 |
| ALL RECORDS HAVE MET RETENTION PERIOD | | |

Open Records to be destroyed by the following method:
SHREDDING

Date _____

Chief Justice, Presiding Judge, or Chair of the FCC Signature _____



IN THE 23rd JUDICIAL CIRCUIT COURT, Jefferson County, MISSOURI

COPY

*Mailed to
ORIGINAL
PRESIDING JUDGE
3/21/17*

(Date File Stamp)

Division:

Circuit/No. _____ Associate/No. _____ Probate/No. _____

Municipal _____ City of ARNOLD

Contact Person: LAURIE LAYBEN Phone Number (636) 282-6695

Signature of Contact Person: [Signature]

Court Operating Rule 8 authorizes the chief justice, presiding judge, or chair of the Fine Collections Center with the approval of the court en banc or committee, to issue orders of destruction for those records that have met the required retention period.

The records listed below were offered to State Archives and local historical organizations and were refused or no response was received after 45 days. All requirements under Court Operating Rule 8 have been satisfied.

The records listed below are not required to be offered to State Archives and local historical organizations.

Therefore, it is ordered that _____ (Appointing Authority) destroy the records described below.

Order of Destruction

| Book or Case Number Series | Book Title or Case Type | Dates of Cases/Books |
|---------------------------------------|--------------------------------|----------------------|
| BOX #16 B-Z NOV. 2013 | 2013 Minor traffic & dismissed | November 2013 |
| BOX #17 A-Z DEC. 2013 | 2013 Minor traffic & dismissed | December 2013 |
| ALL RECORDS HAVE MET RETENTION PERIOD | | |

Open Records to be destroyed by the following method:
SHREDDING

Date _____

Chief Justice, Presiding Judge, or Chair of the FCC Signature _____



COPY
 Mailed Original
 to Presiding Judge
 3/23/17
 (Date File Stamp)

Division:
 Circuit/No. _____ Associate/No. _____ Probate/No. _____
 Municipal _____ City of Arnold
 Contact Person: LAURIE LAIBEN Phone Number (636) 282-6695
 Signature of Contact Person: [Signature]

Court Operating Rule 8 authorizes the chief justice, presiding judge, or chair of the Fine Collections Center with the approval of the court en banc or committee, to issue orders of destruction for those records that have met the required retention period.

- The records listed below were offered to State Archives and local historical organizations and were
 - refused or no response was received after 45 days. All requirements under Court Operating Rule 8 have been satisfied.
- The records listed below are not required to be offered to State Archives and local historical organizations.

Therefore, it is ordered that BRYAN RICHISON (Appointing Authority) destroy the records described below.

Order of Destruction

| Book or Case Number Series | Book Title or Case Type | Dates of Cases/Books |
|---------------------------------------|-------------------------|----------------------|
| BOX #18 YEAR 2008 | TRAFFIC LIGHT CAMERA | 2008 |
| BOX #19 YEAR 2010 & 2011 | TRAFFIC LIGHT CAMERA | 2010 & 2011 |
| BOX #20 YEAR 2012 | TRAFFIC LIGHT CAMERA | 2012 |
| BOX #21 YEAR 2012 | TRAFFIC LIGHT CAMERA | 2012 |
| BOX #22 YEAR 2013 | TRAFFIC LIGHT CAMERA | 2013 |
| BOX #23 YEAR 2013 | TRAFFIC LIGHT CAMERA | 2013 |
| BOX #24 | TRAFFIC LIGHT CAMERA | 2013 & 2014 |
| ALL RECORDS HAVE MET RETENTION PERIOD | | |

Open Records to be destroyed by the following method:
SHREDDING

 Date Chief Justice, Presiding Judge, or Chair of the FCC Signature

MAYORAL

COMMITTEE APPOINTMENTS 2017/2018

Planning Commission – Brian McArthur

Parks and Leisure Service Board – Gary Plunk / Butch Cooley

Police Pension Review Board - David Owens

Tourism Commission – E. J. Fleischmann /Vernon Sullivan

Commission on Aging & Disabilities – Mark Hood

Liquor Committee – David Owens / Butch Cooley/Vernon Sullivan

Finance/Budget/Economic Development Committee – Jason Fulbright / Mark Hood

Farmers’ Market Committee – E. J. Fleischmann

Veterans Commission – Gary Plunk / Vernon Sullivan

Historic Preservation – Jason Fulbright

Foundation Commission - Mayor Ron Counts / Bryan Richison

The Liaison between the City and the Following Committees will be:

Chamber of Commerce – Bryan Richison

Economic Development of Jefferson County – Bryan Richison

Jefferson County Municipal League – City Administrator / Bryan Richison

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM

7 A

NAME OF TOPIC/PROJECT: A resolution authorizing the Mayor to execute an agreement with Clean Harbors Environmental Services, Inc. to provide emergency response for hazardous material and illicit discharge spills on an as needed basis for the City of Arnold.

SUMMARY EXPLANATION: This resolution authorizes the Mayor to execute the proposed emergency response agreement with Clean Harbors Environmental Services, Inc.

RECOMMENDED ACTION: **APPROVAL.**

Why is this action necessary? The City Council must approve the proposed agreement.

What does this action accomplish? Provides for emergency response to hazardous material and illicit discharges on an as needed basis.

Positive impacts and to whom? All City residents

Negative impacts and to whom? None

ADDITIONAL COMMENTS:

The City currently does not have an environmental contractor service in place to address the containment and Cleanup of a hazardous material of illicit discharge major event that may be presented to the City.

SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name: Clean Harbors Environmental, Inc. **Previous city contracts:** NO

Transaction amount: Unit prices **MBE/WBE Participation:** NA

Transaction type: Agreement

Comments:

SUMMARY OF SELECTION PROCESS

Number of bids: NA **Low bid:** NA **High bid:** NA

Comments: Special Emergency Service

SUMMARY OF BUDGET/COST

Budgeted amount: Unknown **Addl. Funding Required:** Unknown

Comments: If such event were to occur, funds would have to be allocated.

RESOLUTION NO: 17-15

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
STANDBY EMERGENCY RESPONSE AGREEMENT WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. TO
PROVIDE EMERGENCY HAZARDOUS MATERIALS AND ILLICIT
DISCHARGE SPILLS ON AN AS NEEDED BASIS FOR THE CITY
OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor
be, and is hereby authorized to enter into a Standby Emergency Response
Agreement with Clean Harbors Environmental Services, Inc. to provide
emergency hazardous materials and illicit discharge spills on an as needed basis
for the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



STANDBY EMERGENCY RESPONSE AGREEMENT

This Agreement is made this 21 day of April 2017, by and between Clean Harbors Environmental Services, Inc., and affiliates, a Massachusetts corporation, with offices located at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149, ("Contractor") and The City of Arnold, Missouri a municipality in the state of Missouri, with its principal place of business at 2101 Jeffco Blvd. 63010 ("Customer").

WHEREAS, Contractor is engaged in the business of providing Emergency Response Services ("Services") to respond to discharges of oil or other hazardous substances; and

WHEREAS, Customer desires to engage Contractor to provide such Services; and

WHEREAS, Customer and Contractor desire to establish the terms and conditions pursuant to which such Services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE 1. Purpose

- 1.1 This Agreement establishes the terms and conditions pursuant to which Contractor may furnish Customer with certain Services in connection with response to discharges of oil or other hazardous substances.
- 1.2 This Agreement shall not obligate Customer to purchase Services from Contractor, nor shall it obligate Contractor to provide Services, but shall govern all orders for Services issued by Customer and which are accepted by Contractor. Contractor will use best efforts to respond to requests by Customer for Services.
- 1.3 This Agreement will allow Customer to list Contractor as its provider of Services, as defined in Article 2, in emergency response plans and regulatory reporting.

ARTICLE 2. Scope of Services

- 2.1 The Services contemplated in connection with the response to discharges of oil or other hazardous substances may include, but not be limited to, the following:
 - o Containment, recovery, repackaging and removal of materials;
 - o Site evaluation, decontamination and restoration;
 - o Transportation, storage, treatment or disposal of wastes;

- o Technical services, including sampling, laboratory analysis, and other related services;
- o Standby of personnel and equipment in anticipation of imminent activation;
- o Training and mock spill drill deployments.

ARTICLE 3. Contractor's Warranties

- 3.1 Contractor shall provide supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services.
- 3.2 Contractor shall take necessary precautions for the safety of its employees, and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that Contractor shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by Customer's employees, its other contractors or agents.
- 3.3 Contractor represents that it holds the permits and licenses required for the performance of Services.

