

City of Arnold, Missouri

City Council
Council Chambers

August 1, 2019

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: TBD
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **July 18, 2019**
 - B. Payroll Warrant **#1321 in the Amount of \$319,658.44**
 - C. General Warrant **#5743 in the Amount of \$1,786,517.63**
6. Ordinances:
 - A. **Bill No.2749:** An Ordinance Amending Chapter 120, Article III, of the Code of Ordinances Relating to Disclosure of Conflicts of Interests and Substantial Interests.
7. Resolutions:
 - A. **Resolution No. 19-38:** A Resolution Approving an Agreement with Matthew Berry DBA Resource Partners LLC. Appraisal Services for Flood Buyout Project FEMA – DR – 43117 – MO (Project #0015).
 - B. **Resolution No. 19-39:** A Resolution Approving an Agreement with Hillsboro Title Company - Services for Flood Buyout Project FEMA – DR – 43117 – MO (Project #0015).
 - C. **Resolution No. 19-40:** A Resolution Authorizing the Mayor to Enter into a Contract with Midwest Pool Management.

8. Motion:

- A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Real Estate Pursuant to RSMo Section 610.021 (3).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

**Next Regular City Council Meeting August 15, 2019 @ 7:00 p.m.
Next Work Session August 8, 2019 at 7:00 p.m.**

Mayor Ron Counts called the meeting to order at 7:40 p.m.

The Pledge of Allegiance was recited.

Councilman Jason Fulbright offered the opening prayer.

Before roll call took place **Jason Fulbright made a motion and so moved to amend the agenda, placing Agenda Item 6B, Bill No 2748 ahead of Agenda Item 6A, Bill No 2747.** Seconded by Vern Sullivan.

Roll call vote: Hood, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; 8 Yeas: **Motion carried.**

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Hood, Sullivan, Fulbright, Seidenstricker, Cooley, Fleischmann, McArthur, Plunk, Richison, Bookless, Lehmann (excused), Sweeney, Brown, Kroupa and Chief Shockey.

BUSINESS FROM THE FLOOR

Jason Fulbright read an e-mail he received from Dr. Shawn Bradley, a chiropractor with Bradley Chiropractic located at 1761 Jeffco Blvd, who could not attend the meeting tonight. Dr. Bradley wanted to convey his approval of medical marijuana and its benefits in various medical treatment protocols.

CONSENT AGENDA

- A. MINUTES FROM JUNE 20, 2019 MEETING**
- B. PAYROLL WARRANT NO. 1319 IN THE AMOUNT OF \$303,958.35
PAYROLL WARRANT NO. 1320 IN THE AMOUNT OF \$292,789.32**
- C. GENERAL WARRANT NO. 5741 IN THE AMOUNT OF \$379,372.50
GENERAL WARRANT NO. 5742 IN THE AMOUNT OF \$381,740.58**

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Gary Plunk. Roll call vote: Hood, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; 8 Yeas: **Consent agenda approved.**

ORDINANCES

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

BILL NO. 2747 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MO. AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES. (MARIJUANA RELATED USES AND TOBACCO, NICOTINE, AND OTHER LEGAL SUBSTANCE ESTABLISHMENTS) was read twice by City Clerk Tammi Casey. Roll call vote: Hood, yes; Sullivan, yes; Fulbright, no; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, no; Plunk, yes; 6 Yeas, 2 Nays: **Ordinance passed.**

During the roll call vote, before Jason Fulbright cast his vote on Bill No 2747, he stated that in the interest of full disclosure, he is applying for a medical marijuana facility in unincorporated Jefferson County and because his business interests are not located inside the city limits of Arnold, he believes there to be no conflict of interest. Because of this, he will not abstain from voting on any legislation concerning medical marijuana.

RESOLUTIONS

RESOLUTION NO. 19-35 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MIDWEST SYSTEMS TRUCK EQUIPMENT FOR THE PURCHASE OF A NEW SNOWPLOW AND SALT SPREADER

Butch Cooley made a motion and so moved to approve Resolution No. 19-35. Seconded by Vern Sullivan. Roll call vote: Hood, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-36 – A RESOLUTION APPROVING AN AGREEMENT WITH COCHRAN ENGINEERING FOR THE OLD LEMAY FERRY ROAD PROJECT

Mark Hood made a motion and so moved to approve Resolution No. 19-36. Seconded by Tim Seidenstricker. Roll call vote: Hood, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-37 – A RESOLUTION WAIVING THE PURCHASING POLICY REGULATIONS FOR PURCHASES NECESSARY FOR THE REPAIR AND RESTORATION OF THE ARNOLD GOLF COURSE

Tim Seidenstricker made a motion and so moved to approve Resolution No. 19-37. Seconded by Butch Cooley. Roll call vote: Hood, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; 8 Yeas: **Resolution approved.**

MOTIONS

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

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

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Gary Plunk, Ward 4 – Stated the Veterans Commission met this week. Planning has begun for the 2019 Veterans Parade.

Butch Cooley, Ward 4 – Informed council that the Liquor Committee met tonight and asked City Clerk Tammi Casey to provide a report. Mrs. Casey stated that the committee reviewed the final four annual liquor license renewals. The committee is forwarding a recommendation of approval by unanimous vote for all four annual renewals.

Butch Cooley made a motion and so moved to approve the four remaining annual liquor license renewals. Seconded by Tim Seidenstricker. Roll call vote: Hood, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; 8 Yeas: **Motion carried.**

Mrs. Casey stated that Twisted Blade Barbershop has applied for a Tasting Liquor License. The committee is forwarding a recommendation of approval by unanimous vote. **Vern Sullivan made a motion and so moved to approve the Tasting Liquor license for Twisted Blade Barbershop.** Seconded by Butch Cooley. Roll call vote: Hood, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; 8 Yeas: **Motion carried.**

Lastly, Wegge Golf Academy has applied for a Retail by the Drink with no Sunday Sales license. The committee is forwarding a recommendation of approval by unanimous vote. **Tim Seidenstricker made a motion and so moved to approve the Retail by the Drink with no Sunday Sales license for Wegge Golf Academy.** Seconded by Butch Cooley. Roll call vote: Hood, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Cooley, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; 8 Yeas: **Motion carried.**

Dan Kroupa – Stated the asphalt overlay and street striping work that has been completed looks great. Mr. Kroupa stated he believes Jason Fulbright should recuse himself from voting on any marijuana regulations, as he feels there is a conflict of interest.

Tim Seidenstricker, Ward 2 – Stated he is also impressed with the asphalt overlay and striping work.

ADMINISTRATIVE REPORTS

Bryan Richison – Informed council that he will be at the MIRMA Conference next week.

Dickie Brown – Stated that the Rec Center will be closed beginning Monday morning for their annual cleaning event and will re-open Thursday morning.

David Bookless – Informed council that staff has received a site plan for a Walk-Up ATM at Highway 141 and Jeffco by Starbucks. The Planning Commission has also approved a site plan for a house to be built on Shady Drive. Mr. Bookless thanked Sarah Turner for attending tonight in order to help present at the Public Hearing. He also thanked Andrew Sutton for bringing forward a state statute that limits the amount of time a “going out of business” sale can occur. A letter has been sent to Johnny’s Crazy Deals regarding this issue.

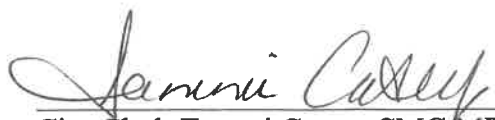
Mayor Counts announced a ten minute recess before going into Closed Session.

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Closed Session ended at 9:25 p.m.

