

## City of Arnold, Missouri

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City Council  
Council Chambers

February 1, 2018  
7:00 p.m.

### Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Gary Plunk – Councilman Ward 4
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
  - A. Regular Minutes **January 18<sup>th</sup>, 2018**
  - B. Payroll Warrant **#1282 in the Amount of \$310,569.95**
  - C. General Warrant **#5707 in the Amount of \$530,189.29**
6. Ordinances:
  - A. **Bill No. 2686:** An Ordinance Providing for the Assignment of Certain Rights Held by the City to Its Workers' Compensation Carrier.
7. Resolutions:
  - A. **Resolution No. 18-03:** A Resolution Authorizing the City Administrator to Execute Change Orders not to Exceed \$97,000 with the JM Marscuetz Construction Co., Inc. to Undertake the NID Infrastructure Improvements Project for Maxville Gardens Subdivision through an NID Process for the City of Arnold.
  - B. **Resolution No. 18-05:** A Resolution Appointing Chas Rymer to the Parks & Leisure Service Advisory Commission to Complete an Unexpired Term.
  - C. **Resolution No. 18-06:** A Resolution Authorizing the Mayor to Enter into A Contract with America's Parking Remarketing, Inc. to Provide Construction Services for the Street and Parking Lot Striping Project for the City of Arnold.
  - D. **Resolution No. 18-07:** A Resolution Authorizing the Mayor to Enter into a Contract with Fund Ways of Missouri for Tents used During the Annual

Arnold Days Festival.

- E. **Resolution 18-08:** A Resolution Authorizing the Mayor to Enter into a Contract with Warren Sign Company for the Fabrication and Installation Of the Jim Edwards Archery Park Sign.

8. Motion:

- A. 18-01 Conditional Use Permit (Woodlands Retirement Community).
- B. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Real Estate and Personnel Pursuant to RSMo Section 610.021 (2) and (3).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

**Next Regular City Council Meeting February 15, 2018 @ 7:00 p.m.**  
**Next Work Session February 8, 2018 at 7:00 p.m.**

Mayor Ron Counts called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was recited.

Pastor Pat Krepps from Home Church offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, McArthur, Fleischmann, Owens, Sullivan, Plunk, Cooley, Hood, Fulbright, Richison, Holden, Sweeney, Brown, Blattner, Kroupa and Chief Shockey.

### **BUSINESS FROM THE FLOOR**

Tom Dohack, 105 Pistis – Stated he is a Trustee for Maxville Gardens Subdivision and is against Resolution 18-03 regarding authorization for the City Administrator to execute change orders with JM Marchuetz for the NID project. Mr. Dohack believes trustees should review and approve any type of change orders before council approves them.

Mike Evans, 509 Hannah Way – Would like to see Republic Services offer some type of rebate on trash fees for veterans, low income homes and seniors.

Joe Flannigan, Elsberry, MO – Stated he is at the meeting representing the owners of 607 Christ Drive, Mr. and Mrs. Pridy. They believe they meet all criteria set to be able to sell the property as a 4 family unit.

John Thomas, 3142 Arnold Tenbrook – Stated his mother owns 600 Christ. They do not want the Conditional Use Permit to be approved at 607 Christ Drive.

Vicki Shoults, 627 Dornseif – Stated she does not want the Conditional Use Permit to be approved for 607 Christ. The owners do not keep quality tenants in the building and she does not believe it should have ever been allowed to become a 4 family unit.

Carol Talley, 618 Dornseif – Stated she is against the Conditional Use Permit for 607 Christ. She stated that over the years there have been many complaints about the property.

Susan Blust, 608 Christ – Lives directly across from 607 Christ and stated that even though the new owners could fix up the property, that doesn't guarantee the types of people they will rent to.

Patrick Sanfilippo, 617 Dornseif – Stated he is against the Conditional Use Permit being approved. He always has trash issues with the renters and people on his property at all hours of the day. There are also cars coming and going all the time there.

Conrad Marsala, 630 Dornseif – Stated he is against the Conditional Use Permit being approved. He assisted in acquiring signatures for the petition that was submitted to the City. He doesn't see how it could be approved when all the residents in the area are against it.

## **CONSENT AGENDA**

- A. MINUTES FROM DECEMBER 21, 2017 MEETING**
- B. PAYROLL WARRANT NO. 1280 IN THE AMOUNT OF \$265,816.69**
- C. PAYROLL WARRANT NO. 1281 IN THE AMOUNT OF \$285,898.50**
- D. GENERAL WARRANT NO. 5705 IN THE AMOUNT OF \$892,757.42**
- E. GENERAL WARRANT NO. 5706 IN THE AMOUNT OF \$555,019.59**

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

## **ORDINANCES**

**BILL NO. 2683 – AN ORDINANCE PROVIDING FOR AN ADJUSTMENT TO THE FISCAL YEAR 2018 GENERAL FUND BUDGET TO PROVIDE FUNDING FOR TWO ADDITIONAL POLICE OFFICERS** was read twice by City Clerk Tammi Casey. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

**BILL NO. 2684 – AN ORDINANCE ALLOWING THE “2018 SHOW-ME GREEN SALES TAX HOLIDAY” TO APPLY TO THE LOCAL SALES TAX OF THE CITY OF ARNOLD BETWEEN APRIL 19<sup>TH</sup> AND APRIL 25<sup>TH</sup>, 2018** was read twice by City Clerk Tammi Casey. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

**BILL NO. 2685 – AN ORDINANCE CALLING A PUBLIC ELECTION SUBMITTING, TO THE QUALIFIED VOTERS OF THE CITY, A PROPOSITION AUTHORIZING THE COLLECTION OF A BUSINESS LICENSE FEE** was read twice by City Clerk Tammi Casey. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

## RESOLUTIONS

### **RESOLUTION NO. 18-01 – A RESOLUTION AUTHORIZING THE RENEWAL OF THE CITY’S PARTICIPATION IN THE MIRMA HEALTH INSURANCE POOL FOR CALENDAR YEAR 2018**

**Butch Cooley made a motion and so moved to approve Resolution No. 18-01.** Seconded by Jason Fulbright. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Resolution approved.**

### **RESOLUTION NO. 18-02 – A RESOLUTION APPOINTING AND RE-APPOINTING VARIOUS INDIVIDUALS TO SERVE ON DIFFERENT BOARDS WITH DIFFERENT EXPIRATION DATES**

**Vern Sullivan made a motion and so moved to approve Resolution No. 18-02.** Seconded by Gary Plunk. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Resolution approved.**

### **RESOLUTION NO. 18-03 – A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDERS NOT TO EXCEED \$97,000 WITH THE J M MARCHUETZ CONSTRUCTION COMPANY, INC TO UNDERTAKE THE NID INFRASTRUCTURE IMPROVEMENTS PROJECT FOR MAXVILLE GARDENS SUBDIVISION THROUGH AN NID PROCESS FOR THE CITY OF ARNOLD**

Discussion followed by council.

**Gary Plunk made a motion and so moved to TABLE RESOLUTION NO. 18-03 UNTIL THE FEBRUARY 1, 2018 MEETING.** Seconded by Butch Cooley. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

### **RESOLUTION NO. 18-04 – A RESOLUTION AUTHORIZING THE AMENDMENT TO RECREATION CENTER’S MEMBERSHIP RATES FOR JEFFERSON COUNTY FIRST RESPONDERS.**

**Jason Fulbright made a motion and so moved to approve Resolution No. 18-04.** Seconded by Gary Plunk. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Resolution approved.**

## MOTIONS

### **A. 2017-24 CONDITIONAL USE PERMIT FOR A FOUR (4) FAMILY AT 607 CHRIST DRIVE**

Mary Holden reminded council that if no action is taken tonight, the motion stands as was approved by the Planning Commission. The Planning Commission held a Public Hearing and considered this request at their January 9, 2018 meeting. Five residents spoke against the request and the property owners listing agent spoke in favor of approving the permit, on behalf of her client. The Planning Commission made a motion to approve the application and the motion failed with a final vote of 2 Yeas, 6 Nays and 1 Abstention. Since the Public Hearing the City has received two letters and a signed petition against the approval of the application.

**David Owens made a motion and so moved to deny 2017-24 Conditional Use Permit for a four (4) family at 607 Christ Drive.** Seconded by Butch Cooley. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

### **B. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING LITIGATION, REAL ESTATE AND PERSONNEL PURSUANT TO RSMo SECTION 610.021 (1) (2) (3).**

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

## REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

**Vern Sullivan – Ward 3 –** Welcomed Larry Otis to the Veterans Commission. Mr. Sullivan informed council that Mr. Otis was elected Chairman of the Commission, provided his appointment was approved tonight. Mr. Sullivan also informed council that the benefit concert at Rickman for Officer O'Connor raised \$22,000.

**Butch Cooley – Ward 4 –** Informed council that the Liquor Committee held a meeting earlier tonight and asked Mrs. Casey to provide a report. Mrs. Casey stated that Sport Cuts in Fox Valley has applied for a Retail Liquor by the Drink, Excluding Sunday Sales liquor license.

**Vern Sullivan made a motion and so moved to approve the liquor license application for Sport Cuts.** Seconded by Butch Cooley. Roll call vote: McArthur, yes; Fleischmann, yes; Owens, yes; Sullivan, yes; Plunk, yes; Cooley, yes; Hood, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

**David Owens – Ward 2** – Stated the business license issue is something that has needed updating for a long time. He is happy with the way the council and staff are moving forward and accomplishing tasks.

**Mark Hood – Ward 3** – Wanted to let the residents know that council thought long and hard to make the right decision regarding 607 Christ Drive.

