

City of Arnold, Missouri

Public Hearing
Council Chamber

August 18, 2016
7:00 p.m.

A. Flood Plain Amendment

City Council

Immediately Following the Public Hearing

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: St. John's Lutheran Church – Pastor Jeremy Schultz
3. Roll Call
4. Business from the Floor:
5. Consent Agenda
 - A. Minutes from **August 4, 2016.**
 - B. Payroll Warrant **#1244 in the Amount of \$289,115.12**
 - C. General Warrant **#5672 in the Amount of \$1,617,074.78**
6. Ordinances:
 - A. **Bill No. 2642:** An Ordinance of the City of Arnold, Missouri, Reaffirming the Gross Receipts Tax to be Imposed upon Water or Sewer Corporations Conducting Business within the City and Matters Related Thereto.
 - B. **Bill No. 2643:** An Ordinance Providing for the Adoption of the Fiscal Year 2017 Budget and Amending the Fiscal Year 2016 Budget for Estimated Year-End Results.
 - C. **Bill No. 2644:** An Ordinance Amending Chapter 420 Flood Plain Management, Section 420.040.B. 1. A. Specific Standards.
 - D. **Bill No. 2645:** An Ordinance Amending Section 410.650 of the Code Of Ordinances to Establish Minimum Standards for the Acceptance of Private Streets for Public Maintenance.

7. Resolutions:

- A. **Resolution No. 16-46:** A Resolution Authorizing the Mayor to Enter into a Task Order with Intuition & Logic to Provide Continuing Engineering Design Services for the MS4 (Municipal Separate Sewer Systems) Storm Water Services for the City of Arnold.
- B. **Resolution No. 16-47:** A Resolution Authorizing the Mayor to Extend a Contract by 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.
- C. **Resolution No. 16-48:** A Resolution Amending the Comprehensive Transportation Plan for the City of Arnold.
- D. **Resolution No. 16-49:** A Resolution Creating a Lifetime Membership to The Arnold Recreation Center of Arnold, MO.
- E. **Resolution No. 16-50:** A Resolution Declaring the First Friday of Every Month as First Responder Friday.
- F. **Resolution No. 16-51:** A Resolution Authorizing the Mayor to Enter into a Contract with Midwest Pool Management.

8. Motion

- A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Personnel Pursuant to RSMo Section 610.021 (3).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

**Next Regular City Council Meeting September 1, 2016 p.m.
Next Work Session September 8, 2016 at 7:00 p.m.**

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

The Pledge of Allegiance was recited.

Councilman Jason Fulbright offered the opening prayer.

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

BUSINESS FROM THE FLOOR

Jeanette Yount presented Chief Shockey with a plaque from MIRMA signifying 100% participation in the police online training program. This is the third year that the Arnold Police Department has received this award.

CONSENT AGENDA

- A. MINUTES FROM THE JULY 21, 2016 MEETING**
- B. PAYROLL WARRANT NO. 1243 IN THE AMOUNT OF \$271,196.55**
- C. GENERAL WARRANT NO. 5671 IN THE AMOUNT OF \$346,870.24**

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

Seconded by Gary Plunk. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 yeas: **Consent agenda approved.**

ORDINANCES

BILL NO. 2641 – AN ORDINANCE AMENDING CHAPTER 120, ARTICLE III, OF THE CODE OF ORDINANCES RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 16-41 – A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE MODOT/STATE COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF ASPHALT BITUMINOUS MATERIAL FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR ASPHALT/CONCRETE STREET REPAIR FOR THE CITY OF ARNOLD

EJ Fleischmann made a motion and so moved to approve Resolution No. 16-41.

Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 yeas:
Resolution passed.

RESOLUTION NO. 16-42 – A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE MODOT/STATE COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF ROCK MATERIALS FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR ASPHALT CONCRETE STREET REPAIRS FOR THE CITY OF ARNOLD

Jason Fulbright made a motion and so moved to approve Resolution No. 16-42.

Seconded by Brian McArthur. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 Yeas:
Resolution passed.

RESOLUTION NO. 16-43 – A RESOLUTION AUTHORIZING THE MAYOR TO ALLOW THE USE OF THE JEFFERSON COUNTY COOPERATIVE PURCHASE PROGRAM FOR THE PURCHASE OF CONCRETE READY MIX FOR USE BY THE CITY'S PUBLIC WORKS DEPARTMENT FOR CONCRETE STREET AND SIDEWALK REPAIRS FOR THE CITY OF ARNOLD

Jason Fulbright made a motion and so moved to approve Resolution No. 16-43.

Seconded by David Owens. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 Yeas:
Resolution passed.

RESOLUTION NO. 16-44 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW CONTRACT WITH HURSTE-ROSCHE ENGINEERS, INC TO PROVIDE ENGINEERING DESIGN, SURVEYING AND RESIDENTIAL HOME STRUCTURE APPRAISAL SERVICE FOR THE MELODY LANE ROAD STORM SEWER AND STREET IMPROVEMENT PROJECTS FOR THE CITY OF ARNOLD

Butch Cooley made a motion and so moved to approve Resolution No. 16-44.

Seconded by Gary Plunk. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 16-45 – A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT WITH ROCK COMMUNITY FIRE PROTECTION DISTRICT

Gary Plunk made a motion and so moved to approve Resolution No. 16-45.

Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 Yeas:
Resolution passed.

MOTIONS

A. 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)

Gary Plunk made a motion and so moved to hold a closed session immediately following the City Council meeting. Seconded by Jason Fulbright. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 yeas: **Motion carried.**

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Gary Plunk – Ward 4 – Encouraged everyone to attend the Purple Heart City ceremony on Sunday at 2:00 p.m. It will be held at the VFW.

Butch Cooley – Ward 4 – Thanked Phil Amato for his work with the Taste of Arnold event. Mr. Cooley informed council that the Liquor Committee held a meeting tonight and asked Tammi Casey to provide an update. Mrs. Casey stated that Si Senor Mexican Bar and Grill has applied for a liquor license. The committee is forwarding by unanimous vote, a recommendation of approval.

Butch Cooley made a motion and so moved to approve the liquor license application for Si Senor Mexican Bar and Grill. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 yeas: **Motion carried.**

Dan Kroupa – Spoke regarding the Ridgewood School intersection improvement project that will be coming in 2017. He is pleased that MoDot has moved the start date up to 2017 and thanked Ken Waller for his work in making that happen.

Phil Amato – Ward 3 – Thanked Kim Robertson from the Leader for the article in this week's edition regarding Taste of Arnold. Mr. Amato stated the Tourism Committee met this week and approved sponsorship for the Fox High School Marching Band Festival. They also approved \$3,000 to be used for the Chamber of Commerce Root Beer Foam Run.

ADMINISTRATIVE REPORTS

Chief Shockey – Informed council that the canine that was donated to the Police Department is not working out. She will need to be replaced and is asking for approval from council to use \$7,500 in drug forfeiture money to purchase a new canine.

Butch Cooley made a motion and so moved to use \$7,500 in drug forfeiture money to purchase a new canine. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; Fleischmann, yes; Owens, yes; McArthur, yes; Amato, yes; Plunk, yes; Sullivan, yes; Cooley, yes; 8 Yeas: **Motion approved.**

Bryan Richison – Thanked everyone for their support in the passing of Proposition V.

Butch Cooley left the council chambers at 7:39 and returned at 7:45.

Mary Holden – Informed council that Community Development has received an application for Raising Canes Restaurant.

Ed Blattner – Stated that J.M. Marschuetz has offered to extend the current contract with the City for the residential concrete street replacement project. This would hold the unit prices for the contract until 8/31/2017. Mr. Blattner will bring this to council at the next meeting in the form of a change order for their approval.

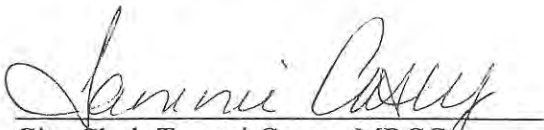
Mayor Counts announced a ten minute recess before going into closed session.

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Closed session ended at 8:00 p.m.

A motion to adjourn the meeting was made by Butch Cooley. Seconded by Vern Sullivan.

Meeting adjourned at 8:00 p.m.


City Clerk Tammi Casey, MRCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 8/4/2016

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO. 2641	RESOLUTION NO. 16-41	RESOLUTION NO. 16-42	RESOLUTION NO. 16-43
COUNCIL MEMBERS:							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	PHIL AMATO	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	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: 8/4/2016

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: EJ FLEISCHMANN

COUNCIL: DAVID OWENS

COUNCIL: BRIAN MCARTHUR

COUNCIL: PHIL AMATO

COUNCIL: GARY PLUNK

COUNCIL: VERN SULLIVAN

COUNCIL: BUTCH COOLEY

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV MARY HOLDEN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO. 16-44	RESOLUTION NO. 16-45	MOTION TO HOLD CLOSED SESSION	MOTION TO APPROVE SI SENOR LIQUOR LICENSE	MOTION TO USE DRUG FORFEITURE MONEY TO PURCHASE CANINE
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES

PARKS DIR: SUSIE BOONE

PUBLIC WORKS: ED BLATTNER

TREASURER: DAN KROUPA

POLICE DEPT. CHIEF SHOCKEY

Mayor Ron Counts called the meeting to order at 7:00 p.m. Those in attendance as noted by City Clerk Tammi Casey; Mayor Counts, Owens, Amato, Plunk, Fleischmann (excused), Cooley, Fulbright (arrived at 7:12) McArthur, Sullivan, Richison, Casey, Holden, Sweeney, Boone, Blattner, Kroupa and Chief Shockey.

GARDEN MASTER PLAN

Todd Teuscher, Joe McKee, Chas Rymer and Robert Townsley spoke to the council regarding the idea of starting a community garden club. Mr. McKee stated they would like their first project to be City Hall. They would start small and plant around the fountain area. They believe \$500 would be enough to get that project done and the goal would be to have three to four flowering plants during each season. The club would survey the community to gather information regarding public interest in joining the club. They would also contact schools and other organizations to assess the interest level in forming a partnership, allowing this to be a possible service learning project for the children. This would be a private organization, not one that is governed by the City. If there is a big interest by the public in joining the club, they would form a master plan to move forward with other projects at City Hall and through the City.

Questions and comments followed by council. Council stated they are in favor of the idea.

BUDGET REVIEW

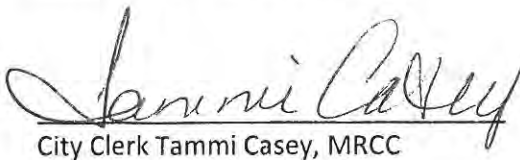
Bryan Richison gave the council an overview of the proposed 2016-2017 budget. He reminded council that we extended the health insurance contract last year and the contract now comes due for renewal in January. MIRMA has started a health insurance pool and will present their quote, along with other commercial companies brought to us by our broker, in October or November.

Mr. Richison went through each line item of the proposed budget for council, along with the "wish list" items he is recommending for approval.

Butch Cooley made a motion to adjourn the meeting. Seconded by Gary Plunk.

Voice vote: All yeas.

Meeting adjourned at 8:37 p.m.


City Clerk Tammi Casey, MRCC

Mayor Ron Counts called the special meeting to order at 8:37 p.m.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Ron Counts, Owens, Amato, Plunk, Fleischmann (excused), Cooley, Fulbright, McArthur, Sullivan (present but out of the room), Richison, Casey, Sweeney, Kroupa and Chief Shockey.

MOTION

- A. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE SPECIAL MEETING FOR THE PURPOSE OF DISCUSSING COLLECTIVE BARGAINING PURSUANT TO RSMo SECTION 610.021 (9)**

Butch Cooley made a motion and so moved to hold a closed session immediately following the special meeting. Seconded by Jason Fulbright. Roll call vote: Owens, yes; Amato, yes; Plunk, yes; Fleischmann (excused); Cooley, yes; Fulbright, yes; McArthur, yes; Sullivan (out of room); 6 Yeas: **Motion carried.**

Vern Sullivan returned to the council chambers at 8:39 p.m.

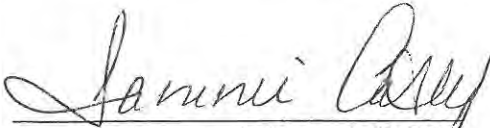
Mayor Counts announced a ten minute recess before going into closed session.

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Closed session ended at 8:57 p.m.

A motion to adjourn the meeting was made by Butch Cooley. Seconded by Vern Sullivan.

Meeting adjourned at 8:57 p.m.


City Clerk Tammi Casey, MRCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: SPECIAL MEETING

DATE: 8/11/2016

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	MOTION TO HOLD CLOSED SESSION				
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	DAVID OWENS	PRESENT	YES				
COUNCIL:	PHIL AMATO	PRESENT	YES				
COUNCIL:	GARY PLUNK	PRESENT	YES				
COUNCIL:	EJ FLEISCHMANN	EXCUSED	EXCUSED				
COUNCIL:	BUTCH COOLEY	PRESENT	YES				
COUNCIL:	JASON FULBRIGHT	PRESENT	YES				
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES				
COUNCIL:	VERN SULLIVAN	OUT OF ROOM	OUT OF ROOM				
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT		PARKS DIR:	SUSIE BOONE		-
CITY CLERK	TAMMI CASEY	PRESENT		PUBLIC WORKS:	ED BLATTNER		-
COM DEV	MARY HOLDEN	-		TREASURER:	DAN KROUPA		PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT		POLICE DEPT. CHIEF	SHOCKEY		PRESENT

AN ORDINANCE OF THE CITY OF ARNOLD, MISSOURI, REAFFIRMING THE GROSS RECEIPTS TAX TO BE IMPOSED UPON WATER OR SEWER CORPORATIONS CONDUCTING BUSINESS WITHIN THE CITY AND MATTERS RELATED THERETO

WHEREAS, the Missouri Public Service Commission (PSC) has granted a tariff increase of more than 7 percent to Missouri-American Water (“Missouri-American”); and

WHEREAS, tariff increases in excess of 7% percent trigger certain requirements under Mo.Rev.Stat. Section 393.275.1 to either roll back the rate of gross receipts taxes imposed by cities on Ameren Missouri or to pass an ordinance maintaining the existing rates despite the increase in the gross receipts to Ameren Missouri as a result of the tariff increase; and

WHEREAS, Section 393.275.1 requires cities to roll back the rate of the gross receipts tax within 60 days of the effective date of the tariff increase unless such cities pass an ordinance to maintain the existing rate; and

WHEREAS, the PSC has established the effective date of the tariff increase granted to Ameren Missouri as July 29, 2016, and 60 days from that date is September 29, 2016; and

WHEREAS, the City desires to maintain the existing rate and prevent automatic adjustments;

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

Section 1. Pursuant to Section 393.275, RSMo., and any and all other applicable authority, the City shall maintain the tax rate of its business license taxes on the gross receipts of water and/or sewer utilities without reduction notwithstanding any periodic fluctuations in the tariffs of such utility corporations or any notice thereof including, but not limited to, notice sent under Section 393.275, RSMo.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall become effective immediately upon passage and approval.

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

SIGNATURES ON FOLLOWING PAGE

Mayor Ron Counts

ATTEST:

Tammi Casey, City Clerk

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

CITY OF ARNOLD, CITY COUNCIL, AUGUST 18, MEETING

TO: THE MAYOR AND CITY COUNCIL
FROM: MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FLOOD PLAIN –AMENDMENT
DATE: AUGUST 10, 2016
CC:

In the aftermath of the flooding and meeting with people whose homes were damaged beyond 50% of the value, we realize the code provision to elevate 3 feet above the 100 year flood plain elevation when repairing damage to existing homes is difficult at best. When building new, the requirement is attainable. As comparison, FEMA's requirement is to be at the 100 year floodplain elevation or above. It is our code that specifies 3 feet above.

To that end, we are recommending a change to our Floodplain code as shown below:

Existing Code

Section 420.040 Provisions for Flood Hazard Reduction.

B. *Specific Standards.*

1. In all areas identified as numbered and unnumbered A Zones and AE Zones, where base flood elevation data have been provided, as set forth in Section 420.040(A)(2) following provisions are required:

a. Residential construction. New construction or substantial-improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to three (3) feet above base flood elevation.

Proposed

Section 420.040, B. 1. a. is hereby amended below and with the addition of a new requirement as shown in a.1.:

a. Residential construction. New construction of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to three (3) feet above base flood elevation.

a.1. Residential remodel/repair. Substantial-improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to the base flood elevation or above.

AN ORDINANCE AMENDING CHAPTER 420 FLOODPLAIN MANAGEMENT, SECTION 420.040.B. 1. a. SPECIFIC STANDARDS

WHEREAS, the proper public hearing has been held, pursuant to City Ordinance and the laws of the State of Missouri, and

WHEREAS, the Council finds that these Floodplain Management amendments will not be detrimental and is necessary for compliance with the laws of the State; and this change is in the best interest of the City of Arnold

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

Chapter 420, Section 420.040. B. 1. a. Specific Standards is hereby amended by the below:

Section 1.

a. Residential construction. New construction of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to three (3) feet above base flood elevation.

a.1. Residential remodel/repair. Substantial-improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to the base flood elevation or above.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the City Council and its approval by the Mayor.

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF August 2016.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

August 10, 2016

AN ORDINANCE AMENDING SECTION 410.650 OF THE CODE OF ORDINANCES TO ESTABLISH MINIMUM STANDARDS FOR THE ACCEPTANCE OF PRIVATE STREETS FOR PUBLIC MAINTENANCE.

WHEREAS, the residents living on a private street may request the City of Arnold accept it for public maintenance; and

WHEREAS, terrain, available right-of-way, cost and other factors can make it impossible for the condition of a private street to meet the City's standard for new subdivision streets; and

WHEREAS, an alternate standard is necessary to establish a minimum condition a private street must meet to be accepted for public maintenance:

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

Section 1. Sections 410.650 is hereby amended to add the following:

B. Minimum Standards for Accepting Existing Private Streets

Before an existing private street can be accepted for public maintenance it must meet the following minimum requirements.