ARTICLE 4. Customer's Warranties

- 4.1 Customer shall provide full and complete information regarding its requirements for the Services.
- 4.2 Customer shall designate a representative ("Customer's Representative") who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf of Customer; approve Contractor's daily worksheets and to accept, verify and approve Contractor's invoices.
- 4.3 Customer shall be responsible for repairs to all private property, roadways, structures and rights-of-way resulting from Contractor's reasonable use thereof.
- 4.4 Customer represents and warrants that it shall provide payment to Contractor for the services provided by Contractor as set forth in Article 5.
- 4.5 Customer shall communicate to Contractor all special hazards or risks known to or learned by the Customer during the term hereof which are related to the performance of Services pursuant to this Agreement.
- 4.6 Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may

reasonably be provided to Contractor. Customer represents and warrants to Contractor that Customer has the requisite legal right, title, and interest necessary to provide access to the job site. In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents, the Contractor shall be entitled to an equitable adjustment of the Contract price and time.

ARTICLE 5. Compensation

- 5.1 The payment terms set forth herein are contingent upon the approval of Contractor's Credit Department. In the event of a change in Customer's financial condition, Contractor reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Contractor to exercise its rights under this article at any time shall not constitute a waiver of Contractor's continuing right to do so.
- 5.2 Customer agrees to pay Contractor for Services in accordance with Contractor's Rate Schedule for emergency response work ("Rates") in effect at the time Services are rendered. Customer hereby assigns to Contractor all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay Contractor directly. Customer's obligation to pay amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage.
- 5.3 Contractor will present its first invoice to Customer as soon as possible following commencement of Services provided hereunder, and may issue subsequent invoices every five (5) days thereafter. Customer agrees to pay the full amount of each invoice amount within fifteen (15) business days of the date of receipt of said invoice by Customer's Representative.
- 5.4 Customer agrees that interest shall accrue and will be paid to Contractor on any unpaid balance of any invoice after fifteen (15) business days of receipt of invoice by Customer at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law.
- 5.5 In the event that legal or other action is required to collect unpaid balances of invoices due Contractor, Customer agrees to pay all costs of collection, litigation or settlement incurred by Contractor, including reasonable attorneys fees. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.
- 5.6 In the event that work is suspended or terminated for any reason prior to the completion of the Services, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Contractor at the Rates and for reasonable demobilization costs.

- 5.7 Services related to litigation support or testimony in connection with or arising out of the work performed by Contractor hereunder is not within the Scope of Services covered by this Agreement unless specifically indicated as an add-on service. In the event such services are required and are not indicated as an add-on service, Customer agrees to pay Contractor in accordance with the Rates for any litigation support or testimony provided by Contractor in connection with, or arising out of, the work performed by Contractor hereunder.

ARTICLE 6. Changes in Work

- 6.1 In the event that changed or unforeseen circumstances at the work site necessitate changes in the work, Customer agrees to pay Contractor at the Rates, or for such costs incurred which are not delineated in the Rates, for any costs incurred or delays which may occur during Contractor's response to any emergency condition which threatens safety of persons or property during the performance of the Services.
- 6.2 If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affect the rights or obligations of Customer or Contractor under this Agreement, or the applicability of any taxes or fees, or the cost of handling waste materials, Customer and Contractor shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, Customer or Contractor shall have the right to terminate this Agreement immediately upon written notice to the other party.

ARTICLE 7. Insurance

- 7.1 Contractor shall keep in effect during the term of this Agreement the following insurance coverages:

| COVERAGE | LIMITS |
|------------------------------------|---|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability | \$2,000,000 |
| c. General Commercial Liability | \$2 million per occurrence \$4 million aggregate |
| d. Automobile | \$5 million combined single limit |
| e. Contractors Pollution Liability | \$10 million each Claim \$10 million all Claims |

- 7.2 Contractor shall provide Customer with a certificate of insurance upon written request.

ARTICLE 8. Indemnification

- 8.1 Contractor shall indemnify, defend and hold harmless Customer, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action

including, without limitation, bodily injury to or death of any person or destruction of or damage to any property, except natural resource and other damages as provided in Section 8.3, which Customer may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of Contractor, its agents or employees during the performance of this Agreement, or Contractor's failure to comply with any laws, regulations or lawful authority, or failure to comply with its obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from Customer's failure to comply with any laws, regulations or other lawful authority, or Customer's failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of Customer, its employees or agents.

8.2 Customer shall indemnify, defend and hold harmless Contractor, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which Contractor may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of Customer, its employees or agents or the failure of Customer to comply with any laws, regulations or other lawful authority or the failure of Customer to comply with its duties or obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from Contractor's failure to comply with any laws, regulations or lawful authority, or Contractor's failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of Contractor, its employees or agents.

8.3 Notwithstanding the foregoing, Customer shall indemnify, defend and hold harmless Contractor, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, the Comprehensive Environmental Response, Compensation and Liability Act or other local, state or Federal law or lawful authority applicable to discharges or releases of oil or hazardous substances which Contractor, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of, the release of oil or hazardous substances by Customer; provided, however, that the foregoing indemnity shall not apply to any claims, liabilities or causes of action caused by the transportation or disposal of waste materials by Contractor.

ARTICLE 9. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor dispute, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgements). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

ARTICLE 10. Termination

This Agreement may be terminated by either party upon forty-eight (48) hours prior notice to the other party.

ARTICLE 11. Notice

Any notice to be given under this Agreement shall be in writing and delivered to the address listed below:

Customer: ___ City of Arnold _____
 ___ Missouri _____
 ___ 2101 Jeffco Blvd. _____
 ___ Arnold, Missouri _____
 ___ 63010 _____

Contractor: Clean Harbors Environmental Services, Inc.
 42 Longwater Drive,
 P.O. Box 9149
 Norwell, MA 02061-9149
 Attn: General Counsel (Urgent Contract Matter)

ARTICLE 12. Additional Provisions

12.1 Limitation of Liability - Customer agrees that Contractor shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Contractor, its employees, agents and/or subcontractors.

12.2 Waiver - Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

- 12.3 Severability - If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement or other sections of this Agreement.
- 12.4 Entire Agreement - This Agreement and any Exhibits to this Agreement represent the entire understanding and agreement between Customer and Contractor and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. Modifications to this Agreement shall be in writing and shall be signed by the Customer and Contractor. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Contractor.
- 12.5 Survival - The provisions contained in Articles 3, 4, 5, 8 and 12 shall survive and remain in effect following the termination of this Agreement.
- 12.6 Applicable Law - This Agreement shall be interpreted and enforced according to the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CUSTOMER
City of Arnold, Missouri

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.