**Brian McArthur – Ward 2** – Stated he attended the benefit at the VFW for Officer O'Connor and it went very well.

#### **ADMINISTRATIVE REPORTS**

**Bryan Richison** – Informed council that he has interviewed several people for the Finance Director position and will be bringing back two candidates for a panel interview.

**Chief Shockey** – Thanked Vern Sullivan and the Arnold Police Department's wives for the benefits that were held for Officer O'Connor. Between the two events \$57,000 has been raised for the family.


Mayor Counts announced a ten minute recess before going into closed session.

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Closed session ended at 8:35 p.m.

A motion to adjourn the meeting was made by Vern Sullivan. Seconded by Butch Cooley. Voice vote: All yeas.

Meeting adjourned at 8:35 p.m.

  
City Clerk Tammi Casey, MRCC

**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

**MEETING:** REGULAR

**DATE:** 1/18/2018

**PAGE:** 1

**BILL NO - RESOLUTION - MOTION**

**COUNCIL MEMBERS:**

**MAYOR** RON COUNTS

**COUNCIL:** BRIAN MCARTHUR

**COUNCIL:** EJ FLEISCHMANN

**COUNCIL:** DAVID OWENS

**COUNCIL:** VERN SULLIVAN

**COUNCIL:** GARY PLUNK

**COUNCIL:** BUTCH COOLEY

**COUNCIL:** MARK HOOD

**COUNCIL:** JASON FULBRIGHT

**CITY ADMINISTRATOR** BRYAN RICHISON

**CITY CLERK** TAMMI CASEY

**COM DEV** MARY HOLDEN

**CITY ATTORNEY** BOB SWEENEY

ROLL CALL	CONSENT AGENDA	BILL NO. 2683	BILL NO. 2684	BILL NO. 2685	RESOLUTION NO. 18-01
PRESENT					
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT					
PRESENT	<b>PARKS DIR:</b>		DICKIE BROWN		PRESENT
PRESENT	<b>PUBLIC WORKS:</b>		ED BLATTNER		PRESENT
PRESENT	<b>TREASURER:</b>		DAN KROUPA		PRESENT
PRESENT	<b>POLICE DEPT.</b>		CHIEF SHOCKEY		PRESENT





BILL NO. 2686

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE ASSIGNMENT OF CERTAIN RIGHTS HELD BY THE CITY TO ITS WORKERS' COMPENSATION CARRIER.

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

Section 1. Notwithstanding any prior agreements or any ordinance to the contrary, the City of Arnold transfers any and all rights and obligations afforded by 287.140 and 287.140.10 to the Missouri Intergovernmental Risk Management Association (MIRMA) for any workers' compensation claims for which MIRMA has an obligation to provide coverage to the City of Arnold and indemnity or benefits to any past, current or former employee(s) of the City of Arnold pursuant to Chapter 287 RSMo or any policy of workers' compensation coverage. The assignment of rights to MIRMA afforded by this ordinance, including, but not limited to selection of the healthcare provider(s) will remain in force for any workers' compensation claim currently open and newly reported during the City's period of membership, or until this agreement is revoked. Should this ordinance be repealed or this agreement terminated, any assignment of rights addressed herein shall survive such repeal or termination for any and all claims reported to MIRMA prior to such repeal or revocation. Should the City of Arnold choose to assert any right which has been transferred to MIRMA, it shall be obligated to reimburse MIRMA for any losses suffered as a result of medical expenses paid by MIRMA on behalf of an employee that is receiving benefits under a policy of workers' compensation coverage between MIRMA and the City of Arnold for treatment that is not received by the injured worker as a result of the City of Arnold's selection of medical care.

Section 2. This ordinance shall be in full force and effect from and after its passage.

READ TWO TIMES, PASSED AND APPROVED THIS 1ST DAY OF FEBRUARY 2018.

\_\_\_\_\_  
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

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

AGENDA ITEM

**7 A**

**NAME OF TOPIC/PROJECT:** A resolution authorizing the City Administrator to execute change orders with the JM Marschuetz construction company to undertake the corrective work in the Maxville subdivision per an NID with the subdivision residents not to exceed \$97,000 as may be required to correct all subdivision infrastructure deficiencies.

**SUMMARY EXPLANATION:** This resolution authorizes the City Administrator to execute change orders with the JM Marschuetz construction company to undertake street, sidewalk, sidewalk ADA ramps not planned for, storm and sanitary sewer work as part of an NID and bring the subdivision up to City standards as a result of the developer defaulting on those improvements.

**RECOMMENDED ACTION:** Approval.

**Why is this action necessary?** The City Council must approve this special change order procedure for this NID project.

**What does this action accomplish?** Correct contractor infrastructure deficiencies remaining in the subdivision.

**Positive impacts and to whom?** All the residents of the Maxville subdivision.

**Negative impacts and to whom?** None.

**ADDITIONAL COMMENTS:** All work will be done through the NID process where tax assessments will be levied against the home owners to pay the City back for the cost of the work.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** JM Marschuetz Construction Co. **Previous city contracts:** yes

**Transaction amount:** \$97,000 **MBE/WBE Participation:** NA

**Transaction type:** Special Change Order authorization

**Comments:**

**SUMMARY OF SELECTION PROCESS**

**Number of bidders:** eight/base bid **Low bid:** \$140,231 **High bid:** \$319,831

**Comments:** The JM Marschuetz Construction Company is a qualified contracting firm capable of undertaking this project.

**SUMMARY OF BUDGET/COST**

**Budgeted amount:    \$190,000**

**Addl. funding required:   not at this time**

**Comments:**

RESOLUTION NO: 18-03

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDERS NOT TO EXCEED \$97,000 WITH THE JM MARSCUETZ CONSTRUCTION COMPANY, INC. TO UNDERTAKE THE NID INFRASTRUCTURE IMPROVEMENTS PROJECT FOR MAXVILLE GARDENS SUBDIVISION THROUGH AN NID PROCESS FOR THE CITY OF ARNOLD.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the City Administrator be, and is hereby authorized to execute change orders not to exceed \$97,000 with the JM Marschuetz construction company to undertake the NID infrastructure improvements for Maxville Gardens through an NID process for the City of Arnold.

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

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Presiding Officer of the City Council

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Mayor Ron Counts

ATTEST:

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City Clerk Tammi Casey

Date: \_\_\_\_\_

Exhibit A  
Contract Agreement

THIS AGREEMENT, made and concluded this 22nd day of December 2017, by and between J.M. Marschuetz Construction Co. hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on December 21, 2017, and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidental to the furnishing of all material, equipment, and labor to undertake the MAXVILLE GARDENS SUBDIVISION PROJECT in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

Work on the MAXVILLE GARDENS SUBDIVISION PROJECT must begin on January 1, 2017 and shall be carried on at a rate to secure its full completion by May 31, 2018. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Public Works Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

**Article 3. CONTRACT PRICE:**

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on Contractor's bid of October 31, 2017 attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the MAXVILLE GARDENS SUBDIVISION PROJECT.

Quantities may be added or deleted at any time during the contact. This contract is based on a quantity at a unit cost.

The above unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

**Article 4. PAYMENTS TO CONTRACTOR:**

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered

as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

**Article 5. GUARANTEE:**

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

**Article 6. INSURANCE:**

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

**Article 7. STATUTORY AND REGULATORY COMPLIANCE:**

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

285.530 RSMo: Work Authorization  
292.675 RSMo. OSHA Training.  
RSMo. 34.353 et seq. American Products.  
290-210 Prevailing Wage

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

**Article 8. THE CONTRACT DOCUMENTS:**

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, the Bid, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

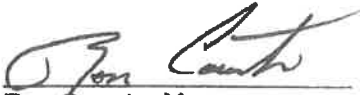
**SIGNATURES ON NEXT PAGE**




CONTRACT SIGNATURES

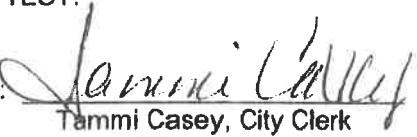
CITY OF ARNOLD  
2101 Jeffco Blvd.  
Arnold, Missouri 63010

Contractor: J.M. Marschuetz  
Construction Company  
Contractor Address:  
15 Truitt Drive  
Eureka, MO 63025

By:   
Ron Counts, Mayor

By:   
Signature

Title President

ATTEST:  
By:   
Tammi Casey, City Clerk

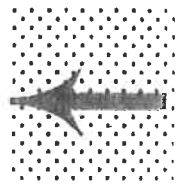
By:   
Signature

Title Contract Administrator

12/21/17  
Date


1/2/18  
Date

636-938-3600  
Telephone No.



(SEAL)

APPROVED AS TO FORM:

  
City Attorney

ATTACHMENT A  
BID PROPOSAL FORM

CITY OF ARNOLD, MISSOURI

MAXVILLE GARDENS SUBDIVISION STREET AND SIDEWALK SLAB  
REPLACEMENT AND NEW CONSTRUCTION PROJECT

TO: CITY OF ARNOLD  
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated October 6, 2017 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and any/all material plus perform all work necessary for undertaking the MAXVILLE GARDENS PROJECT as all required by and in strict conformance with the Bid Specifications and addenda No. — to — inclusive at the unit & lump sum prices listed herein.

