

City of Arnold, Missouri

City Council
Council Chambers

February 15, 2018
7:00 p.m.

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: First Baptist Church of Arnold – Chuck Hoskins Lay Pastor
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **February 1, 2018**
 - B. Payroll Warrant **#1283 in the Amount of \$278,155.11**
 - C. General Warrant **#5708 in the Amount of \$699,131.51**
6. Ordinances:
 - A. **Bill No. 2687:** An Ordinance Prohibiting the Use of City Owned Facilities and Properties for Financial Gain without an Executed Written Agreement with the Appropriate City Department/Official.
7. Resolutions:
 - A. **Resolution No. 18-09:** A Resolution Authorizing an Intergovernmental Agreement Between the County of Jefferson, Missouri and Incorporated Municipalities for the One-Half of One-Percent Sales Tax for Capital Improvements to Publicly Maintained Roads.
 - B. **Resolution No. 18-10:** A Resolution Authorizing the Mayor to Apply for Hazard Mitigation Grant Program Funds to Purchase Flood Plain Homes.
 - C. **Resolution No. 18-11:** A Resolution Approving an Agreement with Little Egypt Shows, Inc. for the City of Arnold.
8. Motion:
 - A. A Motion Approving the use of Fireworks for Immaculate Conception Church on May 18th and May 19th, 2018.

B. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigations and Personnel Pursuant to RSMo Section 610.021 (1) and (3).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

Next Regular City Council Meeting March 1, 2018 @ 7:00 p.m.

Next Work Session March 8, 2018 at 7:00 p.m.

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Friday, February 09, 2018

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

The Pledge of Allegiance was recited.

Councilman Gary Plunk offered the opening prayer.

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

PRESENTATIONS

The Arnold Jaycees presented Mayor Counts a donation in the amount of \$25,000 for the Jim Edwards Archery Park Sign and the Farmers Market Pavilion. They also presented a check in the amount of \$1687.12 for Officer O'Connor. The Arnold Driver's License Bureau, which is owned by the Jaycees, raised \$1187.12 for Officer O'Connor and the Jaycees added \$500 to the fund.

Mayor Counts presented the following employees with longevity awards:

5 Years Service: Ron Chiodini, Joshua Lambrich, Brett Zoellner and John Fite

10 Years Service: Deion Christopher, Kristin Thiele, Deborah Lewis, Omar Ruiz, Chad G'Sell, James Pogorzelski, Garry Pickrell and John Palme

15 Years Service: Owen Conarow, Robert Smith and Gayle Brown

20 Years Service: Jason Gorenstein, Kim Lucas and Pam Migneco

25 Years Service: Thomas Butenmiller

BUSINESS FROM THE FLOOR

Daniel Bridges, 1824 Chara – Spoke regarding the Maxville NID and is concerned that the residents are now paying for something that he believes should have been handled years prior. He also sodded his front yard last year and wants the sod replaced, not just seed and straw.

John Boehmer, 1719 Karpos – Stated he is a trustee for the Maxville Subdivision and it would require only 115 square yards of sod to replace what has been torn up due to construction.

CONSENT AGENDA

- A. MINUTES FROM JANUARY 18, 2018 MEETING
- B. PAYROLL WARRANT NO. 1282 IN THE AMOUNT OF \$310,569.95
- C. GENERAL WARRANT NO. 5707 IN THE AMOUNT OF \$530,189.29

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

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

ORDINANCES

BILL NO. 2686 – AN ORDINANCE PROVIDING FOR THE ASSIGNMENT OF CERTAIN RIGHTS HELD BY THE CITY TO ITS WORKERS’

COMPENSATION CARRIER was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 18-03 – A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDERS NOT TO EXCEED \$97,000 WITH THE JM MARSCUETZ CONSTRUCTION CO., INC TO UNDERTAKE THE NID INFRASTRUCTURE IMPROVEMENTS PROJECT FOR MAXVILLE GARDENS SUBDIVISION THROUGH AN NID PROCESS FOR THE CITY OF ARNOLD

Discussion followed by council. Mayor Counts then allowed a few residents to ask questions. Carmen Rymer who lives at 1849 Chara Street asked what the change order would include. Robert Luth who lives at 2026 Agape asked if there was a limit to the number and amounts of change orders and Robert Milani who lives at 1828 Chara stated his concerns with regards to the manhole issues not being discovered before this point. Bob Sweeney informed him that the original developer went bankrupt and never applied for final inspections.

Bryan McArthur then called for Point of Order.

Gary Plunk made a motion and so moved to approve Resolution No. 18-03.

Seconded by Butch Cooley. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, no; Cooley, yes; 7 Yeas; 1 Nay:
Resolution approved.

RESOLUTION NO. 18-05 – A RESOLUTION APPOINTING CHAS RYMER TO THE PARKS & LEISURE SERVICE ADVISORY COMMISSION TO COMPLETE AN UNEXPIRED TERM

Gary Plunk made a motion and so moved to approve Resolution No. 18-05. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 18-06 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH AMERICA’S PARKING REMARKING, INC TO PROVIDE CONSTRUCTION SERVICES FOR THE STREET AND PARKING LOT STRIPING PROJECT FOR THE CITY OF ARNOLD

Jason Fulbright stated that he had reviewed both bids and based on unit pricing, it may make Traffic Control Company the lowest bid and because of this information believes that they are the lowest and best bid.

