

City of Arnold, Missouri

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Council Meeting  
Council Chamber

April 7, 2016  
7:00 p.m.

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**Agenda**

1. Pledge of Allegiance:
2. Opening Prayer: New Hope United Methodist Church – Pastor Steve Majdecki
3. Roll Call
4. Business from the Floor:
5. Consent Agenda
  - A. Minutes from **March 17, 2016.**
  - B. Payroll Warrant **#1234 in the Amount of \$249,924.43**
  - C. Payroll Warrant **#1235 in the Amount of \$262,206.67**
  - D. General Warrant **#5663 in the Amount of \$733,509.79**
6. Ordinances:

**None**
7. Resolutions:
  - A. **Resolution No. 16-17:** A Resolution Authorizing the Mayor to Enter into a Contract with Zimmerman Electric.
  - B. **Resolution No. 16-19:** A Resolution Authorizing the Mayor to Enter into a contract with J. M. Marschuetz Construction Company to Provide Construction Services for the Residential City Wide Concrete Street Replacement Project for the City of Arnold.
  - C. **Resolution No. 16-20:** A Resolution Authorizing the Mayor to Enter into a Change Order with J. M. Marschuetz Construction Company to Provide Construction Services for the Residential City Wide Concrete Street Replacement Project for the City of Arnold.
  - D. **Resolution No. 16-21:** A Resolution Appointing Aaron Bean to the

Veterans Committee to Complete an Unexpired Two-Year Term.

E. **Resolution No. 16-22:** A Resolution Authorizing the Mayor to Enter into a Contract with Contractors and Municipal Sweeping Services for the City of Arnold.

F. **Resolution No. 16-23:** A Resolution Authorizing the Mayor to Enter into a Contract with Gateway Fireworks.

8. Motion

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

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

The Pledge of Allegiance was recited.

Reverend Carlton Norton offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Ron Counts, McArthur, Plunk, Cooley, Fulbright, Freese, Amato, Crisler, Owens, Richison, Casey, Holden, Sweeney, Boone, Blattner, Kroupa and Chief Shockey.

#### **BUSINESS FROM THE FLOOR**

NONE

Mayor Counts recognized Mateo Bluemel from Troop 755 who was in the audience working on his citizenship in the community badge.

#### **CONSENT AGENDA**

- A. MINUTES FROM THE MARCH 3, 2016 MEETING**
- B. PAYROLL WARRANT NO. 1233 IN THE AMOUNT OF \$257,396.92**
- C. GENERAL WARRANT NO. 5662 IN THE AMOUNT OF \$462,973.27**

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

Seconded by Paul Freese. Roll call vote: McArthur, yes; Plunk, yes; Cooley, yes; Fulbright, yes; Freese, yes; Amato, yes; Crisler, yes; Owens, yes; 8 Yeas: **Consent agenda approved.**

#### **ORDINANCES**

NONE

## RESOLUTIONS

### **RESOLUTION NO. 16-16 – A RESOLUTION APPOINTING AND RE— APPOINTING VARIOUS INDIVIDUALS TO SERVE ON DIFFERENT BOARDS WITH DIFFERENT EXPIRING TERMS**

**Butch Cooley made a motion and so moved to approve Resolution No. 16-16.** Seconded by Nancy Crisler. Roll call vote: McArthur, yes; Plunk, yes; Cooley, yes; Fulbright, yes; Freese, yes; Amato, yes; Crisler, yes; Owens, yes; 8 Yeas: **Resolution passed.**

### **RESOLUTION NO. 16-17 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ZIMMERMAN ELECTRIC**

After discussion by council, **Phil Amato made a motion and so moved to table Resolution No. 16-17.** Seconded by Butch Cooley. Roll call vote: McArthur, yes; Plunk, no; Cooley, yes; Fulbright, yes; Freese, yes; Amato, yes; Crisler, yes; Owens, yes; 7 Yeas, 1 Nay: **RESOLUTION TABLED.**

### **RESOLUTION NO. 16-18 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ICS CONSTRUCTION SERVICES**

**Jason Fulbright made a motion and so moved to approve Resolution No. 16-18.** Seconded by Phil Amato. Roll call vote: McArthur, yes; Plunk, yes; Cooley, yes; Fulbright, yes; Freese, yes; Amato, yes; Crisler, yes; Owens, yes; 8 Yeas: **Resolution passed.**

## MOTIONS

### **A. A MOTION TO APPROVE THE DESTRUCTION OF THE ATTACHED LIST OF FILES**

**Brian McArthur made a motion and so moved to approve the destruction of the attached list of files.** Seconded by Paul Freese. Roll call vote: McArthur, yes; Plunk, yes; Cooley, yes; Fulbright, yes; Freese, yes; Amato, yes; Crisler, yes; Owens, yes; 8 Yeas: **Motion carried.**

The list of files to be destroyed are attached hereto and officially made part of this record.

**B. A MOTION TO APPROVE THE FIREWORKS DISPLAY FOR THE ANNUAL BLOCK PARTY TO BE HELD ON MAY 13, 2016 AT ST. JOHN'S LUTHERAN CHURCH 3517 JEFFCO BLVD.**

**Butch Cooley made a motion and so moved to approve the fireworks display for St. John's Lutheran block party.** Seconded by Brian McArthur. Roll call vote: McArthur, yes; Plunk, yes; Cooley, yes; Fulbright, yes; Freese, yes; Amato, yes; Crisler, yes; Owens, yes; 8 Yeas: **Motion carried.**

**REPORTS FROM MAYOR, COUNCIL AND COMMITTEES**

**Mayor Counts** – Due to the fact that this years' election will be held April 5<sup>th</sup> and we will not have the certification results back from the County Clerk before the next council meeting scheduled for April 7<sup>th</sup>, Mayor Counts polled the council to determine if they would like to keep the meeting for that day. Council voted via poll 5-3 in favor of holding the scheduled meeting on April 7<sup>th</sup>.

**Paul Freese – Ward 3** – Informed council that the Liquor Committee met tonight to review the liquor license application received from Miyabi Sushi Bar & Steakhouse. The committee is forwarding a recommendation of approval.