UNIT PRICES

- Item No. 1 Breakout, remove, form, and replacement of designated 6" depth street pavement (6 sack mix).  
(\$ 47.50 ) per sq. yd. X 1,317.sq. yds = \$ 62557.50
- Item No. 2 Saw cutting of existing street and sidewalk slabs as necessary for clean section removal.  
(\$ 1.65 ) per lin. ft. X 900 feet = \$ 1485.00
- Item No. 3 Breakout, remove, install dowels, form, and replace vertical curb section (6 sack mix)  
(\$ 18.25 ) per lin. ft. X 4 feet = \$ 73.00
- Item No. 4 Breakout, remove, form, replacement of designated 4" depth sidewalk pavement (6 sack mix).  
(\$ 65.00 ) per sq. yd. X 8.44 sq. yds. = \$ 548.60
- Item No. 5 Excavate, remove earth spoil, form, pour new 4" depth sidewalk pavement (6 sack mix).  
(\$ 49.00 ) per sq. yd. X 660 sq. yds. = \$ 32340.00
- Item No. 6 Limestone Granular Fill – 1" clean crushed rock for slab subgrade areas and sewer work as needed.  
(\$ 12.50 ) per ton X 330 tons = \$ 4125.00

Addendum "A"

Item No. 7 Across 1705 Karpos - Add riser to structure storm MH #60 to bring manhole to grade.  
 (\$ 1000.00 ) x lump sum = \$ 1000.00

Item No. 8 Detention Basin #1 - clean out ditch between storm sewer pipes.  
 (\$ 3900.00 ) x lump sum = \$ 3900.00

Item No. 9 2045 Agape - storm Manhole# 82 is buried\*. Raise to grade. We estimate structure is buried two (2) feet.  
 (\$ 1100.00 ) x lump sum = \$ 1100.00

Item No. 10 Behind 2022 Agape - storm Manhole #49 not found\*. Find, excavate, and raise structure to ground surface. We estimate structure is buried one foot.  
 (\$ 1000.00 ) x lump sum = \$ 1000.00

Item No. 11 2008 Agape - Curb storm inlet #63 - Failed sidewalk adjacent to curb inlet remove and replace.  
 (\$ 500.00 ) x lump sum = \$ 500.00

Item No. 12 2045 Agape - storm Manhole #81. Believe manhole top is buried 1.83 feet\* below surface. Locate and raise to grade plus fine grade.  
 (\$ 1100.00 ) x lump sum = \$ 1100.00

Item No. 13 2038 Agape Manhole #80. Believe manhole tip is buried 0.42 feet\* below surface. Locate raise to grade plus fine grade.  
 (\$ 500.00 ) x lump sum = \$ 500.00

Item No. 14 Street sign work:  
 a. Install one 20 MPH speed Limit sign 330.50  
 b. Install one No Outlet sign 330.50  
 c. Install one street Name sign 330.50  
 d. Install twenty (20) No Parking Signs 330.50 x 20 = 6610.00  
 Subtotal for Item No. 14 \$ 7601.50

Item No. 15 1711 Karpos - Manhole#113 sanitary is buried 0.67 feet\* deep. Raise to Grade and clean out debris in manhole bottom.  
 (\$ 500.00 ) x lump sum = \$ 500.00

"A" - CONT.



\*Applies to all buried existing storm or sanitary sewer manhole structures. The listed bid item provides for an estimated manhole buried depth. The following requested unit prices are for varying depths that may be encountered. All lump sum bid prices shall be complete to provide all labor, equipment, St. Louis MSD approved materials and construction methods, yard restoration and all other necessary work to raise the manhole structure to finish grade with allowance to depth of structure greater than the listed bid item depth or square yards of pavement removal.

## Unit prices for manhole / inlet buried depth (Raise to Grade)

a. Two to Three feet in depth	\$ <u>400.00</u>	/ft.
b. Over three feet to four feet in depth	\$ <u>600.00</u>	/ft.
c. Over four feet in depth	\$ <u>800.00</u>	/ft.

## Bid Alternate Unit Prices

- MSD Class A rock excavation \$ 150.00 / cubic yard.
- MSD Class B rock excavation \$ 150.00 / cubic yard.
- New MSD manhole / inlet construction all complete:
  - Four to six feet depth \$ 300.00 /ft.
  - Greater than six feet to eight feet depth \$ 350.00 /ft.
  - Greater than eight feet to twelve feet depth \$ 400.00 /ft.
  - Greater than twelve feet in depth \$ 500.00 /ft.
- Hand excavation for yard sprinklers and irrigation systems as authorized by the City. (\$ 100.00 ) per lin. ft.
- Concrete Driveway Pavement Replacement Unit price:  
Sawcut, breakout, remove, and pour back to match as close as possible existing driveway pavement for manhole raise to grade. Pavement depth to match existing depth no less than 4 inch depth and no greater than 6 inch depth. (\$ 65.00 ) per square yard.
- Should a pavement lug be encountered, provide a lump sum price to sawcut, chip, hammer, breakout the lug to a depth to allow the new street slab to pour over it. Reuse reinforcing steel wherever encountered. Lump sum price should include all labor, equipment and material.

(\$ 2,500.00) x lump sum =\$ 2500.00

"A" - CONT

J.M. Marschuetz Construction Co

Project References

<u>Project Name</u>	<u>Project Location</u>	<u>Project Description</u>	<u>Project Amount</u>	<u>Project Contact</u>
City of Manchester Selective Slab Replacement	City of Manchester	Remove and Replace Selective Slabs all over City limits	\$900,000.00	Bob Ruck 636-227-1385
St. Charles County Selective Slab Replacement	St. Charles County	Remove and Replace Selective Slabs all over City limits	\$600,000.00	Nathan Tomala 636-949-7500
City of Bridgeton Slab Replacement	City of Bridgeton	Remove and Replace Selective Slabs all over City limits	\$750,000.00	Brian Peterson 314-739-7500
City of Maryland Heights Selective Slab Replacement	City of Maryland Heights	Remove and Replace Selective Slabs all over City limits	\$900,000.00	Cliff Baber 314-291-6550
City of Lake St. Louis Concrete Panel Replacement Program	City of Lake St. Louis	Remove and Replace Selective Slabs over City Limits	\$850,000.00	Terry Rigdon 636-695-4221
***Many more can be provided upon request. We have been doing this type of work for over 25 years.				

"A" - CONT.

 **AIA** Document A310™ - 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

J.M. Marchuetz Construction Co.

15 Truitt Drive  
Eureka, MO 63025

**OWNER:**

*(Name, legal status and address)*

City of Arnold  
2101 Jeffco Blvd  
Arnold, MO 63010

**BOND AMOUNT: \*\*\* TEN PERCENT OF AMOUNT BID \*\*\***

**SURETY:**

*(Name, legal status and principal place of business)*

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196

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.

**PROJECT:**

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

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 **31st** day of **October**, **2017**

  
*(Witness)*

J.M. Marchuetz Construction Co.


  
*(Principal) Vice President*

*(Seal)*

*(Title)*

Fidelity and Deposit Company of Maryland

*(Surety)*



*(Seal)*

*(Title)*

Thomas O. Chambers, Attorney-in-Fact

"A" - CONT.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Thomas O. CHAMBERS and Todd SCHAAP, both of Franksville, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of July, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*  
*Assistant Secretary  
Dawn E. Brown*

*Michael Bond*  
*Vice President  
Michael Bond*

State of Maryland  
County of Baltimore

On this 12th day of July, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019




STATE OF WISCONSIN )

COUNTY OF **Kenosha** )

ON THIS 31st day of October, 2017,

before me, a notary public, within and for said County and State, personally appeared \_\_\_  
**Thomas O. Chambers** to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
**Fidelity and Deposit Company of Maryland**, a corporation  
of **Maryland**, created, organized and existing under and  
by virtue of the laws of the State of **Maryland**; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said **Thomas O. Chambers** did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.

  
\_\_\_\_\_  
Kimberly S. Raach  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires 1/22/2018



"A"-CONT.

Maxville Gardens NID  
 Bid opening: October 31, 2017 1:00p.m.  
 Ed Blattner; Tom Palasio; Charlie Allen; Tammi Casey; Deb Lewis

