



**City Council Meeting
Council Chamber**

**August 17, 2023
7:00 P.M.**

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/87251659345?pwd=UHZFd0VjdzFmRIY0bkUzMmpNRXd4dz09>

Dial-in Number: 312 626 6799

Meeting ID: 872 5165 9345

Passcode: 292530

AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
 - A. Regular Council Meeting Minutes from **August 3, 2023.**
 - B. Payroll Warrant **#T00502 in the Amount of \$355,941.29.**
 - C. General Warrant **#5840 in the Amount of \$1,088,370.04.**
5. Ordinances:
 - A. **Bill #2861** An Ordinance of the City Council of the City of Arnold, Missouri, Amending Chapter 220 of the Arnold Code of Ordinances by Establishing Article VI Landlord Registration to Include Definitions and Requirements Related Thereto.

- B. **Bill #2862** An Ordinance Imposing A Sales Tax at a Rate of Three Percent on All Tangible Personal Property Retail Sales of Adult Use Marijuana Sold Within the City of Arnold, Pursuant to Article XIV, Section 2.6(5) Of the Missouri Constitution Subject to the Approval by the Voters of the City at the General Municipal Election to be Held on November 7, 2023; Designating the Form of Ballot; and Directing the City Clerk to Provide Notice of Said Election.
- C. **Bill #2863** An Ordinance Providing for the Adoption of the Fiscal Year 2024 Budget.
- D. **Bill #2864** An Ordinance Amending Chapter 120, Article III, of the Code of Ordinances Relating to Disclosure of Conflicts of Interests and Substantial Interests.

6. Resolutions:

- A. **Resolution #23-31** A Resolution Authorizing Payment to Missouri Brush Control for the City of Arnold.
- B. **Resolution #23-32** A Resolution Approving A Quote from Liftoff from Microsoft Office 365 Licenses.
- C. **Resolution #23-33** A Resolution Approving A Quote from ICC Community Development Solution for Laserfiche Technical Support.
- D. **Resolution #23-34** A Resolution Approving A Quote from Shelton Landscape and Maintenance for Construction of the Veterans Memorial.
- E. **Resolution #23-35** A Resolution Approving an Intergovernmental Agreement with the Jefferson County Collector for Tax Collection.
- F. **Resolution #23-36** A Resolution Authorizing the Mayor to Execute Certain Collective Bargaining Agreements.
- G. **Resolution #23-37** A Resolution Authorizing the Extension of a Collective Bargaining Agreement.

7. Motions:

- A. A Motion to Approve Liquor License Applications

8. Reports from Mayor and Council

9. Administrative Reports

10. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100.

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

The council meeting was also presented live via Zoom Video Conferencing.

The pledge of allegiance was recited. Councilman Gary Plunk offered the prayer.

ROLL CALL

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

BUSINESS FROM THE FLOOR

None

CONSENT AGENDA

- A. REGULAR COUNCIL MEETING MINUTES FROM JULY 6, 2023**
- B. SPECIAL COUNCIL MEETING MINUTES FROM JULY 13, 2023**
- C. PAYROLL WARRANT #T00481 IN THE AMOUNT OF \$363,992.96**
- D. PAYROLL WARRANT #T00490 IN THE AMOUNT OF \$349,201.94**
- E. GENERAL WARRANT #5838 IN THE AMOUNT OF \$629,282.33**
- F. GENERAL WARRANT #5839 IN THE AMOUNT OF \$915,133.17**

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

ORDINANCES

None

RESOLUTIONS

RESOLUTION NO 23-27 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OATS AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE MISSOURI STATE RD. SIDEWALK PROJECT TAP-9901(692)

Mark Hood made a motion and so moved to approve Resolution No 23-27. Seconded by Bill Moritz. Roll call vote: Hood, yes; Cooley, yes; Mullins, (excused); Fleischmann, yes; McArthur, yes; Moritz, yes; Fulbright, yes; Plunk, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO 23-28 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BILL HAMPTON ENTERPRISES, LLC FOR THE LONEDELL PROJECT STP-5445(602)

Butch Cooley made a motion and so moved to approve Resolution No 23-28. Seconded by Gary Plunk. Roll call vote: Hood, yes; Cooley, yes; Mullins, (excused); Fleischmann, yes; McArthur, yes; Moritz, yes; Fulbright, yes; Plunk, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO 23-29 – A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A JAIL USE AGREEMENT WITH BYRNES MILL, MISSOURI

Jason Fulbright made a motion and so moved to approve Resolution No 23-29. Seconded by EJ Fleischmann. Roll call vote: Hood, yes; Cooley, yes; Mullins, (excused); Fleischmann, yes; McArthur, yes; Moritz, yes; Fulbright, yes; Plunk, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO 23-30 – A RESOLUTION AUTHORIZING THE ARNOLD POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH FOX C-6 SCHOOL DISTRICT AS IT PERTAINS TO THE UTILIZATION OF THREE SCHOOL RESOURCE OFFICERS

EJ Fleischmann made a motion and so moved to approve Resolution No. 23-30. Seconded by Gary Plunk. Roll call vote: Hood, yes; Cooley, yes; Mullins, (excused); Fleischmann, yes; McArthur, yes; Moritz, yes; Fulbright, yes; Plunk, yes; 7 Yeas: **Resolution passed.**

MOTIONS

A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS

Tammi Casey informed council that the Liquor Committee had nothing to bring forward this evening.

