

City of Arnold, Missouri

City Council
Council Chambers

October 3, 2019
7:00 P.M.

Amended Agenda

1. Pledge of Allegiance:
2. Opening Prayer: St. David's Catholic Church – Father Charlie Ferrara
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **September 19, 2019**
Public Hearing Minutes **September 19, 2019**
 - B. Payroll Warrant **#1326 in the Amount of \$309,258.23**
 - C. General Warrant **#5747 in the Amount of \$169,830.00**
6. Ordinances:
 - A. **Bill No. 2757:** An Ordinance Providing for the Amendment of the Fiscal Year 2019 Budget.
7. Resolutions:
 - A. **Resolution No. 19-52:** A Resolution Authorizing a Lease/Purchase Agreement with Commerce Bank for the Acquisition of Vehicles, Equipment and Steel Building.
 - B. **Resolution No. 19-53:** A Resolution Approving a Proposal from Gerstner Electric for Traffic Signal and Street Lighting Maintenance and Repair Service.
 - C. **Resolution No. 19-54:** A Resolution Appointing Chad Miller as an Alternate to the Board of Appeals for a One-Year Term.

D. Resolution No. 19-55: A Resolution Expressing Support for a Task Force to Evaluate School Safety in the City of Arnold.

8. Motion:

A. None

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

**Next Regular City Council Meeting October 17, 2019 @ 7:00 p.m.
Next Work Session October 10, 2019 at 7:00 p.m.**

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Wednesday, October 2, 2019

Mayor Ron Counts called the meeting to order at 7:03 p.m.

The Pledge of Allegiance was recited.

Pastor Tim Gray from City on the Hill Church offered the opening prayer.

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

BUSINESS FROM THE FLOOR

Ron Stadler, 2004 Bender – Stated his mortgage company informed him he now has to pay for flood insurance, even though he paid to have a survey performed which indicated he is not in a flood zone. Mr. Stadler also informed council that his neighbors' home has been sold and is currently vacant. He states the property is not being maintained and the grass is extremely long.

Frank Barbagallo, 1668 Trinity Circle – Believes the deer population is a problem. He would like to see the ordinance changed to allow archery hunting in city limits. Mayor Counts stated he will form a committee to research options.

CONSENT AGENDA

- A. REGULAR MINUTES SEPTEMBER 5, 2019 MEETING**
- B. PUBLIC HEARING MINUTES SEPTEMBER 5, 2019**
- C. PAYROLL WARRANT NO. 1325 IN THE AMOUNT OF \$311,393.36**
- D. GENERAL WARRANT NO. 5746 IN THE AMOUNT OF \$683,099.92**

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

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

ORDINANCES

BILL NO. 2751 – AN ORDINANCE FIXING THE ANNUAL RATE OF LEVY FOR TAXES was read twice by City Clerk Tammi Casey. Roll call vote: Plunk, yes; Cooley, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Hood, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: **Ordinance passed.**

BILL NO. 2755 – AN ORDINANCE PROVIDING FOR THE REPEAL OF ARTICLE XI (OFFENSES CONCERNING DRUGS AND ALCOHOL) OF CHAPTER 215 (OFFENSES) OF THE ARNOLD CODE OF ORDINANCES AND ENACTING IN LIEU THEREOF A NEW ARTICLE XI (OFFENSES CONCERNING DRUGS AND ALCOHOL) ON THE SAME SUBJECT WITH CERTAIN MODIFICATIONS AS HEREINAFTER SET FORTH, AND ESTABLISHING PENALTIES FOR THE VIOLATION THEREOF was read twice by City Clerk Tammi Casey. Roll call vote: Plunk, yes; Cooley, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Hood, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: **Ordinance passed.**

BILL NO. 2756 – AN ORDINANCE APPROVING A RECORD PLAT TITLED “THE ENCLAVE AT STRAWBERRY RIDGE PLAT 2” was read twice by City Clerk Tammi Casey. Roll call vote: Plunk, yes; Cooley, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Hood, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 19-50 – A RESOLUTION APPROVING THE PURCHASE OF A 3-TON ASPHALT RECYCLER AND HOT BOX SLIP-IN

EJ Fleischmann made a motion and so moved to approve Resolution No. 19-50. Seconded by Vern Sullivan. Roll call vote: Plunk, yes; Cooley, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Hood, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-51 – A RESOLUTION APPROVING THE PURCHASE OF A VACTOR 2100 FLUSHER/VACUUM TRUCK

Tim Seidenstricker made a motion and so moved to approve Resolution No. 19-51. Seconded by Jason Fulbright. Roll call vote: Plunk, yes; Cooley, yes; Sullivan, yes; Fulbright, yes; Seidenstricker, yes; Hood, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: **Resolution approved.**

MOTIONS

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

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

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Encouraged everyone to attend Arnold Days this weekend.

Jason Fulbright, Ward 1 – Offered to chair the committee that will be formed to research the deer population in the city.

ADMINISTRATIVE REPORTS

Bryan Richison – Provided council with an update on the golf course. The irrigation company has been to the golf course, but no one has seen their report yet regarding the cost to repair the system. The golf course will remain open through October.

Dickie Brown – Encouraged everyone to attend Arnold Days this weekend.

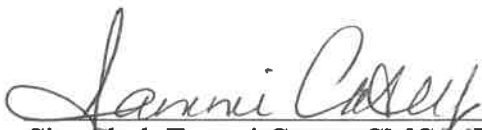
Mayor Counts announced a five minute recess before going into Closed Session.

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Closed session ended at 7:45 p.m.

A motion to adjourn the meeting was made by Jason Fulbright. Seconded by Tim Seidenstricker.

Voice vote: All yeas.

Meeting adjourned at 7:45 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 9/19/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO 2751	BILL NO 2755	BILL NO 2756	RESOLUTION NO 19-50
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	TIM SEIDENSTRICKER	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
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	EXCUSED	POLICE DEPT.		CHIEF SHOCKEY		PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 9/19/2019

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: GARY PLUNK

COUNCIL: BUTCH COOLEY

COUNCIL: VERN SULLIVAN

COUNCIL: JASON FULBRIGHT

COUNCIL: TIM SEIDENSTRICKER

COUNCIL: MARK HOOD

COUNCIL: EJ FLEISCHMANN

COUNCIL: BRIAN MCARTHUR

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO 19-51	MOTION TO HOLD CLOSED SESSION				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
		PARKS DIR:	DICKIE BROWN		
		PUBLIC WORKS:	-		
		TREASURER:	DAN KROUPA		
		POLICE DEPT.	CHIEF SHOCKEY		

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

A. FIXING THE ANNUAL RATE OF LEVY FOR TAXES

Bryan Richison spoke briefly regarding the Missouri State Statute requiring an annual public hearing before setting the levy for real estate taxes.

PUBLIC COMMENTS
NONE

COUNCIL COMMENTS
NONE

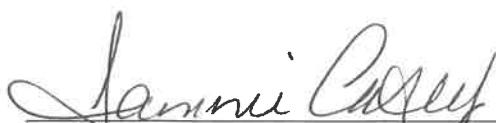
B. 2019-33 THE ENCLAVE AT STRAWBERRY RIDGE PLAT 2 (RECORD PLAT)

David Bookless informed council that this final record plat will divide the five 2 family parcels into ten separate lots that will contain attached villas. The remaining two lots are for single family homes. The Planning Commission held a public meeting and discussed this at their September 10, 2019 meeting. There were no comments from the public and the Planning Commission is forwarding a recommendation of approval by a vote of 7-0.

PUBLIC COMMENTS
NONE

COUNCIL COMMENTS
NONE

Public Hearing ended at 7:03 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

BILL NO. 2757

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE
AMENDMENT OF THE FISCAL YEAR 2019 BUDGET.

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

- Section 1. The Fiscal Year 2019 Budget adopted on August 16, 2018 has been reviewed and is hereby amended by reference. A copy of said budget adjustment is attached hereto and made a part hereof.
- Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.
- Section 3. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS 3rd DAY OF OCTOBER,
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

FUND	DEPT	ORGANIZATION TITLE	ACCOUNT	ACCOUNT TITLE	BUDGET	YEAR TO DATE EXP	AVAILABLE BALANCE	EXPLANATION	BUDGET ACTION REQUESTED	INCREASE / DECREASE	TRANSFER TO / FROM OTHER BUDGET LINE	ACTUAL INCREASE REQUESTED
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	41501	REGULAR SALARIES & WAGES	0	25,719	(25,719)	Haskell Martin being charged to 105; even budgeted to Dept 300 41501 Regular Salaries and Wages	Increase budget by 29,524 to account for Haskell Martin who was budgeted to Dept 300 41501 Regular Salaries and Wages	29,524	Y	Y
00 - GENERAL FUND	105	GENERAL &	43170	WEB SITE	50,000	54,807	(4,807)	License exceeded PO	Increase budget 4,807	4,807	Y	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	43290	MISCELLANEOUS	70,000	168,649	(98,649)	INSTUFORM 38,956; RETAIL STRATEGIES 35,000; SHOW ME VISTORIES 30,000; JOHNSON CONSULTING 49,875	Transfer 22,030 budget from 105-46410- Buildings; 45,000 budget from 105-49130 Land and Building; 31,619 budget increase	98,649	Y	Y
00 - GENERAL FUND	105	GENERAL &	45150	EXPENDABLE EQUIPMENT	0	1,647	(1,647)	Couch, utility truck, vacuum, utility cart	Increase budget 1,647	1,647	Y	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	46410	BUILDINGS	109,627	75,069	34,554		to 105-49290 Miscellaneous	(34,554)	Y	Y
00 - GENERAL FUND	105	GENERAL & ADMINISTRATIVE	48130	LAND AND BUILDING	50,000	5,000	45,000		Transfer 45,000 budget to 105-49290 Miscellaneous	(45,000)	Y	Y
00 - GENERAL FUND	105	GENERAL &	49131	BUILDING REMODEL	0	12,534	(12,534)	City Hall carpeting, etc	Transfer 12,534 budget from 105-46410- Buildings	12,534	Y	Y
00 - GENERAL FUND	115	IT SUPPORT	43170	WEB SITE	13,800	27,707	(13,907)	Open Gov budget portal	Transfer unused budget of 13,907 from 115-46110 Telephone - Regular Service	13,907	Y	Y
00 - GENERAL FUND	115	IT SUPPORT	43290	MISCELLANEOUS	0	1,032	(1,032)	Expand WiFi capability	Transfer unused budget of 1,032 from 115-46110 Telephone - Regular Service	1,032	Y	Y
00 - GENERAL FUND	115	IT SUPPORT	46110	TELEPHONE-REGULAR	194,500	142,818	51,682		Transfer unused budget of 13,907 to 115-43170 Website and 1,032 to 115-49290 Miscellaneous	(14,939)	Y	Y
00 - GENERAL FUND	120	MUNICIPAL COURT	45240	DATA PROCESSING	15,000	11,615	3,385		Transfer 1,195 unused budget to 120-42210 Printing	(1,195)	Y	Y
00 - GENERAL FUND	120	MUNICIPAL COURT	45210	PRINTING	3,000	4,195	(1,195)	Bond checks, prosecuting attorney court jackets	Transfer 1,195 unused budget from 120-43240 Data Processing	1,195	Y	Y
00 - GENERAL FUND	130	CITY ADMINISTRATOR	42120	PENSION-POLICE	0	15,800	(15,800)	Millman charges first full year	Increase Budget by 15,800	15,800	Y	Y
00 - GENERAL FUND	150	FINANCE DEPARTMENT	43130	FINANCIAL	20,300	2,500	17,800		Decrease budget by 1,483 transfer unused budget to 150-44110 Travel & Lodging	(1,483)	Y	Y
00 - GENERAL FUND	150	FINANCE DEPARTMENT	44110	TRAVEL & LODGING	4,250	5,733	(1,483)	GFOA Annual Conference	Increase budget by 1,483 transfer unused budget from 150-43130 Financial	1,483	Y	Y
00 - GENERAL FUND	160	COLLECTOR OF REVENUE	45220	POSTAGE	2,100	4,416	(2,316)	Mail muni svcs bill, business license, etc	General Office Supplies	2,316	Y	Y
00 - GENERAL FUND	160	COLLECTOR OF REVENUE	45250	EXPENDABLE EQUIPMENT	400	1,623	(1,223)	New computer, desk chair	Increase budget by 1,223 transfer unused budget from 160-45250 General Office Supplies	1,223	Y	Y
00 - GENERAL FUND	160	COLLECTOR OF REVENUE	45290	GENERAL OFFICE SUPPLIES	4,000	192	3,808		Decrease budget by 3,539 transfer unused budget of 2,316 160-45220 Postage and 1,223 to 160-45250 Expendable Equipment	(3,539)	Y	Y
00 - GENERAL FUND	191	PLANNING COMMISSION	43170	WEB SITE	0	1,389	(1,389)	Coscar Realty - Website for retail space	Increase Budget by 1,389	1,389	Y	Y
00 - GENERAL FUND	191	PLANNING COMMISSION	45115	ROAD PROJECTS	0	3,742	(3,742)	Site Routes to School engineering	Increase budget by 3,742	3,742	Y	Y
00 - GENERAL FUND	191	PLANNING COMMISSION	45250	EXPENDABLE EQUIPMENT	600	2,208	(1,608)	iPad, monitors, brochure, display rack	Increase budget by 1,608	1,608	Y	Y
00 - GENERAL FUND	210	POLICE	44160	EDUCATION	7,000	3,568	3,432		Decrease budget by 1,646 transfer unused budget to 210-45170 K-9 Police Dog	(1,646)	Y	Y
00 - GENERAL FUND	210	POLICE	45170	K-9 POLICE DOG	10,000	11,646	(1,646)	Training	Increase budget by 1,646 transfer unused budget from 210-44180 Education	1,646	Y	Y
00 - GENERAL FUND	210	POLICE	45190	OTHER	22,000	17,465	4,534		Expendable Equipment	(3,325)	Y	Y
00 - GENERAL FUND	210	POLICE	45250	EXPENDABLE EQUIPMENT	70,000	73,325	(3,325)	Guns; bullet proof vests	Increase budget by 3,325 transfer unused budget from 210-45190 Other	3,325	Y	Y
00 - GENERAL FUND	240	BUILDING COMMISSION	45110	GENERAL OPERATING	2,000	589	1,411		Decrease budget by 1,411 transfer unused budget of 711 to 240-45250 Expendable Equipment and 700 to 46140 Cellular	(1,411)	Y	Y