A motion to adjourn the meeting was made by Butch Cooley. Seconded by Vern Sullivan.

Voice vote: All yeas.

Meeting adjourned at 9:25 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 7/18/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: MARK HOOD

COUNCIL: VERN SULLIVAN

COUNCIL: JASON FULBRIGHT

COUNCIL: TIM SEIDENSTRICKER

COUNCIL: BUTCH COOLEY

COUNCIL: EJ FLEISCHMANN

COUNCIL: BRIAN MCARTHUR

COUNCIL: GARY PLUNK

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

ROLL CALL	MOTION TO AMEND AGENDA	CONSENT AGENDA	BILL NO 2748	BILL NO 2747	RESOLUTION NO 19-35
PRESENT					
PRESENT	YES	YES	NO	YES	YES
PRESENT	YES	YES	NO	YES	YES
PRESENT	YES	YES	YES	NO	YES
PRESENT	YES	YES	NO	YES	YES
PRESENT	YES	YES	NO	YES	YES
PRESENT	YES	YES	NO	YES	YES
PRESENT	YES	YES	YES	NO	YES
PRESENT	YES	YES	NO	YES	YES
PRESENT	PARKS DIR:		DICKIE BROWN		PRESENT
PRESENT	PUBLIC WORKS:		-		
PRESENT	TREASURER:		DAN KROUPA		PRESENT
EXCUSED	POLICE DEPT.		CHIEF SHOCKEY		PRESENT
PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 7/18/2019

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: MARK HOOD

COUNCIL: VERN SULLIVAN

COUNCIL: JASON FULBRIGHT

COUNCIL: TIM SEIDENSTRICKER

COUNCIL: BUTCH COOLEY

COUNCIL: EJ FLEISCHMANN

COUNCIL: BRIAN MCARTHUR

COUNCIL: GARY PLUNK

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO 19-36	RESOLUTION NO 19-37	MOTION TO HOLD CLOSED SESSION	MOTION TO APPROVE FINAL 4 ANNUAL LIQUOR RENEWALS	MOTION TO APPROVE LIQUOR LICENSE FOR TWISTED BLADE BARBERSHOP	MOTION TO APPROVE LIQUOR LICENSE FOR WEGGE GOLF ACADEMY
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	YES	YES
			PARKS DIR:	DICKIE BROWN	
			PUBLIC WORKS:	-	
			TREASURER:	DAN KROUPA	
			POLICE DEPT.	CHIEF SHOCKEY	

Before beginning the Public Hearing, Mayor Counts announced the kick off the job fair which will take place at the Fox Service Center on October 23, 2019. Jefferson College, Fox C6 School District, Arnold Chamber of Commerce, The City of Arnold and The Leader News Publications will come together to host the job fair. Mayor Counts introduced Margie Sammons, who brought forward representatives from each entity to speak about this event.

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

A. CITY INITIATED ORDINANCE AMENDING CHAPTER 405, ZONING, OF THE CODE OF ORDINANCES BY ESTABLISHING DEFINITIONS AND REGULATIONS RELATED TO MEDICAL MARIJUANA-RELATED ENTITIES, AS DEFINED BY THE STATE OF MISSOURI, ELECTRONIC CIGARETTE SHOPS AND TOBACCO SHOPS

David Bookless spoke regarding the changed proposed to the city code by the Planning Commission in regards to medical marijuana. The Planning Commission is recommending dispensaries be allowed only in C-3 and C-4 Planned Commercial Districts with a CUP, must be located 1000 feet from churches, schools, daycares and drug abuse treatments facilities and they must have 15 parking spaces per 1000 feet of gross floor area plus one additional space each for employees and company vehicles. The Planning Commission is forwarding a recommendation of approval by a vote of 9-0.

PUBLIC COMMENTS
NONE

COUNCIL COMMENTS
NONE

B. ZONING REQUEST TO AMEND AND REPLACE THE EXISTING "C-4" PLANNED COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 3405 ROBINSON ROAD

Sarah Turner provided council with an overview of the proposed zoning request and the requirements the Planning Commission has placed on the owner of the property. Some of the conditions are the owner must plant additional trees between the end of the property and Hickory Manor Subdivision to help obstruct views, as well as limit the amount of lighting on the property. Ms. Turner informed council that 280 feet is the shortest distance from the proposed site to the residential district. The owner is planning to build a plumbing supply company on the property.

PUBLIC COMMENTS

Jessica Bess, 1145 Hickory Ridge Trail – Spoke in opposition of allowing this zoning request siting concerns of excess lighting, the possibility of expansion to include additional tenants to the building, and sign heights requirements.

Sarah Lurkins, 56 Hickory Court – Stated that she echoes every comment made by Ms. Bess. Ms. Lurkins provided council with pictures of her home to show the proximity of the property lines. She stated she has contacted MoDOT regarding a traffic study and is requesting that if this zoning request is approved, to make exiting Robinson Road a right turn only. She would also like to see the hours of operation restricted.

Patricia Peterman, 1169 Hickory Ridge Trail – Stated that when the leaves are off the trees you can see the facility from their property. She is opposed to the approval of this zoning request.

Brian Braasch, 52 Hickory Court – Stated he attended the Planning Commission meetings and asked how wildlife would be affected if the zoning request were approved.

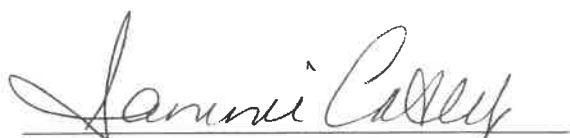
Cynthia Braasch, 52 Hickory Court – Stated they have only lived there 3 years and part of the reason they purchased the home was due to the woods behind the house. She doesn't believe this business needs to build in this particular location.

Jake Lurkins, 56 Hickory Court – Stated he too doesn't want to see the woods behind his home disappear.

Carol Otis with Govero Land Services – Stated they have worked with staff and would be happy to answer any questions.

COUNCIL COMMENTS - None

The Public Hearing ended at 7:40 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

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 2019.

(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

July 29, 2019

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RESOLUTION NO. 19-38

A RESOLUTION APPROVING AN AGREEMENT WITH
MATTHEW BERRY DBA RESOURCE PARTNERS LLC,
APPRAISAL SERVICES FOR FLOOD BUYOUT PROJECT
FEMA - DR-43117-MO (Proj#0015).

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached agreement with Matthew Berry DBA Resource Partners LLC is hereby approved and the Mayor and/or City Administrator are authorized to execute the necessary document.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Appraisal Services Agreement

Matthew Berry
Resource Partners, LLC
PO 1064
Imperial, MO 63052

July 18, 2019

City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

Re: Appraisal Services Agreement

Matthew Berry DBA Resource Partners, LLC ("Appraiser") is pleased to present this agreement for appraisal services to The City of Arnold ("Client"). Please sign and return a copy to accept these terms and conditions for the engagement. We look forward to being of service to you.

Client and Appraiser agree to the terms of engagement set forth below. This Appraisal Services Agreement and the Terms and Conditions ("Terms and Conditions"), which is attached hereto, shall be collectively referred to as the "Agreement". The parties agree that specific information about the property to be valued shall be agreed to by the parties in separate written Engagement Letter(s). Such Engagement Letter(s) are expressly incorporated herein by reference and are made part(s) of this Agreement.

When capitalized below, the term "Personnel" refers to any and all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.

1. Property Documentation. Client agrees to provide Appraiser with the documentation required and requested by the Appraiser to complete the appraisal. Delays in Appraiser's receipt of requested documentation may result in Appraiser being unable to deliver the appraisal report on the agreed-upon delivery date.

