

## City of Arnold, Missouri

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**Special Council Meeting  
Pursuant to Section 110.270 Special Meeting  
Council Chambers**

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**December 14, 2017**

### Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Councilman Jason Fulbright
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
  - A. Regular Minutes **November 16, 2017.**
  - B. Payroll Warrant **#1278 in the Amount of \$270,119.80**
  - C. General Warrant **#5703 in the Amount of \$789,131.83**
6. Ordinances:
  - A. **None**
7. Resolutions:
  - A. **Resolution No. 17- 76:** A Resolution Authorizing the Mayor to Enter into A Contract with Spencer Contracting to Undertake the Asphalt Street Replacement and Repair Project Phase I for the City of Arnold.
  - B. **Resolution No. 17-78:** A Resolution Adopting a New Pay Plan in Compliance with the State of Missouri Minimum Wage Law.
  - C. **Resolution No. 17-79:** A Resolution Authorizing the Mayor to Enter into a Contract with S. Shafer Excavating, Inc. to Undertake the Demolition of Certain City Owned Residential Home Structures as Part of the Melody Lane Storm Sewer Improvements Project for the City of Arnold.
  - D. **Resolution No. 17-80:** A Resolution Appointing Glennon Overkamp to Serve on the Aging & Disabilities Commission as the Disabled Community Representative to Complete a Three-Year Term.

**E. Resolution No. 17-81: A Resolution Approving the Purchase of ISONAS  
Access Control Hardware.**

8. Motion:

A. None

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

**Next Regular City Council Meeting December 21, 2017 @ 7:00 p.m.  
Next Work Session January 11, 2018 @ 7:00 p.m.**

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

The Pledge of Allegiance was recited.

Associate Pastor Michelle Shoger from New Hope United Methodist Church offered the opening prayer.

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

Mayor Counts recognized Boy Scouts Vinny Milford and Dade Bond from Troop 450 who were in the audience working on their Citizenship in the Community Badge.

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

NONE

#### **CONSENT AGENDA**

- A. MINUTES FROM NOVEMBER 2, 2017 MEETING**
- B. PAYROLL WARRANT NO. 1277 IN THE AMOUNT OF \$260,814.41**
- C. GENERAL WARRANT NO. 5702 IN THE AMOUNT OF \$502,389.57**

**Butch Cooley made a motion and so moved to approve the consent agenda.**  
Seconded by Vern Sullivan. Roll call vote: Sullivan, yes; Fulbright (excused); Owens, yes; Hood, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; 7 Yeas:  
**Consent agenda approved.**

#### **ORDINANCES**

**BILL NO. 2679 – AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF JEFFERSON, MISSOURI FOR ANIMAL POUND SERVICES** was read twice by City Clerk Tammi Casey. Roll call vote: Sullivan, yes; Fulbright (excused); Owens, yes; Hood, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; 7 Yeas:  
**Ordinance passed.**

## RESOLUTIONS

### **RESOLUTION NO. 17-71 – A RESOLUTION RE-APPOINTING JAMES SOUTHWICK TO THE FOUNDATION COMMISSION TO SERVE A THREE-YEAR TERM**

**Vern Sullivan made a motion and so moved to approve Resolution No. 17-71.**  
Seconded by Mark Hood. Roll call vote: Sullivan, yes; Fulbright (excused); Owens, yes; Hood, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; 7 Yeas:  
**Resolution approved.**

### **RESOLUTION NO. 17-73 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH R.V. WAGNER, INC. TO UNDERTAKE CERTAIN CITY MAINTAINED BRIDGE REPAIRS FOR THE CITY OF ARNOLD**

**Butch Cooley made a motion and so moved to approve Resolution No. 17-73.**  
Seconded by EJ Fleischmann. Roll call vote: Sullivan, yes; Fulbright (excused); Owens, yes; Hood, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; 7 Yeas:  
**Resolution approved.**

### **RESOLUTION NO. 17-74 – A RESOLUTION APPROVING AN AGREEMENT WITH STRATEGIC CAPITOL CONSULTING FOR LEGISLATIVE SERVICES**