EJ Fleischmann then made a motion and so moved to amend Resolution No. 18-06 to change the name of the awarded bidder to Traffic Control Company. Seconded by Jason Fulbright. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Motion carried.**

Jason Fulbright then made a motion and so moved to approve amended Resolution No. 18-06. Seconded by Brian McArthur. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 18-07 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FUND WAYS OF MISSOURI FOR TENTS USED DURING THE ANNUAL ARNOLD DAYS FESTIVAL

Butch Cooley made a motion and so moved to approve Resolution No. 18-07. Seconded by Gary Plunk. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 18-08 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH WARREN SIGN COMPANY FOR THE FABRICATION AND INSTALLATION OF THE JIM EDWARDS ARCHERY PARK SIGN

Jason Fulbright made a motion and so moved to approve Resolution No. 18-08. Seconded by Gary Plunk. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Resolution passed.**

Dickie Brown informed council that the National Wild Turkey Association has also donated \$4000 towards the Archery Park sign; therefore most of the cost of the sign will be paid for by donations.

MOTIONS

A. 18-01 CONDITIONAL USE PERMIT (WOODLANDS RETIREMENT COMMUNITY)

Mary Holden reminded council that if no action is taken tonight, the motion stands as was approved by the Planning Commission. The request for the CUP was heard at the Planning Commission's January 23, 2018 meeting. The Public Hearing was also held that night. The Planning Commission voted unanimously to forward on a recommendation of approval.

As no action was taken, the motion stands approved.

B. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING REAL ESTATE AND PERSONNEL PURSUANT TO RSMo SECTION 610.021 (2) (3).

Butch Cooley made a motion and so moved to hold a closed session following the city council meeting. Seconded by Jason Fulbright. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Motion carried.**

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

NONE

ADMINISTRATIVE REPORTS

Chief Shockey – Stated he has a list of surplus equipment ready for sale or donation (a copy of which is hereto attached and made part of this record) and would like a motion from council for permission to move forward.

5
Regular Meeting
February 1, 2018

Mark Hood made a motion and so moved to approve the sale or donation of said listed equipment. Seconded by EJ Fleischmann. Roll call vote: Fulbright, yes; Hood, yes; Plunk, yes; Owens, yes; Sullivan, yes; Fleischmann, yes; McArthur, yes; Cooley, yes; 8 Yeas: **Motion carried.**

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

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Closed session ended at 8:37 p.m.

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

Meeting adjourned at 8:27 p.m.

City Clerk Tammi Casey, MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 2/1/2018

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO. 2686	RESOLUTION NO. 18-03	RESOLUTION NO. 18-05	MOTION TO AMEND RESOLUTION 18-06
COUNCIL MEMBERS:							
MAYOR	<u>RON COUNTS</u>	PRESENT					
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>MARK HOOD</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>GARY PLUNK</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>DAVID OWENS</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>VERN SULLIVAN</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>EJ FLEISCHMANN</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	NO	YES	YES
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DICKIE BROWN		PRESENT	
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: 2/1/2018

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BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: MARK HOOD

COUNCIL: GARY PLUNK

COUNCIL: DAVID OWENS

COUNCIL: VERN SULLIVAN

COUNCIL: EJ FLEISCHMANN

COUNCIL: BRIAN MCARTHUR

COUNCIL: BUTCH COOLEY

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV MARY HOLDEN

CITY ATTORNEY BOB SWEENEY

MOTION TO ACCEPT AMENDED RESOLUTION NO. 18-06	RESOLUTION NO. 18-07	RESOLUTION NO. 18-08	MOTION TO HOLD CLOSED SESSION	MOTION TO APPROVE SALE OR DONATION OF SURPLUS EQUIPMENT	
YES	YES	YES	YES	YES	
YES	YES	YES	YES	YES	
YES	YES	YES	YES	YES	
YES	YES	YES	YES	YES	
YES	YES	YES	YES	YES	
YES	YES	YES	YES	YES	
YES	YES	YES	YES	YES	
YES	YES	YES	YES	YES	
			PARKS DIR:	DICKIE BROWN	
			PUBLIC WORKS:	ED BLATTNER	
			TREASURER:	DAN KROUPA	
			POLICE DEPT.	CHIEF SHOCKEY	

For Sale/Donation 2018

2010 Ford Crown Vic (Car 7) VIN: 2FABP7BV4AX116221

2010 Ford Crown Vic (Car 26) VIN: 2FABP7BV0AX113168

2010 Ford Crown Vic (Car 27) VIN: 2FABP7BV9AX113153

2010 Ford Crown Vic (Car 24) VIN: 2FABP7BV3AX113164

2010 Chevy Tahoe (Car 3) VIN: 1GNUKAE05AR143220

2010 Chevy Tahoe (Car 8) VIN: 1GNUKAE06AR143159

Assorted police vehicle emergency equipment that will not be reusable by the department that is attached to these vehicles. This equipment would not be reusable due to age and/or will not fit on a new vehicle.

6 overhead light bars/dash lights

6 radio mounts

2 K-9 Cages

Assorted mounts, Sirens, speakers, Cages.

AN ORDINANCE PROHIBITING THE USE OF CITY OWNED FACILITIES AND PROPERTIES FOR FINANCIAL GAIN WITHOUT AN EXECUTED WRITTEN AGREEMENT WITH THE APPROPRIATE CITY DEPARTMENT/OFFICIAL.

WHEREAS, The City of Arnold (“City”) has codified ordinances that govern the operation of a broad spectrum of For-Profit, Not-For-Profit organization/corporations and individual(s) conducting affairs within the city limits, and

WHEREAS, The City’s codes and ordinances do not specifically restrict any of the aforementioned entities from using City owned facilities and/or properties for financial gain upon meeting certain minimum business licensing requirements, and

WHEREAS, The City of Arnold deems it in the best interest of the City, its residents and the general public to reserve the right to exercise control over the uses of City owned facilities and properties in which For-Profit, Not-For-Profit organization/corporations and individual(s) are conducting activities for financial gain.