8 bids received

Contractor Location	Byrne & Jones Constr St Louis, MO	Jokers Paving Festus, MO	Koceny Wagner Arnold, MO	JM Manshuetz Eureka, MD	Spencer Contracting Arnold, MO	AMCON Municipal O'Fallon, MD	CE Contracting St Genevieve, MO	RV Wagner St Louis, MO
1	121,228.85	97,458.00	205,452.00	62,557.50	77,703.00	53,077.42	112,603.50	90,214.50
2	3,150.00	4,050.00	4,590.00	1,485.00	2,700.00	4,590.00	8,100.00	3,150.00
3	120.00	800.00	504.00	73.00	200.00	200.00	1,235.00	188.00
4	913.63	2,532.00	5,047.12	548.60	759.60	633.00	3,080.60	844.00
5	53,011.00	47,520.00	38,940.00	32,340.00	34,755.60	37,290.00	45,540.00	40,260.00
6	5,692.50	8,580.00	9,570.00	4,125.00	11,418.00	6,600.00	13,330.00	9,900.00
7	1,985.00	400.00	864.00	1,000.00	1,800.00	700.00	740.00	2,108.00
8	not provided	5,500.00	2,517.00	3,900.00	300.00	5,000.00	1,520.00	2,360.00
9	1,985.00	1,500.00	1,022.00	1,100.00	2,000.00	1,500.00	1,430.00	1,700.00
10	1,985.00	1,700.00	1,022.00	1,000.00	3,500.00	750.00	1,410.00	2,560.00
11	3,420.00	1,000.00	3,456.00	800.00	750.00	1,200.00	650.00	750.00
12	2,115.00	950.00	1,022.00	1,100.00	3,000.00	1,500.00	1,430.00	2,225.00
13	980.00	950.00	864.00	500.00	2,900.00	700.00	740.00	1,800.00
14	890.00	3,750.00	2,252.00	7,601.50	4,600.00	6,900.00	9,940.00	6,325.00
15	1,985.00	1,100.00	1,211.00	300.00	2,000.00	700.00	1,930.00	1,900.00
16	1,985.00	1,100.00	1,370.00	1,000.00	1,800.00	975.00	1,940.00	2,166.00
17	1,985.00	1,100.00	1,370.00	500.00	1,800.00	850.00	1,930.00	2,166.00
18	1,985.00	1,100.00	1,370.00	500.00	1,800.00	850.00	1,500.00	2,500.00
19	1,850.00	1,100.00	1,211.00	350.00	750.00	500.00	920.00	500.00
20	980.00	1,100.00	1,370.00	500.00	1,800.00	700.00	1,280.00	1,700.00
21	1,850.00	800.00	687.00	350.00	750.00	375.00	540.00	375.00
22	980.00	1,100.00	687.00	500.00	1,800.00	700.00	1,280.00	2,166.00
23	14,000.00	12,500.00	12,201.00	6,000.00	8,800.00	7,500.00	9,800.00	9,000.00
24	1,985.00	1,100.00	1,370.00	500.00	1,800.00	850.00	1,930.00	2,250.00
25	980.00	900.00	687.00	350.00	650.00	375.00	1,020.00	600.00
26	2,115.00	1,200.00	1,370.00	1,100.00	1,900.00	1,500.00	1,970.00	2,225.00
27	630.00	900.00	687.00	350.00	650.00	375.00	920.00	430.00
28	1,985.00	1,100.00	1,022.00	500.00	1,800.00	700.00	1,930.00	2,050.00
29	980.00	1,100.00	1,370.00	500.00	1,800.00	700.00	1,280.00	2,050.00
30	1,985.00	1,100.00	1,022.00	500.00	1,800.00	700.00	1,280.00	1,600.00
31	1,985.00	1,100.00	1,370.00	500.00	1,800.00	700.00	1,930.00	2,100.00
32	2,245.00	1,500.00	1,370.00	1,100.00	2,000.00	2,100.00	2,300.00	2,900.00
33	2,115.00	1,300.00	1,370.00	1,100.00	1,900.00	1,500.00	1,800.00	2,300.00
34	980.00	600.00	687.00	500.00	1,700.00	650.00	1,180.00	600.00
35	1,985.00	1,100.00	1,370.00	500.00	1,800.00	850.00	1,930.00	2,050.00
36	1,985.00	1,100.00	1,370.00	500.00	1,800.00	850.00	1,930.00	2,050.00
37	980.00	700.00	687.00	500.00	1,700.00	650.00	720.00	600.00
38	1,985.00	850.00	1,370.00	1,100.00	1,900.00	975.00	1,410.00	1,000.00
39	1,985.00	850.00	1,370.00	1,000.00	1,900.00	975.00	1,410.00	2,000.00
40	1,985.00	850.00	1,370.00	500.00	1,800.00	850.00	1,400.00	2,100.00
41	2,115.00	850.00	1,370.00	1,100.00	2,000.00	1,300.00	1,410.00	2,225.00

Total Items 1 - 41 256,101.98 215,890.00 319,831.12 140,230.60 198,786.20 150,335.42 250,800.10 218,987.50

Manholes Unit Prices

a. 2 to 3 feet	200.00	700.00	1,210.00	400.00	800.00	1,500.00	520.00	600.00
b. over 3 to 4 feet	300.00	500.00	1,210.00	600.00	800.00	2,500.00	466.00	750.00
c. over 4 feet	400.00	800.00	1,311.00	800.00	800.00	3,500.00	409.00	800.00

Alternate Unit Prices

Class A excavation	340.00	250.00	101.00	150.00	150.00	100.00	175.00	200.00
Class B excavation	115.00	200.00	101.00	150.00	90.00	150.00	10.00	100.00
Manhole/inlet const								
4 to 6 feet	615.00	700.00	1,008.00	300.00	533.00	5,000.00	540.00	800.00
over 6 to 8 ft	620.00	800.00	1,210.00	350.00	475.00	10,000.00	560.00	900.00
over 8 to 12 ft	625.00	900.00	1,312.00	400.00	415.00	15,000.00	600.00	1,200.00
over 12 feet	650.00	1,200.00	1,512.00	500.00	500.00	20,000.00	880.00	1,700.00
Sprinkler/irrigation hand excavation	55.00	8.00	30.00	100.00	10.00	15.00	36.00	10.00
Driveway Pavemt	123.50	120.00	103.00	65.00	81.00	65.00	74.00	65.00
Pavement Lug	2,250.00	3,800.00	1,500.00	1,500.00	1,400.00	800.00	850.00	3,000.00



**MAXVILLE GARDENS S. DIVISION \*Revisions\* 1/10/2018**  
**Street and Sidewalk Slab Replacement and new Construction**

ADDRESS	SIZE	SQ. YDS	DEPTH	COMMENTS
<b>STREETS</b>				
1763 Karpos	56 X 13	80.89	6 in.	Add 6 x 26 78'Cut
1760 Karpos	58 X 13	83.78	6 in.	Add 13 x 13
1740 Karpos	41 X 13	59.22	6 in.	
1739 Karpos	28 X 13	40.44	6 in.	
1733 - 1736 Karpos	87 X 13	125.67	6 in.	
Karpos at Entrance	130 X 13	187.78	6 in.	
Karpos Approach	10 X 19	21.11	6 in.	
Karpos Entrance Area	101 X 13	145.89	6 in.	
Karpos at Agape	31 x 14	48.22	6 in.	
Karpos at Agape 2001	12 X 10	13.33	6 in.	
Karpos at Agape	27 X 13	39	6 in.	
2004 Agape	16 X 13	23.11	6 in.	
2013 Agape	27 X 13	39	6 in.	
2017 - 2026 Agape	53 X 13	76.56	6 in.	
Chara / Agape Intersection	57 X 13	82.33	6 in.	Cut 13'
Pistus / Chara	42X 13	60.67	6 in.	
1824 Chara SW	4 X 30	13.33	6 in.	Cut 30'
1825 Chara	42 X 13	60.67	6 in.	Cut 86'
105 Pistis	15 X 13	21.67	6 in.	
112 Pistis	68 X 13	98.22	6 in.	Cut 52'
116 Pistis	30 X 13	43.33	6 in.	
120 Pistis	30 X 13	43.33	6 in.	
Pistis Cul-de-sac	30 X 13	43.33	6 in.	Cut 52'
132 Pistis	17 X 12	22.66	6 in.	
1844 Chara	25 X 13	36.11	6 in.	Cut 27'
Entrance at Chara / Eirene	13 X 13	18.78	6 in.	Cut 13'
Entrance at Chara / Eirene	9.6 X 13	13.87		Cut 26'
<b>TOTAL</b>		<b>1542.3</b>		
				Saw cut this page 3/17

MAXVILLE GARDENS DIVISION \*Revisions\* 1/10/2018  
 Street and Sidewalk Slab Replacement and new Construction

ADDRESS	SIZE	SQ. YDS	DEPTH	COMMENTS
Eirene at Chara				NEW Street Sign
Entrance at Chara & Eirene	9-6 X 13			Add-on
2001 Agape	13 X 13	18.78		Add on
1825 Chara	44 X 13	63.56		Add on
Pistus Cul de Sac	14 X 13	20.22		Add on
132 Pistus	22 X 12	29.33		Add on
Karpos at Agape	17 X 13	24.56		Add on
2004 Agape	39 X 13	56.33		Add on 26' s/c
Karpos at intersection of Eirene	14 X 7 14 X 15	34.22		Cut 28' Cut 30'
Karpos by bone yard	12 X 26	34.67		
Karpos common ground	28 X 26	80.89		
1706 Karpos	58 X 13	83.77		
128 Pistus	30 X 13	43.33		Cut 26'
124 Pistus	15 X 13	21.67		Cut 26'
125 Pistus	15 X 13	21.67		Cut 26'
121 Pistus	45 X 13	65		
108 Pistus	22 X 13	31.78		Cut 13'
105 Pistus	16 X 13	23.11		Cut 13'
125 Pistus (sidewalk)	5 X 4 sidewalk			Cut 4'
1813 Chara	16 X 13	23.11		Cut 26'
1809 Chara	15 X 13	21.67		Cut 26'
2008 Agape	14 X 11	17.11		Cut 22'
2009 Agape	12 X 13	17.33		Cut 26'
2005 Agape	14 X 13	20.22		Cut 26'
2008 Agape	14 X 13	20.22		Cut 26'
2014 Agape	18 X 13	26		Cut 13'
1736 Karpos	15 X 13	21.67		Cut 26'
1736 Karpos	S/W Inlet			
1736 Karpos	14 X 13	20.22		Cut 26'
1735 Karpos	14 X 13	20.22		Cut 26'
308 Eirene	26 X 13	37.56		Cut 26'
305 Eirene	12 X 13	17.33		Cut 26'
Eirene at Chara	26 X 13	37.56		Add on

Sawcut  
 This page = 487



RESOLUTION NO: 18-05

A RESOLUTION APPOINTING CHAS RYMER TO THE PARKS &  
LEISURE SERVICE ADVISORY COMMISSION TO COMPLETE AN  
UNEXPIRED TERM.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Chas Rymer is appointed to the Parks & Leisure Advisory Commission to serve the remaining of a two-year term that will expire on February 5, 2019 or until a successor has been appointed and qualified.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

Date: \_\_\_\_\_

Resume' for  
Chas Rymer  
1849 Chara Street  
Arnold, MO 63010  
636-333-3480

I am interested in serving on the Parks & Recreation Boars. I don't necessarily have a personal agenda I just want to be able to help out my community.

