

**TENTATIVE AGENDA  
CITY OF SALEM, MISSOURI  
BOARD OF ALDERMEN  
CITY HALL COUNCIL CHAMBERS  
202 N. WASHINGTON ST.  
OCTOBER 26, 2021  
6:00 P. M.**

**ITEM I CALL TO ORDER**

**ITEM II ROLL CALL**

**ITEM III CONSENT AGENDA**

Mo Dept. of Revenue C.A.R.T Tax October 2021-\$17,409.64  
Mo Dept. of Revenue City Tax September 2021- \$93,692.53  
Mo Dept. of Revenue Capital Improvements September 2021-\$46,846.24  
Mo Dept. of Revenue City Storm Water/Local Parks September 2021-\$35,134.68  
Bills over \$3,000.00- Salem Police Department-Law Enforcement Training  
Bills over \$3,000.00-Salem Police Department-Full Ballistic, Bullet Proof Armor  
plus outer carrier.

**ITEM IV INTRODUCTION AND READING OF BILLS AND RESOLUTIONS**

RESOLUTION NO. 29-2021- A RESOLUTION AUTHORIZING THE MAYOR  
TO RENEW AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI  
AND CINTAS FOR UNIFORM RENTAL SERVICE.

**TENTATIVE AGENDA  
CITY OF SALEM, MISSOURI  
BOARD OF ALDERMEN  
CITY HALL COUNCIL CHAMBERS  
202 N. WASHINGTON ST.  
OCTOBER 26, 2021  
6:00 P. M.  
PAGE TWO**

**ITEM V REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES**

E. Ray Walden, Jr., City Administrator

Kim Steelman, Mayor

Mark Nash, Public Works

Melissa Dubois, Parks and Recreation

Sally Burbridge, Economic Development

Aldermen Reports

**ITEM VI NEW AND MISCELLANEOUS BUSINESS**

Christmas Holiday for Staff

**ITEM VII SWEARING IN OF CITY CLERK**

**TENTATIVE AGENDA  
CITY OF SALEM, MISSOURI  
BOARD OF ALDERMEN  
CITY HALL COUNCIL CHAMBERS  
202 N. WASHINGTON ST.  
OCTOBER 26, 2021  
6:00 P. M.  
PAGE THREE**

**ITEM VIII CLOSED SESSION**

Pursuant to Section 610.021(12) of the Revised State Statutes of the State of Missouri pertaining to sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

Pursuant to Section 610.021(3) of the Revised State Statutes of the State of Missouri pertaining to the hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

**ITEM IX ADJOURNMENT**

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P.M.

1. ITEM I:            CALL TO ORDER
2. SUBJECT:        Start of Board Meeting
3. DISCUSSION:   The Board is called to order.  
  
Pledge of Allegiance and Prayer.

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P.M.

1. ITEM II:           ROLL CALL
2. SUBJECT:        Calling of Roll
3. DISCUSSION:

Mayor Kim STEELMAN

Alderman Greg PARKER

Alderman Shawn BOLERJACK

Alderman Kevin JAMES

Alderwoman Kala SISCO

City Administrator Ray WALDEN

Temporary City Clerk Tammy KOLLER

City Attorney James K. WEBER

Public Works Director Mark NASH

Chief of Police Joe CHASE

Other CITY STAFF if present

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P.M.

1. ITEM III:           CONSENT AGENDA
  
2. SUBJECT:       All matters listed under the Consent Agenda are considered to be routine by the Board and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
  
3. DISCUSSION:
  - (a) If no item is offered for discussion and removed from Consent Agenda, a motion and a second are required to accept the Consent Agenda.

CITY OF SALEM  
CITY CLERK  
400 N IRON ST  
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

10/15/21

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR  
MONIES TOTALING \$ 17,409.64 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

THE BANK OF SALEM 081503694 CITY OF SALEM-ENTERPRISE FUND/AC-0410117

MOTOR FUEL TAX	\$	11,013.95
MOTOR V SALES TAX	\$	4,517.53
MOTOR V FEE INCREASES	\$	1,878.16

FOR YOUR CREDIT AND USE ON 10/21/21.  
IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING  
THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT  
OF REVENUE AT (573) 751-2611.