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

Section 1: Article II, Chapter 605 is hereby amended by the adoption of a new Section 605.125 to read as follows:

“Section 605.125 **Business Type Uses of City Owned Facilities and Properties.**

A. For-Profit and Not-For-Profit organization/corporations and individual(s) are prohibited from conducting business activities on or in City owned facilities and properties without a written agreement with the appropriate City department or official;

B. Written agreements shall be an administrative function executed by the City Administrator or his/her designated representative;

C. Entities or individuals entering into an administrative agreement shall be subject to federal, state, county and local laws, regulations, codes, ordinances and/or policies; and the City takes no responsibility for any tax or other liability or consequence of entering into an administrative agreement;

D. The City Administrator is authorized to waive administrative fees and business license requirements for Not-for-Profit agreements;

E. Any entity, which fails to comply with or violates any provision of this Article shall be guilty, upon conviction thereof, of an ordinance violation, and shall be punishable as provided in Section 100.140 of this Code. Each day such failure to comply or such violation continues shall be deemed a separate offense;

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 _____ of 2018.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

RESOLUTION NO 18-09

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF JEFFERSON, MISSOURI AND
INCORPORATED MUNICIPALITIES FOR THE ONE-HALF OF ONE-
PERCENT SALES TAX FOR CAPITAL IMPROVEMENTS TO PUBLICLY
MAINTAINED ROADS**

WHEREAS, Jefferson County has a one-half of one-percent ($\frac{1}{2}$ of 1%) sales tax for road improvements;
and

WHEREAS, Jefferson County desires and agrees to share a portion of the sales tax proceeds with the
incorporated municipalities within the county;

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

Section 1. The calendar 2018 tax revenue sharing agreement between Jefferson County and the City of
Arnold is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk: Tammi Casey

Date: _____



County of Jefferson

State of Missouri

Maple Street Annex
725 Maple Street · PO Box 100
Hillsboro, Missouri 63050

Ken Waller
County Executive

DEPARTMENT OF PUBLIC WORKS

Jason Jonas, P.E. – Director
Daniel Naunheim, P.E. – Deputy Director

Telephone: 636-797-5340 · Fax: 636-797-5565
Web Address: www.jeffcomo.org

Kurt Wengert, P.E.
Highway Division Superintendent
636-797-5427

Christopher Ehlen, P.E.
Technical Division Manager
636-797-5570

David C. Mikusch
Fleet Services Manager
636-797-6017

Kerry W. Rogers
Facilities Services Manager
636-797-5011

Daniel Hearst, P.E.
Stormwater Division Manager
636-797-6225

January 22, 2018

City of Arnold

Attn: Ed Blattner

2101 Jeffco Blvd

Arnold, MO 63010

Dear City of Arnold,

On Monday, January 8, 2018, the members of the Jefferson County, Missouri, Council approved an ordinance to authorize the County Executive to execute the Tax Revenue Sharing agreements between Jefferson County, Missouri and the Municipalities.

Enclosed please find a copy of Ordinance Number 18-0109, and the fully executed Tax Revenue Sharing Agreement for 2018. This agreement will be in effect from the date of execution until December 31, 2018. If you decide to program additional projects and improvements or make changes to your capital improvements list, then please notify our office prior to undertaking the expenditure.

If you have any questions please feel free to call me at 636-797-5369.

Thank you for your assistance.

Sincerely,

Jason Jonas

Director of Public Works

Jefferson County, Missouri

Cc: Karen Geary

TAX REVENUE SHARING AGREEMENT

BY AND BETWEEN JEFFERSON COUNTY, MISSOURI

AND

INCORPORATED MUNICIPALITIES FOR THE ONE-HALF OF ONE-PERCENT
SALES TAX FOR CAPITAL IMPROVEMENTS TO
PUBLICLY MAINTAINED ROADS

This Tax Revenue Sharing Agreement of the one-half of one-percent sales tax for capital improvements to publicly maintained roads, dated as of **January 1, 2018**, is entered into by and between Jefferson County, Missouri (hereafter, the "County"), a county of the first classification, and the City of Arnold Missouri, an incorporated municipality of Jefferson County, Missouri (hereafter, the "City").

RECITALS

The County desires and agrees to share and the City desires and agrees to receive and spend the revenue generated by the imposition of a county-wide sales tax at the rate of one-half of one-percent (1/2 of 1%) for capital improvements to publicly maintained roads, as adopted by the voters of Jefferson County on April 1, 1986 and authorized by the County Commission on April 10, 1986; said original tax to expire fifteen (15) years from the date of its original authorization of September 30, 1986 and subsequently extended twice for two additional fifteen (15) year renewals subsequent to its original date of expiration.

WHEREFORE, for valuable consideration and the mutual promises contained herein, County and City agree as follows:

SECTION 1: CAPITAL IMPROVEMENTS

- 1.1 Capital improvements to publicly maintained roads must occur within the right-of-way (prescriptive or dedicated), and/or grading, drainage easements.
- 1.2 Capital improvements do not include normal road maintenance.
- 1.3 The following items, but not limited to, are eligible for funding with capital improvement tax monies.
 - 1.3.1 Purchase of equipment used exclusively for road improvements.
 - 1.3.2 Construction of new roads and appurtenances.
 - 1.3.3 Road rebuilding and pavement overlays.
 - 1.3.4 Drainage structures.
 - 1.3.5 Bridges.

1.3.6 Salaries of personnel employed to make and administer road improvements.

1.3.7 Engineering and planning fees for the preparation of plans and specifications.

1.4 The City shall submit to the County Council, by November 30th each year, a list of all capital improvements and estimated costs anticipated for the calendar year beginning January 1st and ending December 31st of the following year.

1.4.1 A brief description of each anticipated road improvement project shall be submitted for eligibility approval prior to commencement of capital improvement roadwork.

1.4.1.1 Additional proposed projects and capital improvements can be submitted to the County at any time.

1.4.2 The County Engineer shall ascertain if the proposed capital improvement and/or project are eligible for reimbursement or direct payment.

1.4.3 Processing of payment requests will be withheld from cities failing to submit a list of all capital improvements with estimated costs until such time that all requested information is submitted.