B. A MOTION TO APPROVE PC-2023-20 FOREFRONT DERMATOLOGY CLINIC (CONDITIONAL USE PERMIT)

David Bookless informed council that this conditional use permit is to allow for a dermatology office at 130 Richardson Crossing. The Planning Commission held a public hearing at its July 25, 2023 meeting. The Planning Commission is forwarding a recommendation of approval by a vote of 7-0. If no action is taken tonight the CUP stands approved. No action was taken.

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

Butch Cooley made a motion and so moved to hold a Closed Session immediately following the City Council meeting. Seconded by Bill Moritz. Roll call vote: Hood, yes; Cooley, yes; Mullins, (excused); Fleischmann, yes; McArthur, yes; Moritz, yes; Fulbright, yes; Plunk, yes; 7 Yeas: **Motion carried.**

REPORTS FROM MAYOR AND COUNCIL

Mayor Counts – Encouraged everyone to attend the salsa contest at the Farmers Market this Saturday. The event will be judged entirely by Arnold police officers.

Gary Plunk, Ward 4 – Informed council that the Veterans Commission held a ground breaking ceremony last week for the memorial to be built at the Rec Center.

Dan Kroupa – Complimented Chief Carroll on the renegotiation of the Byrnes Mill jail use agreement.

Bill Moritz, Ward 2 – Asked if there is anything the City can do to further assist residents with tree and brush removal after storms occur. This led to discussion from council and staff.

Jason Fulbright, Ward 1 – Informed council that, with the Mayor's approval, he is working to reorganize a more official form of the Jefferson County Municipal League. Mr. Fulbright is speaking with other Jefferson County municipal council members, Mayors and staff to enlist their participation in the endeavor.

ADMINISTRATIVE REPORTS

Bryan Richison – Stated he believes that an official Jefferson County Municipal League is a wonderful idea and would benefit all municipalities in the county. He has seen it work very well in other counties throughout the state.

Chief Carroll – Stated he is excited to be part of the salsa judging at the Farmers Market this Saturday and appreciates the invitation to have the police officers serve as judges.

David Crutchley – Updated council on Rec Center projects. The roof project is complete, the bathroom floors are done and the ceiling project is almost complete.

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

4
Regular Meeting
August 3, 2023

Closed Session ended at 8:47 p.m.

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

Voice vote: All Yeas.

Meeting adjourned at 8:47 p.m.

A handwritten signature in blue ink that reads "Tammi Casey". The signature is written in a cursive style with a large initial "T".

City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 8/3/2023

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO 23-27	RESOLUTION NO 23-28	RESOLUTION NO 23-29	RESOLUTION NO 23-30	
COUNCIL MEMBERS:								
MAYOR	RON COUNTS	PRESENT						
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	RODNEY MULLINS	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	BILL MORITZ	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES	
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DAVE CRUTCHLEY		PRESENT	
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		JUDY WAGNER		PRESENT	
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:		DAN KROUPA		PRESENT	
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.		CHIEF CARROLL		PRESENT	
CITY ATTORNEY	BOB SWEENEY	PRESENT						

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 8/3/2023

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BILL NO - RESOLUTION - MOTION

		MOTION TO HOLD CLOSED SESSION					
COUNCIL MEMBERS:							
MAYOR	<u>RON COUNTS</u>						
COUNCIL:	<u>MARK HOOD</u>	YES					
COUNCIL:	<u>BUTCH COOLEY</u>	YES					
COUNCIL:	<u>RODNEY MULLINS</u>	EXCUSED					
COUNCIL:	<u>EJ FLEISCHMANN</u>	YES					
COUNCIL:	<u>BRIAN MCARTHUR</u>	YES					
COUNCIL:	<u>BILL MORITZ</u>	YES					
COUNCIL:	<u>JASON FULBRIGHT</u>	YES					
COUNCIL:	<u>GARY PLUNK</u>	YES					
CITY ADMINISTRATOR	BRYAN RICHISON		PARKS DIR:	DAVE CRUTCHLEY			
CITY CLERK	TAMMI CASEY		PUBLIC WORKS:	JUDY WAGNER			
COM DEV	DAVID BOOKLESS		TREASURER:	DAN KROUPA			
FINANCE DIRECTOR	BILL LEHMANN		POLICE DEPT.	CHIEF CARROLL			
CITY ATTORNEY	BOB SWEENEY						



CITY COUNCIL AGENDA ITEM STAFF REPORT

MEETING DATE:	August 17, 2023
TITLE:	An ordinance amending Chapter 220 of the Arnold Code of Ordinances by establishing <i>Article VI Landlord Registration</i> .
DEPARTMENT:	Community Development
PROJECT MANAGER:	David B. Bookless, Director
ACTION:	City Council Approval
ATTACHMENTS:	Ordinance

EXECUTIVE SUMMARY:

At its July 13, 2023 Work Session, the Council discussed how the City has seen a disproportionate number of nuisances occurring at certain rental dwellings, many of which are owned or controlled by absentee landlords/owners. Council considered the difficulties faced by staff in identifying responsible persons for such properties in order to ensure timely compliance with relevant city codes. After some deliberation, the Council concluded that a landlord registration program would be a reasonable step toward minimizing and abating public nuisances and ensuring safe, viable, and well-maintained rental dwellings, and a healthy City.