**Paul Freese made a motion and so moved to approve the liquor license application for Miyabi Sushi Bar & Steakhouse.** Seconded by Nancy Crisler. Roll call vote: McArthur, yes; Plunk, yes; Cooley, yes; Fulbright, yes; Freese, yes; Amato, yes; Crisler, yes; Owens, yes; 8 Yeas: **Motion carried.**

**Phil Amato – Ward 3** – Invited Julie Rose from the Veterans Commission to the microphone to provide an update. Ms. Rose stated that the commission voted at their last meeting to take inventory of their trailer. That project will take place soon.

**Jason Fulbright – Ward 1** – Invited Al Rodgers to the microphone to provide an update for the Aging and Disabilities Commission. Mr. Rodgers stated that the recently held All Abilities Expo was a great success. They also discussed their by-laws and the Missouri Inclusive Housing Department Committee at their last meeting.

**Brian McArthur – Ward 2** – Stated that he noticed that slab replacement had begun in Strawberry Ridge and asked Mr. Blattner if everything was proceeding according to plan.

## ADMINISTRATIVE REPORTS

**Chief Shockey** – Informed council that Clinton Wooldridge has been promoted to Sergeant and Matthew Stivers to Corporal.


**Bryan Richison** – Stated that he noticed some of the council had not been using their iPads so he decided to also provide council their packets in tabulated folders at their seats this week as a trial. Mr. Richison asked council to let him know their thoughts on the folders.

**Ed Blattner** – Informed council that Strawberry Ridge is 85% complete. Also, slab replacement work will begin on March 28<sup>th</sup> on Richardson Road.

**Susie Boone** – Informed everyone that the Flamm City boat ramp opened today and the Arnold City Park will open next Thursday, with the exception of the restrooms, fishing and pavilion rentals.

A motion to adjourn the meeting was made by Jason Fulbright. Seconded by Brian McArthur. Voice vote: All yeas.

Meeting adjourned at 7:30 p.m.

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

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 3/17/2016

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO. 16-16	MOTION TO TABLE RESOLUTION NO. 16-17	RESOLUTION NO. 16-18	MOTION TO APPROVE DESTRUCTION OF FILES
<b>COUNCIL MEMBERS:</b>							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	NO	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	PAUL FREESE	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	PHIL AMATO	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	NANCY CRISLER	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		SUSIE BOONE	PRESENT	
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		ED BLATTNER	PRESENT	
COM DEV	MARY HOLDEN	PRESENT	TREASURER:		DAN KROUPA	PRESENT	
CITY ATTORNEY	BOB SWEENEY	PRESENT	POLICE DEPT.		CHIEF SHOCKEY	PRESENT	

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR  
 DATE: 3/17/2016  
 PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: BRIAN MCARTHUR

COUNCIL: GARY PLUNK

COUNCIL: BUTCH COOLEY

COUNCIL: JASON FULBRIGHT

COUNCIL: PAUL FREESE

COUNCIL: PHIL AMATO

COUNCIL: NANCY CRISLER

COUNCIL: DAVID OWENS

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV MARY HOLDEN

CITY ATTORNEY BOB SWEENEY

		MOTION TO APPROVE FIREWORKS FOR ST JOHN'S LUTHERAN CHURCH BLOCK PARTY	MOTION TO APPROVE LIQUOR LICENSE FOR MIYABI SUSHI & STEAKHOUSE				
MAYOR RON COUNTS							
COUNCIL:	BRIAN MCARTHUR	YES	YES				
COUNCIL:	GARY PLUNK	YES	YES				
COUNCIL:	BUTCH COOLEY	YES	YES				
COUNCIL:	JASON FULBRIGHT	YES	YES				
COUNCIL:	PAUL FREESE	YES	YES				
COUNCIL:	PHIL AMATO	YES	YES				
COUNCIL:	NANCY CRISLER	YES	YES				
COUNCIL:	DAVID OWENS	YES	YES				
CITY ADMINISTRATOR	BRYAN RICHISON			PARKS DIR:	SUSIE BOONE		
CITY CLERK	TAMMI CASEY			PUBLIC WORKS:	ED BLATTNER		
COM DEV	MARY HOLDEN			TREASURER:	DAN KROUPA		
CITY ATTORNEY	BOB SWEENEY			POLICE DEPT.	CHIEF SHOCKEY		



The following is a list of records ready for destruction. They will be securely shredded upon Council approval:

FY10 Accounts Payable

2011 Court files

General Fund Investment detail – instruments matured from Nov 2006 through May 2013  
Sewer Fund Investment detail – instruments matured from Dec 2009 through Sept 2013

AFLAC FSA reports – plan years from Jan 2007 through Dec 2010

Escrow Accounts closed in June 2007 & prior

Payroll Registers 2009 Jan – Dec

Payroll Requests 2011 Jan – Dec

Attendance Records 2012 Jan – Dec

Leave Requests 2012 Jan – Dec

2001 – 2004 Kids Club info cards

Aug 2009 – Aug 2010 Aquatic classes registration forms

2009 – 2010 Incident/Accident reports

2010 Completed Contracts

2009 – 2010 Pool Parties

2010 phone messages

2010 memberships

2010 – 2011 class evaluations

2009 phone message-outside pool parties/pavillions



*City of Arnold*  
*Susie Boone, Director of Parks*  
*and Recreation*  
*1695 Missouri State Road*  
*Arnold, MO 63010*

Date: March 7, 2016  
To: Mayor, City Council, City Treasurer and City Adm.  
From: Susie Boone, Director of Parks and Recreation  
Subject: Electrical Repairs

One bid was submitted for the electrical repairs at Arnold City Park and Pomme Creek Golf Course from the flood in December.

Pomme Creek's electrical repair is for the pump house and well in the amount of \$10,670; Arnold City Parks electrical repair cost is \$9,125 for all of the pavilions, parking lot, lake pump, farmer's market and restrooms.

Please contact me if you have any concerns or questions.

March 10, 2016

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RESOLUTION NO: 16-17

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH ZIMMERMAN ELECTRIC

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BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Parks and Recreation Department, is hereby authorized to accept the bid of Zimmerman Electric for electrical repairs at Arnold City Park and Pomme Creek Golf Course.