Signature: _____

Signature: _____

By: Ron Counts
PRINT NAME

By: _____
PRINT NAME

Title: Mayor

Title: _____



Regional Rate Sheet

Region: US MIDWEST

Rate Category Type: Emergency Response Services - Unsubscribed Customer

Currency Code: USD

| Description | UOM | Price (USD) |
|--|-----|-------------|
| FIELD PERSONNEL | | |
| Field Technician | HR | \$67.00 |
| Equipment Operator | HR | \$80.00 |
| Foreman | HR | \$87.00 |
| Chemist | HR | \$103.00 |
| Supervisor | HR | \$112.00 |
| Lead Chemist | HR | \$132.00 |
| Project Manager | HR | \$144.00 |
| Site Safety Officer | HR | \$153.00 |
| TECHNICAL PERSONNEL | | |
| Field Inspector | HR | \$93.00 |
| Mechanic | HR | \$110.00 |
| Welder | HR | \$110.00 |
| Field Engineer/Scientist/Geologist | HR | \$122.00 |
| Senior Engineer/Scientist/Geologist | HR | \$138.00 |
| Professional Engineer/LSP | HR | \$173.00 |
| ADMINISTRATIVE/MANAGERIAL PERSONNEL | | |
| On Site Administration | HR | \$74.00 |
| Emergency Response Coordinator | HR | \$144.00 |
| General Manager | HR | \$184.00 |
| PER DIEM / SUBSISTENCE | | |
| Per Diem / Subsistence | DAY | \$190.00 |
| HEAVY DUTY TRUCKS | | |
| Box Truck | HR | \$66.00 |
| Dump Truck, 10 Wheel | HR | \$82.00 |
| High Powered Vacuum Truck/Cusco | HR | \$146.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|--|-----|-------------|
| Rolloff Straightjob | HR | \$84.00 |
| Rolloff Two Can Trailer | HR | \$84.00 |
| Skid Mounted Vacuum System | HR | \$65.00 |
| Tractor Only, No Trailer | HR | \$62.00 |
| Tractor w/Box Van | HR | \$82.00 |
| Tractor w/Dump Trailer | HR | \$88.00 |
| Tractor w/Flatbed/Lowbed Trailer | HR | \$84.00 |
| Tractor w/Liquid Transporter | HR | \$90.00 |
| Tractor w/Rolloff Trailer | HR | \$84.00 |
| Tractor w/Vacuum Trailer | HR | \$96.00 |
| Vactor with Jet Rodder | HR | \$121.00 |
| Vacuum Truck, Straight | HR | \$77.00 |
| Wet/Dry High Powered Vacuum Truck/Guzzler | HR | \$146.00 |
| HYDRO EXCAVATION SERVICES | | |
| Hydrovac - Single Drive with Operator & Helper | HR | \$271.00 |
| Hydrovac - Tandem Drive with Operator & Helper | HR | \$300.00 |
| Hydrovac - Tri-Drive with Operator & Helper | HR | \$300.00 |
| Working Boiler / Heating Charge | HR | \$65.00 |
| LIGHT DUTY TRUCK/RESPONSE EQUIPMENT | | |
| Emergency Response Van | HR | \$81.00 |
| Pickup/Van/Car/Crew Cab | HR | \$22.00 |
| Spill Trailer | DAY | \$295.00 |
| Stake Body/Utility Truck | HR | \$38.00 |
| Utility / Support Trailer | DAY | \$201.00 |
| PRESSURE WASHING EQUIPMENT | | |
| 1000psi Pressure Washer | DAY | \$103.00 |
| 2000psi Pressure Washer | DAY | \$112.00 |
| 2500psi Hot Water Pressure Washer | DAY | \$351.00 |
| 2500psi Pressure Washer | DAY | \$122.00 |
| 3000psi Hot Water Pressure Washer | DAY | \$387.00 |
| High Pressure Blaster - 10,000 PSI 300 HP (50 GPM) | HR | \$73.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|--|-----|-------------|
| High Pressure Blaster - 20,000 PSI 300 HP (10 GPM) | HR | \$144.00 |
| High Pressure Blaster - 40,000 PSI 200 HP (6 GPM) | HR | \$170.00 |
| High Pressure Blaster - 40,000 PSI 300 HP (10 GPM) | HR | \$170.00 |
| Nozzle - 2D Automated | HR | \$67.00 |
| Nozzle - 3D Automated | HR | \$88.00 |
| PUMPING/TRANSFERRING PUMPS | | |
| Drum Loader | DAY | \$177.00 |
| Pump - Centrifugal, 2 in | DAY | \$113.00 |
| Pump - Diesel Lister, 3 in | DAY | \$159.00 |
| Pump - Double Diaphragm, 1 in | DAY | \$100.00 |
| Pump - Double Diaphragm, 2 in | DAY | \$141.00 |
| Pump - Double Diaphragm, 2 in, Chemical | DAY | \$187.00 |
| Pump - Double Diaphragm, 3 in | DAY | \$159.00 |
| Pump - Double Diaphragm, 3 in, Chemical | DAY | \$207.00 |
| Pump - Double Diaphragm, 4 in | DAY | \$218.00 |
| Pump - Electric Drum | DAY | \$112.00 |
| Pump - Electric Submersible, 2 in | DAY | \$89.00 |
| Pump - Electric Submersible, 3 in | DAY | \$112.00 |
| Pump - Electric Submersible, 4 in | DAY | \$164.00 |
| Pump - Hand | DAY | \$36.00 |
| Pump - Hydraulic Transfer, 4 in | HR | \$36.00 |
| Pump - Hydraulic Transfer, 6 in | HR | \$270.00 |
| Pump - Trash, 4 in | DAY | \$294.00 |
| MARINE RESPONSE EQUIPMENT | | |
| Airboat, Single Engine | DAY | \$1236.00 |
| Airboat, Twin Engine | DAY | \$3605.00 |
| Boat/Workskiff without Motor | DAY | \$146.00 |
| Brush Skimmer | DAY | \$824.00 |
| Containment Boom - 10" Per Foot Per Day | FT | \$1.83 |
| Containment Boom - 18" Per Foot Per Day | FT | \$2.05 |
| Containment Boom - 24" Per Foot Per Day | FT | \$2.65 |
| Containment Boom - 36" Per Foot Per Day | FT | \$2.97 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|---|-----|-------------|
| Drum Skimmer (24in-36in) | DAY | \$646.00 |
| Drum Skimmer, Double Barrel | DAY | \$979.00 |
| Hydraulic Power Pack for Skimmer | DAY | \$227.00 |
| Landing Craft (LCM), 26ft-29ft | DAY | \$979.00 |
| Landing Craft (LCM), 30ft-34ft | DAY | \$1236.00 |
| Landing Craft (LCM), 35ft-45ft | DAY | \$1854.00 |
| PFD Life Vest | DAY | \$27.00 |
| PFD Survival Suit / Cold Weather Survival Work Suits | DAY | \$81.00 |
| Power Barge Boat, 26ft-30ft | DAY | \$1133.00 |
| Power Barge Boat, 30ft-42ft | DAY | \$2060.00 |
| Power Workboat, Fast Response, 12-14ft | DAY | \$307.00 |
| Power Workboat, Fast Response, 15-17ft | DAY | \$367.00 |
| Power Workboat, Fast Response, 18-22ft | DAY | \$614.00 |
| Power Workboat, Fast Response, 23-26ft | DAY | \$773.00 |
| Power Workboat, Fast Response, 27-36ft | DAY | \$979.00 |
| Rigid Hull Inflatable (RIB) (18ft-22ft) | DAY | \$809.00 |
| Rope Mop - 4" (Per Foot) | FT | \$31.00 |
| Rope Mop - 9" (Per Foot) | FT | \$39.00 |
| Rotating Disc Skimmer Unit | DAY | \$840.00 |
| Skim Pack Skimmer | DAY | \$167.00 |
| Skimmer - C24H Hydraulically Powered Rope Mop Wringer | DAY | \$670.00 |
| Skimmer - C29H Hydraulically Powered Rope Mop Wringer | DAY | \$901.00 |
| Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer | DAY | \$798.00 |
| Skimmer, Duck Bill | DAY | \$29.00 |
| Skimming Vessel (Marco/JBF or Equivalent) 28-30ft | DAY | \$5639.00 |
| Skimming Vessel Belt Drive Replacement | EA | \$1341.00 |
| Weir Skimmer Unit | DAY | \$178.00 |
| FIELD ANALYTICAL | | |
| 4 Gas/5 Gas Meter | DAY | \$183.00 |
| Bailer & Sampling Equipment | DAY | \$62.00 |
| Draeger Air Monitoring Pump | DAY | \$81.00 |
| Explosion/Oxygen Meter | DAY | \$130.00 |
| Geiger Counter Meter | DAY | \$162.00 |