SECTION 2: PUBLICLY MAINTAINED ROADS AND FACILITIES

2.1 For use in the tax revenue sharing formula, a publicly maintained road is defined as a throughway maintained by the City or County for at least three (3) years, utilized by vehicular traffic, fronting on residences, businesses, industries and farms; subject to the following limitations:

2.1.1 Alleys, dead-end streets, roads within industrial or municipal parks, drives and parking areas serving government buildings, sidewalks and bike trails shall not be classified as publicly maintained roads.

2.1.2 The existing road surface must consist of one of the following: concrete, asphalt, macadam, crushed stone, or gravel.

2.1.3 Public rights-of-way that have not been improved and surfaced shall not be classified as a publicly maintained road.

2.2 For the purpose of capital improvement funding eligibility, a publicly maintained facility is defined as a transportation improvement maintained by the City or County, utilized by pedestrian or vehicular traffic, not classified as a roadway that is to be included in the tax revenue sharing formula; subject to the following limitations:

2.2.1 Alleys and dead-end streets shall be classified as publicly maintained facilities.

2.2.2 Named streets within industrial or municipal parks shall be classified as publicly maintained facilities.

2.2.3 Named drives, parking areas serving government buildings and public parking lots shall be classified as publicly maintained facilities.

2.2.4 Sidewalks, street lighting and bike trails that are immediately adjacent to any of the capital improvements stated in Sections 2.1 and 2.2 shall be classified as publicly maintained facilities.

SECTION 3: TAX REVENUE SHARING FORMULA

3.1 The tax revenue sharing formula is established to determine the equitable share that unincorporated Jefferson County and the incorporated Cities within Jefferson County shall receive from the one-half cent sales tax for capital improvements to publicly maintained roads and facilities.

3.2 The formula is based on the following:

3.2.1 Fifty percent of the City/County share on percentage of total road mileage.

3.2.2 Fifty percent of the City/County share on percentage of total population.

3.3 The tax revenue sharing formula is described in the equations printed below:

$$50\% \text{ of Share} = \frac{\text{total tax revenue}}{2} \quad X \quad \frac{\text{individual City or unincorporated County total road mileage}}{\text{total road mileage of Jefferson County}}$$

$$50\% \text{ of Share} = \frac{\text{total tax revenue}}{2} \quad X \quad \frac{\text{individual City or unincorporated County total population}}{\text{population of Jefferson County}}$$

3.4 The sum of the two equations is the total tax received by the City or County.

3.5 Revenue shall be allocated to the City and the County on a monthly basis.

3.6 Total road mileage of Jefferson County is equal to the summation of publicly maintained road mileage in all incorporated and unincorporated areas.

3.7 Total population of Jefferson County is equal to the summation of all population in incorporated and unincorporated areas.

3.8 An incentive bonus program exists for any City that generates a certain share on percentage of the total gross sales within the County for the previous calendar year ending December 31st. The bonus shall be received by the City over the course of the following year in monthly increments and funded out of the County portion of the tax sharing allocation. For the avoidance of doubt, any one (1) City may qualify for no more than one (1) of the incentive levels described in Section 3.8 or its sub-sections in any given year. This program is to be effective as of and after January 1, 2016. The following is the gross sales ranges with the associated incentive bonus:

3.8.1 An additional sum total of 1.5% of the total estimated sales tax to be collected shall be allotted to the City when total gross sales rate for the City exceeds 20% of the total gross sales for the entire County.

3.8.2 An additional sum total of 3.0% of the total estimated sales tax to be collected shall be allotted to the City when total gross sales rate for the City exceeds 25% of total gross sales for the entire County.

3.8.3 An additional sum total of 4.5% of the total estimated sales tax to be collected shall be allotted to the City when total gross sales rate for the City exceeds 30% of total gross sales for the entire County.

SECTION 4: ROAD MILEAGE

4.1 A newly incorporated City shall submit to the County, the following:

4.1.1 A road map showing the publicly maintained roads within its corporate boundaries. The publicly maintained roads shall be highlighted and named.

4.1.1.1 Roads maintained by the State of Missouri shall not be counted.

4.1.2 A list of all publicly maintained roads and associated road mileage.

4.2 A newly incorporated City shall submit a road map and a list of all publicly maintained roads with associated road mileage in accordance with Section 4.1.1 and 4.1.2 to the County by October 31st following the date of incorporation.

4.2.1 Only publicly maintained roads previously inventoried by the County may be inventoried by the City.

4.2.2 The newly incorporated city's share of tax revenue shall become effective October 1st following the date of incorporation.

4.2.3 New incorporated cities shall be subject to the same regulations as those cities incorporated before October 31, 1986.

4.3 The summation of all of the road mileage for each City will be utilized in the "Tax Revenue Sharing Formula".

4.4 The City's total mileage of publicly maintained roads may only be updated every 5 years, or the next United States Decennial Census with the following exception:

4.4.1 Publicly maintained road mileage may be increased by annexation of additional area into the incorporated limits of the City. Only publicly maintained roads previously inventoried by the County may be added to the city inventory.

4.4.1.1 A revised road map of publicly maintained roads and a list of all publicly maintained roads with associated road mileage (clearly identifying the publicly maintained roads being added through annexation only) may be submitted yearly, no later than October 31st.

4.5 Private Roads accepted for maintenance by the City may not be added to the city's list of Publicly Maintained Roads until the next United States decennial census or five (5) years.

4.6 Redistribution of publicly maintained total road mileage between the City and the County due to annexation of additional areas by the City shall be effective January 1st each sales tax year.

