

City of Arnold, Missouri

City Council
Council Chamber

June 06, 2019
7:00 p.m.

Amended Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Tim Seidenstricker – Ward 2 Councilman
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **May 16, 2019**
 - B. Payroll Warrant **#1317 in the Amount of \$300,838.82**
 - C. General Warrant **#5739 in the Amount of \$945,424.46**
6. Ordinances:
 - A. **Bill No.2744:** An Ordinance to Enable Arnold, Missouri to Join Show Me Pace, Pursuant to Sections §67.2800 to §67.2835, RSMO, the “Property Assessment Clean Energy Act,” and Stating the Terms under Which the City Will Conduct Activities as a Member of Such District.
 - B. **Bill No. 2745:** An Ordinance of the City of Arnold, Missouri, Authorizing The City to Participate in the Creation of MIRMA Health and Further Authorizing the Mayor to Execute such Documents as may be Necessary For the Creation of MIRMA Health and the City’s Participation Therein.
7. Resolutions:
 - A. **Resolution No. 19-31:** A Resolution Re-Appointing Various Individuals to Serve on Different Boards with Different Expiration Dates.
 - B. **Resolution No. 19-32:** A Resolution Authorizing the Mayor to Enter into a Multiple Year Contract with Little Egypt Shows Inc. for Carnival Rides, Games and Food During the Annual Arnold Days Festival.

C. **Resolution No. 19-33:** A Resolution Approving the Purchase of a 2019 Ford F150 Truck from Joe Machens Ford.

8. Motion:

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).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

Next Regular City Council Meeting June 20, 2019 @ 7:00 p.m.
Next Work Session June 13, 2019 at 7:00 p.m.

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, McArthur, Cooley, Hood, Plunk, Sullivan, Seidenstricker, Fleischmann (excused), Richison, Bookless, Lehmann, Allison Sweeney, Brown, Kroupa and Chief Shockey.

BUSINESS FROM THE FLOOR

Lemuel Hester, 1728 Rhythm Lane – Requested an update on the Melody Lane Project and inquired as to whether or not the passing of medical marijuana would change the City's drug policies for its employees.

Chadwick Bicknell, 14 Ozark Lane – Lives in unincorporated Arnold and stated he would like to have the same voting rights and city privileges, such as Rec Center pricing and library cards, as the residents who live in the incorporated city limits of Arnold.

CONSENT AGENDA

- A. MINUTES FROM MAY 2, 2019 MEETING**
- B. PAYROLL WARRANT NO. 1316 IN THE AMOUNT OF \$284,219.77**
- C. GENERAL WARRANT NO. 5738 IN THE AMOUNT OF \$512,937.02**

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

Seconded by Gary Plunk. Roll call vote: Fulbright, yes; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 7 Yeas: **Consent agenda approved.**

ORDINANCES

BILL NO. 2741 – AN ORDINANCE AUTHORIZING THE CITY OF ARNOLD, MO. TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFUNDING A PORTION OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION (CITY OF ARNOLD, MO., LESSEE), SERIES 2012; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 7 Yeas: **Ordinance passed.**

BILL NO. 2742 – AN ORDINANCE AUTHORIZING THE CITY OF ARNOLD, MO. TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (CEDARHURST OF ARNOLD REAL ESTATE, LLC PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY, APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE MAYOR TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; McArthur, no; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 6 Yeas, 1 Nay: **Ordinance passed.**

BILL NO. 2743 – AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2019 BUDGET was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 7 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 19-28 – A RESOLUTION APPROVING A PROPOSAL FROM HILLTOP SECURITIES FOR PROVIDING MUNICIPAL ADVISORY SERVICES

Butch Cooley made a motion and so moved to approve Resolution No. 19-28. Seconded by Tim Seidenstricker. Roll call vote: Fulbright, yes; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 7 Yeas: **Resolution approved.**

RESOLUTION NO. 19-29 – A RESOLUTION APPROVING AN AGREEMENT FROM US BANK TO PARTICIPATE IN THEIR INSURED CASH SWEEP PROGRAM

Vern Sullivan made a motion and so moved to approve Resolution No. 19-29. Seconded by Gary Plunk. Roll call vote: Fulbright, yes; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 7 Yeas: **Resolution passed.**

RESOLUTION NO. 19-30 – A RESOLUTION APPROVING A QUOTE FROM FLOOR COVERINGS INTERNATIONAL FOR CARPET

Gary Plunk made a motion and so moved to approve Resolution No. 19-30. Seconded by Mark Hood. Roll call vote: Fulbright, no; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 6 Yeas, 1 Nay: **Resolution passed.**

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 council meeting. Seconded by Gary Plunk. Roll call vote: Fulbright, yes; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 7 Yeas: **Motion carried.**

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Gary Plunk, Ward 4 – Informed council that the Ad-Hoc Committee met this week and discussed the splash park.