1. In areas identified by the Public Works Director existing street pavement will be excavated and replaced with a new rock and asphalt base mix pavement or concrete pavement as appropriate.
2. If the Public Works Director determines that the street surface is not in an acceptable condition, a new ultra-thin asphalt wearing surface or Type "C" asphalt overlay will be required.
3. Appropriate street signage will be installed.
4. One side of the street will be designated "No Parking" if required by existing standards.
5. A minimum pavement width of 20 feet will be in place or constructed with adequate easements or new right-of-way granted to allow for City maintenance.
6. Streets with no ending cul-de-sac will provide for a street ending T section.
7. Any existing storm water system will be repaired or replaced to a condition that allows it to operate normally as determined by the Public Works Director.

8. Any existing sidewalks will be repaired to a condition that allows public use without hazard as determined by the Public Works Director in conformance to the standard specifications.
9. The installation of new storm water systems will not be required unless the Public Works Director determines that the proposed street improvements will increase existing storm water drainage concerns, in which case appropriate storm water control measures will be installed.
10. The installation of new sidewalks will not be required unless it is necessary to complete an existing partially finished sidewalk system.

READ TWO TIMES, PASSED AND APPROVED THIS ____ DAY OF _____, 2016.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____
2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM

7 A

NAME OF TOPIC/PROJECT: A resolution authorizing the Mayor to issue a Task Order to Intuition & Logic (under an existing City contract) to provide engineering design services for the MS4 (Municipal Separate Sewer System) annual storm water report to MDNR for the 2017 budget year.

SUMMARY EXPLANATION: The City is required by MDNR to submit an annual storm water report to them indicating our compliance with our MDNR issued storm water operating permit. The firm of Intuition & Logic will assist the City in preparing the fall 2016 annual report, the new two year report cycle, and to continue to assist us in storm water permit requirement compliance.

RECOMMENDED ACTION: APPROVAL

Why is this action necessary? The Council must approve this task order expenditure due to the scope of work cost.

What does this action accomplish? This resolution approval will allow the City to proceed with proposed annual report/ compliance assistance provided by Intuition & Logic.

Positive impacts and to whom? The entire City and its residents will benefit.

Negative impacts and to whom? None

ADDITIONAL COMMENTS: Intuition and Logic has provided the City with excellent professional service in respect to meeting the requirements of our state storm water permit.

SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name: Intuition & Logic

Previous City Contracts: Yes

Transaction amount: not to exceed \$51,433.75

Transaction type: Contract Task Order

Comments: Storm Water Task Order Assignment to Intuition & Logic, all professional service fees.

RESOLUTION NO: 16-46

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A TASK ORDER WITH INTUITION & LOGIC TO PROVIDE CONTINUING ENGINEERING DESIGN SERVICES FOR THE MS4 (MUNICIPAL SEPARATE SEWER SYSTEMS) STORM WATER SERVICES 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 Task Order with Intuition & Logic to provide Engineering Design Services for the MS4 Services Project for the City of Arnold during the 2017 budget year.

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: _____

**GENERAL SERVICE AGREEMENT
BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC
FOR PROFESSIONAL SERVICES FOR STORMWATER PROJECTS**

This General Service AGREEMENT (AGREEMENT) is entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L), for the following reasons:

1. CITY requires services for CITY Stormwater Projects; and,
2. I&L is prepared to provide the Services.

In consideration of the promises contained in this AGREEMENT, CITY and I&L agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be this 25 day of April, 2012.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Missouri.

ARTICLE 3 - TASK ORDERS

The CITY shall identify potential projects under this AGREEMENT by issuing Task Order requests for each project. Task Order requests may be issued to I&L by the CITY either orally or in writing.

I&L shall provide scope of services, schedule and fee estimate to the CITY for each Task Order request. The CITY shall review task orders and negotiate with I&L.

Task Orders shall be approved by mutual written approval by both the CITY and I&L.

ARTICLE 4 - SCOPE OF SERVICES

I&L shall provide a written Scope of Services to the CITY for each project task order at the request of the CITY.

ARTICLE 5 - SCHEDULE

I&L shall provide a written Schedule to the CITY for each project task order at the request of the CITY.

ARTICLE 6 - COMPENSATION

I&L shall provide a written Fee Estimate to the CITY for each project task order at the request of the CITY.

The CITY shall pay I&L in accordance with the approved Task Order(s).

I&L shall submit periodic statements for Services rendered. If CITY objects to any statement submitted by I&L, CITY shall so advise I&L in writing giving reasons therefor within fourteen days (14) of receipt of such statement. If no such objection is made, the statement will be considered acceptable to CITY. At a minimum, all invoices shall include the following specific information: a unique invoice number; an itemized statement of the work performed; and a statement of amounts previously billed, amount of the current invoice, and total amount billed to date.

CITY shall pay I&L within thirty (30) days of receipt of invoice.

ARTICLE 7 - SUBCONTRACTING

No part of the services to be performed by I&L hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve I&L of the primary responsibility for the quality and performance of the work. I&L shall assure that all subcontractors as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this AGREEMENT, and, without limiting the generality of the foregoing, compliance with all state and federal laws applicable to contracts of this type.

ARTICLE 8 - INDEMNIFICATION

I&L shall indemnify and hold harmless CITY from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of I&L or any person or organization for whom I&L is legally liable.

ARTICLE 9 - INSURANCE

During the performance of the Services under this AGREEMENT, I&L shall maintain the following insurance with carriers having a Best's rating of at least B+ and authorized to do business in the state in which the Services are being performed:

- (a) General Liability Insurance on a coverage form equal to ISO CG 00 01, on an occurrence basis, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including a per-project endorsement.
- (b) Automobile Liability Insurance to include coverage for all hired, owned and non-owned vehicles, with a combined single limit of not less than \$1,000,000.
- (c) Workers' Compensation Insurance, in accordance with the laws of the state in which the Services are being performed, and Employers' Liability Insurance with limits according to such statutory requirements, or \$500,000 for each accident, whichever is greater. Where Services fall within the authority of the United States Longshoreman's and Harbor Workers Compensation Act, or the Jones Act, I&L's insurance shall include such Acts.
- (d) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and annual aggregate.
- (e) I&L shall provide and maintain the following if applicable to the Services:
 - i. When operations related to the Services hereunder will involve subsurface investigation (such as soil samples, core drilling, test wells, etc.), I&L, or its subcontractor(s) as applicable, shall maintain Contractor's Pollution Liability Insurance, including bodily injury, property damage and cleanup costs, with limits of not less than \$1,000,000 per occurrence and annual aggregate.
 - ii. When necessary for I&L to use watercraft for the performance of the Services under this AGREEMENT, and if excluded by I&L's General Liability policy, I&L shall maintain a Watercraft Liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including protection & indemnity where applicable. Coverage will apply to owned, non-owned and hired watercraft.
 - iii. When necessary for I&L to use aircraft (fixed-wing or rotary) for the performance of the Services under this AGREEMENT, I&L shall maintain Aircraft Liability with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, including passenger liability. Coverage will apply to owned, non-owned and hired aircraft.

The policies shall provide, or be endorsed to provide, that: (1) at least thirty (30) days' advance written notice shall be given to CITY prior to cancellation or non-renewal, (2) the CITY shall be added as additional insureds under policies listed under (a), (b) and (e) above.

Upon request, I&L shall furnish CITY certificates of insurance and required endorsement(s) which evidence the requirements of this Article prior to performing any Services under this AGREEMENT. I&L further agrees to file new certificates showing renewal of coverage and limits at least thirty (30) days prior to the expiration of the current policies.

ARTICLE 10 - INDEPENDENT CONTRACTOR

I&L undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. I&L has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that I&L hires to perform or assist in performing the Services hereunder. I&L is solely responsible for (a) payment of wages, benefits, and other compensation to or for its employees, (b) payment of applicable payroll, unemployment, and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees, and (c) compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation and employer's liability insurance coverages.

ARTICLE 11 - COMPLIANCE WITH LAWS

In performance of the Services, I&L shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. I&L shall procure the permits, certificates, and licenses necessary to allow I&L to perform the Services. I&L shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to I&L in the Task Order Scope of Services.

ARTICLE 12 - CITY'S RESPONSIBILITIES

CITY shall perform the following in a timely manner so as not to delay the Services of I&L:

- (a) Provide criteria and information pertinent to I&L's Services as to CITY's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards

which CITY will require to be included in the drawings and specifications to be furnished by I&L under this AGREEMENT, if any.

- (b) Make available to I&L drawings, specifications, schedules, and other information, interpretations, and data which are prepared by CITY, or by others, which CITY and I&L consider pertinent to I&L's responsibilities hereunder.
- (c) Arrange for access to and to make provisions for I&L to enter upon public and private property as required for I&L to perform the Services.
- (d) Give prompt notice to I&L whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of I&L's Services.

Unless otherwise provided in the AGREEMENT, the information and services to be provided by CITY under this Article will be without cost to I&L.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, computer software and other such instruments of service prepared by I&L pursuant to this AGREEMENT, whether completed or in progress, are the property of CITY. Ownership shall transfer to CITY if or as required by the Prime AGREEMENT. Any use except for the specific purpose intended by this AGREEMENT will be at the user's sole risk and without liability or legal exposure to I&L.

ARTICLE 14 - TERMINATION AND SUSPENSION

The CITY may terminate this AGREEMENT at any time, with or without cause, effective upon delivery of Written Notice thereof to I&L.

Should the AGREEMENT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by I&L to the date of termination. The CITY shall indemnify I&L for any use or re-use of plans by persons with CITY's express approval.

ARTICLE 15 - PROPRIETARY INFORMATION

I&L shall treat as proprietary all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the I&L's performance of the Services. I&L shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY.

The preceding restriction shall not apply to information which is in the public domain, was previously known to I&L, was acquired by I&L from others who have no confidential relationship to CITY with respect to same, or which, through no fault of I&L, comes into the public domain. I&L shall not be restricted from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. I&L shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify CITY in writing of the demand for information before I&L responds to such demand. CITY may, at its sole discretion, seek to quash such demand.

ARTICLE 16 - NOTICES

Any notices required by this AGREEMENT shall be made in writing to the address specified below:

CITY: Bryson Baker
Public Works Director
City of Arnold
2101 Jeffco Blvd
Arnold, MO 63010

I&L: Mark Meyer
Intuition & Logic
16253 Swingley Ridge Rd
Suite 100
St. Louis, MO 63017

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CITY and I&L.

ARTICLE 17 - DELAY IN PERFORMANCE

Neither CITY nor I&L shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or I&L under this AGREEMENT.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 18 - DISPUTES

In the event of a dispute between CITY and I&L arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - RECORDS

I&L's records pertaining to compensation and payments under this AGREEMENT shall be kept in accordance with generally accepted accounting principles. Such records shall be subject to audit by CITY, during normal business hours at I&L's place of business, or I&L shall provide a copy of same to CITY at CITY's expense. I&L shall not dispose of the originals of such records until after sixty (60) days' prior written notice to CITY.

ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY

I&L and any subcontractor will, in all solicitation, or advertisements for employees and for all WORK performed by employees of I&L or under a subcontractor including procurement of services, equipment, or materials, comply with all provisions of State and Federal laws and regulations governing the Americans with Disabilities Act, Equal Employment Opportunity and Non-Discrimination.

ARTICLE 21 - WAIVER

A waiver by either CITY or I&L of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 22 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void. CITY and I&L further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 23 - INTEGRATION

This AGREEMENT, including any Attachments incorporated by reference in the AGREEMENT, represents the entire and integrated AGREEMENT between CITY and I&L. It supersedes all prior and contemporaneous communications, representations, and AGREEMENTS, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may be amended only by a written instrument signed by both CITY and I&L.

ARTICLE 24 - SUBCONTRACTING

I&L shall not engage independent consultants, associates, or subcontractors to assist in the performance of I&L's Services without the prior written consent of CITY.

ARTICLE 25 - SUCCESSORS AND ASSIGNS

CITY and I&L each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this AGREEMENT.

ARTICLE 26 - ASSIGNMENTS

Neither CITY nor I&L shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party; provided, however, I&L may assign its rights to payment without CITY's consent. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

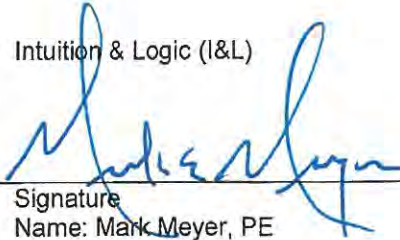
ARTICLE 27 - THIRD PARTY RIGHTS

The Services provided for in this AGREEMENT are for the sole use and benefit of, and nothing in this AGREEMENT shall be construed to give any rights or benefits to, anyone other than the CITY and I&L.

IN WITNESS WHEREOF, CITY and I&L have executed this AGREEMENT. The individuals signing this AGREEMENT represent and warrant that they have the power and authority to enter into this AGREEMENT and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)

Intuition & Logic (I&L)



Signature
Name: Ron Counts
Title: Mayor

Signature
Name: Mark Meyer, PE
Title: President

4-20-2012

4-25-12

Date:

Date:



431873553
Fed. Tax I.D. No.

Attest by:
Name: Diane Waller
Title: City Clerk

Approved as to form:
Name: Robert Sweeney
Title: City Attorney



City of Arnold

Ron Counts, Mayor

April 24, 2012

Mr. Mark Meyer
Intuition & Logic
16253 Swingley Ridge Road
Suite 100
St. Louis MO 63017

RE: Contract

At the regular City of Arnold council meeting on April 19, 2012 council awarded contracts to your firm.

Enclosed are the contract documents that need to be signed. Please return one original to this office and keep one for your files.

If you have any questions, feel free to contact this office or Bryson Baker, Public Works Director at 636-282-6650.

Sincerely,

Diane C. Waller
City Clerk

Enclosure

CC: B. Baker

City Hall
2101 Jeffco Blvd.
Arnold, MO 63010
636/296-2100

Parks and Recreation
1695 Missouri State Rd.
Arnold, MO 63010
636/282-2380

Public Works
2912 Arnold Tenbrook
Arnold, MO 63010
636/282-2386

**TASK ORDER REQUEST #7
TO GENERAL SERVICE AGREEMENT
BETWEEN THE CITY OF ARNOLD, MISSOURI AND INTUITION & LOGIC
FOR PROFESSIONAL SERVICES FOR MS4 STORMWATER SERVICES**

This is a Task Order Request (TASK ORDER) to provide professional services under the General Service Agreement (AGREEMENT) entered into between THE CITY OF ARNOLD, MISSOURI (CITY) AND INTUITION & LOGIC (I&L) for professional services for stormwater projects. The AGREEMENT is hereby referenced and made part of this TASK ORDER. This TASK ORDER is governed by the AGREEMENT.

In consideration of the promises contained in the AGREEMENT, CITY and I&L agree as follows:

EFFECTIVE DATE

The effective date of this TASK ORDER shall be the AGREEMENT effective date or the signature date for Mayor Ron Counts, whichever is later.

SCOPE OF SERVICES

I&L shall provide the Services described in Attachment A, Task Order #7 Scope of Services.

SCHEDULE

I&L shall provide the Services pursuant to the Schedule set forth in Attachment B, Task Order #7 Schedule.

ARTICLE 5 - COMPENSATION

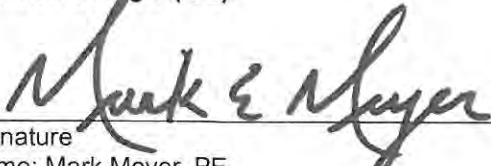
CITY shall pay I&L in accordance with Attachment C, Task Order #7 Compensation and per the AGREEMENT.

IN WITNESS WHEREOF, CITY and I&L have executed this TASK ORDER. The individuals signing this TASK ORDER represent and warrant that they have the power and authority to enter into this TASK ORDER and bind the parties for whom they sign.