SECTION 5: POPULATION

5.1 The City shall submit to the County Council the total number of its population within its incorporated limits.

5.2 The population shall be established by the most recent United States Decennial Census for the City.

5.3 The population number will be utilized in the “Tax Revenue Sharing Formula”.

5.4 The total population of the City may only be updated by the next United States Decennial Census with the following exceptions:

5.4.1 The City may increase its population by annexing additional area into its corporate limits. The population within the annexed area shall be established by one of the two following methods:

5.4.1.1 Annexation report, if available.

5.4.1.2 Applying the following formula:

Population = persons per dwelling unit x number of dwelling units.

5.5 If the City was incorporated after the most recent Census report then its population shall be established by one of the two following methods:

5.5.1 Incorporation report, if available.

5.5.2 Applying the following formula:

Population = persons per dwelling unit x number of dwelling units.

5.6 The following terms have the following meanings as apply to Sections 5.4.1.2 and 5.5.2:

5.6.1 “Person per dwelling unit” shall be established by the most current Decennial Census of the United States Census Bureau according to the “Persons Per Dwelling Unit” established for each municipality.

5.6.2 “Number of Dwelling Units” shall be submitted by the municipality.

5.6.3 “Persons per Dwelling Unit” shall be established by the most current Decennial Census of the United States Census Bureau according to the “Person Per Dwelling Unit” established by appropriate census tract.

5.6.4 “Number of Dwelling Units” shall be submitted by the municipality per census tract.

5.7 The City’s population number will be revised (for utilization in the tax revenue sharing formula) if the United States Decennial Census is officially revised by the Census Bureau.

5.7.1 The revised population number will become effective January 1st following the official publication of the population revision.

5.7.2 The City will not be eligible to claim from the County Capital Improvement Tax Fund, a retroactive increase in shares of tax revenue due to an increase in population.

5.7.3 The City will not be liable to reimburse the County Capital Improvement Tax Fund for a retroactive decrease in shares of tax revenue due to a decrease in population.

5.7.4 The City shall submit, yearly, no later than October 31st, a revised population number if the official Decennial Census was revised.

5.8 The City may submit a revised population number reflecting an increase in population (gained only through annexation), no later than October 31st yearly.

5.9 Redistribution of the population numbers between the City and the County due to annexation of additional area shall be effective January 1st of each year.

SECTION 6: COST ACCOUNTING

6.1 The cost of implementing capital improvements shall be accounted for in accordance with the following procedures:

6.2 Interest income earned by the investment of capital improvement money shall be expended only for approved defined road improvements.

6.3 The cost of third party construction and professional contracts plus the cost of administering these contracts by City personnel shall be reimbursable or directly payable.

6.3.1 The cost of administration of construction or professional contracts by City personnel shall be accounted for by the following formula:

6.3.1.1 Total Cost of Administration = Hours actually incurred x direct personnel expenses (DPE) for persons performing administrative tasks.

6.4 The cost of road improvements implemented by the City personnel shall be reimbursable.

6.5 The cost of materials is reimbursable or directly payable.

6.6 The costs of labor, supervision and administration are reimbursable and shall be calculated based on the following formulas:

6.6.1 Total cost of labor supervision and administration is equal to the product of hours actually worked by persons multiplied by direct personnel expenses (DPE).

6.6.1.1 Direct personnel expenses (DPE) is equal to direct salary cost multiplied by 1 plus the fringe benefit burden factor (FBBF)

6.7 The cost of equipment rental from private sources and fuel for rental equipment is reimbursable or directly payable.

6.8 The cost of extraordinary expenses such as the cost of high wear-out ground engaging components, such as hammers, drill bits, teeth, etc., are reimbursable or direct payable.

6.9 The cost of equipment owned and operated by the City (not purchased with capital improvement funds) which is utilized for approved road improvements is reimbursable.

6.10 The cost of equipment and operating expenses shall be calculated based on the following formulas:

6.10.1 In accordance with procedures established by the Missouri Highway and Transportation Commission. The most current "Rental Rate Blue Book", or designated equivalent, shall be utilized to calculate cost recovery (rental rates) and operating cost/hour, (estimated operating cost/hour) for equipment.

6.10.2 Cost recovery (rental rates) is dictated by the "Rental Rate Blue Book" by equipment manufacturer and model. Rates are calculated based on the year each model was discounted and are adjusted for climate and regional costs.

6.11 Fringe Benefit Burden Factor (FBBF) is defined as: total cost of municipal fringe benefits as defined for the municipality's last fiscal year divided by total Gross Payroll of the municipality for the last fiscal year.

6.11.1 Fringe benefits include: FICA, FUTA, vacation, sick pay, holidays, workman's compensation insurance, health insurance, pension benefits, etc.

6.12 Operating cost/hour shall be calculated based on the actual number of hours a particular piece of equipment is operated.

6.13 Equipment purchased by the City with capital improvement funds shall not be eligible for cost recovery.

6.14 Equipment purchased by the City with capital improvement funds shall be eligible to account for operating cost/hour.

SECTION 7: TAX REVENUE SHARE ALLOCATION AND DISBURSEMENT PROCEDURE

7.1 The County shall, upon receiving tax revenue from the State of Missouri, deposit the revenue into the County Capital Improvement Fund Account.

7.2 Shares of the fund shall be allocated to each program participating city and the County in accordance with the Tax Revenue Sharing Formula.

7.2.1 Interest accrued on the tax fund shall be credited to each City's account and the County's account

7.2.2 Each program participating City and the County shall receive a monthly tax revenue share statement.

7.3 The City shall submit to the Department of Public Works, payment requests for capital improvements made the previous period.

7.3.1 The City shall submit online payment requests using the following link:
<https://jeffcomo.seamlessdocs.com/f/PWCityReimburse>.

7.3.1.1 An instructional guide to completing the web-based Reimbursement Request Form shall be provided by the Department of Public Works.

