

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ARAMARK TO PROVIDE UNIFORMS FOR PUBLIC WORKS EMPLOYEES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS:

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the contract with Aramark to provide uniforms for Public Works Employees.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed seven thousand one hundred eleven dollars (\$7,111.00).

Section 3. That the Board of Aldermen agrees to the terms and conditions as set out in the attached contract identified as Aramark Uniform Services and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

READ FIRST TIME: January 22, 2015

READ SECOND TIME: January 22, 2015

I hereby certify that the above Ordinance No. 15.09 was duly passed on January 22, 2015 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:


Ayes:	6	Nays:	0
Abstain:	0	Absent:	0


This Ordinance is hereby transmitted to the Mayor for her signature.

January 22, 2015


Date

Approved as to form:

  
Diann Warner, City Clerk

  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.09.

  
Penny Lyons, Mayor

January 22, 2015

Date

ATTEST:

  
Diann Warner, City Clerk



**SERVICE AGREEMENT**

CUSTOMER NO. \_\_\_\_\_

PAGE NO. \_\_\_\_\_

Service to ("Customer"): **CITY OF OSAGE BEACH**  
 \_\_\_\_\_ 5757 Chapel Drive  
 Service Address  
**OSAGE BEACH** MO 65065  
 City State Zip Code

Bill to: \_\_\_\_\_ City of Osage Beach  
 \_\_\_\_\_  
 Billing Address 1000 City Parkway  
 \_\_\_\_\_ Osage Beach, MO 65065  
 City State Zip Code

**GARMENTS AND SERVICES ORDERED:**

No. of Units	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or charge)	FREQUENCY	STANDARD COST (per item per week)	REPLACEMENT CHARGE (PER ITEM)
20	SS HI VIS WORK SHIRT	11	5	\$0.14	ITEM	WKLY	0	\$59.00
20	LS HI VIS WORK SHIRT	11	5	\$0.14	ITEM	WKLY	0	\$59.00
20	100% COTTON JEAN	11	5	\$0.25	ITEM	WKLY	0	\$28.00

**ALLIED MERCHANDISE AND SERVICES ORDERED:**

MERCHANDISE	QUANTITY	RATE PER ITEM	FREQUENCY	MINIMUM RENTAL PERIOD	STANDARD MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
STANDARD 4 X 6 MAT	4	\$2.60	WKLY	50%	N/A	\$85.00
STANDARD 3 X 10 MAT	8	\$3.50	WKLY	50%	N/A	\$95.00
3 X 5 SCRAPER MAT	1	\$0.95	WKLY	100%	N/A	\$95.00

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered

ARAMARK Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for ~~60~~ <sup>36</sup> consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. ~~Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.~~ <sup>36</sup> ~~64~~

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page



**Customer Information Sheet (CIS)**

CUSTOMER NAME CITY OF OSAGE BEACH

CUSTOMER NO. \_\_\_\_\_

PAGE NO. \_\_\_\_\_

CONTACT NAME: Nick Edelman

CONTACT TITLE: Public Works Director

Reason For CIS:  New Customer  Add Allied Products  Add Other Charges

ALLIED MERCHANDISE AND SERVICES ORDERED:						
ITEM	QUANTITY	UNIT PRICE	TOTAL	DESCRIPTION	DATE	STATUS

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

**Additional Services and Charges:**

- YES N/A
- Preparation Charge \$0.00 per Garment
  - Service Charge \$0.00 per Week
  - Extra Suit Charge \$0.00 per Wearer
  - Special Merchandise (if yes, see Special Merchandise Addendum)
    - Direct Embroidered
    - Other
  - Emblem Description
    - Name Emblem Unit Price \$0.00
    - Company Emblem Unit Price \$0.00
    - Other
  - Emblem Color: Name: \_\_\_\_\_ Company: \_\_\_\_\_
  - Emblem Type/Style: Embroidered:  Silk Screen:  Image Print:
  - Other Charges/Services: \_\_\_\_\_

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL

**General:**

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:
 

Waist Sizes	44" and above	Chest Sizes	62" and above
Inseam Length	28" and below; 35" and above	Alpha Sizes	2XL and above
Neck Sizes	15" and above	Women's Sizes	Size 18 and above
Sleeve Length	35" and above	All "Long" Body Sizes	Any Garment

*Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.*
- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

PRINT CITY OF OSAGE BEACH

Name of Customer

Customer Phone Number

573-302-2020

CARL LETNER - ACCOUNT EXECUTIVE

ARAMARK Representative Name & Title

Date \_\_\_\_\_

PRINT \_\_\_\_\_

Name & Title of Customer Contact

Signature - ARAMARK Representative

Penny Lyons, Mayor

01/22/2015

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Signature of Authorized Customer Representative

Signature - ARAMARK General Manager

CIS (8/12)

**TERMS AND CONDITIONS (continued)**

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initiated below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

\_\_\_\_ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

**Service Guaranty:** Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements

By signing below Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement

CITY OF OSAGE BEACH  
 Name of Customer \_\_\_\_\_  
 Customer Phone Number 573-302-2020  
 Name & Title of Customer Contact Nick Edelman  
 By Penny Lyons Date 01/22/15  
 Signature of Authorized Customer Representative \_\_\_\_\_

upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

ARAMARK Uniform Services, a division of ARAMARK Uniform & Corcor Apparel, LLC

CARL LETNER - ACCOUNT EXECUTIVE  
 ARAMARK Representative Name & Title

Signature - ARAMARK Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature - ARAMARK General Manager \_\_\_\_\_ Date \_\_\_\_\_



2400 P. Lane Dr Lexington, KY 40509  
 Telephone: (606) 424-0123 Fax: (761) 123-0000  
 E-mail: [customerservice@aramark.com](mailto:customerservice@aramark.com)

To expedite account processing, please fill out all **required** information on the cover page, as well as below, and **sign** the application

*Name of Business: City of Osage Beach		*DUNS Number:	
*Trade Name:		Date Business Started:	
*Street Address: 1000 City Parkway	*City: Osage Beach	*State: MO	*Zip Code: 65065
*Telephone Number: (73) 302-2000		*Fax Number: ( )	
*Check Legal Status: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP		*Email Address:	
Do you have an existing account with another ARAMARK line of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		*Estimated Monthly Sales:	
If so, please provide the following information: Account Number		City and State of ARAMARK location:	
		ARAMARK telephone number:	

The Undersigned hereby makes this application for credit to ARAMARK Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

**TERMS AND CONDITIONS OF SALE:** The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns may be subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be accessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

\_\_\_\_\_  
 Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

JANUARY 22, 2015

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

<b>For Office Use Only:</b>	
Market Center Number:	Customer ID(s):
Date Submitted:	