**EJ Fleischmann made a motion and so moved to approve Resolution No. 17-74.**  
Seconded by Vern Sullivan. Roll call vote: Sullivan, yes; Fulbright (excused); Owens, yes; Hood, yes; McArthur, yes; Fleischmann, yes; Plunk, yes; Cooley, yes; 7 Yeas:  
**Resolution passed.**

### **RESOLUTION NO. 17-75 – A RESOLUTION APPROVING AN AGREEMENT WITH JEFFERSON COUNTY COMMUNITY PARTNERSHIP FOR BUS SERVICE**

**EJ Fleischmann made a motion and so moved to approve Resolution No. 17-75.**  
Seconded by David Owens. Roll call vote: Sullivan, no; Fulbright (excused); Owens, no; Hood, no; McArthur, yes; Fleischmann, no; Plunk, no; Cooley, no; 1 Yeas, 6 Nays:  
**Resolution failed.**

## MOTIONS

NONE

## **REPORTS FROM MAYOR, COUNCIL AND COMMITTEES**

**Mayor Counts** – Thanked the Veterans Commission and recognized Carolyn Doty and Julie Rose for their work with the Veterans Parade. Mayor Counts also stated that he attended the Medal of Valor Awards ceremony today, where four of our police officers were honored.

**Gary Plunk – Ward 4** – Thanked the Veterans Commission, Parks and Rec, Police Department and Fox School District and its students for making the Veterans Parade such a success. The Commission had a member of the local VFW submit his application to join the Commission. For that reason they are waiting until January 2018 to elect a new chairman. The Commission will also begin asking businesses if they would like to designate a parking space for Purple Heart recipients. The Commission is asking the City to be the first to order signs and designate parking spaces at its locations at City Hall, the Rec Center, Pomme Creek Golf Course and Public Works. Mayor Counts and Bryan Richison instructed staff to order signs for these locations. Mr. Plunk also stated the POW MIA Museum of Jefferson Barracks is asking the city to join their program of keeping and bringing awareness of our national promise, “No one left behind; no one forgotten”. He will supply staff and council with that information.

The Parks and Rec Board also met and there is interest from the Local Disc Golf Organizations to expand our course at Arnold Park. Ferd B Lang Park will have new trails added behind the park. The Board is also revisiting the idea of a splash pad and spray ground area for Ferd B Lang Park.

**Vern Sullivan – Ward 3** – Stated the Veterans Commission is doing well and has had a lot more participation at its last meetings.

**Butch Cooley – Ward 4** – Thanked the Veterans Commission for their hard work with the parade.

**Dan Kroupa** – Stated that the Fox School District has a veterans program and breakfast at every school.

## **ADMINISTRATIVE REPORTS**

**Bryan Richison** – Informed everyone that City Hall will be closed next Thursday and Friday for Thanksgiving.

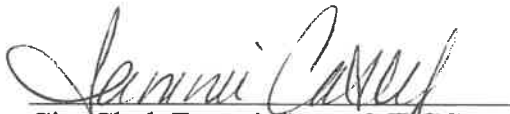
4

Regular Meeting  
November 16, 2017

**Chief Shockey** – Informed council that the Crusade Against Crime Organization held its Medal of Valor Awards Ceremony today where four of our Arnold officers received medals of Valor. Chief Shockey stated that it was an honor and a privilege to present Jason Gorenstein, John Palme, Mike Mantler and Doug Bequette with their medals.

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

Meeting adjourned at 7:41 p.m.

  
City Clerk Tammi Casey, MRCC

Draft

**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

**MEETING:** REGULAR

**DATE:** 11/16/2017

**PAGE:** 1

**BILL NO - RESOLUTION - MOTION**

**COUNCIL MEMBERS:**

		ROLL CALL	CONSENT AGENDA	BILL NO. 2679	RESOLUTION NO. 17-71	RESOLUTION NO. 17-73	RESOLUTION NO. 17-74
<b>MAYOR</b>	RON COUNTS	PRESENT					
<b>COUNCIL:</b>	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	JASON FULBRIGHT	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
<b>COUNCIL:</b>	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
<b>COUNCIL:</b>	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>	DICKIE BROWN			EXCUSED
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>	ED BLATTNER			PRESENT
<b>COM DEV</b>	MARY HOLDEN	PRESENT	<b>TREASURER:</b>	DAN KROUPA			PRESENT
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT	<b>POLICE DEPT.</b>	CHIEF SHOCKEY			PRESENT