7.3.1.2 Each project or other capital improvement payment request shall provide proof to the County that a competitive bidding process was followed by one of the following methods:

- (1) For equipment purchases, the City shall provide a copy of an approved form of legislation (i.e. City Ordinance, etc.) supporting the award, or written quotes from two (2) or more vendors/suppliers and a written explanation for award to the chosen company.
- (2) For State or Federally funded infrastructure projects, the City shall provide a copy of an approved form of legislation (i.e. City Ordinance, approved funding agency agreement, etc.) supporting the award. This is only a requirement for the first invoicing of each project milestone (ex. consultant services, right of way acquisition and construction).
- (3) For locally funded infrastructure projects, the City shall provide a copy of an approved form of legislation (i.e. City Ordinance, etc.) supporting the award or written quotes from two (2) or more consultants/contractors/etc. and a written explanation for award to the chosen company. This is only a requirement for the first invoicing of each project milestone (ex. consultant services, right of way acquisition and construction).

7.3.2 The County Engineer shall ascertain if the request is eligible for reimbursement.

7.3.3 The County Engineer shall then submit an Ordinance to the County Council for a recommendation of approval or denial of any reimbursement requests received by noon on the Monday prior to the next regular meeting of the County Council.

7.3.4 The City shall submit payment requests only for capital improvements and projects previously submitted to the County and approved for eligibility.

7.3.5 Requests for payment received by noon on the Monday prior to the next County Council regular meeting agenda deadline, as established by the Director of Administration, will be processed for payment upon final execution of the approved Ordinance.

7.3.5.1 Payments shall be made directly to the issuer of the invoice.

This Agreement, containing seven (7) sections, represents the complete understanding of the parties to the Agreement. No changes shall be made to this Agreement except in writing and approved by the parties. This Agreement shall be subject to renewal at the end of the sales tax year.

This Agreement shall be in full force and effect after its passage by the Jefferson County, Missouri, Council and the City through **December 31, 2018** and is subject to renewal thereafter upon mutual agreement of the parties.

Both County and the City have adopted an appropriate resolution, order or ordinance authorizing the execution of this Agreement.

JEFFERSON COUNTY, MISSOURI:

By: Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

Attest:

Randy B. Holman
Randy B. Holman, County Clerk

By: Katherine E. Mussey
Deputy County Clerk

Approved as to form:

Tony Dorsett
Tony Dorsett, County Counselor

CITY OF Arnold, MISSOURI:

By: [Signature]
Chief elected official

Mayor
Title

Attest:
[Signature]
Clerk

BILL NO.: 18-0104

ORDINANCE NO.: 18-

0109

INTRODUCED BY: COUNCIL MEMBER(S)

Buchowski

1 **AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO**
2 **EXECUTE THE TAX REVENUE SHARING AGREEMENTS BETWEEN**
3 **JEFFERSON COUNTY, MISSOURI AND THE MUNICIPALITIES FOR THE ONE-**
4 **HALF OF ONE PERCENT (1/2 OF 1%) ROAD IMPROVEMENT SALES TAX FOR**
5 **THE PURPOSE OF CAPITAL IMPROVEMENTS TO THE PUBLICLY**
6 **MAINTAINED ROADS OF BOTH THE UNINCORPORATED AND**
7 **INCORPORATED AREAS OF JEFFERSON COUNTY BASED UPON A**
8 **POPULATION AND MILEAGE FORMULA.**

9 **WHEREAS,** Jefferson County, Missouri presently has a county-wide sales tax of
10 one-half of one percent for the purpose of capital improvements to the publicly maintained
11 roads of the incorporated and unincorporated areas of the county; and,

12 **WHEREAS,** the continued construction and maintenance of roads in the county
13 is important for the health, safety, welfare, and quality of life for citizens of Jefferson
14 County, and the economic growth of Jefferson County; and,

15 **WHEREAS,** it is the intent and purpose of Jefferson County, Missouri to share
16 and spend the revenue generated by the imposition of the sales tax with the incorporated

1 municipalities of the county based upon a roadway mileage and population Road Tax
2 Formula; and,

3 **WHEREAS**, the distribution of tax revenue generated is facilitated by the execution
4 of tax revenue sharing agreements. A copy of said agreements with each municipality is
5 attached hereto as Exhibit "A"; and,

6 **WHEREAS**, a spreadsheet of the anticipated projects list for each municipality is
7 attached hereto as Exhibit "B", which is required by the terms of the tax revenue sharing
8 agreements.

9 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
10 **AS FOLLOWS:**

11 **Section 1:** Jefferson County, Missouri is authorized to enter into Tax Revenue
12 Sharing Agreements, on an annual basis, with the incorporated municipalities located within
13 Jefferson County. A copy of each agreement is incorporated by this reference as if fully set
14 out herein. A copy of each agreement shall be kept on file in the office of the Clerk of
15 Jefferson County and is attached hereto as Exhibit "A". A spreadsheet of the anticipated
16 projects that are to be funded with this tax by the municipalities is attached hereto as Exhibit
17 "B".

18 **Section 2:** The Jefferson County, Missouri, Council hereby authorizes the County
19 Executive to execute the agreement set forth in this Ordinance. The County Executive is
20 further authorized to take any and all actions necessary to carry out the intent of this
21 Ordinance

1 **Section 3:** This Ordinance shall be in full force and effect from and after its date
2 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not
3 affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Daniel Darian	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 8th DAY OF January, 2018:

PASSED FAILED

Dan Hall
County Council Chair

Pat Schlette
Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 9TH DAY OF JANUARY, 2018.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2018.

Kenneth B Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Randy B Holman

Randy B. Holman, County Clerk

BY:

Katherine E. Mincey

Reading Date: 01-08-2018

CITY OF ARNOLD, CITY COUNCIL, FEBURARY 15, 2018

TO: THE MAYOR AND CITY COUNCIL
FROM: DERRICK REDHEAD, PLANNER/GIS TECHNICIAN
RE: AUTHORIZING THE MAYOR TO APPLY FOR HMGP FUNDS
DATE: FEBURARY 8, 2018

History

The City of Arnold is applying for flood plain buyout funding via the State Emergency Management Agency's (SEMA) Hazard Mitigation Grant Program (HMGP). The Community Development department has been in contact with several property owners that were affected by the 2015 and 2017 Meramec River flooding. There are seven single-family homes in the 100 year flood plain that were willing to participate in the program with the ability to add up to three additional properties to the project.

