

City of Arnold, Missouri

City Council
Telephone Meeting

April 16, 2020
7:00 P.M.

Dial-in Number to Listen: 636-282-6682 Access Code: 0279244

NOTE: There will not be any public comment during the meeting.

Agenda

1. Roll Call:
2. Consent Agenda:
 - A. Regular Council Meeting Minutes **March 5, 2020**
 - B. Special Emergency Meeting Minutes **March 12, 2020**
 - C. Payroll Warrant **#1339 in the Amount of \$215,393.62**
 - D. General Warrant **#5759 in the Amount of \$440,872.39**
 - E. General Warrant **#5760 in the Amount of \$390,332.08**
3. Ordinances:
 - A. **Bill No. 2766:** An Ordinance Approving a Minor Record Plat Titled "Jeffco Commercial Park".
4. Resolutions:
 - A. **Resolution 20-09:** A Resolution Approving the Extension of Current Liquor Licenses to an Expiration Date of August 31, 2020.
 - B. **Resolution 20-10:** A Resolution Authorizing the Mayor to Enter into a Contract with Spencer Contracting Company to Provide Construction Services for the Residential City-wide Concrete Street Replacement Project for the City of Arnold.
 - C. **Resolution 20-11:** A Resolution De-Appropriating the Remaining Balance of a Lease/Purchase Agreement with John Deere Financial Incorporated for a John Deere 8800A TerrainCut Mower Due to Closure of the Arnold City Golf Course.

- D. **Resolution 20-12:** A Resolution Authorizing the Mayor to Enter into a Contract with American Electric and Date Inc. to Undertake the Utility Upgrades to the Public Works Site for the City of Arnold.
- E. **Resolution 20-13:** A Resolution Rejecting All Bids Received for the 2020 Asphalt Street Overlay and Repair Project for the City of Arnold.
- F. **Resolution 20-14:** A Resolution Authorizing an Emergency Waiver for Current City of Arnold Liquor License Holders to Temporarily Suspend the Definitions of "Original Package" Liquor Sales.

5. Motion:

6. Adjournment:

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

The Pledge of Allegiance was recited.

Pastor Tim Gray from City On The Hill offered the opening prayer.

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

BUSINESS FROM THE FLOOR

Ron Clark – Spoke to council regarding the use of signage to promote the Arnold Home and Garden Show and the Women’s Expo. Mr. Clark stated he has always placed signs around the city to advertise these events and has not been told, until recently, that he cannot do so without obtaining the proper sign permits. He would like to see the ordinance changed to allow for such signs at either a reduced or free rate when advertising for events, such as his, that are temporary in nature. Mayor Counts polled the council to gage their interest in bringing this item forward at a Work Session for discussion. Council indicated an interest; therefore, this item will appear on the next Work Session agenda.

CONSENT AGENDA

- A. REGULAR MINUTES FEBRUARY 20, 2020 MEETING
SPECIAL MEETING MINUTES FEBRUARY 13, 2020**
- B. PAYROLL WARRANT NO. 1337 IN THE AMOUNT OF \$328,538.93**
- C. GENERAL WARRANT NO. 5757 IN THE AMOUNT OF \$802,256.49**

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

ORDINANCES

BILL NO. 2765 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MO. AMENDING CHAPTER 405, OF THE ARNOLD CODE OF ORDINANCES BY ESTABLISHING AND/OR REVISING VARIOUS PERMITTED AND CONDITIONAL COMMERCIAL USES was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Fleischmann, yes; Hood, yes; Plunk, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Seidenstricker, yes; 8 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 20-06 - A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GATEWAY PYROTECHNIC PRODUCTIONS

Gary Plunk made a motion and so moved to approve Resolution No. 20-06. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Fleischmann, yes; Hood, yes; Plunk, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Seidenstricker, yes; 8 Yeas: **Motion carried.**

RESOLUTION NO. 20-07 – A RESOLUTION APPROVING A SERVICE AGREEMENT WITH OATS FOR THE JEFFCO EXPRESS TRANSPORTATION SERVICE

Butch Cooley made a motion and so moved to approve Resolution No. 20-07. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Fleischmann, yes; Hood, yes; Plunk, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Seidenstricker, yes; 8 Yeas: **Motion carried.**

MOTIONS

A. A MOTION TO APPROVE THE FIREWORKS DISPLAY FOR THE ANNUAL BLOCK PARTY TO BE HELD ON MAY 8, 2020 AT ST. JOHN'S LUTHERAN CHURCH, 3517 JEFFCO BLVD.

Jason Fulbright made a motion and so moved to approve the fireworks display for the annual block party at St. John's Lutheran Church. Seconded by Tim Seidenstricker. Roll call vote: Fulbright, yes; Fleischmann, yes; Hood, yes; Plunk, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Seidenstricker, 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 PURSUANT TO RSMo SECTION 610.021 (1)

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

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Informed council that he, Bryan Richison and Chief Shockey participated in a statewide conference call with Governor Mike Parsons to discuss the Corona Virus issues. Mayor Counts turned the microphone to Chief Shockey who listed the preparedness items that are in place statewide to address the issue. Chief Shockey also warned everyone to be on the alert for scams related to the virus that are already taking place.

Butch Cooley, Ward 4 – Informed council that the Liquor Committee held a meeting tonight and turned the microphone over to City Clerk Tammi Casey. Mrs. Casey stated that a liquor license application for Retail Liquor By The Drink and Sunday By The Drink has been received for Jungle Nights Hookah Bar at 469 Jeffco Blvd. The Liquor Committee is forwarding a recommendation of approval by unanimous vote. **Butch Cooley made a motion and so moved to approve the liquor license application for Jungle Nights.** Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Fleischmann, yes; Hood, yes; Plunk, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Seidenstricker, yes; 8 Yeas: **Motion carried.**

Tim Seidenstricker, Ward 2 – Asked council to keep the family of Bethany Wallis in their prayers. Bethany was a 5th grader at Rockport Elementary who passed away unexpectedly.

Brian McArthur, Ward 2 – Stated for the record that he is requesting Wicks Road be placed on the list for road repairs. The road has gotten very bad and needs to be looked at as soon as possible.

ADMINISTRATIVE REPORTS

Judy Wagner – Updated council on various projects throughout the city. We are still waiting for three solid days of good temps without rain to perform striping for the Jeffco/Tenbrook project and are expecting the final plans next week for the Melody Lane project. Also, East/West Gateway is now accepting comments regarding the grant the city has applied for.

4
Regular Meeting
March 5, 2020

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

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A motion to adjourn the meeting was made by Jason Fulbright. Seconded by Gary Plunk.

Voice vote: All yeas.

Meeting adjourned at 8:20 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 3/5/2020

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO 2765	RESOLUTION NO 20-06	RESOLUTION NO 20-07	MOTION TO APPROVE FIREWORKS AT ST JOHNS CHURCH BLOCK PARTY
COUNCIL MEMBERS:							
MAYOR	<u>RON COUNTS</u>	PRESENT					
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>EJ FLEISCHMANN</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>MARK HOOD</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>GARY PLUNK</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>VERN SULLIVAN</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DICKIE BROWN		PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		JUDY WAGNER		PRESENT
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:		DAN KROUPA		PRESENT
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.		CHIEF SHOCKEY		PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 3/5/2020

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: EJ FLEISCHMANN

COUNCIL: MARK HOOD

COUNCIL: GARY PLUNK

COUNCIL: BRIAN MCARTHUR

COUNCIL: BUTCH COOLEY

COUNCIL: VERN SULLIVAN

COUNCIL: TIM SEIDENSTRICKER

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

MOTION TO HOLD CLOSED SESSION	MOTION TO APPROVE LIQUOR LICENSE FOR JUNGLE NIGHTS				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
		PARKS DIR:	DICKIE BROWN		
		PUBLIC WORKS:	JUDY WAGNER		
		TREASURER:	DAN KROUPA		
		POLICE DEPT.	CHIEF SHOCKEY		

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

Those present per roll call taken by City Clerk Tammi Casey: Mayor Ron Counts, Fulbright (arrived 7:01), Fleischmann, Hood (excused), Plunk (excused), McArthur, Cooley, Sullivan, Seidenstricker, Richison, Bookless, Lehmann, Sweeney, Brown (excused), Wagner, Kroupa (excused) and Chief Shockey.

Mayor Counts and Bob Sweeney informed council that this Special Emergency Meeting was called due to the COVID-19 virus pandemic. Because the virus is spreading rapidly and highly contagious, the following Resolution has been drafted to address the issue. Chief Shockey and Bryan Richison further discussed procedures the City is putting into place to safeguard city employees and its residents.

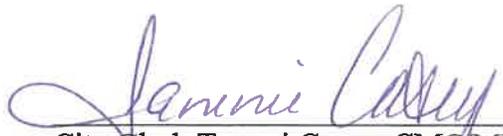
RESOLUTIONS

RESOLUTION NO. 20-08 – A RESOLUTION AUTHORIZING EMERGENCY TELEPHONIC OR VIRTUAL MEETINGS

Butch Cooley made a motion and so moved to approve Resolution No. 20-08. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Fleischmann, yes; Hood, (excused); Plunk, (excused); McArthur, yes; Cooley, yes; Sullivan, yes; Seidenstricker, yes; 6 Yeas: **Resolution passed.**

A motion to adjourn the meeting was made by Jason Fulbright. Seconded by Tim Seidenstricker. Voice vote: All Yeas.

Meeting adjourned at 7:09 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: EMERGENCY MEETING

DATE: 3/12/2020

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: EJ FLEISCHMANN

COUNCIL: MARK HOOD

COUNCIL: GARY PLUNK

COUNCIL: BRIAN MCARTHUR

COUNCIL: BUTCH COOLEY

COUNCIL: VERN SULLIVAN

COUNCIL: TIM SEIDENSTRICKER

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

ROLL CALL	RESOLUTION NO 20-08				
PRESENT					
ARRIVED 7:01	YES				
PRESENT	YES				
EXCUSED	EXCUSED				
EXCUSED	EXCUSED				
PRESENT	YES				
PRESENT	YES				
PRESENT	YES				
PRESENT	YES				
PRESENT	PARKS DIR:	DICKIE BROWN			EXCUSED
PRESENT	PUBLIC WORKS:	JUDY WAGNER			PRESENT
PRESENT	TREASURER:	DAN KROUPA			EXCUSED
PRESENT	POLICE DEPT.	CHIEF SHOCKEY			PRESENT
PRESENT					

Those in attendance as noted by City Clerk Tammi Casey; Mayor Ron Counts, Fulbright, Fleischmann, Hood (excused), Plunk (excused), McArthur, Cooley, Sullivan, Seidenstricker, Richison, Bookless, Lehmann, Sweeney, Brown (excused), Wagner, Kroupa (excused) and Chief Shockey.

OUTDOOR WARNING SIRENS

Deion Christopher provided council with an update to the outdoor warning sirens. The City has seven identical sirens and the voice and sound boards have been replaced. The batteries are charged by solar panels which are placed in front of each siren. Each pole has eight speakers with four drivers in each speaker. We test alarms silently every Wednesday. In April 2019 Deion requested a full warning siren system stress test and found some faulty voice boards, causing some of the sirens to not work as loudly as they should. From October 2019 through February 2020 new voice and sound boards were created and tested, the software was configured and the boards were installed. Staff has been trained to set off the sirens and speaker output is now at optimal power at all sites.

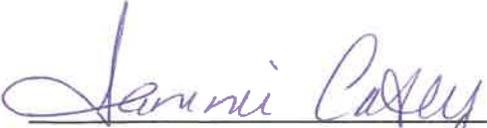
OFF PREMISE SIGNS

Bob Sweeney informed council that "On Premise" signs are signs that are on the property for which it is advertising. "Off Premise" signs are signs that are on a different piece of property for which it is advertising. Our code prohibits off premise signs. This is nothing new, but until just recently the City has not had the staff to enforce this section of the code. The City prohibits off premise signs due to the US Supreme Court ruling that makes it illegal to discriminate based upon the content of a sign. This ruling makes it very difficult to allow some off premise signs but not others. This is why the city code has a blanket prohibition on off premise signs and why staff recommends that our sign regulations not be changed. Discussion followed by council. Mr. Sweeney stated he does not think it is prudent to allow some types of signs made by a special request, because to do so would open it up to all signs. Bryan Richison informed council that unless he hears otherwise tonight, the city will not change the code. Council did not speak; the code will remain as is.

Butch Cooley made a motion and so moved to adjourn the meeting. Seconded by Vern Sullivan.

Voice vote: All Yeas.

Meeting adjourned at 7:36 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: WORK SESSION

DATE: 3/12/2020

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		IN ATTENDANCE				
MAYOR	<u>RON COUNTS</u>	PRESENT				
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT				
COUNCIL:	<u>EJ FLEISCHMANN</u>	PRESENT				
COUNCIL:	<u>MARK HOOD</u>	EXCUSED				
COUNCIL:	<u>GARY PLUNK</u>	EXCUSED				
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT				
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT				
COUNCIL:	<u>VERN SULLIVAN</u>	PRESENT				
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	PRESENT				
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DICKIE BROWN		EXCUSED
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	JUDY WAGNER		PRESENT
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:	DAN KROUPA		EXCUSED
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.	CHIEF SHOCKEY		PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT				

CITY OF ARNOLD PAYROLL WARRANT

PAYROLL PERIOD ENDED: **3/20/20**
 PAYCHECKS DATED: **3/25/20**

PAYROLL WARRANT NUMBER: **1339**
 PAYROLL NUMBER: **2020-6**

DETAIL OF GROSS PAYROLL

REGULAR	275,628.68
REGULAR- P.T.	12,120.78
HOLIDAY	
VACATION	6,964.59
SICK	6,751.98
OVERTIME	10,066.31
PERSONAL TIME	2,883.48
HOLIDAY PAY	
LONGEVITY	-
COMP TIME	1,598.32
FUNERAL LEAVE	144.00
WORK COMP SUPPLEMENT	-
SAFETY INCENTIVE	-
MILITARY LEAVE	
ON-CALL	375.08
VEHICLE	200.00
SECONDARY REGULAR-Swim	900.00
PHONE ALLOWANCE/IPAD	25.00
CLOTHING ALLOWANCE	-
EMERGENCY MANAGER	76.93
HEALTH INSURANCE REIMBURSED	-
LOCK-IN REC CENTER	
TOTAL GROSS PAY	<u>317,735.15</u>

DETAIL OF DEDUCTIONS WITHHELD

FICA/MEDICARE	23,068.18
FEDERAL	30,835.29
STATE	13,554.00
LOCAL	35.52
POLICE PENSION	12,549.06
GARNISHMENT	682.69
VOYA ING	4,683.00
WASHINGTON NAT'L	350.95
ICMA	-
VISION	
SUPPLEMENTAL LIFE	392.65
SHORT TERM DISABILITY	230.61
FLEX SPENDING	2,597.51
DEPENDENT CARE	-
HEALTH INS-EMPLOYEE COST	7,842.64
REC MEMBERSHIP	-
AFLAC	301.87
DENTAL	5,217.56
LEISURE PASS	
HEALTH INS-SPOUSE	-
BANKRUPTCY PAY	
MISC	
IPAD PAY	
DATA PLAN	

PAYROLL SUMMARY

GROSS PAY	317,735.15
DEDUCTIONS	102,341.53

NET PAY	<u>215,393.62</u>	TOTAL DEDUCTIONS	<u>102,341.53</u>
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I certify the monies referenced by this warrant are due and owing by the City of Arnold.

DATE _____ CITY CLERK _____

The warrant has been approved by the Council of the City of Arnold.

DATE _____ MAYOR _____

I certify that cash is available from the appropriate fund for payment of this warrant.

DATE _____ TREASURER _____

CITY OF ARNOLD PAYROLL 2020-6
DETAIL OF OVERTIME BY DEPARTMENT P/R A58 P/E 03/20/2020

<u>DEPARTMENT</u>	<u>TOTAL OVERTIME</u>
IT DEPT	941.28 IT Duties
GEN & ADM	
COURT	
MAYOR/PARKS	
ADMINISTRATOR	
TOURISM	
FINANCE	
CLERK/COLL	
PLANNING	
POLICE	7,686.35 Traffic Grants
DISPATCHERS	553.04 Manpower Shortage
BUILDING	
PUBLIC WORKS	
FLEET	
STREET	518.50 Clean Stream
PARKS	
RECREATION	
HEALTH	-
RABIES	335.04 Pound Duties
GOLF	
STORMWATER	
PARKS/REC PT EMPLOYE	
TOTAL	10,034.21

CITY OF ARNOLD GENERAL WARRANT

WARRANT NO: 5759

WARRANT DATE: April 2, 2020

	General Fund	Rec Center Fund	Golf Course Fund	Stormwater Fund	Totals
Manual checks	308,686.90	5,902.07			314,588.97
System checks	110,091.94	13,572.73	774.35	1,844.40	126,283.42
	<u>418,778.84</u>	<u>19,474.80</u>	<u>774.35</u>	<u>1,844.40</u>	<u>440,872.39</u>

I certify this warrant has been approved by the Council of the City of Arnold.

Date _____ City Clerk _____

I certify this warrant has been approved by the Council of the City of Arnold.

Date _____ Mayor _____

I certify that cash is available from the appropriate fund for payment of this warrant.

Date _____ Treasurer _____

Account Coding

Services:

43110 legal
43120 engineering
43130 financial
43140 medical
43150 election fees
43160 park programs
43170 web site
43180 municipal judge
43190 prosecutor
43220 trash hauling
43240 data processing
43250 MSD treatment
43260 grass mowing services
43270 temporary personnel
43280 pool management
43290 miscellaneous
43295 street repairs

Specialties:

43310 utility tax rebates
43330 trash rebate

Staff Development:

44110 travel & lodging
44130 mileage
44140 seminars
44150 memberships
44160 education
44170 special events

Supplies:

45010 advertising
45090 equipment rental
45105 rec supplies
45106 bday party supplies
45110 general operating
45112 maintenance supplies
45115 road projects
45118 stormwater projects
45120 pool
45130 concessions
45131 beer
45135 merchandise for resale
45140 detective bureau
45141 investigative fund
45145 crime prevention
45147 DARE expenditures
45150 uniforms
45160 janitorial
45170 K-9 police dog
45180 jail
45190 other

Refund Accounts:

Stormwater	37020
Trash	37010
Street Use	32280
Lock In Deposit	37082
Rabies	32270
Restitution	20140
Special Event	44170

Office Expenses:

45210 printing
45220 postage
45230 copier supplies
45240 subscriptions
45250 expendable equip
45270 microfilm supplies
45290 office supplies

Vehicles:

45310 gas & oil
45320 maintenance

Telephone:

46110 regular service
46130 long distance
46140 cellular
46145 car cell phones
46150 pagers

Utilities:

46210 electric
46220 gas
46230 water
46240 sewer/stormwater

Maintenance:

46410 buildings
46420 technical equipment
46430 office equipment
46440 fitness equipment

Tourism Expenses

47510 Arnold Days
47515 July 4th
47525 Signage & Advertising
47530 Radio/Television
47535 Park Outdoor Concerts
47540 Rickman Series
47545 Green Thumb
47553 Elvis
47556 Gobble Run
47562 Marketing & Promotions
47575 Miscellaneous

Asset Purchases:

49130 land & buildings
49132 Greenway Plan
49140 office equipment
49150 vehicles
49160 technical equipment

Department Numbers

.035 TOURISM COMMISSION
105 GENERAL/ADMIN
110 MAYOR
115 Information Technology
120 COURT
130 CITY ADMINISTRATOR
140 TREASURER
150 FINANCE
160 CLERK/COLLECTOR
180 ATTORNEY
190 ELECTIONS
191 PLANNING
210 POLICE
220 POLICE BOARD
230 DISPATCH
240 BUILDING COMMISSION
250 DRUG FORFEITURE
310 PUBLIC WORKS
315 FLEET
320 HWY & STREET
330 PARKS/RECREATION
340 RECREATION CENTER
410 HEALTH
420 RABIES
440 GOLF COURSE
450 VECTOR
460 SOLID WASTE
480 STORMWATER

Disbursement Accounts

00 - General Fund
30- POST Fund
35 - Tourism Fund
43 - Rec Center Fund
44 - Golf Course Fund
48 - Stormwater Fund

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:53:46
 SELECTION CRITERIA: transact.disb_fund='00'
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020