City of Arnold, Missouri (CITY)

Intuition & Logic (I&L)

Signature
Name: Ron Counts
Title: Mayor



Signature
Name: Mark Meyer, PE
Title: President

June 13, 2016

Date:

Date:

431873553
Fed. Tax I.D. No.

Attest by:
Name: Tammi Casey
Title: City Clerk

Approved as to form:
Name: Robert Sweeney
Title: City Attorney



2016-2017 Storm Water Annual Report - Small MS4 Permits

Personnel Type/Title	PM	PE	CAD	EIT																																			
Personnel Billing Rate	150.00	105.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																												
3.1 Review collected data and determine overall compliance for each MCM item with respect to the previous year's stated goal and overall compliance within the City's 2013-2018 SWMP.		4		8																					12	\$ 1,020.00													\$ 1,020.00
3.2 Draft Report Submittal																									12	\$ 1,020.00													\$ 1,020.00
3.3 Quality Control Check	2																								2	\$ 300.00													\$ 300.00
3.4 Draft Report Submittal																									0.75	\$ 63.75													\$ 63.75
3.5 Draft Report Review Meeting																									0	\$ -												\$ -	
3.5.1 Prepare Meeting Agenda																									0	\$ -												\$ -	
3.5.2 Attend Meeting		1																							2	\$ 210.00												\$ 210.00	
3.5.3 Attend Meeting Summary		2																							2	\$ 105.00												\$ 105.00	
3.5.4 Receive City Comments and revise draft report accordingly.																									1	\$ 105.00											\$ 105.00		
3.7 Approved Document Submittal																									2	\$ 202.50												\$ 202.50	
MS4 Report - One (1) Bound sets of report documents on BYX11" bond																									1.5	\$ 127.50											\$ 127.50		
Electronic Files - I&L will email the final submitted documents to the City in PDF format.																									0	\$ -											\$ -		
																									0	\$ -											\$ -		
																									0	\$ -											\$ -		
																									0	\$ -											\$ -		
2016 \$ 0.26 Printing BX11 cost per sheet (double sided)																									0	\$ -											\$ -		
1 \$ 10.00 Envelopes and Postage																									0	\$ -											\$ 50.00		
																									0	\$ -											\$ 10.00		
Subtotal =	2	13.25	0	19.5	0	0	0	0	0	0	0	34.75	\$ 3,153.75	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,213.75		\$ -								\$ -	\$ -				
4.0 Education Seminars																																							
4.0 Training of Municipal Employees																									0	\$ -											\$ -		
MCM 5 - 2017 Green Infrastructure training for Municipal Staff and Contractors																									0	\$ -											\$ -		
4.0.1 Coordinate with City to schedule seminar, develop topic list and seminar agenda		1																							1	\$ 105.00											\$ 105.00		
4.0.2 Prepare presentation material for the training seminar			12																						24	\$ 2,160.00												\$ 2,160.00	
4.0.3 Prepare Seminar			3																						6	\$ 540.00												\$ 540.00	
4.0.4 Create outline of presentation and documentation to include present for inclusion in the MS4 Report.			0.5																						2.5	\$ 202.50											\$ 202.50		
4.0.5 Printing 8.5x11 BW handouts for presentation 1																									0	\$ -											\$ -		
																									0	\$ -											\$ -		
																									0	\$ -											\$ -		
4.1 MCM 6 - Annual Operators Training																									0	\$ -											\$ -		



2016-2017 Storm Water Annual Report - Small MS4 Permits

Personnel Type/Title	Personnel Billing Rate							Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
	PM	PE	CAD	EIT								
4.1.1 Coordinate with City to schedule seminar, develop topic list and seminar program.		1					1	\$ 105.00				\$ 105.00
4.1.2 Prepare presentation material for the training seminar.			12				12	\$ 2,160.00				\$ 2,160.00
4.1.3 Present Seminar		3					3	\$ 540.00				\$ 540.00
4.1.4 Create archive of presentation and documentation of individuals present for inclusion in the MS4 Report.			0.5				2.5	\$ 202.50				\$ 202.50
450 \$ 0.25 Printing 8x11 BW handouts for presentation 2							0	\$ 0		\$ 112.50		\$ 112.50
4.2 MS4 1 - Stormwater Questionnaire Per MS4 ID of SWMP - Stormwater questionnaire to be developed and mailed to residents to assess public knowledge. Mailing to be performed in March 2017 with a report of findings in September 2017.							0	\$ 0				\$ 0
4.2.1 Coordinate with City to develop questions to the stormwater questionnaire and format for ease of mailing.			2				6	\$ 510.00				\$ 510.00
4.2.2 Printing and pre-paid postage			1				5	\$ 405.00	\$ 5,000.00			\$ 5,405.00
4.2.3 Obtain returned surveys and online questionnaire results from postal survey, analyze data and develop a report			8				32	\$ 2,640.00				\$ 2,640.00
4.2.4 Quality Control Review			2				2	\$ 300.00				\$ 300.00
4.2.5 Draft Report Submission			1				1	\$ 75.00				\$ 75.00
4.2.6 Incorporate Draft Report Comments			2				6	\$ 510.00				\$ 510.00
4.2.7 Revised Report Submission							0	\$ 0				\$ 0
							0	\$ 0				\$ 0
Subtotal =		2	26	0	71	0	119	\$ 10,455.00	\$ 5,225.00	\$ -	\$ -	\$ 15,680.00
5.0 Dry Weather Screening												
5.0 Dry weather screening							0	\$ 0				\$ 0
5.1 Coordinate with City to discuss screening timeframe, site access requirements, and move for 20% of outfall pipe.			3				6	\$ 540.00				\$ 540.00
5.2 Prepare field gear and screening equipment			2				4	\$ 360.00				\$ 360.00
5.3 Perform dry weather field screening			24				48	\$ 4,320.00				\$ 4,320.00
							0	\$ 0				\$ 0
Each location will be visually inspected for flow, color, odor and distressed vegetation. Photo documentation of the discharge location and surrounding area will be taken. Visual observations will be recorded using a handheld Trimble with GIS for direct incorporation into the City's GIS database for referencing during future report cycles. sampling of locations identified with flow.			2		8		10	\$ 810.00				\$ 810.00



2016-2017 Storm Water Annual Report - Small MS4 Permits

		Personnel Type/Title	PM	PE	CAD	EIT					Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
		Personnel Billing Rate	150.00	105.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00				
	5.4	Prepare report of findings	1	2		8					11	\$ 960.00			\$ 960.00
	5.5	Review findings with City via Gen to Meeting		3		3					6	\$ 540.00			\$ 540.00
	5.6	Incorporate findings into the MS4 report documentation.		1		2					3	\$ 255.00			\$ 255.00
	3	Water Quality Sampling Slits									0	\$ -	\$ 1,350.00		\$ 1,350.00
		Subtotal =	1	37	0	50	0	0	0	0	88	\$ 1,765.00	\$ 1,350.00	\$ -	\$ 3,115.00
8.0 Public Education and Outreach											0	\$ -			\$ -
	6.0	Public Education and Outreach									0	\$ -			\$ -
	6.1	Develop new stormwater brochures for the City.				8					20	\$ 1,860.00			\$ 1,860.00
	6.2	Prepare two press releases on stormwater topics for the general public.		24		8					32	\$ 3,120.00			\$ 3,120.00
	6.3	"Green Infrastructure Awards" IDL will investigate and identify potential award recipients. If recipients cannot be identified, IDL will report that there are no qualifying developments at the time and award will be issued to the first qualified future development.									12	\$ 1,260.00			\$ 1,260.00
	6.4	Quality Control Check									0	\$ -			\$ -
	6.5	Submit draft documents to the city for review and comment. Electronic files - IDL will email the draft substantial documents to the City in PDF format.				4					2	\$ 300.00			\$ 300.00
	6.6	Receive City Comments and revise draft report accordingly.									0.5	\$ 52.50			\$ 52.50
	6.7	Approve Document Substantial Electronic files - IDL will email the draft and PDF format, suitable for the City's use in publication.		0.5							6	\$ 510.00			\$ 510.00
	6.8	Prepare City Comments and revise draft report accordingly.									0	\$ -			\$ -
	6.9	Submit final report to the city									0	\$ -			\$ -
45.0	\$ 0.26	Printing 8.5x11 B/W handouts for presentation 1									0	\$ -	\$ 112.50		\$ 112.50
45.0	\$ 0.29	Printing 8.5x11 B/W handouts for presentation 2									0	\$ -	\$ 112.50		\$ 112.50
		Subtotal =		51	0	20	0	0	0	0	73	\$ 7,195.00	\$ 225.00	\$ -	\$ 7,390.00
7.0 Industrial NPDES Inspections											0	\$ -			\$ -
	7.0	Industrial NPDES Inspections									0	\$ -			\$ -
	7.1	Coordinate with City to discuss inspection timeframe, site access requirements, and move for 3 industrial inspection sites.		2		2					4	\$ 360.00			\$ 360.00
	7.2	Prepare inspection checklists		1							1	\$ 105.00			\$ 105.00
		Inspections		6		6					12	\$ 1,080.00			\$ 1,080.00



2016-2017 Storm Water Annual Report - Small MS4 Permits

Personnel Type/Title	Personnel Billing Rate							Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
	PM	PE	CAD	EIT								
For each location, we will meet with the responsible party and review their internal compliance procedures, documentation, record keeping and reporting. Compliance inspection will focus on permit holder documentation, reporting and pollution prevention approximately 2 hrs/site.												
7.4 Prepare report of findings	0.5	1.5		3			0	\$ 457.50				\$ 457.50
7.5 Review findings with City via GO 10 Meeting.		2		2			4	\$ 360.00				\$ 360.00
7.6 Incorporate findings into the MS4 report documentation.		1		2			3	\$ 255.00				\$ 255.00
							0	\$ -				\$ -
							0	\$ -				\$ -
							0	\$ -				\$ -
Subtotal =	0.5	1.35	0	15	0	0	29	\$ 2,617.50	\$ -	\$ -	\$ -	\$ 2,617.50
8.0 Storm Water Master Plan (SWMP) Update												
8.0								\$ -				\$ -
8.0								\$ -				\$ -
8.1	Review the new permit for changes from the April draft permit. Review EPA and MDNR accompanying guidance documents related to compliance with the new permit conditions.		8		8		16	\$ 1,440.00				\$ 1,440.00
8.2	Develop revised MCMs to meet the revised permit conditions. We anticipate this to consist primarily of revising how existing BMPs are tracked and reviewed in order to satisfy the iterative BMP approach advocated in the draft permit. Develop a framework for how to review and revise BMPs over the course of the new permit in keeping with the iterative BMP approach. Coordinate with the City on the development of the revised BMPs and goals.						24	\$ 2,040.00				\$ 2,040.00
8.3	Update the SWMP document and all appendices per revised MCM goals.						12	\$ 1,020.00				\$ 1,020.00
8.3.1	CAOC Review	2	4		8		12	\$ 1,020.00				\$ 1,020.00
8.4	Draft Report Submittal						2	\$ 300.00				\$ 300.00
	Electronic Files - I&L will email the draft SWMP documents to the City in PDF format.						0	\$ -				\$ -
8.5	Draft Report Review Meeting		0.5		1		1.5	\$ 127.50				\$ 127.50
	Review the draft SWMP and discuss revisions or corrections.						0	\$ -				\$ -
8.5.1	Prepare Meeting Agenda				1		1	\$ 75.00				\$ 75.00
8.5.2	Alert Meeting		2		2		4	\$ 360.00				\$ 360.00
8.5.3	Meeting Summary		0.25		1		1.25	\$ 101.25				\$ 101.25
8.6	Revise draft report accordingly.		1		4		5	\$ 405.00				\$ 405.00
8.7	Submit to MDNR		0.5		1		1.5	\$ 127.50				\$ 127.50
8.8	Receive MDNR Comments and review						12	\$ 1,020.00				\$ 1,020.00
8.9	MDNR Comment Review Meeting		4		8		12	\$ 1,020.00				\$ 1,020.00

2016-2017 Storm Water Annual Report - Small MS4 Permits



Personnel Type/Title	PM	PE	CAD	EIT							Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
Review MDNR comments with City and discuss revisions, corrections or alterations requested by MDNR and the impact to the City's compliance efforts	150.00	105.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0	\$ -			\$ -
8-31 Prepare Meeting Agenda		2		1							1	\$ 75.00			\$ 75.00
8-32 Attend Meeting		0.25		2							4	\$ 360.00			\$ 360.00
8-33 Meeting Summary		4		1							1.25	\$ 101.25			\$ 101.25
8-10 Review draft report accuracy				8							1.2	\$ 1,020.00			\$ 1,020.00
8-11 Approved Submittal to MDNR		0.5		1							1.5	\$ 127.50			\$ 127.50
400 \$ 0.25 Printing B&K11 cost per sheet (double sided)											0	\$ -			\$ -
1 \$ 50 Envelopes and Postage											0	\$ -	\$ 100.00		\$ 100.00
Subtotal =	2	35	0	63	0	0	0	0	0	0	100	\$ 8,700.00	\$ 160.00	\$ -	\$ 8,860.00
Subtotal Hours	9.50	225.25	-	244.50	-	-	-	-	-	-	479.25	\$ 49,413.75	\$ 7,020.00	\$ -	\$ 50,433.75
Subtotal Personnel Cost	\$1,725	\$23,651	\$0	\$18,338	\$0	\$0	\$0	\$0	\$0	\$0	CHECK \$ 49,413.75				
TOTAL = \$ 60,433.75															

**Attachment B
Task Order #7 Schedule**

I&L shall begin work upon receipt of written notice to proceed. I&L shall perform work in a timely manner and shall complete the project within 365 calendar days from notice to proceed.


**Attachment C
Task Order #7 Compensation**

The compensation to be paid for the Services identified in Attachment A - Scope of Services shall be paid on a Time and Materials, Not to Exceed method of payment. A man-hour breakdown per project task is included in Attachment A – Task Order #7 Scope of Services.

The total compensation, including sub-consultant costs, if any, shall not exceed FIFTY THOUSAND FOUR HUNDRED THIRTY THREE DOLLARS AND 75 CENTS (\$50,433.75) without prior written authorization by the CITY.

The forgoing total compensation amount includes all expenses, which include, but are not limited to, sub-consultant services, transportation, subsistence, reproduction of reports, drawings, specifications, and other documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

2016-2017 Storm Water Annual Report - Small MS4 Permits

		Personnel Type/Rate	PM	P.E.	CAD	EIT					Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
1.0	Coordination, Data Collection and Analysis														
	1.0 Coordination, Data Collection and Analysis			16						0	\$ -			\$ -	
	Coordinate with the City as needed in support of MS4 compliance efforts.									16	\$ 1,680.00			\$ 1,680.00	
										0	\$ -			\$ -	
										0	\$ -			\$ -	
	Subtotal =		0	16	0	0	0	0	0	16	\$ 1,680.00	\$ -	\$ -	\$ 1,680.00	
2.0	Meetings														
	2.0 Meetings									0	\$ -			\$ -	
	Meet with the City to review progress and discuss the 2016 MS4 planned compliance activities and tracking requirements.									0	\$ -			\$ -	
	2.1 Fall Meeting									0	\$ -			\$ -	
	Meet with the City to discuss the new permit conditions and potential revisions to the SWMP. Review progress for 6 month MS4 Report.									0	\$ -			\$ -	
	2.1.1 Coordinate Meeting and Agenda			0.25		1				1.25	\$ 101.25			\$ 101.25	
	2.1.2 Attend Meeting			4						4	\$ 420.00			\$ 420.00	
	2.1.3 Meeting Summary			0.25		1				1.25	\$ 101.25			\$ 101.25	
										0	\$ -			\$ -	
	2.2 Community Development Meeting									0	\$ -			\$ -	
	Meet with the City Community Development team to discuss the new permit conditions and draft revisions to the SWMP.									0	\$ -			\$ -	
	2.2.1 Coordinate Meeting and Agenda			0.25		1				1.25	\$ 101.25			\$ 101.25	
	2.2.2 Attend Meeting			4						4	\$ 420.00			\$ 420.00	
	2.2.3 Meeting Summary			0.25		1				1.25	\$ 101.25			\$ 101.25	
										0	\$ -			\$ -	
	2.3 Spring Meeting									0	\$ -			\$ -	
	Meet with the City to discuss permit compliance efforts to date and upcoming efforts.									0	\$ -			\$ -	
	2.3.1 Coordinate Meeting and Agenda			0.25		1				1.25	\$ 101.25			\$ 101.25	
	2.3.2 Attend Meeting			4						4	\$ 420.00			\$ 420.00	
	2.3.3 Meeting Summary			0.25		1				1.25	\$ 101.25			\$ 101.25	
										0	\$ -			\$ -	
										0	\$ -			\$ -	
										0	\$ -			\$ -	
	Subtotal =		0	13.5	0	6	0	0	0	19.5	\$ 1,867.50	\$ -	\$ -	\$ 1,867.50	
3.0	MS4 Annual Report - 6 month reporting period to get to new permit cycle. (June 13 to December 31)														
	3.0 MS4 Annual Report									0	\$ -			\$ -	
										0	\$ -			\$ -	
										0	\$ -			\$ -	

2016-2017 Storm Water Annual Report - Small MS4 Permits



		Personnel Type/Title	PM	PE	CAD	EIT							Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
		Personnel Billing Rate	150.00	105.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00						
	3.1	Review collected data and determine overall compliance for each MCM item with respect to the previous year's stated goal and overall compliance within the City's 2013-2018 SWMP.		4		8							12	\$ 1,020.00			\$ 1,020.00
		Overall compliance for each MCM report item and complete the 2014 MS4 Report and Water Quality Program Assessment Addendum															
	3.3	Quality Control Check	2										12	\$ 1,020.00			\$ 1,020.00
	3.4	Draft Report Submittal		0.25		0.5							2	\$ 300.00			\$ 300.00
		Electronic Files – I&L will email the final submittal documents to the City in PDF format.											0.75	\$ 63.75			\$ 63.75
	3.5	Draft Report Review Meeting											0	\$ -			\$ -
		Review the draft report and discuss activities or goals the City will pursue during the next reporting cycle.											0	\$ -			\$ -
	3.5.1	Prepare Meeting Agenda		1									1	\$ 105.00			\$ 105.00
	3.5.2	Attend Meeting		2									2	\$ 210.00			\$ 210.00
	3.5.3	Meeting Summary		1									1	\$ 105.00			\$ 105.00
	3.6	Receive City Comments and revise draft report accordingly.		0.5									2.5	\$ 202.50			\$ 202.50
	3.7	Approved Document Submittal		0.5									1.5	\$ 127.50			\$ 127.50
		MS4 Report – One (1) bound sets of report documents on 8 1/2"X11" bond											0	\$ -			\$ -
		Electronic Files – I&L will email the final submittal documents to the City in PDF format.											0	\$ -			\$ -
	200	Printing 8.5X11 cost per sheet (double sided)											0	\$ -			\$ -
	1	Envelopes and Postage											0	\$ -	\$ 50.00		\$ 50.00
													0	\$ -	\$ 10.00		\$ 10.00
													0	\$ -			\$ -
													0	\$ -			\$ -
		Subtotal =	2	13.25	0	19.5	0	0	0	0	0		34.75	\$ 3,153.75	\$ 60.00	\$ -	\$ 3,213.75
4.0	Education Seminars												0	\$ -			\$ -
	4.0	Training of Municipal Employees											0	\$ -			\$ -
		MCM 5 - 2017 Green Infrastructure training for Municipal Staff and Contractors											0	\$ -			\$ -
	4.0.1	Coordinate with City to schedule seminar, develop topic list and seminar program.											1	\$ 105.00			\$ 105.00
	4.0.2	Prepare presentation material for the training seminar.											24	\$ 2,160.00			\$ 2,160.00
	4.0.3	Present Seminar											6	\$ 540.00			\$ 540.00
	4.0.4	Create archive of presentation and documentation of individuals present for inclusion in the MS4 Report.											2.5	\$ 202.50			\$ 202.50
450	0.25	Printing 8.5X11 BW handouts for presentation 1											0	\$ -	\$ 112.50		\$ 112.50
													0	\$ -			\$ -
	4.1	MCM 6 - Annual Operators Training											0	\$ -			\$ -