After verifying that the City has the capacity to manage such a program by way of its online permitting, licensing, and registration system, Staff crafted the attached draft ordinance establishing such a program for Council's consideration.

RECOMMENDATION:

Staff recommends Council approval.

BILL NO. 2861

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI,
AMENDING CHAPTER 220 OF THE ARNOLD CODE OF ORDINANCES BY
ESTABLISHING ARTICLE VI LANDLORD REGISTRATION TO INCLUDE
DEFINITIONS AND REQUIREMENTS RELATED THERETO.**

WHEREAS, municipalities are charged with and responsible for suppressing all nuisances which are, or may be, injurious to the health and welfare of the inhabitants of the City of Arnold (“City”) or prejudicial to the morals thereof; and

WHEREAS, City codes, unless administered and enforced in a timely manner, may result in the development and exasperation of public nuisances; and

WHEREAS, the City has experienced and documented conditions at certain rental dwellings that have resulted in the development and exasperation of public nuisances; and

WHEREAS, the City has, on occasion, expended a disproportionate percentage of its code enforcement service on certain rental dwellings; and

WHEREAS, many of the aforementioned rental dwellings are owned or controlled by absentee landlords/owners; and

WHEREAS, the City's code enforcement officer(s) cannot adequately perform the essential functions of code enforcement without knowing certain vital information, including the name, address and phone number of the landlord/owner when conditions exist that violate City ordinance(s); and

WHEREAS, the identification of responsible persons for the property who are easily accessible is more difficult when property owners do not reside in the City of Arnold or its vicinity, and such identification will assist the City to ensure safety and compliance with relevant city codes; and

WHEREAS, the City Council, after discussing the matter, concludes that a landlord registration program is a reasonable step toward minimizing and abating public nuisances and ensuring safe, viable, and well-maintained rental dwellings, and a healthy City; and

WHEREAS, the City Council of the City of Arnold desires to amend the Arnold Code of Ordinances.

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

SECTION 1: That Chapter 220 General Nuisances of the Arnold Code of Ordinances is hereby amended by the addition thereto of Article VI, entitled “Landlord Registration”, to be read in its entirety as follows:

“Article VI LANDLORD REGISTRATION

Section 220.810 Definitions.

For the purposes of this Chapter, the following terms shall be deemed to have the meanings indicated below:

LANDLORD (OWNER)

Any person, partnership, limited liability company, trust, corporation or other business organization who, singularly or in conjunction with others, rents, or leases, or continues to rent or lease, any residential real property or offers residential property for rent or lease.

RENTAL DWELLING

A self-contained residential home or apartment (or functionally similar structure) whether or not attached to or incorporated into any other structure.

Section 220.820 Registration required.

- A.** No person, partnership, limited liability company, corporation or other business organization shall rent, lease or offer to rent or lease, any residential rental property located within the City of Arnold, unless prior to doing so that the person, partnership, limited liability company, corporation or other business organization has registered as a landlord.
- B.** In the event any landlord acquires additional residential rental property, or any person, partnership, limited liability company, corporation or other business organization becomes the owner of residential rental property, they shall register the additional property within 30 days of acquiring title. Registration is not transferable to any other building or to another owner.
- C.** The owner of any rental dwelling as defined in this Chapter shall register as a landlord annually with the City. It shall be a violation of this code for any person or entity to fail to register as landlord regulated by this Chapter.
- D.** All registrations issued under this Chapter shall expire on December 31 of each year and shall be subject to renewal annually. Application for renewal of registration in any year will be accepted beginning January 1 and may be made without penalty through January 31.

Section 220.830 Registration process.

A. The landlord shall fill out a registration form prepared by the City. While the information contained in the form may change from time to time, it will generally seek:

1. All of the residential rental property owned by common name of the property, if any, and exact street address of each dwelling to be registered, including unit number and total number units in each dwelling;
2. The legal names of all owners of the property;
3. The complete mailing address of all owners;
4. Telephone numbers of each owner, including cell phone and mobile phone numbers;
5. Date of birth of all owners.
6. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, the name, address and phone number of the any of the following shall be provided:
 - a. For a corporation, a corporate officer and the chief operating officer;
 - b. For a partnership, the managing partner;
 - c. For a limited liability company, the managing or administrative member;
 - d. For a limited partnership, a general partner;
 - e. For a trust, a trustee; or
 - f. For a real estate investment trust, a general partner or an officer.
7. The full name, address, telephone number, email address, and a copy of the driver's license of the property manager and a local agent authorized by the owner to handle the affairs of the property. The property manager and local agent shall be an individual over the age of 18 years. For the purpose of this subsection, "local" shall mean a person who resides within the City of Arnold or within 50 miles of the City limits and may be one of the owners. The property manager and local agent may be the same or separate individuals. If the property manager and local agent is not an owner, the owners shall provide proof that the property manager and local agent is authorized to act on the owner's behalf.

Section 220.840 Responsibilities of Property Manager and Local Agent.

The registered property manager and local agent shall be designated by the owner of the property as responsible for operating such property in compliance with all of the provisions of the codes and ordinances of the city, and for providing access to such property for the purpose of making the inspections necessary to ensure compliance with the codes and ordinances of the city. All official notices of the city may be served upon the registered local agent. Any notice so served on the registered local agent shall be deemed to have been served upon the owner of record. The owner shall ensure that at least one registered local agent shall be responsible at all times for purposes of controlling activities or conduct which occurs on the premises.