Butch Cooley, Ward 4 – Asked City Clerk Tammi Casey to provide a report for the Liquor Committee.

Mrs. Casey informed council that the Liquor Committee met this evening to review the liquor license renewals that have been received to date. The committee also reviewed a Change in Managing Officer application for Walmart. The committee is forwarding a recommendation of approval by unanimous vote, contingent upon receiving the fingerprints necessary for the applicant. **Butch Cooley made a motion and so move to approve the Change in Managing Officer application for Walmart, contingent upon receiving the fingerprints of the applicant.** Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 7 Yeas: **Motion carried.**

Tim Seidenstricker, Ward 2 – Stated he was pleased to receive the e-mail from Bryan stating the City was offering RV storage to residents, if needed, due to the flooding.

Jason Fulbright, Ward 1 – Thanked Omar Ruiz for keeping the council up to date on flooding issues. Mr. Fulbright also thanked council for their forethought in acquiring flood properties, along with other proactive measures, which minimizes damage.

ADMINISTRATIVE REPORTS

Bryan Richison – Referred council to the list he provided regarding documents that have met their retention schedule and are available for shredding.

Jason Fulbright made a motion and so moved to approve shredding of the documents listed (which are attached hereto and made part of this record). Seconded by Brian McArthur. Roll call vote: Fulbright, yes; McArthur yes; Cooley, yes; Hood, yes; Plunk, yes; Sullivan, yes; Seidenstricker, yes; Fleischmann, (excused); 7 Yeas: **Motion carried.**

Dickie Brown – Informed council that the water is receding and the park should be open a week from Saturday. The Farmers Market will still be held at the Rec Center this week.

David Bookless – Stated the mosquito truck will begin spraying next week. Also, the city’s website has a new code violations report form under the Community Development page and a telephone hotline has been established to report code violations. Mr. Bookless informed council that the city has hired its new building inspector, Randy Noland.

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

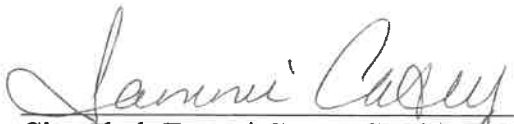
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Closed Session ended at 7:55 p.m.

A motion to adjourn the meeting was made by Vern Sullivan. Seconded by Tim Seidenstricker.

Voice vote: All yeas.

Meeting adjourned at 7:55 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 5/16/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO 2741	BILL NO 2742	BILL NO 2743	RESOLUTION NO 19-28
COUNCIL MEMBERS:							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	NO	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	TIM SEIDENSTRICKER	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DICKIE BROWN		PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		-		
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:		DAN KROUPA		PRESENT
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.		CHIEF SHOCKEY		PRESENT
CITY ATTORNEY	ALLISON SWEENEY	PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 5/16/2019

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: BRIAN MCARTHUR

COUNCIL: BUTCH COOLEY

COUNCIL: MARK HOOD

COUNCIL: GARY PLUNK

COUNCIL: VERN SULLIVAN

COUNCIL: TIM SEIDENSTRICKER

COUNCIL: EJ FLEISCHMANN

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO 19-29	RESOLUTION NO 19-30	MOTION TO HOLD CLOSED SESSION	MOTION TO APPROVE WALMART CHANGE IN MANAGING OFFICER	MOTION TO APPROVE DOCUMENT SHRED LIST	
YES	NO	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	
EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
		PARKS DIR:	DICKIE BROWN		
		PUBLIC WORKS:	-		
		TREASURER:	DAN KROUPA		
		POLICE DEPT.	CHIEF SHOCKEY		

The following is a list of records ready for destruction. They will be securely shredded upon Council approval:

FY13 Accounts Payable 7 boxes

Lockbox reports – FY14 9/1/13-8/31/14 2 boxes

Daily Cash Receipts – FY14 9/1/13-8/31/14 3 boxes

Golf Receipts – FY13 & FY14 9/1/12-8/31/13 and 9/1/13-8/31/14 1 box

Rec Center Daily Receipts – FY14 9/1/13-8/31/14 1 box

2011 Court files

AFLAC FSA reports – plan years from Jan 2007 through Dec 2010

Payroll Registers 2009 Jan – Dec

Payroll Requests 2011 Jan – Dec

Attendance Records 2012 Jan – Dec

Leave Requests 2012 Jan – Dec

Payroll Register/Journals 2013

2012 Payroll Registers

2010 Payroll Registers

2011 Timesheets

2010 Timesheets

2001 – 2004 Kids Club info cards

Aug 2009 – Aug 2010 Aquatic classes registration forms

2009 – 2010 Incident/Accident reports

2010 Completed Contracts

2009 – 2010 Pool Parties

2010 phone messages

2010 memberships

2010 – 2011 class evaluations

2009 phone message-outside pool parties/pavillions

SHRED LIST FOR 2019

In Town Business Licenses (retention 10 years)
2008 - 2009

Out of Town Business Licenses (retention 3 years)
2014 - 2015

Sunshine Law Requests (retention 3 years)
2015

Refund of Utility Taxes (retention 3 years)
2015

Bids (retention 5 years)
2013

Title Company Requests (retention 5 years)
2013

Vending Machine Licenses (retention 2 years)
2015-2016

Solicitor/Peddler Licenses (retention 2 years)
2015-2016

Receipts for Returned Checks (completion of audit)
2017

FOUR TOTAL BOXES TO SHRED

2019 COURT DOCUMENTS FOR SHREDDING

21 BOXES – CASES APPROVED FROM PRESIDING JUDGE FOR SHREDDING

5 BOXES – SIGN IN SHEETS, DOCKETS AND MISC. DOCUMENTS

**10 BOXES – VARIOUS DOCUMENTS NOT NECESSARY FOR CASE FILES OR RETENTION ON CLOSED
CASES**

BILL NO. 2744

ORDINANCE NO. _____

AN ORDINANCE TO ENABLE ARNOLD, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS §67.2800 TO §67.2835, RSMO, THE “PROPERTY ASSESSMENT CLEAN ENERGY ACT,” AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and

WHEREAS, it is in the best interests of the health, safety, and welfare of Arnold, Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

WHEREAS, Section §67.2810.1, RSMo authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy (“PACE”) Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

WHEREAS, on June 15, 2015, a clean energy development board named Show Me PACE was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of Arnold, Missouri and its residents to join and participate in Show Me PACE.

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

SECTION 1: The City hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title.* This Ordinance shall be known and may be cited as “Arnold, Missouri Property Assessed Clean Energy Ordinance.”
2. *Definitions.* Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.
 - a. “Show Me PACE” or “District” means the Show Me PACE Clean Energy Development Board.
 - b. “PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.
 - c. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency or renewable energy improvement.
 - d. “Qualifying Property” means real property located in Arnold, Missouri that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City by:

1. providing property owners with an application to apply for PACE Funding;
2. developing standards for the approval of projects submitted by Qualifying Property owners;
3. reviewing applications and selecting qualified projects;
4. entering into Assessment Contracts with Qualifying Property owners;
5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;
6. authorizing and disbursing PACE Funding to the Qualifying Property owners;

7. receiving the PACE Assessment from the County Collector;
8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

- C. Liability of City Officials; Liability of City. Notwithstanding any other provision of law to the contrary, officers and other officials of Arnold, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. Arnold, Missouri has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the City.
- D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.
- E. City as a Non-Party. Arnold, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

SECTION 2: Arnold, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The County enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

SECTION 3: Arnold, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The City hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the "Cooperative Agreement"). The Mayor of the Arnold is hereby authorized and directed to execute the Cooperative on behalf of the City.

SECTION 4: The election of Arnold, Missouri to join the District shall in no way constitute an obligation of the City necessitating any corresponding appropriation.

SECTION 5: The City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the

jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and geographic boundaries of the District.

SECTION 6: The officials and agents of the City are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED THIS 6th DAY OF JUNE, 2019.

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

Z:\CITYDOCS\ORDINANC\2744 Ordinance Show Me PACE.docx
Monday, June 03, 2019

EXHIBIT A

SHOW ME PACE COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

RECITALS

WHEREAS, on June 6, 2019, the City Council of Arnold adopted Ordinance No. _____, authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

WHEREAS, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

- 1. Representations.** Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.
- 2. Approval of Bylaws.** The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.