Request

The grant application is due at the end of month and this resolution commits the City to 25% of the cost of the buyout program. The other 75% of the project costs will be covered by awarded funds. The budget currently projects that the City's required match will be around \$321,158. The final amount will be contingent on the final pre-flood appraisal valuation of the properties and the cost to procure all necessary services.

There are also assurances that City must provide in order to comply with federal flood plain buyout regulations. Those assurances from the application are provided below for your reference:

1. *Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the sub-applicant will not use its eminent domain authority to acquire their property for the project purposes should negotiations fail;*
2. *Will ensure each property owner will be informed, in writing, of what the sub-applicant considers to be the fair market value of the property. The Sub-applicant will use the Model Statement of Voluntary Transaction to document this and will provide a copy for each property after award;*
3. *Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The sub-applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction;*

4. *Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;*
5. *Will demonstrate that it has consulted with the US Army Corps of Engineers regarding the subject land's potential future for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;*
6. *Will demonstrate that is has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the Federal aid systems are under consideration that will affect the subject property;*
7. *Will remove existing structures within 90 days of settlement;*
8. *Post grant award, will ensure that a property interest is conveyed only with the prior approval of the FEMA Regional Director and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14;*
9. *Will submit every three years to the Grantee, who will then submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Grantee and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and*
10. *Will not seek or accept the provision of, after settlement, disaster assistance for any purpose from any Federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.*

A RESOLUTION AUTHORIZING THE MAYOR TO
APPLY FOR HAZARD MITIGATION GRANT PROGRAM FUNDS TO PURCHASE
FLOOD PLAIN HOMES

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor is hereby authorized to apply for Hazard Mitigation Grant Program funds from the State Emergency Management Agency to purchase single family homes in the Flood Plain. The City will provide a 25% match to the total cost of the grant program and comply with all program assurances outlined in the application.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO: 18-11

**A RESOLUTION APPROVING AN AGREEMENT WITH LITTLE EGYPT
SHOWS, INC. FOR THE CITY OF ARNOLD**

BE IT RESOLVED by the Council of the City of Arnold, Missouri that the Mayor is hereby authorized to approve an agreement with Little Egypt Shows, Inc. to furnish a carnival midway for the Arnold Days celebration September 14th thru September 16th, 2018.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

CARNIVAL AGREEMENT

Agreement made _____ day of _____, 2018, by and between the City of Arnold, a political subdivision of the State of Missouri, with its principal office at 2101 Jeffco Blvd., Arnold Missouri 63010 (hereinafter referred to as "Arnold") and Little Egypt Shows, Inc., an Illinois corporation, with its principal office at 810 East Gregory Ave., Marion, IL 62959 (hereinafter referred to as "LES").

1. Purpose. LES shall furnish a carnival midway (the "Carnival Midway") for the celebration sponsored by Arnold known as Arnold Days. LES shall operate the Carnival Midway during the 2018 Arnold Days celebration.

2. Location, Dates & Time. The location and area, which the Carnival Midway will occupy, shall be at City of Arnold Park. The location may be changed by mutual agreement of the parties. LES agrees to contact the Arnold Police Department no later than two (2) weeks prior to the event to notify of the proposed total and/or partial closing of a city street and receive the department's approval.

September 14-16, 2018, are the specific dates of the Carnival Midway:

LES may begin setting up the Carnival Midway at 8:00 a.m. on the Sunday before the opening of the Carnival Midway. LES shall have the Carnival Midway completely removed from the site by 10:00 a.m. on Wednesday following the close of the Carnival Midway.

Hours of operation are as follows: Friday 5-11 p.m., Saturday 10 a.m.-11 p.m., Sunday Noon-9 p.m. During the days of operation, the Parks and Recreation Director or their designated representative may approve opening the Carnival Midway early and shall be closed by 11:00 p.m. on each day.

Armbands will be available on Friday from 5-10 p.m. and Saturday from 12-5 p.m. at \$20.00 each. LES will provide advance sale armbands at eighteen (\$18.00) dollars each (armband usage is restricted to one day). Tickets will be \$3.00 (one ride) or 10 tickets for \$20.00.

3. Term of Contract. This Agreement shall remain in effect through September 16, 2018. Either party may terminate this agreement by providing written notice of termination within the thirty (30) day period following the close of Arnold Days for any year this Agreement is in effect. In the event written notice is not provided within one of the required thirty (30) day periods, this Agreement may only be terminated by the parties' mutual written agreement.

4. Payments. In consideration of the above, LES agrees to pay Arnold the following compensation:

The Sum of twenty-five (25) percent of the gross receipts of all rides up to forty thousand dollars (\$40,000.00) then thirty (30) percent of gross receipts greater than \$40,000.00

5. Arnold's Responsibilities. Arnold shall do the following:

- a. Supply the grounds for the Carnival Midway;
- b. Obtain all necessary mass gathering permits required by Jefferson County or the State of Missouri;
- c. Grant any business license necessary from the City for operation of the Carnival Midway without charging the normal business or other license fee; and
- c. Provide two portable restroom facilities, trash dumpsters, and trashcans and trash removal to service the Carnival Midway patrons.
- e. Provide drinking water and electricity for illumination and power.

6. Carnival Responsibilities.

a. Tickets, Rides & Games. LES shall provide a Carnival Midway that runs on a ticket or coupon basis and consists of a minimum of six adult rides and seven children rides and a maximum of ten games.