Section 220.850 Registration Fees.

There shall be no fee for Landlord Registration.

Section 220.860 Rental registration timing.

Within one year of the passage of this section, all landlords, as defined herein, shall register with the City of Arnold as provided in this Chapter. If city personnel receive a complaint about non-registration or if non-registration comes to the attention of city personnel in any way within the said one year, there will be no penalty against the non-registering landlord. However, beginning one year after passage of this section, a non-registering landlord will be subject to a penalties as provided in in this Chapter.

Section 220.870 Penalty for failure to register.

- A. The remedies provided for herein for failure to comply with this Section shall be cumulative and in addition to any other remedy at law or equity.
- B. Any person who fails to register, or renew a registration, within 30 days of being required to do so, for one or more properties, shall be guilty of an ordinance violation and shall be fined not less than \$25.00 per day, per property. Each subsequent day shall be considered a separate violation. Prior to charging any person with violating this section, the Building Commissioner or his or her designee shall notify the accused of the violation and give the accused ten (10) days to register, if the accused shall register within the said ten days then this shall be a complete defense to the charge.
- C. No occupancy permits, building permits, or any other permit or licenses shall be granted to any landlord or property owner who fails to register, or renew a registration, as required herein, for one or more properties within the City of Arnold.

Section 220.880 through 220.890 *Reserved.*

SECTION 2: Saving clause. That nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 3: If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

SECTION 4: All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED ON THIS ____ DAY OF _____, 2023.

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF ARNOLD, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION

WHEREAS, § 77.260, RSMo provides that the City Council of the City of Arnold may enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof; and

WHEREAS, on November 8, 2022, Missouri voters approved an amendment to Article XIV of the Missouri Constitution by amending Section 1 of Article XIV, and enacting a new Section 2 of Article XIV, to remove state prohibitions on the purchase, possession, consumption, use, delivery, manufacture, and sale of marijuana for personal use for adults over the age of 21, and imposing a six percent (6%) sales tax on the retail purchase of adult use marijuana, effective December 8, 2022 (“Amendment 3”); and

WHEREAS, Section 2.6(5) of Article XIV, as enacted by Amendment 3, authorizes a city to impose an additional sales tax of up to three percent on the retail purchase of adult use marijuana, upon the approval of the majority of the qualified voters in such city; and

WHEREAS, City staff has determined that a three percent (3%) tax on the sale of adult use marijuana in the City would be appropriate and would provide much-needed funding to meet law enforcement and infrastructure needs related to marijuana sales; and

WHEREAS, Article X, § 22 of the Constitution of the State of Missouri, requires that the qualified voters of a jurisdiction must approve any new or increased levy of taxes; and

WHEREAS, the City Council of the City of Arnold finds and determines that the proposed authorization of a local sales tax on adult use marijuana would be in the best interest of the City.

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

SECTION 1. A proposition shall be submitted to the qualified voters of the City of Arnold, Missouri, for their approval, at the election hereby called and to be held in the City on

Tuesday, November 7, 2023. The ballot submission shall contain substantially the following language:

Proposition 1

Shall the City of Arnold impose a sales tax of three percent (3.0 %) on the sale of adult use marijuana within the City of Arnold?

Yes No

SECTION 2. The City Clerk is hereby authorized and directed to notify the County Clerk/Election Authority of Jefferson, Missouri, of the adoption of this Ordinance by certifying the aforementioned ballot language no later than 5:00 p.m. on August 29, 2023, and to take such other action as may be required so that this election may be lawfully conducted. Officials, agents and employees of the City are hereby authorized and directed to take any such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

READ TWO TIMES, PASSED AND APPROVED ON THIS _____ DAY OF _____, 2023.

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

BILL NO. 2863

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE
FISCAL YEAR 2024 BUDGET

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

Section 1. The Fiscal Year 2024 Budget effective September 1, 2023 is hereby adopted by reference. A copy of said budget is attached hereto and made a part hereof.

Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.

Section 3. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF August 2023.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney

AN ORDINANCE AMENDING CHAPTER 120, ARTICLE III, OF THE CODE
OF ORDINANCES RELATING TO DISCLOSURE OF CONFLICTS OF
INTERESTS AND SUBSTANTIAL INTERESTS

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

Section 1. Chapter 120, Article III, of the Code of Ordinances is hereby repealed and replaced
with the following words:

“ARTICLE III”

DISCLOSURE OF CONFLICTS OF INTERESTS AND SUBSTANTIAL INTERESTS

Sec. 120.270. Declaration of policy.

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Sec. 120.280. Conflicts of interests.

The mayor and any member of the city council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the city council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

Sec. 120.290. Disclosure reports.

Each elected official, the city administrator, and the finance director shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500.00), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty, due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision;
- (3) The city administrator and finance director also shall disclose by May 1 for the previous calendar year the following information:
 - a. The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000.00) or more was received during the year covered by the statement;

- b. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten (10) per cent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two (2) per cent or more of any class of outstanding stock, limited partnership units or other equity interests;
- c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Sec. 120.300. Filing of reports.

The reports, in the attached format, shall be filed with the city clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Sec. 120.310. When filed.

The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year:

- (1) Each person appointed to office shall file the statement within thirty-days (30) of such appointment or employment;
- (2) Every other person required to file a financial interest statement shall file the statement annually, not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the city council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.”

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

READ TWO TIMES, PASSED AND APPROVED THIS ____ DAY OF AUGUST 2023.