2. Appraisal Statements and Conditions. The appraisal performed under this Agreement will be subject to all statements, assumptions, limiting conditions and other conditions (collectively, "Appraisal Conditions") set forth in the appraisal report. Client agrees that Client will review the Appraisal Conditions upon receipt of the report and that Client's use of the appraisal will constitute acceptance of the Appraisal Conditions. The Appraisal Conditions shall be considered as being incorporated into and forming part of this

Appraisal Services Agreement

Page 2 of 6

Agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal. Appraiser's anticipated Appraisal Conditions at this time are attached and incorporated into and form part of this Agreement. Additional Appraisal Conditions may be developed during performance of the appraisal and set forth in the Report.

3. Incorporation of Terms and Conditions for Appraisal Services and Reports.

The Terms and Conditions, the Appraisal Services Agreement, and any Engagement Letters entered into pursuant to the Terms and Conditions and Appraisal Services Agreement forms material parts of this Agreement and are no less important than any other part. The Terms and Conditions also will be attached to and incorporated into Appraiser's report. As between Client and Appraiser, the following modifications of the Terms and Conditions for Appraisal Assignments shall apply:

See Exhibit A,

Attached " Request for Quotations, Professional Appraisal Services 6/18/2019

4. Confidentiality. Appraiser and its Personnel will comply with all duties of confidentiality imposed by applicable law and professional standards. Client agrees that Appraiser and its Personnel may disclose the appraisal report, assignment results and other information relating to the appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law, and as necessary for compliance with professional standards. Client consents to and authorizes Appraiser and its Personnel to disclose the appraisal report, assignment results and other information relating to the appraisal, including information which may be considered confidential under applicable professional standards, in response to threatened or actual legal or regulatory actions or for insurance coverage of such matters. Appraiser's duties of confidentiality to Client under applicable laws and professional standards shall continue following completion of Appraiser's services under this Agreement.

5. When Appraiser's Obligations Are Complete. Appraiser's obligations under this Agreement are complete when the appraisal report specified above has been delivered to Client. Appraiser agrees to be reasonably responsive to Client's legitimate inquiries regarding the contents of the report after delivery.

6. Withdrawal of Appraiser prior to Completion of Assignment. Appraiser may withdraw without penalty or liability from the assignment(s) contemplated under this Agreement before completion or reporting of the appraisal in the event that Appraiser determines, at Appraiser's sole discretion, that incomplete information was provided to

Appraiser prior to the engagement, that Client or other parties have not or cannot provide Appraiser with documentation or information necessary to Appraiser's analysis or reporting, that conditions of the subject property render the original scope of work inappropriate, that Appraiser becomes aware that he or she lacks the competency needed for the assignment within the meaning of applicable professional standards, that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. Appraiser shall notify Client of such withdrawal in writing.

7. Cancellation of Assignment by Client. Client may cancel this Agreement at any time prior to Appraiser's delivery of the appraisal report upon written notification to Appraiser. Client shall pay Appraiser for work completed on the assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in Writing.

8. Services Not Provided. The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply do not include meetings with persons other than Client, Client's Personnel or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement or in a separate written agreement.

9. Testimony in Court or Other Proceedings. Unless otherwise stated in this Agreement, Client agrees that Appraiser's engagement pursuant to this Agreement does not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

10. Designation as an Expert Witness. Unless otherwise stated in this Agreement, Client will not designate or disclose Appraiser or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Appraiser.

11. Entire Agreement. This Agreement, its attachments, and the terms of any Engagement Letters entered into pursuant to the terms of this Agreement, set forth the entire agreement of the parties with respect to the services described herein. Other than Appraisal Services Agreement

such materials that are incorporated expressly into this Agreement, no other agreement, statement, or promise made on or before the date this Agreement became effective, oral or otherwise, will be binding on the parties.

12. Modifications. This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.

13. Assignment. Neither party may assign this Agreement, or any rights or claims under this Agreement, to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted successors and assigns. An assignment of this Agreement, with permission or otherwise, shall not constitute an assignment or readdressing of any completed appraisal to a different client (within the meaning of Appraiser's applicable professional standards) than stated in the report nor result in any obligation of Appraiser to readdress a report to a different client.

14. Severability. If any provision of this Agreement is held, in whole or part, to be void, unenforceable or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.

15. Governing Law and Jurisdiction. This Agreement and any dispute between Client and Appraiser shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. Client and Appraiser agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction or venue of said court.

16. Notices. Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

17. Client's Duty to Indemnify Appraiser. Client agrees to defend, indemnify and hold harmless Appraiser from any damages, claims, demands, causes of action, liabilities losses or expenses of whatsoever kind or nature, including attorneys' fees and litigation expenses at trial or on appeal, arising from or relating to allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

18. Client's Representations and Warranties. Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

19. Signature and Copies. A signature on a copy of this Agreement received by facsimile, by email or in digital form is binding upon the parties as an original. The parties shall treat a photocopy of such facsimile or printout of the emailed or digital form as a duplicate original.

20. Expiration. This Agreement is legally binding only if signed by both Appraiser and Client within 60 days of the date appearing on the first page.

Client: _____

Dated: _____

Name and position: _____

Appraisal Services Agreement

Page 6 of 6

Billing Address (email or person/address to whom invoices should be sent):

Appraiser signature: _____

Dated: _____

Name and position: Matthew Berry/Appraiser

REQUEST FOR QUOTATIONS
Professional Appraisal Services

The City of Arnold, Missouri is working with the Missouri State Emergency Management Agency to implement a program designed to help the owners of properties that have a history of flooding by acquiring and demolishing the properties to eliminate the risk of future flood damages. In accordance with the buyout policy, the City of Arnold, Missouri intends to procure a State board certified and licensed appraisal company to complete the appraisals of these properties. The City of Arnold, Missouri estimates the scope of properties to be appraised for nine (9) single family homes and associated properties.

The following stipulations must be used in the appraisals:

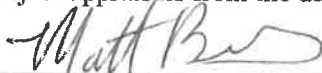
1. The City of Arnold, Missouri is procuring these services with the permission of the owners. The appraisals are to be provided to the City of Arnold, Missouri in sets of two originals for each property. Any requests for copies of these appraisals must be forwarded to the City of Arnold, Missouri for decision.
2. A State board certified and licensed appraiser must make all appraisals (internal & external – no windshield appraisals).
3. All appraisals must be on Freddie Mac or similar appraisal forms. Narrative only appraisals are not acceptable.
4. Appraisals for all properties must be made by parcel of land, even if there are multiple lots on a parcel and identified by parcel identification.
5. Manufactured homes must be appraised “where they are” on the lots from which they are to be sold.
6. All properties must be evaluated in a “pre-flood” condition as of the date of the flooding event.
7. The appraiser must use a sales comparison approach for all appraisals. This approach must be used even if a subject property produces income for the owner.
8. The appraiser must be able to substantiate the values used for the sales of all comparables with documentation of sales if requested by the City of Arnold, Missouri.
9. Comparables in the general area of the City of Arnold, Missouri are acceptable; as long as adjustments are made up or down to reflect the differences in property values when the comparables are not located in the immediate vicinity of the City of Arnold, Missouri.
10. Site value adjustments absolutely must be made for any comparables that are not located in a floodplain when the subject property is located in a floodplain. All these properties to be appraised are located in the floodplain. Other adjustments for lot size, improvements, basements, etc. will be made as usual.
11. The estimated site value must be shown clearly somewhere on the appraisal in addition to the indicated value by sales comparison approach/(FMV). Any kitchen equipment (i.e., refrigerator) that is typically moved by the occupant upon departure should not be included in the final value of the property.
12. All appraisals must show clearly the estimated Fair Market Value (FMV).