**CITY OF ARNOLD, MISSOURI**

**ROLL CALL**

**MEETING:** REGULAR

**DATE:** 11/16/2017

**PAGE:** 2

**BILL NO - RESOLUTION - MOTION**

**COUNCIL MEMBERS:**

**MAYOR** RON COUNTS

**COUNCIL:** VERN SULLIVAN

**COUNCIL:** JASON FULBRIGHT

**COUNCIL:** DAVID OWENS

**COUNCIL:** MARK HOOD

**COUNCIL:** BRIAN MCARTHUR

**COUNCIL:** EJ FLEISCHMANN

**COUNCIL:** GARY PLUNK

**COUNCIL:** BUTCH COOLEY

**CITY ADMINISTRATOR** BRYAN RICHISON

**CITY CLERK** TAMMI CASEY

**COM DEV** MARY HOLDEN

**CITY ATTORNEY** BOB SWEENEY

RESOLUTION NO. 17-75					
NO					
EXCUSED					
NO					
NO					
YES					
NO					
NO					
NO					
		<b>PARKS DIR:</b>	DICKIE BROWN		
		<b>PUBLIC WORKS:</b>	ED BLATTNER		
		<b>TREASURER:</b>	DAN KROUPA		
		<b>POLICE DEPT.</b>	CHIEF SHOCKEY		



# POW-MIA CITY<sup>SM</sup>



## GUIDELINES TOWARDS ESTABLISHING A "POW-MIA City<sup>SM</sup>"

### Jefferson Barracks POW-MIA Museum

#### Preface:

American fighting forces have sacrificed and died for their Nation and fellow Americans for over two centuries.

Many other American Servicemen and Servicewomen have scarified their freedom and endured great hardships as Prisoners of War (POW's) during the history of American Military Conflict. Many of those POWs were known to have been taken Prisoner but never returned to American soil after hostilities ended. Their whereabouts remain unknown.

Since the beginning of World War II over 80,000 American Servicemen and Servicewomen continue to be listed as Missing in Action (MIA) around the world. The families of these American MIAs continue to carry the burden of their loved-ones loss and unknown fate.

The Mission of the Jefferson Barracks POW-MIA Museum (JBPM) is "to reverently honor all who served our country in any branch of the United States military, who were captured by enemies of the United States, or who are missing in action from any year and from any conflict."

As part of this Mission the JBPM has established the "POW-MIA City" Program in an effort to raise POW-MIA awareness across the nation. This is an open invitation to towns, municipalities, and cities across the United States to join this program and help insure our national promise "No one left behind. No one forgotten." is kept.

## Guidelines:

Listed below are guidelines towards the establishment of a "POW-MIA City<sup>SM</sup>" in partnership with the Jefferson Barracks POW-MIA Museum. The POW-MIA City • Proclamation is presented by the Jefferson Barracks POW-MIA Museum Board of Directors to Cities which have presented themselves before the JBPMM Board as having "Kept the Faith" by continuing to raise POW-MIA Awareness.

### 1) What makes a POW-MIA City • ?

In alignment with the Jefferson Barracks POW-MIA Museum Mission Statement the fundamental requirement of the city is to actively participate in raising the awareness of the American public regarding POW's and MIA's.

This awareness can be achieved by but is not limited to:

- Displaying a POW-MIA Flag in front of the City Hall or Municipal Building.
- Holding one or more public event(s) designed to raise POW-MIA awareness.
- Placing a Remembrance Plaque in the City Hall listing POWs and MIAs of that city. *Keep in mind when designing a plaque like this a MIA Person may be identified at some point in the future so names may need to be edited.*
- Displaying a "Missing Man Table" at appropriate public events.

### 2) Getting Started - Approaching Local Government:

Most Towns, Municipalities, and Cities have a Mayor and/or a Board of Supervisors, Aldermen, Commissioners, etc. These are the individuals which oversee the local level of government.

Informing the Mayor's Office and the Local Board of the "POW-MIA City •" Program and explaining the purpose of the program is the first step towards building the consensus which is needed to achieve a Proclamation identifying your city as a "POW-MIA City •".