(SIGNATURES ON NEXT PAGE)

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

Robert Sweeney, City Attorney

RESOLUTION NO: 23-31

A RESOLUTION AUTHORIZING PAYMENT TO MISSOURI BRUSH
CONTROL 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 approve the payment of \$15,312.50 to Missouri Brush Control for the brush cutting work at various locations in the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



Missouri Brush Control
124 Tall Oaks Dr
Eureka MO 63025

Kyle Kasparek
636-262-9847

5-29-23

Charlie Allen
City Of Arnold

Time and material rates

- Cat HM 415 mulcher (Carbide) 250.00 pr/hr
- Cat Hm 418 mulcher (Knives) 312.50 pr/hr
- Cat 309 excavator W/mulcher 312.50 pr/hr
- Cat 309 excavator W/Brushhog 250.00 pr/hr
- Laborer 70.00 pr/hr
- Follow Truck 100.00 pr/hr

INVOICE

Missouri Brush Control
124 Tall Oaks Dr, MO 63025-3581

mo.mulching@gmail.com
+1 (636) 262-9847

City of Arnold

Bill to

City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010
United States

Ship to

City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010
United States

Invoice details

Invoice no.: 1288
Terms: Net 30
Invoice date: 08/01/2023
Due date: 08/31/2023

Product or service		Amount
1. Forestry Mulching 7/18 - Clearing on Tenbrook Bridge & Edgewood	5 units × \$312.50	\$1,562.50
2. Forestry Mulching 7/19 - Clearing Tenbrook Rd.	8 units × \$312.50	\$2,500.00
3. Forestry Mulching 7/20 - Clearing Tenbrook Rd. (Rained out PM)	4 units × \$312.50	\$1,250.00
4. Forestry Mulching 7/21 - Clearing Tenbrook Rd. to South Gate	8 units × \$312.50	\$2,500.00
5. Forestry Mulching 7/24 - Clearing Tenbrook Rd. to Finish	8 units × \$312.50	\$2,500.00
6. Forestry Mulching 7/25 - Clearing Lemay Ferry & Richardson Rd.	8 units × \$312.50	\$2,500.00
7. Forestry Mulching 7/26 - Clearing Lemay Ferry & Pome & Londell	8 units × \$312.50	\$2,500.00
	Total	\$15,312.50

Note to customer

PO #230559

RESOLUTION NO: 23-32

A RESOLUTION APPROVING A QUOTE FROM LIFTOFF FOR
MICROSOFT OFFICE 365 LICENSES.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached quote from Liftoff for Microsoft Office 365 Licenses is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



QUOTE

as of 7/18/2023

Bill to:

City of Arnold, MO
2101 Jeffco Blvd.
Arnold, MO 63010

Ship to:

City of Arnold, MO
2101 Jeffco Blvd.
Arnold, MO 63010

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Office 365 Plan G1	U4S-00002	12	10.00	160	\$19,200.00
Office 365 Project Plan 3	7MS-00001	12	30.00	1	\$360.00
Power BI Pro GCC	DDJ-00001	12	10.00	1	\$120.00
Defender Plan 1	3GU-00001	12	2.00	160	\$3,840.00
Azure AD Prem P1	MQM-00001	12	5.70	159	\$10,875.60
Azure AD Prem P2	MQN-00001	12	8.50	1	\$102.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: \$34,497.60

*LIFTOFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially

“Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

RESOLUTION NO: 23-33

A RESOLUTION APPROVING A QUOTE FROM ICC COMMUNITY
DEVELOPMENT SOLUTION FOR LASERFICHE TECHNICAL
SUPPORT.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached quote from ICC Community Development Solutions for Laserfiche technical support is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



Remit To:
P.O. Box 772511
Detroit MI 48277-2511

Invoice No: CMS0024893
Invoice Date: 7/18/2023
Due Date: 8/17/2023
Terms: Net 30
Customer No: AR3228
PO:

Laserfiche Support Renewal

Maintenance Start: 9/7/2023
Maintenance Ends: 9/6/2024

Bill To:

City of Arnold
Deion Christopher
2101 Jeffco Boulevard

Arnold MO 63010

Qty	Item/Description:	Amount
1	Avante Server for SQL Express	\$300.00
27	Avante Named Full User w/ Snap	\$3,240.00
27	LF Advanced Audit Trail Basic	\$540.00
1	Docs in the Cloud Hosting	\$7,600.00

Replaces invoice CMS0024834

Subtotal	\$11,680.00
EXEMPT	\$0.00
Payment/Credit:	\$0.00
Total Due	\$11,680.00

Invoice Questions: (800)836-8834 x315 * Fax(585)328-8189 accounting@generalcode.com
This invoice is subject to ICC CDS Terms & Conditions which are available at
<https://icc-cds.com/terms-conditions/>
We Appreciate your business!