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



Regional Rate Sheet

| Description | UOM | Price (USD) |
|---|-----|-------------|
| Hydrogen Cyanide Meter | DAY | \$134.00 |
| Interface Probe | DAY | \$130.00 |
| Lumex RA915+ Mercury Vapor Analyzer | DAY | \$528.00 |
| Mercury Vapor Analyzer | DAY | \$270.00 |
| Particulate Meter, Mini Ram or equivalent | DAY | \$130.00 |
| Personal Air Pump Meter | DAY | \$62.00 |
| pH Meter | DAY | \$62.00 |
| PID Meter | DAY | \$130.00 |
| Well Purging/Sampling Pump | DAY | \$62.00 |
| HOSES/PIPE | | |
| Hose - Chemical, 2 in X 20 ft | DAY | \$38.00 |
| Hose - Chemical, 3 in X 20 ft | DAY | \$53.00 |
| Hose - Chemical, 4 in X 20 ft | DAY | \$69.00 |
| Hose - Flex, 4 in, per ft | FT | \$2.83 |
| Hose - Flex, 6 in, per ft | FT | \$3.61 |
| Hose - Lay Flat, 2 in X 25ft | DAY | \$28.00 |
| Hose - Lay Flat, 4 in X 25 ft | DAY | \$62.00 |
| Hose - Lay Flat, 6 in X 25 ft | DAY | \$81.00 |
| Hose - Suction, 2 in X 25 ft | DAY | \$32.00 |
| Hose - Suction, 3 in X 25 ft | DAY | \$43.00 |
| Hose - Suction, 4 in X 25 ft | DAY | \$62.00 |
| Hose - Suction, 6 in X 25 ft | DAY | \$90.00 |
| Wash Hose, 1/2in x 50ft | DAY | \$18.00 |
| EARTH MOVING EQUIPMENT | | |
| Backhoe Loader, 1 Yard Bucket | HR | \$81.00 |
| Bobcat Loader/Mini Excavator | HR | \$76.00 |
| Excavator, 20-30 Ton | HR | \$103.00 |
| Fork Attachment for Bobcat Loader | DAY | \$60.00 |
| Loader, 2-3 Yard Bucket | HR | \$79.00 |
| Mini Excavator | HR | \$76.00 |
| Sweeper Attachment for Bobcat Loader | DAY | \$146.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|---------------------------------------|-----|-------------|
| PNEUMATIC POWER TOOLS | | |
| 3/4in Drill, Rotary Hammer | DAY | \$94.00 |
| Jackhammer, 40Lb | DAY | \$67.00 |
| Jackhammer, 60Lb | DAY | \$84.00 |
| Jackhammer, 90Lb | DAY | \$101.00 |
| Pneumatic Chipping Gun | DAY | \$108.00 |
| Steel Nibbler, Pneumatic | DAY | \$135.00 |
| GAS POWERED TOOLS | | |
| Brush Cutter/Power Broom | DAY | \$126.00 |
| Chain Saw | DAY | \$126.00 |
| Cutoff Saw (Demo) | DAY | \$135.00 |
| ELECTRIC POWER TOOLS | | |
| 1/2in Drill, Electric | DAY | \$44.00 |
| Circular Saw, Electric | DAY | \$62.00 |
| Mercury Vacuum | DAY | \$212.00 |
| Reciprocating Saw (Sawzall), Electric | DAY | \$81.00 |
| Wet Vacuum (Shop Vac) | DAY | \$44.00 |
| SITE SUPPORT | | |
| 100 HP boiler unit | HR | \$103.00 |
| 15 Gal HEPA Vacuum | DAY | \$177.00 |
| 150,000 BTU Portable Heater | DAY | \$280.00 |
| 2 CU YD self dumping hopper | DAY | \$4.43 |
| 2,000 - 2,900 Gal Poly Storage Tank | DAY | \$81.00 |
| 20,000 Gal Frac Tank | DAY | \$167.00 |
| 3,000 - 3,900 Gal Steel Storage Tank | DAY | \$28.00 |
| 300 - 500 Gal Poly Storage Tank | DAY | \$42.00 |
| 4,000 - 6,000 Gal Poly Storage Tank | DAY | \$99.00 |
| Air Compressor 175-185 CFM | DAY | \$270.00 |
| Air Compressor 8-10 CFM | DAY | \$125.00 |
| ATV, 4X4 or 4X6 | DAY | \$377.00 |
| Carbon Filter System | DAY | \$256.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|---|-----|-------------|
| Decon Pool, 10ft x 10ft | DAY | \$155.00 |
| Decon Pool, 20ft x 100ft | DAY | \$464.00 |
| Decon Pool, 25ft x 50ft | DAY | \$309.00 |
| Decontamination Trailer | DAY | \$188.00 |
| Dewatering Box | DAY | \$177.00 |
| Drum Vacuum, Pneumatic | DAY | \$188.00 |
| Dump Trailer (Trailer Only, Staged on Site) | DAY | \$76.00 |
| Eyewash Station | DAY | \$55.00 |
| Frac Tank, Double Walled | DAY | \$200.00 |
| Generator - 12K Watt | DAY | \$258.00 |
| Generator - 4,000 Watt | DAY | \$143.00 |
| Generator - 5,000 Watt | DAY | \$162.00 |
| Generator - 8,000 Watt | DAY | \$188.00 |
| Halogen Spotlight | DAY | \$108.00 |
| Incident Command Unit | DAY | \$1615.00 |
| Intermodal Container | DAY | \$33.00 |
| Intrinsically Safe Drop Light | DAY | \$108.00 |
| Light Stand | DAY | \$108.00 |
| Light Tower w/Generator | DAY | \$539.00 |
| Manlift | DAY | \$258.00 |
| Office Trailer | DAY | \$118.00 |
| On-site Van Trailer (Tractor not included) | DAY | \$207.00 |
| Personnel Staging Tent, 10x10 ft, Purchased | EA | \$180.00 |
| Personnel Staging Tent, 20' x 30' | DAY | \$155.00 |
| Pump - Trash, 2 in | DAY | \$112.00 |
| Pump - Trash, 3 in | DAY | \$129.00 |
| Rolloff Container with Metal lid | DAY | \$24.00 |
| Rolloff Container with Tarp & Bows | DAY | \$21.00 |
| Sea Container / Conex / Tool Crib, 20 ft. | DAY | \$31.00 |
| Secondary Containment Unit | DAY | \$42.00 |
| Skid Mounted Liquid Phase Carbon System (10GPM) | DAY | \$70.00 |
| Tank Trailer/Transporter, No Tractor (For Storage Only) | DAY | \$469.00 |
| Traffic Cone/Barricade Unit | DAY | \$1.55 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|--|------|-------------|
| Utility/Cross Terrain Vehicle (Mule/Gator) | DAY | \$377.00 |
| Vacuum Box, Watertight | DAY | \$112.00 |
| SPECIALTY EQUIPMENT | | |
| Antiviral Disinfectant Fogger | DAY | \$180.00 |
| Auger, Manual | DAY | \$67.00 |
| Compactor | DAY | \$67.00 |
| Confined Space Entry Gear (Retrieval & Rescue Equip) | DAY | \$375.00 |
| Cutting Torch/Acetylene Torch | DAY | \$124.00 |
| DBI/Rogliss Tripod | DAY | \$67.00 |
| Digital Camera | DAY | \$89.00 |
| Drum Crusher, Portable | DAY | \$469.00 |
| Drum Tilter, Mechanical | DAY | \$177.00 |
| Electric Auger | DAY | \$76.00 |
| Electric Blower | DAY | \$90.00 |
| Explosion Proof Pneumatic Fan Blower | DAY | \$90.00 |
| Fiber Optic Camera | HR | \$60.00 |
| Fiber Optic Camera Truck | HR | \$153.00 |
| Forklift, 2,000Lb Capacity | DAY | \$431.00 |
| Forklift, 6,000Lb Capacity (High Reach / Lull) | DAY | \$464.00 |
| Plasma Cutting Torch | DAY | \$244.00 |
| Remote Drum Opener, Pnuematic | DAY | \$1228.00 |
| Sand Blaster and Hose | HR | \$30.00 |
| Transit Set | DAY | \$129.00 |
| Walk Behind Concrete Saw | DAY | \$235.00 |
| RESPIRATORY PROTECTION | | |
| 2 Man Breathing System | DAY | \$297.00 |
| 4 Man Breathing System | DAY | \$377.00 |
| Acid Cartridges | PAIR | \$30.00 |
| Asbestos Cartridges | PAIR | \$31.00 |
| Breathing Air Hose, 100ft | DAY | \$108.00 |
| Chlorine Cartridges | PAIR | \$30.00 |
| Mercury Cartridges | PAIR | \$56.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|--|------|-------------|
| MSA Chemical Cartridge | EA | \$31.00 |
| Negative Air Machine (Blower w/ HEPA filter) | DAY | \$270.00 |
| Organic Vapor Cartridges (No Dust) | PAIR | \$30.00 |
| Organic Vapor/Dust Combination Cartridges | PAIR | \$53.00 |
| Respirator, Full Face | DAY | \$33.00 |
| Self Contained Breathing Apparatus (SCBA) | DAY | \$270.00 |

PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)

| | | |
|--|----|----------|
| Level A w/ResponderPlus Suit/Changeout | EA | \$979.00 |
| Level B w/CPF2 or Polytyvec/Changeout | EA | \$206.00 |
| Level B w/CPF3 or Saranex Suit/Changeout | EA | \$258.00 |
| Level B w/CPF4 or Barricade Suit/Changeout | EA | \$309.00 |
| Level C w/CPF1,2 or Polytyvec/Changeout | EA | \$62.00 |
| Level C w/CPF3 or Saranex Suit/Changeout | EA | \$77.00 |
| Level C w/CPF4 or Barricade Suit/Changeout | EA | \$124.00 |
| Modified Level D (Tyvec, Gloves and Boots) | EA | \$31.00 |