FUND	DEPT	ORGANIZATION TITLE	ACCOUNT	ACCOUNT TITLE	BUDGET	YEAR TO DATE EXP	AVAILABLE BALANCE	EXPLANATION	BUDGET ACTION REQUESTED	INCREASE / DECREASE	TRANSFER TO / FROM OTHER BUDGET LINE	ACTUAL INCREASE / DECREASE
00 - GENERAL FUND	240	BUILDING COMMISSION	45250	EXPENDABLE EQUIPMENT	1,000	3,712		Cat 6 cable	Increase budget by 1,478 transfer unused budget of 711 from 240-45110 General Operating and 767 from 240-45250 General Office Supplies	1,478	Y	
00 - GENERAL FUND	240	BUILDING COMMISSION	46140	CELLULAR	3,000	4,566	(1,566)	rums,monitors,software,printer,chair	Increase budget by 700 transfer unused budget of 700 from 240-45110 General Operating	700	Y	
00 - GENERAL FUND	310	PUBLIC WORKS	41501	REGULAR SALARIES & WAGES	243,505	143,210	100,295		Decrease budget by 29,524 to account for Haskell Martin whose actual wages were charged to 405-41504 Regular Salries and Wages	(29,524)	Y	
00 - GENERAL FUND	320	HIGHWAYS & STREETS	43260	GRASS MOWING	4,700	7,440	(2,740)	Grass cuts Sept, Oct 2018 and April-August	Increase budget by 2,740 transfer unused budget of 2,740 from 320-45110 General Operating	2,740	Y	
00 - GENERAL FUND	320	HIGHWAYS & STREETS	45110	GENERAL OPERATING	304,000	155,208	147,792		Decrease budget by 21,314 transfer unused budget of 2,740 to 320-43260 Grass Mowing; 3,147 to 320-45250 Expendable Equipment; 4,261 to 320-45320 Maintenance; 8,646 to 320-49160 Machinery & Equipment; 2,520 to 320-46140 Cellular	(21,314)	Y	
00 - GENERAL FUND	320	HIGHWAYS & STREETS	45250	EXPENDABLE EQUIPMENT	13,500	15,647	(3,147)	16" concrete saw, 20" diamond blades; MOVE	Increase budget by 3,147 transfer unused budget of 3,147 from 320-45110 General Operating	3,147	Y	
00 - GENERAL FUND	320	HIGHWAYS & STREETS	45320	MAINTENANCE	30,000	34,261	(4,261)	PO 180756 billed late - 546627.02	Increase budget by 4,261 transfer unused budget of 4,261 from 320-45110 General Operating	4,261	Y	
00 - GENERAL FUND	320	HIGHWAYS & STREETS	45420	BOND EXP-REV BONDS	0	3,544	(3,544)	16" concrete saw, 20" diamond blades; MOVE	Increase budget by 3,544 transfer unused budget of 3,544 from 320-45110 General Operating	3,544	Y	
00 - GENERAL FUND	320	HIGHWAYS & STREETS	46140	CELLULAR	5,000	7,520	(2,520)	Vehicle tracking expense; upgrade phones	Increase budget by 2,520 transfer unused budget of 2,520 from 320-45110 General Operating	2,520	Y	
00 - GENERAL FUND	320	HIGHWAYS & STREETS	49160	MACHINERY & EQUIPMENT	8,000	16,646	(8,646)	24" Inch planer high flow; MOVE FROM GENERAL OPERATING	Increase budget by 8,646 transfer unused budget of 8,646 from 320-45110 General Operating	8,646	Y	
00 - GENERAL FUND	330	PARKS & RECREATION	43060	GRASS MOWING	65,000	82,801	(17,801)	Grass cuts Sept, Oct 2018 and April-August	Increase budget by 11,822 transfer unused budget from 330-45110 General Operating	11,822	Y	
00 - GENERAL FUND	330	PARKS & RECREATION	45110	GENERAL OPERATING	60,000	56,178	11,822		Decrease budget by 11,822 transfer unused budget of 11,822 to 330-43060 Grass Mowing	(11,822)	Y	
00 - GENERAL FUND	330	PARKS & RECREATION	45320	MAINTENANCE	23,750	12,150	11,600		Increase budget by 2,506 transfer unused budget of 2,506 to 330-46230 Water	(2,506)	Y	
00 - GENERAL FUND	330	PARKS & RECREATION	46230	WATER	5,000	7,506	(2,506)	Hydrant charges due to flood clean up	Increase budget by 2,506 transfer unused budget of 2,506 from 330-45320 Maintenance	2,506	Y	
00 - GENERAL FUND	330	PARKS & RECREATION	49150	AUTOMOTIVE EQUIPMENT	0	39,462	(39,462)	Replica stolen truck	Increase budget by 26,883 for stolen truck replacement; offset by 21,883 insurance reimbursement booked to 00-39110 Insurance Proceeds	26,883	Y	
30 - GENERAL FUND		GRANT FUND		TRAVEL & LODGING	0	1,559	(1,559)		Increase budget by 1,559	1,559	Y	
30 - GENERAL FUND		GRANT FUND		SEMINARS	0	5,315	(5,315)		Increase budget by 5,315	5,315	Y	
43 - RECREATION CENTER FUND		RECREATION CENTER	45475	INT EXP-REC CENTER	322,288	372,595	(50,307)		Increase budget by 50,307	50,307	Y	
43 - RECREATION CENTER FUND		RECREATION CENTER	49130	LAND AND BUILDING	55,000	11,030	44,970		Decrease by 10,849; transfer 10,849 unused budget to 340-49131 Building Remodel	(10,849)	Y	
43 - RECREATION CENTER FUND		RECREATION CENTER	49431	BUILDING REMODEL	0	10,849	(10,849)		Increase by 10,849; transfer 10,849 unused budget from 340-49130 Land and Building	10,849	Y	
48 - STORMWATER FUND	480	DEPARTMENT	45250	EXPENDABLE EQUIPMENT	1,500	2,449	(949)	Unaccounted repairs	Increase budget by 949; transfer 949 unused budget from 480-43250 Miscellaneous	949	Y	

FUND	DEPT	ORGANIZATION TITLE	ACCOUNT	ACCOUNT TITLE	BUDGET	YEAR TO DATE EXP	AVAILABLE BALANCE	EXPLANATION	BUDGET ACTION REQUESTED	INCREASE / DECREASE	TRANSFER TO / FROM OTHER BUDGET LINE	ACTUAL INCREASE REQUESTED
48 - STORMWATER FUND	480	STORMWATER DEPARTMENT	46510	BUILDINGS	0	1,461	(1,461)	Insulation	Increase budget by 1,461; transfer 1,461 unused budget from 680-43290 Miscellaneous	1,461	Y	
50 - STORMWATER FUND		SPECIAL ALLOCATIONS FUND	43290	MISCELLANEOUS	50,000	25,000	25,000	2410	Decrease budget by 2,410; transfer unused budget of 948 to 45250 (Expendable Equipment and 1,461 unused budget to 46410 Buildings	(2,410)	Y	
											148,357	

RESOLUTION NO: 19-52

A RESOLUTION AUTHORIZING A LEASE/PURCHASE AGREEMENT
WITH COMMERCE BANK FOR THE ACQUISITION OF VEHICLES,
EQUIPMENT AND STEEL BUILDING

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be and is hereby authorized to enter into a lease/purchase agreement with Commerce Bank for the acquisition of vehicles, equipment and a steel building in the amount of \$1,765,784.58.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Compound Period: Annual

Nominal Annual Rate: 2.520%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/4/2019	405,706.81	1		
2 Payment	10/4/2019	85,229.61	5	Annual	10/4/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/4/2019				405,706.81
1	10/4/2019	85,229.61	0.00	85,229.61	320,477.20
2019 Totals		85,229.61	0.00	85,229.61	
2	10/4/2020	85,229.61	8,076.03	77,153.58	243,323.62
2020 Totals		85,229.61	8,076.03	77,153.58	
3	10/4/2021	85,229.61	6,131.76	79,097.85	164,225.77
2021 Totals		85,229.61	6,131.76	79,097.85	
4	10/4/2022	85,229.61	4,138.49	81,091.12	83,134.65
2022 Totals		85,229.61	4,138.49	81,091.12	
5	10/4/2023	85,229.61	2,094.96	83,134.65	0.00
2023 Totals		85,229.61	2,094.96	83,134.65	
Grand Totals		426,148.05	20,441.24	405,706.81	

Last interest amount decreased by 0.03 due to rounding.

New Vector 2100
Flusher / Vacuum Truck

\$385,000.00

\$384,284.81 Standard Warranties*

385,000.00

-384,284.81

\$715.91

Vector 2100 Extended Warranty

2 - yr. \$3,073.00

3 - yr. \$6,678.00

4 - yr. \$10,284.00

5 - yr. \$13,889.00

Freightliner Extended Warranty

5 - yr. \$7,533

* The council inquired about extended warranty. Did we add additional warranty? If so, it would change the pricing.

21,422

1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer
1	Chassis- Mod	Chassis Modifications Charges
1	PAFS370A-E	Supplied Chassis, Single Axle, 2020 Freightliner 114SD SBA, 370 HP, Auto, 46,000 GVWR, GHG

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Rear Door Stripe Color - Blue

(1) WGR-1-PKG Warthog Magnum, 80GPM@2,500PSI

(1) TMHR-1 Top Hole Roller

Total Delivered Price*

Sales price with delivery and training:	\$302,657.26
2020 Freightliner 4x2 SBA 114SD Chassis:	\$96,815.00
Less Sourcewell Member #17912 Discount, Contract #122017-FSC:	(\$15,187.45)
Total:	\$384,284.81

Price includes delivery, on-site operator training, and factory training class admission.

Title, and license are in addition to the unit price.

Price valid until November 30th, 2019.

Payment Terms: NET

***Proposal Notes:**

- Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
- Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order.
- All prices quoted are in US Dollars unless otherwise noted.
- Vactor Extended Warranty (Excludes Wear Items): 2 Year - \$3,073.00, 3 Year - \$6,678.00, 4 Year - \$10,284.00, 5 Year - \$13,889.00
- Freightliner Extended Warranty: 5 Year - Towing \$800.00, Engine \$1,550.00, Aftertreatment \$540.00, Bumper to Bumper (TC4 coverage) \$4065.00, Transmission \$578.00.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

Customer

Coe Equipment, Inc.

Company

Customer Representative

Matt Freeze

Company Representative: David Brockman

Date

September 10th, 2019

Date

Compound Period: Annual

Nominal Annual Rate: 2.520%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/4/2019	65,355.00	1		
2 Payment	10/4/2019	13,729.57	5	Annual	10/4/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/4/2019				65,355.00
1	10/4/2019	13,729.57	0.00	13,729.57	51,625.43
2019 Totals		13,729.57	0.00	13,729.57	
2	10/4/2020	13,729.57	1,300.96	12,428.61	39,196.82
2020 Totals		13,729.57	1,300.96	12,428.61	
3	10/4/2021	13,729.57	987.76	12,741.81	26,455.01
2021 Totals		13,729.57	987.76	12,741.81	
4	10/4/2022	13,729.57	666.67	13,062.90	13,392.11
2022 Totals		13,729.57	666.67	13,062.90	
5	10/4/2023	13,729.57	337.46	13,392.11	0.00
2023 Totals		13,729.57	337.46	13,392.11	
Grand Totals		68,647.85	3,292.85	65,355.00	

Last interest amount decreased by 0.02 due to rounding.



Capitol Chrysler Jeep Dodge

3201 Missouri Boulevard

Jefferson City, MO 65109

573-893-5000

800-700-8267

573-893-8256 FAX

capitolcitycars.com

Quote Dated 8-12-19 For Budget Only Revised on 8-15-19

Agency: City of Arnold

Contact: Tom Passing

Phone Number: 636-262-1730

E-Mail: tpassig@arnoldmo.org

Date of Response: 8- 15 -19

Missouri Dept. of Transportation Bid IFB605CO19001412

Make and Model: 2020 RAM 5500 4X4 Crew Cab (DP0L93)

Item:14 Base Price \$49,355 Includes all standard manufacture items,

Base Price: \$49,355

Additional options to be added to the base price

2. Electric shift transfer case - \$295
3. Manual DPF Regeneration - \$245
4. Transfer case skid plate - \$145
5. Max tow package - \$790
6. Tradesman level one equipment group - \$295
7. Cold weather group - \$175
8. Chrome appearance group - \$495
9. Bright White Paint - \$0
10. All traction tires - \$250

11. Front fog lamps - \$195
12. Black tubular side steps - \$495
13. Rear window defrost - \$160
14. 115- volt auxiliary power outlet - \$150
15. Front and rear rubber floor mats - \$150
16. Tire pressure information system - \$150
17. Park sense rear park assist system - \$295
18. Park view rear back up camera - \$495
19. Delivery - \$150.

Delivery \$150

Net Delivered Price \$54,285

Note: Sixteen to Eighteen Week Delivery ARO

Standard Warranty: 3 Years /36,000 Miles, Power Train 5 Years/100,000 Miles

Thanks for your interest in Capitol Dodge – Jeep – Chrysler - Jeep – Ram

Your friends at Capitol Jerry Dunn and Dave Drane

Word: City of Arnold Budget Bid 5500 Crew Cab 4X4 Revised 8-15-19



Knapheide Truck Equipment
 6603 Business 50 West
 Jefferson City MO 65109
 Phone: 573-893-5200
 Fax: 573-893-5344
 www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00002303

Page 1 of 2

Customer: CITY OF ARNOLD
 ARNOLD MO

Quote Number: GH00002303
Quote Date: 8/14/2019
Quote valid until: 9/13/2019

Contact: TOM PASSIG
 Phone:
 Fax:

By: Prepared ghamilton
Salesperson: DAN RANABARGAR
PO#:

Enduser:

Make: RAM	Model: RAM 5500	Year: 2019	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	RUGB DU-9-4WU	Standard Side 3-4 Yard Eliminator LP Dump Bodies Standard Features and Specifications: Sides double walled: 10 ga. Inner wall and 12 ga. Grade 50 outer wall 10 ga. one piece, seamless, steel floor Fully boxed top rail 3" I-Beam crossmembers on 16" spacing 5" structural channel longitudinal EZ-LATCH™ tailgate / Patented Fully boxed perimeter tailgate w/two vertical braces LED Oval shaped auxiliary stop /turn/tail/reverse light in rear corner posts 6" vertical side braces All appearance corners have radius bends ¼ cab shield w/window 1 ½" diameter top and 1" bottom hinge pins SR 4016 hoist includes subframe – class 40 SR 4020 hoist included subframe – class 40 Operating pressure of 3200 psi. Outside Length 9' 7" Outside Width 96" Side Height 17" Tailgate Height 23" Body Capacity 3.35 yd SR 4016 Hoist Capacity 10.1 T	\$8,286.00	\$8,286.00
1	RUGB 1898596	LED LIGHT KIT	\$0.00	\$0.00
1	RUGB 1901382	RAM WIRING HARNESS ADAPTOR	\$0.00	\$0.00
1	RUGB 1807920	Full Cab Shield, Standard Height	\$154.00	\$154.00
585	OUTS PAINT	PAINTING OF DUMP BODY BLACK OR WHITE EXTRA COST WOULD OCCUR IF PAINTED A METALLIC COLOR OR RED	\$0.00	\$0.00
1	ECCO 510	Alarm: Back-up 97dB 12VDC	\$0.00	\$0.00
2	BOOM SRI2030F1W.1209	1/2"X 20"X 30" MUD FLAP	\$0.00	\$0.00
1	BUYE 400BZ	BRACKET ANTI-SAIL GALV for 20" 5pr/cs)	\$0.00	\$0.00
1	CHAM EMDAKITCOMPLETE	DOUBLE ACTING ELECTRIC POWER UNIT TO OPERATE HOIST ONLY	\$675.00	\$675.00
1	BUYE 1809067	PLATE RECEIVER HITCH DODGE, 2" 07 MODEL CAB AND CHASSIS	\$595.00	\$595.00
1	BUYE RTA252	ADAPTOR 2 5in /2 0in RECEIVER	\$0.00	\$0.00



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QUOTATION

Quote ID: GH00002303

Page 2 of 2

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	TERM TG-6370-010	7 WAY PIGTAIL FOR WIRING C&C FORD CHEVY AND DODGE	\$0.00	\$0.00
1	ACME 46108	7 WAY FORD-GM OEM REPLACEMENT PLUG	\$0.00	\$0.00
4	ALT F0604150	4.4" AMBER/WHITE SURFACE MOUNT LIGHT 2-INSTALLED IN GRILL 2-INSTALLED ON REAR CORNER POST OF DUMP BODY INCLUDES MISC WIRING AND ROCKER SWITCH IF NEEDED	\$87.50	\$350.00
2	JC LABOR	INSTALLATION OF OEM BACK UP CAMERA	\$100.00	\$200.00
			Quote Total:	\$10,260.00
			Discount:	-\$0.00
			Total Due(Sales tax not included):	\$10,260.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:

This Quote is subject to the following terms and conditions:

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	
Date:	
P.O. number:	

Missouri Department of Transportation
 IF6605CO19001412 Medium Duty Vehicles
 Multiple Award

ITEM # 13 - New standard equipped 2019 or Newer Model 15,000 LB. GVWR Crew Cab Chassis Cab with DRW and 60" CA