I am currently a member of the Arnold Garden Club and I am a Den Leader and Assistant Committee Chair for my son's Cub Scout pack. That is another reason I am interested in this commission is to show my children that you need to give back to your community by being involved. While I currently work in the technology field my background and love has always been outdoors. I spent 10 years working for the Bureau of Land Management fighting forest fires in the summer and then using my geology degree in the winter.

I grew up working on a ranch that was 36 square miles. So I have spent a lot of time outdoors and I think parks are very important in the urban areas. I currently work for a digital mapping company and I have traveled all over southern Missouri, southern Illinois, and western Kentucky. I have seen cities build new parks and I have talked with them about their plans. I have seen what works and what doesn't. I think I could be of some use to the City. If there are no positions open please keep me in mind.

Thanks for your time and attention with this matter. Have a great day.

Sincerely,

Chas Rymer



**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

**AGENDA ITEM**

**7 C**

**NAME OF TOPIC/PROJECT:** A resolution authorizing an agreement with America's Parking Marking, Inc. for the undertaking of the City wide street striping project.

**SUMMARY EXPLANATION:** This resolution awards the contract to America's Parking Marking, Inc. for the City wide street striping project.

**RECOMMENDED ACTION:** Approval.

**Why is this action necessary?** Council must approve the contract agreement.

**What does this action accomplish?** Approves the City wide street paint striping work.

**Positive impacts and to whom?** To all the residents of the City and the motoring public.

**Negative impacts and to whom?** None.

**ADDITIONAL COMMENTS:**

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** America's Parking Marking, Inc.

**Previous city contracts:** Yes.

**Transaction amount:** \$73,589.10

**MBE/WBE Participation:** NA

**Transaction type:** Contract

**Comments:**

**SUMMARY OF SELECTION PROCESS**

**Number of bids:** 3

**Low bid:** \$73,589.10

**High bid:** \$96,093.98

**Comments:**

**SUMMARY OF BUDGET/COST**

**Budgeted amount:** \$90,000

**Addl. Funding Required:** no

**Comments:** This work will be undertaken during warm and dry days in the spring or summer months

RESOLUTION NO: 18-06

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH AMERICA'S PARKING REMARKING, INC. TO  
PROVIDE CONSTRUCTION SERVICES FOR THE STREET AND PARKING  
LOT STRIPING PROJECT FOR THE CITY OF ARNOLD.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with America's Parking Remarketing, Inc. to provide construction services for the Street and Parking Lot Striping project for the City of Arnold.

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

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

Date: \_\_\_\_\_

## Mary Ellen Cox

---

**From:** Ed Blattner  
**Sent:** Tuesday, January 23, 2018 12:55 PM  
**To:** Bryan Richison; Mary Ellen Cox  
**Cc:** Ed Blattner  
**Subject:** RE: STREET AND PARKING LOT STRIPING  
**Attachments:** SKM\_C45818012311040.pdf; Sample of Agenda Item Summary 2013.doc; Example for Ed 2013.doc

Bryan,

Our 2018 approved public works budget allocated \$90,000 for City streets and building parking lot (City Hall) lane striping. Bid specifications were prepared by the public works department with bid request advertisement made in the Countian newspaper and the City website on Friday, December 8, 2017 with bids due by 10 a.m. on Tuesday, January 23, 2018 for public opening.

At the bid opening, the following bids were received:

CONTRACTOR	BID
1. America's Parking Remarketing, Inc.	\$73,589.10
2. Traffic Control Company	\$74,000.82
3. Tamar Contracting, Inc.	\$96,093.98

The lowest responsive responsible bid received was from the America's Parking Remarketing, Inc. Company. They are a qualified paint striping contractor capable of this project undertaking. A copy of their bid is attached for your review.

Please also find attached an agenda item and proposed Resolution for review, consideration, and approval by the City Council at their February 1, 2018 meeting. Upon their approval, the City can then contract with America's Parking Remarketing, Inc. to undertake the striping project work in the coming months when weather conditions will allow this work to be undertaking.

Should you have any questions or comments, please let me know.

Thanks,

Ed Blattner, P.E.  
Public Works Director - City of Arnold  
Phone: 636-282-6650 Fax: 636-282-2394  
Email: [eblattner@arnoldmo.org](mailto:eblattner@arnoldmo.org)

Ed Blattner, P.E.  
Public Works Director - City of Arnold  
Phone: 636-282-6650 Fax: 636-282-2394

**BID PROPOSAL FORM  
CITY OF ARNOLD, MISSOURI  
STREET AND PARKING LOT PROJECT**

**TO: CITY OF ARNOLD  
ARNOLD, MISSOURI**

Pursuant to and in compliance with your Request for Bids dated January 23, 2018 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 **STREET AND PARKING LOT STRIPING PROJECT** all required by and in strict conformance with the Bid Specifications and addenda No. \_\_\_\_\_ to \_\_\_\_\_ inclusive at the unit & lump sum prices listed herein.

**NOTE: All striping is estimated to be approximately 60% White & 40% Yellow, with ADA Parking spaces and wheelchair striping in Blue Paint.**

**SECTION 1:**

STREET NAME	LF Solid Lines	LF DASH Lines	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Arnold Tenbrook (extend white edge lines to Jeffco Blvd.)	53,960		420 yellow Teardrop	53,960	.123	\$6637.08
Astra Way (Lonedell to Hwy 141)	4,035			4,035	.123	496.31
Bayshore	32			32	.123	3.94
Bradley Beach	272			272	.123	33.46
Church Road	15,084	8,274		23,358	.123	2873.04
Dohack	410			410	.123	50.43
Elm Drive	785			785	.123	96.56
Esther Dr	275			275	.123	33.83
Farmcrest	535			535	.123	65.81
Ferd Lang Park	332			332	.123	40.84
Fox Ridge Ct & New Haven	426			426	.123	52.40
Hollywood Beach	738			738	.123	90.78
Kochner	515			515	.123	63.35
Lakeview	2,032			2,032	.123	249.94
Lonedell Road (Jeffco Blvd to I-55)	12,497			12,497	.123	1537.14
Lonedell Road (Pomme Rd to Mo State Road)	16,753			16,753	.123	2060.62

STREET NAME	LF Solid Lines	LF DASH Lines or Cross hatch	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Lonedell Road (Brookshire to West Outer Rd)	32,442			32,442	.123	3990.37
Lone Star	1365		842 Teardrop	2,207	.123	271.47
Manufacturer's Drive				3,854	.123	474.05
Maple	900	126		1,026	.123	126.20
Michigan Avenue	8,820	2,100	842 Teardrop	11,762	.123	1446.73
Missouri State Road	23,126	568	536 Eye Brow	24,230	.123	2980.29
Missouri State Round-a-bout	798	60	204	1062	.123	130.63
Old Lemay Ferry Rd	27,460	2,200	2 Turn Arrows 610 Eye Brow 842 Teardrop	31,112	.123	3826.78
Ozark	819			819	.123	100.74
Pomme Road / Glatt	20,396			20,396	.123	2508.71
Rec Center	321	490	112 Teardrop	923	.123	113.53
Richardson Square / Meyer Drury	500			500	.123	61.50
Richardson Rd (McDonalds Restaurant to Old Lemay Ferry Road)	15,002			15,002	.123	1845.25
Richardson Road (Oakbridge Church to Jeffco)	8,786	2,040		10,826	.123	1331.60
Ridgecrest	1,216			1,216	.123	149.57
Rosewood	250			250	.123	30.75
Stardust @ Uhlinger	312			312	.123	38.38
Starling Airport Road	19,351			19,351	.123	2380.18
St. Johns Church Road	5,865	240		6,105	.123	750.92
Sunset Dr	257			257	.123	31.62
Tenbrook	65,016			65,016	.123	7996.97
Tony Drive & Rose Drive	750			750	.123	92.25
Villa Dr	430			430	.123	52.89

STREET NAME	LF Solid Lines	LF DASH Lines	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Vogel Road	9,990	2,784		12,774	.123	1571.21
Wicks Road	17,072			17,072	.123	2099.86
Willow	192			192	.123	23.62
*City Hall / Police Station 2101 Jeffco	2,970			2,970	.25	742.50
Public Works / Animal Facility 2900 / 2912 Arnold Tenbrook Rd.	1,530			1,530	.25	382.50
*Recreation Center / Pool 1695 Missouri State Road	9,570			9,570	.25	2392.50
				<b>Total LF</b> 404,293		

Total Cost Section 1 \$ 52,329.10

\* Work has to be done on a Saturday or Sunday this work has to be coordinated with City Staff

**SECTION 2: ARROWS, STOP BARS, Wheel chair Parking Spaces & other**

STREET NAME	Stop Bars	Arrows	RR X-ing	Only	Cross Walk	School	Speed humps	Ped X-ing	20 mph Speed Limit	Stop Word	Cost
Arnold Tenbrook	10	6 + 1 double	2	2							\$1455.00
Astra Way	1	1									105.00
Bayshore Subdivision	19	2									1060.00
Boca Raton									1		100.00
Bradley Beach	1										50.00
Church Rd	10	21 + 2 double			1					1	2055.00
Dohack	2										100.00
Elm	2	2	1								410.00
Emil							4		2 20mph		600.00
Fannie	1										50.00
Fox Ridge Ct	1										50.00
Glatt Dr	2	2									210.00
Hickory Square	2										100.00
Kochner (Lonestar Area)	2	2									210.00
Keywest	2										100.00
Lonedell (by Astra Way)	2										100.00
Meyer Drury					1						150.00