A copy of said bid 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 PROPOSAL FORM

TO: CITY OF ARNOLD  
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated February 12, 2016 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the **Electrical Systems & Equipment Replacement for the Pomme Creek Golf Course & Arnold City Park** all required by and in strict conformance with the Bid Specifications and addenda No. \_\_\_\_\_ to \_\_\_\_\_ inclusive at the lump sum prices listed herein.

Pomme Creek Golf Course Lump Sum \$ 10,670

Number of work days to complete 5 days

Pomme Creek Contractor Alternate Bid options (if any):  
Include any additions to the stated scope of work below. Use additional paper if needed.

Item #	Description of Work	# days	Bid amount
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Additional Items			\$ _____



Zimmerman Electric  
 8301 Crest Industrial Drive  
 St. Louis, MO 63123

# Estimate

Date	Estimate #
3/1/2016	2745

Name / Address
The City of Arnold

Project

Description	Qty	Total
Arnold City Park		
Farmers Market		
We will replace 5 breakers, 5 gfi's, clean, disinfect and reuse gfi covers		
Material		150.00
Labor		190.00
Parking lot poles		
Replace 6 gfis, 6 duplex receptacles (decora), clean, disinfect and reuse covers		
Material		140.00
Labor		120.00
Pond Pump		
Rewire and replace components in pump control box		
Material		670.00
Labor		380.00
Bandstand		
We will replace panel & subpanel with 1 new 200 amp nema 3r 40 space panel.		
Clean and check meterbase. Install proper breakers, replace 5 gfi's, 5 steel gfi covers, 1 switch and cover and install 1 led wallpack in replacement		
Material		945.00
Labor		760.00
Pavilion		
Replace 200 amp main breaker 32/40 panel and all breakers		
replace 7 gfis' and covers		
remove 240v circuit		
replace lamps in pavilion lights with a lamp led		
Material		850.00
<b>Total</b>		

Customer Signature \_\_\_\_\_

Phone #	Fax #	E-mail
314-351-2221	314-351-2212	danielles@zimmermanelectric.net



Zimmerman Electric  
 8301 Crest Industrial Drive  
 St. Louis, MO 63123

# Estimate

Date	Estimate #
3/1/2016	2745

Name / Address
The City of Arnold

Project

Description	Qty	Total
Labor		1,198.00
Restrooms		
Replace light fixtures with led wallpacks		
change out 2 hand dryers		
Replace 100 amp main breaker panel with new and panels		
replace gfi		
replace timer		
reattach pump controls and rewire		
re attach/rework conduit that it un supported		
replace switches and fix switch box with cut conduit		
Material		2,339.00
Labor		1,298.00
Tennis court		
Replace gfi and cover		
Material		40.00
Labor		45.00
<b>Total</b>		<b>\$9,125.00</b>

Customer Signature \_\_\_\_\_

Phone #	Fax #	E-mail
314-351-2221	314-351-2212	danielles@zimmermanelectric.net

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

**AGENDA ITEM  
7 B**

**NAME OF TOPIC/PROJECT:** A resolution authorizing the Mayor to execute a contract with the JM Marschuetz Construction Company to construct concrete residential street slab replacement improvements for city streets in all four wards in the City of Arnold.

**SUMMARY EXPLANATION:** This resolution authorizes the Mayor to execute a contract with the JM Marschuetz Construction Company to undertake concrete residential street slab replacement improvements for city streets in all four wards in the City of Arnold. Total project budget expenditure is \$500,000.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** The Council must approve contracts.

**What does this action accomplish?** This approval action allows the JM Marschuetz Construction Company to undertake the necessary concrete street slab replacement work on city public streets for the City of Arnold.

**Positive impacts and to whom?** The residents who live along the project streets.

**Negative impacts and to whom?** None

**ADDITIONAL COMMENTS:** The \$500,000 allocated budget will be spent generally equally in all four of the City Ward boundary districts.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** J.M. Marschuetz Construction Company      **Previous city contracts:** Yes

**Transaction amount:** \$382,438.00      **MBE/WBE Participation:** N/A

**Transaction type:** Contract.

**Comments:** The J.M. Marschuetz Construction Company is a qualified and capable contractor able to undertake the street slab replacement work.

**SUMMARY OF SELECTION PROCESS**

**Number of bids:** Three      **Low bid:** \$382,438.00      **High bid:** \$525,271.00

**Comments:** The JM Marschuetz Construction company is a qualified contractor capable of this project undertaking.



**SUMMARY OF BUDGET/COST**

**Budgeted amount:** Approximately \$500,000

**Additional Funding Required:** Target to spend will be the budgeted amount will request an Add Change Order.

April 14, 2016

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RESOLUTION NO: 16-19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH J.M. MARSCHUETZ CONSTRUCTION TO PROVIDE  
CONSTRUCTION SERVICES FOR THE RESIDENTIAL CITY WIDE  
CONCRETE STREET REPLACEMENT PROJECT FOR THE CITY OF  
ARNOLD.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with J. M. Marschuetz Construction to provide construction services for the residential city wide concrete street replacement project for the City of Arnold.

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

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

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

ATTEST:

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

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

April 14, 2016

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ATTACHMENT A  
BID PROPOSAL FORM  
CITY OF ARNOLD, MISSOURI

THE RESIDENTIAL CONCRETE STREET REPLACEMENT PROJECT

TO: CITY OF ARNOLD  
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated 3/15/16, 2015 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 **RESIDENTIAL 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.