	CAPACITIES & PRICES	ADDITIONAL INFORMATION
OPTION 11A Mounted 9' platform body meeting Specification E1322	\$2,942.00	Make: KNAFHEIDE Model: PVMXT-93C
OPTION 11B Mounted 9' platform body meeting Specification E1322	\$3,820.00	Make: KNAFHEIDE Model: PGNB-98 GOOSENECK - BULKHEAD INCLUDED
OPTION 11C Mounted 9' platform dump body meeting Specification E1327	\$6,904.00	Make: ALUMILINE Model: E-1320 60" CA DRW 9' - BULKHEAD INCLUDED
OPTION 11D Mounted 9' platform dump body meeting Specification E1327	\$4,945.00	Make: KNAFHEIDE Model: PVMXT-93C WITH HOIST
OPTION 11E Mounted 9' dump body meeting Specification E1333	\$4,987.00	Make: KNAFHEIDE Model: E-1320 60" CA DRW 9' WITH HOIST - BULKHEAD INCLUDED
OPTION 11F Mounted 9' platform dump body meeting Specification E1333	\$7,987.00	Make: RUGBY Model: LP BODY - CAB SHIELD INCLUDED
OPTION 11G Permanently installed	\$11,376.00	Make: RUGBY Model: ELIMINATOR WITH HOIST - CAB SHIELD INCLUDED
OPTION 11H Live hydraulics w/ under	\$995.00	RECTANGULAR STYLE WITH GUSSETS AND WINDOW PLINCH CUTS BHRB4086A - USED ON STEEL PLATFORMS ONLY
OPTION 11I Hydraulic system	\$12,375.00	HYDRAULICS TO OPERATE HOIST, FLOW AND SPREADER FUNCTIONS - ELECTRONIC CONTROLS
OPTION 11J Provide hydraulics and	\$11,955.00	HYDRAULICS TO OPERATE HOIST, FLOW AND SPREADER FUNCTIONS - CABLE CONTROLS
OPTION 11K Mounted standard utility	\$9,749.00	12 VOLT DC ELECTRIC OVER HYDRAULIC POWER UNIT
OPTION 11L Mounted standard utility	\$7,614.00	Make: KNAFHEIDE Model: #108D54-2
OPTION 11M C-Track 8 drawer unit	\$12,796.00	Make: KNAFHEIDE Model: A0110D54-2
OPTION 11N C-Track 2 drawer unit	\$1,438.00	Make: CTEC Model: #20192514 (3)" ; (2)" ; (1)" DRAWERS FOR FRONT COMPARTMENT <u>STEEL BED ONLY</u> - SPECIFY PASSENGER/DRIVER SIDE AT ORDER Make: CTEC Model: #12012510 (3)" ; (2)" ; (1)" DRAWERS FOR FRONT COMPARTMENT <u>ALUMINUM BED ONLY</u> - SPECIFY PASSENGER/DRIVER SIDE AT ORDER
OPTION 11O Flip top for Utility Body	\$798.00	Make: CTEC Model: #20192530 (2)" 3" DRAWERS FOR HORIZONTAL COMPARTMENT <u>STEEL BED ONLY</u> - SPECIFY PASSENGER/DRIVER SIDE AT ORDER Make: CTEC Model: #20192530 (2)" 3" DRAWERS FOR HORIZONTAL COMPARTMENT <u>ALUMINUM BED ONLY</u> - SPECIFY PASSENGER/DRIVER SIDE AT ORDER
OPTION 11P Double bottle gas drop well and	\$895.00	COST PER SIDE - DOUBLE COST FOR BOTH SIDES - PRICE GOOD FOR BOTH STEEL AND ALUMINUM BEDS - SPECIFY PASSENGER/DRIVER SIDE AT ORDER
OPTION 11Q High panel extension cover	\$760.00	DOUBLE GAS BOTTLE DROP WELL IN FRONT VERTICAL COMPARTMENT - SPECIFY PASSENGER/DRIVER SIDE AT ORDER - STEEL BED ONLY
OPTION 11R Tapered steel telescopic sliding roof and end gate	\$4,805.00	CANOPY ROOF STYLE EXTENSION COVER WITH REAR LOCKING DOORS - MIN 48" INTERIOR CLEARANCE - FACTORY INSTALLED - STEEL BED ONLY
OPTION 11S Rains Vents	\$2,845.00	3-PIECE TELESCOPIC SLIDING ROOF TO PROTECT CARGO AREA - FACTORY INSTALLED - STEEL BED ONLY
OPTION 11T Crane mount	\$690.00	35" CLEARANCE FOR RAISED TSR - FACTORY INSTALLED - STEEL BED ONLY
OPTION 11U Commercial grade spray on	\$1,074.00	CRANE MOUNT FOR REAR COMPARTMENT - 3500 LBS CAPACITY CRANE - SPECIFY PASSENGER/DRIVER SIDE AT TIME OF ORDER - SPECIFY CRANE MAKE AND MODEL AT TIME OF ORDER - STEEL BEDS ONLY
OPTION 11V Receiver Hitch	\$748.00	FOR 106" SERVICE BODY TO INCLUDE FLOOR, CARGO SIDES, CARGO BULKHEAD, BACK OF TAILGATE
OPTION 11W Flat Color Highmax Yellow	\$748.00	FOR ALL SERVICE BODIES - CLASS V RECEIVER HITCH WITH 2" REDUCER & 5/8" PULL PIN & OEM 7-WIRE PLUG & ELECTRIC BRAKE CONTROL
	\$810.00	FOR ALL PLATFORMS & DUMP BODIES - CLASS V RECEIVER HITCH WITH 2" REDUCER & 5/8" PULL PIN & OEM 7-WIRE PLUG & ELECTRIC BRAKE CONTROL
	\$1,656.00	FOR 106" SERVICE BODY

→ \$810 For Hitch + Brake Controller
 (-215) For Hitch only if truck comes w/ Brake Controller

Compound Period: Annual

Nominal Annual Rate: 2.760%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/4/2019	972,511.22	1		
2 Payment	10/4/2019	109,591.27	10	Annual	10/4/2028

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/4/2019				972,511.22
1	10/4/2019	109,591.27	0.00	109,591.27	862,919.95
2019 Totals		109,591.27	0.00	109,591.27	
2	10/4/2020	109,591.27	23,816.59	85,774.68	777,145.27
2020 Totals		109,591.27	23,816.59	85,774.68	
3	10/4/2021	109,591.27	21,449.21	88,142.06	689,003.21
2021 Totals		109,591.27	21,449.21	88,142.06	
4	10/4/2022	109,591.27	19,016.49	90,574.78	598,428.43
2022 Totals		109,591.27	19,016.49	90,574.78	
5	10/4/2023	109,591.27	16,516.62	93,074.65	505,353.78
2023 Totals		109,591.27	16,516.62	93,074.65	
6	10/4/2024	109,591.27	13,947.76	95,643.51	409,710.27
2024 Totals		109,591.27	13,947.76	95,643.51	
7	10/4/2025	109,591.27	11,308.00	98,283.27	311,427.00
2025 Totals		109,591.27	11,308.00	98,283.27	
8	10/4/2026	109,591.27	8,595.39	100,995.88	210,431.12
2026 Totals		109,591.27	8,595.39	100,995.88	
9	10/4/2027	109,591.27	5,807.90	103,783.37	106,647.75
2027 Totals		109,591.27	5,807.90	103,783.37	
10	10/4/2028	109,591.27	2,943.52	106,647.75	0.00
2028 Totals		109,591.27	2,943.52	106,647.75	
Grand Totals		1,095,912.70	123,401.48	972,511.22	

Last interest amount increased by 0.04 due to rounding.



Architecture
Civil Engineering
Land Surveying
Site Development

530A East Independence Drive
Union, Missouri 63084
Telephone: 636-584-0540
Fax: 636-584-0512
E-Mail: mail@cochrang.com

PROBABLE COST ESTIMATE - STREET DEPARTMENT BUILDING

City of Arnold

August 13, 2019

Project #19-7820

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
Building Demolition	1	LS	\$10,000.00	\$10,000.00
Site Demolition	1	LS	\$5,000.00	\$5,000.00
Cap. Water and Sewer Lines	1	LS	\$2,000.00	\$2,000.00
4" Concrete Floor Slab	988	SF	\$5.50	\$5,434.00
Trench Footing	264	LF	\$50.00	\$13,200.00
6" Concrete Floor Slab	3,332	SF	\$7.50	\$24,990.00
2x6 Stud Wall with Purlins One Side	138	LF	\$60.00	\$8,280.00
2x4 Stud Wall	45	LF	\$40.00	\$1,800.00
6x6 Treated Wood Post with Footing	26	EA	\$225.00	\$5,850.00
Purlin Wall Framing	264	LF	\$7.00	\$1,848.00
Wood Truss Wood System	4,320	SF	\$7.00	\$30,240.00
Prefinished Metal Wall Panel (with Trim)	4,072	SF	\$4.00	\$16,288.00
Prefinished Screw Down Metal Roof	4,672	SF	\$4.00	\$18,688.00
Wall Insulation (Finished End)	3,700	SF	\$1.75	\$6,475.00
Ceiling Insulation	5,000	SF	\$2.00	\$10,000.00
Windows	1	EA	\$250.00	\$250.00
Hollow Metal Exterior Doors	2	EA	\$1,500.00	\$3,000.00
Interior Doors	5	EA	\$800.00	\$4,000.00
Overhead Doors 12'x12'	3	EA	\$2,500.00	\$7,500.00
Overhead Doors 8'x7'	1	EA	\$1,800.00	\$1,800.00
Interior Metal Wall Panel	882	SF	\$1.50	\$1,323.00
Gypsum Board Wall	2331	SF	\$1.25	\$2,913.75
Acoustical Tile Ceiling	896	SF	\$4.00	\$3,584.00
Painting	1,556	SF	\$1.50	\$2,334.00
Toilet	3	EA	\$750.00	\$2,250.00
Mirror	2	EA	\$150.00	\$300.00
Hand Sink	2	EA	\$800.00	\$1,600.00
Grab Bars	2	LS	\$1,500.00	\$3,000.00
Toilet Partition	1	LS	\$5,000.00	\$5,000.00
Toilet Paper Dispenser	2	EA	\$50.00	\$100.00
Mop Sink	1	EA	\$1,500.00	\$1,500.00
Water Heater	1	EA	\$850.00	\$850.00
Floor Drains	3	EA	\$100.00	\$300.00
Shower	3	EA	\$1,750.00	\$5,250.00
Wash Basin	1	EA	\$1,500.00	\$1,500.00
Hose Bibb	1	EA	\$250.00	\$250.00
Interior Lighting (Warehouse)	34	EA	\$150.00	\$5,100.00
Interior Lighting (Finished Area)	11	EA	\$200.00	\$2,200.00
Exterior Lighting	4	EA	\$350.00	\$1,400.00
Panel Board	1	LS	\$4,000.00	\$4,000.00
Meter Socket	1	EA	\$700.00	\$700.00
Outlets (Includes Exterior)	29	EA	\$60.00	\$1,740.00
Switches	10	EA	\$75.00	\$750.00
Drinking Fountain	1	EA	\$1,000.00	\$1,000.00
Tap Fee	1	LS	\$1,100.00	\$1,100.00
Water Service (1" Copper)	100	LF	\$35.00	\$3,500.00
Sewer Service (4" PVC)	100	LF	\$20.00	\$2,000.00
Fabric Awning	2	EA	\$300.00	\$600.00
Gutter/Downspout	1	LS	\$2,000.00	\$2,000.00
Exit Lights	2	EA	\$3,000.00	\$6,000.00
HVAC	4,320	SF	\$9.00	\$38,880.00
Set Pole and Relocate Service	1	LS	\$5,000.00	\$5,000.00
Junction Box for Service	1	LS	\$500.00	\$500.00
Trenching	60	LF	\$15.00	\$900.00
Pull Box	1	LS	\$500.00	\$500.00
Electric Service Cable	280	LF	\$65.00	\$18,200.00
Connect New Electric Service	2	EA	\$1,500.00	\$3,000.00
Disconnect Old Electric	1	LS	\$1,000.00	\$1,000.00
Relocate Generator	1	LS	\$2,000.00	\$2,000.00
Subtotal				\$310,767.75
General Contractor/Overhead/Profit/Prevailing Wage			35%	\$108,768.71
Design/Bid Administration/Construction Administration/Construction Testing & Inspection			12%	\$50,344.38
Grand Total				\$469,880.84

* Unknown cost is to have Ameren set a new pole and relocate power cables from old building to new pole. Cost is assumed.



Architecture
Civil Engineering
Land Surveying
Site Development

530A East Independence Drive
Union, Missouri 63084
Telephone: 636-584-0540
Fax: 636-584-0512
E-Mail: mail@cochraneng.com

PROBABLE COST ESTIMATE - PARKS AND RECREATION WAREHOUSE

City of Arnold

August 13, 2019

Project #19-7820

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
Building Demolition	1	LS	\$15,000.00	\$15,000.00
Concrete Stem Wall Foundation	176	LF	\$72.00	\$12,672.00
4" Concrete Floor Slab	1,920	SF	\$5.50	\$10,560.00
6" Concrete Floor Slab with Turn Down	6,279	SF	\$7.50	\$47,092.50
2x4 Stud Wall Exterior	136	LF	\$40.00	\$5,440.00
2x4 Stud Wall Interior	67	LF	\$25.00	\$1,675.00
2x6 Stud Wall	40	LF	\$60.00	\$2,400.00
6x6 Treated Wood Post with Footing	48	EA	\$225.00	\$10,800.00
Purlin Wall Framing	404	LF	\$7.00	\$2,828.00
Wood Truss Roof System (Finished End)	1920	SF	\$7.00	\$13,440.00
Wood Truss Roof System (Warehouse)	6279	SF	\$4.00	\$25,116.00
Prefinished Metal Wall Panel (with Trim)	6164	SF	\$4.00	\$24,656.00
Prefinished Screw Down Metal Roof	9288	SF	\$4.00	\$37,152.00
Wall Insulation (Finished End)	1,584	SF	\$1.75	\$2,772.00
Ceiling Insulation (Finished End)	1920	SF	\$2.00	\$3,840.00
Windows	2	EA	\$250.00	\$500.00
Hollow Metal Exterior Doors	6	EA	\$1,500.00	\$9,000.00
Interior Doors	2	EA	\$800.00	\$1,600.00
Overhead Doors 12x12'	7	EA	\$1,800.00	\$12,600.00
Overhead Doors 10'x7'	2	EA	\$1,000.00	\$2,000.00
Interior Metal Wall Panel	1120	SF	\$1.50	\$1,680.00
Gypsum Board Wall	2,496	SF	\$1.25	\$3,120.00
Gypsum Board Ceiling	1,920	SF	\$1.75	\$3,360.00
Painting	4,416	SF	\$1.50	\$6,624.00
Toilet	2	EA	\$1,200.00	\$2,400.00
Toilet Paper Dispenser	2	EA	\$50.00	\$100.00
Grab Bars	2	LS	\$1,500.00	\$3,000.00
Attic Access	1	EA	\$300.00	\$300.00
Mirror	2	EA	\$150.00	\$300.00
Hand Sink	2	EA	\$800.00	\$1,600.00
Water Heater	1	EA	\$850.00	\$850.00
Floor Drains	2	EA	\$300.00	\$600.00
Hose Bibb	1	EA	\$250.00	\$250.00
Interior Lighting (Warehouse)	62	EA	\$150.00	\$9,300.00
Interior Lighting (Finished Area)	22	EA	\$200.00	\$4,400.00
Exterior Lighting	9	EA	\$350.00	\$3,150.00
Panel Board	1	LS	\$4,000.00	\$4,000.00
Meter Socket	1	EA	\$700.00	\$700.00
Outlets (Includes Exterior)	40	EA	\$80.00	\$3,200.00
Switches	15	EA	\$75.00	\$1,125.00
Water Service	250	LF	\$35.00	\$8,750.00
Sewer Service	175	LF	\$25.00	\$4,375.00
Gutter/Downspout	1	LS	\$3,500.00	\$3,500.00
Exit Lights	6	EA	\$300.00	\$1,800.00
HVAC	1,920	SF	\$10.00	\$19,200.00
Electric Service	1	LS	\$2,500.00	\$2,500.00
Tap Fee	1	EA	\$1,100.00	\$1,100.00
Subtotal				\$332,427.50
General Contractor/Overhead/Profit/Prevailing Wage			35%	\$116,349.63
Design/Bid Administration/Construction Administration/Construction Testing & Inspection			12%	\$53,853.26
Grand Total				\$502,630.38



Sent via Email: Frank.Hill@CommerceBank.com

September 25, 2019

Jeanette Yount, A/P Specialist
City of Arnold
2101 Jeffco Boulevard
Arnold, Missouri 63010

Re: Financing for Two (2) NEW Steel Buildings, engineering and materials.