STREET NAME	Stop Bars	Arrows	RR X-ing	Only	Cross Walk	School	Speed humps	Fed X-ing	20 mph Speed Limit	Stop Word	Cost
Michigan Ave	6	38 + 3 double-Thermoplastic			1						2765.00
Missouri State Municipal	5	5			1	2					875.00
New Richardson	9	10 + 3 double			4						1825.00
Old Lemay Ferry	7	7									735.00
Old Richardson	3										150.00
Richardson Sq	2	2 + 1 double									285.00
Ridgecrest Dr	3	2 + 1 double									335.00
Rockwood Forest	2								1		200.00
Rosewood	1										50.00
Santiago	1									1	150.00
St Johns Church Rd	4	2			1	2					660.00
St. Johns Crossing	11										550.00
Stardust	1				1						200.00
Starling Airport Rd	4							1			300.00
Tamarack	1						1		1	1	350.00
Tenbrook Rd	8	3 + 3 double									790.00
Theodore							2		2 20mph		400.00
Tony	1										50.00
Vogel Rd	6	7									685.00
Wicks Rd			1								200.00
Willow	2										100.00
City Hall / Police Station					2						300.00
Public Works / Animal Health					3						450.00
Recreation Center / Pool					12						1800.00

Total Cost Section 2 \$ 21,260.00

GRAND TOTAL COST Sections 1 & 2 =

\$ 73,589.10

\* ADA Wheelchair striping is to be done in blue paint.

Special Notes:

Should the Contractor plan to use any subcontractors for the work, list as appropriate below and provide telephone numbers.

None

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NOTE: Each Street Striping work total price will be determined by actual in place field measured quantities. The Contractor and the City shall measure and record quantities jointly to determine the final total cost.

Contractor is to provide at least three (3) references (Names and Telephone Numbers)

MIKE O'CONNOR (CITY OF CHESTERFIELD) 636-537-4000  
Name Phone Number

BOB RUCK (CITY OF MANCHESTER) 636-227-1385  
Name Phone Number

KEITH AUSTIN (BOONE COUNTY, MO) 573-886-4339  
Name Phone Number



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 mobilization, testing/certification, cleaning and sweeping, traffic control, and final cleanup are included in the above unit costs as well as any other miscellaneous work as required to provide a complete work product.

Suitable bid security in the amount of 10% OF Bid - BOND Dollars (\$ 7,358.91 ) 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 AMERICA'S PARKING REMARKING, INC.

(If an Individual)

SIGNATURE OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

(If Co-partnership)

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

(If a Corporation)

CORPORATE NAME AMERICA'S PARKING REMARKING, INC.

SIGNATURE [Signature] CRAIG CEPICKY (PRES.)

BUSINESS ADDRESS 5640-B TELEGRAPH Rd #220

TELEPHONE NO. (314) 591-5643 ST. LOUIS, MO. 63129

RESOLUTION NO. 18-07

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH FUND WAYS OF MISSOURI FOR TENTS  
USED DURING THE ANNUAL ARNOLD DAYS FESTIVAL

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Fund Ways of Missouri to supply, erect, maintain and disassemble tents for the annual Arnold Days event.

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

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk, Tammi Casey

Date: \_\_\_\_\_

## ARNOLD DAYS TENT AGREEMENT

Agreement made \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Arnold, a political subdivision of the State of Missouri, with its principal office at 2101 Jeffco Blvd., Arnold Missouri 63010 (hereinafter referred to as “Arnold” or “City”) and Fund Ways of Missouri, LLC, a Missouri Limited Liability Corporation, with its principal office at 5118 Blase Station Road, Saint Charles, Missouri 63301 (hereinafter referred to as “FWM”).

**1. Purpose.** FWM shall furnish, erect, maintain and disassemble the prescribed number and size of tents for the celebration sponsored by Arnold known as Arnold Days. Arnold reserves the right to amend the quantity and size of tents by written notification not less than thirty (30) days prior to the event’s start date. Amendments shall warrant reconsideration of service fees. Fee adjustment shall be in writing.

- a. Seven (7) – 10 feet by 10 feet white tents with weight buckets;
- b. One (1) – 10 feet by 30 feet with tent weight buckets;
- c. One (1) – 10 feet by 40 feet with tent weight buckets;
- d. Three (3) – 20 feet by 60 feet tents in asphalt staking.

**2. Location, Dates & Time.** The tent locations shall be at Arnold City Park. The exact locations, dates and times may be changed by mutual agreement of the parties. The Arnold Days dates are as follows:

September 14-16, 2018  
September 20-22, 2019  
September 18-20, 2020

FWM may begin setting up tents at 8:00 a.m. on the Thursday before the opening of the Arnold Days. Earlier tent setup may be permitted with mutual agreement of the parties. FWM shall have the tents completely removed, from the site, by 10:00 a.m. on Tuesday following the close of the Arnold Days event.

**3. Term of Contract.** This Agreement shall remain in effect from September 1, 2018, through September 30, 2020. Either party may terminate this agreement by providing written notice of termination within the sixty (60) day period following the close of Arnold Days for any year this Agreement is in effect. In the event written notice is not provided within one of the required sixty (60) day periods, this Agreement may only be terminated by the parties’ mutual written agreement.

**4. Payments.** In consideration of the above, Arnold agrees to pay FWM the following compensation:

- a. 2018 Arnold Days – Four-Thousand and Fifty Dollars (\$4,050.00)
- b. 2019 Arnold Days – Four-Thousand and Fifty Dollars (\$4,050.00)
- c. 2020 Arnold Days – Four-Thousand and Fifty Dollars (\$4,050.00)

**5. Arnold’s Responsibilities.** Arnold shall do the following:

- a. Supply the event and tent locations;
- b. Obtain all necessary mass gathering permits required by Jefferson County or the State of Missouri;
- c. Grant any business license necessary from the City for fulfillment of the contract without charging the normal business or other license fee; and

**6. FWM Responsibilities.**

Employees:

- a. FWM shall provide Arnold with an executed Background Affidavit of Public Safety Due Diligence no less than seventy-two (72) hours prior to event setup each year for the duration of the agreement. Arnold reserves the right to prohibit any FWM employee from accessing City property.
- b. FWM shall require all of its employees and representatives to be professionally and appropriately dressed. FWM employees and representatives shall wear shirts at all times, including set-up and take-down. All FWM employee and representative tattoos and/or body piercings that Arnold deems offensive, objectionable or inappropriate shall be covered while performance contractual activities. FWM shall immediately suspend activities when an employee or representative is in violation of the provisions of this paragraph until such time that the employee or representative comes into compliance or is replaced by another employee or representative that is in compliance with the provisions of this paragraph.
- c. Alcohol, Tobacco & Drug Use. FWM shall ensure that its employees comply with the Arnold’s tobacco, alcohol or illegal drugs ordinances and/or policies.
- d. Site Restoration. Upon conclusion of the Arnold Days celebration, FWM shall restore the area occupied by the tents to its prior condition. Such restoration shall include asphalt repairs to the satisfaction of the Arnold’s designated representative.

- e. **Federal, State & Local Laws.** FWM shall operate in accordance with all relevant Federal, State and local laws, including, but not limited, to all workers' compensation and employer's liability insurance requirements. In the event that FWM subcontracts any work for Arnold Days, FWM shall require the subcontractor(s) to provide similar workers' compensation insurance as required by the laws of the State of Missouri. Violation by FWM of any law, ordinance or regulation shall be grounds for Arnold to terminate the contract and Arnold shall incur no liability to FWM should it do so.

**7. Indemnity.** FWM shall indemnify Arnold, its elected officials, officers, employees and volunteers and hold it harmless from and against each and every claim which may be made against Arnold, its elected officials, officers, employees and volunteers for death, personal injury, or property damage which is in any way connected to FWM's operations under this Agreement. FWM's obligation under this Agreement shall include the obligation to defend any and all such claims which may be made against Arnold and to pay all costs, including attorney's fees, which are paid by Arnold.

**8. Insurance.** FWM shall, at FWM's sole expense, maintain a policy of comprehensive commercial liability insurance insuring Arnold's interests against claims for personal injury, bodily injury, death, and property damage arising out of FWM's operation during Arnold Days and required duties under this Agreement, covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations during the Arnold Days Celebration. The operation of Arnold Days includes the dates of set up, scheduled operation, take down and clean-up. Arnold must be endorsed as an additional insured on such policy. FWM shall provide Arnold a current Certificates of Insurance evidencing FWM's compliance with this Paragraph by August 25<sup>th</sup> of each year of this Agreement. Violation of this paragraph shall be grounds for Arnold to delay the execution or terminate the agreement, and Arnold shall incur no liability to FWM should it do so.

**9. Miscellaneous.**

**Attorney's Fees:** If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties. In addition, Arnold shall be entitled to attorney's fees and costs for all expenses arising out of a default by the FWM.

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

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

Modifications: This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

Notices: Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this Agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed delivered as follows: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

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

No Waiver: No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

Section Headings: The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Arnold, Missouri, the date first above written.