CHEMICAL PROTECTIVE GARMENTS

| | | |
|---|----|----------|
| Chemrel Suit, Level C | EA | \$82.00 |
| Kappler CPF1 Suit (Blue) | EA | \$35.00 |
| Kappler CPF2 Suit (Grey) | EA | \$58.00 |
| Kappler CPF2 Suit w/Strapped Seams (Grey) | EA | \$97.00 |
| Kappler CPF3 Suit w/Hood & Boots (Tan) | EA | \$131.00 |
| Kappler CPF3 Suit w/Hood & Strapped Seams (Tan) | EA | \$165.00 |
| Kappler CPF4 Suit w/Hood & Boots (Green) | EA | \$136.00 |
| Nomex Suit and Hood | EA | \$57.00 |
| Polycoated Rain Gear, 22mil | EA | \$19.00 |
| Tyvec, Polycoat HD/BT | EA | \$19.00 |
| Tyvec, Saranex | EA | \$59.00 |
| Tyvec, White | EA | \$23.00 |

HAND PROTECTION

| | | |
|----------------------|------|---------|
| 14in Neoprene Gloves | PAIR | \$13.39 |
| 14in Nitrile Gloves | PAIR | \$13.39 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|--|------|-------------|
| Cotton Winter Glove Liners | PAIR | \$6.18 |
| Cut Resistant Gloves | PAIR | \$30.00 |
| Gloves - 12 in PVC | PAIR | \$11.33 |
| Gloves - 18 in PVC | PAIR | \$12.46 |
| Gloves - Leather | PAIR | \$8.24 |
| Latex Gloxes | BOX | \$14.00 |
| Puncture Resistant Gloves | PAIR | \$35.00 |
| Silver Shield Gloves | PAIR | \$35.00 |
| FOOT PROTECTION | | |
| Disposable Boot Covers (Chicken Boots) | PAIR | \$12.88 |
| Non Steel Toe Chest Waders - Purchased | PAIR | \$232.00 |
| Steel Toe Hip Boots - Purchase | PAIR | \$165.00 |
| Steel Toe Knee Boots | PAIR | \$82.00 |
| HEAD / FACIAL PROTECTION | | |
| 16oz Eyewash | EA | \$23.00 |
| Bottled Water / Stress Relief (Case) | CA | \$26.00 |
| Earplugs | PAIR | \$1.98 |
| Face/Splash Shield | EA | \$23.00 |
| First Aid Kit, 25 Person | EA | \$85.00 |
| DOT SHIPPING CONTAINERS | | |
| 1 Cubic Yard Supersac 13H2/Y/06 | EA | \$84.00 |
| 10 Gal / 40 Litre Fiber Drum | EA | \$41.00 |
| 110 Gal Steel Drum, Reconditioned 1A2/Y400S | EA | \$469.00 |
| 16 Gal / 70 L Closed Poly Drum | EA | \$63.00 |
| 16 Gal / 70 L Poly Drum 1H2/Y56/S | EA | \$66.00 |
| 16 Gal Fiber Drum | EA | \$30.00 |
| 18x18x24in Nonhazardous Pathological Waste Box | EA | \$10.30 |
| 20 Gal / 80 Litre Fiber Drum | EA | \$35.00 |
| 20 Gal / 80 Litre Poly Drum (1H2/Y56/S) | EA | \$103.00 |
| 275G / 1100 L Poly TOTE, DOT Rated | EA | \$283.00 |
| 275G / 1100 L Recondition Poly TOTE, DOT Rated | EA | \$235.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|--|-----|-------------|
| 30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100 | EA | \$80.00 |
| 30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200 | EA | \$97.00 |
| 30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100 | EA | \$92.00 |
| 30 Gal / 120 Litre Fiber Drum 1G/X56/S | EA | \$53.00 |
| 30 Gal / 120 Litre Poly Drum 1H2/Y142/S | EA | \$87.00 |
| 30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100 | EA | \$114.00 |
| 30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100 | EA | \$82.00 |
| 4ft Fluorescent Tube Box 4G/Y275 | EA | \$26.00 |
| 5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170 | EA | \$30.00 |
| 5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300 | EA | \$35.00 |
| 5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60 | EA | \$23.00 |
| 5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100 | EA | \$35.00 |
| 5.5 Gal / 20 L Steel Drum 1A2/Y23/S | EA | \$23.00 |
| 55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E) | EA | \$45.00 |
| 55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H) | EA | \$68.00 |
| 55 Gal / 205 L Stainless Steel Drum, Reconditioned | EA | \$260.00 |
| 55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150 | EA | \$103.00 |
| 55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled | EA | \$101.00 |
| 55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300 | EA | \$100.00 |
| 55 Gal / 205 Litre Fiber Drum 1G/Y190/S | EA | \$58.00 |
| 55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2 | EA | \$98.00 |
| 55 Gal / 205 Litre Poly Drum 1H2/Y237/S | EA | \$153.00 |
| 55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100 | EA | \$113.00 |
| 85 Gal / 320 Litre Steel Drum, New 1A2/X400/S | EA | \$237.00 |
| 85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S | EA | \$201.00 |
| 8ft Fluorescent Tube Box 4G/Y275 | EA | \$28.00 |
| 95 Gal Poly Drum 1H2/Y318/S (Overpack) | EA | \$278.00 |
| 95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack) | EA | \$276.00 |
| Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100) | EA | \$73.00 |
| Drum Liners | EA | \$23.00 |
| Drum Rings/Bolts/Gaskets | EA | \$30.00 |
| Dump Trailer Poly Liner | EA | \$99.00 |
| Filter/Liner for Filter Box | EA | \$367.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|---|------|-------------|
| Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122 | EA | \$159.00 |
| Flexbin, Cubic Yard Box for Non-Haz Waste | EA | \$103.00 |
| Flexbin/Cubic Yard Box Liner | EA | \$30.00 |
| Fluorescent Bulb Tubes, 4ft 100 bulb capacity | BOX2 | \$63.00 |
| Fluorescent Bulb Tubes, 8ft 100 bulb capacity | BOX2 | \$91.00 |
| Hazardous Waste Labels | EA | \$1.34 |
| Labels - DOT | EA | \$1.55 |
| Pathological Waste Bag | EA | \$6.28 |
| Poly Bags, 6mil, per Roll | EA | \$175.00 |
| Poly Sheet, 6mil 20ft x 100ft | EA | \$118.00 |
| Rolloff Poly Liner | EA | \$80.00 |
| Vacbox Liner/Bladder | EA | \$793.00 |
| Waste Wrangler | EA | \$193.00 |
| ABSORBENT MATERIALS | | |
| Absorbent Boom, 3in x 4ft | EA | \$8.24 |
| Absorbent Boom, 5in x 10ft x 4/Bale | BALE | \$159.00 |
| Absorbent Boom, 8in x 10ft x 4/Bale | BALE | \$254.00 |
| Absorbent Pad (101 Grade) 100/bale | BALE | \$131.00 |
| Absorbent Roll, 38in x 144ft | EA | \$186.00 |
| Absorbent Rug, 36in x 300ft | EA | \$309.00 |
| Absorbent Sweep, 17in x 100ft | BALE | \$164.00 |
| Activated Carbon for Water treatment systems | LBS | \$3.19 |
| Corn Cob Absorbent 40lb / 18 kg bag | BAG | \$18.00 |
| HGX Absorbent (Mercury absorbent) | LBS | \$21.00 |
| Oil Snare, on a Line, 50ft | EA | \$100.00 |
| Poly Absorbent, 20 lb / 23 kg | BAG | \$108.00 |
| Rags, 50 lb / 23 kg | BOX | \$63.00 |
| Speedi Dry | BAG | \$12.36 |
| SPI Solidification Particulate (Oil Bond) | LBS | \$20.00 |
| SPI Waterbond | LBS | \$16.00 |
| Vermiculite 4 cuft | BAG | \$48.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|---|-----|-------------|
| DEGREASERS & NEUTRALIZING AGENTS | | |
| 142 Solvent | GAL | \$11.33 |
| Antifreeze, Concentrate | GAL | \$5.97 |
| Antiviral Disinfectant Solution | GAL | \$46.00 |
| Capsur | GAL | \$175.00 |
| Cirtic Acid Solution, 15% | GAL | \$7.21 |
| Citrus Cleaner Degreaser | GAL | \$63.00 |
| Hydrated Lime, 50 lb / 23 kg | BAG | \$8.24 |
| Hydrochloric Acid | LBS | \$3.71 |
| Penetone Degreaser | GAL | \$34.00 |
| Pink Stuff Degreaser | GAL | \$23.00 |
| Simple Green Degreaser | GAL | \$35.00 |
| Soda Ash, 100 lb / 45 kg | BAG | \$54.00 |
| Sodium bisulfate 50 lb / 23 kg | BAG | \$125.00 |
| Sodium Hypochlorite, 15% (Bleach) | GAL | \$9.27 |
| SAMPLING AND LAB SUPPLIES | | |
| 8oz Sample Jars | EA | \$14.42 |
| CHLOR'N'OIL Test Kit 0-50ppm PCB | EA | \$40.00 |
| CHLOR-D-TECT 4000 Test Kit (Halogens) | EA | \$30.00 |
| Draeger Tube | EA | \$30.00 |
| pH Paper, 1-14/Roll | EA | \$18.00 |
| Sample Tube | EA | \$18.00 |
| MARINE EQUIPMENT | | |
| 1/2in Nylon Rope | FT | \$1.03 |
| 1/2in Poly Rope | FT | \$0.52 |
| 1/8in Poly Rope | FT | \$0.41 |
| 3/8in Unguarded Galvanized Chain | FT | \$7.21 |
| Anchor, 18Lb | EA | \$141.00 |
| PFD Deck Suit | EA | \$696.00 |
| PFD Safety Light | EA | \$30.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|---|-----|-------------|
| HAND TOOL/CONSTRUCTION ACCESSORIES | | |
| 16in Street Broom | EA | \$36.00 |
| 24in Floor Broom | EA | \$36.00 |
| 3 Gal Pump Spray Bottle | EA | \$56.00 |
| 3/8in Manilla Rope | FT | \$0.52 |
| 3/8in Manilla Rope Coil, 600ft | EA | \$170.00 |
| 3in Long Handle Scraper | EA | \$24.00 |
| 3in Scraper | EA | \$15.00 |
| Caution Tape/Roll | EA | \$58.00 |
| Chemical Tape/Roll | EA | \$53.00 |
| Deck/Scrub Brush | EA | \$19.00 |
| Disposable Hand Pump/Syphon Pump | EA | \$35.00 |
| Duct Tape/Roll | EA | \$12.36 |
| Extension Cord, 50ft | EA | \$58.00 |
| Fence Stakes | EA | \$9.37 |
| Fence, SILT 100ft | EA | \$147.00 |
| Flat Shovel | EA | \$33.00 |
| Garden Hoe | EA | \$31.00 |
| Garden Rake | EA | \$31.00 |
| Pitch Fork | EA | \$103.00 |
| Plastic Shovel | EA | \$57.00 |
| Sawzall Blade | EA | \$35.00 |
| Shrink Wrap | ROL | \$49.00 |
| Snow Fence/Safety Fence, 100ft | EA | \$79.00 |
| Spaded Shovel | EA | \$36.00 |
| Squeegee | EA | \$38.00 |
| WASTE MATERIAL APPROVAL | | |
| Profile Approval Fee (No Sample) | EA | \$75.00 |
| Sample & Profile Approval Fee | EA | \$150.00 |
| MISCELLANEOUS | | |
| Acetylene Bottle | EA | \$46.00 |