2016-2017 Storm Water Annual Report - Small MS4 Permits



Personnel Billing Rate		Personnel Type/Title	PM	PE	CAD	EIT							Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
		4.1.1 Coordinate with City to schedule seminar, develop topic list and seminar program.		1									1	\$ 105.00			\$ 105.00
		4.1.2 Prepare presentation material for the training seminar.		12									24	\$ 2,160.00			\$ 2,160.00
		4.1.3 Present Seminar		3									6	\$ 540.00			\$ 540.00
		4.1.4 Create archive of presentation and documentation of individuals present for inclusion in the MS4 Report.											2.5	\$ 202.50			\$ 202.50
450	\$ 0.25	Printing 8.5X11 BW handouts for presentation 2											0	\$ -			\$ -
		4.2 MCM 1 - Stormwater Questionnaire											0	\$ -			\$ -
		Per MCM 1D of SWMP - Stormwater questionnaire to be developed and mailed to residents to assess public knowledge. Mailing to be performed in March 2017 with a report of findings in September 2017.											0	\$ -			\$ -
		4.2.1 Coordinate with City to develop revisions to the stormwater questionnaire and format for ease of mailing.		2									6	\$ 510.00			\$ 510.00
		4.2.2 Printing and pre-paid postage		1									5	\$ 405.00	\$ 5,000.00		\$ 5,405.00
		4.2.3 Obtain returned surveys and online questionnaire results from posted survey. Analyze data and develop a report			8								32	\$ 2,640.00			\$ 2,640.00
		4.2.4 Quality Control Review											2	\$ 300.00			\$ 300.00
		4.2.5 Draft Report Submittal											1	\$ 75.00			\$ 75.00
		4.2.6 Incorporate Draft Report Comments											6	\$ 510.00			\$ 510.00
		4.2.7 Revised Report Submittal											0	\$ -			\$ -
													0	\$ -			\$ -
		Subtotal =	2	46	0	71	0	0	0	0	0	119	\$ 10,455.00	\$ 5,225.00	\$ -	\$ 15,680.00	
Dry Weather Screening																	
		5.0 Dry weather screening											0	\$ -			\$ -
		5.1 Coordinate with City to discuss screening timeframe, site access requirements, and more for 20% of outfall sites.											0	\$ -			\$ -
		5.2 Prepare field gear and screening equipment		3									6	\$ 540.00			\$ 540.00
		5.3 Perform dry weather field screening		2									4	\$ 360.00			\$ 360.00
				24									48	\$ 4,320.00			\$ 4,320.00
		Each location will be visually inspected for flow, color, odor and distressed vegetation. Photo documentation of the discharge location and surrounding area will be taken. Visual observations will be recorded using a handheld Trimble with GIS for direct incorporation into the City's GIS database for referencing during future report cycles. sampling of locations identified with flow.											0	\$ -			\$ -
													10	\$ 810.00			\$ 810.00

2016-2017 Storm Water Annual Report - Small MS4 Permits



		Personnel Type/Title	PM	PE	CAD	EIT							Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
		Personnel Billing Rate	150.00	105.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00						
5.4	Prepare report of findings		1	2		8						11	\$ 960.00				\$ 960.00
5.5	Review findings with City via CoTo Meeting.			3		3						6	\$ 540.00				\$ 540.00
5.6	Incorporate findings into the MS4 report documentation.			1		2						3	\$ 255.00				\$ 255.00
3	\$450.00 Water Quality Sampling Sites											0	\$ -	\$ 1,350.00			\$ 1,350.00
	Subtotal =		1	37	0	50	0	0	0	0	0	88	\$ 7,785.00	\$ 1,350.00	\$ -		\$ 9,135.00
6.0 Public Education and Outreach												0	\$ -				\$ -
6.0	Public Education and Outreach											0	\$ -				\$ -
6.1	Develop new Stormwater Brochures for the City.			12		8						20	\$ 1,860.00				\$ 1,860.00
6.2	Prepare two press releases on stormwater topics for the general public.			24		8						32	\$ 3,120.00				\$ 3,120.00
6.3	"Green Infrastructure Awards." I&L will investigate and identify potential award recipients. If recipients cannot be identified, I&L will report that there are no qualifying developments at this time and award will be issued to the first qualified future development			12								12	\$ 1,260.00				\$ 1,260.00
6.4	Quality Control Check		2									2	\$ 300.00				\$ 300.00
6.5	Submit draft documents to the City for review and comment.			0.5								0.5	\$ 52.50				\$ 52.50
6.6	Receive City Comments and revise draft report accordingly.			2		4						6	\$ 510.00				\$ 510.00
6.7	Approved Document Submittal			0.5								0.5	\$ 52.50				\$ 52.50
450	\$ 0.25 Printing 8.5X11 BW handouts for presentation 1											0	\$ -				\$ 112.50
450	\$ 0.25 Printing 8.5X11 BW handouts for presentation 2											0	\$ -				\$ 112.50
	Subtotal =		2	51	0	20	0	0	0	0	0	73	\$ 7,155.00	\$ 225.00	\$ -		\$ 7,380.00
7.0 Industrial NPDES Inspections												0	\$ -				\$ -
7.0	Industrial NPDES Inspections											0	\$ -				\$ -
7.1	Coordinate with City to discuss inspection timeframe, site access requirements, and more for 3 Industrial inspection sites.			2		2						4	\$ 360.00				\$ 360.00
7.2	Prepare inspection checklists			1		6						1	\$ 105.00				\$ 105.00
	Subtotal =			6		6						12	\$ 1,080.00				\$ 1,080.00

2016-2017 Storm Water Annual Report - Small MS4 Permits



	Personnel Billing Rate	Personnel Type/Title						Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
		PM	PE	CAD	EIT							
	For each location, we will meet with the responsible party and review their internal compliance procedures, documentation, record keeping and reporting. Compliance inspection will focus on permit holder documentation, reporting and pollution prevention approximately 2 hrs/site.											
	7.4 Prepare report of findings	0.5	1.5		3		0	\$ -			\$ -	
	7.5 Review findings with City via GOT o Meeting.		2		2		4	\$ 360.00			\$ 360.00	
	7.6 Incorporate findings into the MS4 report documentation.		1		2		3	\$ 255.00			\$ 255.00	
							0	\$ -			\$ -	
							0	\$ -			\$ -	
							0	\$ -			\$ -	
							0	\$ -			\$ -	
	Subtotal =	0.5	13.5	0	15	0	29	\$ 2,617.50	\$ -	\$ -	\$ 2,617.50	
8.0 Storm Water Master Plan (SWMP) Update												
	8.0 Arnold SWMP						0	\$ -			\$ -	
	8.1 Review the new permit for changes from the April draft permit. Review EPA and MDNR accompanying guidance documents related to compliance with the new permit conditions.		8		8		16	\$ 1,440.00			\$ 1,440.00	
	8.2 Develop revised MCMs to meet the revised permit conditions. We anticipate this to consist primarily of revising how existing BMPs are tracked and reviewed in order to satisfy the iterative BMP approach advocated in the draft permit. Develop a framework for how to review and revise BMPs over the course of the new permit in keeping with the iterative BMP approach. Coordinate with the City on the development of the revised BMPs and goals.		8		16		24	\$ 2,040.00			\$ 2,040.00	
	8.3 Update the SWMP document and all appendices per revised MCM goals		4		8		12	\$ 1,020.00			\$ 1,020.00	
	8.3.1 QA/QC Review						2	\$ 300.00			\$ 300.00	
	8.4 Draft Report Submittal						0	\$ -			\$ -	
	Electronic Files - I&L will email the draft SWMP documents to the City in PDF format.		0.5		1		1.5	\$ 127.50			\$ 127.50	
	8.5 Draft Report Review Meeting						0	\$ -			\$ -	
	Review the draft SWMP and discuss revisions or corrections.						0	\$ -			\$ -	
	8.5.1 Prepare Meeting Agenda						1	\$ 75.00			\$ 75.00	
	8.5.2 Attend Meeting		2		2		4	\$ 360.00			\$ 360.00	
	8.5.3 Meeting Summary		0.25		1		1.25	\$ 101.25			\$ 101.25	
	8.6 Revise draft report accordingly.		1		4		5	\$ 405.00			\$ 405.00	
	8.7 Submittal to MDNR		0.5		1		1.5	\$ 127.50			\$ 127.50	
	8.8 Receive MDNR Comments and review		4		8		12	\$ 1,020.00			\$ 1,020.00	
	8.9 MDNR Comment Review Meeting						0	\$ -			\$ -	

2016-2017 Storm Water Annual Report - Small MS4 Permits



			Personnel Type/Title	PM	PE	CAD	EIT													
		Personnel Billing Rate		150.00	105.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00								
		Review MDNR comments with City and discuss revisions, corrections or alterations requested by MDNR, and the impact to the City's compliance efforts											0	\$ -						
		8.9.1 Prepare Meeting Agenda			2		1						1	\$ 75.00						\$ 75.00
		8.9.2 Attend Meeting			2		2						4	\$ 360.00						\$ 360.00
		8.9.3 Meeting Summary			0.25		1						1.25	\$ 101.25						\$ 101.25
		8.10 Revise draft report accordingly.			4		8						12	\$ 1,020.00						\$ 1,020.00
		8.11 Approved Submittal to MDNR			0.5		1						1.5	\$ 127.50						\$ 127.50
													0	\$ -						\$ -
													0	\$ -						\$ -
													0	\$ -						\$ -
400	\$ 0.25	Printing 8.5X11 cost per sheet (double sided)											0	\$ -				100.00		\$ 100.00
1	\$ 60	Envelopes and Postage											0	\$ -				60.00		\$ 60.00
													0	\$ -						\$ -
Subtotal =			2	35	0	63	0	0	0	0	0	100	\$ 8,700.00	\$ 160.00	\$ -	\$ -	\$ -	\$ 8,860.00	\$ -	
<hr/>																				
Subtotal Hours			9.50	225.25	-	244.50	-	-	-	-	-	479.25	\$ 43,413.75	\$ 7,020.00	\$ -	\$ 50,433.75				
Subtotal Personnel Cost			\$1,425	\$23,651	\$0	\$18,338	\$0	\$0	\$0	\$0	\$0	\$43,413.75	\$ 43,413.75	\$ -	\$ -	\$ 50,433.75				
TOTAL = \$ 50,433.75																				

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM

7 B

NAME OF TOPIC/PROJECT: A resolution authorizing the Mayor to extend a contract by change order 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 extend a contract by change order 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 change order project budget expenditure is \$500,000.

RECOMMENDED ACTION: Approval

Why is this action necessary? The Council must approve the extension of this contract.

What does this action accomplish? This approval action allows the JM Marschuetz construction company to continue 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: JM Marschuetz Construction Company Previous city contracts: Yes

Transaction Amount: \$500,000 **MBE/WBE Participation:** N/A

Transaction Type: Change Order extension of Contract

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

SUMMARY OF SELECTION PROCESS

Number of original 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 for the 2017 Budget

Additional Funding Required: None at this time.

RESOLUTION NO: 16-47

A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND A
CONTRACT BY CHANGE ORDER WITH J.M. MARSCHUETZ
CONSTRUCTION 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 extend a contract by change order 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: _____

City of Arnold Contract Change Order

Sheet 1 of 1

J M Marschuetz Construction
15 Truitt Drive
Eureka, Missouri 63025

Change Order Number: _____

2

County: Jefferson

To:

Project # Residential Concrete
replacement project
Extension of contract

You are hereby directed to make the following changes from the contract.

1. Description and Reason for Change

The City Council per resolution 16-47 has accepted the JM Marschuetz Construction offer per their letter of 8/4/16 to extend the existing contract prices through 8/31/17 to continue with the current residential concrete street replacement work authorizing the Mayor to execute this change order.

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 16-47 appropriations in 2017 budget year.	10,400 sy	20,800 sy	\$45/sy+other	\$500,000.00	
TOTALS						\$500,000.00	

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	\$500,000.00
	3. Previous Change Order(s)	\$117,562.00
	4. Total Change to Date	\$617,562.00
	5. Revised Contract Amount (lines 1-4)	\$1,000,000.00
	6. Contract Working Days	90
	7. +/- Working Days This Change Order	2017 August
	8. Revised Working Days	As needed
	TOTAL ADJUSTMENT (+/-)	\$500,000.00

Contractor

Date

Approval City of Arnold (Mayor)

Date

See attachments:
JM Marschuetz letter of 8/4/16
Original contract agreement dated 4/8/16
New work street address locations



August 4, 2016

Ed Blattner, P.E.
City of Arnold Public Works
2912 Arnold Tenbrook
Arnold, MO 63010

Re: 2016 Residential Concrete Street Replacement – Extension of Contract

Dear Ed,

J.M. Marschuetz Construction requests to extend the current contract with the City of Arnold for the Residential Concrete Street Replacement project. J.M. Marschuetz can hold the unit prices for the contract until 8/31/17. J.M. Marschuetz has established very good working relationship with the City of Arnold and we are looking forward to this work as well.

Cordially,
J.M. Marschuetz Construction

A handwritten signature in cursive script that reads "Todd Wall".

Todd Wall
Vice President Estimating

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this 8th day of April 2016, by and between J.M. Marschuetz Construction 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 April 7, 2016, 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 incidentals to the furnishing of all material, equipment, and labor to undertake the RESIDENTIAL 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 RESIDENTIAL CONCRETE STREET REPLACEMENT PROJECT must begin on May 15, 2016 and shall be carried on at a rate to secure its full completion by August 15, 2016. This date may be adjusted by the Director of Public Works 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 Director of Public Works 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 Director of Public Works, 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 March 15, 2016 bid of J.M. Marschuetz Construction attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the RESIDENTIAL 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


CONTRACT SIGNATURES

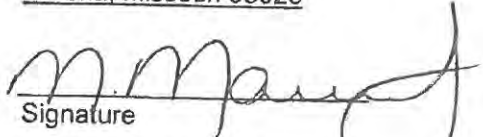
CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

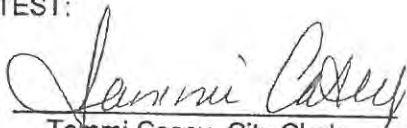
Contractor: J.M. Marschuetz Construction
Contractor Address:

15 Truitt Drive

Eureka, Missouri 63025

By: 
Ron Counts, Mayor

By: 
Signature
Title President of Operations

ATTEST:
By: 
Tammi Casey, City Clerk
4/7/16
Date

By: 
Signature
Contract Administrator
Title
4/13/16
Date


636-938-3600
Telephone No

(SEAL)



(SEAL)

APPROVED AS TO FORM:


City Attorney

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

Addendum "A"

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.

"A" - CONT.

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

"A"-CONT.

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 Construction (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 **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 Construction (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 **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 Tomala 636-949-7500
City of Bridgeton Slab Replacement	City of Bridgeton	Remove and Replace Selective Slabs all over City limits	\$750,000.00	Brian Peterson 314-739-7500
City of Maryland Heights Selective Slab Replacement	City of Maryland Heights	Remove and Replace Selective Slabs all over City limits	\$900,000.00	Cliff Baber 314-291-6550
City of Lake St. Louis Concrete Panel Replacement Program	City of Lake St. Louis	Remove and Replace Selective Slabs over City Limits	\$850,000.00	Terry Rigdon 636-895-4221
***Many more can be provided upon request. We have been doing this type of work for over 25 years.				

"A"-CONT.

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: Bobby Jones

By Todd Wall

Subscribed and sworn to before me this 15th 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

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.

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

*These quantities are expected to vary.

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- 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

SIGNATURE

BUSINESS ADDRESS

TELEPHONE NO

J.M. Marschuetz Construction

Todd Wall

15 Truitt Dr. Eureka, MO 63025

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 Construction (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 **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 Construction (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 **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. Marschneitz Construction Co

Project References

<u>Project Name</u>	<u>Project Location</u>	<u>Project Description</u>	<u>Project Amount</u>	<u>Project Contact</u>
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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
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***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: Bobby Jones

By Todd Wall

Subscribed and sworn to before me this 15th 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 Contract Change Order

Sheet 1 of 1

J M Marschuetz Construction
15 Truitt Drive
Eureka, Missouri 63025

Change Order Number: _____
County: Jefferson

1

To:
You are hereby directed to make the following changes from the contract.

Project # Residential Concrete
replacement project

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	
TOTALS						\$117,562.00	

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

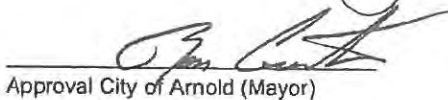
1. Original Contract Amount	\$382,438.00
2. This Change Order	\$117,562.00
3. Previous Change Order(s)	\$0.00
4. Total Change to Date	\$117,562.00
5. Revised Contract Amount (lines 1-4)	\$500,000.00
6. Contract Working Days	90
7. +/- Working Days This Change Order	0
8. Revised Working Days	90
TOTAL ADJUSTMENT (+/-)	\$117,562.00

The work covered by this change order shall be performed under the same Terms and Conditions of the Original Contract, unless otherwise stated.

Agreed to:


Contractor

4/13/16
Date


Approval City of Arnold (Mayor)

4/7/16
Date

 **AIA Document A312™ - 2010**

Payment Bond

HSA-MW-2004

CONTRACTOR:

(Name, legal status and address)

J.M. Marschuetz Construction Co.