CITY OF ARNOLD
 PAGE NUMBER: 1
 ACCPAS1
 ACCOUNTING PERIOD: 7/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
A0079	AA QUICK PLUMBING & SEWER SE	105	46410	12943	CABLE DRAIN-PD LCKR R
TOTAL CHECK				195.00	
A0012	AFLAC	00	20356	164999	ACCIDENT INS 4/2020
		00	20357	164999	CANCER INS 4/2020
TOTAL CHECK			20359	164999	HOSP IDMTY 4/2020
A0020	AMERICAN CLEANERS	210	45150	03062020	CLEAN CLOTHES 2/2020
TOTAL CHECK				181.00	
A0028	AMERIGAS	330	46220	3104236571	120.4 GAL PROPANE
TOTAL CHECK				351.51	
A0101	AUS ST LOUIS MC LOCKBOX	330	45150	316034859	UNIFORMS
		320	45150	316034860	UNIFORMS
		420	45150	316034861	UNIFORMS
		315	45110	316034862	SHOP TOWELS
		315	45150	316034862	UNIFORMS
		115	45150	316034863	UNIFORMS
TOTAL CHECK			45150	316034863	UNIFORMS
				6.31	
				125.91	
A0035	ARNOLD ANIMAL HOSPITAL	210	45170	699689	MEDS-YODA
		420	45110	699961	CANINE RABIES
		420	45110	700558	FELINE RABIES
TOTAL CHECK			45110	700651	MALE FELINE ADOPTION
				108.74	
A0365	ARROWHEAD SCIENTIFIC INC	210	45140	124277	NIK TEST KITS
TOTAL CHECK				57.50	
A0050	AUTHORIZED ELEVATOR INC	105	46410	25426	SWAP T CABLES
TOTAL CHECK				697.50	
B0544	BAKA LLC	310	45160	552	URINAL/COMMODE MATS
		105	45160	557	WIPES & TOWELS
TOTAL CHECK			45160	557	WIPES & TOWELS
				1,074.63	
B0594	THE BOARD UP CO	240	43265	03122020	BOARD UP 456 JUNE
TOTAL CHECK				300.00	
B0356	BURNES-CITADEL SECURITY CO	330	43290	135532	MONITORING 4-6/2020
TOTAL CHECK				90.00	

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:53:46
 TRANSACTION CRITERIA: transact disb_fund='00'
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020

CITY OF ARNOLD
 PAGE NUMBER: 2
 ACCTPAST1
 ACCOUNTING PERIOD: 7/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
C0038	120	43180		128273	2,100.00	SERVICES 2/2020
CARMODY MACDONALD						
TOTAL CHECK					2,100.00	
C0144	240	45150		20-0662	139.99	BOOTS-J SCHAUB
CHUCK'S ACQUISITION COMPANY						
TOTAL CHECK					139.99	
C0523	191	43170	200005	111020727-1	395.00	WEBSITE FOR RETAIL SPACE
COSTAR REALTY INFORMATION IN						
TOTAL CHECK					395.00	
C0132	310	45115	200083	00022	194.50	FOX CAMPUS RIGHT TURN LAN
CRAWFORD, BUNTE, BRAMMEIER						
TOTAL CHECK					194.50	
D0082	210	45140	200384	1188070	347.40	GLOVES
DASH MEDICAL GLOVES						
TOTAL CHECK					347.40	
D0261	310	45110		N-001012	110.25	STOCK 1ST AID KIT
DISCOVERY FIRST AID &						
	315	45110		N-001012	62.25	STOCK 1ST AID KIT
	310	45110		N-001100	102.50	STOCK 1ST AID KIT
	315	45110		N-001100	40.05	STOCK 1ST AID KIT
	310	45110		N001178	79.35	STOCK 1ST AID KIT
	315	45110		N001178	46.05	STOCK 1ST AID KIT
TOTAL CHECK					440.45	
E0159	180	43190		03232020	2,000.00	SERVICES 03/2020
WILLIAM J EKISS						
TOTAL CHECK					2,000.00	
F0029	320	45320	200410	PIPE1831710	29.34	REPLACE DOOR GLASS & SEAL
JOHN FABICK TRACTOR CO						
TOTAL CHECK					305.17	REPLACE DOOR GLASS & SEAL
F0056	320	45110		MOSL664856	106.41	VESTS, SAFETY GLASSES
PASTENAL						
TOTAL CHECK					83.64	SAFETY GLASSES
F0076	210	44150		03112020	50.00	S MUSIAL MEMBERSHIP
FBI-LEEDA						
TOTAL CHECK					50.00	
G0120	00	14005	200400	20-080A	25,000.00	ARNOLD DAYS CELEBRATION F
GATEWAY PYROTECHNIC PRODUCTI						
TOTAL CHECK					12,500.00	4TH OF JULY CELEBRATIONFI
G0008	150	44150		0217114	150.00	B LEHMANN MEMBERSHIP
GOVERNMENT FINANCE OFFICERS						
TOTAL CHECK					150.00	
H0007	140	43130		74861	1,000.00	FY19 AUDIT
HOCHSCHILD, BLOOM & COMPANY						
TOTAL CHECK					1,000.00	

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:53:46
 SELECTION CRITERIA: transact,disb_fund='00'

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020

PAGE NUMBER: 3
 ACCTPA51
 ACCOUNTING PERIOD: 7/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
H0350	105	49130	200385	S1345736.001	558.22	PVC PIPE & FITTINGS FOR N
HOLT ELECTRICAL SUPPLIES					558.22	
TOTAL CHECK						
H0294	320	45110		BOX0011382	250.00	BOX RENTAL
THE HOME CITY ICE COMPANY					250.00	
TOTAL CHECK						
H0008	105	49130		24856	296.56	ALUM C CHANNEL
HOME DEPOT CREDIT SERVICES					296.56	
TOTAL CHECK						
H0009	320	45310	200051	81167	12.37	FY20 FUEL
HOME SERVICE OIL CO				815148	750.50	FY20 FUEL
TOTAL CHECK					762.87	
H0274	105	49130		89091	24.36	CONCRETE-PW/PARKS BLD
HOUSKA'S ACE HARDWARE				89142	4.98	DISTILLED WATER
	330	45110		89300	34.98	SCREWS, NUTS, LITERBULBS
	320	45110		89397	19.12	KEYBLANKS
	310	45110		89418	39.36	TIRE CLEANER, ARMOR A
	320	45110		89419	11.56	DOUBLE CUT KEYS
	240	45110		89485	28.72	DROPCLOTS, TOWLETTES
TOTAL CHECK					163.08	
I0009	210	43290	200336	53556S03K7	305.00	ADMIN FEE
IPMA					305.00	
TOTAL CHECK						
J0143	330	46420		806695	39.47	HITCH EXT. PIN/CLIPS
JOHN DEERE FINANCIAL				86051107	74.99	BOOTS-R GROUTAN
	330	45150		86059724	144.99	C LEHNOFF JACKET
	330	45150		86059726	144.99	J ANDERSON JACKET
TOTAL CHECK					404.44	
J0198	00	32280		03162020	150.00	RFND 3 DRWYV PERMITS
JOINT SEALING SOLUTIONS					150.00	
TOTAL CHECK						
K0047	320	45110		207992	227.91	CAULK
K & K SUPPLY					227.91	
TOTAL CHECK						
K0253	320	46420		8504	100.43	24" RETURN ROLLER
KIMCO USA INC					100.43	
TOTAL CHECK						
L0218	105	43170	200106	803801AR	1,585.83	SOCIAL MEDIA, WEBSITE UPD
LEINICKE GROUP					1,585.83	
TOTAL CHECK						
L0137	330	45110	200328	105671	475.00	2X2X3 CONCRETE BLOCKS
LEWAY CONCRETE BLOCK CO					475.00	
TOTAL CHECK						

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:53:46
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020
 SELECTION CRITERIA: transact.disb_fund='00'

PAGE NUMBER: 4
 ACCTPASI
 ACCOUNTING PERIOD: 7/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
L0011	210	45150	495469-01	69.99	L/S TEXTROP-SIKES
LEON UNIFORMS	210	45150	495469-02	52.94	POLO-SIKES
	210	45150	495990-01	111.98	PANTS-HEROLD
TOTAL CHECK	210	45150	497888	120.00	RAINCOAT-PALME
				354.91	
L0083	150	46510	16418093	634.00	B LEHMANN BOND
MIDWEST SERIES OF LOCKTON CO	160	46510	16418094	638.00	T CASEY BOND
TOTAL CHECK	140	46510	16503209	132.00	KROUPA BOND 4/15-6/29
				1,404.00	
L0068	315	46420	SMO011842-1	600.00	GENERATOR MNTNG
LUBY EQUIPMENT SERVICES				600.00	
TOTAL CHECK					
M0017	105	46130	03132020	45.72	LONG DISTANCE
MCI TELECOMMUNICATIONS				45.72	
TOTAL CHECK					
M0674	210	45290	200390	1,371.83	5 CASES OF FACE MASKS
MED-TECH RESOURCE LLC				1,371.83	
TOTAL CHECK					
M0357	330	45110	164491-2020	500.00	RENEW LIQUOR LICENSE
MISSOURI DIRECTOR OF REVENUE				500.00	
TOTAL CHECK					
M0305	320	45010	744659498	44.80	AD-CNCRT ST REPLCMNT
MISSOURI LAWYERS MEDIA				44.80	
TOTAL CHECK					
M0081	310	45320	03132020	47.24	RPLC CK 94132
MISSOURI VOCATIONAL ENTERPRI	330	45320	03132020	23.62	RPLC CK 94132
TOTAL CHECK				70.86	
N0078	330	46420	4388-498882	83.81	SEALS,TAPER ROLLER
NAPA AUTO PARTS	330	45250	4388-499109	3.99	TOOL
TOTAL CHECK				87.80	
O0053	210	45290	513135-0	140.77	DVD,PAPER,MATERS
OFFICE SOURCE	210	45290	514548-0	78.33	PAPER,PENS,AIRDSTRS,P
TOTAL CHECK	105	45290	514554-0	54.55	IMNT PCH, INK, FLAGS
				273.65	
P0011	330	46420	4906045	251.94	TIRES
PLAZA TIRE SERVICE				251.94	
TOTAL CHECK					

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:53:46
 SELECTION CRITERIA: transact disb_fund='00'

CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020
 CITY OF ARNOLD

PAGE NUMBER: 5
 ACCTPAS1
 ACCOUNTING PERIOD: 7/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
P0316	330	45090	29329	175.00	ACP 4/2020
PORTABLE WATER CLOSET LLC	330	45090	29330	100.00	STRWBERRY CRK 4/2020
	330	45090	29331	44.41	POMME PARK 4/2020
	330	45090	29332	100.00	FBL 4/2020
	330	45090	29333	100.00	ARCH PRK 4/2020
	330	45090	29334	100.00	DOG PARK 4/2020
TOTAL CHECK				619.41	

Q0021	315	45250	200361	697.50	CARDIAC SCIENCE G5 AED PE
QUICK CARE OXYGEN	410	45250	200361	348.75	CARDIAC SCIENCE G5 AED PE
TOTAL CHECK	420	45250	200361	1,395.00	CARDIAC SCIENCE G5 AED PE

R0054	105	49160	200358	6,115.00	LABOR & MATERIAL FOR ELEC
REINHOLD ELECTRIC INC				6,115.00	
TOTAL CHECK					

R0008	115	43240	434546	112.50	CHARTER DNS ISSUES
REJIS COMMISSION				112.50	
TOTAL CHECK					

R0014	105	45160	200388	386.28	TISSUE
ROYAL PAPERS INC	310	45160	200387	335.47	TOWELS
TOTAL CHECK	310	45160	957563	247.95	FOAM HAND SOAP
				969.70	

S0023	105	45160	7308-03/2020	151.62	FEBREZE, AIRWICK, BATT
SAM/S CLUB DIRECT	105	45290	7308-03/2020	17.96	COFFEE - CWS
TOTAL CHECK	310	45160	7308-03/2020	168.67	TRASH BAGS, FEBREZE
				338.25	

S0198	320	45250	183907	22.95	NO SPILL GAS CAN
SCOTT'S POWER EQUIPMENT SOUT				22.95	
TOTAL CHECK					

S0328	115	43290	200037	12,251.18	NEW ACB BOARDS 100W DRIVE
SECOND SIGHT SYSTEMS				12,251.18	
TOTAL CHECK					

S0609	210	43290	8129323800	154.16	SHREDDING 02/2020
SHRED IT				154.16	
TOTAL CHECK					

S0027	210	45140	437865	43.90	TESTS
SIRCHIE FINGER PRINT LABORAT				43.90	
TOTAL CHECK					

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:53:46
 SELECTION CRITERIA: transact.disb_fund='00'
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020
 CITY OF ARNOLD
 ACCOUNTING PERIOD: 7/20
 PAGE NUMBER: 6
 ACCTPA51
 ACCOUNTING PERIOD: 7/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
S0191	00	13003		03172020	191.08	LONG TERM 4/2020
STANDARD INSURANCE CO	00	13005		03172020	174.71	LONG TERM 4/2020
	00	20375		03172020	541.67	SHORT TERM 4/2020
	00	20380		03172020	1,652.12	LIFE INS 4/2020
	00	20385		03172020	861.05	ADDL LIFE INS 4/2020
	115	42225		03172020	78.98	LONG TERM 4/2020
	120	42225		03172020	28.49	LONG TERM 4/2020
	130	42225		03172020	103.58	LONG TERM 4/2020
	150	42225		03172020	158.22	LONG TERM 4/2020
	160	42225		03172020	70.45	LONG TERM 4/2020
	191	42225		03172020	137.07	LONG TERM 4/2020
	210	42225		03172020	2,493.16	LONG TERM 4/2020
	230	42225		03172020	122.78	LONG TERM 4/2020
	240	42225		03172020	.00	NITVENS 3/2020
	240	42225		03172020	222.01	LONG TERM 4/2020
	310	42225		03172020	131.29	LONG TERM 4/2020
	315	42225		03172020	68.94	LONG TERM 4/2020
	320	42225		03172020	279.17	LONG TERM 4/2020
	330	42225		03172020	245.74	LONG TERM 4/2020
	410	42225		03172020	24.08	LONG TERM 4/2020
	420	42225		03172020	58.16	LONG TERM 4/2020
TOTAL CHECK					7,642.75	
S0191	00	20340		03312020	5,483.80	DENTAL INS 4/2020
STANDARD INSURANCE COMPANY	00	20343		03312020	887.24	VISION INS 4/2020
TOTAL CHECK					6,371.04	
S0625	115	43240	200069	274012	7,813.84	APP HOSTING SERVICES
SUPERIOR LLC						
TOTAL CHECK					7,813.84	
T0207	210	45240	200101	841950794	191.24	CLEAR FOR LAW ENFORCEMENT
THOMSON REUTERS - WEST						
TOTAL CHECK					191.24	
T0234	330	45110	200401	765259	950.00	DROP 6 TREES IN WOODS, LE
TJS LAWN CARE & LANDSCAPING						
TOTAL CHECK					950.00	
T0239	210	45320		19091	93.70	ANTI THEFT BELLWOS
TREMCO PRODUCTS INC						
TOTAL CHECK					93.70	
T0253	310	45250	200375	1471216	2,367.00	STORAGE SHED
TUFF SHED						
TOTAL CHECK					2,367.00	
V0025	320	46420		PH1343	85.72	LOCKING PIN
VERBER OF MISSOURI & ILLINO	330	45090	200244	R09796	2,320.00	RENT CHIPPER FOR BRUSH PR
TOTAL CHECK					2,405.72	
W0010	210	45250		0280-02/2020	13.48	USB
WALMART COMMUNITY BRC	210	45180		9201-02/2020	17.88	DAWN SOAP
TOTAL CHECK					31.36	

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:53:46
 SELECTION CRITERIA: transact.disb_fund='00'

CITY OF ARNOID
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020
 PAGE NUMBER: 7
 ACCTPA51
 ACCOUNTING PERIOD: 7/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
W0303	00	20350	P1998043	750.78	SUPPLMNTL INS 3/2020
WASHINGTON NATIONAL INSURANC				750.78	
TOTAL CHECK					
W0004	210	45320	274611	284.70	BLNKS, TB ARM
WIRELESSUSA				284.70	
TOTAL CHECK					
Z0001	105	45160	9004982263	255.48	ZEP DZ-7-4-1 GL
ZEP MANUFACTURING CO				255.48	
TOTAL CHECK					
TOTAL CASHABLE CHECKS				110,091.94	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				110,091.94	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 69					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

SUPERIOR
DATE: 03/30/2020
TIME: 10:57:53

CITY OF ARNOLD
CHECK REGISTER - BY FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.trans_date>'20200319 00:00:00.000'
ACCOUNTING PERIOD: 7/20

FUND - 43 - RECREATION CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	200266	03/12/20	A0019 AMERENDE	340	46210	1695 MO ST 1/19-2/1	0.00	5,902.07
TOTAL CASH ACCOUNT							0.00	5,902.07
TOTAL FUND							0.00	5,902.07
TOTAL REPORT							0.00	314,588.97

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:54:40
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020
 SELECTION CRITERIA: transact_disp_fund=43
 CITY OF ARNOLD
 PAGE NUMBER: 1
 ACCPA51
 ACCOUNTING PERIOD: 7/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
A0376	340	43165	200337	652.50	MOVIE SCREEN
AGR INC			119721		
TOTAL CHECK				652.50	
B0234	340	43165	03242020	1,092.14	BOOT CAMP 1/6-3/1
BASIC TRAINING INC					
TOTAL CHECK				1,092.14	
B0591	43	20108	03202020	250.00	REFUND VBALL FEE
JENNIFER BEIDLE					
TOTAL CHECK				250.00	
B0593	43	20108	03232020	31.50	REFUND SWIM LESSONS
CHRISTINE BEHTR					
TOTAL CHECK				31.50	
B0592	43	20108	03202020	63.00	REFUND SWIM LESSONS
NICOLE BONO					
TOTAL CHECK				63.00	
C0535	340	46440	KBKWO2103	260.00	REPAIR BIKE
CERTIFIED FITNESS EQUIPMENT					
TOTAL CHECK				260.00	
C0536	43	20108	03202020	42.00	REFUND SWIM LESSONS
SARAH CETRO					
TOTAL CHECK				42.00	
C0537	43	20108	03232020	31.50	REFUND SWIM LESSONS
NIKKI COLLINS					
TOTAL CHECK				31.50	
D0309	43	20108	03202020	20.00	REFUND NERF WARS
KEITH DEVENPECK					
TOTAL CHECK				20.00	
D0310	43	20108	03172020	32.91	MERSHP REFUND
JIMMY DUNN					
TOTAL CHECK				32.91	
F0169	340	43165	03242020	540.00	ZUMBA 1/7-3/12
JODY PAGAN					
TOTAL CHECK				540.00	
F0232	43	20108	03232020	31.50	REFUND SWIM LESSONS
ANGELA FIORETTA					
TOTAL CHECK				31.50	
G0269	43	20108	03232020	42.00	REFUND SWIM LESSONS
JOHN GARNER					
TOTAL CHECK				42.00	
G0013	340	45112	9472978684	67.12	SHOWER CURTAINS
MW GRAINGER					
TOTAL CHECK				67.12	

SUPERION
 DATE: 03/30/2020
 TIME: 10:54:40
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020
 SELECTION CRITERIA: transact_disb_fund=43

CITY OF ARNOUD
 PAGE NUMBER: 2
 ACCTPA51
 ACCOUNTING PERIOD: 7/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
H0195	340	43165	03232020	270.00	SLVRSNKR/YGA2/24-3/16
HEALTH IS INSIDE	340	43165	32320	320.00	PRSNL TRNR 2/24-3/16
TOTAL CHECK				590.00	
H0114	340	43165	03242020	777.42	CLASSES 3/-3/16
KYMBERLY B HUIE				777.42	
TOTAL CHECK					
H0416	43	20108	03172020	250.00	DEPOST/PRTL RENT RFND
MANDY HUTSON				250.00	
TOTAL CHECK					
K0271	43	20108	03232020	63.00	REFUND SWIM LESSONS
JOSH KAESTNER				63.00	
TOTAL CHECK					
K0268	43	20108	03202020	250.00	REFUND V BALL FEE
LANA KELAM				250.00	
TOTAL CHECK					
M0678	43	20108	03202020	42.00	REFUND SWIM LESSONS
CHRISTINE MAUBER				42.00	
TOTAL CHECK					
M0109	340	46410	200383	588.06	AUTOMATIC RETROFIT KITS
MILFORD SUPPLY CO., INC.				588.06	
TOTAL CHECK					
P0113	340	45106	S0758208939	30.00	5 PIZZAS
PAPA JOHNS INTERNATIONAL	340	45106	S0758208940	30.00	5 PIZZAS
	340	45106	S0758208941	30.00	5 PIZZAS
TOTAL CHECK	340	45106	S0782038	120.00	5 PIZZAS
P0332	43	20108	03172020	150.00	REFUND DEPOSIT
LONNA PORTELL				150.00	
TOTAL CHECK					
R0311	43	20108	03182020	150.00	REFUND DEPOSIT
TERRY RICHTER				150.00	
TOTAL CHECK					
R0014	340	45160	955726	69.96	PURELL & CLOROX WIPES
ROYAL PAPERS INC	340	45160	956613	141.80	FOAM SOAP, SEAT COVERS
	340	45160	958974	290.53	TISSUE, MAGIC ERASER
TOTAL CHECK	340	45160	B958974-2	54.95	DISINFECT SPRAY, LINER
				557.24	
S0023	340	45106	9661-2/2020	204.30	WATER, CAPRI SUN
SAW'S CLUB DIRECT				204.30	
TOTAL CHECK					

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:54:40
 SELECTION CRITERIA: transact_disp_fund=43
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020