CITY OF ARNOLD, MISSOURI

BY: \_\_\_\_\_

Attested:

\_\_\_\_\_

FUND WAYS OF MISSOURI, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Fund Ways of Missouri LLC

5118 Blase Station Road  
St. Charles, MO 63301

Invoice

Date	Invoice #
9/14/2018	7178

Bill To
Arnold Parks and Recreation ATTN: Karen Fay 1695 MO State RD. Arnold Mo 63010

Terms	Project
Net 30	

Quantity	Description	Rate	Amount
	Date: September 14-16, 2018 Delivery on Wed or Thurs. Pick up on Monday		
7	10 X 10 WHITE TENT with weight buckets	115.00	805.00
1	10 X 30 TENT with weight buckets	315.00	315.00
1	10 X 40 TENT with weight buckets	430.00	430.00
3	20 X 60 TENT in asphalt / staking	800.00	2,400.00
1	DELIVERY CHARGE	100.00	100.00
	Sign _____ Date: _____ City of Arnold		
	Sign <i>Don Boschert</i> Date: <i>1-11-18</i> Fund Ways of Missouri		

Call me if you have any questions.  
Thanks,  
Don Boschert #636-262-8004

<b>Total</b>	\$4,050.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,050.00

Phone #
636 - 250 - 4200

Web Site
www.fundwaysofmo.com

Fund Ways of Missouri LLC

5118 Blase Station Road  
 St. Charles, MO 63301

**Invoice**

Date	Invoice #
9/20/2019	7179

Bill To
Arnold Parks and Recreation ATTN: Karen Fay 1695 MO State RD. Arnold Mo 63010

Terms	Project
Net 30	

Quantity	Description	Rate	Amount
	Date: September 20-22, 2019 Delivery on Wed or Thurs. Pick up on Monday		
7	10 X 10 WHITE TENT with weight buckets	115.00	805.00
1	10 X 30 TENT with weight buckets	315.00	315.00
1	10 X 40 TENT with weight buckets	430.00	430.00
3	20 X 60 TENT in asphalt / staking	800.00	2,400.00
1	DELIVERY CHARGE	100.00	100.00
	Sign _____ Date: _____ City of Arnold		
	Sign <i>Don Boschert</i> Date: <u>1-11-18</u> Fund Ways of Missouri		

Call me if you have any questions.  
 Thanks,  
 Don Boschert #636-262-8004

<b>Total</b>	\$4,050.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,050.00

Phone #
636 - 250 - 4200

Web Site
www.fundwaysofmo.com



**Fund Ways of Missouri LLC**

**5118 Blase Station Road  
St. Charles, MO 63301**

**Invoice**

Date	Invoice #
9/18/2020	7180

<b>Bill To</b>
Arnold Parks and Recreation ATTN: Karen Fay 1695 MO State RD. Arnold Mo 63010

<b>Terms</b>	<b>Project</b>
Net 30	

Quantity	Description	Rate	Amount
	Date: September 18-20, 2020 Delivery on Wed or Thurs. Pick up on Monday		
7	10 X 10 WHITE TENT with weight buckets	115.00	805.00
1	10 X 30 TENT with weight buckets	315.00	315.00
1	10 X 40 TENT with weight buckets	430.00	430.00
3	20 X 60 TENT in asphalt / staking	800.00	2,400.00
1	DELIVERY CHARGE	100.00	100.00
	Sign _____ Date: _____ City of Arnold		
	Sign <i>Don Boschert</i> Date: 1-11-18 Fund Ways of Missouri		

Call me if you have any questions.  
Thanks,  
Don Boschert #636-262-8004

<b>Total</b>	\$4,050.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,050.00

<b>Phone #</b>
636 - 250 - 4200

<b>Web Site</b>
www.fundwaysofmo.com

RESOLUTION NO. 18-08

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH WARREN SIGN COMPANY FOR THE  
FABRICATION AND INSTALLATION OF THE JIM EDWARDS  
ARCHERY PARK SIGN

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Warren Sign Company for the fabrication and installation of the Jim Edwards Archery Park sign located on Telegraph Road, Arnold, Missouri. Council's approval of this resolution shall constitute a procurement variance authorizing a sole-source acquisition.

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

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Presiding Officer of the City Council

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Mayor Ron Counts

ATTEST:

---

City Clerk, Tammi Casey

Date: \_\_\_\_\_



# WARREN SIGN

November 15, 2017

City of Arnold, Parks Dept.  
Dave Crutchley  
1695 Missouri State Rd.  
Arnold, MO. 63010

**RE: Non-illum pole sign**  
**Phone: 636-282-6646**  
**E-mail: dcrutchley@arnoldmo.org**

We propose to fabricate & install one double face pole sign for **Jim Edwards Archery Park** located at: **Telegraph Rd., Arnold, MO. 63010**. Per our drawing #CP101017 (revised 11/10/17), our scope of work will include the following:

- Fabricate & install one double face non-illuminated pole sign.
- Sign is 10' tall, spans 7'4" across, and is 18" deep.
- Cabinet is aluminum painted dark bronze.
- Logo and Jim Edwards Archery Park copy is 1/4" thick aluminum cut outs painted white.
- Logo shall be decorated with large format printed graphics.
- Sign face stripe is 3M vinyl.
- Sign is supported by a steel center mount pipe direct buried in a concrete footing as required.
- Pipe is concealed by an aluminum pole cover featuring faux stone veneer & 1/4" thick aluminum logos decorated with large format printed vinyl decals.
- Coordinate placement on site.
- Sign features a 2" black reveal and a 3" white aluminum cap.
- Field survey required.
- Sign to be installed by Warren Sign licensed union journeymen.

**For the sum of: \$16,967 (permits & engineering extra)**  
**Price includes all applicable taxes.**

**Terms:** 50% due upon order; balance due upon completion.

*\*Note a 3% fee will be added for all credit card transactions.*

**Warranty:** 1-year labor & material provided by Warren Sign.

See reverse for terms & conditions.

Respectfully submitted,

by \_\_\_\_\_  
**WARREN SIGN CO., INC.**

Christine Mudd

**SALES REPRESENTATIVE** \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

### ACCEPTANCE OF PROPOSAL

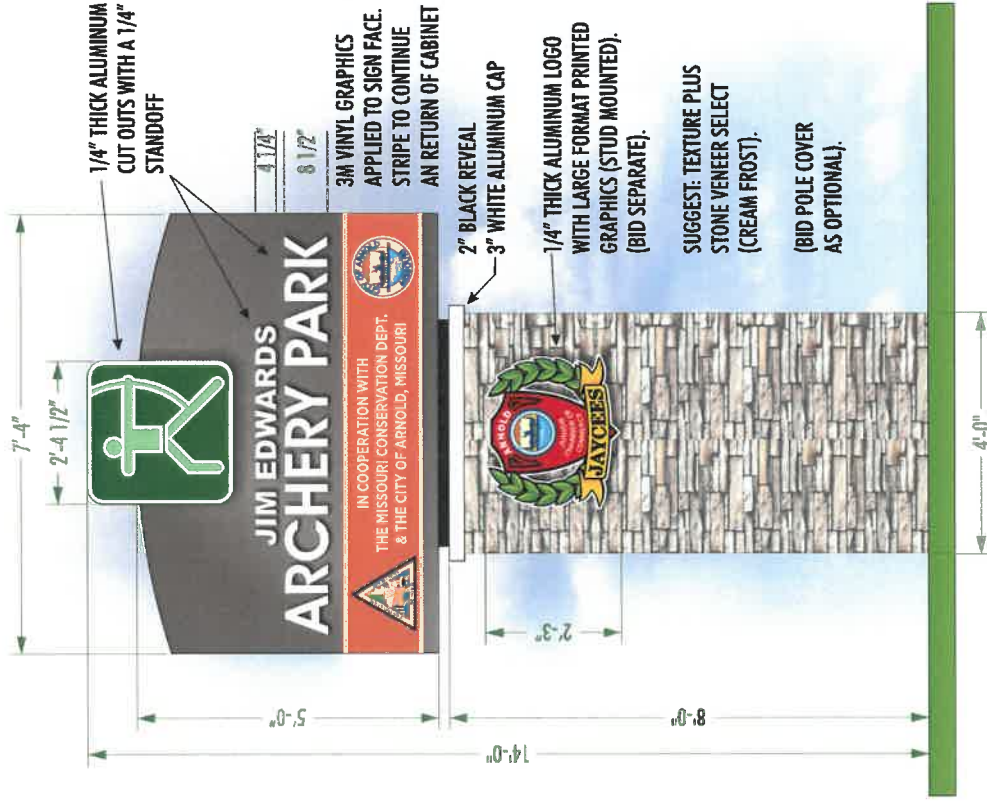
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

BECAUSE YOU WOULDN'T LET JUST ANYONE SIGN YOUR NAME™



D/F SIGN ELEVATION: 1/2" = 1'-0" (37.5sf)



**CONCEPTUAL VIEW - NTS**

FABRICATE AND INSTALL ONE NON-ILLUMINATED, DOUBLE SIDED SIGN. 18" DEEP ALUMINUM CABINET PAINTED DARK BRONZE. ARCHERY LOGO & JIM EDWARDS ARCHERY PARK COPY TO BE 1/4" THICK ALUMINUM CUT OUTS PAINTED WHITE. LOGO SHALL HAVE 2 TONES OF GREEN VINYL. NO CONSERVATION LOGO TO BE PRINTED VINYL APPLIED OVER ORANGE AND HARVEST GOLD VINYL STRIPE. SIGN SUPPORTED BY A STEEL CENTER MOUNT PIPE DIRECT BURIED IN A CONCRETE FOOTING AS REQUIRED. PIPE CONCEALED BY AN ALUMINUM POLE COVER FEATURING FAUX STONE VENEER AND 1/4" THICK ALUMINUM LOGOS DECORATED WITH LARGE FORMAT PRINTED VINYL DECALS. COORDINATE PLACEMENT ON SITE.