15 Truitt Drive
Eureka, MO 63025

OWNER:

(Name, legal status and address)

City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

CONSTRUCTION CONTRACT

Date: 4/11/2016

Five Hundred Thousand And No/100THS

Amount:

\$500,000.00

Description:

(Name and location) Residential Concrete Street Replacement

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 4/11/2016

(Not earlier than Construction Contract Date)

Five Hundred Thousand And No/100THS

Amount:

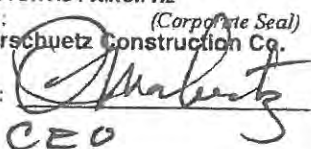
\$500,000.00

Modifications to this Bond: None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
J.M. Marschuetz Construction Co.

Signature: 

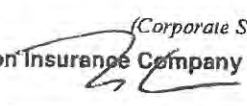
Name and Title: CEO

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

Hudson Insurance Company

Signature: 

Name and Title: Todd A. Schaap
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Shorewest Surety Services, Inc.

2626 49th Drive

Franksville, WI 53126

(262)835-9649

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

AIA Document A312™ - 2010

Performance Bond

HSA-MW-2004

CONTRACTOR:

(Name, legal status and address)
J.M. Marschuetz Construction Co.

15 Trullitt Drive
Eureka, MO 63025

OWNER:
(Name, legal status and address)

City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

CONSTRUCTION CONTRACT

Date: 4/11/2016

Amount:

Five Hundred Thousand And No/100THS

Description:

(Name and location) \$500,000.00
Residential Concrete Street Replacement

BOND

Date: 4/11/2016

(Not earlier than Construction Contract Date)

Five Hundred Thousand And No/100THS

Amount:

\$500,000.00

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
J.M. Marschuetz Construction Co.

Signature: 

Name
and Title: CEO

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
Hudson Insurance Company

Signature: 

Name
and Title: Todd A. Schaap
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Shorewest Surety Services, Inc.
2626 49th Drive
Franksville, WI 53126
(262)835-9576

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



CERTIFICATE OF LIABILITY INSURANCE

JMMARSC-01

GAILO

DATE (MM/DD/YYYY)
3/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles L. Crane Agency Co. 100 N Broadway, Ste 900 Saint Louis, MO 63102	CONTACT NAME: _____
	PHONE (A/C, No, Ext): (314) 241-8700 FAX (A/C, No): (314) 444-4970 E-MAIL ADDRESS: _____
INSURED JM Marschuetz Construction Co. Stan Bramer 15 Truitt Drive Eureka, MO 63025	INSURER(S) AFFORDING COVERAGE
	INSURER A: BITCO National Insurance Company NAIC # 20109
	INSURER B: BITCO General Insurance Corporation 20095
	INSURER C: Hartford Fire Insurance Co. 19682
	INSURER D: _____
	INSURER E: _____ INSURER F: _____

COVERAGES

CERTIFICATE NUMBER:


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	X	CLP3620302	05/08/2015	05/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS \$1000 Comp <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS \$1000 Coll <input checked="" type="checkbox"/>		CAP3620303	05/08/2015	05/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2808708	05/08/2015	05/08/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC3620301	05/08/2015	05/08/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rent Equip		84MSVV4134	05/08/2015	05/08/2016	per item 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 2016 Residential Concrete Street Replacement
 City of Arnold is included as additional insured under the general liability coverage as respects written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Arnold 2101 Jeffco Blvd. Arnold, MO 63010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. <input type="checkbox"/> Partnership and Joint Venture Extension | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage - Ongoing Operations | O. <input type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | P. <input type="checkbox"/> Property Damage Liability - Elevators |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | Q. <input type="checkbox"/> Property Damage to the Named Insured's Work |
| E. <input type="checkbox"/> Unintentional Failure to Disclose Hazards | R. <input type="checkbox"/> Care, Custody or Control |
| F. <input type="checkbox"/> Broadened Mobile Equipment | S. <input type="checkbox"/> Electronic Data Liability Coverage |
| G. <input type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | T. <input type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| H. <input type="checkbox"/> Nonemployment Discrimination | U. <input checked="" type="checkbox"/> Automatic Additional Insureds - Managers or Lessors of Premises |
| I. <input type="checkbox"/> Liquor Liability | V. <input checked="" type="checkbox"/> Automatic Additional Insureds - State or Governmental Agency or Political Subdivisions - Permits or Authorizations |
| J. <input type="checkbox"/> Broadened Conditions | W. <input type="checkbox"/> Contractors Automatic Additional Insured Coverage - Completed Operations |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds - Equipment Leases | X. <input type="checkbox"/> Additional Insured - Engineers, Architects or Surveyors |
| L. <input type="checkbox"/> Suits Against Dredges and Barges | |
| M. <input type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

~~A. PARTNERSHIP AND JOINT VENTURE EXTENSION~~

~~The following provision is added to SECTION II - WHO IS AN INSURED:~~

~~The last full paragraph which reads as follows:~~

~~No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.~~

~~Is deleted and replaced with the following:~~

RESIDENTIAL CONCRETE STREET REPLACEMENT PROJECT LOCATIONS FOR 2017 BUDGET YEAR

STREET LOCATIONS BY WARDS

WARD 1

1. Robin, Thrush, Wren
2. Riverbluff, Lake Point Circle, Riverbend Court, and Bluffview Heights
3. Berrywood Court
4. Sur Vista

WARD 2

1. St. John's Crossing, St. Stephen, St. Christopher, St. Martin, and St. Francis
2. Rosedale and Rosedale Court
3. Briarwood Manor, Cromwell, Chauer, Cambridge

WARD 3

1. Hickory Manor, Hickory Ridge Trail, and Creekside Trail
2. Fox Pointe and Fox Meadow
3. Dohack and During Circle

WARD 4

1. Bender, Cheryl and Parkridge
2. Key West
3. Doe Run, Buck, Buck Court, and Twin Fawn

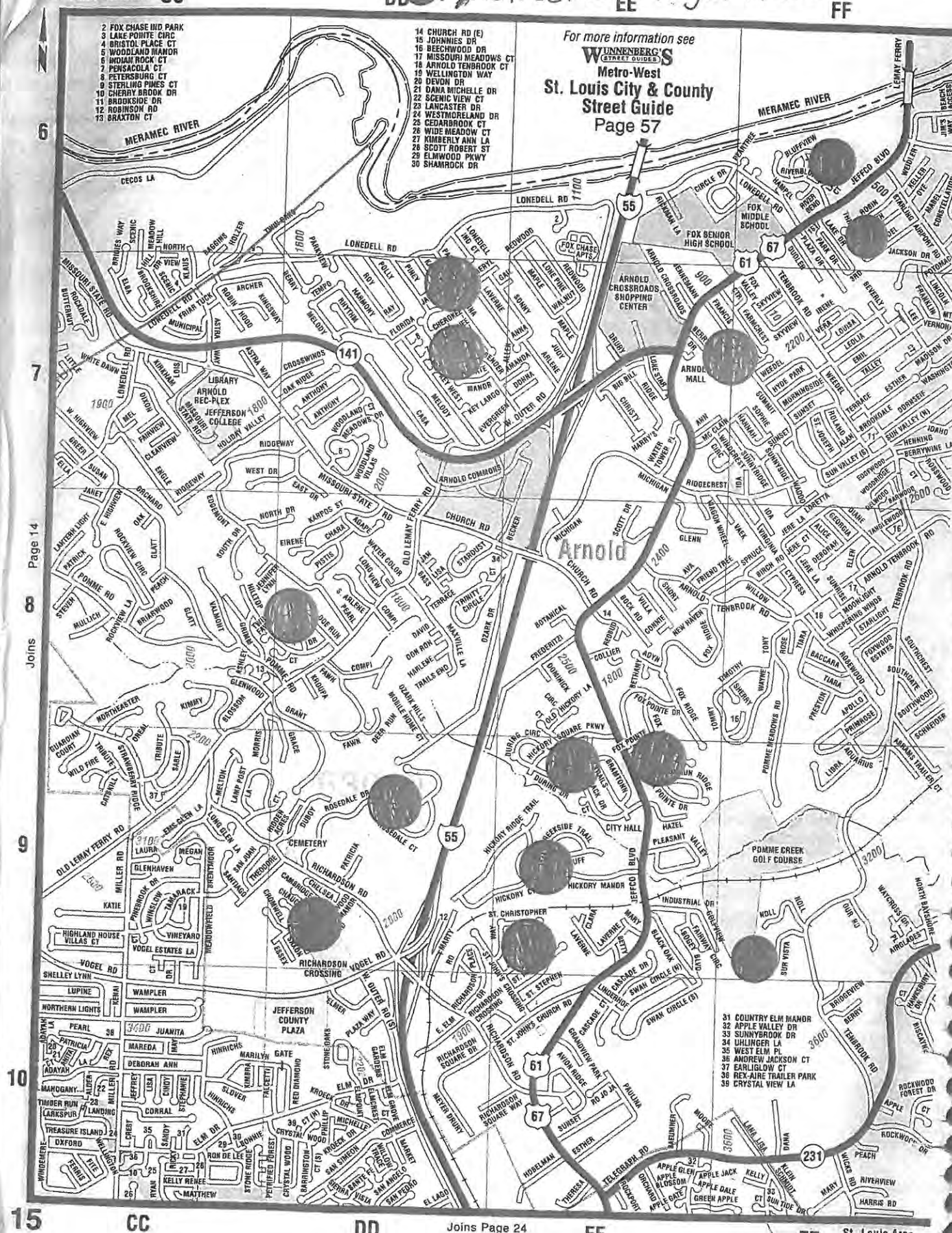
NOTE: Each Ward would be allotted approximately \$125,000 (one quarter of the budgeted \$500,000) for concrete street slab replacement which will equate in the area of 2,500 square yards of concrete street replacement (or about 86-20' x 13' street slab sections). All subject to vary depending upon subbase condition and crush rock base provided.

For more information see
WUNNENBERG'S
(STREET GUIDES)
Metro-West
St. Louis City & County
Street Guide
Page 57

- 2 FOX CHASE BLD PARK
- 4 LAKE POINTE CIRC
- 5 BRISTOL PLACE CT
- 6 WOODLAND MANOR
- 7 INDIAN ROCK CT
- 8 PENSACOLA CT
- 9 PETERSBURG CT
- 10 STERLING PINES CT
- 11 CHERRY BROOK DR
- 12 BROOKSIDE DR
- 13 ROBINSON DR
- 14 BRAXTON CT

- 14 CHURCH RD (E)
- 15 JOHNNIES DR
- 16 MISSOURI MEADOWS CT
- 17 ARNOLD TENBROOK CT
- 18 WELINGTON WAY
- 19 DEVON DR
- 20 DANA MICHELLE DR
- 21 SCENIC VIEW CT
- 22 LANCASTER DR
- 23 WESTMORELAND DR
- 24 CEDARBROOK CT
- 25 WIDE MEADOW CT
- 26 KINDERLY ANN LA
- 27 SCOTT ROBERT ST
- 28 ELMWOOD PKWY
- 29 SHAMROCK DR

- 31 COUNTRY ELM MANOR
- 32 APPLE VALLEY DR
- 33 SUNNYBROOK DR
- 34 UHLINGER LA
- 35 WEST ELM PL
- 36 ANDREW JACKSON CT
- 37 EARLIGLOW CT
- 38 REV-AIRE TRAILER PARK
- 39 CRYSTAL VIEW LA



Page 14
Joins
8
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CITY OF ARNOLD, CITY COUNCIL, AUGUST 18, MEETING

TO: THE MAYOR AND CITY COUNCIL
FROM: MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CITY OF ARNOLD TRANSITION PLAN RELATED TO PEDESTRIAN ACCESS
DATE: AUGUST 12, 2016
CC:

The Americans with Disability (ADA) Act of 1990, specifically Title II, required public entities with more than 50 employees review their facilities, including transportation facilities, to identify barriers for Americans with disabilities in accessing facilities, services, programs, and systems. Upon identification, the public entities were to create a plan for removal of the barriers, known as the Transition Plan.* Title II has additional requirements but tonight's issue is pertaining to the first step in creating the City of Arnold's Transition Plan and a specific barrier identified, which are the existing use in place (UIP) sidewalks along Tenbrook Road

The City of Arnold received a Safe Routes to School (SRTS) grant to construct a new sidewalk to connect two existing sidewalks for a continuous stretch of sidewalks on Tenbrook Road from Jeffco Blvd. to Arnold Tenbrook Road. Plans were submitted to MoDOT (showing UIP sidewalks with upgrades to comply with ADA) and preliminary approval was given in late summer of 2014. Since that time, we have proceeded to acquire right-of-way and finalize construction plans. Recently, we received word that the final plans were not approved due to the UIP sidewalks and not compliant with ADA regulations. We met on site and walked the existing sidewalks measuring for cross slope, slope, width and trip hazards. As a result, a majority of the existing sidewalks must be removed and replaced due to cross slope and in some areas slope, width and trip hazards. So we do not lose our SRTS grant, MoDOT said to add this work to our Transition Plan. In researching this topic, I have been unable to find a transition plan for the City. Due to this result, Staff has created the first phase of the City of Arnold's Transition Plan specifically related to the existing sidewalks along Tenbrook Road.

Attached is a draft plan that will be added as Appendix F to our Transportation Plan, adopted in 2003 by Resolution 03-44 (and you all have been provided a copy of that plan). Please note, the schedule for completion is over ten years and the City must commit to the schedule and have completed in ten years if not sooner. The cost estimates are very preliminary and reflect potential property acquisition and utility relocations (near Arnold Tenbrook Road, there are three power poles that prevent the sidewalk from meeting even the four foot width).

Staff is recommending approval of this resolution to adopt a first phase of the City of Arnold's Transition Plan as Appendix F to the Transportation Plan with a modified recommendation from the plan to incorporate Appendix F.

***II-8.3000 Transition plan.** Where structural modifications are required to achieve program accessibility, a public entity with 50 or more employees must do a transition plan by July 26, 1992, that provides for the removal of these barriers. Any structural modifications must be completed as expeditiously as possible, but, in any event, by January 26, 1995.

What are the elements of an acceptable transition plan? A transition plan should contain at a minimum --

- 1) A list of the physical barriers in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities;
- 2) A detailed outline of the methods to be utilized to remove these barriers and make the facilities accessible;
- 3) The schedule for taking the necessary steps to achieve compliance with title II. If the time period for achieving compliance is longer than one year, the plan should identify the interim steps that will be taken during each year of the transition period; and,
- 4) The name of the official responsible for the plan's implementation.

RESOLUTION NO. 16-48

A RESOLUTION AMENDING THE COMPREHENSIVE
TRANSPORTATION PLAN FOR THE CITY OF ARNOLD

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Comprehensive Transportation Plan dated August 2001 and adopted June 19, 2003 is hereby amended to include revised 10.5 Recommendations #1 and the addition the City of Arnold's Transition Plan as Appendix F. A copy of said amendments are attached hereto and made a part hereof by reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

August 12, 2016

H:\CITYDOCS\RESOLUTN\transportationplanappendixF.DOC

sidewalks and bicycle paths throughout the City as well as specific proposed roadway improvements within the City.

10.5 Recommendations

For the twenty-year period (2000-2020) the City of Arnold should focus on the following plan implementation strategies:

1. Sidewalks should be constructed or upgraded to meet the requirements of the ADA. **Please see Appendix F, City of Arnold Transition Plan for identified projects to meet this recommendation.** In addition, a network of sidewalks that provides continuity is recommended to provide pedestrian access between commercial and residential areas.
2. Consider multi-modal issues such as pedestrian paths and bicycle facilities when considering large-scale road reconstruction or expansion.
3. All new signalized intersections should perform no worse than LOS C with no single movement worse than LOS D in the design year. The 2000 HCM, or most current edition, should be used to determine the adequacy of future signal operation.
4. The Church Road widening will provide a needed east-west access road across the City of Arnold and should help to reduce congestion along other east-west arterials.
5. Implement a pavement management system in the City of Arnold, using this plan as a starting point. Condition ratings should be made annually to update the plan.
6. Consider funding for bus routes that serve the City of Arnold and provide links to major centers of employment, such as shopping malls or downtown St. Louis.
7. Develop short-term and long-term funding strategies for the implementation of improvements and maintenance of the pavement system as outlined in this report.
8. Review development plans and traffic studies to determine the impact of the proposed development with regard to the proposed roadway improvement recommendations in this report.
9. Developments as they occur may revise the priorities discussed in this report. Other projects may become necessary and the Comprehensive Transportation Plan should be reviewed and updated on a periodic basis.

APPENDIX F

City of Arnold Transition Plan Related to Pedestrian Walkways

Project: Tenbrook Road - **Existing** Sidewalks from Jeffco Blvd to Arnold Tenbrook Road.

The existing use in place sidewalks have been identified (please refer to attached plans) as non-compliant with the Americans with Disabilities Act in width, cross slope, slope and trip hazards. The majority of the existing sidewalks will need to be removed and rebuilt to meet the current (then current) standards of the Americans with Disabilities Act.