CITY OF ARNOLD
 PAGE NUMBER: 3
 ACCTPA51
 ACCOUNTING PERIOD: 7/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
S0025	340	46410	2259-5	298.50	PAINT
SHERWIN WILLIAMS					
TOTAL CHECK				298.50	
T0003	340	46410	200346	3,995.13	AMPLIFIER
TECH ELECTRONICS			N000013692		
TOTAL CHECK				3,995.13	
T0233	340	43165	03242020	80.00	REF VBALL 3/10
CAROL TINNEA					
TOTAL CHECK				80.00	
T0087	340	46410	6712449	62.92	FILTERS
TRANE			6801737	-43.56	RETURN FILTERS
			6963813	-205.80	RETURN FILTERS
			7778396	788.93	FILTERS
			7825235	-788.93	CM-BILLING ERRORS
			7825308	764.60	12X24X2 FILTER
TOTAL CHECK			200282	578.16	
T0254	43	20108	03202020	42.00	REFUND SWIM LESSONS
TUYET MAI TRUONG					
TOTAL CHECK				42.00	
W0345	340	43165	03232020	800.00	02/2020 NERF WARS
WACKY WARRIORS					
TOTAL CHECK				800.00	
W0010	340	45106	0531-2/2020	106.56	CUPCAKES
WALMART COMMUNITY BRC			1284-2/2020	37.87	NERF WAR SPLYS
			2093-3/2020	76.62	KIDS CLUB/MBRSHIP SPLY
			3092-3/2020	142.08	CUPCAKES
			4392-3/2020	124.32	CUPCAKES
			4392-3/2020	19.70	FACIAL TISSUE
			8286-2/2020	106.56	CUPCAKES
			8895-2/2020	23.36	MEMBR APPRCN SPLYS
			9179-2/2020	83.46	STORAGE BINS
			9684-2/2020	4.72	NAPKINS
TOTAL CHECK				725.25	
W0361	43	20108	03202020	84.00	REFUND SWIM LESSONS
JILL WHEATLEY					
TOTAL CHECK				84.00	
W0362	43	20108	03232020	31.50	REFUND SWIM LESSONS
BROOKE WILLIAMS					
TOTAL CHECK				31.50	
W0358	340	43165	03242020	40.00	REF V BALL 3/10
MARK TRACEY WINKLE					
TOTAL CHECK				40.00	
TOTAL CASHABLE CHECKS				13,572.73	
TOTAL EFT VOUCHERS				.00	

SUPERIOR
DATE: 03/30/2020
TIME: 10:54:40
SELECTION CRITERIA: transact_disb_fund=43

CITY OF ARNOID
CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
TOTAL REPORT				13,572.73	
TOTAL NUMBER OF CHECKS TO BE ISSUED				36	
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED				0	

PAGE NUMBER: 4
ACCTPA51
ACCOUNTING PERIOD: 7/20

SUPERIOR
 DATE: 03/30/2020
 TIME: 10:54:55
 SELECTION CRITERIA: transact_disp_fund='44'
 PAYMENT TYPE: ALL

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020
 PAGE NUMBER: 1
 ACCTPASI
 ACCOUNTING PERIOD: 7/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
S0198	440	45250	181390	585.00	BACKPACK BLOWER
SCOTT'S POWER EQUIPMENT SOUT	440	45250	184442	189.35	MOTOR STARTER
TOTAL CHECK				774.35	
TOTAL CASHABLE CHECKS				774.35	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				774.35	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 1					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

SUPERION
 DATE: 03/30/2020
 TIME: 10:55:09
 SELECTION CRITERIA: transact.dfsb_fund='48'

CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/02/2020
 CITY OF ARNOID

PAGE NUMBER: 1
 ACCTPAST
 ACCOUNTING PERIOD: 7/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0101	480	45150		316034865	20.59	UNIFORMS
AUS ST LOUIS MC LOCKBOX						
TOTAL CHECK					20.59	
C0165	480	45250	200368	97388	975.00	25 GALLONS OF WEED KILLER
CHEMCO INDUSTRIES INC						
TOTAL CHECK					975.00	
C0397	480	46420		CT-11163	120.00	LABOR-RPLC SENSOR
CORRO TECH INDUSTRIAL PRODU						
TOTAL CHECK					120.00	
D0184	480	45320		03202020	63.88	BRAKE A WAY SWITCH
DAVIS UTILITY TRAILER SALES						
TOTAL CHECK					63.88	
D0261	480	45110		N-001012	41.79	STOCK 1ST AID KIT
DISCOVERY FIRST AID &				N-001100	43.80	STOCK 1ST AID KIT
TOTAL CHECK				N001178	43.55	STOCK 1ST AID KIT
					129.14	
H0274	480	45250		89260	190.85	UTILITY PUMP, HOSE
HOUSKA'S ACE HARDWARE				89323	26.99	TAPE RULE
TOTAL CHECK				89424	13.99	MASON LINE & REEL
				89476	13.99	CEMENT RAIN N SHINE
					245.82	
M0071	480	45110		34602006870	250.00	MS4 PERMIT
MISSOURI DEPT OF NATURAL RES						
TOTAL CHECK					250.00	
M0081	480	45320		031320	39.97	RPLC CK 94167
MISSOURI VOCATIONAL ENTERPRI						
TOTAL CHECK					39.97	
TOTAL CASHABLE CHECKS					1,844.40	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					1,844.40	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 8						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

CITY OF ARNOLD GENERAL WARRANT

WARRANT NO: 5760

WARRANT DATE: April 16, 2020

	General Fund	Rec Center Fund	Stormwater Fund	Totals
Manual checks	243,748.37	3,758.59	172.66	247,679.62
System checks	134,273.35	7,033.86	1,345.25	142,652.46
	<u>378,021.72</u>	<u>10,792.45</u>	<u>1,517.91</u>	<u>390,332.08</u>

I certify this warrant has been approved by the Council of the City of Arnold.

Date _____ City Clerk _____

I certify this warrant has been approved by the Council of the City of Arnold.

Date _____ Mayor _____

I certify that cash is available from the appropriate fund for payment of this warrant.

Date _____ Treasurer _____

Account Coding

Services:

43110 legal
43120 engineering
43130 financial
43140 medical
43150 election fees
43160 park programs
43170 web site
43180 municipal judge
43190 prosecutor
43220 trash hauling
43240 data processing
43250 MSD treatment
43260 grass mowing services
43270 temporary personnel
43280 pool management
43290 miscellaneous
43295 street repairs

Specialties:

43310 utility tax rebates
43330 trash rebate

Staff Development:

44110 travel & lodging
44130 mileage
44140 seminars
44150 memberships
44160 education
44170 special events

Supplies:

45010 advertising
45090 equipment rental
45105 rec supplies
45106 bday party supplies
45110 general operating
45112 maintenance supplies
45115 road projects
45118 stormwater projects
45120 pool
45130 concessions
45131 beer
45135 merchandise for resale
45140 detective bureau
45141 investigative fund
45145 crime prevention
45147 DARE expenditures
45150 uniforms
45160 janitorial
45170 K-9 police dog
45180 jail
45190 other

Refund Accounts:

Stormwater	37020
Trash	37010
Street Use	32280
Lock In Deposit	37082
Rabies	32270
Restitution	20140
Special Event	44170

Office Expenses:

45210 printing
45220 postage
45230 copier supplies
45240 subscriptions
45250 expendable equip
45270 microfilm supplies
45290 office supplies

Vehicles:

45310 gas & oil
45320 maintenance

Telephone:

46110 regular service
46130 long distance
46140 cellular
46145 car cell phones
46150 pagers

Utilities:

46210 electric
46220 gas
46230 water
46240 sewer/stormwater

Maintenance:

46410 buildings
46420 technical equipment
46430 office equipment
46440 fitness equipment

Tourism Expenses

47510 Arnold Days
47515 July 4th
47525 Signage & Advertising
47530 Radio/Television
47535 Park Outdoor Concerts
47540 Rickman Series
47545 Green Thumb
47553 Elvis
47556 Gobble Run
47562 Marketing & Promotions
47575 Miscellaneous

Asset Purchases:

49130 land & buildings
49132 Greenway Plan
49140 office equipment
49150 vehicles
49160 technical equipment

Department Numbers

035 TOURISM COMMISSION
105 GENERAL/ADMIN
110 MAYOR
115 Information Technology
120 COURT
130 CITY ADMINISTRATOR
140 TREASURER
150 FINANCE
160 CLERK/COLLECTOR
180 ATTORNEY
190 ELECTIONS
191 PLANNING
210 POLICE
220 POLICE BOARD
230 DISPATCH
240 BUILDING COMMISSION
250 DRUG FORFEITURE
310 PUBLIC WORKS
315 FLEET
320 HWY & STREET
330 PARKS/RECREATION
340 RECREATION CENTER
410 HEALTH
420 RABIES
440 GOLF COURSE
450 VECTOR
460 SOLID WASTE
480 STORMWATER

Disbursement Accounts

00 - General Fund
30- POST Fund
35 - Tourism Fund
43 - Rec Center Fund
44 - Golf Course Fund
48 - Stormwater Fund

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:18:04

CITY OF ARNOLD
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.trans_date>'20200402 00:00:00.000'
 ACCOUNTING PERIOD: 8/20

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	94562 V	03/06/20	P0331	P.A.W. STOPPERS INC	210	45170	K9 TEAM WORKSHOP	0.00	-1,125.00
10111	94721	04/10/20	A0272	A T & T MOBILITY	420	46140	SERVICE 2/24-3/23	0.00	63.97
10111	94721	04/10/20	A0272	A T & T MOBILITY	450	46140	SERVICE 2/24-3/23	0.00	71.65
10111	94721	04/10/20	A0272	A T & T MOBILITY	240	46140	SERVICE 2/24-3/23	0.00	505.71
TOTAL	CHECK							0.00	641.33
10111	94722	04/10/20	A0272	A T & T MOBILITY	115	46140	SERVICE 02/24-03/23	0.00	141.68
10111	94722	04/10/20	A0272	A T & T MOBILITY	110	46140	SERVICE 02/24-03/23	0.00	58.67
10111	94722	04/10/20	A0272	A T & T MOBILITY	210	46140	SERVICE 02/24-03/23	0.00	1,774.78
TOTAL	CHECK							0.00	1,975.13
10111	94723	04/10/20	A0272	A T & T MOBILITY	330	46140	SERVICE 02/24-03/23	0.00	362.71
10111	94724	04/10/20	A0272	A T & T MOBILITY	310	46140	SERVICE 02/24-03/23	0.00	323.15
10111	94724	04/10/20	A0272	A T & T MOBILITY	315	46140	SERVICE 02/24-03/23	0.00	91.33
10111	94724	04/10/20	A0272	A T & T MOBILITY	320	46140	SERVICE 02/24-03/23	0.00	583.06
TOTAL	CHECK							0.00	997.54
10111	94725	04/10/20	F0001	FAMILY SUPPORT PAYM	00	20310	CV3034593DR PE 4/3	0.00	225.00
10111	94725	04/10/20	F0001	FAMILY SUPPORT PAYM	00	20310	10SLDR00139 PE 4/3	0.00	250.00
TOTAL	CHECK							0.00	475.00
10111	94726	04/10/20	R0312	REGAL MIDWEST LOGOW	210	45290	MEDICAL MASKS & FAC	0.00	2,395.00
10111	94727	04/10/20	R0312	REGAL MIDWEST LOGOW	210	45290	MEDICAL MASKS & FAC	0.00	1,000.00
10111	94728	04/10/20	S0490	STATE DISBURSEMENT	00	20310	C02665969 PE 4/03	0.00	207.69
10111	200267	04/02/20	A0178	A T & T MISSOURI	115	46110	A070699 3/3-4/2	0.00	2,090.75
10111	200267	04/02/20	A0178	A T & T MISSOURI	115	46110	A070700 3/3-4/2	0.00	819.83
10111	200267	04/02/20	A0178	A T & T MISSOURI	115	46110	A070701 3/3-4/2	0.00	682.80
TOTAL	CHECK							0.00	3,593.38
10111	200268	03/25/20	A0178	A T & T MISSOURI	115	46110	FBL VERSE 3/4-4/3	0.00	58.85
10111	200269	03/17/20	A0019	AMERENDE	310	46210	2912ARN TMBRK FINAL	0.00	77.55
10111	200270	03/27/20	A0019	AMERENDE	320	46210	STREET LITERS 02/01-	0.00	4,994.40
10111	200270	03/27/20	A0019	AMERENDE	320	46210	TMBRK BRIDGE 2/4-3/	0.00	90.52
10111	200270	03/27/20	A0019	AMERENDE	330	46210	BRDLY BCH 2/3-3/4	0.00	59.36
10111	200270	03/27/20	A0019	AMERENDE	320	46210	DFNS WDPNG 2/3-3/4	0.00	19.13
TOTAL	CHECK							0.00	5,163.41
10111	200271	03/30/20	A0019	AMERENDE	105	46210	CMS 2/4-3/5	0.00	353.04
10111	200271	03/30/20	A0019	AMERENDE	320	46210	RCHRDSN SGNL 2/4-3/	0.00	45.61
TOTAL	CHECK							0.00	398.65
10111	200272	04/01/20	M0027	MIRWA	00	20370	HEALTH INS 04/2020	0.00	133,141.46
10111	200272	04/01/20	M0027	MIRWA	240	42210	J SCHAUB 03/2020	0.00	1,004.26
10111	200272	04/01/20	M0027	MIRWA	00	39500	ROUNDIN ADJUSTMENT	0.00	-0.72
TOTAL	CHECK							0.00	134,145.00

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:18:04

CITY OF ARNOLD
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2
 ACTPRA21

SELECTION CRITERIA: transact.trans_date>'20200402 00:00:00.000'
 ACCOUNTING PERIOD: 8/20

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	200273	03/26/20	V0092	VOYA	00	22030	EMPLOYEE CONTRB PE 3	0.00	4,683.00
10111	200274	03/30/20	M0021	MISSOURI NATURAL GA 105		46220	2101 JERECO 2/18-3/	0.00	763.03
10111	200274	03/30/20	M0021	MISSOURI NATURAL GA 310		46220	2900 ARNTBRK 2/20-	0.00	317.06
10111	200274	03/30/20	M0021	MISSOURI NATURAL GA 330		46220	1838 BIG BILL 2/18-	0.00	136.38
TOTAL CHECK								0.00	1,216.47
10111	200275	03/30/20	P0014	PUBLIC WATER DISTRI 330		46230	BRDLY BCH 2/4-3/3	0.00	19.42
10111	200275	03/30/20	P0014	PUBLIC WATER DISTRI 330		46230	FRMR MKT 2/4-3/3	0.00	19.00
TOTAL CHECK								0.00	38.42
10111	200276	04/01/20	P0014	PUBLIC WATER DISTRI 330		46230	1840 OLLMYFRY 2/7-3	0.00	19.00
10111	200276	04/01/20	P0014	PUBLIC WATER DISTRI 330		46230	1824 OLLMYFRY 2/7-3	0.00	19.42
10111	200276	04/01/20	P0014	PUBLIC WATER DISTRI 330		46230	1828 OLLMYFRY 2/7-3	0.00	15.42
TOTAL CHECK								0.00	57.84
10111	200278	04/06/20	A0019	AMERENUE	330	46210	LKSD RSTRM 2/11-3/1	0.00	17.58
10111	200278	04/06/20	A0019	AMERENUE	330	46210	BRDLY BCH 2/11-3/12	0.00	14.17
10111	200278	04/06/20	A0019	AMERENUE	330	46210	BRDLY BCH 2/11-3/12	0.00	12.69
10111	200278	04/06/20	A0019	AMERENUE	330	46210	LAKESIDE 2/11-3/12	0.00	12.51
10111	200278	04/06/20	A0019	AMERENUE	330	46210	BRDLY BCH -B 2/11-3	0.00	12.07
10111	200278	04/06/20	A0019	AMERENUE	320	46210	BIG BILL/OL LMY 2/1	0.00	79.94
10111	200278	04/06/20	A0019	AMERENUE	320	46210	BIG BILL/OL LMY 2/1	0.00	22.28
TOTAL CHECK								0.00	171.24
10111	200279	03/27/20	E0007	EFTPS	00	20210	FED WITHHLDG PE 3/6	0.00	29,544.80
10111	200279	03/27/20	E0007	EFTPS	00	20230	FICA WITHHLDG PE 3/	0.00	44,511.86
TOTAL CHECK								0.00	74,056.66
10111	200280	03/31/20	M0035	MISSOURI DEPARTMENT 00		20220	STATE DEPOSIT PE 3/	0.00	13,158.00
10111	200280	03/31/20	M0035	MISSOURI DEPARTMENT 150		43290	FILING FEE	0.00	0.50
TOTAL CHECK								0.00	13,158.50
TOTAL CASH ACCOUNT								0.00	243,748.37
TOTAL FUND								0.00	243,748.37

SUPERION
 DATE: 04/09/2020
 TIME: 15:13:21
 SELECTION CRITERIA: transact.dlsb_fund='00'

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/16/2020

PAGE NUMBER: 1
 ACCTPAST1
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0401	115	46110	200347	200706605	1,034.85	CH INTRNT 2/11-3/10
ACC BUSINESS	115	46110		200706716	779.56	PW VFN 2/11-3/10
TOTAL CHECK	115	46110		200754424	779.56	REC CNTR VFN2/11-3/10
					2,593.97	
A0109	315	45250		25027	97.00	HYDRAULIC HOSES
AIR HYDRAULICS CO INC					97.00	
TOTAL CHECK						
A0420	240	43265	200347	023A	4,050.00	PRE DEMOLITION ASBESTOS I
ALL STAR ENVIRONMENTAL LLC					4,050.00	
TOTAL CHECK						
A0035	420	45110		700875	95.00	FELINE ADOPTION, RABI
ARNOLD ANIMAL HOSPITAL				702173	28.00	3YR RABIES - KRASH
TOTAL CHECK	210	45170			123.00	
A0421	00	20108		04082020	1,000.00	RFND EGG HUNT DNATION
ARSENAL CREDIT UNION					1,000.00	
TOTAL CHECK						
A0050	105	46410	200068	25369	280.00	MONTHLY ELEVATOR MAINTENA
AUTHORIZED ELEVATOR INC				25449	280.00	MONTHLY ELEVATOR MAINTENA
TOTAL CHECK	105	46410	200068		560.00	
B0544	310	45160	200409	559	317.20	17 BOXES GLOVES
BAKA LLC				562	630.00	GLOVES, CHAMP WIPES
TOTAL CHECK	310	45160	200409		947.20	
B0008	315	45110	200413	177497	679.00	15W-40 OIL
BAUMAN OIL					679.00	
TOTAL CHECK						
B0588	330	49160	200360	03162020	2,869.00	EQUIPMENT FOR ACP PER ATT
BLUEGRASS PLAYGROUNDS INC					2,869.00	
TOTAL CHECK						
B0596	00	20105		03272020	193.50	RFND OVRPD MUNT SVCS
MATTHEW BREUER					193.50	
TOTAL CHECK						
B0516	105	46410		42420	105.00	PEST CNTRL-CITY HALL
BRUNETTI/BESC-CO INC				42420	70.00	PEST CNTRL-PW
TOTAL CHECK	310	46410		42420	65.00	PEST CNTRL-HEALTH
	410	46410			240.00	
C0364	330	45250	200372	2551068	1,900.00	DRILL PRESS
CREST INDUSTRIES INC					1,900.00	
TOTAL CHECK						
D0277	310	46140		04012020	22.50	PHONE ALLOWANCE
ROBERT DEGONIA					22.50	
TOTAL CHECK						

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:13:21
 SELECTION CRITERIA: transact_disp_fund='00'

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/16/2020

PAGE NUMBER: 2
 ACCTPAS1
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
E0006	105	44150	200228	202002-4/20	1,734.00	CITY MEMBERSHIP FY20
ECONOMIC DEVELOPMENT CORP					1,734.00	
TOTAL CHECK						
F0120	330	43160		2019-241	22,127.50	TURKEY TROT 11/2019
FLEET SPORTS					22,127.50	
TOTAL CHECK						
H0388	00	32187		03252020	40.00	RFND OVRPD BSNS LICNS
HEARTLAND COCA-COLA BOTTLING					40.00	
TOTAL CHECK						
H0350	105	49130	200406	S1349154001	359.79	2" CONDUIT, 2 1/2" CONDUIT
HOLT ELECTRICAL SUPPLIES				S1349345001	727.63	4" PVC, 2" PVC, ELBOWS, C
				S1350463001	44.67	CONDUIT, CAP
TOTAL CHECK					1,132.09	
H0009	320	45310	200051	8232278	153.38	FY20 FUEL
HOME SERVICE OIL CO					153.38	
TOTAL CHECK						
I0061	320	45320		3018564517	1,442.44	RPLC BELL HOUSING 314
INTERSTATE BILLING SERVICE I					1,442.44	
TOTAL CHECK						
J0003	210	45320		858628	3.38	PTL10010 PRO TEC
JEFFERSON COUNTY AUTO PARTS				859197	57.54	WIPER BLADES
				859635	206.54	ROTOR
				859714	96.00	0W20 P/PLUS SYNTHETIC
				860588	96.00	0W20 P/PLUS SYNTHETIC
				860611	206.54	ROTOR
				860656	-137.48	RETURN BRK ROTOR
				861210	57.25	5W-20, 80W90 GEAR OIL
				861323	98.35	BATTERY
				861372	27.42	SPARK PLUG
				862730	437.60	BATTERIES FOR WARNING STR
TOTAL CHECK					1,149.14	
J0008	330	45110		03302020	506.00	LIGTOR LICENSES
JEFFERSON COUNTY TREASURER					506.00	
TOTAL CHECK						
K0047	105	49130	200421	210484	513.99	14" DIAMOND CHAIN SAW BLA
K & K SUPPLY				210503	634.49	RENT CHAIN SAW, BLADE
TOTAL CHECK					1,208.48	
L0044	105	45210		196586	1,114.00	3/20 UPDATE
LEADER PUBLICATIONS					1,114.00	
TOTAL CHECK						
L0011	210	45150		498155	113.99	TROUSERS-CRITTES
LEON UNIFORMS				498265	54.93	ACKERMANN-INSTL EMBLE
TOTAL CHECK					168.92	