Please provide quotations (on company letterhead) to the City of Arnold 2101 Jeffco Blvd. Arnold, MO 63010. 636-282-2378. ~~All quotations must be received by 10:00AM CDT - JUNE 3, 2019.~~ The quotation should include a unit price for each of the following:

The City of Arnold, Missouri's stipulations 1-12 are acceptable.

Cost is \$ 400 per residential structure appraised.
Cost is \$ 400 per manufactured home and lot appraised.
Cost is \$ 350 per vacant lot appraised.
30 expected number of days to complete all
project appraisals from the date of the notice to proceed

Signed



Print Name

Matt Berry

Company

Re Source Partners LLC

Position

Owner/Appraiser

The City of Arnold, Missouri reserves the right to reject any and all quotations and deny payment for any quotation rejected. The City of Arnold, Missouri is an equal-opportunity employer and encourages submission of quotes from minority and women-owned firms.

RECEIVED 7/18/2019

RESOLUTION NO. 19-39

A RESOLUTION APPROVING AN AGREEMENT WITH
HILLSBORO TITLE COMPANY - SERVICES
FOR FLOOD BUYOUT PROJECT
FEMA - DR-43117-MO (Proj#0015).

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached agreement with Hillsboro Title Company is hereby approved and the Mayor and/or City Administrator are authorized to execute the necessary document.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

City of Arnold Contract Services Agreement

THIS AGREEMENT is entered into by The City of Arnold (hereinafter, "City") and Hillsboro Title Company (hereinafter, "Contractor").

WITNESSETH:

WHEREAS, the Contractor has been selected by the City to perform professional services in the nature of title searches, provide title insurance, and manage approximately nine (9) property closings in the City of Arnold, Missouri.

WHEREAS, the Contractor represents that is qualified in its field of expertise to competently provide such services.

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

1. **SCOPE OF SERVICES:** The services covered by this Agreement shall include furnishing all personal and the equipment, material and all other things necessary for preparation of title searches, title insurance, and property closings as set forth in Exhibit A "Request for Quotations Professional Title Services" submitted to the City on or before June 3, 2019.
2. **ADDITIONAL SERVICES:** The City and Contractor may reserve the right to direct additional services not described in Exhibit A as changed or unforeseen conditions may require. Such direction by the City or Contractor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Contractor performing the additional or changed services, or incurring any additional cost therefore.
3. **NONSOLICITATION:** The City warrants that it has not employed or retained any company or person, other than a bona fide employee working for the City, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Contractor shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
4. **FEES:** The amount to be paid to the Contractor by the City as full remuneration for the performance of all services called for in this Agreement is shown in Exhibit A.
5. **NONDISCRIMINATION CLAUSE:** The City and Contractor shall comply with all state and federal statutes applicable to the City and Contractor relating to nondiscrimination, including by not limited to, Chapter 213 RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C.

Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

6. UNLAWFUL EMPLOYMENT: By signing this Agreement, the City and Contractor hereby certifies that any employee of the City or Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
7. DISPUTES UNDER THIS AGREEMENT: If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 30 days administered under (Missouri Supreme Court Rule 17.01) before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
8. SUCCESSORS AND ASSIGNS: The City and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- ~~9. INDEMNIFICATION: The City shall defend, indemnify and hold harmless the Contractor, including its employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under this Agreement.~~
10. VENUE: It is agreed by the parties that any action at law, suit in equity or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in Circuit Court of Jefferson County, Missouri.
11. CONFIDENTIALITY: The City and Contractor shall not disclose to third parties confidential factual matter provided by either party except as may be required by statute, ordinance, or order of the court, or as authorized by either party, The City and Contractor shall notify one another immediately of any request for such information.
12. SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall by construed to give any rights or benefits to anyone other than the City and the Contractor.
13. AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Contractor.
14. ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without prior written consent of the City.

15. **BANKRUPTCY:** Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the City reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Contractor responsible for damages.

16. **CANCELLATION:** The City and Contractor may cancel this Agreement at any time for a material breach of contractual obligations with written notice of cancellation. Should the City or Contractor exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the breaching party.

17. **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

18. **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The City and Contractor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

19. **CONTRACT PERIOD:** The contract period is from _____ to _____.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City the _____ day of _____, 2019.

Executed by the Contractor the _____ day of _____, 2019.

THE CITY OF ARNOLD

Hillsboro Title Company

By: _____

By: _____

Title: _____

Title: _____

**REQUEST FOR QUOTATIONS
Professional Title Services**

The City of Arnold, Missouri has been working with state and federal agencies to develop and implement programs designed to help homeowners and tenants who experienced damage from flooding in January 2016.

In accordance with the buyout policy, the City of Arnold, Missouri must procure a qualified title company to complete title searches, provide title insurance, and manage the property closings. The City estimates but does not guarantee the acquisition of approximately nine (9) properties. The City of Arnold, Missouri reserves the right to reject any and all bids.

Please provide quotations by completing the worksheet below and returning it to the City of Arnold. The bids should include a unit price for each of the following:

→ See appropriate section of attached chart

Title search	\$ _____	per property	Title Search + Exam Charges
Closing fee	\$ _____	per property	Closing Fee (per side)
Title commitment	\$ _____	per property	included in Title Search + Exam
Title insurance	\$ _____	per property	Owner Policy
Preparation of warranty deed	\$ _____	per property	not a separate fee

Signed Dawn Christopher

Company Healman Title Company

Print Name Dawn Christopher

Position COO

Please provide quotations (on company letterhead) to the City of Arnold 2101 Jeffco Blvd. Arnold, MO 63010. 636-282-2378. All quotations must be received by 10:00AM CDT - JUNE 3, 2019.

The City of Arnold, Missouri reserves the right to reject any and all quotations and deny payment for any quotation rejected. The City of Arnold, Missouri is an equal-opportunity employer and encourages submission of quotes from minority and women-owned firms.

HILLSBORO TITLE COMPANY

Opening doors to confident closings.

Hwy. 21 & Third Street, P.O. Box 500, Hillsboro, MO 63050 | P: 636-797-4222 F: 636-797-5802

Hillsboro Title Company Residential Fee Quotation

For the Counties of: Jefferson, Franklin, St. Louis, St. Louis City

(See Attached Schedule for Other Service Fees)