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

7/18/2023

Catherine Butler

Accounting Administrator

RESOLUTION NO: 23-34

A RESOLUTION APPROVING A QUOTE FROM SHELTON
LANDSCAPE AND MAINTENANCE FOR CONSTRUCTION OF THE
VETERANS MEMORIAL.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached quote from Shelton Landscape and Maintenance for the construction of the Veterans Memorial is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

1515 Lonedell Industrial Court
 Arnold, MO 63010
 Phone: 636-296-4660



City of Arnold
 Phone: (636) 296-2100

2101 Jeffco Blvd.
 Arnold, MO 63010

Print Date: 8-4-2023

City Of Arnold - Veterans Memorial

Material & Labor

Includes required labor and below specified materials for the installation of a new hardscape components per plan and following specifications. Remove and stockpiled 'cut' soil for new memorial patio placement on hillside. Install below specified concrete for new patio and star subbase per landscape designer's and City Officials onsite placement. Contractor to install pier for new Flag pole. Install below specified pavers and "paver flag" supplied by others for new concrete patio inlay. Pavers to be installed on a Meramec sand paver bedding layer. Pavers to be cut to fit star layout. Joints to be filled with below specified polymeric sand. Concrete patio to be finish with a trowel and broom finish. Proposal only includes a concrete patio by 30' diameter. Sidewalk is not included, as exact size will be determined onsite.

Items	Description
UNILOCK	~165sq.ft. Unilock, Town Hall, in Basalt
FILL GRAVEL	Required 1" Clean Gravel
CONCRETE	~705sq.ft. of Concrete Patio and Paver Sub-Base (6" thick Patio Pour) Trowel and Broom Finish
SAND	Required Medium Meramec Sand (ASTM C33)
TECHNISEAL	~4 bags of Techniseal's, Polymeric Sand HP Nextgel Urban Grey
MACHINE RATE	
LABOR RATE	

Total Price: \$23,768.00

CONTRACTOR AGREEMENT

THIS AGREEMENT made by and between Shelton Landscape & Maintenance INC., hereinafter called the Contractor and City of Arnold, hereinafter called the Owner.

WITNESSETH, that the Contractor, and the Owner for the considerations named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The contractor shall furnish all the materials and perform all the work shown and/or described in the specifications entitled above, as it pertains to work performed on property address, specified above.

ARTICLE 2. THE CONTRACT PRICE

The Owner shall pay the Contractor for the material and labor to be performed under the above specified Contract price, subject to additions and deductions pursuant to change orders authorized by both the Contractor and Owner.

ARTICLE 3. PROGRESS PAYMENTS

Payments of the Contract Price shall be timely paid in the manner following: **Deposit payment of \$11,880.00 to be paid upon acceptance of proposal.** Down payment must be received within 10 days of proposal acceptance to ensure there is efficient timing for ordering of material, any required permit and associated fees, and but not limited to the delay in project start date from initial estimate. The final payment of \$11,880.00 is due after the project has been completed and approved by the Owner or the general contractor. **The final payment may not exceed 10 business days from the project's completion.**

All payments shall be timely paid pursuant to the above schedule to avoid any late payment fee. If payments are not received in such manner, Owner agrees to pay all interest accrued on any outstanding balance at a monthly percentage rate of 2 %. **Any refusal to pay late fees will result in nullification of all warranties and lien waivers.**

Furthermore, Contractor maintains the absolute right to enter the property anytime, with or without notice, to remove and take possession of all unused materials, plants and all equipment owned or leased by Contractor. Contractor may also file a lien against the property pursuant to Section 429.010, et seq., of the Revised Statutes of Missouri to secure payment of work or labor completed, machinery or equipment rented, materials, trees, plants or any type of landscaping goods or services furnished.

ARTICLE 4. GENERAL PROVISIONS

1. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and specifications **for any engineered or permit required project**, a description of the work to be completed, a description of the materials and equipment to be used, and the agreed consideration for the project.
2. **Any unforeseen expenses arising from engineering design changes by Jefferson County or otherwise, hidden sub grade complications; including any utility or irrigation lines or pipes, footings, old concrete, ledge rock and boulders will be billed at a cost of time and materials. If the homeowner or contractor is not made available within 24 hours to witness and assess the situation, work will continue without a change order and documentation of the excavation and costs will be provided.**
3. Contractor is not an engineering firm and is not licensed to practice engineering. Nothing in this Contract shall be construed as requiring Contractor to make any engineering calculations or engineering judgments. Owner may wish to consult with an engineer before signing the Contract.
4. **Contractor shall have no obligation to perform a change in the work unless Contractor and Owner sign a change order describing the change and the corresponding adjustment in the Contract Price. All change orders shall be in writing and signed by Owner and Contractor, and shall be incorporated into, and become a part of, the Contract.**
5. Contractor will call 1-800-DIG-RITE to mark all public utilities. Further, Contractor will make every effort to use caution to avoid unmarked underground obstructions not marked by Dig Rite, however any damage to unmarked private utilities, irrigation lines, invisible pet fences, underground electrical lines or other underground obstructions not located by Dig Rite will be the sole responsibility of the Owner, and Owner agrees to hold harmless, indemnify and defend Contractor from any liability resulting from damage to said obstructions.
6. Owner is responsible for disclosing all information pertinent to the construction plan and proposal, including structural elements, so to prevent negligent business. Contractor is not responsible for damage to Owner's property during demolition or removal of debris where not previously made aware by the Owner.
7. Contractor is not responsible for any cosmetic damage done to private or public roads, driveways, and/or sidewalks when accessing Owner's property for site enhancements. Contractor to use skid steer and mini excavator both with tracks as needed for proper removal and installation. Contractor agrees to remove all debris and leave the premises in broom clean condition.
8. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances, remain responsible for the proper completion of this Contract.
9. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury because of the acts of Contractor, its employees or subcontractors.