3. **Board of Directors.** The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. **Clean Energy Development Board Powers.** Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. **Counterparts.** This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. **Withdrawal.** No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 2019

SHOW ME PACE

By: _____
Josh Campbell, J.D., Administrator

Date: _____, 2019

City of Arnold

Adopted Ordinance No. _____
joining Show Me PACE
on June 6, 2019

By: _____
Name: Ron Counts
Title: Mayor

**AN ORDINANCE OF THE CITY OF ARNOLD, MISSOURI,
AUTHORIZING THE CITY TO PARTICIPATE IN THE CREATION OF
MIRMA HEALTH AND FURTHER AUTHORIZING THE MAYOR TO
EXECUTE SUCH DOCUMENTS AS MAY BE NECESSARY FOR THE
CREATION OF MIRMA HEALTH AND THE CITY'S PARTICIPATION
THEREIN.**

Whereas, The Missouri Intergovernmental Risk Management Association (“MIRMA”) is seeking to create a health insurance pool as authorized by Section 537.620 RSMo, to create an alternative for cities seeking to control rising health insurance costs; and

Whereas, Missouri statutes require such an entity to be formed by agreement of at least three municipalities; and

Whereas, upon a proper application, the new entity will be created by the Director of the Division of Insurance; and

Whereas, when created the new entity, which is intended to be called “MIRMA Health,” will be a separate body corporate owned by the participating cities; and

Whereas, MIRMA will provide administrative services for MIRMA Health, and

Whereas, by agreeing to be one of the City participating in the creation of MIRMA Health, this City is not forever bound to participate in MIRMA Health;

Whereas, the City believes that creating and participating in an alternative such as MIRMA Health is in the best interests of the City,

Now Therefore Be It Ordained, by the City Council of the City of Arnold as follows:

SECTION ONE: The City hereby declares its intent to be an incorporating member of MIRMA Health and to participate in the formation thereof.

SECTION TWO: The Mayor is hereby authorized and directed to sign all documents necessary or expedient for the creation of MIRMA Health and for the City to participate in the same.

SECTION THREE: The City staff are hereby authorized to provide such assistance as may be necessary to carry out the intent of this ordinance.

SECTION FOUR: This ordinance shall be effective immediately upon its approval and execution.

READ TWO TIMES, PASSED AND APPROVED THIS 6TH DAY OF JUNE, 2019.

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: 19-31

A RESOLUTION RE-APPOINTING VARIOUS INDIVIDUALS TO SERVE ON DIFFERENT
BOARDS WITH DIFFERENT EXPIRATION DATES.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the following individuals are hereby re-appointed to serve on various Boards until their term expires or a successor has been duly appointed and qualified.

SECTION 1. BOARD OF APPEALS

1. Alan Luffy is hereby re-appointed to serve a One-Year term that will expire on 01-19-2020.
2. Michael Dunfee is hereby re-appointed to serve a One-Year term that will expire on 01-19-2020.

SECTION 2. COMMISSION ON AGING AND DISABILITIES

1. Christin Hovis is hereby re-appointed to serve a Three-Year term that will expire on May 31, 2022.

SECTION 3. PARK AND LEISURE SERVICE BOARD

1. Gary Luebbers is hereby re-appointed to serve a term of Two-Years that will expire on January 22, 2022.
2. Chas Rymer is hereby re-appointed to serve a term of Two-Years that will expire on on February 1, 2022.

SECTION 4. TOURISM COMMISSION

1. Chris Ford is hereby re-appointed to serve a term of Three-Years that will expire on December 31, 2021.
2. Wally Lionberger is hereby re-appointed to serve a term of Three-Years that will expire on December 31, 2021.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO. 19-32

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
MULTIPLE YEAR CONTRACT WITH LITTLE EGYPT SHOWS
INCORPORATED FOR CARNIVAL RIDES, GAMES AND FOOD
DURING THE ANNUAL ARNOLD DAYS FESTIVAL

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a multiple year contract with Little Egypt Shows Incorporated for carnival rides, games and food as stipulated in the agreement for the annual Arnold Days event.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk, Tammi Casey

Date: _____

LITTLE EGYPT SHOWS, INC. CARNIVAL RIDES, GAMES, & FOOD

HISTORY

Little Egypt Shows Inc. is a reputable family owned business and has been in business for 41 years. We have been providing carnival rides, food concessions, and carnival games for church, school picnics, county fairs, and all types of festivals throughout Southern Illinois and Missouri areas. Little Egypt Shows is currently operated and owned by Ruen and Jeremy Mofield. Both brothers have been raised in the industry. Their grandfather started the business and then it expanded to include their parents. As young boys they would help during the off season to restore, paint, weld, refurbish and maintain rides and equipment these skills developed into a lifelong passion. After the retirement of their parents both Ruen and Jeremy have continued in success and growth by putting family and faith as a core value in their personal life and business life thus providing a quality family friendly carnival experience for all who attend.