Dear Jeanette:

Please find the enclosed documentation for your review and completion. An instruction sheet has been included as a guide to assist you with the process. Once you have completed and returned the required documentation to Clayton Holdings, LLC the transaction can be funded. The documentation has been filled out according to the terms and amount shown on the formal proposal. If you have questions or comments, please call.

Clayton Holdings, LLC is listed as Lessor in this State and Municipal Lease/Purchase Agreement. **For your convenience, we have listed the documentation that we require before closing:**

- The Lease WITH ALL SCHEDULES EXECUTED CORRECTLY*
 - 8038-G IRS Form & Questionnaire*
 - The Escrow Agreement*
 - Initial Payment of \$109,591.27 payable to Clayton Holdings, LLC*
-

If you have any questions regarding the above documentation, please feel free to contact me.

Sincerely,

Alice Scherder
Municipal Documentation Administrator
Alice.Scherder@commercebank.com
314-746-3752

Documentation Instructions

Please complete using **BLUE INK** and return all original documents via **FedEx or Certified Mail** to:
Clayton Holdings, LLC c/o Alice Scherder
8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105
Call 314-746-3752 with any questions during completion

State and Municipal Lease/ Purchase Agreement

- An individual that is authorized by the Lessee should sign and date in the space where indicated.
- The signed lease should be dated by Lessee with a date that is on or after meeting date of approved ordinance/resolution.
- Review and verify the EIN number.

Schedule A – Description of the Equipment

- Add VINs and/or SNs, if applicable.
- Authorized individual should review location and description of equipment and sign and date the form where indicated.

Schedule B - Delivery and Acceptance Certificate

- Authorized individual should review and/or complete Payment Directions and sign and date the form where indicated.

Schedule C – Amortization/Payment Schedule

- Authorized individual should sign and date the form where indicated.

Schedule D – Opinion of Counsel

- The attached is a "Draft" form of the Opinion. This should be provided to your counsel along with a copy of the lease.
- Your Counsel should provide an original of this Opinion on their letterhead, signed and dated.
- The Date of the Opinion should be on or after the date the lease is signed by the Lessee.
- The subject line date reference should be the same date the lease was entered into as stated on page one of the Lease/Purchase Agreement.

Schedule E-1 – Resolution

- The Resolution should be signed by the authorized signatory.
- Secretary or Clerk of the Board should attest and sign where indicated.

Schedule E-2 – Incumbency and Authorization Certificate

- The Secretary or Clerk of the Board should complete the blank lines in the first paragraph and attest at the bottom of the form.
- In **Section A**, review and confirm authorized signers. This should include any persons who will be signing forms, including payment request forms for the Escrow account.
- Authorized signers should sign in the signatory column in **Section A**.
- In **Section B**, list all individuals authorized to confirm disbursement information. Include name, title, phone number and alternative phone number.
- Signer of this Certificate cannot be listed under **Section A** as authorized to execute the Agreements.

Schedule F – Essential Use/Source of Funds Letter

- Complete all blank lines in entirety.
- Authorized individual should sign and date the form where indicated.

Schedule G – Proof of Insurance

- Complete all blank lines of the insurance agent information.
- Authorized individual should sign and date the form where indicated.
- Contact your insurance provider for a certificate of insurance in accordance with Section of the Lease and naming *Clayton Holdings, LLC* as both co-loss payee and additional insured under the property damage, and as additional insured under the general liability policy
- Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Schedule H – Authorization for Preauthorized Payments (if utilizing this free service)

- Complete all blanks on the form.
- Include a voided check or deposit slip.
- Authorized individual should sign and date the form where indicated.

8038-G IRS Form and Questionnaire

- Verify Lessee's Federal Identification number in Part 1, box 2 of the 8038G form.
- Sign, date and type the name of the individual signing this document, unless already completed.
- Verify information on Questionnaire, review instructions, and sign and date where indicated.

Escrow Agreement

- Authorized individual should sign where indicated.

Escrow Agreement – Exhibit B – Form of Payment Request and Acceptance Certificate

- Exhibit B*** should be kept. Authorized individual should complete blank lines, sign, date and submit this form *when requesting disbursements* from the Escrow account.

Escrow Agreement – Exhibit C – Final Acceptance Certificate

- Exhibit C*** should be kept. Authorized individual should date, sign where indicated and submit this form *with the final disbursement request* of the remaining funds from the Escrow account.



CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000107-003

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the Twenty-Fifth day of September, 2019 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and City of Arnold with its principal address at 2101 Jeffco Boulevard, Arnold, Missouri 63010 (together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

- 1. LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
- 2. DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B or C, as applicable, to the Escrow Agreement (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available.
- 3. TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.
- 4. RENT:** Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

- 5. AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this

Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

- 6. REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee further represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
 - (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the effective date of this Lease.
 - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
 - (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
 - (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.
- 7. APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
- 8. NONAPPROPRIATION OF FUNDS:** In the event insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.
- 9. EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE

EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. **TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.
11. **PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less

than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

- 17. INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
- 18. ADVANCES:** In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.
- 19. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 20. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.
- 21. REMEDIES:** Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 22. EARLY PURCHASE OPTION; PREPAYMENT:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

- 23. DETERMINATION OF FAIR PURCHASE PRICE:** Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.
- 24. ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

- 25. FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.
- 26. NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.
- 27. AMENDMENTS:** This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.
- 28. NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.
- 29. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- 30. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.
- 31. FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

- 32. **ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
- 33. **SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
- 34. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
- 35. **ELECTRONIC TRANSACTIONS.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
- 36. **ROLE OF LESSOR:** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

<p><i>Lessor: <u>Clayton Holdings, LLC</u></i></p> <p><i>Authorized Signature:</i></p> <p>_____</p> <p><i>Printed Name:</i> _____</p> <p><i>Title: <u>Officer</u></i></p> <p><i>Date:</i> _____</p>	<p><i>Lessee: <u>City of Arnold</u></i></p> <p><i>Authorized Signature:</i></p> <p>_____</p> <p><i>Printed Name: <u>Ron Counts</u></i></p> <p><i>Title: <u>Mayor</u></i></p> <p><i>Date:</i> _____</p> <p><i>EIN: <u>43-0993674</u></i></p>
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**SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000107-003**

Location of Equipment	
Street: 2101 Jeffco Boulevard City: Arnold State: MO Zip Code: 63010	
Description of Equipment	Equipment Cost
Two (2) NEW Steel Buildings, engineering and materials	\$972,511.22
Total	\$972,511.22

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p><i>Lessee:</i> <u>City of Arnold</u></p> <p><i>Authorized Signature:</i> _____</p> <p><i>Printed Name:</i> <u>Ron Counts</u></p> <p><i>Title:</i> <u>Mayor</u></p> <p><i>Date:</i> _____</p>

**SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000107-003
DELIVERY AND ACCEPTANCE CERTIFICATE**

See Exhibits B and C to the Escrow Agreement.

**SCHEDULE C
PAYMENT SCHEDULE**

Lessee: City of Arnold
 Lessor: Clayton Holdings, LLC
 Lease Number: 5000107-003
 Capital Cost of Equipment (Principal Portion of Rental Payments): \$972,511.22
 Nominal Interest Rate: 2.76%
 Start Date: October 4, 2019

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
10/4/2019	\$109,591.27	\$0.00	\$109,591.27	\$862,919.95
10/4/2020	\$109,591.27	\$23,816.59	\$85,774.68	\$777,145.27
10/4/2021	\$109,591.27	\$21,449.21	\$88,142.06	\$689,003.21
10/4/2022	\$109,591.27	\$19,016.49	\$90,574.78	\$598,428.43
10/4/2023	\$109,591.27	\$16,516.62	\$93,074.65	\$505,353.78
10/4/2024	\$109,591.27	\$13,947.76	\$95,643.51	\$409,710.27
10/4/2025	\$109,591.27	\$11,308.00	\$98,283.27	\$311,427.00
10/4/2026	\$109,591.27	\$8,595.39	\$100,995.88	\$210,431.12
10/4/2027	\$109,591.27	\$5,807.90	\$103,783.37	\$106,647.75
10/4/2028	<u>\$109,591.27</u>	<u>\$2,943.52</u>	<u>\$106,647.75</u>	\$0.00
TOTALS:	\$1,095,912.70	\$123,401.48	\$972,511.22	

In the event Lessee desires to prepay this Lease, it may do so in whole, but not in part, at a purchase price equal to (a) the then current outstanding principal balance shown above; plus (b) a prepayment premium calculated as a percentage of the then current outstanding principal balance, in the following amount: 3%, with respect to any prepayment during the first full year of the Lease Term; 2%, with respect to any prepayment during the second full year of the Lease Term; and 1%, with respect to any prepayment during the third full year of the Lease Term and thereafter; plus (c) unpaid interest accrued on the outstanding principal balance to the prepayment date; and plus (d) all other amounts then payable under this Lease. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

Lessee: City of Arnold

Authorized Signature: _____

Printed Name: Ron Counts

Title: Mayor

Date: _____

**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

(date)

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000107-003 dated the Twenty-Fifth day of September, 2019 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and the City of Arnold ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinion:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.

3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as **City of Arnold** is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E-1 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000107-003**

WHEREAS, City of Arnold (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

WHEREAS, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF CITY OF ARNOLD, AS FOLLOWS:

Section 1. The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Mayor of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

Section 3. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Section 4. Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND ADOPTED by the governing body of City of Arnold this ___ day of _____, 20__.

ATTEST: _____ City of Arnold

By: _____ By: _____

Printed Name: _____ Printed Name: Ron Counts

Title: _____ Title: Mayor

**SCHEDULE E-2 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000107-003**

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ of City of Arnold ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of September 25, 2019, by and between Lessee and Clayton Holdings, LLC ("Lessor"), the Escrow Agreement dated as of September 25, 2019 among Lessor, Lessee and The Commerce Trust Company, as Escrow Agent (the "Escrow Agreement"), and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature
Ron Counts	Mayor	
Bryan Richison	City Administrator	
Dan Kroupa	Treasurer	

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number
Ron Counts	Mayor	
Bryan Richison	City Administrator	
Dan Kroupa	Treasurer	

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)

**SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000107-003**

ESSENTIAL USE/SOURCE OF FUNDS LETTER

September 25, 2019

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000107-003, dated the Twenty-Fifth day of September, 2019 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and City of Arnold ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

Lessee: City of Arnold

Authorized Signature: _____

Printed Name: Ron Counts

Title: Mayor

Date: _____

**SCHEDULE G
PROOF OF INSURANCE**

Insurance Agent Name: _____

Agency Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: City of Arnold _____

Authorized Signature: _____

Printed Name: Ron Counts _____

Title: Mayor _____

Date: _____



SCHEDULE H

ACH Payment Authorization Form

Lease No. / Loan No: 5000107-003

Lessee / Borrower: City of Arnold

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name:

Address:

ABA Routing No.:

Account No.: (X) Checking () Savings

This is a (X) New or () Updated authorization form.
Annual Debit Amount(s): In Accordance with Schedule C
Begin Auto Debit with Invoice Date Due: In Accordance with Schedule C

The final or balloon payment, if different from the Annual payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X Borrower / Lessee Signature X Date

Note that there is NO charge for this service. Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:

COMMERCE BANK
P.O. Box 11309
Clayton, MO 63105 or LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

Information Return for Tax-Exempt Governmental Bonds

Department of the Treasury
Internal Revenue Service

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Arnold		2 Issuer's employer identification number (EIN) 43-0993674	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 2101 Jeffco Boulevard	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Arnold, Missouri 63010		7 Date of issue 10/04/2019	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Jeanette Yount, A/P Specialist		10b Telephone number of officer or other employee shown on 10a (636) 282-6663	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ Two (2) NEW Steel Buildings, engineering and materials	18	972,511.22
19a If bonds are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>		
b If bonds are BANs, check only box 19b ▶ <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box ▶ <input checked="" type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/04/2028	\$ 972,511.22	\$ N/A	9.00 years	2.7600 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35** _____
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a** _____
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37** _____
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____ Date _____	Ron Counts, Mayor Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name Thomas Hotard	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN P01980904
	Firm's name ▶ Thomas Hotard			Firm's EIN ▶	
	Firm's address ▶ 8000 Forsyth Blvd, Suite 510, St. Louis, MO 63105			Phone no. (314) 746-3876	

8038-G QUESTIONNAIRE

Name of Lessee: City of Arnold
 Address of Lessee: 2101 Jeffco Boulevard, Arnold, Missouri 63010
 Contact Person: Jeanette Yount, A/P Specialist
 Telephone Number: (636) 282-6663
 Email Address: jyount@arnoldmo.org
 Lessee's FEIN: 43-0993674

GENERAL

In September 2018, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes ___ No ___**
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes ___ No ___**

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes ___ No ___**

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$_____

BY: _____

NAME: Ron Counts

TITLE: Mayor

DATE: _____

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the Twenty-Fifth day of September, 2019 and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), **City of Arnold** a municipal corporation and political subdivision existing under the laws of Missouri ("Lessee"), and **The Commerce Trust Company**, a Missouri banking corporation, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "City of Arnold Acquisition Fund Sch. 003"

Amount of Deposit into the Acquisition Fund: \$972,511.22

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the State and Municipal Lease/Purchase Agreement dated as of the Twenty-Fifth day of September, 2019, (the "Lease"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Qualified Investments described in 6(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Qualified Investments described in 6(vi) below will be subject to an annualized sweep fee charged monthly to the earnings on monies invested.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such

collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor be paid. In making any disbursement pursuant to this **Section 7**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$0.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessor of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessor and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or the Escrow Agent shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

18. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Clayton Holdings, LLC
LESSOR

By: _____

Title: *Officer* _____

City of Arnold
LESSEE

By: _____

Printed Name: *Ron Counts* _____

Title: *Mayor* _____

The Commerce Trust Company
ESCROW AGENT

By: _____

Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Commerce Trust Company, as Escrow Agent and Clayton Holdings, LLC, as Lessor
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

Re: City of Arnold Acquisition Fund Sch. 003 Acquisition Fund established by the Escrow Agreement, dated September 25, 2019 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), City of Arnold ("Lessee") and The Commerce Trust Company, as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the Twenty-Fifth day of September, 2019 (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED:

Dated: _____, 20__

Clayton Holdings, LLC
LESSOR

City of Arnold
LESSEE

By: _____

By: _____

Title: _____

Printed Name: _____

Title: _____

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

City of Arnold
LESSEE

By: _____

Printed Name: Ron Counts
Title: Mayor

 Clayton Holdings, LLC

8000 Forsyth Boulevard, Suite 510
Saint Louis, Missouri 63105-1797

Invoice Date: 9/26/2019
Invoice Number: CHOL1110
Due Date: 10/04/2019

INVOICE TO: City of Arnold
2101 Jeffco Boulevard
Arnold, Missouri 63010

REMIT via Clayton Holdings, LLC
CHECK TO: PO Box 800086
Kansas City, MO 64180-0086

ATTENTION: Jeanette Yount, A/P Specialist

Reference:	First Payment for Lease Agreement 5000107-003	\$109,591.27
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Invoice Subtotal	\$109,591.27
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Total	\$109,591.27
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For Questions Concerning This Invoice Please Call 314-746-3752

**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

(date)

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000107-003 dated the Twenty-Fifth day of September, 2019 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and the City of Arnold ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinion:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as **City of Arnold** is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

Compound Period: Annual

Nominal Annual Rate: 2.520%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/4/2019	22,263.00	1		
2 Payment	10/4/2019	4,676.94	5	Annual	10/4/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/4/2019				22,263.00
1	10/4/2019	4,676.94	0.00	4,676.94	17,586.06
2019 Totals		4,676.94	0.00	4,676.94	
2	10/4/2020	4,676.94	443.17	4,233.77	13,352.29
2020 Totals		4,676.94	443.17	4,233.77	
3	10/4/2021	4,676.94	336.48	4,340.46	9,011.83
2021 Totals		4,676.94	336.48	4,340.46	
4	10/4/2022	4,676.94	227.10	4,449.84	4,561.99
2022 Totals		4,676.94	227.10	4,449.84	
5	10/4/2023	4,676.94	114.95	4,561.99	0.00
2023 Totals		4,676.94	114.95	4,561.99	
Grand Totals		23,384.70	1,121.70	22,263.00	

Last interest amount decreased by 0.01 due to rounding.