- 10. Contractor shall charge to obtain all permits & local business licenses necessary for the work to be performed.
- 11. Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to weather, project changes, equipment failure, and casualty or general unavailability of materials.
- 12. Included with this Contract is Contractor's standard Limited Warranty, found at www.shelton-landscape.com, which shall commence upon final completion of work and is valid only if full payment of work has been received.
- 13. All materials ordered or delivered to project site, as outlined in the scope of work, will be subject up to a 20% restocking fee if declined by the homeowner due to changes in the scope of work.
- 14. This contract and its performance are governed by the laws of the place of the project. A lien waiver shall be furnished, if requested, to Owner upon payment of the Contract Price in full. Missouri law requires the furnishing of the following notice:

NOTICE TO OWNER

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result, you may ask this contractor for "lien waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

- 15. The Contract is the entire agreement and consists of these General Provisions, Scope of Work, Time of Completion, Contract Price, Progress Payments, and Shelton Landscape's Limited Warranty. There are no other agreements, oral or written, between Contractor and Owner. All previous statements, representations and promises by Contractor are null and void; there is no right to rely upon any such statement, representation or promise.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. SHELTON LANDSCAPE & MAINTENANCE is authorized to do the work as specified. Payment will be made as outlined above.

We Want To Thank You For Considering Shelton Landscape And Maintenance For Your Outdoor Projects. It Is Because Of Our Customers, Both New And Old, That We Continue To Be In Business For Over 40 Years, A Trusted Contractor With The Better Business Bureau, Angie's List, And Our Community As A Whole.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

RESOLUTION NO: 23-35

A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH THE JEFFERSON COUNTY COLLECTOR FOR
TAX COLLECTION.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached Intergovernmental Agreement with the Jefferson County Collector for tax collection is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into September 1, 2023, by and between the City of Arnold, Missouri, a municipal corporation (hereinafter the “City”) and Jefferson County, Missouri (hereinafter the “County”), the Clerk of Jefferson County (hereinafter the “Clerk”), and the Collector of Jefferson County (hereinafter the “Collector”).

WHEREAS, the City, County and its officers are empowered under Article VI, Section 16, of the Missouri Constitution, Article XIII, Section 13.1 of the Home Rule Charter of Jefferson County, and Sections 50.332 and 70.220 RSMo. to enter into certain cooperative contracts and agreements; and

WHEREAS, the Clerk and Collector offer to cooperate and provide the mechanics for the collection of City real estate taxes, personal property taxes, and special tax bills and assessments; and

WHEREAS, the City has approved this intergovernmental agreement through the enactment of an appropriate Order or Ordinance; and

WHEREAS, the County has approved this intergovernmental agreement through the enactment of an appropriate Ordinance.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The County, by and through the Clerk and the Collector, hereby agrees to prepare, on behalf of the City, tax bills for real estate and/or personal property within the City.

2. The Collector may collect special tax bills or assessments for the City. In the event that the collection of a special tax bills or assessments requires that updates, modifications, or reprogramming be made to the software system used by Collector in carrying out such collection, Collector will notify the City of any costs incurred by County to make the updates, modifications, or reprogramming and the City will reimburse the County for those costs. Such reimbursement must be received before the Collector will take any further action toward collection of the special tax bills or assessments. The special tax bills or assessments shall be collected at the same taxable rate, including penalties and interest, as real property or personal property taxes in the State of Missouri, depending on the type of special tax bill or assessment. Should the City's special tax bills or assessments create an increase in the cost of postage for County or Collector, City will be responsible and will reimburse County for this increased cost following notification by County or Collector. County, Clerk, or Collector will not take any steps to resolve protests or complaints relating to special tax bills or assessments, but rather shall refer all such matters to the City. City will not attempt collection of special tax bills or assessments once turned over to the County and Collector. Collector may refuse special tax bills or assessments if the property account or personal property account is delinquent or if the account

is subject to land sale.

3. The County, by and through the Collector, hereby agrees to collect on behalf of the City taxes due and owing the City for real estate and/or personal property, and special tax bills or assessments (if agreed to by the Collector pursuant to the terms and conditions above) within the City.

4. City agrees to provide all assistance, documentation and other information as may be needed for County and the Collector to carry out the purposes of this agreement. If, as the result of a City mistake or error, the Collector collects a tax that was not due and owing, the City agrees that the Collector may refund to the taxpayer any such amounts collected in error, including interest and penalties. If any such tax collected as the result of a City mistake or error has already been paid over to the City by the Collector, the City agrees to refund such amount to the taxpayer or to permit the Collector to issue a refund to the taxpayer and to authorize any necessary adjustment for the City to reimburse the Collector for the amount refunded.

5. No later than September 1 of each year, the City will furnish to the County and Clerk its tax levy for that tax year. No later than September 30 of each year the City will furnish to Collector and Clerk all information needed to generate special tax bills or assessments that Collector has agreed to collect. The City shall contact Collector at least two weeks prior to September 1 to discuss the electronic format in which to send the information needed to generate the special tax bills or assessments.

6. The County agrees that the City shall have access, at all reasonable times, and under the supervision of the Collector, to all the City's data accumulated under the data processing system used by the Collector, including but not limited to the following which shall be provided as requested by the City:

- a. A listing for all real estate and personal property tax rolls.
- b. A delinquent listing file.