UNIT PRICES

- Item No. 1 Breakout, remove, form, and pour designated 8 inch depth street pavement with six (6) sack design concrete mix.\*  
(\$ 47.50 ) X 1 sq. yds. = \$ 47.50
- Item No. 2 Breakout, remove, form, and pour designated 6 inch depth street pavement with six (6) sack design concrete mix at the listed locations.  
(\$ 41.50 ) X 8,320 sq. yds. = \$ 345,280.00
- Item No. 3 Provide all necessary traffic control measures and other miscellaneous work to provide a complete job.  
(\$ 14,000.00 ) Lump Sum = \$ 14,000.00
- Item No. 4 Limestone Granular Fill – 1" clean crushed rock for slab subgrade areas as required.  
(\$ 12.50 ) X 1,600 Tons = \$ 20,000.00
- Item No. 5 Breakout, remove, form, and pour concrete (with appropriate concrete mix) designated 6 inch height vertical curb.\*  
(\$ 10.50 ) X 1 Lin. Ft. = \$ 10.50
- Item No. 6 Breakout, remove, form, and pour curb inlet sumps (with appropriate concrete mix)  
(\$ 50.00 ) X 12 sq. yds. = \$ 600.00

Item No. 7

Undertake all necessary full pavement depth saw cutting (saw cutting as needed) as required

(\$ 2.50 ) X 1,000 lin. ft.\* = \$ 2,500.00

Total (Items 1-7) = \$ 382,438.00

\*These quantities are expected to vary.

## BID ALTERNATE UNIT PRICES

- A. Breakout, remove, form, and pour designated 8 inch depth street pavement with High Early 7.27 sack design concrete mix.  
\$ 50.00 / Square Yard
- B. Breakout, remove, form and pour designated 6 inch depth street pavement with High-Early design concrete mix.  
\$ 45.00 / 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  
\$ 55.00 / 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.  
\$ 60.00 / Square Yard
- E. MSD Class A rock excavation.  
\$ 150.00 / Cubic Yard
- F. MSD Class B rock excavation.  
\$ 150.00 / Cubic Yard
- G. Hand excavation for yard sprinklers and irrigation systems as authorized by the City.  
\$ 100.00 / Lineal Ft
- H. Temporary rock access drive connection where requested by the City.  
\$ 500.00 Each

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 J.M. Marschnetz Construction

SIGNATURE Todd Wall

BUSINESS ADDRESS 15 Truitt Dr. Eureka, MO 63025

TELEPHONE NO 636-938-3600

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

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**Affidavit of Work Authorization**

Comes now Todd Wall (name) as Vice President (office held)

first being duly sworn, on my oath, affirm J.M. Marschuetz (company name)  
Construction

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

**RESIDENTIAL CONCRETE STREET REPLACEMENT PROJECT** for the duration of the

contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that

J.M. Marschuetz (company name) does not and will not knowingly employ a  
Construction

person who is an unauthorized alien in connection with the contracted services related to the

**RESIDENTIAL CONCRETE STREET 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).**

Todd Wall  
Signature

Todd Wall  
Printed Name

Vice President  
Title

3/15/16  
Date

Subscribed and sworn before me the 15 day of March, 2016. I am

commissioned as a notary public within the county of St. Louis.

State of Missouri, and my commission expires on

March 12, 2019.

Vicky Montgomery  
Signature of notary

3-15-16  
Date



VICKY MONTGOMERY  
My Commission Expires  
March 12, 2019  
St. Louis County  
Commission # 15390542

J.M. Marschuetz Construction Co

Project References

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



Todd Wall

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

J.M. Marschuetz Construction  
(NAME, INDICATE IF CORPORATION,  
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

Todd Wall / Vice President  
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST: Betsy Jones

By Todd Wall

Subscribed and sworn to before me this 15<sup>th</sup> day of March, 20 16

Vicky Montgomery  
Notary Public

My commission expires on: \_\_\_\_\_



VICKY MONTGOMERY  
My Commission Expires  
March 12, 2019  
St. Louis County  
Commission # 15390542

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

**AGENDA ITEM**

**7 C**

**NAME OF TOPIC/PROJECT:** A resolution authorizing the Mayor to execute a change order with the J. M. Marschuetz Construction Company to construct concrete residential street slab replacement improvements for city streets in all four wards in the City of Arnold to meet authorized resolution expenditure of \$500,000.

**SUMMARY EXPLANATION:** This resolution authorizes the Mayor to execute a change order with the J.M. Marschuetz Construction Company to undertake concrete residential street slab replacement improvements for city streets in all four wards in the City of Arnold. Total City wide project budget expenditure is \$500,000.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** The Council must approve change order of this dollar amount.

**What does this action accomplish?** This approval of change order allows the J.M. Marschuetz Construction Company to undertake the necessary concrete street slab replacement work on city public streets for the City of Arnold to the full appropriated \$500,000 expenditure.

**Positive impacts and to whom?** The residents who live along the project streets.

**Negative impacts and to whom?** None

**ADDITIONAL COMMENTS:** The \$500,000 allocated budget will be spent generally equally in all four of the City Ward boundary districts to meet at or near as possible the approved funding amount.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** J.M. Marschuetz Construction Company      **Previous City contracts:** Yes

**Transaction amount:** \$117,562.00      **MBE/WBE Participation:** N/A

**Transaction type:** Change Order Increase

**Comments:** The J.M. Marschuetz Construction Company has been awarded the concrete replacement project work.

**SUMMARY OF SELECTION PROCESS**

**Number of Bids:** Three      **Low bid:** N/A      **High bid:** N/A

**Comments:** Change order approval

**SUMMARY OF BUDGET/COST**

**Budgeted Amount:** Approximately \$500,000 for 2016 Budget Year Expenditure.

RESOLUTION NO: 16-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CHANGE ORDER WITH J.M. MARSCHUETZ CONSTRUCTION  
COMPANY TO PROVIDE CONSTRUCTION SERVICES FOR THE  
RESIDENTIAL CITY WIDE CONCRETE STREET REPLACEMENT  
PROJECT FOR THE CITY OF ARNOLD.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a change order with J. M. Marschuetz Construction Company to provide construction services for the residential city wide concrete street replacement project for the City of Arnold.

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

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

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

ATTEST:

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

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

# City of Arnold Contract Change Order

Sheet 1 of 1

J M Marschuetz Construction  
15 Truitt Drive  
Eureka, Missouri 63025

Change Order Number: \_\_\_\_\_

1

County: Jefferson

To: Project # Residential Concrete replacement project  
You are hereby directed to make the following changes from the contract.