OVERVIEW

Little Egypt Shows has previously provided services for the City of Arnold for event known as Arnold Days. We have also provided our services for Immaculate Conception located in the city of Arnold and neighboring areas including The Elks which is located in Imperial, MO.

LITTLE EGYPT SHOWS, INC. is pleased to submit this proposal for services to support the Arnold Days Festival located at the Arnold City Park at 2400 Bradley Beach Road in Arnold, MO. Our carnival is family owned and our goal is to provide a family friendly experience for all who attend the carnival. Our rides attract a variety of age groups, our carnival games are affordable with a prize every time, and our food concessions offer the most popular foods that are well known and loved by so many who visit the carnival. We also have a secret recipe for our homemade corn dog mix that has been passed on from generation to generation.

Little Egypt Shows currently has the dates available for Sept. 18-20th, 2020, Sept. 17-19th, 2021, and Sept. 16- 28th, 2022. The carnival will operate on Friday 5-11pm, Saturday Noon-11pm and Sunday Noon to 8pm. Our business has been engaged successfully in the carnival business for 41 years. We have the knowledge of Missouri Laws and Regulations related to safe and proper operation of our carnival. We have proven the ability to provide a safe carnival event to be in business as we have for three generations. We have and will continue to have all permits and authorizations to setup and run a carnival in accordance with Missouri State and local regulations. We are fully insured with all of our equipment and meet both Illinois and Missouri guidelines for insurance requirements and workers compensation. We have and will continue to keep open communications with staff from the City of Arnold in regards to set up, tear down, and carnival operations. We also cooperate with all local officials including Police Department, Fire Department, County Health Inspectors and Ride Inspectors.

CARNIVAL WORKERS

The staff with Little Egypt Shows is trained in accordance to regulations and guidelines set up by the Department of Labor on how to operate amusement rides and games. The ride attendants shall ensure that all passenger safety and devices are in place before starting amusement ride. Staff will ensure that no one is permitted on any ride while carrying any articles, food, beverages or anything that could endanger the rider or spectators. We also have a substance abuse policy in writing and each staff member is mandated to read and sign policy. This policy is enforced by including a random drug testing. We also have designated staff that is licensed to serve food in concessions for both Illinois and Missouri. During hours of operations staff will be required to wear appropriate attire this includes work shirts that are similar in color and labelled carnival staff to distinguish ride attendant, game associate, or food server. All of our staff is required annually to have a back ground check and must meet the Illinois and Missouri guidelines in which offenses are permissible and which are not according to the Equal and Fair opportunity Employment guidelines set up by the Department of Labor to employ a carnival worker. Prior to employment applicants are entered annually into The United States Sex offender Registry to ensure that persons applying as a carnival worker are not registered sex offenders.

MANAGEMENT

Ruen and Jeremy Mofield lead, oversee, and work with crew during the set up and tear down of carnival rides. Ruen and Jeremy are trained and experienced in daily inspection and testing of amusement rides and attractions. They record daily inspections. The inspections are only done by them excluding City or State Inspectors. The test includes operation of control devices, speed limiting devise, brakes, and other equipment provided for safety. Both Ruen and Jeremy are in charge of maintenance as required or recommended by the amusement ride or amusement attraction manufacturer. The maintenance is recorded and logged by date and by whom. Ruen and Jeremy are trained and experienced on electrical equipment related to amusement rides and attractions set forth by the Department of Labor (*Part 6000 Carnival and Amusement Ride Safety Act Section 6000.200 Electrical Equipment of Amusement Rides and Amusement Attractions*). Ruen and Jeremy ensure that all carnival rides are adequately shielded to provide protection to spectators and riders. Ruen and Jeremy believe on "a hands on approach" to ensure that staff and patrons are safe this stems from childhood and their core values of quality family friendly carnival.

FOOD & GAME CONCESSIONS

Little Egypt Shows has three food concessions which include a stand that offers corn dogs foot long and regular sizes at \$6.00 and \$3.00, cotton candy small and large at \$5.00 and \$7.00, popcorn starting from \$1.00 to \$5.00 depending on size, and snow cones both small and large at \$3.00 and \$5.00. A funnel cake stand that is owned by Ruen and Tracey Mofield under Mofields Carnival Concessions serving funnel cakes at \$5.00, nachos with cheese or soft pretzel with cheese for \$3.00 and deep fried Oreos for \$5.00. All of our food concessions offer Lemon shake ups small and large for \$3.00 and \$5.00 and soda beverages for \$2.00 and \$5.00. **Little Egypt Shows, Inc. requests exclusive rights on sales of lemon shake ups, corn dogs, and cotton candy. Our food concession prices are subject to change and are NOT LOCKED into 3 year contract agreement nor are they included in ride revenue.**

Little Egypt Shows books carnival games that are owned by family members that are part of the staff of Little Egypt Shows. The games include Cork Gallery, Duck Pond, Balloon Dart, Water Race, and Ring Toss. All of the games meet the requirements that were established by The Department of Labor. The prices for games vary and subject to change. **The game prices are NOT LOCKED into 3 year contract agreement nor are they included in ride revenue.**

Little Egypt Shows, Inc. agrees to pay \$100.00 for each food and game stand.