Purchase Price		Title Ins Prem	Title Search & Exam Charges	Total Charge For Owner Policy	Closing Fee	Closing Protection Letter
From	To	For Owner Policy			(per side)	(per side)
\$5,000	\$6,000	\$8.40	\$266.60	\$275.00	\$125.00	\$25.00
\$6,001	\$7,000	\$9.80	\$265.20	\$275.00	\$125.00	\$25.00
\$7,001	\$8,000	\$11.20	\$263.80	\$275.00	\$125.00	\$25.00
\$8,001	\$9,000	\$12.60	\$262.40	\$275.00	\$125.00	\$25.00
\$9,001	\$10,000	\$14.00	\$261.00	\$275.00	\$125.00	\$25.00
\$10,001	\$11,000	\$15.40	\$259.60	\$275.00	\$125.00	\$25.00
\$11,001	\$12,000	\$16.80	\$258.20	\$275.00	\$125.00	\$25.00
\$12,001	\$13,000	\$18.20	\$256.80	\$275.00	\$125.00	\$25.00
\$13,001	\$14,000	\$19.60	\$255.40	\$275.00	\$125.00	\$25.00
\$14,001	\$15,000	\$21.00	\$254.00	\$275.00	\$125.00	\$25.00
\$15,001	\$16,000	\$22.40	\$252.60	\$275.00	\$125.00	\$25.00
\$16,001	\$17,000	\$23.80	\$251.20	\$275.00	\$125.00	\$25.00
\$17,001	\$18,000	\$25.20	\$249.80	\$275.00	\$125.00	\$25.00
\$18,001	\$19,000	\$26.60	\$248.40	\$275.00	\$125.00	\$25.00
\$19,001	\$20,000	\$28.00	\$247.00	\$275.00	\$125.00	\$25.00
\$20,001	\$21,000	\$29.40	\$245.60	\$275.00	\$125.00	\$25.00
\$21,001	\$22,000	\$30.80	\$244.20	\$275.00	\$125.00	\$25.00
\$22,001	\$23,000	\$32.20	\$242.80	\$275.00	\$125.00	\$25.00
\$23,001	\$24,000	\$33.60	\$241.40	\$275.00	\$125.00	\$25.00
\$24,001	\$25,000	\$35.00	\$240.00	\$275.00	\$125.00	\$25.00
\$25,001	\$26,000	\$36.40	\$238.60	\$275.00	\$125.00	\$25.00
\$26,001	\$27,000	\$37.80	\$237.20	\$275.00	\$125.00	\$25.00
\$27,001	\$28,000	\$39.20	\$235.80	\$275.00	\$125.00	\$25.00
\$28,001	\$29,000	\$40.60	\$234.40	\$275.00	\$125.00	\$25.00
\$29,001	\$30,000	\$42.00	\$233.00	\$275.00	\$125.00	\$25.00
\$30,001	\$31,000	\$43.40	\$256.60	\$300.00	\$125.00	\$25.00
\$31,001	\$32,000	\$44.80	\$255.20	\$300.00	\$125.00	\$25.00
\$32,001	\$33,000	\$46.20	\$253.80	\$300.00	\$125.00	\$25.00
\$33,001	\$34,000	\$47.60	\$252.40	\$300.00	\$125.00	\$25.00
\$34,001	\$35,000	\$49.00	\$251.00	\$300.00	\$125.00	\$25.00
\$35,001	\$36,000	\$50.40	\$279.60	\$330.00	\$125.00	\$25.00
\$36,001	\$37,000	\$51.80	\$278.20	\$330.00	\$125.00	\$25.00
\$37,001	\$38,000	\$53.20	\$276.80	\$330.00	\$125.00	\$25.00
\$38,001	\$39,000	\$54.60	\$275.40	\$330.00	\$125.00	\$25.00
\$39,001	\$40,000	\$56.00	\$274.00	\$330.00	\$125.00	\$25.00
\$40,001	\$41,000	\$57.40	\$302.60	\$360.00	\$125.00	\$25.00

Arnold
636-464-0500

Festus
636-931-2255

Hillsboro
636-797-4424

Washington
636-239-2242

Construction Disbursing
636-797-3222

Eureka
636-549-3749

St. Peters
636-397-4300

Sullivan
573-468-3488

Clayton
314-833-3433

Chesterfield
636-537-7850

\$41,001	\$42,000	\$58.80	\$301.20	\$360.00	\$125.00	\$25.00
\$42,001	\$43,000	\$60.20	\$299.80	\$360.00	\$125.00	\$25.00
\$43,001	\$44,000	\$61.60	\$298.40	\$360.00	\$125.00	\$25.00
\$44,001	\$45,000	\$63.00	\$297.00	\$360.00	\$125.00	\$25.00
\$45,001	\$46,000	\$64.40	\$325.60	\$390.00	\$125.00	\$25.00
\$46,001	\$47,000	\$65.80	\$324.20	\$390.00	\$125.00	\$25.00
\$47,001	\$48,000	\$67.20	\$322.80	\$390.00	\$125.00	\$25.00
\$48,001	\$49,000	\$68.60	\$321.40	\$390.00	\$125.00	\$25.00
\$49,001	\$50,000	\$70.00	\$320.00	\$390.00	\$125.00	\$25.00
\$50,001	\$51,000	\$71.20	\$343.80	\$415.00	\$125.00	\$25.00
\$51,001	\$52,000	\$72.40	\$342.60	\$415.00	\$125.00	\$25.00
\$52,001	\$53,000	\$73.60	\$341.40	\$415.00	\$125.00	\$25.00
\$53,001	\$54,000	\$74.80	\$340.20	\$415.00	\$125.00	\$25.00
\$54,001	\$55,000	\$76.00	\$339.00	\$415.00	\$125.00	\$25.00
\$55,001	\$56,000	\$77.20	\$357.80	\$435.00	\$125.00	\$25.00
\$56,001	\$57,000	\$78.40	\$356.60	\$435.00	\$125.00	\$25.00
\$57,001	\$58,000	\$79.60	\$355.40	\$435.00	\$125.00	\$25.00
\$58,001	\$59,000	\$80.80	\$354.20	\$435.00	\$125.00	\$25.00
\$59,001	\$60,000	\$82.00	\$353.00	\$435.00	\$125.00	\$25.00
\$60,001	\$61,000	\$83.20	\$376.80	\$460.00	\$125.00	\$25.00
\$61,001	\$62,000	\$84.40	\$375.60	\$460.00	\$125.00	\$25.00
\$62,001	\$63,000	\$85.60	\$374.40	\$460.00	\$125.00	\$25.00
\$63,001	\$64,000	\$86.80	\$373.20	\$460.00	\$125.00	\$25.00
\$64,001	\$65,000	\$88.00	\$372.00	\$460.00	\$125.00	\$25.00
\$65,001	\$66,000	\$89.20	\$395.80	\$485.00	\$125.00	\$25.00
\$66,001	\$67,000	\$90.40	\$394.60	\$485.00	\$125.00	\$25.00
\$67,001	\$68,000	\$91.60	\$393.40	\$485.00	\$125.00	\$25.00
\$68,001	\$69,000	\$92.80	\$392.20	\$485.00	\$125.00	\$25.00
\$69,001	\$70,000	\$94.00	\$391.00	\$485.00	\$125.00	\$25.00
\$70,001	\$71,000	\$95.20	\$414.80	\$510.00	\$125.00	\$25.00
\$71,001	\$72,000	\$96.40	\$413.60	\$510.00	\$125.00	\$25.00
\$72,001	\$73,000	\$97.60	\$412.40	\$510.00	\$125.00	\$25.00
\$73,001	\$74,000	\$98.80	\$411.20	\$510.00	\$125.00	\$25.00
\$74,001	\$75,000	\$100.00	\$410.00	\$510.00	\$125.00	\$25.00
\$75,001	\$76,000	\$101.20	\$428.80	\$530.00	\$125.00	\$25.00
\$76,001	\$77,000	\$102.40	\$427.60	\$530.00	\$125.00	\$25.00
\$77,001	\$78,000	\$103.60	\$426.40	\$530.00	\$125.00	\$25.00
\$78,001	\$79,000	\$104.80	\$425.20	\$530.00	\$125.00	\$25.00
\$79,001	\$80,000	\$106.00	\$424.00	\$530.00	\$125.00	\$25.00
\$80,001	\$81,000	\$107.20	\$437.80	\$545.00	\$125.00	\$25.00
\$81,001	\$82,000	\$108.40	\$436.60	\$545.00	\$125.00	\$25.00
\$82,001	\$83,000	\$109.60	\$435.40	\$545.00	\$125.00	\$25.00
\$83,001	\$84,000	\$110.80	\$434.20	\$545.00	\$125.00	\$25.00
\$84,001	\$85,000	\$112.00	\$433.00	\$545.00	\$125.00	\$25.00
\$85,001	\$86,000	\$113.20	\$451.80	\$565.00	\$125.00	\$25.00
\$86,001	\$87,000	\$114.40	\$450.60	\$565.00	\$125.00	\$25.00
\$87,001	\$88,000	\$115.60	\$449.40	\$565.00	\$125.00	\$25.00
\$88,001	\$89,000	\$116.80	\$448.20	\$565.00	\$125.00	\$25.00
\$89,001	\$90,000	\$118.00	\$447.00	\$565.00	\$125.00	\$25.00
\$90,001	\$91,000	\$119.20	\$465.80	\$585.00	\$125.00	\$25.00