**SPORT UTILITY VEHICLES AND CROSSOVERS – 2019 MODEL YEAR
(Statewide)**

Contract Number: CC190675004

Contractor: Don Brown Chevrolet

Line Item 42 – Small / Mid-Size Crossover Vehicle; AWD; 4-Cylinder

UNSPSC Code: 25101503

MAKE/MODEL: Chevrolet Equinox AWD

PRICE:

\$22,143.00

roll-over extension until 12/31/19

THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER

EQUIPMENT INCLUDED IN PRICE

1.5 Liter Turbo 4 Cylinder Engine	107.3" Wheelbase
183.1" Overall Length	All Wheel Drive
6 Speed Automatic Transmission	4630 GVWR
Power Steering	P225/65R17 All Season Tires plus compact spare, tire tools & jack
Manufacturer's Standard Cloth Front Bucket Seats	Manufacturer's Standard Rear Split Folding Seat
Manufacturer's Standard Air Bags	Manufacturer's Standard Heating and Air Conditioning
Two (2) Sets of Keys or Key FOBS	7" MyLink Bluetooth – Apple Car Play Radio
Power Windows, Door Locks & Exterior Mirrors	Manufacturer's Standard Floor Mats (front & rear)
Speed Control and Tilt Wheel	Daytime Running Lamps
4 Wheel Anti-Lock Brakes	Electric Rear Window Defroster
Remote Keyless Entry with Two (2) Transmitters	6.9" Ground Clearance
1165 Payload	USB Port
Full Floor Console	Keyless Open
Keyless Start	

Available Exterior Colors: Storm Blue, Sandy Ridge Metallic, Nightfall Gray, Silver Ice Metallic, Summit White, Mosaic Black

Available Interior Colors: Medium Ash Gray

Manufacturer's Estimated Fuel Mileage: City – 26 Fuel Tank Size: 15.6 gallons
Highway – 32
Combined – 28

AVAILABLE OPTIONS

Line Item 44 – 3rd Set of Keys or Key FOBS
with remote keyless entry transmitter

\$120.00

Line Item 46 – Blind Spot Warning Feature

\$2,397.00

Part of an Option Package – options include the following:
2FL Package – 8 Way Power Seat, Rear Park Assist, Rear Cross Traffic Alert, Lane Change Alert, Blindside Zone Alert, Remote Start, Heated Seats, Power Liftgate

Line Item 49 – Privacy Glass

\$270.00

Line Item 50 – Front Wheel Drive (FWD) Drivetrain

\$1493.00 (deduct)

PROPANE AND/OR CNG PREP PACKAGE AVAILABLE? NO

DELIVERY: 80 days ARO – Subject to Delays

WARRANTY: 3 year (36,000 miles) bumper to bumper; 5 year (100,000 miles) on the power train.

22,263

Compound Period: Annual

Nominal Annual Rate: 2.520%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/4/2019	11,839.00	1		
2 Payment	10/4/2019	2,487.10	5	Annual	10/4/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/4/2019				11,839.00
1	10/4/2019	2,487.10	0.00	2,487.10	9,351.90
2019 Totals		2,487.10	0.00	2,487.10	
2	10/4/2020	2,487.10	235.67	2,251.43	7,100.47
2020 Totals		2,487.10	235.67	2,251.43	
3	10/4/2021	2,487.10	178.93	2,308.17	4,792.30
2021 Totals		2,487.10	178.93	2,308.17	
4	10/4/2022	2,487.10	120.77	2,366.33	2,425.97
2022 Totals		2,487.10	120.77	2,366.33	
5	10/4/2023	2,487.10	61.13	2,425.97	0.00
2023 Totals		2,487.10	61.13	2,425.97	
Grand Totals		12,435.50	596.50	11,839.00	

Q U O T A T I O N

LAWN CARE EQUIPMENT CO.
8925 WATSON ROAD
WEBSTER GROVES, MO 63119
Phone #: (314)961-5700
Fax #: (314)961-5770

PHONE #:
CELL #: (636)215-5865
ALT. #:
P.O.#:
TERMS: Net 10
SALES TYPE: Quote

DATE: 9/18/2019
ORDER #: 1311232
CUSTOMER #: 47748
CP: Pat T
LOCATION: 2
STATUS: Active

BILL TO 47748
CITY OF ARNOLD
2101 JEFFCO BLVD.
ARNOLD, MO 63010 US

SHIP TO
CITY OF ARNOLD
2101 JEFFCO BLVD.
ARNOLD, MO 63010 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZX921GKA72600	LAZER Z X-SERIES KAW FX921V V-TWIN W/ 72" ULTRACUT DECK SERI BID PRICING	1	\$14,799.00	\$11,839.00	\$11,839.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	\$11,839.00
TAX:	\$0.00
ORDER TOTAL:	\$11,839.00

Authorized By: _____

Compound Period: Annual

Nominal Annual Rate: 2.520%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/4/2019	288,109.55	1		
2 Payment	10/4/2019	60,525.15	5	Annual	10/4/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/4/2019				288,109.55
1	10/4/2019	60,525.15	0.00	60,525.15	227,584.40
2019 Totals		60,525.15	0.00	60,525.15	
2	10/4/2020	60,525.15	5,735.13	54,790.02	172,794.38
2020 Totals		60,525.15	5,735.13	54,790.02	
3	10/4/2021	60,525.15	4,354.42	56,170.73	116,623.65
2021 Totals		60,525.15	4,354.42	56,170.73	
4	10/4/2022	60,525.15	2,938.92	57,586.23	59,037.42
2022 Totals		60,525.15	2,938.92	57,586.23	
5	10/4/2023	60,525.15	1,487.73	59,037.42	0.00
2023 Totals		60,525.15	1,487.73	59,037.42	
Grand Totals		302,625.75	14,516.20	288,109.55	

Last interest amount decreased by 0.01 due to rounding.



314-772-1400
2244 SOUTH KINGS HIGHWAY
St. Louis, MO 63110

SOLD TO CITY OF ARNOLD

ADDRESS 2101 JEFFCO BLVD ARNOLD, MO 63010
(636)296-2222 (636)296-2222

DATE	SALESMAN #	INVOICE NO.	STOCK NO.
08/30/19	11	56952	20T0025

DESCRIPTION	SALE
-------------	------

	36,126.50
SALES TAX	N/A

P R I C E O F C A R		N/A
		N/A
		N/A
		N/A
		N/A
		N/A

	20T0025
SERVICE CONTRACT	N/A
TITLE FEE	N/A

TOTAL CASH PRICE	36,126.50
-------------------------	-----------

FINANCING	N/A
INSURANCE	N/A

TOTAL TIME PRICE	36,126.50
-------------------------	-----------

S E T T L E M E N T	DEPOSIT	36,126.50
	CASH ON DELIVERY	
	USED CAR ALLOWANCE	N/A
	PAYMENTS	N/A
	MONTHS DOLLARS PER MONTH	N/A

TOTAL	36,126.50
--------------	-----------

Always Bring Your Car Here For Factory Authorized Service

YR.	MAKE	MODEL	OR U	V.I.N.
2020	CHEVROLET	TAHOE	N	1GNSKDEC1LR113945
SALESMAN	DAVID E. HELTERBRAND			KEY NOS.
				N/A

OPTIONAL EQUIPMENT AND ACCESSORIES

6 MILES
LIEN TO:

2020 TAHOE TERMS NET 30
PLEASE MAKE CHECK PAYABLE TO
DON BROWN CHEVROLET AND ALLY
P.O. 200003

9/5/19 DATE REPRESENTATIVE
DEALER # SALE 20T0025

This is a true Bill of Sale
Subscribed and sworn to before me this
08/30/2019
State of Missouri. City of St. Louis.
My commission expires
Notary

USED CAR TRADED		
YR.	MAKE	MODEL
N/A	N/A	N/A
V.I.N.	TITLE #	
N/A		

The Reynolds and Reynolds Company OK2291 Q (0609)

NOTARY PUBLIC SIGNATURE	SUBSCRIBED AND SWORN BEFORE ME, THIS	DAY OF	EXEMPTION CODE HERE:	STATE TAX	S
	NOTARY PUBLIC NAME (TYPED OR PRINTED)	MY COMMISSION EXPIRES		\$	U
	OFFICE VALIDATION			FOR OFFICE USE ONLY	
APPROVE REJECT	MILEAGE DATE		WGT. OF PLATES FORM 2280		LOCAL TAX
	SURRENDERED PLATE NUMBER		DIST. AMT.		\$
SURRENDERED PLATE CREDIT		SAFETY EMISSION		SUBTOTAL	
		MOL PROCESSING FEE		\$ 0.00	
		TOTAL		\$ 0.00	



314 / 772-1400
 2244 SOUTH KINGS HIGHWAY
 St. Louis, MO 63110

SOLD TO CITY OF ARNOLD

ADDRESS 2101 JEFFCO BLVD ARNOLD, MO 63010
 (636)296-2222 (636)296-2222

YR.	MAKE	MODEL	N OR U	V.I.N.
2020	CHEVROLET	TAHOE	N	1GNSKDEC6LR109499
SALESMAN DAVID E. HELTERBRAND			KEY NOS.	N/A

OPTIONAL EQUIPMENT AND ACCESSORIES

6 MILES
 LIEN TO:

2020 TAHOE TERMS NET 30
 PLEASE MAKE CHECK PAYABLE TO
 DON BROWN CHEVROLET AND ALLY
 P.O. 200003

9/5/19
 DATE REPRESENTATIVE
 DEALER # SALE 20T0027

Major Cunniff

This is a true Bill of Sale
 Subscribed and sworn to before me this
 08/30/2019
 State of Missouri. City of St. Louis.
 My commission expires
 Notary

USED CAR TRADED		
YR.	MAKE	MODEL
N/A	N/A	N/A
V.I.N.	TITLE #	
N/A		

DATE	SALESMAN #	INVOICE NO.	STOCK NO.
08/30/19	11	57071	20T0027
DESCRIPTION		SALE	
SALES TAX		36,126.50	N/A
SERVICE CONTRACT			N/A
TITLE FEE			N/A
TOTAL CASH PRICE		36,126.50	N/A
TOTAL TIME PRICE		36,126.50	N/A
TOTAL		36,126.50	N/A
<p><i>Always Bring Your Car Here For Factory Authorized Service</i></p>			

The Reynolds and Reynolds Company Q92231-0 (08/09)

NOTARY PUBLIC SIGNATURE: _____ DAY OF: _____ MY COMMISSION EXPIRES: _____

NOTARY PUBLIC NAME (TYPED OR PRINTED): _____

STATE TAX \$ _____ LOCAL TAX \$ _____

FOR OFFICE USE ONLY

FHVUT WGT. OF PLATES FORM 2290 \$ _____

PP INS DIST. AMT. \$ _____

FEIN \$ _____

SAFETY SITE CODE \$ _____

EMISSION \$ _____

OFFICE VALIDATION

APPROVE
 REJECT

PROCESSED BY: _____

MILEAGE DATE: _____

SURRENDERED PLATE NUMBER: _____

SURRENDERED PLATE CREDIT: _____

SUBTOTAL \$ 0.00

PROCESSING OR AGENT FEE \$ _____

NOT. PROCESSING FEE \$ _____

TOTAL \$ 0.00



314.772.1400
 2244 SOUTH KINGS HIGHWAY
 ST. LOUIS, MO 63110

SOLD TO CITY OF ARNOLD

ADDRESS 2101 JEFFCO BLVD ARNOLD, MO 63010
 (636)296-2222 (636)296-2222

YR.	MAKE	MODEL	N OR U	V.I.N.
2020	CHEVROLET	TAHOE	N	1GNSKDEC7LR110483
SALESMAN DAVID E. HELTERBRAND			KEY NOS.	N/A

OPTIONAL EQUIPMENT AND ACCESSORIES

6 MILES
 LIEN TO:

2020 TAHOE TERMS NET 30
 PLEASE MAKE CHECK PAYABLE TO
 DON BROWN CHEVROLET AND ALLY
 P.O. 202003

9/5/19 Ma. Conell
 DATE REPRESENTATIVE
 DEALER # SALE 20T0028

This is a true Bill of Sale
 Subscribed and sworn to before me this
 08/30/2019
 State of Missouri, City of St. Louis.
 My commission expires
 Notary

USED CAR TRADED		
YR.	MAKE	MODEL
N/A	N/A	N/A
V.I.N.	TITLE #	
N/A		

The Reynolds and Reynolds Company CR2337 (9-2000)

DATE	SALESMAN #	INVOICE NO.	STOCK NO.
08/30/19	11	57072	20T0028
DESCRIPTION		SALE	
SALES TAX		36,126.50	
SERVICE CONTRACT		20T0028	
TITLE FEE		N/A	
TOTAL CASH PRICE		36,126.50	
FINANCING INSURANCE		N/A	
TOTAL TIME PRICE		36,126.50	
DEPOSIT		36,126.50	
CASH ON DELIVERY		N/A	
USED CAR ALLOWANCE PAYMENTS		N/A	
MONTHS 1 DOLLARS PER MONTH		N/A	
TOTAL		36,126.50	
<p><i>Always Bring Your Car Here For Factory Authorized Service</i></p>			

NOTA
 DUP. TITL

SUBSCRIBED AND SWORN BEFORE ME, THIS _____ DAY OF _____
 NOTARY PUBLIC SIGNATURE MY COMMISSION EXPIRES _____
 NOTARY PUBLIC NAME (TYPED OR PRINTED)

EXEMPTION CODE HERE:
 FVLT PP INS FEIN
 SAFETY EMISSION

STATE TAX \$ _____
 LOCAL TAX \$ _____
 SUBTOTAL \$ 0.00
 PROCESSING OR AGENT FEE \$ _____
 MOL PROCESSING FEE \$ _____
 TOTAL \$ 0.00

OFFICE VALIDATION

APPROVE
 REJECT

PROCESSED BY _____

FOR OFFICE USE ONLY

WGT OF PLATE FORM 2300

DIST. AMT. \$ _____
 SITE CODE _____

MILEAGE DATE _____
 SURRENDERED PLATE NUMBER _____
 SURRENDERED PLATE CREDIT _____



314.772.1400
2244 SOUTH KINGS HIGHWAY
St. Louis, MO 63110

SOLD TO CITY OF ARNOLD

ADDRESS 2101 JEFFCO BLVD ARNOLD, MO 63010
(636)296-2222 (636)296-2222

MAKE	MODEL	OR U	V.I.N.
2020 CHEVROLET	TAHOE	N	1GNSKDEC6LR109244
SALESMAN DAVID E. HELTERBRAND			KEY NOS. N/A

OPTIONAL EQUIPMENT AND ACCESSORIES

6MILES
LIEN TO:

2020 TAHOE TERMS NET 30
PLEASE MAKE CHECK PAYABLE TO
DON BROWN CHEVROLET AND ALLY
P.O. 200033

7/5/19 DATE REPRESENTATIVE
Maja Ann Co.
DEALER # SALE 20T0036

This is a true Bill of Sale
Subscribed and sworn to before me this
08/30/2019
State of Missouri. City of St. Louis.
My commission expires
Notary

USED CAR TRADED		
YR.	MAKE	MODEL
N/A	N/A	N/A
V.I.N.	TITLE #	
N/A		

The Reynolds and Reynolds Company OK62291 0 (06/08)

DATE	SALESMAN #	INVOICE NO.	STOCK NO.
08/30/19	11	57073	20T0036

DESCRIPTION	SALE
SALES TAX	N/A
PRICE OF CAR	N/A
SERVICE CONTRACT	N/A
TITLE FEE	N/A
TOTAL CASH PRICE	36,126.50
FINANCING INSURANCE	N/A
TOTAL TIME PRICE	36,126.50
DEPOSIT	N/A
CASH ON DELIVERY	N/A
USED CAR ALLOWANCE PAYMENTS	N/A
MONTHS DOLLARS PER MONTH	N/A
TOTAL	36,126.50

Always Bring Your
Car Here For
Factory Authorized
Service

NOTA DUP. TITLE	SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF		EXEMPTION CODE HERE:		STATE TAX	S
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES			\$	U
OFFICE VALIDATION		<input type="checkbox"/> APPROVE <input type="checkbox"/> REJECT		FOR OFFICE USE ONLY		
		PROCESSED BY		<input type="checkbox"/> FHVUT <input type="checkbox"/> PP <input type="checkbox"/> INS <input type="checkbox"/> FEIN <input checked="" type="checkbox"/> SAFETY <input checked="" type="checkbox"/> EMISSION	WGT. OF PLATES FOR: 2380	LOCAL TAX
				DIST. AMT.	\$	SUBTOTAL
				SITE CODE	\$	\$ 0.00
				MILEAGE DATE	\$	PROCESSING OR AGENT FEE
				SURRENDERED PLATE NUMBER	\$	\$
				SURRENDERED PLATE CREDIT	\$	NOT PROCESSING FEE
					\$	TOTAL
					\$	\$ 0.00



314 / 772-1400
 2244 SOUTH KINGS-HIGHWAY
 St. Louis, MO 63110

SOLD TO CITY OF ARNOLD

ADDRESS 2101 JEFFCO BLVD ARNOLD, MO 63010
 (636)296-2222 (636)296-2222

YR.	MAKE	MODEL	NO. U.	V.I.N.
2020	CHEVROLET	TAHOE	N	1GNSKDEC2LR110102
SALESMAN DAVID E. HELTERBRAND				KEY NOS. N/A

OPTIONAL EQUIPMENT AND ACCESSORIES

6MILES
 LIEN TO:

2020 TAHOE TERMS NET 30
 PLEASE MAKE CHECK PAYABLE TO
 DON BROWN CHEVROLET AND ALLY
 P.O. 200003

9/5/19 *Meja Russell*
 DATE REPRESENTATIVE

DEALER # SALE 20T0037

This is a true Bill of Sale
 Subscribed and sworn to before me this
 08/30/2019
 State of Missouri, City of St. Louis.
 My commission expires
 Notary.