MISSOURI DEPARTMENT OF REVENUE  
 TAXATION DIVISION  
 PO BOX 3380  
 JEFFERSON CITY, MO 65105-3380

**SALES TAX DISTRIBUTION DEPOSIT NOTICE**

Date: 10/08/2021

0007-000



SALEM  
 CITY CLERK  
 400 N IRON ST  
 SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2024402570

Distribution Month: September 2021

Telephone: 573-751-4876  
 Fax: 573-522-1160  
 Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the September 2021 collections as follows

<b>Deposit Date</b>	10/07/2021
<b>Tax Type Code</b>	200
<b>TaxType Name</b>	CITY
<b>Bank Name</b>	BANK OF SALEM
<b>Account Number (Last Four Digits)</b>	0117
<b>Tax Distribution</b>	\$93,692.53
<b>Interest Distribution</b>	\$0.00
<b>Amount Deposited</b>	\$93,692.53

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2019	2020	2021	2020 Compared to 2019	2021 Compared to 2020
September 2021	\$88,728.68	\$97,172.78	\$93,692.53	\$8,444.10	\$(3,480.25)
Year-to-Date	\$820,119.76	\$897,213.09	\$990,254.69	\$77,093.33	\$93,041.60

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.





MISSOURI DEPARTMENT OF REVENUE  
 TAXATION DIVISION  
 PO BOX 3380  
 JEFFERSON CITY, MO 65105-3380

Date: 10/08/2021

**SALES TAX DISTRIBUTION DEPOSIT NOTICE**

0007-000



SALEM  
 CITY CLERK  
 400 N IRON ST  
 SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2024402586

Distribution Month: September 2021

Telephone: 573-751-4876  
 Fax: 573-522-1160  
 Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the September 2021 collections as follows

Deposit Date	10/07/2021
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$46,846.24
Interest Distribution	\$0.00
Amount Deposited	\$46,846.24

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2019	2020	2021	2020 Compared to 2019	2021 Compared to 2020
September 2021	\$44,364.41	\$48,586.49	\$46,846.24	\$4,222.08	\$(1,740.25)
Year-to-Date	\$410,060.32	\$448,607.05	\$495,126.75	\$38,546.73	\$46,519.70

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.



MISSOURI DEPARTMENT OF REVENUE  
 TAXATION DIVISION  
 PO BOX 3380  
 JEFFERSON CITY, MO 65105-3380

Date: 10/08/2021

**SALES TAX DISTRIBUTION DEPOSIT NOTICE**

0007-000



SALEM  
 CITY CLERK  
 400 N IRON ST  
 SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2024402606

Distribution Month: September 2021

Telephone: 573-751-4876  
 Fax: 573-522-1160  
 Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the September 2021 collections as follows

Deposit Date	10/07/2021
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$35,134.68
Interest Distribution	\$0.00
Amount Deposited	\$35,134.68

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2019	2020	2021	2020 Compared to 2019	2021 Compared to 2020
September 2021	\$33,273.21	\$36,439.92	\$35,134.68	\$3,166.71	\$(1,305.24)
Year-to-Date	\$307,542.90	\$336,454.71	\$371,625.04	\$28,911.81	\$35,170.33

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

# University of Missouri

## INVOICE

Customer:

SALEM POLICE DEPT  
500 N Jackson  
Salem MO 65560

Page: 1  
Invoice No: EXT1007029  
Invoice Date: 10/20/2021  
Customer Number: 0000023696  
P.O. Number: LOA  
Payment Terms: N30  
Due Date: 11/19/2021  
Federal Id Number: 43-6003859

AMOUNT DUE: 4,500.00 USD

**For billing questions, please contact LAW ENF TRAINING INST@573-882-6021**

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1			Law Enforcement Training Acade Registration   John Brown Jr	1.00	CRS	4,500.00	4,500.00

**SUBTOTAL:**

4,500.00

**TOTAL AMOUNT DUE :**

4,500.00

The University will pursue all collection efforts and practices in collecting any unpaid balance(s). These practices include placing phone calls, mailing/emailing invoices and collection notices, utilizing the Missouri Department of Revenue's Debt Offset Program to intercept state tax refunds, referring the account to a collection agency and having the debt reported on your credit bureau reports, and referring the balance to an attorney to pursue the balance via litigation. If your account balance is referred to an outside collection agency your account may be assessed an additional collection fee of 30 percent of your outstanding balance. This one-time fee would be used to offset any and all costs and expenses, including reasonable attorney's fees and collection agency commission that the University may incur in such collection efforts. The University will also assess any additional expenses incurred in collecting the debt as allowed by law.