RIDES

Little Egypt Shows, inc. will offer armbands for unlimited rides on Friday during the hours of 5-10pm at \$20.00 each and or on Saturday from Noon – 4pm. The ride ticket prices are \$3.00 each or 10 tickets for \$20.00. All rides are one ticket per ride. These prices are LOCKED in a 3 year contract agreement and are subject to change after three year agreement has termed or otherwise discussed between both parties that represent Little Egypt Shows and The City of Arnold. We provide a ticket office that seats two ticket sellers and has additional room in the back for privacy and safety to store and count money collected. We have 13 Mechanical Rides and 2 Inflatables these are listed below for your reference.

- Super Sizzler (Capacity 36)
- Ferris Wheel (Capacity 24/36)
- Loop O Plane (Capacity 8)
- Vortex (Capacity 32)
- Casino (Capacity 40-60)
- Swinger (Capacity 24)
- Heart Flip (Capacity 16)
- Carousel/ Merry Go Round (Capacity 24)
- Dragon Wagon
- Kiddie Lady Bug Ride
- Kiddie Skyfighter (Capacity 16)
- Kiddie Hampton Combo (Capacity 18)
- Kiddie Helicopter
- Scooby Doo Inflate
- Midway Kid Zone Combo Inflate

Little Egypt Shows will begin set up of rides three days prior to opening to allow enough time for completion of setup and Missouri Inspector to inspect rides. Management will be on site when operation of rides are not in use to ensure equipment is safe and secure. There will be a maximum of two campers at the site to house management. The breakdown of rides will begin after 8pm on Sunday Night. All rides will be removed from the city park by the following Tuesday.

MISSOURI RIDE PERMITS

All carnival rides are inspected by an Inspector from the State or City at each event prior to opening of event. Any recommendations that are made or are required are done immediately by Management.

The carnival rides are also inspected annually by a NARSO inspector. The NARSO Inspection report along with application and permit fees are submitted to Missouri Division of Fire Safety – Amusement Ride Safety Unit. Upon receipt a representative from Amusement Ride Safety Unit reviews report and permit application and authorizes release of permits for rides inspected. The permit stickers are then applied on each ride for local and State inspectors. The permits for Missouri renew every year in August. Copies or verification of permits can be obtained by contacting the Amusement Ride Safety Unit, PO Box 844, Jefferson City, MO 65102. The phone number is (573) 526-3660.

RIDE REVENUE

Little Egypt Shows agrees to the sum of 25% of the gross receipts of all rides up to \$40,000 and 30% above and after \$40,000.

(Example: Ride Gross is \$45,000 * 25% of \$40,000 = \$10,000 / 30% of \$5,000 = \$1,500.

Total owed to the City of Arnold \$11,500.00)

REFERENCES

Below is a list of 10 venues and contact information with dates of operation for this year. The events we have listed below have been venues of ours for the last 15 years or more. Some of our clients can share stories of when the guys were young adolescents working and traveling with their parents. The contact personnel for each venue may have changed over the years, but the event and location have not. This is verification that our business has had a long standing and reliable relationship. Our core values have been recognized and have developed family like atmosphere with our clients, people we work with, and patrons that attend our carnival.

- Spring Fling in Vienna, IL (May 2-4th) Aletha Wright with the City of Vienna email: awright@cityofviennail.net
- MayFest in Perryville, MO (May 8-11th) Jackie at Perryville Chamber of Commerce (573) 547-6062
- Old Settlers Day in Galatia, IL (May 30-June 1st) James Bond (618)926-4661
- Betsy Ann Picnic in Brighton, IL (June 14-15th) Mike Roberts (618)372-8860
- Greene County Fair in Carrolton, IL (June 17-22nd) M. Walker email: mtwalker67@yahoo.com
- Steeleville 4th of July Celebration (July 2-4th) Rahlf with American Legion (618)615-2233
- Clinton County Fair in Carlyle, IL (July 15-20th) Chris Lowe (618)660-5708
- Marion County Fair in Salem, IL (July 28- Aug. 3rd) Terry Mulvaney (618)548-1251
- Shiloh Homecoming Picnic in Shiloh, IL (Sept. 6-7th) Sue Quitmeyer with the City of Shiloh (618)410-4301
- Dairy Days in Norris City, IL (Sept 27th -28th) Jane Lamp with Banterra Bank (618)273-3041

We look forward to working with The City of Arnold and supporting your efforts to ensure a family fun and safe atmosphere for the event of Arnold Days Festival.