SUPERION
 DATE: 04/09/2020
 TIME: 15:13:21
 SELECTION CRITERIA: transact_disb_fund='00'
 PAYMENT TYPE: ALL

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORWARD - DUE DATE: 04/16/2020

PAGE NUMBER: 3
 ACCTPAS1
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
L0118	310	45250		901090-3/20	65.49	SCREWDRIVER, PLIERS
LOWE'S	310	45110		901207-3/20	5.03	DESK GROMMETS
	310	45250		901381-3/20	31.58	POWER STRIP, SHELVING
	105	49130		901382-3/20	176.70	CONDUIT, ELBOW, SOLVE
	330	45110		901406-3/20	33.36	MARKING PAINT
	330	45110		901480-3/20	11.10	WATER
	310	46410		901494-3/20	65.36	PAINT, BRUSHES
	310	45250		901524-3/20	96.94	HOLE SAW BLADES
	105	49130		901543-3/20	23.85	BSHNG,TEE, SCHA0
	310	45110		901543-3/20	26.18	CABLE TIES,PANTER TAP
	320	45250		901546-3/20	233.94	RAKES,CNCRGT PLACER, CH
	105	49130		901778-3/20	8.98	SCREWS
	105	49130		901843-3/20	235.98	SHEATING,SCREWS,CAULK
	105	49130		902024-3/20	67.52	PAINT SUPPLIES
	105	49130		902025-3/20	29.06	CONDUIT, ELBOW,TERMIN
	310	45110		902073-3/20	1.25	RUBBER GROMMETS
	105	45290		902100-3/20	7.40	WATER
	105	46410		902100-3/20	16.64	GFI OUTLET, SQ BOX
	310	45250		902122-3/20	92.05	100FT TAPE MEASURE
	330	45110		902142-3/20	55.17	ALUM ANGLE,SCREWS,CAU
	330	45250		902142-3/20	75.97	LASER DISTANCE MEASUR
						VOID CHECK - CONTINUED
L0118	105	49130		902165-3/20	14.64	COUPLINGS, END CAP
LOWE'S	105	49130		902222-3/20	74.73	CONDUIT,SOLVENT,CPLNG
	310	45110		902226-3/20	79.92	PLYWOOD, ANGLE, BUCKE
	315	45110		902233-3/20	53.39	GLOVES,VELCRO,PIC HNG
	315	45250		902233-3/20	18.58	WRENCHES
	320	45250		902237-3/20	265.30	STORAGE TOTES
	105	49130		902257-3/20	178.28	INSULATION, STAPLES
	310	45250		902265-3/20	8.96	25FT TAPE MEASURE
	320	45110		902279-3/20	2.85	OUKRETE
	330	45110		902281-3/20	12.57	2X12X8 TREATED
	330	45110		902377-3/20	11.26	CABLE TIES, WASHER
	310	45110		902388-3/20	53.77	FISH STICK, CLAMPS, S
	330	45110		902397-3/20	23.98	WASHERS, BOLTS, LOCKN
	320	45110		902427-3/20	111.96	EARMUFFS
	310	45110		902451-3/20	15.20	CLAMPS, SCREWS, CORD
	310	45110		902452-3/20	7.56	WATER
	330	45110		902484-3/20	37.35	WEED KILLER, FERTILIZ
	310	45110		902607-3/20	38.63	PEGBOARD, PEG HOOKS
	330	46420		902629-3/20	14.84	QC SOCKET
	330	46420		902636-3/20	13.47	QUICK CONNECT/SOCKET
	310	45110		902681-3/20	27.28	SWITCH, SWNG HOOK
						VOID CHECK - CONTINUED

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:13:21
 SELECTION CRITERIA: transact.disb_fund='00'

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/16/2020

PAGE NUMBER: 4
 ACCTPA51
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
L0118	330	45110	902685-3/20	49.11	CHAIN, NUT
L0118	105	49130	902687-3/20	95.53	LOCKNUTS, PVC, ADAPTER
L0118	105	46410	902745-3/20	25.26	EXIT SIGN BATTERY
	330	45250	902760-3/20	27.88	SAW BLADES
	105	49130	902776-3/20	27.97	PVC CPINGS, CHISELS
	330	45110	902813-3/20	28.33	SCREWS, PLYWOOD, BRACE
	310	45110	902859-3/20	35.42	SPRAY BOTTLES, CONNECT
	310	45110	902869-3/20	48.19	PVC, LOCKNUTS, ADAPTER
	330	45110	902936-3/20	21.23	WELD ANGLE, SHARPIE
	310	46410	902950-3/20	13.89	PAINT, BRUSH
	105	49130	902970-3/20	93.82	CONDUIT, COUPLING, SOLV
	105	49130	902989-3/20	71.26	DRILL BITS, PVC, REDU
	330	45110	902993-3/20	11.10	WATER
	330	45110	908008-3/20	7.11	LIGHT BULBS
	330	45110	909376-3/20	22.11	BATTERIES
	330	45110	909681-3/20	55.76	PUMPHOUSE PAINT
	330	45110	909836-3/20	158.23	PAINT SUPPLIES
	5320	45250	910063-3/20	45.00	STORAGE TOTE
	46330	46420	9102612-3/20	17.88	HOSE, BRASS FITTING
	240	45110	916759-03/20	-13.00	RETURN RACEWAY
	240	45110	916760-3/20	18.99	CABLE HOLDER KIT
					VOID CHECK - CONTINUED
L0118	330	43160	923767-3/20	25.88	SPRING SNAPS
LOWE'S					
TOTAL CHECK				3,311.02	
L0068	105	46410	5W0011873-1	195.00	GNRTR MAINTENANCE
LIBRY EQUIPMENT SERVICES					
TOTAL CHECK				195.00	
M0430	130	42120	01082020	5,010.44	INVTMNT ADV 10-12/19
MILLIMAN					
TOTAL CHECK				5,010.44	
M0027	105	46520	20-25626	5,000.00	USHER LOSS 10/19
MIRMA					
TOTAL CHECK				5,000.00	
M0035	210	45320	03112020	127.83	RENEW P.ATES - 3 CARS
MISSOURI DEPT OF REVENUE					
TOTAL CHECK				127.83	
M0305	320	45010	744667139	43.40	ASPHALT OVERLAY AD
MISSOURI LAWYERS MEDIA					
	5191	45010	744677133	27.00	PUBLIC HEARING AD
	105	49130	744677135	47.60	ELECTRIC UPGRADE AD
TOTAL CHECK				118.00	
M0132	320	45110	30782	23.75	SGNL LOCATES 01-03/20
MISSOURI ONE CALL SYSTEM INC					
TOTAL CHECK				23.75	
M0036	210	44150	032620	50.00	DUES-SIKES
MISSOURI POLICE CHIEF'S ASSO					
TOTAL CHECK				50.00	

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:13:21
 SELECTION CRITERIA: transact_disp_fund='00'

CITY OF ARROLD
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/16/2020

PAGE NUMBER: 5
 ACCTPA51
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
M0039	160	44150		0363	35.00	T CASEY MEMBERSHIP
M0039	160	44150		680	15.00	S RATLIFF MEMBERSHIP
TOTAL CHECK					50.00	
O0039	315	45110		1689-239869	76.26	FILTERS
O'REILLY AUTO PARTS	315	45110		1689-240599	37.16	OIL FILTERS
	315	45110		1689-241140	35.00	OIL FILTERS
	315	45110		1689-242089	97.18	FILTERS
	315	45110		1689-242156	89.06	FILTERS
	105	45290		514554-1	22.23	6X9 ENVELOPES
TOTAL CHECK					356.89	
O0005	320	45110		AC 260647	40.42	HARRIS STYLE, SPRK LI
OR-ARC EQUIPMENT	315	45110		AC 260693	45.58	20 AG-25 NON FILM GAS
	320	45110		R300709707	217.42	OXYGEN/ACETYLENE TANKS
TOTAL CHECK					303.42	
P0333	115	43240	200417	904252	814.99	SONICWALL SECURITY 3 YEAR
PAPAGON MICRO					814.99	
TOTAL CHECK						
P0011	330	45320		4905801	249.96	4 TIRES-555
PLAZA TIRE SERVICE	330	45320		4906523	41.99	LAWN/GARDEN TIRE
TOTAL CHECK					291.95	
R0008	120	43240		434716	977.87	IMDS 3/2020
REUTS COMMISSIION	210	43240		434719	4,519.06	SUBSCRIPTION FEE 3/20
	115	43240		435008	22.50	SOLAR WINDS 3/2020
	115	43240		435052	106.00	CISCO MAINTENANCE
	115	43240	200394	435072	860.00	VPN LICENSERS
TOTAL CHECK					6,485.43	
R0014	330	45160	200420	960824	408.96	FOAM SOAP DISP
ROYAL PAPERS INC					408.96	
TOTAL CHECK						
S0462	00	20108		04082020	300.00	RFND EGG HUNT DNATION
SAROUGH MOTORS					300.00	
TOTAL CHECK						
S0198	330	45250		198301	117.19	FILE, CHAINS, HANDLE
SCOTT'S POWER EQUIPMENT	330	45250		198604	33.98	CHAIN FOR CHAINSAW
TOTAL CHECK					151.17	
S0025	310	45115	200424	4162-1	308.59	10 GALLONS OF PAINT TO PA
SHERWIN WILLIAMS	320	45110		4164-7	11.54	48" WOOD POLE
TOTAL CHECK					320.13	
S0027	210	45140		439958	277.00	EVD TUBING, BOX KNIFE
SIRCHIE FINGER PRINT LABORAT					277.00	
TOTAL CHECK						

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:13:21
 SELECTION CRITERIA: transact,disb_fund='00',
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/16/2020
 CITY OF ARNOLD
 PAGE NUMBER: 6
 ACCTPA51
 ACCOUNTING PERIOD: 8/20
 PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
S0594 SPENCER CONTRACTING COMPANY TOTAL CHECK	310	45115	200094	CMAQ5403-7	11,415.30	JEFFCO/TENBROOK
S0567 SPOK INC TOTAL CHECK	420	45110		D3394426P	4.57	PAGER 4/2020
S0629 ST LUKE'S WORKPLACE HEALTH TOTAL CHECK	105	43140		138725 138790	93.00 93.00 186.00	PHYSICAL/DRUG SCREEN PHYSICAL/DRUG SCREEN
S0191 STANDARD INSURANCE COMPANY TOTAL CHECK	00	20340		04012020 04012020	5,483.80 913.64 6,397.44	DENTAL INS 4/2020 VISION INS 4/2020
S0104 STARGATE KENNEL TOTAL CHECK	210	45170		23817	243.00	BOARD KILO 1/18-1/26
S0644 STRATEGIC CAPITOL CONSULTING TOTAL CHECK	110	43290	200060	2540	2,000.00	CONSULTING FOR LEGISLATIV
S0248 SUNSET AUTO COMPANY INC TOTAL CHECK	315	45110		414124 414498 414978	166.97 97.50 16.24 280.71	ROTOR ASY MOULDING JET KIT
S0017 ROBERT K SWEENEY, LLC TOTAL CHECK	180	43110		04032020	13,961.50	SERVICES 3/2020
T0234 TJS LAWN CARE & LANDSCAPING TOTAL CHECK	330	45110	200412	765261	975.00	CUT DOWN 2 TREES & CHIP.
T0053 TURK'S AUTO BODY INC TOTAL CHECK	210	45320	200370	6863	2,919.00	REPAIRS TO VEHICLE 14
U0034 UNITED HEALTHCARE TOTAL CHECK	105	43290		259719835382	118.00	PSA 03/2020
W0259 WAREHOUSE OF FIXTURES TNG TOTAL CHECK	310	45250	200403	2003171	1,434.25	DESK, BRIDGE, CREDENZA, FI
W0214 WARRENSIGN TOTAL CHECK	00	20108		04082020	1,000.00	RFND EGG HUNT DNATION

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:13:21
 SELECTION CRITERIA: transact_disp_fund='00'

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/16/2020

PAGE NUMBER: 7
 ACCTPA51
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
W0006	320	45110	200026	12340899	815.78	ASPHALT FY 20
FRED WEBER INC						
TOTAL CHECK					815.78	
W0272	00	39500			-462.81	REBATE 02/2020
MEX BANK	210	45310			7,350.59	GAS 03/2020
	240	45310			222.51	GAS 03/2020
	310	45310			266.86	GAS 03/2020
	310	45320			12.00	CAR WASHES 03/2020
	320	45310			193.45	GAS 03/2020
	330	45310			825.26	GAS 03/2020
	410	45310			91.22	GAS 03/2020
TOTAL CHECK	420	45310			122.37	GAS 03/2020
					8,621.45	
W0274	310	43120	200402	10-2817	666.25	UPDATES TO STORM WATER AN
WIND ENVIRONMENTAL SERVICES						
TOTAL CHECK					666.25	
W0004	210	45420	200099	274749	368.00	MONTHLY MAINTENANCE LIGHT
WIRELESSUSA	210	45320		274878	240.00	LED MODULES
TOTAL CHECK					608.00	
W0360	105	46410	200396	45803	4,060.00	APPLICATION OF NVIRO SHIE
WOODARD CLEANING AND RESTORA	105	46410	200396	45878	4,060.00	APPLICATION OF NVIRO SHIE
TOTAL CHECK	105	46410	200396	46042	12,180.00	APPLICATION OF NVIRO SHIE
TOTAL CASHABLE CHECKS					134,273.35	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					134,273.35	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 64						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

SUPERION
DATE: 04/09/2020
TIME: 15:18:04

CITY OF ARNOLD
CHECK REGISTER - BY FUND

PAGE NUMBER: 3
ACFPA21

SELECTION CRITERIA: transact.trans_date>'20200402 00:00:00.000'
ACCOUNTING PERIOD: 8/20

FUND - 43 - RECREATION CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPARTMENT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
10111	9752	04/10/20	A T & T MOBILITY	340	46140	SERVICE 02/24-03/23	0.00	229.97
10111	200277	03/30/20	MISSOURI NATURAL GA	340	46220	1695 MO ST 2/20-3/1	0.00	3,528.62
TOTAL CASH ACCOUNT							0.00	3,758.59
TOTAL FUND							0.00	3,758.59

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:14:39
 SELECTION CRITERIA: transact_disp_fund='43',

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORWARD - DUE DATE: 04/16/2020

PAGE NUMBER: 1
 ACCTPA51
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
A0050	340	46410	200068	140.00	MONTHLY ELEVATOR MAINTENA
AUTHORIZED ELEVATOR INC	340	46410	200068	140.00	MONTHLY ELEVATOR MAINTENA
TOTAL CHECK				280.00	
B0595	43	20108	04022220	220.00	REFUND ROOM RENTAL FE
STACY BOLHOFFNER				220.00	
TOTAL CHECK				220.00	
C0539	43	20108	03302020	400.00	ADLT EGG HUNT REFUND
TERRI CARLIN				400.00	
TOTAL CHECK				400.00	
L0118	340	46410	901233-3/20	25.50	PAINT SUPPLIES
LOWE'S	340	45112	902012-3/20	23.17	CONCRETE ANCHORS, SCRE
	340	46410	902673-3/20	12.96	OUTKRETE
	340	45112	902858-3/20	43.48	SHEATING
	340	45112	910163-3/20	34.84	CARDK
	340	45250	910552-3/20	57.25	DRILLBITS, NUT DRIVER
	340	45112	910622-3/20	71.17	CABLEHIDER KIT, PWR ST
	340	45112	910835-3/20	49.84	HVY DTY BRACKET, SCREW
	340	46410	911019-3/20	88.25	PARTS-REPLACE FAUCET
	340	45112	911019-3/20	155.33	PIC HNGR, GLOVES, EYE L
	340	45250	911019-3/20	64.85	HAMMER, CHISEL, SCRAP
	340	45112	911905-3/20	78.88	WIRE CNCTRS, CABLE CN
	340	45112	923119-3/20	127.26	FLOOR CUTTER, SPRAYER
	340	45250	923119-3/20	50.29	ADHESIVE REMOVER
	340	46410	99776-3/20	23.79	CRNR BRACE, ALUM ANGL
	340	45112	99884-3/20	105.72	GLAV CABLE, NYLIN PARA
	340	46410	99951-3/20	52.21	WALL MOUNT FAN
TOTAL CHECK				1,064.79	
M0622	340	45106	69894	35.00	5 PIZZAS
MR MANAGEMENT CORPORATION	340	45106	69895	35.00	5 PIZZAS
	340	45106	69897	35.00	5 PIZZAS
TOTAL CHECK			69898	35.00	5 PIZZAS
M0022	340	46410	23072	42.00	LABCOCK VALVE
MIDWEST POOL MANAGEMENT				42.00	
TOTAL CHECK				42.00	
M0109	340	46410	200398	4,407.00	TOUCHLESS FAUCETS
MILFORD SUPPLY CO., INC.				4,407.00	
TOTAL CHECK				4,407.00	
O0001	340	45250	2395158398	349.99	SHREDDER
OFFICE DEPOT				349.99	
TOTAL CHECK				349.99	
P0113	340	45106	50758208934	30.00	5 PIZZAS
PAPA JOHNS INTERNATIONAL				30.00	
TOTAL CHECK				30.00	

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:14:39
 SELECTION CRITERIA: transact_disp_fund='43'

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 04/16/2020

PAGE NUMBER: 2
 ACTPRA51
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
R0014	340	45160	B961576-2	58.08	BLEACH
ROYAL PAPERS INC					
TOTAL CHECK				58.08	
V0110	43	20108	04062020	42.00	REFUND HYDRO TONE
JOSEPHINE VANHORN					
TOTAL CHECK				42.00	
TOTAL CASHABLE CHECKS				7,033.86	
TOTAL EFT VOUCHERS				.00	
TOTAL REPORT				7,033.86	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 11					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

SUPERION
DATE: 04/09/2020
TIME: 15:18:04

CITY OF ARNOLD
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.trans_dates>'20200402 00:00:00.000'
ACCOUNTING PERIOD: 8/20

FUND - 48 - STORMWATER FUND										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	---DESCRIPTION---	SALES TAX	AMOUNT	
10111	94729	04/10/20	A0272	A T & T MOBILITY	480	46140	SERVICE 02/24-03/23	0.00	172.66	
TOTAL CASH ACCOUNT									0.00	172.66
TOTAL FUND									0.00	172.66
TOTAL REPORT									0.00	247,679.62

SUPERIOR
 DATE: 04/09/2020
 TIME: 15:15:02
 SELECTION CRITERIA: transact_disp_fund='48'

CITY OF ARNOLD
 CASH REQUIREMENTS - CHECK FORWARD - DUE DATE: 04/16/2020

PAGE NUMBER: 1
 ACCTPA51
 ACCOUNTING PERIOD: 6/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
C0144	CHUCK'S ACQUISITION COMPANY	480		20-0575	119.99	BOOTS-IRWIN
	TOTAL CHECK				119.99	
C0493	CORE & MAIN LP	480		M138151	184.22	SOLID 20', COUPLING
	TOTAL CHECK			M139939	184.22	SOLID 20', COUPLING
					368.44	
D0184	DAVIS UTILITY TRAILER SALES	480		03172020	63.88	TRAILER BRAKE AWAY
	TOTAL CHECK				63.88	
I0059	INTUITON & LOGIC	480	200246	200301	105.00	MS4 PERMIT FY 20
	TOTAL CHECK				105.00	
J0003	JEFFERSON COUNTY AUTO PARTS	480	200379	1858521	327.02	REPLACE A/C COMPRESSOR -
	TOTAL CHECK				327.02	
K0047	K & K SUPPLY	480		207973	125.24	CONCRETE SLIDERS
	TOTAL CHECK				125.24	
L0118	LOWE'S	480		902661-3/20	147.71	UTILITY PUMP
	TOTAL CHECK			902716-03/20	61.18	GRINDER, TOOL HOOK
					208.89	
W0272	WEX BANK	480		64611665	26.79	GAS 03/2020
	TOTAL CHECK				26.79	
	TOTAL CASHABLE CHECKS				1,345.25	
	TOTAL EFT VOUCHERS				.00	
	TOTAL REPORT				1,345.25	
	TOTAL NUMBER OF CHECKS TO BE ISSUED - 8					
	TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

AN ORDINANCE APPROVING A MINOR RECORD PLAT TITLED "JEFFCO COMMERCIAL PARK"

WHEREAS, the City of Arnold is required by Section 445.030 and Chapter 89 of Missouri Revised Statutes to approve a plat that is to be recorded by the Recorder of Deeds, Jefferson County, Missouri: and

WHEREAS, the Planning Commission of the City of Arnold has reviewed the proposed minor subdivision and record plat, held a public hearing and finds that the plat conforms to the duly enacted ordinances of the City related to subdivision of land and have submitted a report and recommendation for approval of said record plat titled "Jeffco Commercial Park" to the City Council;

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

SECTION 1. The City of Arnold hereby accepts and approves the record plat titled "Jeffco Commercial Park." A copy of said plat is attached to this ordinance.