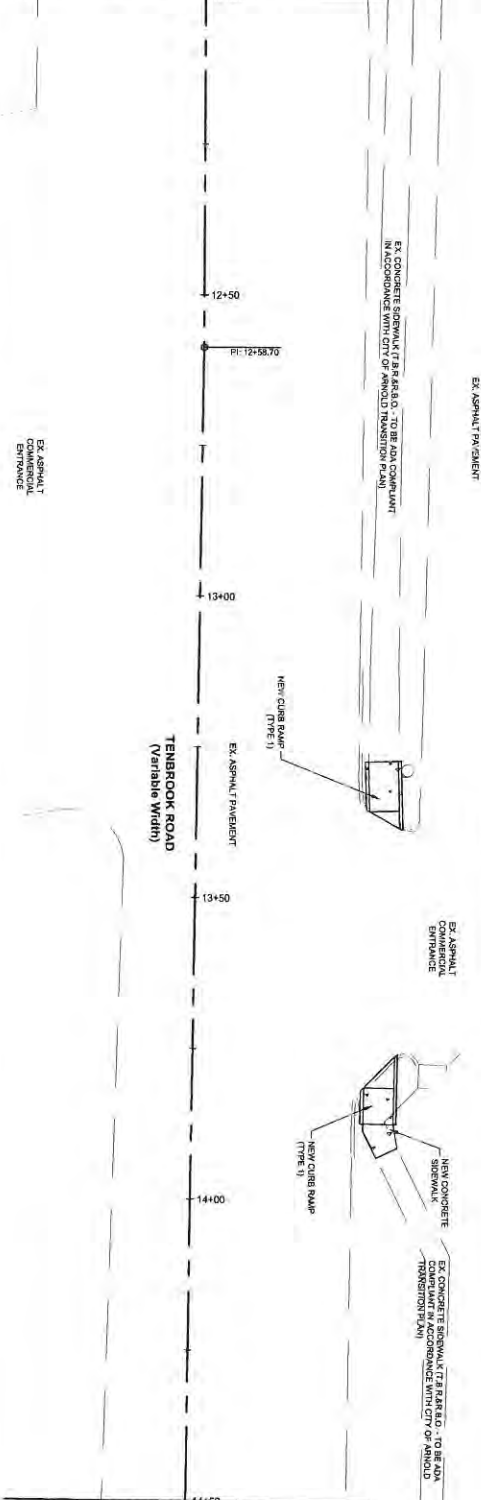
The timing of the removal and rebuild will take place over the course of next ten years, if not sooner, and will be budgeted for in each fiscal year to accommodate the work to include inspection of sidewalk, property acquisition, utility relocates, removal of existing sidewalk, grading, sub-base, and construction of new sidewalk in various locations.

The cost estimate is approximately \$250,000 over the course of ten years to accommodate the increase in material, property values, utility relocates and labor. This amount may fluctuate and need adjustment from time to time.

FY2018*	\$25,000
FY 2019	\$25,000
FY 2020	\$25,000
FY2021	\$25,000
FY2022	\$25,000
FY2023	\$25,000
FY2024	\$25,000
FY2025	\$25,000
FY2026	\$25,000
FY2027	\$25,000

***Fiscal year runs September 1 through August 31**

MATCH LINE STA. 12+00



STATION 12+50

STATION 13+00

STATION 13+50

STATION 14+00

MATCH LINE STA. 14+50



GRAPHIC LEGEND
NEW ASPHALT PAVEMENT
NEW CONCRETE ENTRANCE
NEW CONCRETE SIDEWALK



SCALE 1" = 10'

PLAN / PLAN SHEET
SHEET 1 OF 11
TENBROOK ROAD
SAFE ROUTE TO SCHOOL
SRTS-INF-H32F(105)
CITY OF ARNOLD,
JEFFERSON COUNTY, MISSOURI

HORNER SHIFFRIN
401 S. 16TH STREET, SUITE 400,
SAINT LOUIS, MISSOURI 63103-2296
314.631-4821 FAX 314.631-6589
WWW.HORNERSHIFFRIN.COM
Dick W. Horner, Professional Engineering
Certificate of Authority: 001163
Expiration Date: December 31, 2016



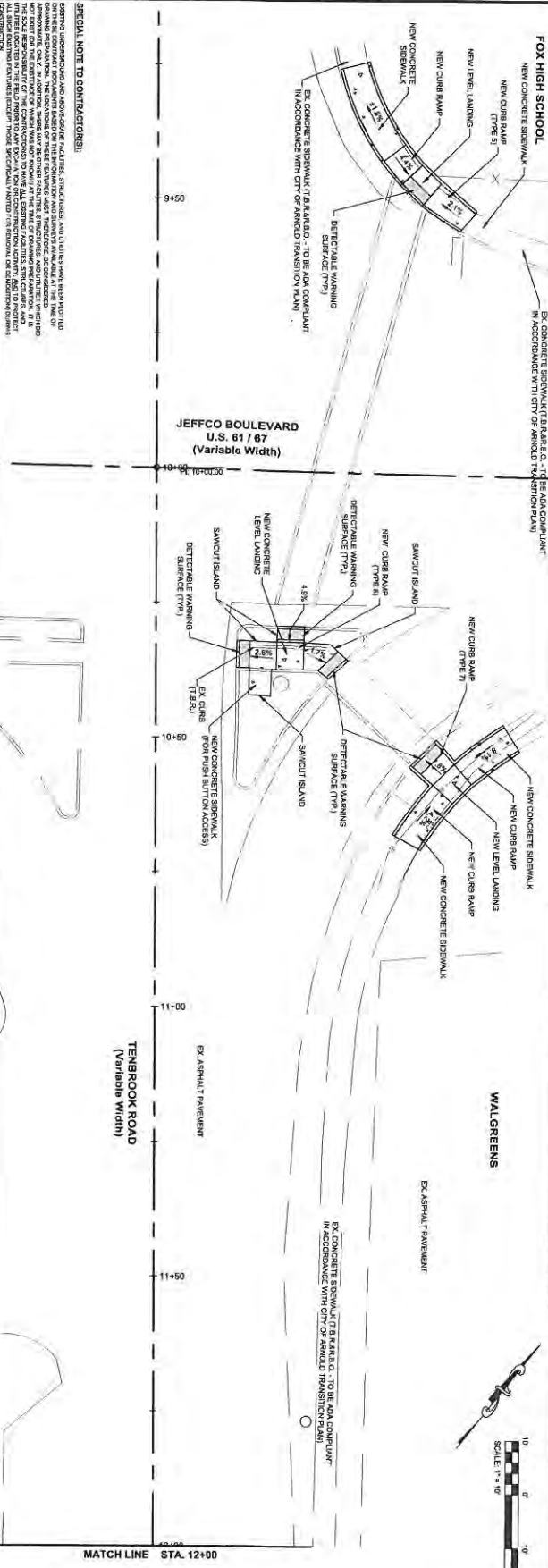
CITY OF ARNOLD
2101 JEFFCO BOULEVARD
ARNOLD, MO 63015
636-296-2100
www.arnoldmo.org

DATE	DESCRIPTION

PROJECT NO.	SRTS-INF-H32F(105)
BROURE NO.	

ROUTE	STATE
MO	MO
DISTRICT	SHEET NO.
JEFFERSON	3
JOB NO.	1400000
CONTRACT NO.	
DESIGNED BY	SRTS-INF-H32F(105)
APPROVED BY	

ENGINEER'S SEAL
STATE OF MISSOURI
Professional Engineer
Jefferson County, Missouri
No. 001163
Expiration Date: December 31, 2016



STATION 9+50

STATION 10+50

STATION 11+50

MATCH LINE STA. 12+00



SCALE 1" = 10'

SPECIAL NOTE TO CONTRACTORS:
EXISTING UNDERPASS AND ABOVEGRADE FACILITIES STRUCTURES AND UTILITIES HAVE BEEN MAINTAINED AND RECONSTRUCTED TO MEET THE DESIGN SPEED AND RATED LOAD REQUIREMENTS OF THE FUTURE ROADWAY AND TRAVEL LANE. THE DESIGN SPEED AND RATED LOAD REQUIREMENTS OF THE FUTURE ROADWAY AND TRAVEL LANE ARE 45 MPH AND 12.5 KIPS/AXLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING STRUCTURES AND UTILITIES TO MEET THE DESIGN SPEED AND RATED LOAD REQUIREMENTS OF THE FUTURE ROADWAY AND TRAVEL LANE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING STRUCTURES AND UTILITIES TO MEET THE DESIGN SPEED AND RATED LOAD REQUIREMENTS OF THE FUTURE ROADWAY AND TRAVEL LANE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING STRUCTURES AND UTILITIES TO MEET THE DESIGN SPEED AND RATED LOAD REQUIREMENTS OF THE FUTURE ROADWAY AND TRAVEL LANE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING STRUCTURES AND UTILITIES TO MEET THE DESIGN SPEED AND RATED LOAD REQUIREMENTS OF THE FUTURE ROADWAY AND TRAVEL LANE.

FOX HIGH SCHOOL
NEW CONCRETE SIDEWALK - TO BE ADA COMPLIANT
NEW CURB RAMP (TYPE 8)
NEW LEVEL LANDING
NEW CONCRETE SIDEWALK
DETECTABLE WARNING SURFACE (TYP.)
EX. CONCRETE SIDEWALK (TO BE ADA COMPLIANT IN ACCORDANCE WITH CITY OF ARNOLD TRANSITION PLAN)

JEFFCO BOULEVARD
U.S. 61 / 67
(Variable Width)

STATION 10+50

STATION 11+50

STATION 10+50

STATION 11+50

STATION 10+50

STATION 11+50

STATION 10+50

STATION 11+50

STATION 10+50

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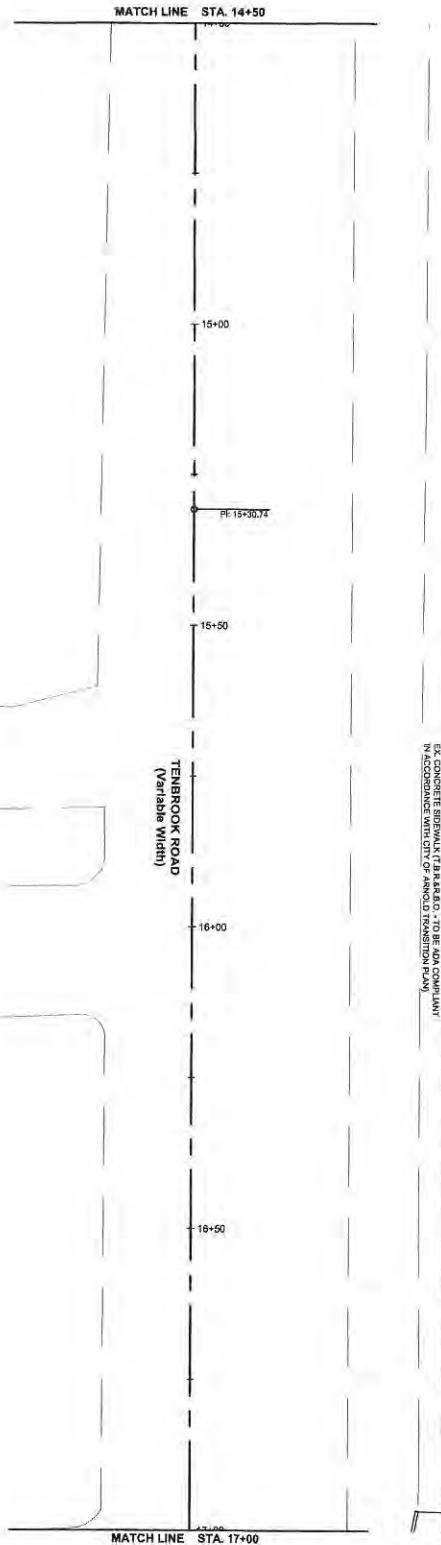
EX. ASPHALT PAVEMENT
NEW CONCRETE SIDEWALK - TO BE ADA COMPLIANT
NEW CURB RAMP (TYPE 7)
NEW LEVEL LANDING
NEW CONCRETE SIDEWALK
NEW CURB RAMP (TYPE 7)
NEW CONCRETE SIDEWALK

WALGREENS
EX. ASPHALT PAVEMENT
NEW CONCRETE SIDEWALK
NEW CURB RAMP (TYPE 7)
NEW LEVEL LANDING
NEW CONCRETE SIDEWALK
NEW CURB RAMP (TYPE 7)
NEW CONCRETE SIDEWALK

WALGREENS
EX. ASPHALT PAVEMENT
NEW CONCRETE SIDEWALK
NEW CURB RAMP (TYPE 7)
NEW LEVEL LANDING
NEW CONCRETE SIDEWALK
NEW CURB RAMP (TYPE 7)
NEW CONCRETE SIDEWALK

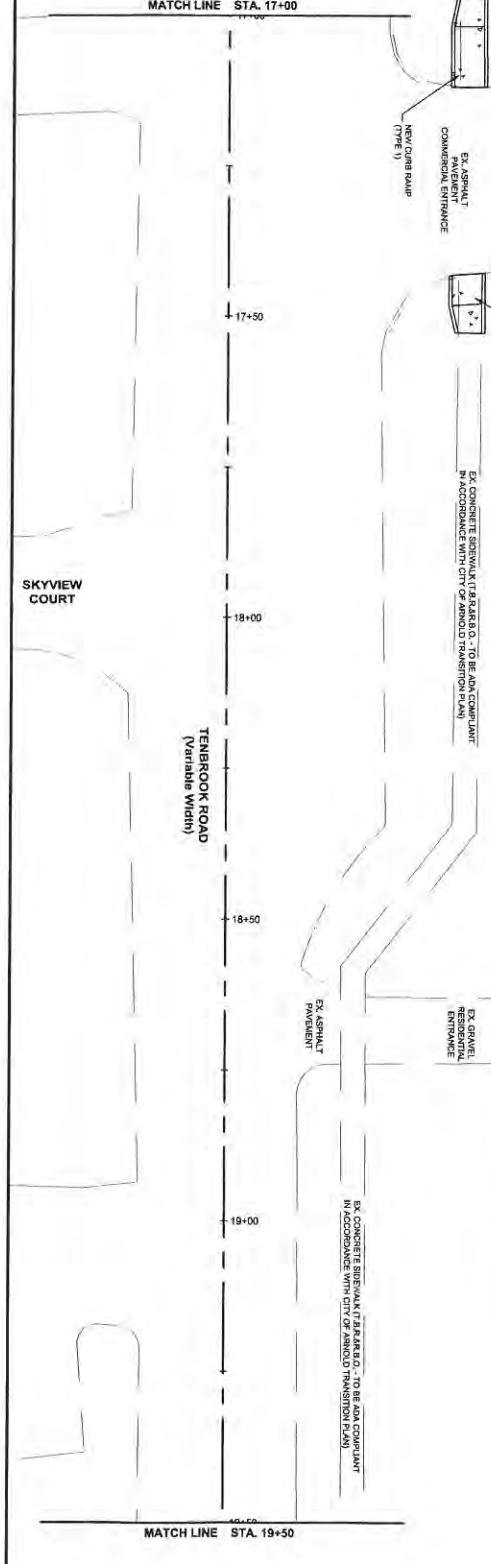
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NEW CURB RAMP (TYPE 7)
NEW CONCRETE SIDEWALK
NEW CURB RAMP (TYPE 7)
NEW CONCRETE SIDEWALK

SPECIAL NOTE TO CONTRACTORS:
 CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, UTILITIES, AND ERECTIONS HAVE BEEN PORTED TO THE PLANNING AND DESIGN DATA. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, UTILITIES, AND ERECTIONS HAVE BEEN PORTED TO THE PLANNING AND DESIGN DATA. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, UTILITIES, AND ERECTIONS HAVE BEEN PORTED TO THE PLANNING AND DESIGN DATA. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, UTILITIES, AND ERECTIONS HAVE BEEN PORTED TO THE PLANNING AND DESIGN DATA. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, UTILITIES, AND ERECTIONS HAVE BEEN PORTED TO THE PLANNING AND DESIGN DATA.



GRAPHIC LEGEND

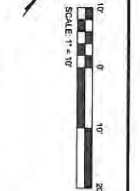
- NEW ASPHALT PAVEMENT
- NEW CONCRETE ENTRANCE
- NEW CONCRETE SIDEWALK



EX CONCRETE SIDEWALK (T.P.A.R.E.D.O. - TO BE AWA COMPLIANT
 IN ACCORDANCE WITH CITY OF ARNOLD TRANSITION PLAN)

EX CONCRETE SIDEWALK (T.P.A.R.E.D.O. - TO BE AWA COMPLIANT
 IN ACCORDANCE WITH CITY OF ARNOLD TRANSITION PLAN)

EX CONCRETE SIDEWALK (T.P.A.R.E.D.O. - TO BE AWA COMPLIANT
 IN ACCORDANCE WITH CITY OF ARNOLD TRANSITION PLAN)