**1. Description and Reason for Change**

The City Council approved resolution 16-09 authorizing \$500,000 for residential concrete replacement in divided as equally as possible for each of the four city wards. The JM Marschuetz Construction bid submitted on March 15 was \$117,562 below the authorized expenditure amount. We therefor are requesting the City Council to approve this change order to fully expend the referenced the appropriated funding amount.

**2. Estimate of Cost of Work affected by this Change Order**

Estimate Line #	Contract Item #	Item Description	Units Prev Provided For	Units to be Constructed	Contract or Agreed Price	Amount of Overrun (+)	Amount of Underrun (-)
		Additional concrete street slab replacement locations in all four wards of the City to meet resolution 16-09 appropriations.	11,000 sy	13,500 sy	\$45/sy+	\$117,562.00	
<b>TOTALS</b>						<b>\$117,562.00</b>	

**3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:**

<p>The work covered by this change order shall be performed under the same Terms and Conditions of the Original Contract, unless otherwise stated.</p> <p>Agreed to:</p>	1. Original Contract Amount	\$382,438.00
	2. This Change Order	\$117,562.00
	3. Previous Change Order(s)	\$0.00
	4. Total Change to Date	\$117,562.00
	5. Revised Contract Amount (lines 1-4)	\$500,000.00
	6. Contract Working Days	90
	7. +/- Working Days This Change Order	0
	8. Revised Working Days	90
<b>TOTAL ADJUSTMENT (+/-)</b>		<b>\$117,562.00</b>

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Approval City of Arnold (Mayor) Date

RESOLUTION NO: 16-21

A RESOLUTION APPOINTING AARON BEAN TO THE  
VETERAN COMMITTEE TO COMPLETE A TWO-YEAR TERM

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Arron Bean is hereby appointed to the Veteran Commission to serve the remainder of a two-year term, terminating on August 31, 2017 or until a successor has been appointed and qualified.

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

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

ATTEST:

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

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

April 1, 2016

Z:\CITYDOCS\RESOLUTN\16-21 Aaron Bean Veterans Committee.doc

## Aaron C. Bean

(314) 707-6336 · aaronbean@lifetime.oregonstate.edu  
525 Hannah Way · Arnold, Missouri 63010

### Professional Experience

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11/13 – 01/16    **GoJet Airlines**    St. Louis, Missouri

*U.S. Department of Transportation, Federal Aviation Administration Flight Attendant*

- Ensure passenger safety by providing safety demonstrations in compliance with FAA guidelines
- Communicate with airline passengers in structured manner
- Maintain aircraft cabin safety and assist passengers during emergency situations
- Support aircraft operations by checking safety equipment

7/12 – 10/13    **The Mission Continues**    St. Louis, Missouri

*Fellow/Rides & Events Assistant Manager*

- Organized weekly bicycle rides
- Researched safe routes and marked the route appropriately
- Created ride routes and maps on GIS software
- Maintained effective working relationships with local bicycle store owners/employees
- Advertised bicycle events at local fairs and bicycles stores
- Acted as a ride marshal to assist riders with bike repair and first aid along the course
- Assisted the Support and Gear team along the course by providing assistance to riders...
- Completed The League of American Bicyclists certification for League Cycling Instructor

12/10 – 8/11    **Anderson Hospital**    Maryville, Illinois

*Emergency Department Patient Care Technician*

- Assisted medical staff with emergency medical interventions
- Performed emergency medical care
- Reviewed patient records
- 

11/06 – 6/10    **ATI Wah-Chang**    Albany, Oregon

*Industrial Water and Wastewater Treatment Technician*

- Directed the flow of two million gallons per day of fresh water through six high rate sand filters
- Routinely monitored the water chemistry of four different water treatment systems
- Recorded levels of metals for documentation by the EPA
- Safely conducted the disposal of 20 tons of environmentally hazardous waste daily by following safety guidelines and protocol for wastewater disposal?

2/02 – 8/06    **United States Coast Guard**    Kodiak, Alaska

*Aviation Survival Technician/Basic Aircrew Member /Rescue Swimmer/*





**CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY**

This Report Contains Information Subject to the Privacy Act of 1974, As Amended.

1. NAME (Last, First, Middle) BEAN, AARON CHRISTOPHER		2. DEPARTMENT, COMPONENT AND BRANCH HOMELAND SECURITY - USCG		3. SOCIAL SECURITY NUMBER	
4a. GRADE, RATE OR RANK AST3	b. PAY GRADE E4	5. DATE OF BIRTH (YYYYMMDD)		6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20100226	
7a. PLACE OF ENTRY INTO ACTIVE DUTY DENVER, CO		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) 0393 20 21 ROAD SILVERTORNE, CO 80498			

8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND AIR STATION KODIAK	b. STATION WHERE SEPARATED KODIAK, ALASKA
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9. COMMAND TO WHICH TRANSFERRED COAST GUARD PERSONNEL COMMAND RESERVE	10. SGLI COVERAGE <input type="checkbox"/> NONE AMOUNT: \$Decline
--	--

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) NOT APPLICABLE  X X X  X X X	12. RECORD OF SERVICE			
	a. DATE ENTERED AD THIS PERIOD	2002	04	08
	b. SEPARATION DATE THIS PERIOD	2006	08	08
	c. NET ACTIVE SERVICE THIS PERIOD	04	04	01
	d. TOTAL PRIOR ACTIVE SERVICE	00	00	00
	e. TOTAL PRIOR INACTIVE SERVICE	00	00	00
	f. FOREIGN SERVICE	00	00	00
	g. SEA SERVICE	00	00	00
	h. INITIAL ENTRY TRAINING	00	00	00
	i. EFFECTIVE DATE OF PAY GRADE	2004	03	05