SECTION 2. The acceptance and approval of "Jeffco Commercial Park" as presented to this City Council in no way relieves the developer of the responsibility of meeting the requirements of any other public or private entity having jurisdiction over such developments, or the requirements of the ordinances of the City of Arnold, Missouri.

SECTION 3. The acceptance and approval of "Jeffco Commercial Park" as presented to this City Council is in no way an endorsement of said construction, development or layout, or an acceptance of any publicly dedicated improvements until said improvements have been properly inspected by the Community Development Department and accepted by the City Council as provided by ordinance.

SECTION 4. Within sixty (60) days after approval of the record plat identified as "Jeffco Commercial Park" the approved plat shall be recorded with the Jefferson County Recorder of Deeds. In the event said record plat is not properly recorded, said plat approval shall expire in accordance with Section 36 of the City of Arnold Subdivision Ordinance.

SECTION 5. The approval of the City Council under the hand and seal of the City shall be endorsed upon said plat.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

READ TWO TIMES, PASSED AND APPROVED ON THIS _____ DAY OF APRIL, 2020.

[SIGNATURES ON NEXT PAGE]

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney



CITY COUNCIL AGENDA ITEM STAFF REPORT

MEETING DATE:	April 16, 2020
TITLE:	PC-2020-10 Jeffco Commercial Park (Record Plat)
DEPARTMENT:	Community Development
PROJECT MANAGER:	Sarah Turner, Community Development Planner
REQUESTED ACTION:	Ordinance approval
ATTACHMENTS:	(1) Ordinance & Plat (2) Staff Report to Planning Commission (3) Draft Planning Commission Minutes

EXECUTIVE SUMMARY:

The applicant seeks a minor record plat at 1424 Jeffco Blvd. There are currently two separately-owned structures on one parcel (Kentucky Fried Chicken and El Paisano Mexican Restaurant). The purpose of this ordinance is to subdivide said parcel into two parcels and to allow for separate property ownership for these two businesses.

REVIEW & ANALYSIS:

Staff found the proposed plat to substantially conform to the requirements of RSMo 89.410 and the Subdivision and Zoning Ordinances (i.e. Arnold Municipal Code), subject to the establishment of any required easements or agreements, and recommended favorable consideration of the application and plat.

RECOMMENDATION:

On April 14, 2020, after a public hearing and by an 8-0 vote, the Planning Commission found the proposed plat satisfies the requirements of RSMo 89.410 and the Arnold Code of Ordinances; and recommended its approval to the Council.



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

APPLICATION NUMBER: PC-2020-10

APPLICATION NAME: JEFFCO COMMERCIAL PARK

APPLICANT NAME: Govero Land Services
5929 Old State Rd.
Imperial, MO 63052

PROPERTY OWNER NAME: Slater Litchfield LP
1424 Jeffco Blvd.
Arnold, MO 63010

APPLICANT'S REQUEST: The applicant is seeking a minor record plat to split one commercial parcel into two parcels.

STREET ADDRESS: 1424 Jeffco Blvd.

SITE LOCATION: Immediately south of intersection of Jeffco Blvd. and Arnold Tenbrook Rd.

ZONING DISTRICT: "C-2" Commercial

PARCEL ID: 01-9.0-29.0-3-001-006

TOTAL SITE AREA: ± 1.52 acres

MEETING DATE: April 14, 2020

REPORT DATE: April 7, 2020

CASE MANAGER: Sarah Turner

RECOMMENDATION: **APPROVAL**



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

ZONING REQUEST

The applicant is seeking a minor record plat at 1424 Jeffco Blvd. There are currently two separately-owned structures on one parcel. This proposal seeks to subdivide said parcel into two parcels.

DESCRIPTION OF EXISTING SITE CONDITIONS

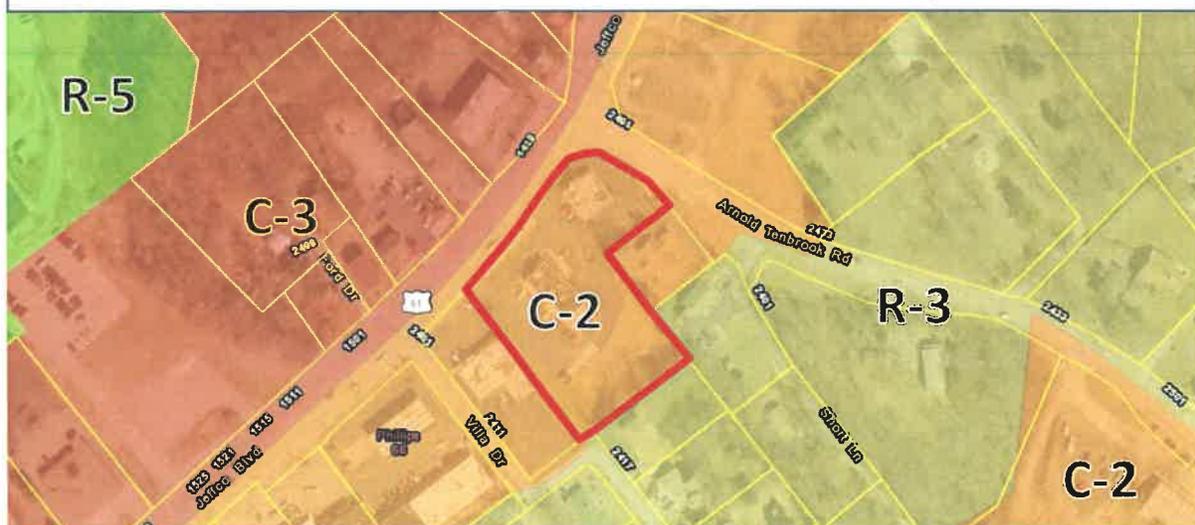
The approximately 1.52 acre tract is located immediately south of the intersection of Jeffco Blvd. and Arnold Tenbrook Rd. The property is developed with two structures (Kentucky Fried Chicken and El Paisano), paved parking and driving areas, and a storm water detention area in the rear of the property. It is accessed from both Jeffco Blvd. and Arnold Tenbrook Rd. The property is zoned "C-2" Commercial and abuts other "C-2" or "C-3" Commercial properties, as well as "R-3" Residential to the southeast.

BACKGROUND

The subject property is the location of Kentucky Fried Chicken (1436 Jeffco Blvd) and El Paisano Mexican Restaurant (1424 Jeffco Blvd). The property is zoned "C-2" Commercial. The district allows for restaurants as a permitted use, however KFC is a pre-existing non-conforming use as it is a Motor Vehicle-Oriented Establishment (MVOE) without a Conditional Use Permit. The use as a MVOE can continue until non-conforming status is lost.

Govero Land Services applied for this minor record plat on behalf of the property owner, Slater Litchfield LP, which operates the Kentucky Fried Chicken. The northern structure (built in 1975) was the original location of KFC. In 1999, the current KFC site and structure was constructed. El Paisano Mexican Restaurant began business in the northern structure in 2002. The two businesses have co-existed on the same parcel under separate ownerships since that time. The intent of this proposal is to allow for the single parcel to be split to allow for separate property ownership for these two businesses.

ZONING MAP



Jeffco Commercial Park

REPORT TO PLANNING COMMISSION

CITY OF ARNOLD



PLANNING AND ZONING ANALYSIS

When reviewing applications for a minor subdivision or amendments thereto, the Planning Commission is required to hold a public hearing, review, and make recommendations and report to the City Council. The Commission may waive the requirement of submission of all other plans, except the record plat, when considering minor subdivisions.

Staff reviewed the Jeffco Commercial Park Record Plat as received on March 11, 2020 by Govero Land Services. There are currently two separately-owned structures on one parcel. This proposal seeks to perform a minor subdivision of said parcel into two parcels. Agency notices were distributed and comments accepted. The irregular shape of Lot 1 is to account for the minimum lot size requirement of the "C-2" Commercial District (18,000 square feet), which has been satisfied.

Staff was primarily concerned with the continued function of the site, pertaining to the cross-access and parking easement (area indicated in green on right side of Fig. 1) and the storm water detention easement (area indicated in blue on right side of Fig. 1). Considering the cross-access and parking easement, Staff requested that parking spaces be shown. Per the plat, there are 16 parking spaces provided to El Paisano (Lot 1), 25 parking spaces provided to KFC (Lot 2), and 7 spaces that are within the cross-access and -parking agreement. Parking requirements of the "C-2" Commercial District are met to the satisfaction of Staff for these businesses. Pertaining to the storm water detention easement, Staff requested that the script include language that permits the City of Arnold to enter the easement for inspections/repairs as needed and that the City would bill responsible parties for services performed.

The cross access and parking easement, the storm water detention easement, and the wall maintenance easement as proposed are substantially satisfactory to Staff.

FIG. 1: SATELLITE IMAGE (LEFT) & PROPOSED MINOR PLAT (RIGHT)



PC-2020-10 MINOR RECORD PLAT



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

RECOMMENDATION

Staff finds the proposed plat to substantially conform to the requirements of RSMo 89.410 and the Zoning Code of the City of Arnold, Missouri, subject to the establishment of any required easements or agreements, and recommends favorable consideration of the application and plat in Exhibit A.

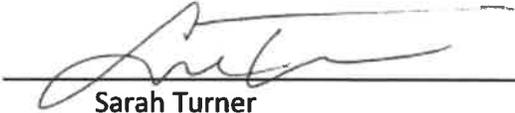

Sarah Turner
Community Development Planner

FIG. 2: VIEW FROM STREET OF SUBJECT PROPERTY (FACING NORTHEAST)



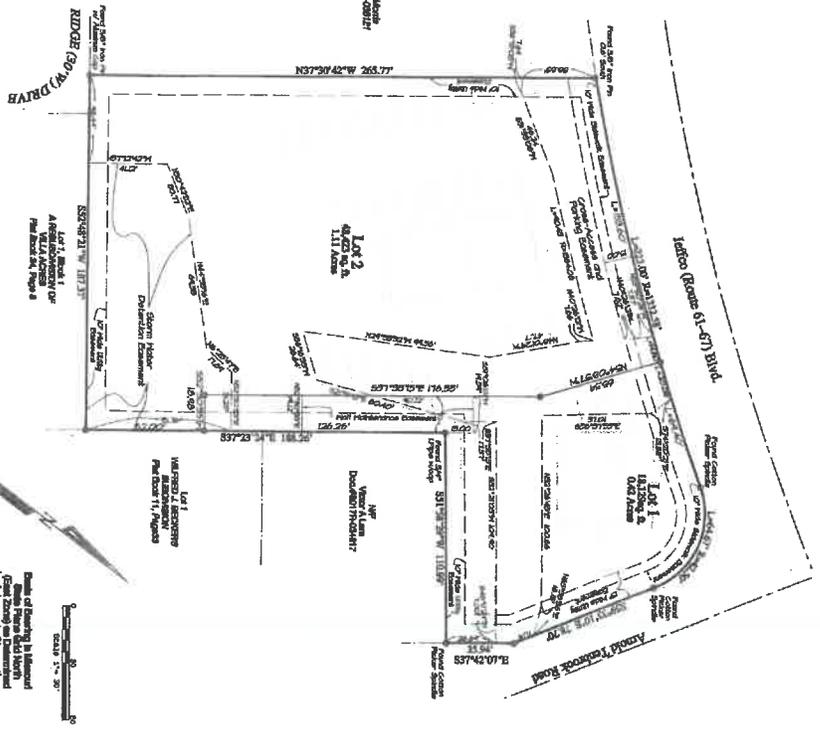
Jeffco Commercial Park



ATTACHMENTS

EXHIBIT A: JEFFCO COMMERCIAL PARK PLAT

Jeffco Commercial Park
 a Minor Subdivision of
 Part of Lot 25 of U.S. Survey 2891,
 Township 43 North, Range 6 East,
 City of Arnold, Jefferson County, Missouri
 Zoned C2



PLANNING & ZONING COMMISSION CERTIFICATE
 This is a certificate of the Planning & Zoning Commission of the City of Arnold, Missouri, on this _____ day of _____, 2000.

TAX STATUS CERTIFICATE
 This is a certificate of the City of Arnold, Missouri, on this _____ day of _____, 2000.

PLANNING & ZONING COMMISSION CERTIFICATE
 This is a certificate of the Planning & Zoning Commission of the City of Arnold, Missouri, on this _____ day of _____, 2000.

SUBDIVISION MAP
 The undersigned hereby certifies that the map of the subdivision of the land shown on this map is a true and correct copy of the original map on file in the office of the Recorder of Deeds for the City of Arnold, Missouri, on this _____ day of _____, 2000.

COMMISSIONER'S CERTIFICATE
 I, the undersigned, do hereby certify that the map of the subdivision of the land shown on this map is a true and correct copy of the original map on file in the office of the Recorder of Deeds for the City of Arnold, Missouri, on this _____ day of _____, 2000.

PLANNING & ZONING COMMISSION CERTIFICATE
 This is a certificate of the Planning & Zoning Commission of the City of Arnold, Missouri, on this _____ day of _____, 2000.

TAX STATUS CERTIFICATE
 This is a certificate of the City of Arnold, Missouri, on this _____ day of _____, 2000.

PLANNING & ZONING COMMISSION CERTIFICATE
 This is a certificate of the Planning & Zoning Commission of the City of Arnold, Missouri, on this _____ day of _____, 2000.

GOVERO
 LAND SERVICES, INC.
 SLATER'S ENGINEERING
 1401 N. GARDNER ROAD
 ARNOLD, MO 64001
 PHONE: 636-399-1111
 FAX: 636-399-1112

DATE	1/24
BY	DAVID L. GARDNER
TITLE	PLANNING & ZONING COMMISSIONER



**PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
APRIL 14, 2020**

MINUTES

Due to Federal, state, county, and municipal emergency orders related to the coronavirus (COVID-19) pandemic, this meeting was conducted virtually in compliance with applicable regulations.

The regular meeting of the Arnold Planning Commission was called to order by Chairman Andrew Sutton at 7:00 p.m.

MEMBERS PRESENT: Del Williams, John Tucker, Brian McArthur, Alan Bess, Frank Kutilek, Jeff Campbell, Andrew Sutton, Chris Ford (excused), Justin Lurk (excused), Phillip Hogan. All members were participating virtually.

STAFF PRESENT: Director of Community Development David Bookless, City Attorney Bob Sweeney. Mr. Bookless was physically present at City Hall and Mr. Sweeney participated virtually.

PUBLIC HEARING:

PC-2020-10 Jeffco Commercial Park: An application for a Record Plat by Slater Litchfield LP, the property owner, to split the approximately 1.5.-acre parcel, located within the "C-2" Commercial District at 1424 Jeffco Blvd., into two separate parcels.

Chairman Sutton opened the public hearing. Director Bookless presented the staff report. Mr. Bookless stated that staff recommends plat approval as the application appears to satisfy the requirements of state statute and city ordinance.

Dan Govero, of Govero Land Services, introduced himself and the property owner Tom Slater, indicating they were available to answer any questions from the Commission.

Chairman Sutton asked Mr. Bookless if there were any members of the public at City Hall seeking to comment on the plat to which Mr. Bookless replied there were none.

Chairman Sutton asked the Commissioners if they had any questions for staff or the applicant, and called each Commissioner by name. Hearing none, Chairman Sutton closed the public hearing.

Mr. Sutton called the Executive Session of the Planning Commission to order.

NEW BUSINESS:

PC-2020-10 Jeffco Commercial Park

Motion by Mr. Campbell to approve PC-2020-10, an application for a Record Plat by Slater Litchfield LP, the property owner, to split the approximately 1.5.-acre parcel, located within the "C-2" Commercial District at 1424 Jeffco Blvd., into two separate parcels. Second by Mr. Williams.

Roll call vote: Brian McArthur, yes; John Tucker, yes; Frank Kutilek, yes; Jeff Campbell, yes; Del Williams, yes; Alan Bess, yes; Andrew Sutton, yes; Phil Hogan, yes. 8 yeas, 0 nays – ***Motion Approved.***

ADJOURNMENT: Motion by Mr. Williams to adjourn. Second by Mr. Campbell. Meeting adjourned at 7:09 p.m.

Respectfully Submitted,

Alan Bess
Planning Commission Secretary

RESOLUTION NO. 20-09

A RESOLUTION APPROVING THE EXTENSION OF CURRENT LIQUOR
LICENSES TO AN EXPIRATION DATE OF AUGUST 31, 2020

WHEREAS, the City of Arnold has been impacted by the worldwide spread of COVID-19; and

WHEREAS, Jefferson County has issued, through Executive Order 20-030, that all non-essential business must temporarily close to slow the spread of COVID-19, and

WHEREAS, current City of Arnold Liquor Licenses have an expiration date of June 30, 2020; and

WHEREAS, the Missouri Division of Alcohol and Tobacco Control has issued an emergency waiver to extend their fiscal year 2020 liquor licenses that are set to expire on June 30, 2020 to now extend until August 31, 2020; and

WHEREAS, the City of Arnold finds it beneficial, both to the City and to its licensees, to mirror state guidelines and waivers;

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

The City of Arnold, through emergency waiver, hereby extends the 2020 liquor licenses expiration date from June 30, 2020 to August 31, 2020. This is an extension of currently active licenses only. All active liquor licenses with an expiration date of June 30, 2020 shall remain displayed and recognized as valid through August 31, 2020.

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO: 20-10

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SPENCER CONTRACTING COMPANY TO
PROVIDE CONSTRUCTION SERVICES FOR THE RESIDENTIAL CITY-
WIDE CONCRETE STREET REPLACEMENT PROJECT FOR THE CITY
OF ARNOLD.

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 Spencer Contracting Company to provide construction services in the amount up to \$500,000 for the residential city-wide concrete street replacement Project #320-20-001 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: _____

2020 Concrete Project 320-20-001

Item No	Item Name	Quantity	Unit	JM Marschuetz		Lamke		Build Pro Concrete		Spencer Contracting	
				Unit Price	Contract amount	Unit Price	Contract amount	Unit Price	Contract amount	Unit Price	Contract amount
1	6" PCCP	14,980	SY	\$46.50	\$696,570.00	\$46.00	\$689,080.00	\$48.00	\$719,040.00	\$42.75	\$640,395.00
2	4" Type 5 base rock	14,980	SY	\$4.75	\$71,155.00	\$5.00	\$74,900.00	\$5.80	\$86,884.00	\$5.20	\$77,896.00
3	Traffic Control	1	Lump Sum	\$28,000.00	\$28,000.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$7,250.00	\$7,250.00
4	Inlet Sumps	12	SY	\$190.00	\$2,280.00	\$215.00	\$2,580.00	\$90.00	\$1,080.00	\$50.00	\$600.00
					\$798,005.00		\$781,560.00		\$814,004.00		\$726,141.00
Bid Alternates											
A	8" Pavement Repair		SY	\$61.00		\$70.00		\$57.50		\$70.00	
B	6" PCCP high early Repair		SY	\$48.50		\$80.00		\$51.00		\$70.00	
C	12" PCCP Pave Repair		SY	\$55.00		\$21.00		\$27.00		\$65.00	
D	18" PCCP Pave Repair		SY	\$60.00		\$25.00		\$40.00		\$90.00	
E	Excavation yard sprinklers		LF	\$100.00		\$40.00		\$11.00		\$25.00	

SPENCER

ATTACHMENT A
BID PROPOSAL FORM
CONCRETE STREET REPLACEMENT PROJECT

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated April 8, 2020 2020 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 **CONCRETE STREET REPLACEMENT 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.

Item No. 1 Breakout, remove, form, and pour 6" depth concrete pavement with an approved six (6) sack concrete mix design.

(\$ 42.75) X 14980 sq. yds.* = \$ 640,395.-

Item No. 2 Supply, install and compact 4" depth Type 5 base rock

(\$ 5.20) X 14980 sq. yds.* = \$ 77,896.-

Item No. 3 Provide all necessary traffic control measures and other miscellaneous work to provide a complete safe job.

(\$ 7250.-) Lump Sum = \$ 7,250.-

Item No. 4 Breakout, remove, form, and pour curb inlet sumps (with appropriate concrete mix)

(\$ 50.-) X 12 sq. yds.* = \$ 600.-

Total (Items 1-4) = \$ 726,141.-

*These quantities are expected to vary.