During the Carnival Midway, LES shall not operate a ride, attraction or game that Arnold deems immoral, illegal, inappropriate, unsafe or otherwise objectionable. Arnold officials listed below shall have the authority to immediately close any ride, attraction or game that Arnold deems objectionable. These officials include: the City Administrator, City Attorney, Police Chief (or representative), Fire Chief (or representative), or Parks Director.

Each game shall clearly display the cost to play the game and the playing instructions and rules for the game. The instructions must indicate the size and quality of prizes to be offered in each category of win. No gambling booths, freak side shows or freak animal acts will be allowed as part of the Carnival Midway.

b. Concessions. LES shall provide no more than two (2) food concessions.

c. Employees. LES shall provide Arnold City with a Notarized Background Affidavit of Public Safety Due Diligence (form provided by the City of Arnold), for all LES employees assigned to work the Carnival Midway, and said affidavit must be submitted fourteen (14) days prior to the set up of the Carnival Midway at Arnold City Park or agreed upon location.

Arnold reserves the right to prohibit any LES employee access to City property.

LES shall require all of its employees and representatives to be professionally and modestly dressed in a standardized uniform. LES employees and representatives shall wear shirts at all times, including set-up, take-down and during the operation of the Carnival Midway. All LES employee and representative tattoos and/or body piercings that Arnold deems offensive, objectionable or inappropriate shall be covered during the Carnival Midway. LES shall immediately close any ride, game or concession that is being staffed by an employee or representative that is in violation of the provisions of this paragraph until such time that the employee or representative comes into compliance or is replaced by another employee or representative that is in compliance with the provisions of this paragraph.

d. Alcohol, Tobacco & Drug Use. LES shall ensure that its employees comply with the City of Arnold's tobacco, alcohol or illegal drugs ordinances and/or policies

e. Music. LES shall not allow any of its employees or representatives to play music that emits from rides, games or concessions that Arnold deems objectionable. On the first offense, LES shall be required to ensure that the music is turned off. On a subsequent offense, LES shall close the attraction from which the music is played for the duration of the Carnival Midway or until such time as designated by Arnold representatives.

f. Trash. At the close of Arnold Days, LES shall be responsible for garbage collection within the premises of the Carnival Midway. LES shall restore the area occupied by the Carnival Midway to its prior condition upon conclusion of the Arnold Days celebration. Such restoration shall include cleaning and removal from the site of all refuse and debris.

g. Federal, State & Local Laws. LES shall operate the Carnival Midway in accordance with all relevant Federal, State and local laws, including, but not limited, to all worker's compensation and employer's liability insurance requirements. In the event that LES subcontracts any work for the Carnival Midway, LES shall require the subcontractor(s) similarly to provide worker's compensation insurance as required by the laws of the State of Missouri. Violation by LES of any law, ordinance or regulation shall be grounds for Arnold closing the Carnival Midway for the remainder of the Arnold Days celebration, and Arnold shall incur no liability to LES should it do so.

7. **Indemnity.** LES shall indemnify Arnold City, its elected officials, officers, employees and volunteers and hold it harmless from and against each and every claim which may be made against Arnold City, its elected officials, officers, employees and volunteers for death, personal injury, or property damage which is in any way connected to LES's operations under this Agreement. LES's obligation under this shall include the obligation to defend any and all such claims which may be made against Arnold and to pay all costs, including attorney's fees, which are paid by Arnold.

8. **Insurance.** LES shall, at LES's sole expense, maintain a policy of

comprehensive commercial liability insurance insuring Arnold's interests against claims for personal injury, bodily injury, death, and property damage arising out of LES's operation of the Carnival Midway and required duties under this Agreement, covering personal injury liability, bodily injury liability and property damage liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations during the Carnival Midway. The operation of the Carnival Midway includes the dates of set up, scheduled operation, take down and clean-up. **Arnold must be endorsed as an additional insured on such policy.** LES shall provide Arnold a current Certificates of Insurance evidencing LES's compliance with this Paragraph by August 25th of each year of this Agreement. Violation of this paragraph shall be grounds for Arnold closing the Carnival Midway for the remainder of the Arnold Days celebration, and Arnold shall incur no liability to LES should it do so.

9. Miscellaneous.

Attorney's Fees: If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties. In addition, Arnold shall be entitled to attorney's fees and costs for all expenses arising out of a default by the LES.

Binding Effect: This Agreement shall be binding on the parties and their respective heirs successors and assigns.

Governing Law: This Agreement shall be governed by the laws of the State of Missouri.

Modifications: This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

Notices: Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

Assignment: LES may not assign this Agreement without the written consent of Arnold.

No Waiver: No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

Section Headings: The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Arnold, Missouri, the date first above written.

CITY OF ARNOLD, MISSOURI

BY: _____

Attest:

LITTLE EGYPT SHOWS, INC.

By: _____





City of Arnold
2101 Jeffco Boulevard
Arnold, Missouri 63010

BACKGROUND AFFIDAVIT OF PUBLIC SAFETY DUE DILIGENCE

I attests that _____ has performed a due diligence background assessment on all employees/individuals participating in the City of Arnold's 2018, _____ festivities who have the potential of public contacts. Within fourteen (14) days of the event, the company/owner shall submit the executed affidavit affirming that no employees/participants' are prohibited by statutory laws or court orders from having contact with any segment of the public or who by criminal history is a public risk.

The responsible person's signature shall serve as the company/owner's Affidavit of Due Diligence in compliance with public safety protocols.

Dated: _____

By: _____
(Signature of Responsible Person)

(Printed Name of Responsible Person)

STATE OF MISSOURI
COUNTY OF _____

SWORN AND SUBSCRIBED TO BEFORE ME UNDER PENALTIES OF PERJURY on _____, by _____ as the President or other Officer of _____ a person who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

(Notary Signature)

(Notary Name Printed)

NOTARY PUBLIC
Commission No. _____