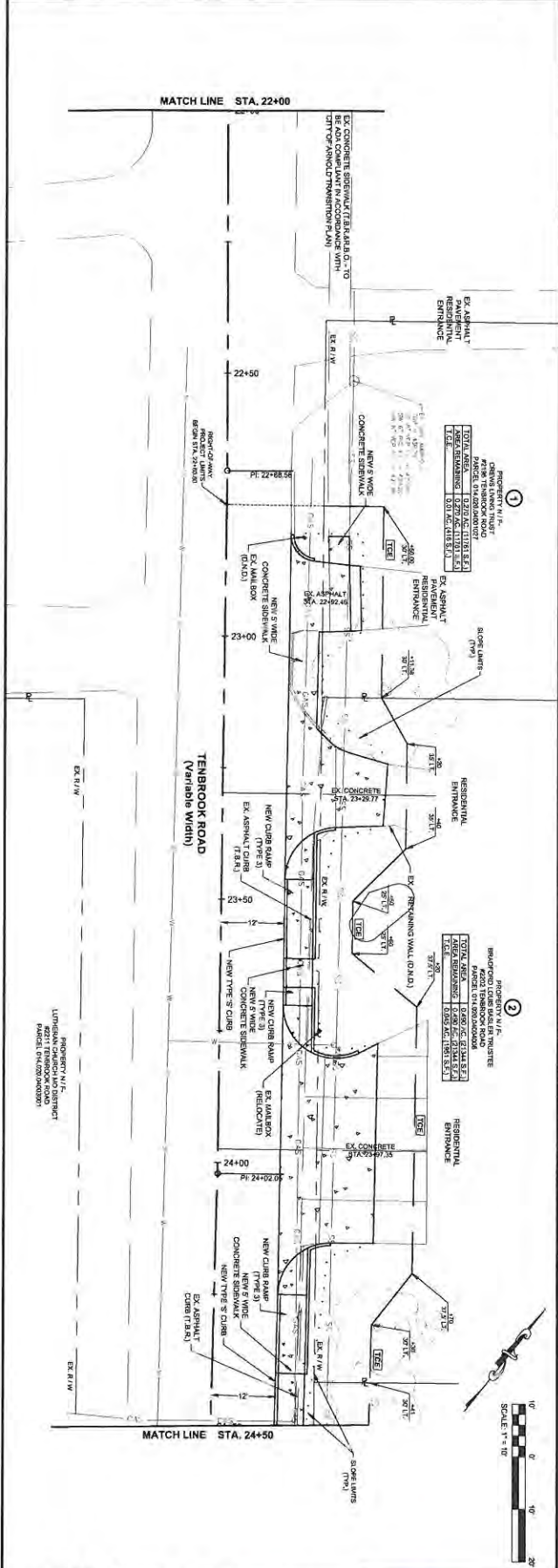
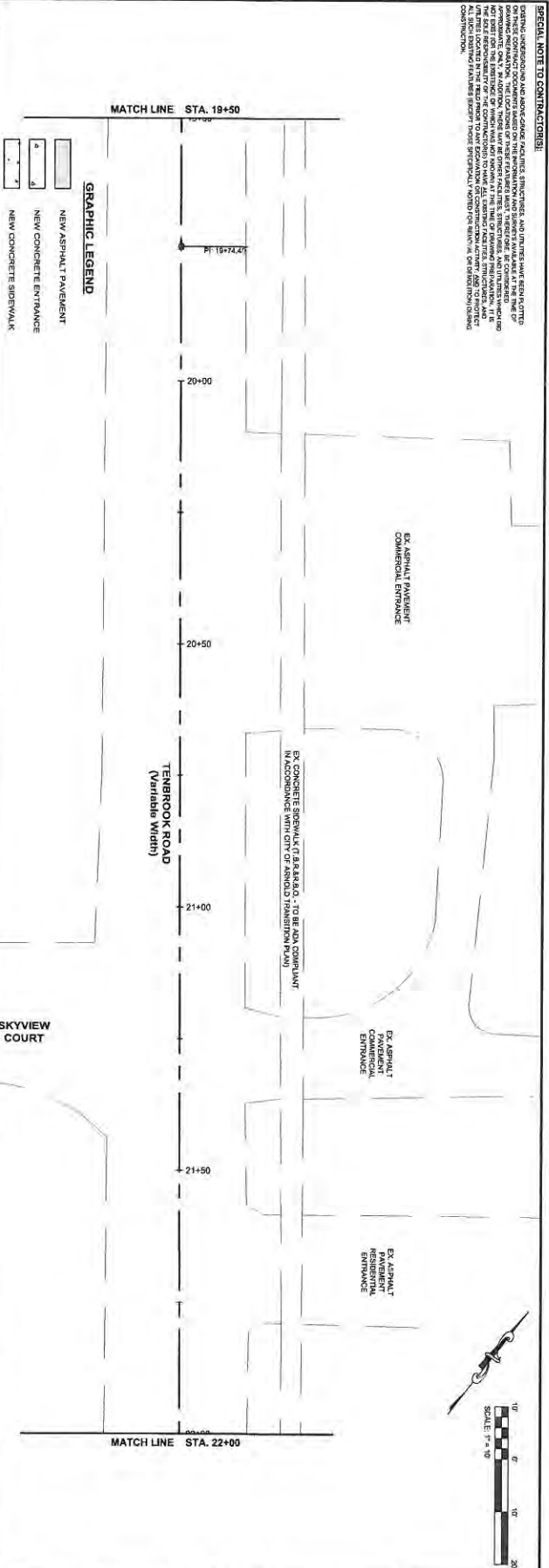
PLAN / PLAN SHEET
 SHEET 2 OF 11
 TENBROOK ROAD
 SAFE ROUTE TO SCHOOL
 SRTS-INF-H32F(105)
 CITY OF ARNOLD,
 JEFFERSON COUNTY, MISSOURI

DATE	DESCRIPTION

ENGINEER'S SEAL

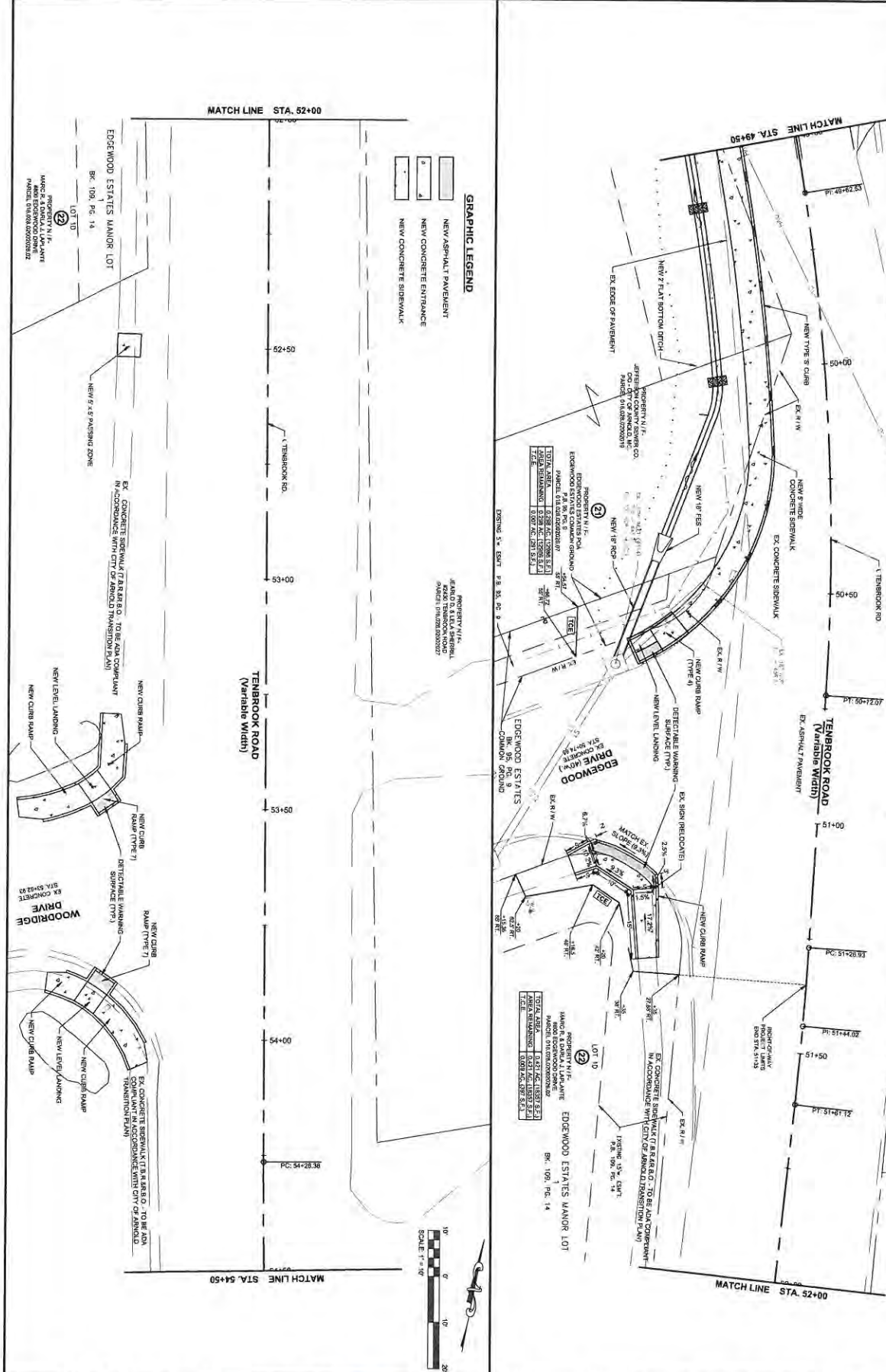
DISTRICT: COUNTY 4 STATE MO
 SHEET NO. 11
 PROJECT NO. SRTS-INF-H32F(105)
 BROCK NO. 088/2018
 DATE PREPARED: 08/20/18

SPECIAL NOTE TO CONTRACTORS:
 DRAWING INTERSECTION AND ADJACENT FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN OBTAINED FROM THE CITY OF ARNOLD AND THE COUNTY OF JEFFERSON. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL INFORMATION AND SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES AND STRUCTURES.



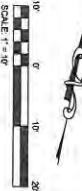
PLAN / PLAN SHEET SHEET 3 OF 11 TENBROOK ROAD SAFE ROUTE TO SCHOOL SRTS-INF-H32F(105) CITY OF ARNOLD, JEFFERSON COUNTY, MISSOURI	HORNER SHIFFIN 401 S. 16TH STREET, SUITE 400, SAINT LOUIS, MISSOURI 63103-2296 314-863-4321 FAX 314-863-8582 WWW.HORNERSHIFFIN.COM Discipline: Professional Engineering Certificate of Authority: 000019 Expiration Date: December 31, 2016	CITY OF ARNOLD 2101 JEFFCO BOULEVARD ARNOLD, MO 63010 636-286-2100 www.arnoldmo.org	DATE	DESCRIPTION	<table border="1"> <tr><td>PROJECT NO.</td><td>SRTS-INF-H32F(105)</td></tr> <tr><td>BRIDGE NO.</td><td></td></tr> <tr><td>COUNTY</td><td>JEFFERSON</td></tr> <tr><td>JOB NO.</td><td>1400000</td></tr> <tr><td>CONTRACT NO.</td><td></td></tr> <tr><td>DISTRICT</td><td>5</td></tr> <tr><td>STATE</td><td>MO</td></tr> <tr><td>ROUTE</td><td>0806/2216</td></tr> <tr><td>DATE PREPARED</td><td>08/09/2016</td></tr> <tr><td>DRAWN BY</td><td>JW/MS</td></tr> </table>	PROJECT NO.	SRTS-INF-H32F(105)	BRIDGE NO.		COUNTY	JEFFERSON	JOB NO.	1400000	CONTRACT NO.		DISTRICT	5	STATE	MO	ROUTE	0806/2216	DATE PREPARED	08/09/2016	DRAWN BY	JW/MS
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SPECIAL NOTE TO CONTRACTORS:
 DISTRICT SUPERVISOR AND ARCHITECT HAVE REVIEWED THE DRAWINGS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY OF ARNOLD STANDARDS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ARNOLD AND THE MISSOURI DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ARNOLD AND THE MISSOURI DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ARNOLD AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.



GRAPHIC LEGEND

- NEW ASPHALT PAVEMENT
- NEW CONCRETE ENTRANCE
- NEW CONCRETE SIDEWALK



PLAN / PLAN SHEET
 SHEET 9 OF 11
TENBROOK ROAD
SAFE ROUTE TO SCHOOL
SRTS-INF-H32F(105)
 CITY OF ARNOLD,
 JEFFERSON COUNTY, MISSOURI

HORNER SHIFRIN
 401 S. 18TH STREET, SUITE 400,
 SAINT LOUIS, MISSOURI 63103-2296
 314-537-4321 FAX 314-537-6565
 WWW.HORNERSHIFRIN.COM
 Discipline: Professional Engineering
 Certificate of Authority: 001159
 Expiration Date: December 31, 2016

CITY OF ARNOLD
 2101 JEFFCO BOULEVARD
 ARNOLD, MO 63010
 636-292-6100
 www.arnoldmo.org

DATE	DESCRIPTION

ENGINEER'S SEAL

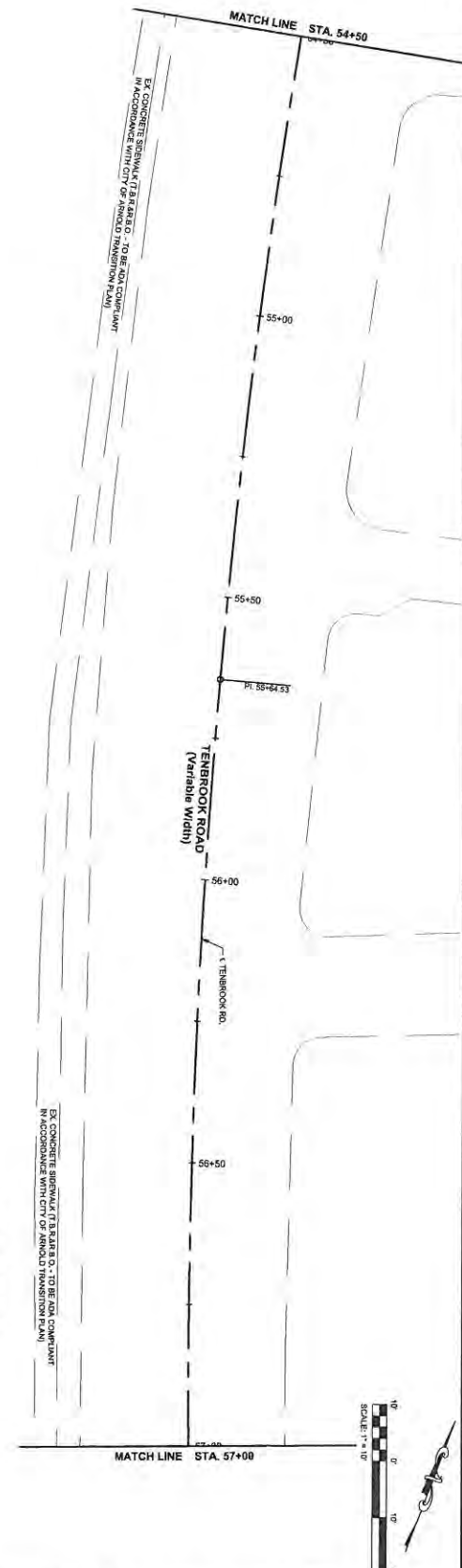
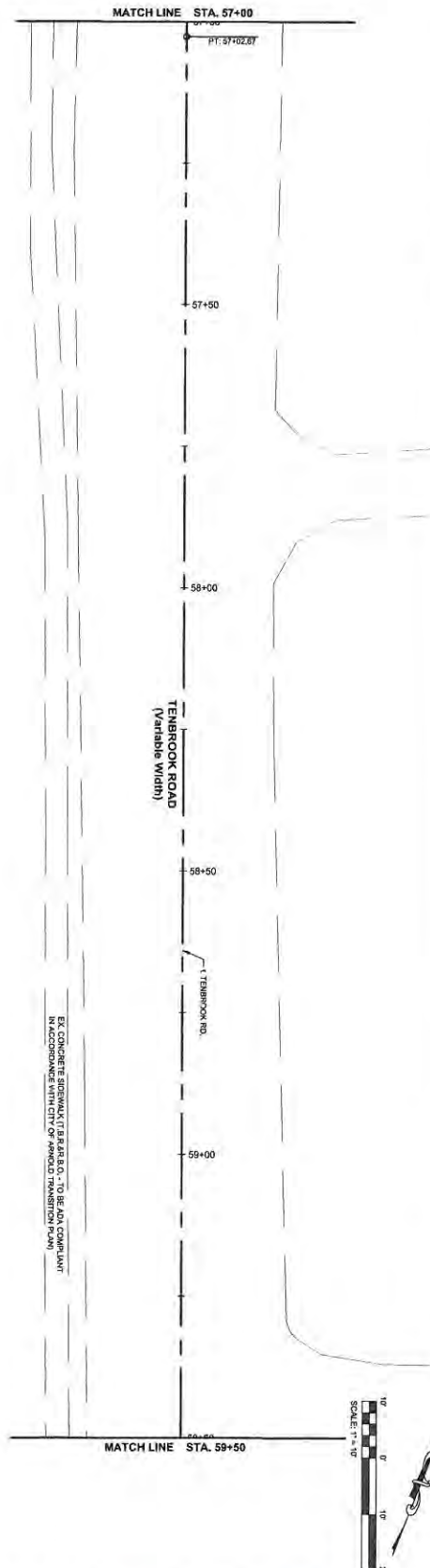
STATE OF MISSOURI
 JEFFERSON COUNTY
 PROFESSIONAL ENGINEER
 MATTHEW SHIFRIN
 No. 11400001

PROJECT NO. SRTS-INF-H32F(105)
 SHEET NO. 9 OF 11

DISTRICT: 11
 COUNTY: JEFFERSON
 JOB NO. 1400000
 CONTRACT ID. 08/20/2016

ROUTE: TENBROOK RD
 STATE: MO
 DISTRICT: 11

SPECIAL NOTE TO CONTRACTOR:
 EXISTING IMPROVEMENTS AND IMPROVEMENTS INDICATED BY THIS PLAN, AND UTILITIES HAVE BEEN OBTAINED FROM THE CITY OF ARNOLD. THE LOCATION OF THESE UTILITIES SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING UTILITIES AND REPAIR OF EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING UTILITIES AND REPAIR OF EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING UTILITIES AND REPAIR OF EXISTING UTILITIES.