PLEASE DETACH THIS BOTTOM PORTION AND RETURN WITH YOUR PAYMENT IN THE ENCLOSED WINDOW ENVELOPE.

MAKE CHECKS PAYABLE TO THE UNIVERSITY OF MISSOURI.

Invoice No: EXT1007029  
Customer Number: 0000023696  
Due Date: 11/19/2021  
Amount Due: **4,500.00**

Amount Enclosed:

Customer:

SALEM POLICE DEPT  
500 N Jackson  
Salem MO 65560

Pay via credit card at [upay.umsystem.edu](http://upay.umsystem.edu)

or complete the following information. Please check the type of credit card used.


We accept  VISA  MASTERCARD  DISCOVER  AMERICAN EXPRESS

Credit Card Number:

Cardholder Name: (Please print) \_\_\_\_\_ Exp Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Cardholder Signature: \_\_\_\_\_

REMIT TO:

  
University of Missouri-Columbia AR  
P.O. Box 807012  
Kansas City, MO 64180-7012

56 2 100 70 290000000000 23696 1000000000 4500008

21-06337



ATLAS Consulting Group, LLC  
4610 SE VIEW ACRES RD  
PORTLAND, OR 97267 US  
+1 5038262249  
matt@stronglikebeetle.com

Estimate

ADDRESS
Salem PD 500 N Jackson Street Salem, MO 65560

SHIP TO
Salem PD 500 N Jackson Street Salem, MO 65560

ESTIMATE	DATE	EXPIRATION DATE
E21-570	10/18/2021	11/30/2021

SHIP VIA  
UPS

P.O. NUMBER  
TBD

ACTIVITY	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1350430-M	Safariland HARDWIRE® 68 Level IIIA Armor Panel Set w/2.0 Bothell Carrier - Concealable Carriers, Special Threat Plates, Patches and Pouches sold separately	5	1,450.00	7,250.00

SUBTOTAL 7,250.00  
 SHIPPING 150.00  
**TOTAL \$7,400.00**

Accepted By

Accepted Date

BOARD OF ALDERMEN AGENDA

OCTOBER 26, 2021

6:00 P. M.

1. ITEM IV (A): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: RESOLUTION NO. 29-2021-A RESOLUTION AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND CINTAS FOR UNIFORM RENTAL SERVICE.
3. DISCUSSION:

**RESOLUTION NO. 29-2021**

A RESOLUTION AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND CINTAS FOR UNIFORM RENTAL SERVICE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

**Section 1.**

The Mayor is here by authorized to renew on behalf of the City of Salem, Missouri an agreement between the City of Salem, Missouri and Cintas for uniform rental service.

**Section 2.**

This resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 26<sup>TH</sup> DAY OF OCTOBER 26, 2021.

APPROVED:

---

**Kim Steelman**  
**Mayor**

ATTEST:

APPROVAL AS TO FORM:

---

**Tammy Koller**  
**Temporary City Clerk**

---

**James Weber**  
**City Attorney**



## STANDARD RENTAL SERVICE AGREEMENT

Location No. 0569                      Agreement No. 210032989                      Customer No. 11368883                      Date \_\_\_\_\_  
 Customer CITY OF SALEM                      Phone 573-729-4811  
 Address 400 N IRON ST                      City SALEM                      State MO                      Zip 65560

**UNIFORM PRICING:**

Material#	Description	Rental Frequency	Inventory	Unit Price
X259	PERFORMANCE POLO N/C COLLAR - Rental		ANY	0.341
X270	CARGO PANT - Rental		ANY	0.371
X275	HI PERFORMANCE POLO - Rental		ANY	0.237
X330	COTTON WORK SHIRT - Rental		ANY	0.309
X370	CARGO SHORTS - Rental		ANY	0.299
X385	CARGO SHORT - CATHY - Rental		ANY	0.299
X389	CATHY/CARGO PANTS/WM - Rental		ANY	0.330
X60955	MICROPIQUE SPRT SHRT - Rental		ANY	0.237
X61356	FR JACKET #JLJ8NV - Rental		ANY	1.767
X74331	CARPENTER JEANS/INDI - Rental		ANY	0.371
X894	DENIM JEAN - Rental		ANY	0.371
X935	COMFORT SHIRT - Rental		ANY	0.217
X945	COMFORT PANT - Rental		ANY	0.259
X948	PANT JEAN STYLE - Rental		ANY	0.320