7. The County agrees to remit to the City the receipts due the City at the same time the County deposits with the County Treasurer its own receipts; provided that there shall be a remittance to the City at least once per month at which time the County shall provide a breakdown of taxes and assessments collected in a form to be agreed upon by the parties.

8. The City agrees that the County shall have the responsibility for collection of all delinquent real property taxes for the last three (3) years, said responsibility to apply only to delinquencies which occurred beginning with taxes due for the calendar year of 2023 and that such collection, including necessary tax sales, shall be conducted in accordance with applicable law.

9. Collector may take the necessary legal steps to attempt to collect the City's delinquent taxes which become delinquent during the term of this agreement. Said collection may be conducted in conjunction with the collection of delinquent county taxes. Costs to defend the County, Clerk, Collector and the City including but not limited to judgments, court orders, filing fees, costs for defense

of counterclaims, fees for expert witnesses, damages, punitive damages, attorney's fees, depositions fees, court reporter fees, and any other extraordinary legal remedies, fees or costs remain the responsibility of the City.

10. Collector does not guarantee the collection of the City's taxes. Collection of taxes are subject to various factors and problems, including, but not limited to taxpayer bankruptcy, relocation or change of address, etc. Real estate taxes due may be collected through sale pursuant to Chapter 140 RSMo. in the same manner and subject to the same procedures as the real property taxes for schools and other taxing entities. Collector relies on a taxpayer's need for a paid tax receipt to license vehicles as a primary personal property tax enforcement mechanism. Collector occasionally uses other methods to enforce collection, but is under no obligation to do so. If personal property taxes to be collected are more than three years past due, Collector may, at Collector's option, cease collection efforts. Collector may, at any time, Outlaw taxes pursuant to Missouri Statutes at the Collector's discretion.

11. The City agrees that the County may withhold a sum equal to one and one-half percent (1.5 %) of all taxes collected by the County on behalf of the City as compensation for the services provided by the County. The compensation to the Collector from this sum will be in accordance with RSMo. 52.320. In addition to the above, the County may retain six-tenths of one percent (0.6%) of the amount of taxes collected, which shall represent the City's required payment to the Assessor's Fund pursuant to Sections 137.082 and 137.720 RSMo. This

may result in a total retainage of two and one-tenths percent (2.1%). The County shall remit to the City the remainder of the taxes collected on behalf of the City. The Collector shall remit the money to the City on the same basis and in the same manner as other tax monies are remitted by the County to the various taxing authorities within the County.

12. This agreement may be simultaneously executed in several counterparts, each of which, when so executed, shall be deemed to be an original; but such counterparts shall together constitute but one original and the same instrument this agreement shall not be modified except by a written instrument executed by all parties.

13. The parties mutually agree that the term of this agreement is for one year, beginning on the date of its execution and ending one year thereafter (the "anniversary date"). The parties mutually agree this agreement may be automatically renewed on the anniversary date and may continue to renew on subsequent anniversary dates unless terminated by any party by giving written notice of the intent to terminate not less than one hundred twenty days (120) prior to the renewal date.

14. The City shall enact the appropriate legislation authorizing the execution of this agreement and shall supply a certified copy of it to the County with this agreement.

15. Any notice required pursuant to this agreement shall be delivered by U.S. Mail, Certified Mail, Return Receipt Requested. Notice to the County,

Collector and Clerk shall be delivered to: Jefferson County Clerk, P.O. Box 100, Hillsboro, Missouri, 63050. Notice to City shall be delivered to: City Clerk, City of Arnold, 2101 Jeffco Blvd, Arnold Missouri, 63010.

16. County, Clerk and Collector shall not be liable to City or any other body or person for failure or inability of to collect any of the City's current or delinquent real property, personal property, or special assessment taxes.

17. This agreement may be modified by a written instrument executed by all parties. This agreement supersedes and replaces any existing agreements between the parties on its effective date.

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

CITY OF ARNOLD:

By: _____

Attest: _____

JEFFERSON COUNTY:

By: _____

Attest: _____

Collector of Jefferson County:

Clerk of Jefferson County:

Approved as to form:

County Counselor

RESOLUTION NO. 23-36

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CERTAIN COLLECTIVE BARGAINING AGREEMENTS

WHEREAS, the City has engaged in a collective bargaining process with Lodge 15 of the Fraternal Order of Police, and

WHEREAS, an agreement has been reached between the City and Lodge 15 of the Fraternal Order of Police for the collective bargaining unit that is comprised of the Police Officers, Corporals and Sergeants and for the unit that is comprised of the Lieutenants,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be and is hereby authorized to execute certain collective bargaining agreements with Lodge 15 of the Fraternal Order of Police. Said collective bargaining agreements are attached hereto and made a part hereof this resolution.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO. 23-37

A RESOLUTION AUTHORIZING THE EXTENSION OF A
COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City has engaged in a collective bargaining process with Lodge 15 of the Fraternal Order of Police, and

WHEREAS, both parties agree that a new agreement for the collective bargaining unit that is comprised of the dispatchers will not be reached before the current agreement expires on August 31, 2023, and

WHEREAS, both parties agree that extending the current collective bargaining agreement for the collective bargaining unit that is comprised of the dispatchers for a period of ninety (90) days is necessary to continue negotiations,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the current collective bargaining agreement for the collective bargaining unit that is comprised of the dispatchers is hereby extended for a period of ninety (90) days to allow for continued negotiations between the City and Lodge 15 of the Fraternal Order of Police.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____