USED CAR TRADED			
YR.	MAKE	MODEL	TITLE #
N/A	N/A	N/A	N/A
V.I.N.	TITLE #		
N/A	N/A		

DATE	SALESMAN #	INVOICE NO.	STOCK NO.
08/30/19	11	57074	20T0037
DESCRIPTION			SALE
SALES TAX			36,126.50
PRICE OF CAR			N/A
			N/A
			N/A
			N/A
SERVICE CONTRACT			20T0037
TITLE FEE			N/A
TOTAL CASH PRICE			36,126.50
FINANCING INSURANCE			N/A
TOTAL TIME PRICE			36,126.50
SUBMITTLEMENT	DEPOSIT		36,126.50
	CASH ON DELIVERY		
	USED CAR ALLOWANCE PAYMENTS		N/A
	MONTHS 1	DOLLARS PER MONTH N	N/A
TOTAL			36,126.50
<i>Always Bring Your Car Here For Factory Authorized Service</i>			

The Reynolds and Reynolds Company - 0808810 (08/08)

NOTARY PUBLIC SIGNATURE	SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF	EXEMPTION CODE HERE:	STATE TAX \$
	NOTARY PUBLIC NAME (TYPED OR PRINTED)	MY COMMISSION EXPIRES	LOCAL TAX \$
	OFFICE VALIDATION	<input type="checkbox"/> APPROVE <input type="checkbox"/> REJECT	FOR OFFICE USE ONLY <input type="checkbox"/> FHMT WGT. OF PLATES FORM 2290 <input type="checkbox"/> PP <input type="checkbox"/> INS <input type="checkbox"/> FEIN <input checked="" type="checkbox"/> SAFETY <input checked="" type="checkbox"/> EMISSION
PROCESSED BY		MILEAGE DATE	SUBTOTAL \$ 0.00
		SURRENDERED PLATE NUMBER	PROCESSING OR AGENT FEE \$
		SURRENDERED PLATE CREDIT	NOL. PROCESSING FEE \$
			TOTAL \$ 0.00



314 / 772-1400
 2244 SOUTH KINGS HIGHWAY
 St. Louis, MO 63118

SOLD TO CITY OF ARNOLD

ADDRESS 2101 JEFFCO BLVD ARNOLD, MO 63010
 (636)296-2222 (636)296-2222

DATE	SALESMAN #	INVOICE NO.	STOCK NO.
08/30/19	11	57075	20T0038

DESCRIPTION	SALE
SALES TAX	36,126.50
	N/A
	N/A
	N/A
	N/A
	N/A

PRICE OF CAR	
	20T0038
SERVICE CONTRACT	N/A
TITLE FEE	N/A

TOTAL CASH PRICE		36,126.50
FINANCING INSURANCE		N/A
		N/A
TOTAL TIME PRICE		36,126.50
DEPOSIT		36,126.50
CASH ON DELIVERY		
USED CAR ALLOWANCE		N/A
PAYMENTS		N/A
MONTHS	DOLLARS PER MONTH	
1	N	

TOTAL 36,126.50

*Always Bring Your
 Car Here For
 Factory Authorized
 Service*

OPTIONAL EQUIPMENT AND ACCESSORIES

YR.	MAKE	MODEL	OR U	V.I.N.
2020	CHEVROLE	TAHOE	N	1GNSK0EC7LR114128
SALESMAN	DAVID E. HELTERBRAND			KEY NOS.
				N/A

SMILES
 LIEN TO:
 2020 TAHOE TERMS NET 30
 PLEASE MAKE CHECK PAYABLE TO
 DON BROWN CHEVROLET AND ALLY
 P.O. 200303

9/5/19
 DATE REPRESENTATIVE
 DEALER # SALE 20T0038

This is a true Bill of Sale
 Subscribed and sworn to before me this
 08/30/2019
 State of Missouri. City of St.Louis.
 My commission expires
 Notary

USED CAR TRADED:			
YR.	MAKE	MODEL	
N/A	N/A	N/A	
V.I.N.	TITLE #		
N/A			

The Reynolds and Reynolds Company OK92831-02 (02/08)

NOT DUP. TTL

SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF _____
 NOTARY PUBLIC SIGNATURE MY COMMISSION EXPIRES _____
 NOTARY PUBLIC NAME (TYPED OR PRINTED)

EXEMPTION CODE HERE:
 FHVUT

STATE TAX	\$	S
		U

FOR OFFICE USE ONLY

PP INS FEIN SAFETY EMISSION

LOCAL TAX	\$
SUBTOTAL	\$ 0.00
PROCESSING OR AGENT FEE	\$
NOL PROCESSING FEE	\$
TOTAL	\$ 0.00

OFFICE VALIDATION:
 APPROVE
 REJECT
 PROCESSED BY _____

MILEAGE DATE _____
 SURRENDERED PLATE NUMBER _____
 SURRENDERED PLATE CREDIT _____

QUOTATION



From: **Ed Roehr Safety Products Co.**
 2710 Locust St.
 St. Louis, MO 63103
 Phone 314.533.9344 Fax 314.533.3830

Salesman: *Duane Wall #012*
 Quoted by: *Duane Wall #012*

To: **Major Carroll**
Arnold Police Department

Date: 5/30/2019
 Quote # Arnold 051

bcarroll@arnoldmo.org

We are pleased to quote your inquiry as follows:

Quantity	Description	Price	Amount
4	PROGARD Model P1000T15AOSB - Outboard Seat Belt for 2019 TAHOE Includes: 1/2 Partition, Transport Seat; Floor Pan, Pair Door Panels; Pair Window Armor, Lower Extension Panel, Poly Divider, Poly Window Barrier w/ Passenger Side Only Outboard Seat Belts	1,997.25	7,989.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
	This item is on Missouri State Contract # CC160735003		0.00
			0.00
		Freight	
		Total	7,989.00

If you have any questions concerning this quotation please contact
 Duane Wall @ 314-220-6277

THANK YOU FOR YOUR BUSINESS!

QUOTATION



From: **Ed Roehr Safety Products Co.**

2710 Locust St.
St. Louis, MO 63103
Phone 314.533.9344

Fax 314.533.3830

Salesman: *Duane Wall #012*
Quoted by: *Duane Wall #012*

To: **Major Carroll**
Arnold Police Department

Date: **5/30/2019**
Quote # **Arnold 054 Light Bar**

bcarroll@arnoldmo.org

We are pleased to quote your inquiry as follows:

Quantity	Description	Price	Amount
4	Code 3 Light Bar Pursuit Model	1,890.00	7,560.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
	This item is on Missouri State Contract # CC160735003		0.00
			0.00
		Freight	
		Total	7,560.00

If you have any questions concerning this quotation please contact
Duane Wall @ 314-220-6277

THANK YOU FOR YOUR BUSINESS!

QUOTATION



From: **Ed Roehr Safety Products Co.**

2710 Locust St.
St. Louis, MO 63103
Phone 314.533.9344

Fax 314.533.3830

Salesman: *Duane Wall #012*
Quoted by: *Duane Wall #012*

To: **Major Carroll**
Arnold Police Department

Date: **5/30/2019**
Quote # **Arnold 052 K9**

bcarroll@arnoldmo.org

We are pleased to quote your inquiry as follows:

Quantity	Description	Price	Amount
1	American Aluminum EZ Rider K9 Unit, for 2019 Tahoe, Includes the following: Rubber Mat, Window Guards, Door Panels, EZ Led, Black Powder Coat.	1,849.00	1,849.00
1	American Aluminum EZ Resue Door Popping System	498.00	498.00
			0.00
			0.00
			0.00
			0.00
			0.00
	This item is on Missouri State Contract # CC160735003		0.00
			0.00
		Freight	199.00
		Total	2,347.00

If you have any questions concerning this quotation please contact
Duane Wall @ 314-220-6277

THANK YOU FOR YOUR BUSINESS!

QUOTATION



From: **Ed Roehr Safety Products Co.**

2710 Locust St.
St. Louis, MO 63103
Phone 314.533.9344 Fax 314.533.3830

Salesman: *Duane Wall #012*
Quoted by: *Duane Wall #012*

To: **Major Carroll**
Arnold Police Department

Date: 5/30/2019
Quote # Arnold 053-1 Tahoe Eq

Thess items are on Missouri State Contract # CC160735003

bcarroll@arnoldmo.org

We are pleased to quote your inquiry as follows:

Quantity	Description	Price	Amount
	Supervisor:		0.00
2	C3SVF-3RW3BW Code 3 Supervisor Flex Multi Color, Red/Blue/White	800.00	1,600.00
2	C3SFM TG-TH15 Install Bracket for Supervisor Flex	83.16	166.32
			0.00
	Citadel Rear Spoiler Light		0.00
6	C3CITTH15-RB	719.00	4,314.00
			0.00
	Siren / Speakers		0.00
6	C33892L6-MO Siren Box	350.00	2,100.00
6	C33100U Code 3 Speaker and Univeral Bracket	149.00	894.00
			0.00
	Hide - A - Blast - for Rear Cargo Hatch/Tailgate		0.00
6	C3HB6PAK-RW	66.02	396.12
6	C3HB6PAK-BW	66.02	396.12
			0.00
	Rear License Plate Lights:		0.00
6	C3LXEXLPBKT-CHR License Plate Bracket	17.44	104.64
6	C3XT6RW Red/White Led	60.00	360.00
6	C3XT6BW Blue/White Led	60.00	360.00
			0.00
	Code 3 Side Mirror Lights		0.00
12	C3M180S-W Side Mirror LED White	85.53	1,026.36
6	C3BSM-BKT-TH Bracket for Mirror lights	26.91	161.46
			0.00
	Code 3 Lower Side Panel Lights (along bottom side of vehicle)		0.00
24	C3ULTMC-RW Mega Thin LED Red/White	78.04	1,872.96
24	C3uITMC-BW Mega Thin LED Blue/White	78.04	1,872.96
			0.00
	Fog Lights		0.00
6	C3FOGBKT-TH15 Fog Light Bracket (DUAL Stack the XT4 below)	120.00	720.00

12	C3XT4BW XT4 Led Blue/White	55.00	660.00
12	C3XT4RW XT4 Led Red/White	55.00	660.00
	Side Rear Cargo Lights		
12	C3ULTMC-RB Mega Thin LED Red/Blue	78.04	938.48
12	C3XT4LBKT XT 4 "L" Bracket	5.00	60.00
			0.00
	LED Flashlight		0.00
6	STR20602 SL20 LED Streamlight	135.00	810.00
	Troy Consoles:		0.00
6	CC-F-TMC-711 18 Inch Console for Tahoe	356.25	2,137.50
6	AC-TH15-MNT Floor Plate Included with console "no charge"		0.00
6	AC-ARM58 Arm Rest	97.56	585.36
6	FP-AP12-3 Accessory Outlet Plate	15.75	94.50
18	L3-AP1SET 12 volt Plug and Cap	9.45	170.10
6	AC-INBHG Dual Drink Holder	39.38	236.28
12	AC-MCLBKT "L" Bracket for Mic Clip	11.81	141.72
6	FP-C33892 Faceplate for Code 3 Siren 3892L6 "no charge"		0.00
6	FP-MXTL7500 Faceplate for motorola APX7500 "no charge"		0.00
6	CM-SDMT-SA-LT17 Side Mount Computer Mount with swing arm	342.56	2,055.36
1	Troy Shipping Cost	159.00	159.00
	Push Bumpers		0.00
5	GOR5165 Push Bumper for 2019 Tahoe	289.00	1,445.00
1	Push bumper Shipping Cost	220.00	220.00
			0.00
	Push Bumper Lights		0.00
5	ULTMC-BW Mega Thin LED Blue/White	78.04	390.20
5	ULTMC-RW Mega Thin LED Red/White	78.04	390.20
10	C3XT4LBT "L" Bracket	5.00	50.00
	Tahoe LOFT Transfer Kit		0.00
5	LOFT-TAH16-RMT Loft transfer kit to Tahoe	63.47	317.35
1	LOFT-TAH16NPKIT Loft Kit for installing without a Partition	97.50	97.50
			0.00
			0.00
			0.00
	These items are on Missouri State Contract # CC160735003		0.00
			0.00
		Freight	
		Total	27,961.49

If you have any questions concerning this quotation please contact
Duane Wall @ 314-220-6277



ADgraphix
 423 Hanley Industrial Ct.
 St. Louis, MO. 63144

Invoice

Date	Invoice #
9/11/2019	45246

Bill To
Arnold Police 2101 Jeffco Blvd Arnold, MO 63010

P.O. No.	Terms	Due Date
Brian Carroll	Net 30	10/11/2019

Quantity	Description	Rate	Amount
5	Complete Arnold Police Graphic Packages for 2019 Chevy Tahoes Unit #14 - VIN: 1GNSKDEC2LR110102 Unit #17 - VIN: 1GNSKDEC7LR110483 Unit #18 - VIN: 1GNSKDEC6LR109499 Unit #19 - VIN: 1GNSKDEC7LR114128 Unit #25 - VIN: 1GNSKDEC1LR113945 - K9 Vehicle	475.00	2,375.00
5	Labor: Installation/Production	95.00	475.00
1	Set of K9 Addon Text for Unit #25	40.00	40.00
1	Travel Fee	35.00	35.00
		Sales Tax (10.238%)	\$0.00
		Total	\$2,925.00

*Please Pay From This Invoice.
 Thanks For Your Business!*

Phone #	Fax #	E-mail	Web Site
314-644-4496	314-644-4473	accounting@adgraphix.net	www.adgraphix.net