**WARREN SIGN**

2555 Arnold Fenbrook Road, St. Louis, MO 63101  
P. 636.282.1300 F. 636.282.3388  
warrensign.com

CLIENT  
JIM EDWARDS ARCHERY PARK

PROJECT  
FREESTANDING SIGN

LOCATION  
ARNOLD, MO

DATE  
10/19/17

SAVED AS  
ARCHERY PARK MONUMENT SIGN

DRAWING NO.  
CP 101017

REVISED  
1.26.18

DESIGNED BY  
Keith Hengen | JWS

UNION AFFILIATED DESIGN PROFESSIONAL

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**WORRYFREE WARRENTY**  
energy efficient sign built to last

CELEBRATING MORE THAN  
**85 years**

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**CITY OF ARNOLD, CITY COUNCIL, FEBURARY 1, 2018**

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**TO:** THE MAYOR AND CITY COUNCIL  
**FROM:** DERRICK REDHEAD, PLANNER/GIS TECHNICIAN  
**RE:** 2018-01 CONDITIONAL USE PERMIT:  
**DATE:** JANUARY 25, 2018

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**Request**

The City has received an application from Riley-Spence & Associates, Inc. for a Conditional Use Permit (CUP) for The Woodlands Retirement Community. The retirement development is zoned R6 Residential and the Conditional Use Permit (2018-01) will be used to authorize a new assisted living facility on lot 3b.

**Summary of Planning Commission Meeting**

The request for a Conditional Use Permit was heard at the January 23 Planning Commission meeting, which included a public hearing. The applicant was in attendance at both the public hearing and regular meeting. The applicant spoke briefly to give an overview of the assisted living facility. The Planning Commission unanimously voted to forward the Conditional Use Permit to City Council with a recommendation of approval with the following findings and conditions:

**Findings:**

- 1) The purposed use and expansion is within the scope of the Conditional Use Permit (84-15) passed in 1984.
- 2) This Condition Use Permit (2018-01) will authorize the expansion of community and allow all existing units and beds to remain in the community.

**Conditions:**

- 1) Trees shall be planted as a buffer between the single family residences of Anthony Court Subdivision and the storm water detention area.
- 2) The retaining wall must be tiered or removed from setback.
- 3) Retaining walls must be decorative and not plain concrete block.
- 4) Provide architectural elevations indicating material and color.
- 5) Provide a landscape plan for review and approval. Please refer to our commercial district requirements for expectations on plantings.

6) Provide lighting plan indicating pole heights (20 foot max including base) fixtures, cut sheets, etc.

7) Provide a parking formula/demand estimate demonstrating that parking can be handled by the site. Street parking will not be allowed.

### Analysis

The Woodlands Retirement Community is zoned R6 Residential and the existing uses on the site are authorized via Conditional Use Permit (CUP 84-15). The initial conditional use permit was issued in 1984 and subsequently amended in 1988, 1997, 2001, 2002, and 2005 to accommodate growth and changes to the community. That permit with all the amendments will be repealed and replaced by this Conditional Use Permit. The new CUP will consolidate all the conditions of the original CUP and amendments. If there is an existing ordinance that covers an original condition then it will not be added to the new CUP.

The most recent iteration of the CUP authorized the following beds and units:

- 188 Nursing Beds
- 70 Apartment Units
- 76 Condo Units

The new Conditional Use Permit application will authorize:

- 260 Nursing Beds
- 38 Apartment Units
- 38 Condos Units

The current CUP authorization will reduce the number of apartment and condo units allowed on the site. There will at the same time be an increase in the number of nursing beds to allow for the development of a new forty-eight (48) bed assisted living center at 555 Woodlands Villas.

**The use is deemed consistent with good planning practice.** Retirement communities are an appropriate residential district use.

**The use can be operated in a manner that is not detrimental to the permitted developments and uses in the district.** The site has been used as a retirement community for decades and this will be an expansion on the existing development.

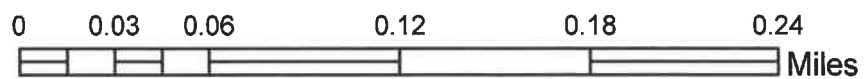
**The use can be develop and operated in a manner that is visually compatible with the permitted uses in the surrounding area.** This use is consistent with the church adjacent to the community. The condition to maintain the landscape buffer along rear of homes on Anthony Ct will remain in place to lessen the impact to the single family homes in the area.

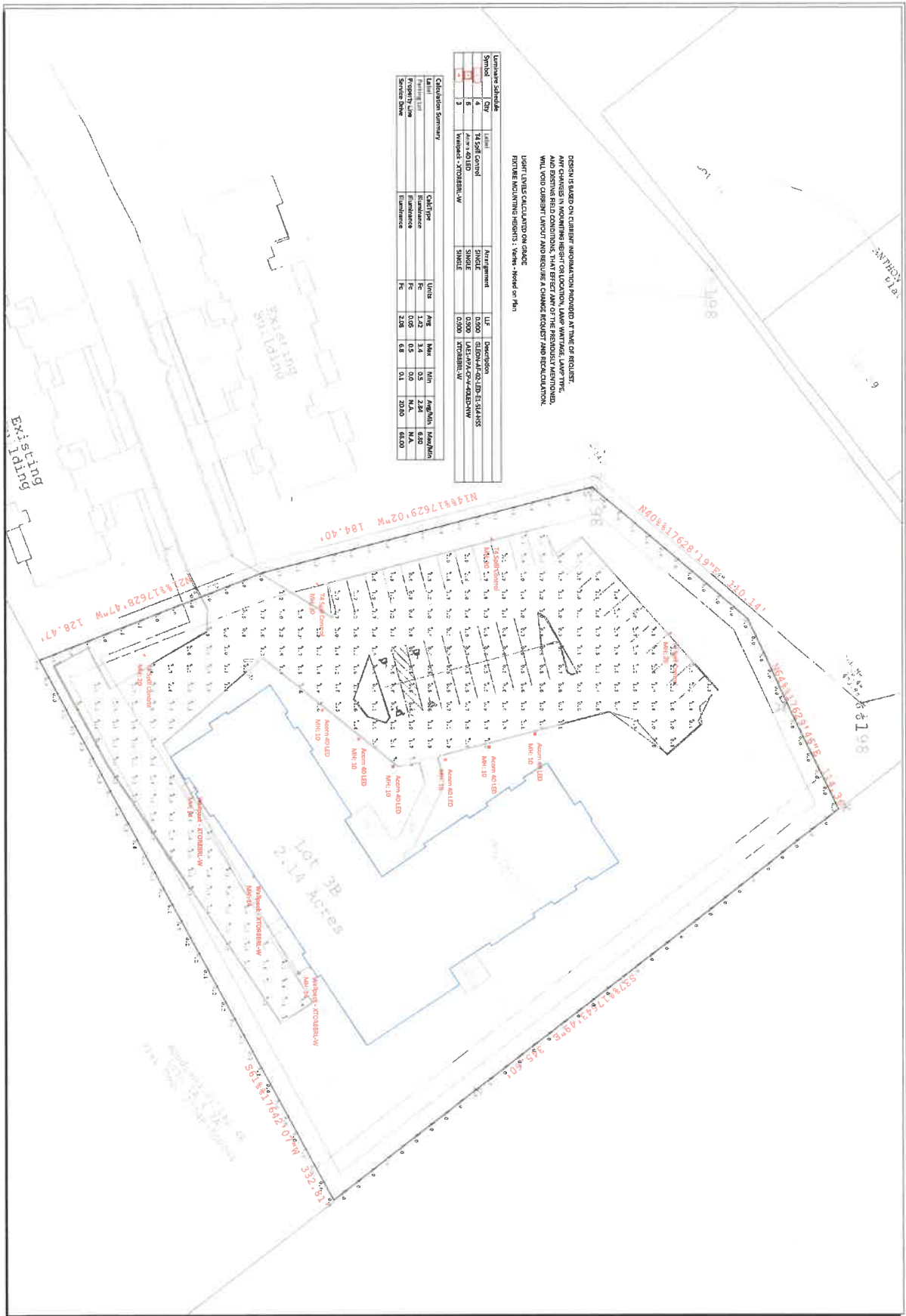
**The use is deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City of Arnold.** There is a continuing need for these types of communities as a large segment of the population continues to age.

# Woodlands Retirement Community



East-West Gateway, MO, Missouri, CNES/Airbus DS





DESIGN IS BASED ON CURRENT INFORMATION PROVIDED. AT TIME OF REQUEST, ANY CHANGES IN ZONING HEIGHT RESTRICTIONS, LANDMARKS, LAMP TYPES, AND EXISTING FIELD CONDITIONS, THAN BEGET ANY OF THE REQUEST MENTIONED, WILL VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RE-CALCULATION.

UPPER LIMITS CALCULATED ON GRADE

FUTURE MOUNTING HEIGHTS: Varies - Based on Plan

Lighting Schedule	Level	Installation	ULC	Parapet
1	1st Floor Control	SINGLE	0.000	0.000
2	1st Floor	SINGLE	0.000	0.000
3	2nd Floor	SINGLE	0.000	0.000

Calculation Summary	Calculation	Units	Avg	Max	Min	Angle/Min	Max/Min
Building Area	11,500	Sq Ft	3.42	3.4	0.5	2.84	6.50
Property Area	11,500	Sq Ft	0.05	0.5	0.0	N/A	N/A
Screen Area	11,500	Sq Ft	2.08	0.8	0.1	20.00	66.00

Lighting Study

# Valley at the Woodlands

501 Woodland Meadows Drive  
Arnold, MO 63010

Drawn By: LU  
Checked By:  
Date: 1/22/2018  
Scale: None

#	Date	Comments