BID PROJECT NAME: CONCRETE STREET REPLACEMENT Project 320-20-001 Bid opening April 8, 2020

COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	bid amount
EWEIER CONTRACTING	MIKE TUNE	860 WESTWOOD INDUSTRIAL CT WELDON SPRINGS, MO 63304	314-575-4700	MTUNE@EWEIER.COM and MRGAM@EWEIER.COM	No bid
JIM MARSCHUETZ	TODD WALL	15 TRUETT DRIVE EUREKA, MO 63025	636-938-3600	TODD@MARSCHUETZ.COM	\$798,005.00
DURA SEAL PAVING	DENISE	7026A HIGHWAY 61-67 BARNHART, MO 63012	636-464-1733	DENISE@DURASEALPAVING.COM	No bid
LAMKE	WAYNE LEESMAN	16323 CONCORD MARTHASVILLE, MO 63357	636-932-4649	WAYNE@LAMKEINC.COM	\$781,560.00
CONSTRUCT CONNECT	KENDALL	3825 EDWARDS ROAD SUITE 800 CINCINNATI, OH 45209		KENDALL.DOUAIRE@CONSTRUCTCONNECT.COM	No bid
BUILD PRO CONCRETE	DERRICK REEVES	9923 HOLTWICK LANE ST ANN, MO 63074	314-499-8181	DERRICK@BUILDPROCONCRETE.COM	\$814,066.68
KJ'S CONSTRUCTION	KENNETH WOOLSEY	14230 HIGHWAY T MO 63028	314-517-4047	KJRAM3500@AOL.COM	No bid
EPLAN	AMBER COX	1400 FORUM BLVD SUITE 7B COLUMBIA, MO 65203	573-447-7130	AMBERC@EPLANBIDDING.COM	No bid
SPENCER CONTRACTING	PAT BUTTNER	3073 ARNOLD TENBROOK ARNOLD, MO 63010	314-843-5166	PAT.BUTTNER@SPENCERCONTRACTING.COM	\$726,141.00

NAME OF BUSINESS _____

(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 Spencer Contracting Co.

SIGNATURE *Anthony M. S.*

BUSINESS ADDRESS 3073 Arnold Tenbrook Rd. Arnold, MO 63010

TELEPHONE NO. (314)843-5166

Contractor is to provide at least three (3) references.

Please see included list.

Name _____ Email & Phone Number _____

Name _____ Email & Phone Number _____

Name _____ Email & Phone Number _____

BID ALTERNATE UNIT PRICES

- A Breakout, remove, form, and pour designated 8 inch depth street pavement with six (6) sack design concrete mix.
\$ 70.- / per. Square Yard.
- B Breakout, remove, form and pour designated 6 inch depth street pavement with High-Early design concrete mix.
\$ 70.- / per. Square Yard.
- C Remove and replace below specified excavated depth and remove and replace below specified excavated depth an additional 12 inch depth and replace with three (3) to four (4) inch size crushed rock graded and rolled compacted
\$ 65.- / Square Yard.
- D Remove and replace below specified excavated depth and additional 18 inch depth and replace with six (6) to eight (8) inch size crushed rock graded and rolled compacted.
\$ 90.- / Square Yard.
- E Hand excavation for yard sprinklers and irrigation systems as authorized by the City.
\$ 25- per lineal ft.

STATE OF MISSOURI)
) ss
COUNTY OF Jefferson)

OSHA AFFIDAVIT

Before me, the undersigned Notary Public, personally came and appeared Anthony Spencer,
(NAME-PRINTED)

President of Spencer Contracting Co.
(POSITION) (NAME OF COMPANY)

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

Anthony M. Spencer
(SIGNATURE)

Subscribed and sworn to before me this 8th day of April, 20 20

JESSICA A. VUYLSTEKE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR JEFFERSON COUNTY
MY COMMISSION EXPIRES APR. 29, 2023
ID #19083744

Jessica A. Vuylsteke
Notary Public

My commission expires on: April 29, 2023

STATE OF MISSOURI)
COUNTY OF Jefferson) ss

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, personally came and appeared
Anthony Spencer , President of
(NAME) (POSITION)
Spencer Contracting Co.
(NAME OF COMPANY)

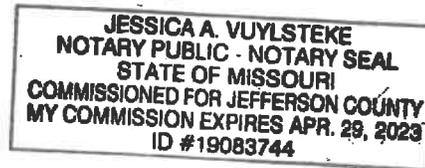
(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. _____ issued by the Division of Labor Standards on the 8th day of April 2020, in carrying out the contract and work in connection with **THE CONCRETE REPLACEMENT PROJECT** located in the City of Arnold in Jefferson County, Missouri, and completed on the 8th day of April, 2020

Anthony M. Spencer
(SIGNATURE)

Subscribed and sworn to before me this 8th day of April, 2020

Jessica A. Vuylsteke
Notary Public

My commission expires on: April 29, 2023



Affidavit of Work Authorization

Comes now Anthony Spencer (name) as President (office held) first being duly sworn, on my oath, affirm Spencer Contracting Co. (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to **THE CONCRETE REPLACEMENT PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that Spencer Contracting Co. (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **THE CONCRETE REPLACEMENT PROJECT** for the duration of the contract, if awarded.

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

Anthony M. Spencer
Signature

Anthony Spencer
Printed Name

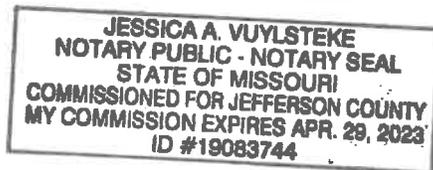
President
Title

April 8, 2020
Date

Subscribed and sworn before me the 8th day of April 2020. I am commissioned as a notary public within the county of Jefferson State of Missouri, and my commission expires on April 29, 2023.

Jessica A. Vuylsteke
Signature of notary

April 8, 2020
Date



REQUEST FOR BIDS
GENERAL REQUIREMENTS &
CONSTRUCTION SPECIFICATIONS
FOR
CITY OF ARNOLD
JEFFERSON COUNTY, MISSOURI

CONCRETE STREET REPLACEMENT
(Woodridge Estates, Rosedale and Twin Fawn Meadows Subdivisions)

PROJECT # 320-20-001

2020

CITY OF ARNOLD

2101 JEFFCO BLVD.

ARNOLD, MISSOURI 63010

City of Arnold
ADVERTISEMENT FOR BIDS
CONCRETE STREET REPLACEMENT PROJECT
(Woodridge Estates, Rosedale and Twin Fawn Subdivisions)

Notice is hereby given that sealed bids for the **Concrete Street Replacement** will be received by the City Clerk City Hall, 2101 Jeffco. Blvd., Arnold, Missouri 63010, until 10:00 a.m., Wednesday, April 8, 2020, at which time the bids will be publicly opened and read. Bids must be submitted in a sealed envelope marked “**Concrete Street Replacement**” in the lower left corner.

Specifications and bid documents are available for pickup on or after Friday, March 13, 2020 at Arnold City Hall, 2101 Jeffco Blvd. Arnold, Missouri, or by calling the City Clerk’s office at (636) 296-2100 or on the City’s website at www.arnoldmo.org

A voluntary pre-bid meeting is scheduled for 9:00 a.m. Wednesday, April 1, 2020 at the Public Works Office, 2900 Arnold Tenbrook Road, Arnold, Missouri, for interested contractors. The purpose of the meeting is to review the project, respond to questions and address concerns from the contractors. Following the meeting, a visit to the project site is scheduled.

All bids shall be made in duplicate on the printed forms found in the contract documents. Each bid must be accompanied by a certified check, cashier’s check, or bid bond, payable to the City of Arnold, Missouri, in the amount of ten (10%) of the amount of the bid as a guarantee that the successful bidder or bidders will enter into a contract and furnish performance and payment bonds in the full amount of the Contract within ten (10) days after the award is made.

The City of Arnold hereby reserves the right to reject any or all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be for the best interest of the City of Arnold, Missouri.

By Order Of
Tammi Casey, City Clerk

GENERAL REQUIREMENTS

1. PREPARATION OF BIDS

- A. Bids must be made in duplicate upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures with amounts extended and totaled, and no change shall be made in phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amount shall govern. Any bid may be deemed non-responsive which contains any omissions, erasures, alterations, additions, irregularities, of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid forms, or in which any of the prices are obviously unbalanced.
- B. The bidder shall sign his bid in the blank space provided therefore. If the bid is made by a partnership or a corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be signed by all authorized partners; if made by a corporation, it must be signed by an authorized officer thereof with a certification of authorization attached to the bid. (Attachment A)

2. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor, material and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid.

All bidders shall be responsible for familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations, should be directed to Judy Wagner, P.E., Public Works Director at 636-282-2386 or emailed to jwagner@arnoldmo.org prior to Friday April 3, 2020.

3. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Director of Public Works, the Contractor shall remove all of his equipment, tools, and supplies from the property of the City (also referred to herein as the "Owner"). Should the Contractor fail to remove such equipment, tools, and supplies; the Owner shall have the right to remove them, at the expense of the Contractor.

4. EXTENSION OF CONTRACT TIME

- A. A delay beyond the Contractor's control occasioned by an Act of God, or act of omission on the part of the Owner, by strikes, lockouts, fire, flood, tornado, earthquake, or other cause beyond the reasonable control of Contractor, may entitle the Contractor to an extension of time in which to complete the work as determined by the Director of Public Works, provided, however, that the Contractor shall immediately give substantiated written notice to the Director of Public Works on the cause of such delay.
- B. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by the City, the General Requirements, Drawings, specifications, and all Addenda (if any) issued prior to and all modifications issued after execution of the Contract Agreement.

5. LIQUIDATED DAMAGES

- A. The Contractor shall commence work promptly in accordance with these specifications. Contractor shall prosecute the work vigorously and diligently so as to insure completion within the time stipulated in the Contract. If Contractor does not complete work within specified contract time, \$250.00 per day will be assessed.
- B. If, in the opinion of the Contractor, he is delayed by any act or neglect of the Owner, or any representative of the Owner, or by changed in the work ordered in writing by the Owner, or by strikes, lockouts, fire, tornado, earthquake, or any other cause beyond the reasonable control of the contractor, he shall, within ten (10) consecutive days from the start of such delay, enter a written claim to the Director of Public Works that such delay occurred and his substantiation for such claim.
- C. Time is expressly declared to be of the essence in completion of work covered by the Contract Documents. It is agreed that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in the accepted contract for each calendar day, except Sundays and Holidays, after date specified for completion of the project that the entire work is not substantially completed.
- D. The term "substantially complete" as used herein shall be construed to mean the completion of the entire work in strict accordance with all requirements of the drawings and specifications except minor items which, in the opinion of the Director of Public Works, will not interfere with the complete and satisfactory use of the facilities.
- E. Liquidated damages or any matter related thereto shall not relieve the Contractor or his Surety of any responsibility obligation under this Contract.

F. Act of God means an earthquake, flood, tornado, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

6. BID SECURITY

- A. Each bid must be accompanied by a deposit of not less than ten (10%) percent of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, a cashier's check or a bid bond payable to the Owner. Within ten (10) days after the formal opening of bids, all checks or bid bonds will be returned, except those deposited by the three (3) lowest formal bidders. The remaining checks or bid bonds, with the exception of the bid security of the successful bidder, will be returned within seven (7) days after the execution of the Contract between the successful bidder and the Owner. The bid security of the successful bidder will be returned to him, without interest, when construction contract is executed and satisfactory performance bond is delivered to the Owner.
- B. Should the successful bidder fail or refuse to execute the bond and the contract required within ten (10) days after he has received notice of the acceptance of his bid, he shall forfeit to the Owner, as liquidated damages for such failure to refuse, the security deposited with his bid.

7. SECURITY FOR FAITHFUL PERFORMANCE

- A. Pursuant to Section 107.170 RSMo., and simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred (100%) percent of the accepted bid as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the forms of bond substantially similar to those attached hereto and having a surety thereon such surety company or companies approved by the Owner and authorized to transact business in the State of Missouri.
- B. If the Contractor is a partnership, the bond shall be signed by all of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporation name by the duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract. Each executed bond shall be accompanied by (a) an appropriate acknowledgment of the respective parties, (b) an appropriate duly certified copy of Power-of-Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of the Contractor or surety, (c) a duly certified extract from the By-

Laws or Resolutions of Surety under which Power-of-Attorney or other certificate of authority of its agent, officer, or representative was issued, and (d) a duly certified copy of the latest published financial statement of assets and liabilities of Surety.

8. PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, monuments, etc., along an adjacent to the easements and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, fences, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. All costs for the repairs or replacement of public and private property for utilities damaged by the construction pertains shall be the responsibility of the Contractor.

9. WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, and red lights and shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction. Suitable warning signs shall be so placed and illuminated at night so as to show, in advance, where construction barricades or materials exist.

10. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Director of Public Works. No road or street shall be closed to the public except with the permission of the Director of Public Works and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Public Works Director and as permitted by law.

11. RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents or shall

have all materials and services furnished and all the work performed at his expense. It shall be the Contractor's responsibility to pay for:

- (1) Replacement of survey benchmarks, reference points and stakes provided by the Owner.
- (2) Lands used by Contractor, except those lands furnished by the Owner.
- (3) Performance Bond.
- (4) Royalties.
- (5) Permits and Licenses, including a City of Arnold business license.

12. MATERIALS, APPLIANCES, UTILITIES, EMPLOYEES

Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, install and pay for material, devices, mechanisms, equipment, labor, water, heat, light, electric power, transportation services, applicable taxes of every nature, permit fees, and all other facilities necessary for the proper execution, completion and testing of the work and equipment.

13. INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

- A. **INSURANCE:** The Contractor shall obtain and maintain such insurance from an insurance company satisfactory to Owner and authorized to write casualty insurance in the State of Missouri as will protect himself, his subcontractors and the Owner from claims for bodily injury, death or property damage which may arise from any and all operations and under this Contract. Any such insurance policy shall name the Owner as an additional named insured. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten (10) days written notice to the Owner of an intention to cancel. The amounts of such insurance shall be as indicated below:

(This certificate of insurance shall indicate the City of Arnold as additional insured and contain signed endorsements as required by the City)

(1) **Workmen's Compensation and Employer's Liability Insurance:**

Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by State where the work is located.

(2) **Public Liability, Bodily Injury, and Property Damage:**

- | | |
|---|-------------|
| a. Injury or death of one person | \$2,000,000 |
| b. Injury to more than one person
in a single accident | \$4,000,000 |

c. Property Damage \$2,000,000

(3) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

a. Injury or death of one person \$2,000,000
b. Injury to more than one person
in a single accident \$4,000,000
c. Property Damage \$2,000,000

(4) If the contractor maintains higher limits than the minimums required above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

(5) If the City determines appropriate a certificate of insurance must be filed with the City providing builders risk insurance for the proposed project.

B. INDEMNITY: The Contractor shall indemnify and save harmless the City and its officers and agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

C. No provision of this agreement shall constitute a waiver of the City's right to assert a defense basis on sovereign immunity, official immunity of any other immunity available under law.

14. MEASUREMENTS AND PAYMENT

The Contractor may periodically submit, but not more than once each month, a request for payment for work done. The Contractor shall furnish the Director of Public Works all reasonable documentation required for obtaining the necessary information relative to the progress and execution of work, including, but not limited to, certified weight tickets for all materials delivered and used on the job. The payment shall be based on the quantities actually completed, less five (5%) percent to be retained until final completion acceptance of the work and less previous payments. The Owner shall act within thirty (30) days from the date of approval of a request for payment by the Director of Public Works, all in accordance with the Prompt Payment Act (Section 34.057 RSMo).

15. WAGES

The Contractor shall pay the prevailing wage rates for all labor as established by the State of Missouri for the Jefferson County area. In no case will less than minimum wage be paid to anyone working on the construction project. A partial copy of the prevailing wage law is included in the bid specifications. It will be necessary for the Contractor to submit an affidavit to the City to verify compliance with the law. The

City also reserves the right to request the Contractor show proof of wage law compliance at any time during the project, all in accordance with the Prevailing Wage Law (Section 290.210 RSMo.) The contractor shall forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under this contract by the contractor or by any subcontractor.

16. NON-COLLUSION FORM

All bidders shall sign non-collusion form attached to the bid form, have same notarized, and returned with the bid form.

17. SUBCONTRACTORS

If the successful bidder intends to use a subcontractor(s) for any portion of the work, the successful bidder shall submit a written notice to the City and receive approval for use of the subcontractor(s) prior to commencing work.

18. FINAL PAY AFFIDAVIT

Upon completion of all work, the successful bidder shall submit a final pay affidavit, provided by the City and lien waivers for all work from all suppliers and subcontractors. The successful bidder shall also submit a certified copy of the payroll in accordance with the Prevailing Wage Rates and Missouri Work Authorization Affidavits for the period from the date the Notice to Proceed is issued through the completion of the project.

19. FEDERAL WORK AUTHORIZATION AFFIDAVIT

Pursuant to Section 285-530 RSMo, Contractor shall provide the City with a sworn Affidavit affirming its enrollment and participation in a Federal work authorization program.

20. SAFETY TRAINING AFFIDAVIT

Pursuant to Section 292.675 RSMo., Contractor and its subcontractors shall provide the City proof that all on-site project employees have completed a ten (10) hour course in OSHA approved construction safety and health training, such proof to be provided within 60 days of the date project work commences.

21. FAILURE TO PROVIDE SAFETY TRAINING

Pursuant to Section 292-675 RSMo, Contractor shall forfeit to the City, as a penalty, \$2,500 plus \$100 for each on-site employee of Contractor or its subcontractors, for each calendar day, or portion thereof, such on-site employee is employed without the safety training required under Paragraph 20 above.

22. PROOF OF LAWFUL PRESENCE

Bidders on Public Works contracts are considered applicants for a public benefit and, therefore, the Contractor must comply with the laws of the State of Missouri. Affirmative proof of lawful presence can be established by the Contractor providing a copy of a Missouri driver's license, any document evidence recognized by the Department of Revenue, or any document issued by the Federal government that confirms lawful presence in the United States. A copy of such documentation shall accompany the Contractor's bid.

23. PURCHASE OF AMERICAN PRODUCTS

RSMo Section 34.353 requires each contract made by a public agency for construction, alteration, repair or maintenance of any Public Works shall require any manufactured goods or commodities used or supplied in the performance of this project contract shall be manufactured or produced in the United States.

The Contractor shall provide the City with an affidavit to confirm compliance with Missouri law.

24. WASTE

Surplus street excavation and waste materials resulting from the work shall be disposed of in accordance with the St. Louis County or Jefferson County Waste Management Code. The Contractor shall comply with the following requirements in securing waste areas for disposal on non-contaminated earth and rock excavation.

- (1) The site shall not be in a flood plain.
- (2) Letters of permission and release are required from the affected property owner or owners.
- (3) Precautions shall be taken to insure surface water or storm culvert drainage is not interrupted.
- (4) The waste disposal area shall be maintained in a proper manner and meet all the environmental requirements which may be applicable by the governing jurisdiction.
- (5) Erosion control measures shall be instituted as required.

The Contractor will be required to procure from the proper authorities all permits which may be required to haul over public or private streets and any hauling operations of Contractor shall be subject to the requirements of such permits and other applicable City regulations and ordinances.

25. MATERIAL BUYOUT

The Owner reserves the right to benefit from its tax-exempt status from Missouri sales tax by paying for some of the building materials and equipment direct. The Contractor shall cooperate fully to help the City realize this benefit. The Owner will let the Contractor know which materials and equipment it wishes to pay for directly and the Contractor shall credit the Owner's contract price a sum equal to the price paid for the subject material or equipment plus the full amount of the sales tax that would normally be due on the subject item. The City shall provide a Missouri Project Exemption Certificate upon request.

26. AMERICAN DISABILITIES ACT (ADA)

The Contractor shall comply with the current ADA requirements. (For ADA compliance consultation, refer to the Americans with Disabilities Act Accessibility Guidelines [ADAAG].) Relay Missouri phone number 1-800-735-2966 TDD; add a (v) behind your phone number.

27. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request, or finds discrepancies in, or omissions, he may submit to the City a written request for an interpretation or correction thereof.

Any interpretation or correction of the bid request document will be made only by Addendum duly issued by the City, and a copy of such Addendum will be mailed to each person who received a Request for Bids by mail. The City will not be required to mail addenda to those persons who retrieved the Request for Bids from the City's website. It is the responsibility of these contractors to review www.arnoldmo.org for any addenda prior to submitting their responses. The City will not be responsible for any other explanation or interpretation of the Request.

28. SELECTION CRITERIA

Awards shall be determined by and be based upon the best proposal, which, at the discretion of the department head and/or City Council, is the proposal that most adequately meets the needs of the City, officer, department, or using agency at the lowest price. In determining the best proposal, in addition to price, the department head may consider:

- A. Quality, availability and functional or other suitability of the personal property, or contractual services to the particular use intended.
- B. Other factors, including, but not limited to, the following:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- (2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts or services.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and
- (8) The number and scope of conditions attached to the bid.

C. Whether the bidder is in default on the payment of taxes, licenses or other moneys due to the City. This factor alone shall justify disqualification.

D. When, in response to a bid proposal issued by the City, two (2) or more proposals meet the City's bid specifications/requirements and are deemed sufficiently equal, a local bid preference shall be given to businesses located within the corporate limits of the City if the bid presented by said business is within five (5) percent of the lowest qualifying bid.

29. CONTRACT COMPLETION DATE:

This project shall be completed by August 12, 2020.

SPECIFICATIONS

The construction, sampling, testing, inspection and acceptance for all work completed under this contract shall conform with the following specifications which are to be used in conjunction with the current editions of the St. Louis & Jefferson County Standard Specifications for Highway Construction and, as applicable, the Missouri Standard Specifications for Highway Construction, the Manual Uniform Traffic Control Devices (MUTCD) and the Metropolitan St. Louis Sewer District. Any exceptions to these specifications must be noted in writing and included with the bid form.