#1310 #5



1536 LONEDELL INDUSTRIAL CT - ARNOLD, MO. 63010 - 636.333.3232

PROJECT QUOTATION FORM

CUSTOMER	Arnold PD	PHONE	
EMAIL		FAX	
CONTACT	Major Brian Carroll	DATE	6/5/2019

QUOTE #	060519-TA02
PREPARED BY	Tera Aulenbacher
PHONE #	636-333-3232

PROJECT: Install Patrol Vehicles	ID: 821930			UNIT	EXTENDED
DESCRIPTION OF SERVICES	QTY	CODE	PRICE	PRICE	
Install Lund Loft	4	FLR	\$250.00	\$1,000.00	
Install ProCell gun mount	4	FLR	\$150.00	\$600.00	
Install front and rear radar	4	FLR	\$75.00	\$300.00	
Install laptop dock w/ supply	4	FLR	\$50.00	\$200.00	
Install printer dock w/ supply	4	FLR	\$50.00	\$200.00	
Install Pursuit lightbar w/ programming	4	FLR	\$185.00	\$740.00	
Install dash mount radio	4	FLR	\$165.00	\$660.00	
Install Citadel spoiler LED	4	FLR	\$145.00	\$580.00	
Install siren speaker	4	FLR	\$50.00	\$200.00	
Install Mastercom siren control box	4	FLR	\$120.00	\$480.00	
Install Hide-A-Blast hatch LED	4	FLR	\$100.00	\$400.00	
Install license plate LED	4	FLR	\$100.00	\$400.00	
Install side mirror LED	4	FLR	\$100.00	\$400.00	
Install running board LED	4	FLR	\$400.00	\$1,600.00	
Install fog light LED	4	FLR	\$100.00	\$400.00	
Install side cargo LED	4	FLR	\$100.00	\$400.00	
Install flashlight	4	FLR	\$30.00	\$120.00	
Install console	4	FLR	\$120.00	\$480.00	
Install push bumper	4	FLR	\$250.00	\$1,000.00	
Install push bumper LED	4	FLR	\$100.00	\$400.00	
Install ProCell system	4	FLR	\$600.00	\$2,400.00	

CODES - HR (HOUR) FLR (FLAT RATE) PRG (PROGRAM)

DESCRIPTION OF PARTS				
Coax (0180355A99)	8		\$20.88	\$167.04
Driver's side fender mount (SU2ANTNCG)	4		\$35.00	\$140.00
Passenger side fender mount (BKT-GM1434)	4		\$35.00	\$140.00
Fuses & holders	4		\$30.00	\$120.00

LABOR TOTAL \$12,960.00

PARTS TOTAL \$667.04

TAX RATE	
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TAX AMOUNT

GRAND TOTAL \$13,527.04

PRICES ARE EFFECTIVE FOR 60 DAYS

NOTES	4 vehicles total
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#3



1536 LONEDELL INDUSTRIAL CT - ARNOLD, MO. 63010 - 636.333.3232

PROJECT QUOTATION FORM

CUSTOMER	Arnold PD	PHONE	
EMAIL		FAX	
CONTACT	Major Brian Carroll	DATE	6/5/2019

QUOTE #	060519-TA04
PREPARED BY	Tera Aulenbacher
PHONE #	636-333-3232

PROJECT: Install Undercover Patrol Vehicle	ID: 821930			UNIT	EXTENDED
DESCRIPTION OF SERVICES	QTY	CODE	PRICE	PRICE	
Install Lund Loft	1	FLR	\$250.00	\$250.00	
Install front and rear radar	1	FLR	\$75.00	\$75.00	
Install laptop dock w/ supply	1	FLR	\$50.00	\$50.00	
Install printer dock w/ supply	1	FLR	\$50.00	\$50.00	
Install Supervisor light	1	FLR	\$145.00	\$145.00	
Install dash mount radio	1	FLR	\$165.00	\$165.00	
Install Citadel spoiler LED	1	FLR	\$145.00	\$145.00	
Install siren speaker	1	FLR	\$50.00	\$50.00	
Install Mastercom siren control box	1	FLR	\$120.00	\$120.00	
Install Hide-A-Blast hatch LED	1	FLR	\$100.00	\$100.00	
Install license plate LED	1	FLR	\$100.00	\$100.00	
Install side mirror LED	1	FLR	\$100.00	\$100.00	
Install running board LED	1	FLR	\$400.00	\$400.00	
Install fog light LED	1	FLR	\$100.00	\$100.00	
Install side cargo LED	1	FLR	\$100.00	\$100.00	
Install flashlight	1	FLR	\$30.00	\$30.00	
Install console	1	FLR	\$120.00	\$120.00	

CODES - HR (HOUR) FLR (FLAT RATE) PRG (PROGRAM)

DESCRIPTION OF PARTS				
Coax (0180355A99)	2		\$20.88	\$41.76
Driver's side fender mount (SU2ANTNCG)	1		\$35.00	\$35.00
Passenger side fender mount (BKT-GM1434)	1		\$35.00	\$35.00
Fuses & holders	1		\$30.00	\$30.00

LABOR TOTAL \$2,100.00

PARTS TOTAL \$141.76

TAX RATE

TAX AMOUNT

GRAND TOTAL \$2,241.76

PRICES ARE EFFECTIVE FOR 60 DAYS

NOTES	1 vehicle total
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#4



1536 LONEDELL INDUSTRIAL CT - ARNOLD, MO. 63010 - 636.333.3232

PROJECT QUOTATION FORM

CUSTOMER	Arnold PD	PHONE	
EMAIL		FAX	
CONTACT	Major Brian Carroll	DATE	6/5/2019

QUOTE #	060519-TA05
PREPARED BY	Tera Aulenbacher
PHONE #	636-333-3232

PROJECT: Install K-9 Vehicle	ID: 821930			UNIT	EXTENDED
DESCRIPTION OF SERVICES	QTY	CODE	PRICE	PRICE	
Install door opener	1	FLR	\$250.00	\$250.00	
Install heat alarm w/ fan	1	FLR	\$300.00	\$300.00	
Install front and rear radar	1	FLR	\$75.00	\$75.00	
Install laptop dock w/ supply	1	FLR	\$50.00	\$50.00	
Install printer dock w/ supply	1	FLR	\$50.00	\$50.00	
Install Supervisor light	1	FLR	\$145.00	\$145.00	
Install dash mount radio	1	FLR	\$165.00	\$165.00	
Install Citadel spoiler LED	1	FLR	\$145.00	\$145.00	
Install siren speaker	1	FLR	\$50.00	\$50.00	
Install Mastercom siren control box	1	FLR	\$120.00	\$120.00	
Install Hide-A-Blast hatch LED	1	FLR	\$100.00	\$100.00	
Install license plate LED	1	FLR	\$100.00	\$100.00	
Install side mirror LED	1	FLR	\$100.00	\$100.00	
Install running board LED	1	FLR	\$400.00	\$400.00	
Install fog light LED	1	FLR	\$100.00	\$100.00	
Install side cargo LED	1	FLR	\$100.00	\$100.00	
Install flashlight	1	FLR	\$30.00	\$30.00	
Install console	1	FLR	\$120.00	\$120.00	
Install push bumper	1	FLR	\$250.00	\$250.00	
Install push bumper LED	1	FLR	\$100.00	\$100.00	
Install K-9 kennel	1	FLR	\$600.00	\$600.00	

CODES - HR (HOUR) FLR (FLAT RATE) PRG (PROGRAM)

DESCRIPTION OF PARTS				
Coax (0180355A99)	2		\$20.88	\$41.76
Driver's side fender mount (SU2ANTNCG)	1		\$35.00	\$35.00
Passenger side fender mount (BKT-GM1434)	1		\$35.00	\$35.00
Fuses & holders	1		\$30.00	\$30.00

LABOR TOTAL \$3,350.00

PARTS TOTAL \$141.76

TAX RATE

TAX AMOUNT

GRAND TOTAL \$3,491.76

PRICES ARE EFFECTIVE FOR 60 DAYS

NOTES 1 vehicle total

17

wirelessUSA

1536 LONEDELL INDUSTRIAL CT - ARNOLD, MO. 63010 - 636.333.3232

PROJECT QUOTATION FORM

CUSTOMER	Arnold PD	PHONE	
EMAIL		FAX	
CONTACT	Major Brian Carroll	DATE	6/5/2019

QUOTE #	060519-TA03
PREPARED BY	Tera Aulenbacher
PHONE #	636-333-3232

PROJECT: Remove K-9 Equipment from Vehicle	ID: 821930	UNIT	EXTENDED
DESCRIPTION OF SERVICES	QTY	CODE	PRICE
Remove K-9 Equipment	1.5	HR	\$157.50
Dash mount radio, F/R radar, laptop pedestal/supply, printer dock			
Keep Heat Alarm			

CODES - HR (HOUR) FLR (FLAT RATE) PRG (PROGRAM)

DESCRIPTION OF PARTS	QTY	CODE	PRICE

LABOR TOTAL	\$157.50
PARTS TOTAL	
TAX AMOUNT	
GRAND TOTAL	\$157.50

PRICES ARE EFFECTIVE FOR 60 DAYS

TAX RATE	
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NOTES	1 vehicle total



wirelessUSA

1536 LONEDELL INDUSTRIAL CT - ARNOLD, MO. 63010 - 636.333.3232

PROJECT QUOTATION FORM

CUSTOMER	Arnold PD	PHONE	
EMAIL		FAX	
CONTACT	Major Brian Carroll	DATE	5/21/2019

QUOTE #	.052119-TA01
PREPARED BY	Tera Aulenbacher
PHONE #	636-333-3232

PROJECT: Remove Public Safety Equipment from PI SUVs ID: 821930			UNIT	EXTENDED
DESCRIPTION OF SERVICES	QTY	CODE	PRICE	PRICE
Remove public safety equipment	5	FLR	\$630.00	\$3,150.00

CODES - HR (HOUR) FLR (FLAT RATE) PRG (PROGRAM)

DESCRIPTION OF PARTS				

LABOR TOTAL \$3,150.00

PARTS TOTAL

TAX AMOUNT

GRAND TOTAL \$3,150.00

PRICES ARE EFFECTIVE FOR 60 DAYS

TAX RATE

NOTES	5 Vehicles total. (4 Need Half-Cage Removed. All 5 Need Lund Lofts Removed.)

RESOLUTION NO. 19-53

A RESOLUTION APPROVING A PROPOSAL FROM GERSTNER
ELECTRIC FOR TRAFFIC SIGNAL AND STREET LIGHTING
MAINTENANCE AND REPAIR SERVICES.

WHEREAS, the City of Arnold solicited proposals for traffic signal and street lighting maintenance and repair services; and

WHEREAS, the City received proposals from Gerstner Electric and Reinhold Electric; and

WHEREAS, the prices submitted by Gerstner Electric were not the lowest, but Gerstner Electric has provided the City quality service for years and are experts on the City's traffic signal equipment; and

WHEREAS, given these facts, the City Administrator is recommending approval of the proposal from Gerstner Electric;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that:

Section 1. The attached proposal from Gerstner Electric for traffic signal and street lighting maintenance and repair services is hereby approved. The Mayor and/or City Administrator are authorized to execute any necessary documents to complete this transaction.

Mayor Ron Counts

ATTEST: _____

City Clerk Tammi Casey

Date: _____

Gerstner Electric, Inc.
2400 Cassens Drive
Fenton, MO 63026

BID FORM
CITY OF ARNOLD

JEFFERSON COUNTY, MISSOURI

TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE AND REPAIR
SERVICES

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated September 17, 2019 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE AND REPAIR SERVICES as all required by and in strict conformance with the Bid Specifications and addenda No. 00 to 00 inclusive at the unit & lump sum prices listed herein.

Lump Sum & Unit Price Bid to undertake and provide all necessary equipment, materials, and labor for the Traffic Signal and Street Lighting Maintenance Repair Services unit including all excavation, piping, mechanical work, electrical work, and all other necessary work to provide a complete and satisfactory job.

October 01, 2019 to September 30, 2020

<u>ITEM.</u>	<u>DESCRIPTION</u>	<u>SERVICE COST</u>
1.	Traffic Signal Scheduled Preventive Maintenance once Per Year	\$ <u>2800.00</u> lump sum
2.	Traffic Signal/Lights & Street Lights Same Day Service	\$ <u>120.00</u> rate per hour
3.	Traffic Signal/Lights & Street Lights Same Day Service (Weekend, Holiday, After Normal Hours)	\$ <u>225.00</u> rate per hour
4.	Traffic Signal/Lights & Street Lights Two Hour Response Time or Less (Emergency 1-24 hrs/7 days per week)	\$ <u>225.00</u> rate per hour

The Contractor shall list below the rate per hour of any equipment required to perform the specified work with operator.

Type of Equipment Basket Truck \$ included per hour
 _____ \$ _____ per hour
 _____ \$ _____ per hour

The Contractor shall list below the cost for typical material / parts that may be required but not necessarily limited to: Including labor cost to install

		Cost	/ Unit
Materials:	<u>LED Signal Indication Replacement</u>	\$ <u>75.00</u>	<u>/ EA</u>
	<u>Street Light Bulb</u>	\$ <u>25.00</u>	<u>/ EA</u>
	_____	\$ _____	<u>/</u> _____

5. Underground service locates for excavations \$ 200.00 / location.

October 01, 2020 to September 30, 2021

<u>ITEM.</u>	<u>DESCRIPTION</u>	<u>SERVICE COST</u>
1.	Traffic Signal Scheduled Preventive Maintenance once Per Year	\$ <u>2850.00</u> lump sum
2.	Traffic Signal/Lights & Street Lights Same Day Service	\$ <u>124.00</u> rate per hour
3.	Traffic Signal/Lights & Street Lights Same Day Service (Weekend, Holiday, After Normal Hours)	\$ <u>230.00</u> rate per hour
4.	Traffic Signal/Lights & Street Lights Two Hour Response Time or Less (Emergency 1-24 hrs/7 days per week)	\$ <u>230.00</u> rate per hour

The Contractor shall list below the rate per hour of any equipment required to perform the specified work with operator.

Type of Equipment Basket Truck \$ included per hour
 _____ \$ _____ per hour
 _____ \$ _____ per hour

The Contractor shall list below the cost for typical material / parts that may be required but not necessarily limited to: Including labor cost to install.

		Cost	/ Unit
Materials:	<u>LED Signal Indication Replacement</u>	\$ <u>75.00</u>	<u>/ EA</u>
	<u>Street Light Bulb</u>	\$ <u>25.00</u>	<u>/ EA</u>
	_____	\$ _____	<u>/</u> _____

5. Underground service locates for excavations \$ 200.00 / location.

October 01, 2021 to September 30, 2022

<u>ITEM.</u>	<u>DESCRIPTION</u>	<u>SERVICE COST</u>
1.	Traffic Signal Scheduled Preventive Maintenance once Per Year	\$ <u>2900.00</u> lump sum
2.	Traffic Signal/Lights & Street Lights Same Day Service	\$ <u>125.00</u> rate per hour
3.	Traffic Signal/Lights & Street Lights Same Day Service (Weekend, Holiday, After Normal Hours)	\$ <u>235.00</u> rate per hour
4.	Traffic Signal/Lights & Street Lights Two Hour Response Time or Less (Emergency 1-24 hrs/7 days per week)	\$ <u>235.00</u> rate per hour

The Contractor shall list below the rate per hour of any equipment required to perform the specified work with operator.

Type of Equipment	<u>Basket Truck</u>	\$ <u>included</u>	per hour
		\$ _____	per hour
		\$ _____	per hour

The Contractor shall list below the cost for typical material / parts that may be required but not necessarily limited to: Including labor cost to install.

Materials:	<u>Cost</u>	<u>/ Unit</u>
<u>LED Signal Indication Replacement</u>	\$ <u>75.00</u>	<u>/ EA</u>
<u>Street Light Bulb</u>	\$ <u>25.00</u>	<u>/ EA</u>
_____	\$ _____	<u>/</u>

5. Underground service locates for excavations \$ 200.00 / location.

BID ALTERNATES

FOR FIRST YEAR OF CONTRACT

1. Contractor Voluntary Bid Alternates (if any).

The Undersigned understands and agrees the quantities shown herein are estimated, that payment shall be made on a unit cost basis.

The Undersigned understands and agrees that the City of Arnold may, at its discretion, elect to add and/or delete quantities, at any time during the contract period.