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) CG GOOD CONDUCT MEDAL; CG MERIT UNIT COMMENDATION; CG MERIT TEAM COMMENDATION; CG PISTOL MARKSMAN RIBBON; COMDT'S LETTER OF COMMENDATION; GLOBAL WAR TERROR SERVICE MEDAL; NATIONAL DEFENSE SERVICE MEDAL;	14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) EMT RECERTIFICATION, (5/DAYS) DEC 2005; CR/HRA BASIC HUMAN AWARENESS (1/DAYS) MAY 2005; INCIDENT COMMAND SYSTEM ((1/DAYS) APR 2005; INCIDENT COMMAND SYSTEM I-200, (1/DAYS) APR 2005; ADVANED RESCUE SWIMMER, (5/DAYS) MAR 2005; EMT CERTIFICATION (19/DAYS) APR 2004; (CONTINUED BLOCK 18)
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15a. COMMISSIONED THROUGH SERVICE ACADEMY	YES	X	NO
b. COMMISSIONED THROUGH ROTC SCHOLARSHIP (10 USC Sec. 2107b)	YES	X	NO
c. ENLISTED UNDER LOAN REPAYMENT PROGRAM (10 USC Chap. 109) (If yes, years of commitment: )	YES	X	NO

16. DAYS ACCRUED LEAVE PAID 0.0	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION	YES	NO
		X	

18. REMARKS  
BLOCK 14 CONTINUED: AVIATION SURVIVAL TECHNICIAN, (131/DAYS) MAR 2004; INSTRUCTOR DEVELOPMENT COURSE, (5/DAYS) AUG 2002; CR/HRA BASIC HUMAN AWARENESS (1/DAYS) APR 2002; CR/HRA SEXUAL HARRASSMENT PREV, (1/DAYS) APR 2002;  
HOME OF RECORD AT TIME OF ENTRY ON ACTIVE DUTY: SILVERTHORNE, CO.  
(CONTINUED ON SEPARATE SHEET)

The information contained here in is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.

19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code) 4002 CASTLEMAN AVENUE, UNIT B SAINT LOUIS, MO 63110	b. NEAREST RELATIVE (Name and address - include Zip Code) MS. CHRISTINE BOGOTT, 2144 CANYON VIEW DRIVE GRAND JUNCTION, CO 81503
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20. MEMBER REQUESTS COPY 6 BE SENT TO (Specify state/locality) OR OFFICE OF VETERANS AFFAIRS	X	YES	NO
a. MEMBER REQUESTS COPY 3 BE SENT TO THE CENTRAL OFFICE OF THE DEPARTMENT OF VETERANS AFFAIRS (WASHINGTON, DC)	X	YES	NO

21a. MEMBER SIGNATURE AARON CHRISTOPHER BEAN	b. DATE (YYYYMMDD) 20130602	21b. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title, signature) ROBIN BAKER, BY DIRECTION	b. DATE (YYYYMMDD) 20121114
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SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)			
23. TYPE OF SEPARATION RELEASED FROM ACTIVE DUTY	24. CHARACTER OF SERVICE (Include upgrades) HONORABLE		
25. SEPARATION AUTHORITY COMD 1000 6 12-B	26. SEPARATION CODE KBK	27. REENTRY CODE RE-1	
28. NARRATIVE REASON FOR SEPARATION EXPIRATION OF TERM OF ENLISTMENT			
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) TL: NONE			30. MEMBER REQUESTS COPY 4 (Initials)

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

**AGENDA ITEM**

**7 E**

**NAME OF TOPIC/PROJECT:** A resolution authorizing the Mayor to execute a contract with the Contractors and Municipal Sweeping Service, Inc. to provide street sweeping services for the City of Arnold.

**SUMMARY EXPLANATION:** This resolution authorizes the Mayor to execute a contract with the Contractors and Municipal Sweeping Service, Inc. to provide street sweeping services for the City of Arnold. The service provides street sweeping of all public streets.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** The Council must approve contracts.

**What does this action accomplish?** This approval action allows the Contractors and Municipal Sweeping Service, Inc. to provide city wide street sweeping services to the City of Arnold.

**Positive impacts and to whom?** All the City residents and the motoring public.

**Negative impacts and to whom?** None

**ADDITIONAL COMMENTS:** The service agreement is for three years and sweeping can be undertaken from April through November each year as weather conditions permit.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** Contractors and Municipal Sweep. Service      **Previous city contracts:** Yes

**Transaction amount:** \$630 per day.      **MBE/WBE Participation:** N/A

**Transaction type:** Contract.

**Comments:** The Contractor and Municipal Sweeping Service is a qualified street sweeping contractor capable of this work.

**SUMMARY OF SELECTION PROCESS**

**Number of bids:** Three      **Low bid:** \$630/day      **High bid:** \$740/day

**Comments:** The Contractors and Municipal Sweeping Service, Inc. is a qualified street sweeping contractor capable of this project undertaking.

**SUMMARY OF BUDGET/COST**

**Budgeted Amount:** Approximately \$60,000

**Addl. Funding Required:** None

RESOLUTION NO: 16-22

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH CONTRACTORS AND MUNICIPAL SWEEPING, INC.  
TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF  
ARNOLD.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Contractors and Municipal Sweeping, Inc. to provide street sweeping services 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 PROPOSAL FORM  
CITY OF ARNOLD, MISSOURI  
STREET SWEEPING**

TO: CITY OF ARNOLD  
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated March 22, 2016 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the **STREET SWEEPING SERVICE** all required by and in strict conformance with the Bid Specifications and addenda No. \_\_\_\_\_ to \_\_\_\_\_ inclusive at the lump sum prices listed herein.

Lump Sum bid to provide **STREET SWEEPING SERVICE**:

Cost per day (Includes equipment and operator):

Initial contract year                      \$ 630.00 per day x 270 days\* = \$ 170,100.-

Second year                                    \$ 630.00 per day x 270 days\* = \$ 170,100.-

Third year                                      \$ 630.00 per day x 270 days\* = \$ 170,100.-

\* Actual days of sweeping may vary.

*Estimated days to complete work is 96 per year.      \*630 x 96 = \$60,480.00*

Alternate Bid: The sweeping contractor shall provide a unit price to provide on-call sweeping as may be required by the City which would be above normal street sweeping work.

\$ 80.00 rate per hour

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

N/A

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

<u>City of Chesterfield</u>	<u>(Mike O'Connor)</u>	<u>(636) 537-4000</u>
Name		Phone Number
<u>City of St. Peters</u>	<u>(Kenny Bates)</u>	<u>(636) 485-5535</u>
Name		Phone Number
<u>City of Manchester</u>	<u>(Bob Ruck)</u>	<u>(636) 227-1385 x 131</u>
Name		Phone Number

The Undersigned understands and agrees the payment shall be made on a lump sum cost basis.