1. The City of Arnold has approximately 14,980 square yards of concrete street replacement, 14,980 square yards of Type 5 base rock, 12 square yards of curb inlet sumps.
2. The Portland Cement Concrete shall meet the strength requirements of the St. Louis County Highway Department's specifications for a (6) six-sack mix. The base rock aggregate shall meet MoDOT Type 5 standards. Rock shall be from MoDOT approved ledges. All excavation necessary to install base rock shall be included in the bid price for the 4" Type 5 base rock.
3. Special Traffic Control measures shall be required. All construction work zone signage shall be in conformance with MUTCD standards.
4. All unit price bids shall be net in place and finished price per square yard or linear foot or as otherwise noted.
5. The successful bidder will break out and dispose of the existing pavement in conformance with the St. Louis County/Jefferson County Waste Management Code, the applicable state requirements, and the City of Arnold Ordinances. The contractor shall inform the City as to how concrete trucks will wash their pouring chute residue in a manner which conforms with applicable Federal, State, and County law requirements.
6. The contractor is allowed a one (1) foot width maximum over dig of the street slab replacement areas unless otherwise allowed by the public works director or authorized representative. The contractor shall be responsible for all excavation work activities. The contractor shall notify the Public Works Director or authorized representative 24 hours in advance of pouring replacement concrete so that the subgrade, depth of slab and all other conditions can be reviewed prior to the pour.
7. The contractor will be responsible for preparing the excavated portion and sub-base to a minimum depth of twelve (12) inches for eight (8) inch depth pavement slabs, ten (10) inches for six (6) inch depth slabs. Where the existing subgrade is of such poor consistency that it will not provide a stable base (as determined by

the City), in which case it is to be removed to an appropriate depth, then backfilled with specified rock as indicated in pay items, and be compacted by mechanical means until meeting the City's approval. The Contractor will be paid for the specified pay item per square yard.

8. Curbs and Gutters:

A. Integral rolled curb and gutters will be a part of the concrete street replacements costs unless otherwise noted.

9. Curing: Immediately after finishing operations have been completed and as soon as marring of the concrete will not occur, the entire surface of the newly placed concrete shall be cured with a white pigmented membrane. After all the free water has left the pavement surface, the Contractor shall apply a uniform coverage of curing material at a rate of 1 gallon per 100 square feet. Only white pigmented membrane material will be accepted.

10. Testing: The Contractor shall employ a testing laboratory acceptable to the City to perform the following tests and submit test reports to the City Engineer.

A. Compressive strength tests: One set of six (6) standard cylinders for each 100 cubic yards or fraction thereof, or for each 5,400 square feet of surface area placed. Two specimens are to be tested at 3 days, two at 7 days and the other two at 28 days. Note: 7-day breaks may be waived upon 3-day test results.

B. Test results will be reported in writing to the City and to the Contractor on the same day that the tests are made. Reports of compressive strength tests shall contain the project identifications name and number, date of concrete placement, name of concrete testing service, concrete type and class, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 3-day, 7-day and 28-day tests. Note: 7-day breaks maybe waived upon 3-day test results.

C. The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strengths have not been attained. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with acceptable standards or by other approved methods. Contractor shall pay for such tests conducted when unacceptable concrete is verified.

11. Where necessary, the Contractor shall adjust existing manhole frames, water and gas valves to grade, and shall be responsible for notifying and locating all utilities in the repair areas prior to performing work. The Contractor shall take all necessary precautions to prevent damage to pavements (driveway approaches, sidewalks, streets, etc.) adjoining the sidewalk repair areas and will, at no cost to

the City, be responsible for repairing any said damage. Any unknown street pavement lugs found should be brought to the attention of the City's Public Works Director for action direction.

12. Where appropriate upon completion of the street replacement or new construction at each individual location as appropriate, the Contractor shall within 3 days thereof, backfill with dirt, compact, seed and straw the disturbed area behind/along the edge of the replaced concrete and shall remove all forms, materials, trash and debris from that site. Grass seed shall be planted at a rate of 10 pounds per one thousand square feet or 1.0 pound per 100 square feet. Seed mixture shall be 50% Kentucky Blue Grass, 25% Perennial Rye and 25% Fescue. All backfill used must be free of debris, rock, wood, dirt clumps and other unsuitable material. If such material is found to be used, the Contractor will remove and replace at his own expense. Contractor will be expected to store backfill and cover with a waterproof tarp to ensure a supply of dry earth backfill.

Should the Contractor fail to undertake the necessary backfill or other work related to public safety within the above stated time, the City reserves the right to use City forces or another Contractor to complete the backfill work and deduct the value of this work from the contract amount. All labor rates will be at the prevailing wage rates. The backfill material itself will be back charged at a rate of \$35 per cubic yard.

Allowances will be made for adverse weather conditions in accordance with item #29 of the Specifications.

13. Upon completion of the concrete street replacement, the Contractor shall seal all expansion joints and saw cuts in and immediately around the street replacement areas with hot pour elastic type joint sealer or other approved joint material. Contractor is to sand joints after placing joint material to prevent tracking or by some other approved method.
14. The schedule for replacing/constructing the street sections will be worked out with the successful bidder. In no case are broken slabs or excavated areas to be left opened (even with barricades) more than twenty-four (24) hours, unless approval has been given by the Public Works Director or her representative, with the Contractor providing temporary rock access drives through the disturbed areas to all driveways.
15. The Contractor shall provide all necessary signage and barricades and maintain traffic control measures at all times. Contractor shall follow applicable articles of the "Standard Specifications". A special lump sum pay item for this work is stated on the bid form.
16. Weather: Concrete construction/ replacement shall not be attempted on rainy days or when the ground is frozen or when the temperature is below 32 degrees

Fahrenheit. In the event an unexpected rainfall occurs, the Contractor will be expected to cover all freshly poured slabs with waterproof materials to protect the slab from water damage. Failure to do so could result in the City's rejection of the slab with the Contractor replacing such slabs at his own expense.

17. Finishing of concrete pavement surfaces shall be in accordance with the Standard Specifications for Highway Construction. All surfaces shall receive a non-slip broom finish. Contractor shall broom the surface in a perpendicular direction to the main traffic route.
18. Contraction joints shall be tooled or sawcut after the concrete has set sufficiently to allow sawing. Pavement transverse joints shall be spaced no less than 15 feet and no greater than 20 feet. Type G joint shall be used.
19. Dewatering: Where water is found in the subgrade, the Contractor shall provide proper drainage by pumping the water out of the subgrade and adding cement to stabilize the subgrade or excavate the unstable subgrade and replace with compacted granular fill.
20. Cleaning of Streets & Sidewalks: The Contractor shall clean the streets of all excess material periodically or as directed by the Public Works Director or his representative so that the material does not adhere to the paved surfaces or cause a nuisance. The Contractor shall use motorized equipment that does not leak fuel or oil onto the existing pavement or in excavated areas. Such equipment, if found on the job site, shall be replaced or repaired immediately. Failure to clean the streets properly or undertake other public safety issues could lead to City forces undertaking the work and backcharging the Contractor at prevailing wage rates.
21. Vandalism: The Contractor shall be responsible for protecting the fresh concrete surface from vandalism and shall repair or replace any fresh concrete that is vandalized at no additional cost to the City.
22. Curing Period: The freshly poured street concrete pavement sections shall be cured a minimum of five (5) days for the standard six (6) sack concrete mix and three (3) days for the High Early 7.27 sack mix before opening to traffic otherwise instructed by the Public Works Director or authorized representative.
23. Areas to be replaced:
 - A. Areas to be replaced are shown on the following attached list. The City reserves the right to add or delete any portion of any item of the concrete replacement scope of work.

- B. Areas to be replaced will be marked by the City. However, the Contractor is to get verification from the Public Works Director or her representative before removing any slab or curb.
 - C. Upon award of contract, a determination of priorities will be established and a "not-to-exceed" amount of material to be used determined. The "not-to-exceed" amount will be set out in a resolution adopted by the City Council. The total project budget is set at \$500,000.00. The Contractor shall complete all slab replacements in Woodridge Estates and Rosedale prior to beginning work in Twin Fawn Subdivision. Prior to work in Twin Fawn Subdivision the City will determine the slabs to be replaced based on the budgeted amount for this project. This contract is not to exceed \$500,000 unless approved by the Public Works Director.
 - D. After each day's pour, the City inspector and the Contractor's field superintendent shall field measure all poured in place concrete and shall agree and sign the written totals with a copy of each daily total kept by each party. The Contractor shall submit a copy of the field measurement along with their invoice.
24. In the case where both directional slabs are to be replaced, one side will be removed and replaced, then immediately after the specified cure time, the other side must be completed or as otherwise instructed by the Public Works Director or her representative. Longitudinal joints shall be type "B".
25. Where the Contractor makes pavement over breaks, the exposed edges shall be sawcut straight to the full slab depth and the slab area replaced at no additional cost to the City. Where over breaks occur at driveways, the Contractor may be required to remove and replace driveway concrete or asphalt pavement to the first full joint or approved location. Contractor should exercise care at these locations.
26. Saw cutting of concrete pavement slabs shall be incidental to the contract. No direct pay will be provided for saw cutting.
27. Where existing sprinkler heads and lawn irrigation piping is found adjacent to replacement slab areas, the Contractor shall, where directed by the City, hand excavate along those areas so as to protect the existing sprinkler systems from damage. This work shall be paid for on a per foot basis. The Contractor will be responsible to replace damaged or broken sprinkler systems as a result of the concrete replacement work.
28. When applicable, tree roots which have grown into the pavement subgrade area must be removed as part of the subgrade preparations. The tree roots are to be clean cut out of the way of the street slab area prior to the removal of the roots within the subgrade area.

29. Delays and Extension of Time: It the Contractor is delayed at any time in the progress of the work, by any act or neglect of the City or of its employees, or by any other Contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, inclement weather, unusual delaying transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any causes which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

No such extension shall be made for delay occurring more than ten (10) days before claim therefore is made in writing to the Public Works Director. In the case of a continuing cause of delay, only one (1) claim is necessary.

30. All bidders shall be responsible for completely familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations should be directed to Judy Wagner, P.E., Public Works Director at 636-282-2386.
31. NO ADDITIONAL CHARGE ITEMS: There shall be no additional charge to the City for the Contractor to provide labor, equipment and materials for:
- a. Landfill fees/ Contractor Mobilization / Traffic Control measures.
 - b. Dewater subgrades and protect work from rain and fold damage.
 - c. Clean streets and public safety concerns, including all necessary construction zone signage, barricades and flagmen.
 - d. Backfill, compact, seed and straw all disturbed areas and stockpile storage of dry dirt unless otherwise provided on the bid form.
 - e. Seal all construction joints and sawcuts at the repaired areas.
 - f. Contractor's damage (if any) to pavements adjoining the designated repair areas, including residential driveways.
 - g. 48-hour minimum written notification to property owners whose driveways will be cut off by slab removal and replacement, and providing temporary rock access drives through the disturbed areas to the residential driveways. Notice shall be posted on their front door and garage door.
 - h. Replacement of vandalized concrete repair areas or contractor caused over breaks. All necessary saw cutting required shall be the contractor's responsibility.
 - i. Protect property owners' mailboxes and repair or replace to the home owner's satisfaction if damaged during the work.
 - j. Protect owner's flowers, trees, shrubs and sprinkler heads which abut pavement, replacement areas and repair or replace such damaged items as required.
 - k. Clean cutting tree roots in the way of concrete slab replacement.
 - l. All other miscellaneous work as necessary to provide a complete and satisfactory job.

- m. Any and all necessary permits and licenses.
- 32. The contractor will be given an area in the Public Works facility for equipment and material storage during the project construction if needed. The Public Works normal business hours are 7:00 a.m. to 3:30 p.m. Monday thru Friday.
- 33. The City reserves the right to add or delete work locations.
- 34. Contract completion date is August 12, 2020.
- 35. **NOTE: Failure by the Contractor to undertake work for the protection and welfare of the general public can result in the City forces undertaking the work and back-charging the Contractor at prevailing wage rates.**

ATTACHMENT A
BID PROPOSAL FORM
CONCRETE STREET REPLACEMENT PROJECT

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated _____, 2020 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 **CONCRETE STREET REPLACEMENT 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.

Item No. 1 Breakout, remove, form, and pour 6" depth concrete pavement with an approved six (6) sack concrete mix design.

(\$ _____) X 14980 sq. yds.* = \$ _____

Item No. 2 Supply, install and compact 4" depth Type 5 base rock

(\$ _____) X 14980 sq. yds.* = \$ _____

Item No. 3 Provide all necessary traffic control measures and other miscellaneous work to provide a complete safe job.

(\$ _____) Lump Sum = \$ _____

Item No. 4 Breakout, remove, form, and pour curb inlet sumps (with appropriate concrete mix)

(\$ _____) X 12 sq. yds.* = \$ _____

Total (Items 1-4) = \$ _____

*These quantities are expected to vary.

BID ALTERNATE UNIT PRICES

- A Breakout, remove, form, and pour designated 8 inch depth street pavement with six (6) sack design concrete mix.
\$ _____ / per. Square Yard.
- B Breakout, remove, form and pour designated 6 inch depth street pavement with High-Early design concrete mix.
\$ _____ / per. Square Yard.
- C. Remove and replace below specified excavated depth and remove and replace below specified excavated depth an additional 12 inch depth and replace with three (3) to four (4) inch size crushed rock graded and rolled compacted
\$ _____ / Square Yard.
- D. Remove and replace below specified excavated depth and additional 18 inch depth and replace with six (6) to eight (8) inch size crushed rock graded and rolled compacted.
\$ _____ / Square Yard.
- E. Hand excavation for yard sprinklers and irrigation systems as authorized by the City.
\$ _____ per lineal ft.

NAME OF BUSINESS _____

(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 _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

Contractor is to provide at least three (3) references.

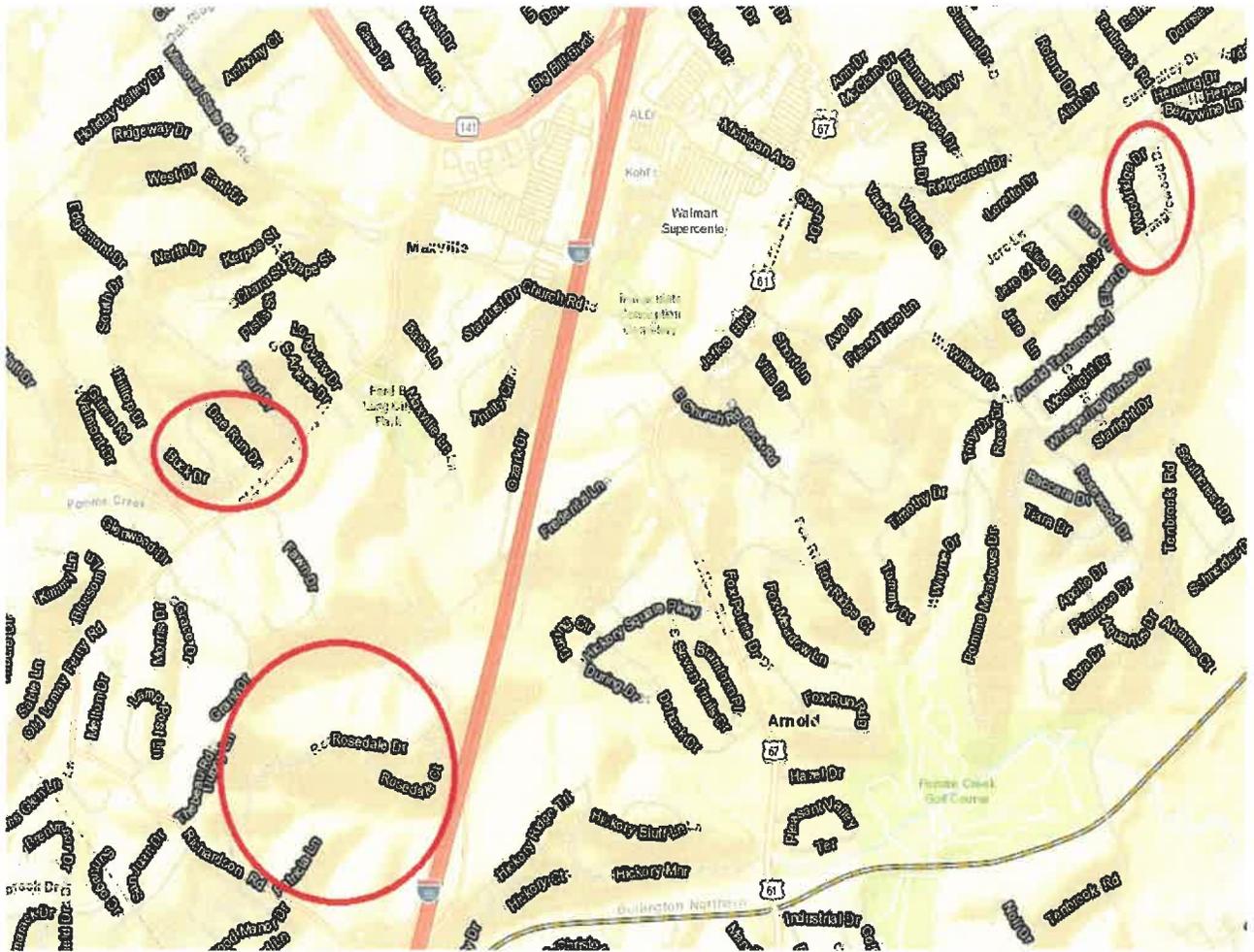
Name Email & Phone Number

Name Email & Phone Number

Name Email & Phone Number

STREET SLAB REPLACEMENT WORK LIST

Subdivision	Slab size (typical)	Slab size (SY)	Estimated number of replacement slabs	Square Yards
Wood Ridge Estates	15' X13'	21.67	217	4702.39
Rosedale	15'X 13'	21.67	221	4789.07
Twin Fawn	20'X 13'	28.89	190	5489.1
			Total	14980.6



STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

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

being duly sworn on his/her oath, affirms that said company has complied with Missouri State Law Section 34-353 RSMo regarding the purchase of manufactured good or commodities used or supplied in the performance of the City of Arnold's **THE CONCRETE REPLACEMENT PROJECT**

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

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

SIGNATURE (PERSON WITH AUTHORITY)

(PRINTED NAME)

(TITLE)

(DATE)

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

Notary Public

My commission expires on: _____

_____ being duly sworn in oath deposed and states:

I. That in connection with this procurement,

- a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
- b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

II. The undersigned further states:

- a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
- b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.

III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).

IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

(NAME, INDICATE IF CORPORATION,
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

By _____

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

Notary Public

My commission expires on: _____

Affidavit of Work Authorization

Comes now _____ (name) as _____ (office held)
first being duly sworn, on my oath, affirm _____ (company name)
is enrolled and will continue to participate in a federal work authorization program in respect to
employees that will work in connection with the contracted services related to **THE CONCRETE
REPLACEMENT PROJECT** for the duration of the contract, if awarded in accordance
with RSMo Chapter 285.530 (2). I also affirm that _____ (company
name) does not and will not knowingly employ a person who is an unauthorized alien in
connection with the contracted services related to **THE CONCRETE REPLACEMENT
PROJECT** for the duration of the contract, if awarded.

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

Signature Printed Name

Title Date

Subscribed and sworn before me the _____ day of _____, I am
commissioned as a notary public within the county of _____, State of
_____, and my commission expires on _____.

Signature of notary Date

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this _____ day of _____ 2020, by and between _____ 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 _____, 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 CONCRETE STREET REPLACEMENT 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 CONCRETE STREET REPLACEMENT PROJECT must begin on _____, 2020 and shall be carried on at a rate to secure its full completion by _____, 2020. 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 THE CONCRETE STREET REPLACEMENT PROJECT bid the amount of (DOLLAR AMOUNT BID) attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for THE CONCRETE STREET REPLACEMENT 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: _____
Contractor Address: _____

By: _____
Ron Counts, Mayor

By: _____
Signature

Title

ATTEST:

By: _____
Tammi Casey, City Clerk

By: _____
Signature

Title

Date

Telephone No.

Date

(SEAL)

(SEAL)

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO: 20-11

A RESOLUTION DE-APPROPRIATING THE REMAINING
BALANCE OF A LEASE/PURCHASE AGREEMENT WITH JOHN
DEERE FINANCIAL INCORPORATED FOR A JOHN DEERE 8800A
TERRAINCUT MOWER DUE TO CLOSURE OF THE ARNOLD CITY
GOLF COURSE.