GRAPHIC LEGEND

- NEW ASPHALT PAVEMENT
- NEW CONCRETE ENTRANCE
- NEW CONCRETE SIDEWALK

EX CONCRETE SIDEWALK (T.B. & S. O. - TO BE ADA COMPLIANT IN ACCORDANCE WITH CITY OF ARNOLD TRANSMISSION PLAN)

EX CONCRETE SIDEWALK (T.B. & S. O. - TO BE ADA COMPLIANT IN ACCORDANCE WITH CITY OF ARNOLD TRANSMISSION PLAN)

PLAN / PLAN SHEET
 SHEET 10 OF 11
 TENBROOK ROAD
 SAFE ROUTE TO SCHOOL
 SRTS-INF-H32F(105)
 CITY OF ARNOLD,
 JEFFERSON COUNTY, MISSOURI

HORNER SHIFRIN
 401 S. 18TH STREET, SUITE 400,
 SAINT LOUIS, MISSOURI 63103-2296
 314.651.4421 FAX 314.651.4595
 WWW.HORNERSHFIRN.COM
 Disclaimer: Professional Engineering
 Certificate of Authority 000159
 Expiration Date: December 31, 2019

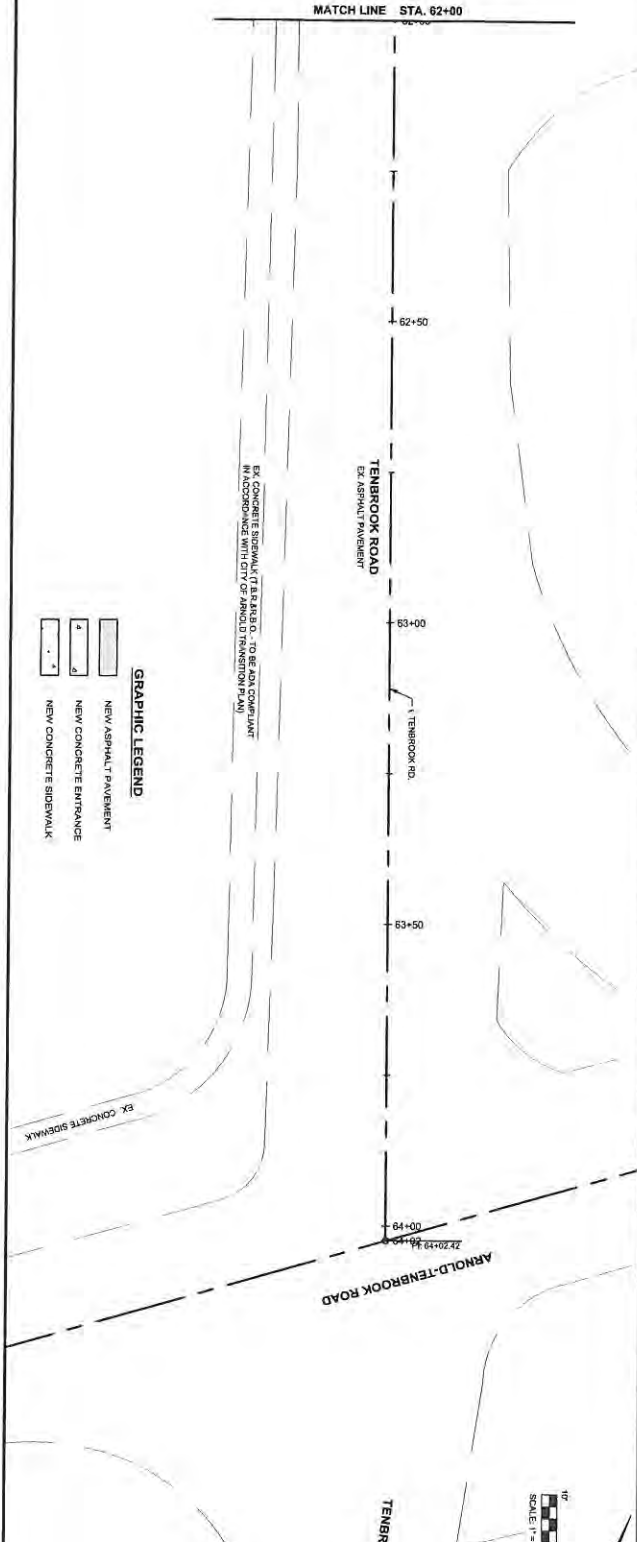
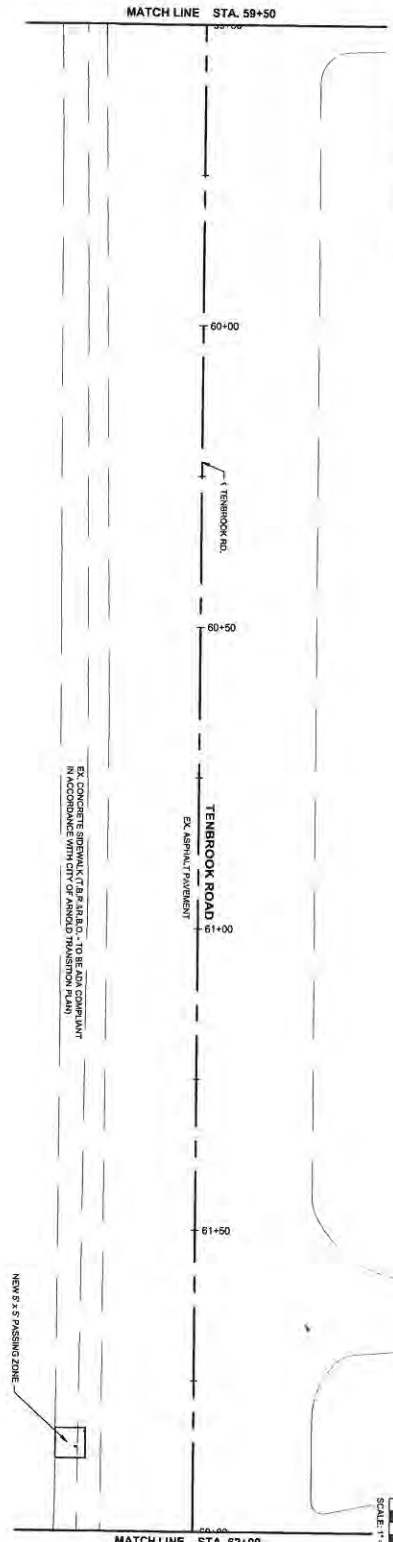
CITY OF ARNOLD
 2101 JEFFCO BOULEVARD
 ARNOLD, MO 63010
 636-295-2100
 www.arnoldmo.org

DATE	DESCRIPTION

PROJECT NO. SRTS-INF-H32F(105)
 BRIDGE NO.
 ROUTE STATE
 0009/2015 MO
 DISTRICT BRIDGE NO. 12
 COUNTY JEFFERSON
 JOB NO. 140808
 CONTRACT NO.

ENGINEER'S SEAL
 STATE OF MISSOURI
 REGISTERED PROFESSIONAL ENGINEER
 ANTAGAMA
 No. 140808
 5/1/14

SPECIAL NOTE TO CONTRACTORS:
 EXISTING CONDITIONS AND APPROXIMATE LOCATIONS, DIMENSIONS, AND UTILITIES HAVE BEEN PLOTTED FROM AERIAL PHOTOGRAPHS AND FIELD SURVEY DATA. THE LOCATION OF UTILITIES SHOWN THEREON IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR THE DESIGN OR CONSTRUCTION OF ANY STRUCTURE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ARNOLD AND THE MISSOURI DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ARNOLD AND THE MISSOURI DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ARNOLD AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.



- GRAPHIC LEGEND**
- NEW ASPHALT PAVEMENT
 - NEW CONCRETE ENTRANCE
 - NEW CONCRETE SIDEWALK

EX. CONCRETE SIDEWALK (7.5' & 8.0' W. SIDE) AND CONCRETE ENTRANCE TO BE REPLACED WITH CITY OF ARNOLD TRANSITION PLAN.

EX. CONCRETE SIDEWALK (7.5' & 8.0' W. SIDE) AND CONCRETE ENTRANCE TO BE REPLACED WITH CITY OF ARNOLD TRANSITION PLAN.

**PLAN / PLAN SHEET
 SHEET 11 OF 11
 TENBROOK ROAD
 SAFE ROUTE TO SCHOOL
 SRTS-INF-H32F(105)
 CITY OF ARNOLD,
 JEFFERSON COUNTY, MISSOURI**

HORNER SHIFRIN
 401 S. 18TH STREET, SUITE 400,
 SAINT LOUIS, MISSOURI 63103-2296
 314-631-4321 FAX 314-631-4098
 WWW.HORNERSHIFRIN.COM
 Discipline: Professional Engineering
 Certificate of Authority: 000169
 Expiration Date: December 31, 2016

CITY OF ARNOLD
 2101 JEFFCO BOULEVARD
 ARNOLD, MO 63010
 636-295-2100
 www.arnoldmo.org

DATE	DESCRIPTION

PROJECT NO.	105
BRIDGE NO.	
CONTRACT ID.	
DESIGN NO.	1400000
DATE PREPARED	08/11/10
DISTRICT	13
ROUTE	STATE
JOB NO.	
DESIGNER	
CHECKER	
DATE CHECKED	
DATE APPROVED	
APPROVED	

ENGINEER'S SEAL
 JEFFERSON COUNTY, MISSOURI
 PROFESSIONAL ENGINEER
 JEFFREY M. SHIFRIN
 No. 000169
 Exp. 12/31/2016

RESOLUTION NO: 16-49

A RESOLUTION CREATING A LIFETIME MEMBERSHIP TO THE
RECREATION CENTER OF ARNOLD, MO.

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the following requirements will be necessary to attain this membership:

1. A Full-Time Retiree from the City of Arnold.
2. A Minimum of 40 years employed by the City of Arnold.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO. 16-50

**A RESOLUTION DECLARING THE FIRST FRIDAY OF EVERY MONTH AS
FIRST RESPONDER FRIDAY.**

WHEREAS, the members of the Arnold Police Department, the Rock Community Fire Protection District and the Rock Township Ambulance District protect and keep our community safe; and

WHEREAS, the dedicated service of these first responders should be recognized and appreciated; and

WHEREAS, the City of Arnold wishes to designate one day every month to honor the men and women who work tirelessly to keep us safe and are always there to help us when we do suffer harm;

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

Section 1. The Mayor and City Council do hereby declare that the first Friday of every month will be known as First Responder Friday in the City of Arnold.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



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

Date: August 15, 2016

To: Mayor, City Council, City Treasurer and City Adm.

From: Susie Boone, Director of Parks and Recreation

Subject: Pool contract

Attached is the addendum to extend our current pool contract with Midwest Pool Management. These funds are reflected in the FY-17 budget.

Please contact me if you have any concerns or questions.

RESOLUTION NO: 16-51

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH MIDWEST POOL MANAGEMENT

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the Parks and Recreation Department, is hereby authorized to accept the addendum from Midwest Pool Management for the FY-17 budget to guard and manage both pools for the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

TAMMI CASEY, CITY CLERK

Date: _____

ARNOLD RECREATION COMPLEX: SEPT. 1, 2016 – AUG. 31, 2017

Operational Services for the City of Arnold

Indoor Pool Hours: Winter

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from September 1st, 2016- May 26nd, 2017 and August 9th 2017 – August 31st 2017. The pool shall normally be for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon bather loads:

Monday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Tuesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Wednesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Thursday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Friday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	10:00 a.m. - 4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Saturday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	6:45 a.m.-12:00 p.m.
2 Guards	9:30 a.m.-1:30 p.m.
4 Guards	11:45 a.m.-5:00 p.m.
2 Guards	1:30 p.m.- 5:30 p.m.

Sunday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	8:45 a.m.-12:00 p.m.
4 Guards	11:45 a.m.-3:00 p.m.
2 Guards	11:45 a.m.- 5:00 p.m.
4 Guards	2:45 p.m.-5:30 p.m.

Indoor Pool Hours: Summer

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from May 28th, 2016-August 9th, 2016. On inclement weather days when the outdoor pool is closed, the indoor pool will be open for recreational swim.

Monday's

Manager	1:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
4 Guards	1:15 p.m.-5:00 p.m.
2 Guards	4:00 p.m. -8:00 p.m.
4 Guards	5:00 p.m. - 8:30 p.m.

Tuesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Wednesday's

Manager	1:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
4 Guards	1:15 p.m.-5:00 p.m.
2 Guards	4:00 p.m. -8:00 p.m.
4 Guards	5:00 p.m. - 8:30 p.m.

Thursday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Friday's

Manager	1:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
4 Guards	1:15 p.m.-5:00 p.m.
2 Guards	4:00 p.m. -8:00 p.m.
4 Guards	5:00 p.m. - 8:30 p.m.

Saturday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	6:45 a.m.-12:00 p.m.
2 Guards	9:30 a.m.-1:30 p.m.
4 Guards	11:45 a.m.-5:00 p.m.
2 Guards	1:30 p.m.- 5:30 p.m.

Sunday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	8:45 a.m.-12:00 p.m.
4 Guards	11:45 a.m.-3:00 p.m.
2 Guards	11:45 a.m.- 5:00 p.m.
4 Guards	2:45 p.m.-5:30 p.m.

There is an additional 175 open pool hours for the indoor aquatic center. The City of Arnold will choose 10 days that the Fox C-6 School District has days off for students in which we will open the pool additional open swim hours from 12:00 p.m.-4:00 p.m.

Outdoor Pool Hours

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Outdoor Pool from May 27th 2017 - August 31st 2017. (The City will negotiate with Midwest Pool Management as to facility readiness, staff preparation, and weather permitting to potentially accommodate the early dismissal of the Fox C-6 School District in May.) The pool shall normal be staffed for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon weather and bather loads:

Monday- Sunday	
Manager	9:30 a.m.-7:30 p.m.
Head Guard	9:00 a.m.-7:45 p.m.
12 Guards	10:45 a.m.-7:15 p.m.

The not to exceed salary budget includes 175 additional open pool hours for the outdoor pool.

Note: When the Fox C-6 School District is in session, the Arnold Recreation Center Outdoor Pool will be closed Mondays-Fridays, and be open only on Saturdays, Sundays, and holidays at regular open swim hours.

During these hours of operation, Midwest Pool Management will provide the following services:

- Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the pool.
- Maintain any records as reasonably required by the City.
- Furnish and supply all first-aid supplies, adequate to the size and operation of the Arnold Recreation Center. The First Aid Kit will carry supplies for a minimum of 50 persons and at a minimum include: adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, large bandage patch. First Aid Kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. Midwest Pool Management shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on duty personnel. Midwest Pool Management will also provide an emergency oxygen tank.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool.
- Work with the City in handling complaints users may have, reporting all complaints to the Parks and Recreation Director or designated representative.
- Conduct in-service training as per guidelines of Starfish Aquatics or equivalent.
- Conduct in-house safety audits at least once per month.

- Midwest Pool Management will retain a record of all problems brought to their attention. This log can be reviewed by the City at any time. A daily log of communication will be kept in the manager's office for the managers and designated City personnel to review on a daily basis.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Power wash or hose deck daily.
- Perform safety checklist daily.
- Clean the entire Arnold Recreation Center complex, including: guard and manager office areas, bathhouse, all areas within the fencing, restrooms, and the premises within 25 feet of facility in a clean and orderly condition by the proper collection of waste, garbage and all other debris. Cleaning to be completed prior to operational hours.
- Maintain tests and records as required by State of Missouri and City and meet all requirements for such.
- Furnish, store and supply the necessary chemicals for operation of the pools

Services provided for opening the outdoor facility:

Midwest Pool Management will provide the following services in preparing the pool for opening day.

Upon notice to proceed from the City, Midwest Pool Management will begin interviewing and hiring staff.

Midwest Pool Management has 20 lifeguard training instructors on staff. Lifeguard training classes begin in January and are offered on a continuing basis throughout the spring and early summer.

In May, Managers and assistant managers must also attend a manager's training class that focuses on customer service, ADA compliance, hazardous material training, chemical balance and testing, scheduling, accident report documentation requirements, and leadership skills.

In May, all staff including managers will have on-site training that includes site specific lifeguard zone coverage, rules and rule enforcement and site specific Emergency Action Plans.

Managers, Assistant Managers and Head Guards receive information on daily and weekly opening and closing procedures.

In early May, MPM staff will perform the following tasks:

- Power wash all decks
- Clean and stock bathrooms
- Vacuum the pools as often as necessary to have clean
- Clean pool area within 25 feet of pool enclosure
- Bring furniture out of storage, clean and arrange

- Get rescue tubes, fanny packs, first aid kit and other safety equipment prepared
- Establish staff schedule
- Schedule all staff on-site orientation
- Setup and prepare for usage all movable equipment, including tables, chairs, lounges, lifeguard chairs, diving boards, etc.
- Clean, inspect and prepare vacuuming equipment.
- Inspect and prepare all hoses.
- Check and clean all drains, including drain covers.
- Drain and clean pools.
- Fill pools.
- Install ladders and handrails, place and clean furniture.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Owner.
- Test all pumps and motors to the attractions: lazy river, slide, raindrop, bubblers, etc.
- Circulate water through filtration system.
- Furnish, store, and inject necessary chemicals for operation of the pools.
- Backwash filters and inspect for any defects.
- Prepare bathhouse for opening.

Swim Lessons

Manager, in coordination with the City, shall provide instructional group swim lessons and programs for all ages and ability levels. These group lessons/programs shall consist of a series of eight group lessons, including a minimum of thirty minutes of instruction. Swim lesson fees will be shared as follows: The City will retain 45% of the resident fee swim lessons and 55% of the non-resident fee swim lessons.

Management Fee

The management fee includes the furnishing of preseason opening of the outdoor pools, insurance, administrative fees, chemicals, overhead, profit and other incidental costs not covered in the not to exceed salary budget portion. Management fee is a total for indoor and outdoor pool operations.

Sept. 1, 2016-August 31, 2017	\$56,995
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Not To Exceed Salary Budget

The not to exceed salary budget includes the salaries for managers, assistant managers, head guards and lifeguards required to operate the indoor and outdoor pools as per the hours of operation per the request for proposal from the City of Arnold.

Sept. 1, 2016-August 31, 2017	\$345,810*
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***This not-to-exceed salary amount is based on the hours and staffing levels from the City of Arnold. Weather and bather loads will be monitored and when conditions warrant, staffing levels may be reduced when safely feasible.**

At the City's request, MPM can provide staff for additional services outside the scope of this agreement. The City will be invoiced at the rates detailed below:

Manager	\$22.25/hour
Assistant Manager	\$13.60/hour
Head Guard	\$11.70/hour
Lifeguard	\$11.03/hour
Janitorial	\$10.35/hour
Swim Lesson Coordinator	\$12.36/hour
Swim Lesson Instructor	\$11.03/hour

Option:

Should the City desire to add open swim times from Noon – 4 at the indoor pool on Tuesdays and Thursdays from May 30 through August 8 2017, add \$5,956.00 to the Salary Budget.

IN WITNESS WHEREOF, **the parties have made and executed this addendum to the contract dated _____ in multiple copies, each of which shall be an original.**

CITY OF ARNOLD

MIDWEST POOL MANAGEMENT

By:

By: Bert Forde, President

ATTEST:

ATTEST:

By:
Name, Title

By:
Name, Title