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.

The Undersigned understands that items incidental to the project including but not limited to mobilization, testing/certification, cleaning and sweeping, traffic control, and final cleanup are included in the above unit costs as well as any other miscellaneous work as required to provide a complete work product.

Suitable bid security in the amount of Six thousand & forty eight dollars Dollars (\$ 6,048.-) as called for in the Advertisement of Bids accompanies this Bid. This sum is to be forfeited to the City of Arnold if the party, or parties, making this Bid fail to enter into contract XXXXXXXXXX within ten (10) days after the award of the Contract has been made. NS

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

NAME OF BUSINESS Contractors and Municipal Sweeping Service, Inc

(If an individual)

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

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

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

(If Co-partnership)

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

SIGNATURE \_\_\_\_\_

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

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

(If a Corporation)

CORPORATE NAME Contractors and Municipal Sweeping Service, Inc

SIGNATURE Mary K Sanders

BUSINESS ADDRESS 111 Boone Hills Dr St. Peters, Mo 63376

TELEPHONE NO (636) 441-7622

# **CONTRACTORS & MUNICIPAL SWEEPING SERVICE, INC.**

P.O. Box 1621 St. Peters, MO 63376  
Phone: (636) 441-7622 Fax: (636) 447-0176  
[www.contractorsweeping.com](http://www.contractorsweeping.com)

March 22, 2016

City Clerk  
City Hall  
2101 Jeffco Blvd  
Arnold, MO 63010

Re: Street Sweeping Bid

City of Arnold,

Thank you for inviting Contractors and Municipal Sweeping Service Inc. to bid on your 2016, 2017 and 2018 street sweeping.

After review of your bid specifications, we are confident that we can provide the service you are seeking. We have been sweeping streets in the St. Louis metropolitan area for over 30 years and are currently sweeping several municipalities including the City of St. Peters and the City of Chesterfield.

We believe we can sweep the 80 miles of streets in your city in approximately 12 days. Sweeping them one time per month during the months of April thru November, would mean the days for this project would be approximately 96 per year. This adjustment would make a substantial difference in your street sweeping budget.


The performance bond eluded to in this bid under MO Law 107.170 only applies to Construction projects, not maintenance. Therefore our company does not provide performance bonds. But we guarantee all of our work. Our job is never completed until you are fully satisfied.

All of our city sweeping is done with Elgin Eagle Street Sweepers.

Please feel free to check out our website at [www.contractorsweeping.com](http://www.contractorsweeping.com) for more information about our company. You are also welcome to contact the references listed on our bid form. Our company takes great pride in our reputation and the quality of service we are able to provide.

We hope we have the opportunity to work with the City of Arnold again.

Sincerely,

  
Nancy K. Sanders  
President



*City of Arnold*  
*Susie Boone, Director of Parks*  
*and Recreation*  
*1695 Missouri State Road*  
*Arnold, MO 63010*

Date: March 26, 2016  
To: Mayor, Council and City Adm.  
Subject: Firework displays

This is the second year of an awarded bid to Gateway Fireworks to provide 3 shows for the City of Arnold.

Attached is the contract from Gateway Fireworks for the 2016 shows. There will be one show on July 4<sup>th</sup>, one show on September 16<sup>th</sup> and one show on September 17<sup>th</sup>.

Anheuser-Busch is donating \$50,000 and the Tourism Commission is donating \$25,000 for the shows.

If you have any questions, feel free to contact me.



RESOLUTION NO: 16-23

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH GATEWAY FIREWORKS

---

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 Gateway Fireworks to provide the fireworks displays in 2016.

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: \_\_\_\_\_

# CONTRACT

## GATEWAY PYROTECHNIC PRODUCTIONS, L.L.C.

This agreement, entered into this 8<sup>th</sup> day of March 2016 and between *Gateway Pyrotechnic Productions, L.L.C.*, hereinafter referred to as *Gateway Fireworks*, and *City of Arnold Parks & Recreation* hereinafter referred to as PURCHASER.

WHEREAS, PURCHASER wishes to host a fireworks display; and

WHEREAS, *Gateway Fireworks* is uniquely qualified to manage and exhibit a fireworks display; and

WHEREAS, PURCHASER wishes to engage *Gateway Fireworks* professional services, and *Gateway Fireworks* wishes to provide PURCHASER said services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. *Gateway Fireworks* agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, (2) fireworks display(s) per PROGRAM #16-058, 16-059 & #16-060, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for any necessary state and the local authority having jurisdiction of, and along with sufficient crew to safely discharge the display. Said display is scheduled to be performed on the (#16-058) 4<sup>th</sup> day of July 2016, at 9 pm & (#16-059) 16<sup>th</sup> day of September, 2016 at 9 pm & (#16-060) 17<sup>th</sup> day of September, 2016 at 9 pm. The parties agree that unless a different mutually satisfactory date can be agreed upon, the official postponement date and time for PURCHASER'S display is: TBD Upon completion of the Display, *Gateway Fireworks* agrees to clear the Display Area of any live fireworks debris originating from the program.
2. PURCHASER, at it's own expense, agrees to provide to *Gateway Fireworks*:
  - A. A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and a fallout zone acceptable to *Gateway Fireworks* in its sole discretion. Said DISPLAY SITE shall serve as a restricted area the fireworks and fireworks debris may be exhibited; rise and fall safely.
  - B. Policing, guard protection, roping, fencing, and/or other crowd control measures in such force that is determined to be acceptable by *Gateway Fireworks* to prevent the unauthorized access of the public, or it's property onto the DISPLAY SITE.
  - C. The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations.
  - D. For a period of (1) days proceeding and (1) days following the date of the DISPLAY unlimited access by *Gateway Fireworks*, at all times to the DISPLAY SITE to set-up and remove the DISPLAY and all required equipment.
  - E. BMI/ASCAP and/or any other musical rights issues and related fees are the sole responsibility of the PURCHASER.
3. If PURCHASER fails to fully comply with all requirements of A, B, C, D, and/or E set forth above, *Gateway Fireworks* shall have no obligation to perform and the PURCHASER agrees to pay *Gateway Fireworks* liquidated damages in an amount equal to that outlined in Section 7. The time of the breach shall be the date upon which *Gateway Fireworks* reasonably concludes, after providing PURCHASER written notice of PURCHASER'S failure to comply with its obligations under Section 2, that PURCHASER has failed to comply with its obligations under Section 2. In addition to the aforementioned liquidated damages, PURCHASER agrees to reimburse *Gateway Fireworks* any additional expenses incurred because of PURCHASER'S failure.