**EMBLEM PRICING:**

Material#	Description	Rental Frequency	Inventory	Unit Price
BA2000S	NAVY/ NAVY/ WHITE*		ANY	1.576
BA2000S	NAVY/ NAVY/ WHITE*		ANY	1.576
BD2000S	NAVY/ NAVY/ WHITE*		ANY	2.834
DCC645	CITY OF SALEM HI PERF		ANY	4.121
LXXXXXS	LXXXXX *		ANY	3.606
QZ1300	3/8 S-UL 1802 WHITE*		ANY	4.121
QZB455	3/8 S-UL 1800 BLACK		ANY	4.121

**FACILITY SERVICES PRODUCTS PRICING:**

Material#	Description	Rental Frequency	Inventory	Unit Price
X1946	24" MOP FRAME - Rental	01	ANY	0.000
X2160	SM SHOP TWL-RED - Rental	01	ANY	0.072
X2570	24" DUST MOP - Rental	01	ANY	0.660
X2570	24" DUST MOP - Rental	02	ANY	1.021
X2650	WET MOP LARGE - Rental	04	ANY	1.762
X27069	SIG SOAP SVC - Rental	02	ANY	5.559
X27083	SIG DUALTP RFL PAPER - Rental	01	ANY	20.691
X3030	LINEN BAG RACK - Rental	01	ANY	0.002
X3032	LINEN BAG - Rental	01	ANY	0.002
X45759	SNTZNG WIPE IRL - Rental		ANY	56.672
X45760	EMPTY WIPE BUCKET - Rental		ANY	0.000
X6924	WOOD DUST MOP HANDLE - Rental	01	ANY	0.002
X8010	HANGER RACK - Rental		ANY	0.000
X84030	3X10 GRAY MAT - Rental	02	ANY	6.985
X84220	3X4 BLUE MAT - Rental	01	ANY	2.102
X84220	3X4 BLUE MAT - Rental	02	ANY	3.150
X84230	3X4 GRAY MAT - Rental	02	ANY	3.150
X84235	3X4 BLACK MAT - Rental	01	ANY	2.586
X84420	4X6 BLUE MAT - Rental	01	ANY	3.163
X84420	4X6 BLUE MAT - Rental	02	ANY	4.740
X84430	4X6 GRAY MAT - Rental	02	ANY	4.740
X9024	CPULL DSP WHITE - Rental	04	ANY	0.002



## STANDARD RENTAL SERVICE AGREEMENT

Material#	Description	Rental Frequency	Inventory	Unit Price
X9025	C PULL TOWEL RFL - Rental	04	ANY	9.004
X9110	JRT TOILET PAPER RFL - Rental	01	ANY	6.285
X9110	JRT TOILET PAPER RFL - Rental	04	ANY	6.182
X9150	ANTIBAC SPRAY SOAP SVC - Rental	01	ANY	4.832
X9151	800ML SPRY SOAP RFL - Rental	04	ANY	0.000
X9153	SPRAY SOAP DISPENSER - Rental	01	ANY	0.000
X9173	HRDWND BRN PAPER LRG - Rental	04	ANY	9.386
X9173	HRDWND BRN PAPER LRG - Rental	02	ANY	6.525
X9257	HARDWOUND TWL DISP - Rental	01	ANY	0.104
X9289	JRT DBL TP DSP WHITE - Rental	01	ANY	0.002
X9289	JRT DBL TP DSP WHITE - Rental	02	ANY	0.000
X9312	1000 MOISTURE SP SVC - Rental	01	ANY	2.277
X9313	1000 MOISTURE SP RFL - Rental	04	ANY	0.000
X9322	INST HAND SANT SVC - Rental	01	ANY	3.513
X9323	INST HAND SANT GEL RFL - Rental	04	ANY	0.000
X9980	SOAP DISPENSER - WH - Rental	01	ANY	0.000
X9982	AUTO SOAP DISP - WH - Rental	01	ANY	0.000