\$91,001	\$92,000	\$120.40	\$464.60	\$585.00	\$125.00	\$25.00
\$92,001	\$93,000	\$121.60	\$463.40	\$585.00	\$125.00	\$25.00
\$93,001	\$94,000	\$122.80	\$462.20	\$585.00	\$125.00	\$25.00
\$94,001	\$95,000	\$124.00	\$461.00	\$585.00	\$125.00	\$25.00
\$95,001	\$96,000	\$125.20	\$474.80	\$600.00	\$125.00	\$25.00
\$96,001	\$97,000	\$126.40	\$473.60	\$600.00	\$125.00	\$25.00
\$97,001	\$98,000	\$127.60	\$472.40	\$600.00	\$125.00	\$25.00
\$98,001	\$99,000	\$128.80	\$471.20	\$600.00	\$125.00	\$25.00
\$99,001	\$100,000	\$130.00	\$470.00	\$600.00	\$125.00	\$25.00
\$100,001	\$101,000	\$130.80	\$484.20	\$615.00	\$125.00	\$25.00
\$101,001	\$102,000	\$131.60	\$483.40	\$615.00	\$125.00	\$25.00
\$102,001	\$103,000	\$132.40	\$482.60	\$615.00	\$125.00	\$25.00
\$103,001	\$104,000	\$133.20	\$481.80	\$615.00	\$125.00	\$25.00
\$104,001	\$105,000	\$134.00	\$481.00	\$615.00	\$125.00	\$25.00
\$105,001	\$106,000	\$134.80	\$495.20	\$630.00	\$125.00	\$25.00
\$106,001	\$107,000	\$135.60	\$494.40	\$630.00	\$125.00	\$25.00
\$107,001	\$108,000	\$136.40	\$493.60	\$630.00	\$125.00	\$25.00
\$108,001	\$109,000	\$137.20	\$492.80	\$630.00	\$125.00	\$25.00
\$109,001	\$110,000	\$138.00	\$492.00	\$630.00	\$125.00	\$25.00
\$110,001	\$111,000	\$138.80	\$501.20	\$640.00	\$125.00	\$25.00
\$111,001	\$112,000	\$139.60	\$500.40	\$640.00	\$125.00	\$25.00
\$112,001	\$113,000	\$140.40	\$499.60	\$640.00	\$125.00	\$25.00
\$113,001	\$114,000	\$141.20	\$498.80	\$640.00	\$125.00	\$25.00
\$114,001	\$115,000	\$142.00	\$498.00	\$640.00	\$125.00	\$25.00
\$115,001	\$116,000	\$142.80	\$507.20	\$650.00	\$125.00	\$25.00
\$116,001	\$117,000	\$143.60	\$506.40	\$650.00	\$125.00	\$25.00
\$117,001	\$118,000	\$144.40	\$505.60	\$650.00	\$125.00	\$25.00
\$118,001	\$119,000	\$145.20	\$504.80	\$650.00	\$125.00	\$25.00
\$119,001	\$120,000	\$146.00	\$504.00	\$650.00	\$125.00	\$25.00
\$120,001	\$121,000	\$146.80	\$513.20	\$660.00	\$125.00	\$25.00
\$121,001	\$122,000	\$147.60	\$512.40	\$660.00	\$125.00	\$25.00
\$122,001	\$123,000	\$148.40	\$511.60	\$660.00	\$125.00	\$25.00
\$123,001	\$124,000	\$149.20	\$510.80	\$660.00	\$125.00	\$25.00
\$124,001	\$125,000	\$150.00	\$510.00	\$660.00	\$125.00	\$25.00
\$125,001	\$126,000	\$150.80	\$519.20	\$670.00	\$125.00	\$25.00
\$126,001	\$127,000	\$151.60	\$518.40	\$670.00	\$125.00	\$25.00
\$127,001	\$128,000	\$152.40	\$517.60	\$670.00	\$125.00	\$25.00
\$128,001	\$129,000	\$153.20	\$516.80	\$670.00	\$125.00	\$25.00
\$129,001	\$130,000	\$154.00	\$516.00	\$670.00	\$125.00	\$25.00
\$130,001	\$131,000	\$154.80	\$525.20	\$680.00	\$125.00	\$25.00
\$131,001	\$132,000	\$155.60	\$524.40	\$680.00	\$125.00	\$25.00
\$132,001	\$133,000	\$156.40	\$523.60	\$680.00	\$125.00	\$25.00
\$133,001	\$134,000	\$157.20	\$522.80	\$680.00	\$125.00	\$25.00
\$134,001	\$135,000	\$158.00	\$522.00	\$680.00	\$125.00	\$25.00
\$135,001	\$136,000	\$158.80	\$531.20	\$690.00	\$125.00	\$25.00
\$136,001	\$137,000	\$159.60	\$530.40	\$690.00	\$125.00	\$25.00
\$137,001	\$138,000	\$160.40	\$529.60	\$690.00	\$125.00	\$25.00
\$138,001	\$139,000	\$161.20	\$528.80	\$690.00	\$125.00	\$25.00
\$139,001	\$140,000	\$162.00	\$528.00	\$690.00	\$125.00	\$25.00
\$140,001	\$141,000	\$162.80	\$537.20	\$700.00	\$125.00	\$25.00