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Regional Rate Sheet

| Description | UOM | Price (USD) |
|-----------------------------------|-----|-------------|
| Breathing Air Bottle Refill | EA | \$31.00 |
| Collection Jar for Mercury Vacuum | EA | \$45.00 |
| Filter Bags - 25 Micron Nominal | EA | \$9.27 |
| Filtration Bag for Mercury Vacuum | EA | \$30.00 |
| Hand Cleaner | EA | \$34.00 |
| Misc. Handtools | DAY | \$50.00 |
| Rolloff Bow | EA | \$43.00 |
| Rolloff Tarp | EA | \$431.00 |

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Regional Rate Sheet

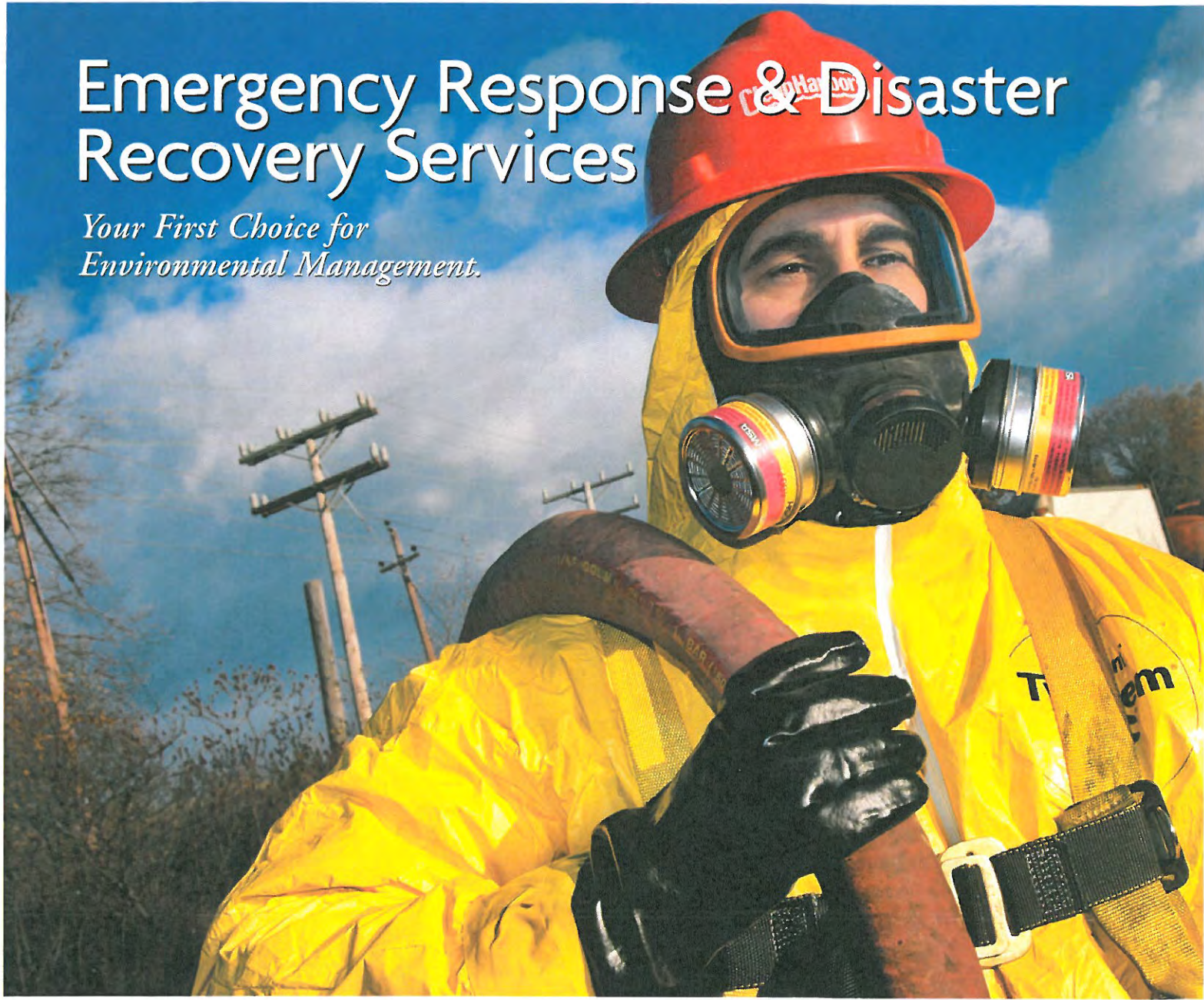
NOTES:

- 1) All labor, equipment, materials and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of thirty-five percent (35%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors' basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
- 2) Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$40.00 per day per person may apply to cover meals and incidentals.
- 3) At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
- 4) Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
- 5) Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24 hour day.
- 6) All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
- 7) Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
- 8) All emergency call-outs (i.e., less than 24-hour notice) will be subject to a minimum four (4) hour response charge or \$2000.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
- 9) Charges for Safety Plans are assessed on all projects involving OSHA regulated substances or when required by the Customer or other Agency. In some instances a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
- 10) A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice, excluding sales tax.
- 11) Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
- 12) Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
- 13) Unless specifically notated in the equipment description, all equipment rates are un-operated.
- 14) All waste disposal from project and or response activities will be charged additionally to the rates lists herein. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests/bills of lading and profiles.
- 15) Standby charges will be negotiated on a case-by-case basis.
- 16) Clean Harbors guarantees to hold prices firm for 60 days.