4. If in it's sole discretion, PURCHASER designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall;
  - A. Ensure that the Spectator Area does not infringe on the DISPLAY SITE;
  - B. Have the sole responsibility for any and all activities that occur in the spectator and parking areas. It is expressly agreed that *Gateway Fireworks*, (including it's operators and crew) shall have no duty to inspect, police, monitor or otherwise supervise any area of the site other than the DISPLAY SITE.
5. PURCHASER shall pay to *Gateway Fireworks* **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)** A deposit of **50% \$37,500.00** must be paid **UPON ACCEPTANCE OF CONTRACT AND NLT APRIL 15<sup>TH</sup> 2016.** Full and complete payment is due at Noon on the display date. All payments shall be made by Draft or Certified check payable to *Gateway Fireworks Displays*, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of *Gateway Fireworks* without express written authority. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after (10) ten days from the date of the display. PURCHASER, by signing this agreement, authorizes *Gateway Fireworks* to receive and verify financial information concerning PURCHASER from any person or entity.
6. PURCHASER agrees to assume the risk of weather, or causes beyond the control of *Gateway Fireworks* which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which the PURCHASER has purchased the display, or which may effect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within *Gateway Fireworks* sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If for any reason beyond *Gateway Fireworks* control, including, without limitation, inclement weather, *Gateway Fireworks* is unable to safely discharge the display on the scheduled date or should any event for which PURCHASER has purchased the display be canceled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date, PURCHASER further agrees to pay *Gateway Fireworks* for any reasonable additional expenses made necessary by this postponement. If they are unable to agree on a new display date *Gateway Fireworks* shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the display on the date set for the display, as provided in the following paragraph.
7. PURCHASER shall have option of unilaterally canceling this display prior to the date of the display. If PURCHASER exercises this option, PURCHASER agrees to pay *Gateway Fireworks*, as liquidated damages, the following percentages of the agreed contract price:
  - A. 25% if cancellation occurs twenty one (21) days or more before the date scheduled for the display,
  - B. 50% if cancellation occurs within twenty (20) days of the actual date set for the display,
  - C. 75% if the cancellation occurs on the date set for the display but prior to the time physical set-up of the display actually begins,
  - D. 100% thereafter.
  - E. If cancellation occurs prior to the date of the display PURCHASER agrees to pay *Gateway Fireworks* in addition to the above percentages, the reasonable value associated with any specific custom work performed by *Gateway Fireworks* or it's agents including but not limited to music, narration tape, production and/or sponsor logo.
8. In the event the PURCHASER cancels the display, it will be impractical or extremely difficult to fix the actual amount of damages. The foregoing represents a present attempt to reasonably forecast the damages *Gateway Fireworks* will suffer if PURCHASER cancels the display. The parties agree that a material inducement for *Gateway Fireworks* to enter into this Agreement. If a court of competent jurisdiction shall declare this provision unenforceable for any reason, *Gateway Fireworks* shall have available all legal and equitable remedies.

9. *Gateway Fireworks* reserves the ownership rights and trade names used in or a product of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of *Gateway Fireworks* is prohibited.
10. *Gateway Fireworks* agrees to furnish insurance coverage in connection with the display only for the following risk and amounts: bodily injury and property damage, including products liability TEN MILLION DOLLARS (\$10,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of *Gateway Fireworks* in performing the Display provided for in this Agreement. Such insurance afforded by *Gateway Fireworks* shall not include claims made against PURCHASER for bodily injury or property damage arising from the following:
  - A. Failure of PURCHASER, including through or by its employees, agents, or independent contractors, to perform its legal obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement:
  - B. Failure of the PURCHASER to provide discretionary spectator and parking areas referred to in paragraph 3 of this Agreement, PURCHASER shall indemnify and hold *Gateway Fireworks* harmless from all claims and suits made against *Gateway Fireworks* for bodily injury or property damage arising from A) and B) of the paragraph.
11. If any legal action is brought to enforce or interpret the terms or provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and cost in addition to any other relief to which they may be entitled. This agreement shall be interpreted under the laws of the State of Missouri. It is further agreed that if the courts of the State of Missouri shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of the display provided for herein.
12. In the event *Gateway Fireworks* breaches this agreement, or is otherwise negligent in performing the fireworks display provided herein, PURCHASER shall under no circumstances be entitled to recover monetary damages from *Gateway Fireworks* beyond the amount PURCHASER agreed to pay *Gateway Fireworks* under this agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from *Gateway Fireworks* including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance afforded in paragraph 10 above.
13. It is agreed, nothing in this Agreement or in *Gateway Fireworks* performance of the display provided herein, shall be construed as forming a partnership or joint venture between PURCHASER and *Gateway Fireworks*. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written agreement only.

Any notice to the parties required under this agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: *Gateway Pyrotechnic Productions, LLC*, PO Box 39327, St. Louis, MO 63139-8327. PURCHASER's address shall be as follows: City of Arnold 1695 Missouri State Road, Arnold MO, 63010.

14. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by *Gateway Fireworks* at their corporate office in Saint Louis, Missouri. This agreement may be executed in several counter parts, binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 5% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance of the display and this Agreement.

IN WITNESS WHEREOF, the parties have executed on this date.

**FOR PURCHASER (Please Print name):** \_\_\_\_\_;

**X** \_\_\_\_\_ **Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_.

**FOR GATEWAY PYROTECHNIC PRODUCTIONS, LLC.**

**X** \_\_\_\_\_ **Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_.