If you have any questions please feel free to contact me by phone at (618) 997-4584 or you can send me an Email at littleegyptshows@yahoo.com.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Tracey Mofield".

Tracey Mofield
Little Egypt Shows, Secretary of Treasurer
810 East Gregory Ave.
Marion, IL 62959

CARNIVAL AGREEMENT ARNOLD DAYS 2020-2022

Agreement made ____ day of _____, 2019, 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”). 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 or Representative.

Purpose

Little Egypt Shows, hereafter referred to as The Carnival Vendor, will provide a family focused event held in conjunction with the annual Arnold Days Festival. The carnival will include a combination of rides, games, attractions and concessions at 2400 Bradley Beach Road, Arnold MO.

Location, Dates, and Times

The Carnival Vendor will provide a family focused event around the City of Arnold’s Arnold Days Festival. The carnival will include a combination of rides, games, attractions, and concessions.

The site for the carnival is approximately 60,000 square feet (Additional square footage may be available). The carnival will be:

- September 18th -20th, 2020
- September 17th-19th, 2021
- September 16th-18th, 2022
- September 22th-24th, 2023(Subject to mutual agreement to extend the contract)
- September 20th-22th, 2024(Subject to mutual agreement to extend the contract)

Hours of operation are as follows:

Friday: 5:00 p.m. to 11:00 p.m.

Saturday: Noon to 11:00 p.m.

Sunday: Noon to 8:00 p.m.

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.

There shall be at a minimum the rides specified in the accepted bid proposal. Additional rides may be added with a maximum of twenty (20) rides along with 4 concessions and 6 games. The rides should include an equitable blend of adult, adolescent and kiddy rides and attractions.

The layout of components will need to be carefully arranged so as to minimize disruption to the admission area of the festival grounds and such that it accommodates emergency vehicle access.

ARNOLD'S RESPONSIBILITIES

Arnold shall do the following:

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

CARNIVAL VENDOR RESPONSIBILITIES

1. WORK SITE AND EQUIPMENT

The Carnival Vendor shall take the required precautions to protect his/her equipment against damage, theft, or deterioration on the site. The Carnival Vendor will cooperate with the City of Arnold Parks and Recreation Department's representative on all matters of scheduling, routine access, security, and protection.

2. CHARGES FOR EQUIPMENT

Any equipment that is purchased or rented by the Carnival Vendor in the performance of this work shall be at the Carnival Vendor's own expense, and not charged to the City of Arnold Parks and Recreation Department.

3. EQUAL OPPORTUNITY COMPLIANCE

The Carnival shall comply with any and all applicable federal, state, and local laws, executive orders, and regulations prohibiting discrimination in employment. The Carnival shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, handicap, or sexual orientation.

5. CANCELLATION OF CONTRACT

The City of Arnold Parks and Recreation Department reserves the right to cancel and terminate the contract in the event that the services provided by the Carnival Vendor prove to be unsatisfactory. The City of Arnold Parks and Recreation Department shall be the sole judge of satisfactory performance with the scope of work and requirements contained herein. Either party may submit written contract cancellation notification one hundred and eighty (180) days prior to the scheduled carnival times.

6. CONTRACT LENGTH

The Contract shall be for the duration of time required to successfully complete all phases of the scope of work. The contract length is for three years and is negotiable up to five years based on the Carnival Vendor's proposal

7. LICENSES

Include information about licenses, certificates or other designations that are relevant to this type of work. Provide copies of applicable licenses or certifications required by state law.

8. GAMES

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.

9. CONCESSIONS

LES shall provide no more than: four food concessions, three drink concession and two novelty concession.

10. 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 completed no more than 30 days prior to the set up of the Carnival Midway at Arnold City Park or agreed upon location. Arnold reserves the right to not allow any LES employee on 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.

- a. 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
- b. 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.

11. 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.

12. 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.

13. 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.

14. 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 Two Million Dollars (\$2,000,000.00) 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.