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- o COD Terms     \$ \_\_\_\_\_ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge:     Material   X2160       % of Inventory       4.700       \$   1.010       EA
- o Automatic Lost Replacement Charge:     Material \_\_\_\_\_     % of Inventory     \_\_\_\_\_     \$ \_\_\_\_\_     EA
- o Make-Up Charge     \$   2.640   per garment.
- o Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium     \$ \_\_\_\_\_ per garment
- o Artwork Charge for Logo Mat     \$ \_\_\_\_\_
- o Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- o Service Charge:     \$ \_\_\_\_\_ per delivery.  
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of   \$5.000   per garment will be assessed for employees size changed within 4 weeks of installation.
- o Uniform Advantage     \$   0.082   per garment     Premium Advantage     \$   0.000   per garment
- o Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- o Emblem Advantage     \$ \_\_\_\_\_ per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
- o Prep Advantage     \$ \_\_\_\_\_ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- o Other \_\_\_\_\_

- /    
Date      \_\_\_\_\_ Initial and check box if Unilease. All garments will be cleaned by Customer.
- /    
Date      \_\_\_\_\_ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.
- /    
Date      \_\_\_\_\_ Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.
- /    
Date      \_\_\_\_\_ Initial and check box if declining the Uniform Advantage Program





# STANDARD RENTAL SERVICE AGREEMENT

Customer certifies that  it is  is not a federal, state, or local government branch or agency.

**This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.**

Cintas Loc.No \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Accepted-GM \_\_\_\_\_

Please Sign Name \_\_\_\_\_  
Please Print Name \_\_\_\_\_  
Please Print Title \_\_\_\_\_  
E-Mail \_\_\_\_\_

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("**Customer**") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("**Company**") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.

16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

19. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM V (A):     REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT:       E. Ray Walden, Jr., City Administrator
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM V (B):     REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT:       Kim Steelman, Mayor
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM V (C): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: Mark Nash, Public Works
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM V (D):     REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT:       Melissa Dubois, Parks and Recreation
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM V (E):     REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT:       Sally Burbridge, Economic Development
3. DISCUSSION:



BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM V (F):     REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT:       Alderman Reports
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM VI:        NEW AND MISCELLANEOUS BUSINESS
2. SUBJECT:        Christmas Holiday for Staff
3. DISCUSSION:    Thursday, December 23<sup>rd</sup> – 28 votes  
                          Monday, December 26<sup>th</sup> - 17 votes

# It's Voting Time

We have a holiday dilemma.... Christmas day is on Saturday this year. With Friday (Christmas Eve) off. We would like your vote on having.....

Thursday December 23<sup>rd</sup> \_\_\_\_\_

Or

Monday December 26<sup>th</sup> \_\_\_\_\_ off for our Christmas Day Holiday.

Please Vote and have your supervisor turn them in with your timecards Tuesday October 19<sup>th</sup>. Whichever day has the most votes will win. I will let you know the winning day with your October 20<sup>th</sup> payroll stubs.

Thank you,

Erica

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
19	20	21	22	23 _____	24 Christmas Eve Closed	25 Christmas Day
26	27 _____	28	29	30	31 Office Closed	1 New Year's Eve

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM VII:        SWEARING IN OF CITY CLERK
2. SUBJECT:    TAMMY KOLLER OATH OF OFFICE
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P. M.

1. ITEM VIII:      CLOSED SESSION

2. SUBJECT:      Pursuant to Section 610.021(12) of the Revised State Statutes of the State of Missouri pertaining to sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

Pursuant to Section 610.021(3) of the Revised State Statutes of the State of Missouri pertaining to the hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

3. DISCUSSION:

BOARD OF ALDERMEN AGENDA  
OCTOBER 26, 2021  
6:00 P.M.

1. ITEM IX:        ADJOURNMENT
2. SUBJECT:        Adjournment of Meeting
3. DISCUSSION:
  - (a) Recommend Board Adjourn.
  - (b) Recognize motion and second.
  - (c) Roll vote:

Alderman Greg PARKER  
Alderman Shawn BOLERJACK  
Alderwoman Kala SISCO  
Alderman Kevin JAMES

- (d) Board Adjourned.