\$141,001	\$142,000	\$163.60	\$536.40	\$700.00	\$125.00	\$25.00
\$142,001	\$143,000	\$164.40	\$535.60	\$700.00	\$125.00	\$25.00
\$143,001	\$144,000	\$165.20	\$534.80	\$700.00	\$125.00	\$25.00
\$144,001	\$145,000	\$166.00	\$534.00	\$700.00	\$125.00	\$25.00
\$145,001	\$146,000	\$166.80	\$548.20	\$715.00	\$125.00	\$25.00
\$146,001	\$147,000	\$167.60	\$547.40	\$715.00	\$125.00	\$25.00
\$147,001	\$148,000	\$168.40	\$546.60	\$715.00	\$125.00	\$25.00
\$148,001	\$149,000	\$169.20	\$545.80	\$715.00	\$125.00	\$25.00
\$149,001	\$150,000	\$170.00	\$545.00	\$715.00	\$125.00	\$25.00
\$150,001	\$151,000	\$170.80	\$553.20	\$724.00	\$125.00	\$25.00
\$151,001	\$152,000	\$171.60	\$552.40	\$724.00	\$125.00	\$25.00
\$152,001	\$153,000	\$172.40	\$551.60	\$724.00	\$125.00	\$25.00
\$153,001	\$154,000	\$173.20	\$550.80	\$724.00	\$125.00	\$25.00
\$154,001	\$155,000	\$174.00	\$550.00	\$724.00	\$125.00	\$25.00
\$155,001	\$156,000	\$174.80	\$558.20	\$733.00	\$125.00	\$25.00
\$156,001	\$157,000	\$175.60	\$557.40	\$733.00	\$125.00	\$25.00
\$157,001	\$158,000	\$176.40	\$556.60	\$733.00	\$125.00	\$25.00
\$158,001	\$159,000	\$177.20	\$555.80	\$733.00	\$125.00	\$25.00
\$159,001	\$160,000	\$178.00	\$555.00	\$733.00	\$125.00	\$25.00
\$160,001	\$161,000	\$178.80	\$563.20	\$742.00	\$125.00	\$25.00
\$161,001	\$162,000	\$179.60	\$562.40	\$742.00	\$125.00	\$25.00
\$162,001	\$163,000	\$180.40	\$561.60	\$742.00	\$125.00	\$25.00
\$163,001	\$164,000	\$181.20	\$560.80	\$742.00	\$125.00	\$25.00
\$164,001	\$165,000	\$182.00	\$560.00	\$742.00	\$125.00	\$25.00
\$165,001	\$166,000	\$182.80	\$568.20	\$751.00	\$125.00	\$25.00
\$166,001	\$167,000	\$183.60	\$567.40	\$751.00	\$125.00	\$25.00
\$167,001	\$168,000	\$184.40	\$566.60	\$751.00	\$125.00	\$25.00
\$168,001	\$169,000	\$185.20	\$565.80	\$751.00	\$125.00	\$25.00
\$169,001	\$170,000	\$186.00	\$565.00	\$751.00	\$125.00	\$25.00
\$170,001	\$171,000	\$186.80	\$573.20	\$760.00	\$125.00	\$25.00
\$171,001	\$172,000	\$187.60	\$572.40	\$760.00	\$125.00	\$25.00
\$172,001	\$173,000	\$188.40	\$571.60	\$760.00	\$125.00	\$25.00
\$173,001	\$174,000	\$189.20	\$570.80	\$760.00	\$125.00	\$25.00
\$174,001	\$175,000	\$190.00	\$570.00	\$760.00	\$125.00	\$25.00
\$175,001	\$176,000	\$190.80	\$578.20	\$769.00	\$125.00	\$25.00
\$176,001	\$177,000	\$191.60	\$577.40	\$769.00	\$125.00	\$25.00
\$177,001	\$178,000	\$192.40	\$576.60	\$769.00	\$125.00	\$25.00
\$178,001	\$179,000	\$193.20	\$575.80	\$769.00	\$125.00	\$25.00
\$179,001	\$180,000	\$194.00	\$575.00	\$769.00	\$125.00	\$25.00
\$180,001	\$181,000	\$194.80	\$583.20	\$778.00	\$125.00	\$25.00
\$181,001	\$182,000	\$195.60	\$582.40	\$778.00	\$125.00	\$25.00
\$182,001	\$183,000	\$196.40	\$581.60	\$778.00	\$125.00	\$25.00
\$183,001	\$184,000	\$197.20	\$580.80	\$778.00	\$125.00	\$25.00
\$184,001	\$185,000	\$198.00	\$580.00	\$778.00	\$125.00	\$25.00
\$185,001	\$186,000	\$198.80	\$588.20	\$787.00	\$125.00	\$25.00
\$186,001	\$187,000	\$199.60	\$587.40	\$787.00	\$125.00	\$25.00
\$187,001	\$188,000	\$200.40	\$586.60	\$787.00	\$125.00	\$25.00
\$188,001	\$189,000	\$201.20	\$585.80	\$787.00	\$125.00	\$25.00
\$189,001	\$190,000	\$202.00	\$585.00	\$787.00	\$125.00	\$25.00
\$190,001	\$191,000	\$202.80	\$593.20	\$796.00	\$125.00	\$25.00

\$191,001	\$192,000	\$203.60	\$592.40	\$796.00	\$125.00	\$25.00
\$192,001	\$193,000	\$204.40	\$591.60	\$796.00	\$125.00	\$25.00
\$193,001	\$194,000	\$205.20	\$590.80	\$796.00	\$125.00	\$25.00
\$194,001	\$195,000	\$206.00	\$590.00	\$796.00	\$125.00	\$25.00
\$195,001	\$196,000	\$206.80	\$598.20	\$805.00	\$125.00	\$25.00
\$196,001	\$197,000	\$207.60	\$597.40	\$805.00	\$125.00	\$25.00
\$197,001	\$198,000	\$208.40	\$596.60	\$805.00	\$125.00	\$25.00
\$198,001	\$199,000	\$209.20	\$595.80	\$805.00	\$125.00	\$25.00
\$199,001	\$200,000	\$210.00	\$595.00	\$805.00	\$125.00	\$25.00

Recording Fees

Franklin County

\$24.00 for the first page

\$3.00 for each additional page

City of St. Louis

\$23.00 for the first page

\$5.00 for each additional page

St. Charles & Jackson Counties

\$21.00 for the first page

\$3.00 for each additional page

All Other Counties

\$24.00 for the first page

\$3.00 for each additional page

Jefferson County: If a property is defined by metes and bounds and is in unincorporated Jefferson County it is subject to Planning & Zoning approval and an additional \$10.00 charge applies per conveyance.

RESOLUTION NO: 19-40

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH MIDWEST POOL MANAGEMENT

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Parks and Recreation Department, is hereby authorized to accept Midwest Pool's 2019-2020 contract addendum for the management of the indoor and outdoor pools. The agreement terms are fixed at a not-to-exceed amount of four hundred forty-four thousand, twenty-five dollars and no cents (\$444,025.00), unless mutually agreed upon by both parties.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

TAMMI CASEY, CITY CLERK

Date: _____

Friday, July 26, 2019

Z:\CITYDOCS\RESOLUTN\2019\19-40 Resolution Midwest Pool Management 2020 Addendum.docx

ARNOLD RECREATION COMPLEX: SEPT. 1, 2019 – AUG. 31, 2020

Operational Services for the City of Arnold

Indoor Pool Hours: Winter

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from September 1st, 2019- May 23rd, 2020 and August 12th 2020 – August 31st 2020. The pool shall normally be for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon bather loads:

Monday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Tuesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Wednesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Thursday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Friday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	10:00 a.m. - 4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Saturday's

Manager 11:30 a.m.-5:30 p.m.
 2 Guards 6:45 a.m.-12:00 p.m.
 2 Guards 9:30 a.m.-1:30 p.m.
 4 Guards 11:45 a.m.-5:00 p.m.
 2 Guards 1:30 p.m.- 5:30 p.m.

Sunday's

Manager 11:30 a.m.-5:30 p.m.
 2 Guards 8:45 a.m.-12:00 p.m.
 4 Guards 11:45 a.m.-3:00 p.m.
 2 Guards 11:45 a.m.- 5:00 p.m.
 4 Guards 2:45 p.m.-5:30 p.m.

Indoor Pool Hours: Summer

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from May 24th, 2020-August 11th, 2020. On inclement weather days when the outdoor pool is closed, the indoor pool will be open for recreational swim.

Monday's

Manager 1:00 p.m.-8:30 p.m.
 2 Guards 5:15 a.m.-12:15 p.m.
 2 Guards 12:00 p.m.-4:00 p.m.
 4 Guards 1:15 p.m.-5:00 p.m.
 2 Guards 4:00 p.m. -8:00 p.m.
 4 Guards 5:00 p.m. - 8:30 p.m.

Tuesday's

Manager 3:00 p.m.-8:30 p.m.
 2 Guards 5:15 a.m.-12:15 p.m.
 2 Guards 12:00 p.m.-4:00 p.m.
 2 Guards 3:45 p.m. -7:30 p.m.
 2 Guards 6:00 p.m. -8:30 p.m.