WHEREAS, on May 2, 2019 the Arnold City Council passed Resolution 19-26 authorizing a lease/purchase agreement with John Deere Financial for the acquisition of a John Deere 8800A mower; and

WHEREAS, the John Deere 8800A mower was explicitly acquired for use at the Arnold City Golf Course; and

WHEREAS, the terms of the lease/purchase agreement provide for a 60-month payment term, payable in quarterly installations of three thousand two hundred nine dollars and no cents (\$3,209.00) for a total payout of fifty-six thousand eight hundred thirty-four dollars and twenty-five cents (\$56,834.25); and

WHEREAS, on December 19, 2019 the City Council failed to approve and thus rejected, Resolution 19-73, which would have authorized a contract extension for a third-party management of the golf course, effectively permanently closing the golf course; and

NOW, THEREFORE, as a result of the permanent closure of the Arnold City Golf Course the funds that were originally appropriated per Resolution 19-26 are hereby immediately de-appropriated for the current fiscal year and for any future fiscal years remaining. A copy of Resolution 19-26 and the aforementioned lease are attached hereto and made a part hereof for reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

April 8, 2020

RESOLUTION NO: 19-26

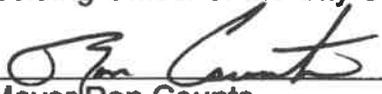
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
LEASE/PURCHASE AGREEMENT WITH JOHN DEERE
FINANCIAL INCORPORATE FOR A JOHN DEERE 8800A
TERRAINCUT MOWER

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Mayor, is hereby authorized to accept John Deere Financials agreement for a John Deere 8800A TerrainCut mower. The agreement terms are a 60-month period for fifty-six thousands eight hundred thirty-four dollars and twenty-five cents (\$56,834.25) payable in quarterly installations of three thousand two hundred nine dollars and no cent (\$3,209.00). Agreement terms shall remain in effect, unless mutually agreed upon by both parties.

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



Presiding Officer of the City Council



Mayor Ron Counts

ATTEST:



TAMMI CASEY, CITY CLERK

Date: 5/2/19



Thursday, May 02, 2019



JOHN DEERE FINANCIAL

Application ID: **12837245**
Version Number: 11

LEASE PURCHASE AGREEMENT

LESSEE'S NAME AND PHYSICAL ADDRESS			
CITY OF ARNOLD DBA ARNOLD GOLF CLUB 1 GOLFVIEW DR ARNOLD, MO 63010-6007	LESSEE'S TAX ID NUMBER **333674	LESSEE'S PHONE NO. 636-296-6533	TYPE OF BUSINESS Municipality
LESSEE RESIDES IN (County/State) JEFFERSON, MO		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER WILLIAM LEHMANN - FINANCE DIRECTOR			

LESSOR'S NAME AND ADDRESS		PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2045		888-777-2560

This Lease Purchase Agreement, ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

EQUIPMENT LEASED					
Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2019	JOHN DEERE	8800A TerrainCut Rough Mower	ARNOLD, MO	JEFFERSON	No

ADDITIONAL DETAILS			
Product ID	Engine Hour Meter	Asset Level Payment*	Selling Price
1TC880AVEKS065004	0	\$3,210.13	\$56,634.25

*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

LEASE PAYMENTS				
LEASE TERM START DATE: May 23, 2019 LEASE TERM END DATE: May 23, 2024				
<i>The first Lease Payment Due Date is May 23, 2019 and each successive Lease Payment is due on the same day of the Quarterly Interval thereafter, (the "Billing Period"), unless otherwise provided below</i>				
NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DATE PAID
20	\$3,210.13	\$0.00	\$3,210.13	May 23, 2019

Amortization Schedule

Nominal Annual Rate	5.25%				
Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	May 23, 2019	\$3,210.13	\$0.00	\$3,210.13	\$53,644.12
2	August 23, 2019	\$3,210.13	\$707.16	\$2,502.97	\$51,141.15
3	November 23, 2019	\$3,210.13	\$674.16	\$2,535.97	\$48,605.18
4	February 23, 2020	\$3,210.13	\$640.74	\$2,569.39	\$46,035.79

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001	Settlement Nbr: 12837245	Equipment Type: Golf Commercial	05/23/2019 01:05 PM	Page 1 of 5
Revision Date: 5 May 2019	Application ID: 12837245	Version Number: 11		



Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
5	May 23, 2020	\$3,210.13	\$606.87	\$2,603.26	\$43,432.53
6	August 23, 2020	\$3,210.13	\$572.55	\$2,637.58	\$40,794.95
7	November 23, 2020	\$3,210.13	\$537.78	\$2,672.35	\$38,122.60
8	February 23, 2021	\$3,210.13	\$502.56	\$2,707.57	\$35,415.03
9	May 23, 2021	\$3,210.13	\$466.86	\$2,743.27	\$32,671.76
10	August 23, 2021	\$3,210.13	\$430.69	\$2,779.44	\$29,892.32
11	November 23, 2021	\$3,210.13	\$394.06	\$2,816.07	\$27,076.25
12	February 23, 2022	\$3,210.13	\$356.94	\$2,853.19	\$24,223.06
13	May 23, 2022	\$3,210.13	\$319.33	\$2,890.80	\$21,332.25
14	August 23, 2022	\$3,210.13	\$281.22	\$2,928.91	\$18,403.35
15	November 23, 2022	\$3,210.13	\$242.60	\$2,967.53	\$15,435.82
16	February 23, 2023	\$3,210.13	\$203.48	\$3,006.65	\$12,429.17
17	May 23, 2023	\$3,210.13	\$163.85	\$3,046.28	\$9,382.89
18	August 23, 2023	\$3,210.13	\$123.69	\$3,086.44	\$6,296.45
19	November 23, 2023	\$3,210.13	\$83.01	\$3,127.12	\$3,169.33
20	February 23, 2024	\$3,210.13	\$41.79	\$3,168.34	\$0.99

TERMS AND CONDITIONS

1. **Lease Term: Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.

4. **Ownership: Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001	Settlement Nbr: 12837245	Equipment Type: Golf Commercial	05/23/2019 01:05 PM	Page 2 of 5
Revision Date: 5 May 2019	Application ID: 12837245	Version Number: 11		



5. **Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install or use any accessory or device on the Equipment which may damage or otherwise negatively affects the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) remove any non-financed accessory or device which is not otherwise prohibited under subsection (d) above before lease expiration or earlier termination, without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our rights, title and interest in such item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Return of Equipment.** If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

10. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorney's fees and court costs; (h) exercise any other remedy available at law or in equity; and if you are in default of subsection (d) of Section 5 above the Termination Value as of the date of such default; (i) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorney's fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

Revision Date: 5 May 2019

Settlement Nbr: 12837245

Application ID: 12837245

Equipment Type: Golf Commercial

Version Number: 11

05/23/2019 01:05 PM

Page 3 of 5



13. **Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price. "Time Price" shall be equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You represent and warrant to us, as of the date you signed this Schedule, that (a) the Equipment was selected by you; (b) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (c) the safe operation and the proper servicing of the Equipment were explained to you; (d) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (e) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (f) the Equipment is in good condition and repair (operating and otherwise); (g) the Equipment shall be used only for the purpose indicated herein; (h) all information provided to us by you is true and correct.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508-522 of Article 2A of the Uniform Commercial Code.

15. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

Revision Date: 5 May 2019

Settlement Nbr: 12837245

Application ID: 12837245

Equipment Type: Golf Commercial

Version Number: 11

05/23/2019 01:05 PM

Page 4 of 5



THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

CITY OF ARNOLD

5/29/2019
(Date Signed)

By:



WILLIAM WEHMAN, FINANCE DIRECTOR

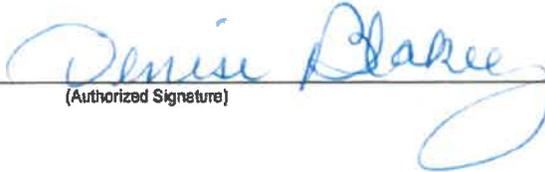
Ron Counts, Mayor

Accepted By: Deere Credit, Inc. (Lessor)

6400 NW 86th Street, Johnston, IA 50131-6600

7/5/19
(Date Agreement Signed)

By:



(Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

Settlement Nbr: 12837245

Equipment Type: Golf Commercial

Application ID: 12837245

Version Number: 11

05/23/2019 01:05 PM

Page 5 of 5

Revision Date: 5 May 2019



RESOLUTION NO. 19-73

A RESOLUTION APPROVING A LEASE AGREEMENT WITH WALTERS
GOLF MANAGEMENT FOR OPERATION OF THE GOLF COURSE.

WHEREAS, the City of Arnold Walters Golf Management desire to enter into an a lease agreement for Walters Golf Management to operate the City's golf course;

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

Section 1. The attached lease agreement with Walters Golf Management is hereby approved.

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Z:\CITYDOCS\RESOLUTIONS\2019\19-73 Resolution Walters golf course lease 2020-2024.docx
Tuesday, December 17, 2019

FAILED

RESOLUTION NO. 20-12

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH AMERICAN ELECTRIC AND DATA INC. TO
UNDERTAKE THE UTILTIY UPGRADES TO THE PUBLIC WORK SITE
FOR THE CITY OF ARNOLD.

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 American Electric and Data Inc. to undertake the Electric Utility Upgrades to the Public Works site in the amount of \$35,750.00 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: _____

BID PROJECT NAME: ELECTRICAL UPGRADE 4/15/2020						
COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	Bid Amount	
FOUNTAIN CITY ELECTRIC	MIKE SOLOMON	14042 CHARTER CHURCH ROAD DESOTO, MO 63020	636-208-7994	MSOLOMON@FOUNTAINCITYELECTRIC.COM	No bid	
AMERICAN ELECTRIC AND DATA	JIM ECKELKAMP	112 ST CHARLES STREET NEW MELLE, MO 63365	314-280-4887	JIM@AEDI-MO.COM	\$35,750.00	
JF ELECTRIC	DARRAN AYRES	100 LAKEFRONT PARKWAY EDWARDSVILLE, IL 62025	618-797-5230	DARRANA@JFELECTRIC.COM	No bid	
DODGE DATA AND ANALYTICS	DARLENE BAKER-MANN	4300 BELTWAY SUITE 150 ARLINGTON, TX 76018	413-548-8188	DARLENE.BAKER-MANN@CONSTRUCTION.COM	No bid	
EPLAN	AMBER COX	1400 FORUM BLVD SUITE 7B COLUMBIA, MO 65203	573-447-7130	AMBERC@EPLANBIDDING.COM	No bid	
AUTHORIZED ELECTRIC LLC	TOM BRODERICK	1314 HIGHWAY M BARNHART, MO 63012	636-464-0082	AEC1314@GMAIL.COM	\$38,100.00	
GRAYBAR ELECTRIC	KEVIN DRUFFEL	8170 LACKLAND ROAD ST LOUIS, MO 63114	314-573-2354	KEVIN.DRUFFEL@GRAYBAR.COM	No bid	
CONSTRUCT CONNECT	SAMANTHA MCCORY		513-458-8601	Samantha.McCory@constructconnect.com	No Bid	
ASCHINGER ELECTRIC	KENNY ALLGEYER	877 HORAN ROAD FENTON, MO 63026	314-568-1057	KALLGEYER@ASCHINGER.COM	\$105,000.00	

ARTICLE 10

BID FORM PROPOSAL

PROJECT NAME Utility Upgrades

BID TIME 10:00AM

PROJECT LOCATION 2900 Arnold Tenbrook Road, Arnold, MO

BID DATE April 15, 2020

BIDDER NAME _____

TO: City of Arnold ("Owner")

In response to the Invitation for Bids for Project No. 19-7892, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

UTILITY UPGRADES BID: Thirty Five Thousand Seven Hundred Fifty Dollars
(Amount in Words)

Dollars (\$ 35,750⁰⁰.00)

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s).

Addenda

The undersigned Bidder acknowledges the following Addenda, if any:

Addendum No.: _____ dated _____ pages _____

Acknowledgements

Bidder understands that Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

Within five (5) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the Owner the formal Owner-Contractor Agreement included in the Bid Package, and deliver to the Owner the surety bond or bonds as required by the Contract Documents.

The Bid Security attached hereto, in the sum of ONE THOUSAND NINE HUNDRED Dollars (\$ 1900⁰⁰.00) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby.



(Signature)

Jim Eckelkamp

(Print Name)

American Electric & Data Inc.

(Company Name)

112 St Charles St. New Melle Mo. 63365

(Address)

636-398-8811

(Telephone Number)

(Seal - If bid by Corporation)

SUBCONTRACTOR APPROVAL FORM

This report must accompany and be part of the sealed Bid Proposal.

- 1. Name of Bidder: American Electric & Data Inc.
- 2. Address Bidder: 112 St Charles St New Market MO 63365
636-398-8811
City State Zip Phone

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontractor</u>
<u>Frost Electric 2429 Schute Rd Maryland Heights Mo 63043</u>	<u>Material</u>	<u>\$ 19,000⁰⁰</u>
_____	_____	_____
_____	_____	_____

A. Total of Above \$ 19,000⁰⁰

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) \$ 19,000⁰⁰

Jim Eckelkamp
Name-Authorized Officer of Bidder

[Signature]
Signature-Office Bidder

4-9-20
Date

NON-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF Lincoln

Thomas M. Prade
President being first duly sworn, deposes and says that he is
*(sole owner, partner, president, secretary, etc.) of American Electric DATA, INC

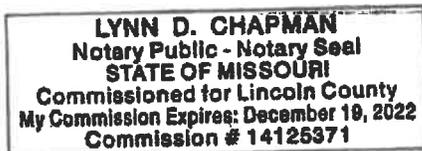
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: Thomas M. Prade
President
Title

Subscribed and sworn to before me this 9th day of April, 20 2020.

Lynn D. Chapman
Notary Public

Notary Seal



INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

"I, _____ certify that I am the _____ of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers."

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's ("signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the _____ day of _____, 2020, by and between the City of Arnold (hereinafter called the "Owner") and _____, a _____ with offices located at _____, (hereinafter called the "Contractor").

The project is identified as Utility Upgrades, located at 2900 Arnold Tenbrook Road, Arnold, Missouri, Project No. 19-7892, (hereinafter called "Project")

The Engineer is Cochran, located at 530A East Independence Drive, Union, Missouri 63084 (hereinafter called the "Engineer").

WITNESSETH:

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), State Wage Determination, Non-Collusion Affidavit, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within 28 consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of \$500.00 for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

ARTICLE IV

The Contract Sum and Payments

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of _____ (\$ _____), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

ARTICLE V

Performance of the Work

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to

reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII**Termination by Owner**

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

ARTICLE IX**Contractor's Liability Insurance**

- A. **INSURANCE:** The Contractor shall obtain and maintain such insurance from an insurance company satisfactory to Owner and authorized to write casualty insurance in the State of Missouri as will protect himself, his subcontractors and the Owner from claims for bodily injury, death or property damage which may arise from any and all operations and under this Contract. Any such insurance policy shall name the Owner and Engineer as an additional named insured. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days written notice to the Owner of an intention to cancel. The amounts of such insurance shall be as indicated below:

(This certificate of insurance shall indicate the City of Arnold as additional insured and contain the appropriate signed endorsements as required by the City.)

(1) Workmen's Compensation and Employer's Liability Insurance:

Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by State where the work is located.

(2) Public Liability, Bodily Injury, and Property Damage:

- | | |
|---|-------------|
| a. Injury or death of one person | \$1,000,000 |
| b. Injury to more than one person
in a single accident | \$2,000,000 |
| c. Property Damage | \$1,000,000 |

(3) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

- | | |
|---|-------------|
| a. Injury or death of one person | \$1,000,000 |
| b. Injury to more than one person
in a single accident | \$2,000,000 |
| c. Property Damage | \$1,000,000 |

(4) If the contractor maintains higher limits than the minimums required above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

(5) If the City determines appropriate a certificate of insurance must be filed with the City providing builders risk insurance for the proposed project.

B. INDEMNITY: The Contractor shall indemnify and save harmless City and its officers and agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

C. No provision of this agreement shall constitute a waiver of the City's right to assert a defense basis on sovereign immunity, official immunity of any other immunity available under law.

ARTICLE X

Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Supplementary or other Conditions of the Contract as follows:

Job Special Provisions

- (d) The Specifications dated: March 2020
- (e) The Drawings identified as follows:
UTILITY UPGRADES
- (f) Performance and Payment Bond
- (g) Construction Schedule
- (h) State Wage Determination
- (i) Non-Collusion Affidavit
- (j) Subcontractor Approval Form
- (k) The Addenda, if any, are as follows:
- (l) Other documents, if any, forming part of the Contract Documents are as follows:
Bid Form Proposal
Project Manual

* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "sole owner, a partner, secretary, etc." should be struck out.

THE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

City of Arnold

By _____

Print Name

(SEAL)

Attest: _____

Print Name

Date: _____

Title

By _____
Contractor

(SEAL)

Attest: _____

Date: _____

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

RESOLUTION NO. 20-13

A RESOLUTION REJECTING ALL BIDS RECEIVED FOR
THE ASPHALT STREET OVERLAY AND REPAIR PROJECT
FOR THE CITY OF ARNOLD.

WHEREAS, on September 7, 2017 the City Council approved Ordinance #1.249 which removed from the City Code a provision that allowed a local preference of 5% when awarding competitive bids; and

WHEREAS, in error, a similar provision was not removed from the City's boilerplate bid and contract specifications; and

WHEREAS, recently the City solicited bids for the 2020 Asphalt Street Overlay and Repair project; and

WHEREAS, the bids were due and formally opened at 10:00 AM on April 15, 2020, and

WHEREAS, the apparent low bidder was Dura Seal Paving with a bid of \$400,306.78; and

WHEREAS, Spencer Contracting, a local company, submitted a bid of \$405,949.02, which is within 5% of the apparent low bid; and

WHEREAS, awarding the bid to Dura Seal Paving would be contrary to the bid and contract specifications, and

WHEREAS, awarding the bid to Spencer Contracting would be contrary to the action taken by the City Council on September 7, 2017;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri, that all bids received and opened on April 15, 2020 for the 2020 Asphalt Street Replacement and Repair Project are hereby rejected.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk, Tammi Casey

Date: _____

BILL NO. 2675

ORDINANCE NO. 1,249

AN ORDINANCE AMENDING THE CITY CODE TO REPEAL SECTION 135.160,
PARAGRAPH A, SUBPARAGRAPH 4 TO ELIMINATE THE LOCAL PREFERENCE
WHEN AWARDING COMPETITIVE BIDS.

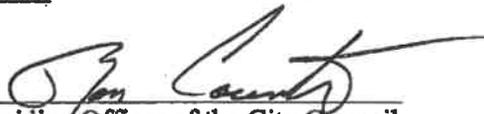
WHEREAS, the City Code currently allows a local preference of 5% when awarding competitive bids;
and

WHEREAS, such a preference is not consistent with objective and prudent fiscal management practices;

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

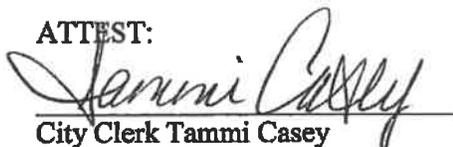
Section 1. Section 135.160, Paragraph A, Subparagraph 4 is hereby repealed.

READ TWO TIMES, PASSED AND APPROVED THIS 7th DAY OF SEPTEMBER 2017.


Presiding Officer of the City Council

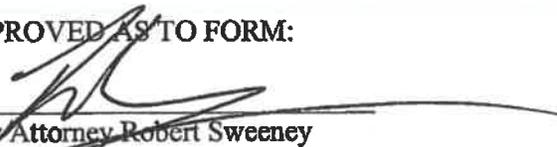

Mayor Ron Counts

ATTEST:


City Clerk Tammi Casey

1st reading: 9/7/17
2nd reading: 9/7/17

APPROVED AS TO FORM:


City Attorney Robert Sweeney



RESOLUTION NO. 20-14

A RESOLUTION AUTHORIZING AN EMERGENCY WAIVER FOR
CURRENT CITY OF ARNOLD LIQUOR LICENES HOLDERS TO
TEMPORARILY SUSPEND THE DEFINITION OF "ORIGINAL PACKAGE"
LIQUOR SALES

WHEREAS, restaurants in the City of Arnold have been impacted by the worldwide spread of COVID-19; and

WHEREAS, the State of Missouri Alcohol and Tobacco Control has issued an Emergency Waiver for current Liquor License Holders to temporarily suspend the portion of their definition of "original package" to the extent necessary to allow retailer-packaged alcoholic beverages under defined conditions; and

WHEREAS, the aforementioned Emergency Waiver will expire at the end of the Governor's Emergency Declaration, which currently is May 15, 2020; and

WHEREAS, the City of Arnold wishes to follow the same rules and regulations as the State of Missouri Alcohol and Tobacco Control;

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

The City of Arnold, through emergency waiver, shall follow the same guidelines as the State of Missouri Alcohol and Tobacco Control and will temporarily allow restaurants in the incorporated city limits of Arnold, who currently possess a valid City of Arnold Liquor License, to sell retailer-packaged alcoholic beverages under the same conditions as set forth by the state of Missouri emergency waiver, which are as follows:

1. The alcohol container must be durable, leak-proof, and sealable, and meet the minimum size requirements as outlined in 11 CSR 70-2.010(5);
2. the patron must have ordered and purchased a meal simultaneously with the liquor purchase;
3. the licensee must provide the patron with a dated receipt for the alcohol beverage(s);
4. and the sealed alcohol container must either be: (a) placed in a one-time-use, tamperproof, transparent bag which must be securely sealed, or (b) the container opening must be sealed with tamperproof tape. This waiver does not allow for the sale mixed drinks in "to-go" plastic or Styrofoam cups with straws or loose covers.

This Emergency Waiver will expire on the same date as the Governor's Emergency Declaration, which currently is May 15, 2020.

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____