15. FORCE MAJEURE

Neither party shall be liable for any failure to make or accept one or more deliveries arising out of compliance with any law, ordinance, regulation, ruling, order or other governmental action or arising out of God, fire, flood, war, sabotage, accidents, labor disputes, shortages or failure to supply materials or equipment, interruption of or delay in transportation, or any other similar circumstance beyond the control of the party.

16. MISCELLANEOUS

a. 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.

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

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

d. 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.

e. 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.

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

g. 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.

h. 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: _____
Bryan Richison, City Administrator

Attest:

Tammi Casey, City Clerk

LITTLE EGYPT SHOWS, INC.

By: _____

Print Name: _____

Additional Information

All questions regarding this contract should be directed to Dickie Brown, Director of Parks and Recreation, 1695 MO State Road, Arnold, MO 63010 (636) 282-6690, dbrown@arnoldmo.org

CITY OF ARNOLD - INSURANCE REQUIREMENTS

Carnival Vendors are required to carry the following coverage:

General Liability	<u>Limits</u>	
Each Occurrence	\$2,000,000	
Damages to Rented Premises*	\$ 100,000**	
Medical Expense (each person)	\$ 10,000	
Personal Injury	\$2,000,000	
General Aggregate	\$3,000,000	
Products - Completed Operations	\$1,000,000	
Business Auto Liability	\$1,000,000	

Workers Compensation and
Employers' Liability

Limits
Statutory Requirements

CITY OF ARNOLD
PARKS AND RECREATION DEPARTMENT
CONTRACT FORM

The Carnival Vendor offers the following:

The sum of twenty-five percent (25%) of the first forty thousand (\$40,000) dollars of gross receipts from monies derived from the sale of admission tickets at the various shows and rides and 30% above and after \$40,000.

The sum of \$ 100 from the sale of each “fun or food” booth stand.

- A. The undersigned contracts to furnish all labor and materials required for the carnival for the City of Arnold Parks and Recreation Department, Arnold, MO, in accordance with the accompanying contract and price, subject to additions and deductions according to the terms of the specifications.
- B. The undersigned certifies that he/she has carefully examined the request for Contract and, the general conditions, the specifications, the special conditions, and can perform the work and furnish all the material called for in the scope of work in the manner prescribed therein and in accordance with the requirements of the City of Arnold Parks and Recreation Department under them.

Name of Company or Person

Business Address

City, State, Zip

Phone Email

Name and Title of Individual Submitting Bid

Signature Date

RESOLUTION NO. 19-33

**A RESOLUTION APPROVING THE PURCHASE OF A
2019 FORD F150 TRUCK FROM JOE MACHENS FORD.**

WHEREAS, Joe Machens Ford was awarded the State of Missouri bid for trucks; and

WHEREAS, the City Council, as part of the mid-year budget adjustment in May 2019, added a new truck to the budget to replace a Public Works truck that was no longer serviceable due to extensive rusting of the truck body;

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

Section 1. The attached quote from Joe Machens Ford for a 2019 Ford F150 truck for \$26,366.00 is hereby approved..

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

May 20, 2019

State Contract # 605CO19000723

City of Arnold

Subject: Joe Machens Proposal on a **2019 Ford F150, Regular Cab, 4x4, Item 14**

To: Whom it May Concern;

As per the requested quote on a 2019 Ford F150, Joe Machens Ford proposes the following. The Ford F150 includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Item #14 Price – Dealer Code – Option, Included Equipment

\$20,116 – F1C – 2019 Ford F150	Manual Windows & Locks
Regular Cab (F1C)	All Season Tires plus spare
2 Wheel Drive	Standard GVWR
Long Bed – 8' (141)	4 wheels disc brakes – ABS
3.3L V6 Engine (99B)	Cruise control and Tilt (50S)
Standard Rear Axle	Vinyl Flooring
Automatic Transmission 6 speed	Vinyl Seats 40/20/40 (AG)
Air Conditioning	Daytime Running Lamps
LH & RH Manual Mirrors	

Optional equipment from state contract (Price – Dealer Code – Option):

\$3,250 – 26/F1E/141 – 4wd in lieu of 2wd
\$893 – 29/85A – Power Equipment Group (Power Windows, Locks, Mirrors & Key Fobs)
\$801 – 15B/53A/67T – Tow Receiver & wiring
\$231 – 20/18B – Black Platform Running Boards
\$525 – 22/XL6 – Limited Slip Rear Axle
\$550 – LNX – Spray in Bedliner
\$0 – YZ – Exterior Color: Oxford White
\$0 – AG – Interior: Vinyl 40/20/40 Bench Type Seat
\$0 – JMF – Delivery

Total:

\$26,366 per

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com