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Emergency Response & Disaster Recovery Services

Your First Choice for Environmental Management.



800.645.8265

One Number, One Call

Proven Leadership in Emergency Response

Clean Harbors manages over three thousand environmental emergency responses or disaster recovery operations on land and water throughout North America each year. Whether it's a cleanup and removal of a single mercury bottle or a large-scale multiphase containment and cleanup of a coastal oil spill or damage from a hurricane, companies and governmental agencies trust our expertise and technical knowledge to handle any emergency with the highest regard to the environment and health and safety.

Since 1980, Clean Harbors has taken the lead in identifying the most effective, safe and environmentally sound options for managing environmental emergencies. Our commitment to integrity and high performance standards has resulted in long-standing business relationships with government agencies, insurance

companies, and public and private companies. With more than 200 service locations and over 50 waste management facilities in the United States and Canada, Clean Harbors is your single source for the safe, efficient management of any environmental emergency.

Emergencies can happen anywhere and anytime in facilities, on roadways or in waterways. When time and safety are of the essence, Clean Harbors is ready to take control of your emergency situation and make appropriate decisions that will save you time and money.



Experience and Technical Knowledge

Public and private companies, and local, state, provincial and federal government agencies trust Clean Harbors to handle their emergency response and disaster recovery needs because they know we have the experience, technical knowledge and operational resources to get the job done right, while adhering to strict regulatory statutes as well as health and safety standards. From immediate response and containment to cleanup operations, Clean Harbors provides the manpower and equipment, logistical support, ICS/NIMS integration, and operational oversight to manage any size environmental emergency.

Clean Harbors can rapidly deploy hundreds of experienced, 40-hour-trained and certified workers to meet the needs of any incident. Whatever the response requires, from Level C through Level A, we handle a wide range of hazardous materials including oil, gasoline, chemical, PCB and biological hazards.

Clean Harbors typically responds to over-the-road incidents, punctured lines, tank overflows, leaking drums, and saddle tank spills, to major and catastrophic incidents such as large pipeline ruptures, ship groundings, tanker truck rollovers and facility releases that can easily threaten oceans, rivers, streams and lakes, as well as roadways, facilities and public areas.

One call to 800.645.8265 from anywhere across North America connects you to Clean Harbors' network of emergency response service centers. With our experience, technical knowledge and vast array of resources, Clean Harbors provides a complete solution. Customers know they are in good hands.

Services at a Glance

National Response Coverage

Emergency response capabilities throughout the United States, Canada and Puerto Rico

Oil Spill Response

All types of oil products, heavy, medium and light oils, PCBs, low flash point oil, submerged oils

Chemical/Hazardous Material Spill Response

Response to all types of chemicals

Biological/Infectious Agent Response

Animal and infectious diseases (AI, MCD, HMD, staph) and suspect chemical agents

Natural Disaster Response

Floods, fires, major storms

Emergency Pump-outs

Pump-outs of all products at various temperatures, pressures and consistencies

Emergency Lab Packing

Highly trained chemists skilled in chemical recognition, compatibility and packing

Emergency Response Packages

Contains all equipment and materials necessary to immediately contain and control releases

Standby Emergency Response Coverage

Providing standby services for facilities and vessels

Benefit from Our Full Range of Services

Oil Spill Response

- On land and water
- USCG Classified OSRO in ports across the U.S. and in Puerto Rico
- Response vessels, containment boom, skimming and recovery equipment
- Dedicated Response Strike Team and oil spill logistics management
- Certified vessel operators and crew support

Chemical/Hazardous Material Spill Response

- Acids/Caustics/Reactives
- Response to metals release, i.e., mercury, lead, cadmium, etc.
- Available on-site health and safety managers
- Online MSDS support with 24-hour access

Biological/Infectious Agent Response

- USDA 3D contractor for depopulation, disinfection and disposal
- WMD decontamination
- Whole building decontamination and disinfection of infectious substances
- Cruise ship, hotel, school cleaning

Natural Disaster Response

- Debris removal, facility cleanup and building drying
- Utility recovery teams
- Household hazardous waste and hazardous material recovery and collection
- Transportation and disposal services

Emergency Pump-outs

- On-site tank transfer and temporary storage
- Product recovery and materials reclamation

Emergency Lab Packing

- Fire and clandestine lab response
- Reactive and oxidizer removal, including inhibitors and on-site stabilization
- Cylinder and compressed gas management and disposal

Emergency Response Packages

- Portable and fully stocked, reduces initial spill response time
- Minimize environmental impact with less remediation afterwards
- Eliminate the need to maintain and inventory your own response equipment

Standby Emergency Response Coverage

- OPA90 and SPCC coverage
- Spill Drill PREP documentation
- Standby emergency response agreement and evergreen coverage

National Response Coverage

- Extensive internal resources coupled with national independent subcontractor network
- Dedicated point-of-contact to manage all calls
- Custom programs including on-site photos, post-incident reports, and required notifications

Clean Harbors

Commitment. Leadership. Confidence.

Clean Harbors is North America's leading provider of environmental, energy and industrial services serving over 50,000 customers, including a majority of Fortune 500 companies, thousands of smaller private entities, and numerous federal, state, provincial, and local governmental agencies.

Within Clean Harbors Environmental Services, the Company offers a broad range of hazardous material management and disposal services, including the collection, packaging, recycling, treatment and disposal of hazardous and non-hazardous waste. We also provide a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis.

Within Clean Harbors Energy and Industrial Services, the Company provides industrial and specialty services, such as high pressure and chemical cleaning, catalyst handling, decoking, material processing, and industrial lodging services to refineries, chemical plants, pulp and paper mills, and other industrial facilities. We also provide seismic, production, directional boring services, and surface rentals to the energy sector serving oil and gas exploration, production, and power generation.

Founded in 1980, Clean Harbors has grown to be the leading and most trusted environmental, energy and industrial services, and waste management company, fully committed to preserving natural resources, serving local communities, and adhering to strict government regulations.

Look to Clean Harbors to handle every aspect of your environmental, energy and industrial services management program.

Environmental Services

- Chemical Packing
- Emergency Response
- Field Services
- Household Hazardous Waste
- InSite Services
- Recycling Services
- Transformer Services
- Waste Disposal

Energy and Industrial Services

- Directional Boring
- InSite Services
- Lodging Services
- Production Services
- Industrial and Specialty Industrial Services
- Seismic Services
- Surface Rentals



For Emergency Response & Disaster Recovery Services

Call 800.645.8265

Or visit the Web at

www.cleanharbors.com

Corporate Headquarters

42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149
781.792.5000
800.282.0058



CITY OF ARNOLD, CITY COUNCIL, APRIL 20, 2017

TO: THE MAYOR AND CITY COUNCIL
FROM: DERRICK REDHEAD, PLANNER/GIS TECHNICIAN
RE: VOLUNTARY FLOOD BUYOUT POLICY RESOLUTION
DATE: APRIL 12, 2017

Request

The City was awarded funding at the beginning of March from FEMA's Flood Mitigation Assistance grant program to buy two floodplain properties heavily damaged by last winter's flood. The Community Development department has begun the process of acquiring the properties participating in the voluntary flood buyout program. The State Emergency Management Agency (SEMA) has several requirements of local authorities before green lighting the next steps in the grant program. One of those requirements include the adoption by the City of a Voluntary Flood Buyout Policy in compliance with SEMA regulations. The accompanying voluntary buyout policy was based primarily on language provided by SEMA and meets their guidelines on conducting buyouts. The adoption of this policy is a critical step in the flooded property buyout program, which cannot continue in the absence of a City buyout policy.

RESOLUTION NO. 17-16

A RESOLUTION ESTABLISHING A VOLUNTARY BUYOUT POLICY

WHEREAS, there remain numerous residential properties located within the corporate limits of the City of Arnold, Missouri (“City”) that are susceptible to flooding; and

WHEREAS, the City desires to avail itself of certain grant monies for the purpose of purchasing flood-prone properties; and

WHEREAS, access to grant funds requires the City to adopt a voluntary buyout policy;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the City of Arnold, Missouri Voluntary Flood Buyout Policy (“Policy”) is hereby adopted. Said Policy is made a part hereof this Resolution as Exhibits A.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

March 28, 2017

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CITY OF ARNOLD VOLUNTARY FLOOD BUYOUT POLICY

Priorities of Buyout Program

1. Residential properties on the Flood Mitigation Grant application.
2. Residential properties added to the buyout will be given consideration based on:
 1. Frequency of inundation;
 2. Proximity to the River; and
 3. Elevation

Open Space Assurance Statement

1. The City of Arnold, through adoption of this Policy does hereby provide the necessary assurance that all property acquired through the Flood Mitigation Grant Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in the federal statutes on voluntary buyouts section: 44 CFR 206.434(e).