The Undersigned understands that items incidental to the project including but not limited to testing/certification, cleaning and sweeping and final cleanup are included in the above unit costs.

Suitable bid security in the amount of Ten Percent of Bid Amount Dollars (\$ 10% of Bid Amount) as called for in the Advertisement of Bids accompanies this Bid. This sum is to be forfeited to the City of Arnold if the party, or parties, making this Bid fail to enter into contract with approved securities within ten (10) days after the award of the Contract has been made.

The undersigned has examined the Plans and Specifications and the location of the project and has satisfied self as to the work to be done and the conditions under which it must be carried out.

NAME OF BUSINESS	<u>GERSTNER ELECTRIC, INC.</u>
(If an individual) SIGNATURE OF BIDDER	<u></u>
BUSINESS ADDRESS	<u></u>
TELEPHONE NO.	<u></u>
(If Co-partnership) FIRM NAME	<u>N/A</u>
SIGNATURE	<u>N/A</u>
BUSINESS ADDRESS	<u>N/A</u>
TELEPHONE NO.	<u>N/A</u>
(If a Corporation) CORPORATE NAME	<u>GERSTNER ELECTRIC, INC.</u>
SIGNATURE	<u><i>Janis Kury</i> VICE PRESIDENT</u>
BUSINESS ADDRESS	<u>2400 CASSENS DR., FENTON, MO 63026-2539</u>
TELEPHONE NO.	<u>636-349-5999</u>

STATE OF MISSOURI)
COUNTY OF ST LOUIS) ss

AFFIDAVIT

Before me, the undersigned Notary Public, personally came and appeared Janis Kury
(NAME-PRINTED)
Vice President of Gerstner Electric, Inc.
(POSITION) (NAME OF COMPANY)

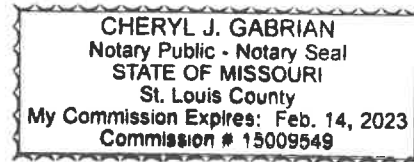
(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 292.675, Missouri Revised Statutes, pertaining to the 10-hour OSHA construction safety training of workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements. The referenced OSHA training is necessary in carrying out the contract and work in connection with TRAFFIC SIGNAL & STREET LIGHTS MAINTENANCE AND REPAIR PROJECT at the City of Arnold in Jefferson County, Missouri. Said training of all project workmen has been or will be undertaken within 60 days of commencement of construction of the project. The Contractor is to provide to the City copies of OSHA certifications cards of each project workman.

Janis Kury
(SIGNATURE)

Subscribed and sworn to before me this 17th day of September, 20 19

Cheryl J. Gabrian
Notary Public

My commission expires on: February 14, 2023



STATE OF MISSOURI)
COUNTY OF ST LOUIS) ss

AFFIDAVIT

Before me, the undersigned Notary Public, personally came and appeared Janis Kury,
(NAME-PRINTED)
Vice President of Gerstner Electric, Inc.,
(POSITION) (NAME OF COMPANY)

(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 292.675, Missouri Revised Statutes, pertaining to the 10-hour OSHA construction safety training of workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements. The referenced OSHA training is necessary in carrying out the contract and work in connection with TRAFFIC SIGNAL & STREET LIGHTS MAINTENANCE AND REPAIR PROJECT at the City of Arnold in Jefferson County, Missouri. Said training of all project workmen has been or will be undertaken within 60 days of commencement of construction of the project. The Contractor is to provide to the City copies of OSHA certifications cards of each project workman.

(SIGNATURE)

Subscribed and sworn to before me this 17th day of September, 20 19

Notary Public

My commission expires on: February 14, 2023

STATE OF MISSOURI)
COUNTY OF _____)

SS

****Cannot Execute until Contract Completion****

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me _____ as _____ of _____,
(NAME) (OFFICE HELD) (COMPANY NAME)

being duly sworn on his/her oath, affirms that said company has complied with Missouri State Law Section 34-353 RSMo regarding the purchase of manufactured good or commodities used or supplied in the performance of the City of Arnold's TRAFFIC SIGNAL & STREET LIGHTS MAINTENANCE AND REPAIR PROJECT.

I also affirm that _____ did not and would not knowingly
(COMPANY NAME)

purchase or supply manufactured goods or commodities used on the aforementioned City of Arnold project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to penalties provided under Section 575.040 RSMo).

SIGNATURE (PERSON WITH AUTHORITY)

(PRINTED NAME)

(TITLE)

(DATE)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My commission expires on: _____

STATE OF MISSOURI)
COUNTY OF _____)

SS

****Cannot Execute until Contract Completion****

FINAL PAY AFFIDAVIT

Know all men by those present that _____,
(OFFICER'S NAME)
of lawful age, being duly sworn upon his oath deposes and says that he _____
(TITLE)
of the _____,
(COMPANY'S NAME), the Contractor engaged in the
construction and improvement of TRAFFIC SIGNAL & STREET LIGHTS and that no supplies
and/or subcontractors have been used for such construction except those previously approved by
the City of Arnold, that all bills for labor and material incident to said project have been paid,
that the laws relating to payment of prevailing wage rates have been complied with, that the said
project is therefore free from all liens and encumbrances, and all amounts owing contractor have
been paid in full. All lien waivers from the contractor and subcontractors are attached.

IN WITNESS WHEREOF, the hereto, hereunto sets his hand and seal this _____
day of _____, 20____.

(FIRM NAME)

By _____

Subscribed and sworn to before me this _____ day of _____, 20____

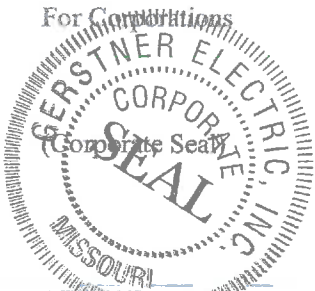
Notary Public

My commission expires on: _____

Janis Kury

being duly sworn in oath deposed and states:

- I. That in connection with this procurement,
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
 - b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- II. The undersigned further states:
 - a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
 - b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.
- III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).
- IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.



GERSTNER ELECTRIC, INC.
 (NAME, INDICATE IF CORPORATION,
 PARTNERSHIP OR SOLE PROPRIETOR)

Vice President
 (OFFICE HELD IN BIDDER
 ORGANIZATION)

ATTEST *Maria Behrnt* Secretary

By *Janis Kury*

Subscribed and sworn to before me this 17th day of September, 20 19

Cheryl Gabrian
 Notary Public

My commission expires on: February 14, 2023



Exhibit A

Affidavit of Work Authorization

Comes now Janis Kury (name) as Vice President (office held) first being duly sworn, on my oath, affirm Gerstner Electric, Inc. (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to **Traffic Signal and Street Lighting Maintenance and Repair Service** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Gerstner Electric, Inc. (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **Traffic Signal and Street Lighting Maintenance and Repair Service** for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Janis Kury
Signature

Janis Kury
Printed Name

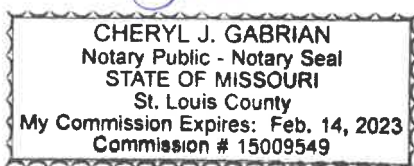
Vice President
Title

September 17, 2019
Date

Subscribed and sworn before me the 17th day of September, 2019. I am commissioned as a notary public within the county of St Louis. State of Missouri, and my commission expires on February 14, 2023.

Cheryl J. Gabrian
Signature of notary

September 17, 2019
Date



Hold Harmless Agreement

To the fullest extent permitted by law, Gerstner Electric, Inc., hereafter referred to as Contractor, agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers, invitees, lessees and employees from and against any and all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

Pursuant to the requirements of the bid and contract for Traffic Signals and Street Lighting Maintenance and Repair Services, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. Contractor agrees that CITY shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement shall not constitute a

waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

GERSTNER ELECTRIC, INC.

NAME OF FIRM/CONTRACTOR

BY: Janis Kury
NAME JANIS KURY

Vice President

POSITION

September 17, 2019

DATE

AFFIDAVIT

By means of the attached Missouri Drivers License, I swear that I am a U.S. Citizen, a legal permanent resident of the U.S. and am otherwise lawfully present in the U.S. pursuant to federal law.

Janis Kury Foertmeyer
Janis Kury Foertmeyer

Subscribed and sworn before me in Fenton,
Missouri on September 17, 2019.

Cheryl Gabrian (Notary)

CHERYL J. GABRIAN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Feb. 14, 2023
Commission # 15009549



CONFIDENTIAL: This document is for the exclusive use of the City of Arnold and contains confidential, or privileged information. Any use, copying, disclosure, dissemination, or distribution is strictly prohibited.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gerstner Electric Inc.

2400 Cassens Dr.
Fenton, MO 63026

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 North Franklin Street, 17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Arnold

2101 Jeffco Blvd.

Arnold, MO 63010

BOND AMOUNT: Ten Percent of Amount Bid Not to Exceed \$30,000.00

PROJECT:

(Name, location or address, and Project number, if any)

Traffic Signal & Street Lighting Maintenance and Repair Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of September, 2019

Gerstner Electric Inc.

(Principal)



(Witness)


(Title) Vice President

Western Surety Company

(Surety)

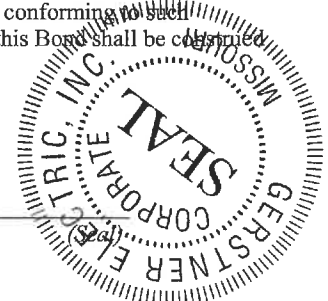
(Seal)



(Witness)


(Title)

Theresa A. Hunziker, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Trudy Whitrock, Don K Ardolino, Theresa A Hunziker, Gregory L Stanley, Joel Karsten, Brandi L Bullock, Kim Connell, Timothy E Griffin, Cindy Rohr, Christopher J OHagan, Karen Spekhals, Individually

of Saint Louis, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

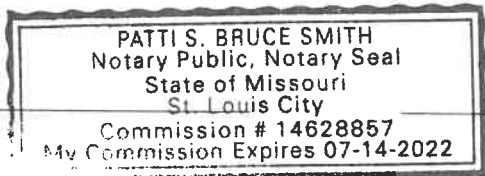
STATE OF MISSOURI

COUNTY OF CITY OF ST. LOUIS

On SEPTEMBER 17, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared THERESA A. HUNZIKER known to be to be Attorney-in-Fact of WESTERN SURETY COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal, the day and year stated in this certificate above.

My Commission Expires:



Patti S Bruce Smith
Notary Public

same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17TH day of SEPTEMBER, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Reinhold
Electric

BID FORM

CITY OF ARNOLD

JEFFERSON COUNTY, MISSOURI

TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE AND REPAIR
SERVICES

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated Sept 17, 2019 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE AND REPAIR SERVICES as all required by and in strict conformance with the Bid Specifications and addenda No. 1 to inclusive at the unit & lump sum prices listed herein.

Lump Sum & Unit Price Bid to undertake and provide all necessary equipment, materials, and labor for the Traffic Signal and Street Lighting Maintenance Repair Services unit including all excavation, piping, mechanical work, electrical work, and all other necessary work to provide a complete and satisfactory job.

October 01, 2019 to September 30, 2020

<u>ITEM.</u>	<u>DESCRIPTION</u>	<u>SERVICE COST</u>
1.	Traffic Signal Scheduled Preventive Maintenance once Per Year	\$ <u>2400.00</u> lump sum
2.	Traffic Signal/Lights & Street Lights Same Day Service	\$ <u>110.00</u> rate per hour
3.	Traffic Signal/Lights & Street Lights Same Day Service (Weekend, Holiday, After Normal Hours)	\$ <u>170.00</u> rate per hour
4.	Traffic Signal/Lights & Street Lights Two Hour Response Time or Less (Emergency 1-24 hrs/7 days per week)	\$ <u>170.00</u> rate per hour

The Contractor shall list below the rate per hour of any equipment required to perform the specified work with operator.

Type of Equipment Bucket truck \$ 0.00 per hour
 _____ \$ _____ per hour
 _____ \$ _____ per hour

The Contractor shall list below the cost for typical material / parts that may be required but not necessarily limited to: Including labor cost to install

Materials: Any materials we supply will be plus 15% ? Cost / Unit
 _____ \$ _____ / _____
 _____ \$ _____ / _____
 _____ \$ _____ / _____

5. Underground service locates for excavations \$ 330.00 / location.

October 01, 2020 to September 30, 2021

<u>ITEM.</u>	<u>DESCRIPTION</u>	<u>SERVICE COST</u>
1.	Traffic Signal Scheduled Preventive Maintenance once Per Year	\$ <u>2400.00</u> lump sum
2.	Traffic Signal/Lights & Street Lights Same Day Service	\$ <u>110.00</u> rate per hour
3.	Traffic Signal/Lights & Street Lights Same Day Service (Weekend, Holiday, After Normal Hours)	\$ <u>170.00</u> rate per hour
4.	Traffic Signal/Lights & Street Lights Two Hour Response Time or Less (Emergency 1-24 hrs/7 days per week)	\$ <u>170.00</u> rate per hour

The Contractor shall list below the rate per hour of any equipment required to perform the specified work with operator.

Type of Equipment Bucket Truck \$ 0 per hour
 _____ \$ _____ per hour
 _____ \$ _____ per hour

The Contractor shall list below the cost for typical material / parts that may be required but not necessarily limited to: Including labor cost to install.

Materials: Any materials we supply will be plus 15% ? Cost / Unit
 _____ \$ _____ / 86.25
 _____ \$ 28.25 ? / _____
 _____ \$ _____ / _____

5. Underground service locates for excavations \$ 330.00 / location.

October 01, 2021 to September 30, 2022

<u>ITEM.</u>	<u>DESCRIPTION</u>	<u>SERVICE COST</u>
1.	Traffic Signal Scheduled Preventive Maintenance once Per Year	\$ <u>2500.00</u> lump sum
2.	Traffic Signal/Lights & Street Lights Same Day Service	\$ <u>113.00</u> rate per hour
3.	Traffic Signal/Lights & Street Lights Same Day Service (Weekend, Holiday, After Normal Hours)	\$ <u>175.00</u> rate per hour
4.	Traffic Signal/Lights & Street Lights Two Hour Response Time or Less (Emergency 1-24 hrs/7 days per week)	\$ <u>175.00</u> rate per hour

The Contractor shall list below the rate per hour of any equipment required to perform the specified work with operator.

Type of Equipment	<u>Bucket truck</u>	\$ <u>0</u> per hour
		\$ _____ per hour
		\$ _____ per hour

The Contractor shall list below the cost for typical material / parts that may be required but not necessarily limited to: Including labor cost to install.

Materials:	Cost	/ Unit
<u>Any materials will be plus 15%</u>	\$ <u>?</u>	/
	\$ _____	/
	\$ _____	/

5. Underground service locates for excavations \$ 340.00 / location.

RESOLUTION NO: 19-54

A RESOLUTION APPOINTING CHAD MILLER AS AN ALTERNATE TO
THE BOARD OF APPEALS FOR A ONE-YEAR TERM.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Chad Miller is hereby appointed to the Board of Appeals to serve as an Alternate for a One-Year Term that will expire on October 1, 2020 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Z:\CITYDOCS\RESOLUTN\2019\19-54 Appointing Chad Miller Board of Appeals 2019.doc

Z:\CITYDOCS\RESOLUTN\2019\19-25 Appointing Nick Ferrario to the Beautification Commission 2019.doc
Monday, September 30, 2019

RESOLUTION NO. 19-55

A RESOLUTION EXPRESSING SUPPORT FOR A TASK FORCE TO
EVALUATE SCHOOL SAFETY IN THE CITY OF ARNOLD.

WHEREAS, school safety is increasingly a critical issue as more and more violent incidents occur in our nation's schools; and

WHEREAS, recognizing this, Missouri Governor Mike Parson commissioned a report on school safety in Missouri; and

WHEREAS, after reviewing the report Arnold Mayor Ron Counts is proposing a partnership between the City and the Fox C-6 School District to create a school safety task force;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that:

Section 1. The City Council believes that school safety is a vitally important issue for the Arnold community and is hereby expressing its support for the school safety task force proposed by Mayor Counts.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____