Wednesday's

Manager 1:00 p.m.-8:30 p.m.
 2 Guards 5:15 a.m.-12:15 p.m.
 2 Guards 12:00 p.m.-4:00 p.m.
 4 Guards 1:15 p.m.-5:00 p.m.
 2 Guards 4:00 p.m. -8:00 p.m.
 4 Guards 5:00 p.m. - 8:30 p.m.

Thursday's

Manager 3:00 p.m.-8:30 p.m.
 2 Guards 5:15 a.m.-12:15 p.m.
 2 Guards 12:00 p.m.-4:00 p.m.
 2 Guards 3:45 p.m. -7:30 p.m.
 2 Guards 6:00 p.m. -8:30 p.m.

Friday's

Manager	1:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
4 Guards	1:15 p.m.-5:00 p.m.
2 Guards	4:00 p.m. -8:00 p.m.
4 Guards	5:00 p.m. - 8:30 p.m.

Saturday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	6:45 a.m.-12:00 p.m.
2 Guards	9:30 a.m.-1:30 p.m.
4 Guards	11:45 a.m.-5:00 p.m.
2 Guards	1:30 p.m.- 5:30 p.m.

Sunday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	8:45 a.m.-12:00 p.m.
4 Guards	11:45 a.m.-3:00 p.m.
2 Guards	11:45 a.m.- 5:00 p.m.
4 Guards	2:45 p.m.-5:30 p.m.

There is an additional 175 open pool hours for the indoor aquatic center. The City of Arnold will choose 10 days that the Fox C-6 School District has days off for students in which we will open the pool additional open swim hours from 12:00 p.m.-4:00 p.m.

Outdoor Pool Hours

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Outdoor Pool from May 24th 2020 - August 31st 2020. (The City will negotiate with Midwest Pool Management as to facility readiness, staff preparation, and weather permitting to potentially accommodate the early dismissal of the Fox C-6 School District in May.) The pool shall normal be staffed for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon weather and bather loads:

Monday- Sunday	
Manager	9:30 a.m.-7:30 p.m.
Head Guard	9:00 a.m.-7:45 p.m.
12 Guards	10:45 a.m.-7:15 p.m.

The not to exceed salary budget includes 175 additional open pool hours for the outdoor pool.

Note: When the Fox C-6 School District is in session, the Arnold Recreation Center Outdoor Pool will be closed Mondays-Fridays, and be open only on Saturdays, Sundays, and holidays at regular open swim hours.

During these hours of operation, Midwest Pool Management will provide the following services:

- Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the pool.
- Maintain any records as reasonably required by the City.
- Furnish and supply all first-aid supplies, adequate to the size and operation of the Arnold Recreation Center. The First Aid Kit will carry supplies for a minimum of 50 persons and at a minimum include: adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, large bandage patch. First Aid Kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. Midwest Pool Management shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on duty personnel. Midwest Pool Management will also provide an emergency oxygen tank.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool.
- Work with the City in handling complaints users may have, reporting all complaints to the Parks and Recreation Director or designated representative.
- Conduct in-service training as per guidelines of Starfish Aquatics or equivalent.
- Conduct in-house safety audits at least once per month.

- Midwest Pool Management will retain a record of all problems brought to their attention. This log can be reviewed by the City at any time. A daily log of communication will be kept in the manager's office for the managers and designated City personnel to review on a daily basis.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Power wash or hose deck daily.
- Perform safety checklist daily.
- Clean the entire Arnold Recreation Center complex, including: guard and manager office areas, bathhouse, all areas within the fencing, restrooms, and the premises within 25 feet of facility in a clean and orderly condition by the proper collection of waste, garbage and all other debris. Cleaning to be completed prior to operational hours.
- Maintain tests and records as required by State of Missouri and City and meet all requirements for such.
- Furnish, store and supply the necessary chemicals for operation of the pools

Services provided for opening the outdoor facility:

Midwest Pool Management will provide the following services in preparing the pool for opening day.

Upon notice to proceed from the City, Midwest Pool Management will begin interviewing and hiring staff.

Midwest Pool Management has 20 lifeguard training instructors on staff. Lifeguard training classes begin in January and are offered on a continuing basis throughout the spring and early summer.

In May, Managers and assistant managers must also attend a manager's training class that focuses on customer service, ADA compliance, hazardous material training, chemical balance and testing, scheduling, accident report documentation requirements, and leadership skills.

In May, all staff including managers will have on-site training that includes site specific lifeguard zone coverage, rules and rule enforcement and site specific Emergency Action Plans.

Managers, Assistant Managers and Head Guards receive information on daily and weekly opening and closing procedures.

In early May, MPM staff will perform the following tasks:

- Power wash all decks
- Clean and stock bathrooms
- Vacuum the pools as often as necessary to have clean
- Clean pool area within 25 feet of pool enclosure
- Bring furniture out of storage, clean and arrange

- Get rescue tubes, fanny packs, first aid kit and other safety equipment prepared
- Establish staff schedule
- Schedule all staff on-site orientation
- Setup and prepare for usage all movable equipment, including tables, chairs, lounges, lifeguard chairs, diving boards, etc.
- Clean, inspect and prepare vacuuming equipment.
- Inspect and prepare all hoses.
- Check and clean all drains, including drain covers.
- Drain and clean pools.
- Fill pools.
- Install ladders and handrails, place and clean furniture.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Owner.
- Test all pumps and motors to the attractions: lazy river, slide, raindrop, bubblers, etc.
- Circulate water through filtration system.
- Furnish, store, and inject necessary chemicals for operation of the pools.
- Backwash filters and inspect for any defects.
- Prepare bathhouse for opening.

Swim Lessons

Manager, in coordination with the City, shall provide instructional group swim lessons and programs for all ages and ability levels. These group lessons/programs shall consist of a series of eight group lessons, including a minimum of thirty minutes of instruction. Swim lesson fees will be shared as follows: The City will retain 45% of the resident fee swim lessons and 55% of the non-resident fee swim lessons.

Management Fee

The management fee includes the furnishing of preseason opening of the outdoor pools, insurance, administrative fees, chemicals, overhead, profit and other incidental costs not covered in the not to exceed salary budget portion. Management fee is a total for indoor and outdoor pool operations.

Sept. 1, 2019-August 31, 2020	\$63,275
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Not To Exceed Salary Budget

The not to exceed salary budget includes the salaries for managers, assistant managers, head guards and lifeguards required to operate the indoor and outdoor pools as per the hours of operation per the request for proposal from the City of Arnold.

Sept. 1, 2019-August 31, 2020	\$380,750*
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***This not-to-exceed salary amount is based on the hours and staffing levels from the City of Arnold. Weather and bather loads will be monitored and when conditions warrant, staffing levels may be reduced when safely feasible.**

At the City's request, MPM can provide staff for additional services outside the scope of this agreement. The City will be invoiced at the rates detailed below:

Manager	\$22.91/hour
Assistant Manager	\$18.18/hour
Head Guard	\$14.54/hour
Lifeguard	\$12.12/hour
Janitorial	\$10.35/hour
Swim Lesson Coordinator	\$18.18/hour
Swim Lesson Instructor	\$13.33/hour



IN WITNESS WHEREOF, the parties have made and executed this addendum to the contract dated _____ in multiple copies, each of which shall be an original.

CITY OF ARNOLD

MIDWEST POOL MANAGEMENT

By:

By: Crissy Withrow, Vice President

ATTEST:

ATTEST:

By:
Name, Title

By:
Name, Title