2. (e) *Property acquisitions and relocation requirements.* Property acquisitions for funding pursuant to a project involving property acquisition, or the relocation of structures. Individuals are eligible for assistance only if the applicant enters into an agreement with the FEMA Regional Administrator that provides assurances that:

(1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:

(A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(B) A rest room; or

(C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.

(iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.

(2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, previous parking lots, and buffer zones.

(3) Any structures built on the prop, shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.
2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.
3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.
4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.
5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If the property owner cannot provide clear title, the property will be withdrawn from the project.
6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined under *Fair Market Value Determination* section. The cost for the appraisal will be paid for with grant funds.
7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the Uniform Relocation Assistance Act. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.
8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.
9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.
10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures,

windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.

11. Once the City has acquired the property, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any program income generated by the project will be documented.
12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.
13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.
14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.
15. The date of negotiations for the City of Arnold is the day the City provides written notification to potential buyout participants that grant funding **has been provided** to the City for a voluntary buyout program.

Fair Market Value Determination

1. All offers to property owners will be based on the pre-event fair market value established by a State of Missouri board certified, licensed appraiser minus any *Duplication of Benefits* (See next section).
2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.
3. The City will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.
4. If the property owner has an appraisal that was completed within the last twelve (12) months by a State of Missouri board certified, licensed appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.

5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of Arnold and owner appraisal to the Missouri State Emergency Management Agency (SEMA). The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.
6. All property appraisals will be completed with the following special buyout provisions:
 - The current appraisal must clearly indicate the value of the entire buyout package **and**
 - 1) the value of the residential structure only
 - 2) the value of the underlying real property and outbuildings only
 - Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.
 - Property previously purchased by the City of Arnold as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.
 - Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.
7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the current appraisal if not used for the intended purpose. Each property owner participating in a FEMA flood buyout **must sign an affidavit** disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1. If the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full current fair market value (FMV) compensates the owner for the loss of value that has occurred;

2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them;

3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

4. Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement. Note, premiums paid for up to five years prior to the disaster event to the National Flood Insurance Program as reported by FEMA will be reimbursed where applicable.

5. When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA. SEMA then submits the receipts to FEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from bonafide businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

If a property owner carried insurance through the National Flood Insurance Program (NFIP) at the time of the event, a payment equal to the amount paid for insurance premiums for up to five years prior to the event will be refunded to the policy holder as part of the Duplication of Benefits calculation.

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer is as follows:

General Buyout

Criteria:

1. Home and underlying real property is owned by the same owner
2. Property is occupied by the owner of the property or a tenant/renter

A property and property owner meeting the criteria listed above will be acquired at the current fair market value established by a qualified appraisal less any Duplication of Benefits.

Example: Property currently appraised at \$40,000
Duplication of Benefits total \$5,000
Property owner will be offered \$35,000

Land Plus Owner Relocation Payment

Criteria:

1. Home and underlying real property is owned by the same owner as a primary residence
2. Property is occupied by the owner of the property (i.e., owner-occupied)
3. Meet all requirements as outlined below:

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate that all of the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of “relocation” payments may be available:

1. Replacement Housing Payment a.k.a. Owner Relocation (maximum \$31,000)
2. Renter Relocation Assistance payment (maximum \$7,200 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

1. Maximum owner relocation payment a buyout participant may receive is \$31,000.
2. Individuals and families entitled to a replacement housing payment are those that:
 1. Own and occupy the dwelling participating in the buyout program as a primary residence, and
 2. Owned and occupied the dwelling participating during the incident period for the disaster, and
 3. Meets all other requirements as listed under the *Buyout Categories* section of this document.
 - The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area. Rental, lease, or other occupancy of a replacement dwelling does not qualify for a replacement housing payment.

- The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling.
- It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City.
- Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
- The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.
- The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

Example:

| | |
|---|--|
| Fair Market Value of Replacement Home | \$35,000 |
| Fair Market Value of Flood-Damaged Home | \$21,000 |
| Cost of new home: | \$35,000 |
| Less: value of flood-damaged home: | <u>(\$21,000)</u> |
| Replacement Housing Payment: | \$14,000 CANNOT EXCEED \$31,000 |
| Homeowner receives | \$21,000 |
| Plus: | <u>\$14,000</u> |
| Total Buyout Offer: | <u>\$35,000*</u> |

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.
2. The maximum renter relocation assistance grant may not exceed \$7,200 plus the cost to move personal property located inside the property based on a standard table of costs.
3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.
4. A *Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.

5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.
6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.
7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.
8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits (A, B, and C) which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the property;
2. There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the property;
3. At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the property;
4. There has never been any solid waste disposal site or underground storage tank located in, on or about the property, nor has there been any release from any underground storage tank on real property contiguous to the property which has resulted in any hazardous substance coming in contact with the property;
5. The seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the property, or any violation of any Environmental laws; and
6. To the best of property owner's knowledge, neither the property nor any real property contiguous to the property nor any predecessors in title to the property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of Arnold Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and staff at the City of Arnold. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the City Council shall be final and in all cases shall be the determining factor, after consultation with the State of Missouri.

4/12/2017

RESOLUTION NO: 17-17

A RESOLUTION APPOINTING CHRISTOPHER KELLER FORD TO THE
PLANNING AND ZONING COMMISSION TO SERVE THE REMAINDER
OF A FOUR-YEAR TERM

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Christopher Keller Ford is hereby appointed to serve the remainder of a four-year term, terminating on December 31, 2020 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

City Clerk Tammi Casey

Date: _____

EXPERIENCE

Fortune Bank

Assistant Vice President-Commercial Loan Officer

January 2015-Present

- Originate commercial real estate mortgages for properties throughout St. Louis and the surrounding areas. Property types include multi-family, retail, industrial, office, medical office, etc. Lending products include fixed rate, floating rate, lines of credit, and construction loans.

Fortune Bank

Credit Analyst

February 2014-Jan.2015

- Analyzes and monitors risk in the commercial loan portfolio and underwrites and structures commercial loan transactions for commercial real estate, lines of credit, letters of credit, acquisition, equipment, and many other loan needs

EDUCATION

Arkansas Tech University, Russellville, AR
Bachelor Degree Professional Studies
Graduated Magna cum Laude May of 2011

University of Central Arkansas, Conway, AR
Business: Finance

Crowley's Ridge Academy High School, Paragould, AR

Additional Information:

Arnold Rotary Member June 2014-Present

Jefferson County Foundation Board March 2016-Present

Midwest Easter Seals Volunteer

Mary Ellen Cox

From: Chris Ford <CFord@fortunefincorp.com>
Sent: Wednesday, April 12, 2017 2:34 PM
To: Mary Ellen Cox
Subject: RE: Committees

Good Afternoon Mary- Effective immediately I will be resigning from the Board of Adjustments due to other opportunities. I appreciate the time served on this board and look forward to serving the city where mayor counts believes I would be a good fit.

Thank you,
Chris Ford

From: Mary Ellen Cox [<mailto:mcox@arnoldmo.org>]
Sent: Wednesday, April 12, 2017 2:18 PM
To: Chris Ford <CFord@fortunefincorp.com>
Subject: Committees

Chris:

The Mayor told me that he was going to appoint you to the Planning and Zoning Commission and I will do a Resolution for this for the meeting on April 20th. Before I can do this I will need an e-mail from you resigning from the Board of Adjustments. Just a simple note saying that as of April 12th that you are resigning or something to that effect. If you have questions, just e-mail me. I will need the note ASAP.

Mary Ellen

NOTICE: This electronic mail message and any attached files are confidential. The information is exclusively for the use of the individual or entity intended as the recipient. If you are not the intended recipient, any use, copying, printing, reviewing, retention, disclosure, distribution or forwarding of the message or any attached file is not authorized and is strictly prohibited. If you have received this electronic mail message in error, please advise the sender by reply electronic mail immediately and permanently delete the original transmission, any attachments and any copies of this message from your computer system.

RESOLUTION NO: 17-18

A RESOLUTION APPOINTING DREW SOFIA TO THE
TOURISM COMMISSION TO SERVE THE REMAINDER OF A THREE
YEAR TERM

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Drew Sofia is hereby appointed to serve the remainder of a three-year term, terminating on December 31, 2019 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

City Clerk Tammi Casey

Date: _____