There is no cost or fee to the City in being designated a POW-MIA City •.

### 3) Qualification Presentation before the JBPMM Board:

After getting the support of your city government the next step is the preparation of a presentation highlighting the activities which make your City a POW-MIA City •. This presentation will be the basis by which the JBPMM Board will determine if a Proclamation is warranted. Presentation can be presented in person during a JBPMM Board Meeting or presented in document/visual/audio format for review at a Board Meeting. Naturally a live presentation is preferred to allow for relationship building.

After receiving the presentation the JBPMM will reach a consensus based on what has been learned. If the consensus is positive, then the City's Point of Contact will be notified and a Proclamation Drafted.

#### 4) Presentation of Proclamation:

Work with the Mayor's Office and Board Chairman to allow enough time prior to the presentation of the Proclamation for notifying Veteran Groups, Civic Groups, News Media, and the general public. Next designate a time and place for the Proclamation Presentation. Achieving broad general participation at the Presentation Event will help build a network for future POW-MIA events and activities in your city.

#### 5) Share what you have done:

Be sure to take several pictures during your city's Proclamation Presentation, POW-MIA Events, and various Awareness Activities. Create a Press Release and share it with local media which did not attend the event.

Note: The POW-MIA City<sup>sm</sup> Facebook Page will also be utilized to share current National POW-MIA related news for general distribution.

#### 5) POW-MIA States:

This template can also be used as an outline for a POW-MIA State Proclamation by contacting a State Legislator who would be willing to introduce a Bill or Resolution.

#### Conclusion:

Thank you for your interest in the Jefferson Barracks POW-MIA Museum and the POW-MIA City • Program. While many of our American POWs and MIAs will not be coming home together we can insure each one is not forgotten.

Museum's POW-MIA City • contact person:

Russ Whitener  
314-223-6514

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

AGENDA ITEM

**7 A**

**NAME OF TOPIC/PROJECT:** Asphalt street replacement and repair project phase 1.

**SUMMARY EXPLANATION:** This is a City wide asphalt street project undertaking to repair and overlay a number of City maintained asphalt streets.

**RECOMMENDED ACTION:** Approval

**Why is this action necessary?** City Council needs to approve the contract agreement for the Mayor's signature with the Spencer Contracting asphalt paving contractor to undertake this work.

**What does this action accomplish?** Repair and overlay a number of City maintained asphalt

**Positive impacts and to whom?** The residents and general public who drive on those listed asphalt streets.

**Negative impacts and to whom?** None that we are aware of.

**ADDITIONAL COMMENTS:**

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** Spencer Contracting **Previous city contracts:** yes  
**Transaction amount:** \$710,501 **MBE/WBE Participation:** na  
**Transaction type:** Contract  
**Comments:**

**SUMMARY OF SELECTION PROCESS**

**Number of bidders:** 8 **Low bid:** \$710,501 **High bid:** \$906,882  
**Comments:**

**SUMMARY OF BUDGET/COST**

**Budgeted amount:** approx. \$1,000,000 **Addl. funding required:** not at this time  
**Comments:**

RESOLUTION NO. 17-76

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH SPENCER CONTRACTING TO UNDERTAKE THE  
ASPHALT STREET REPLACEMENT AND REPAIR PROJECT PHASE I  
FOR THE CITY OF ARNOLD.

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Spencer Contracting to undertake the Asphalt Street Replacement and Repair Project Phase I for the City of Arnold.

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

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

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

ATTEST:

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

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

## Mary Ellen Cox

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**From:** Ed Blattner  
**Sent:** Monday, November 27, 2017 7:28 AM  
**To:** Bryan Richison; Mary Ellen Cox  
**Cc:** Ed Blattner  
**Subject:** PHASE 1 ASPHALT BIDS  
**Attachments:** SKM\_C45817112707190.pdf; Example for Ed 2013 (3).doc; Document3 [Compatibility Mode].doc

Bryan and Mary Ellen,

The approved 2018 budget for public works approved funding for the undertaking of asphalt street replacement, repair, and overlay work. Project specifications were prepared by the public works department with the bid notice placed in the Countian newspaper and the City's website with bids due on 10:00 a.m. Tuesday, November 21, 2017.

The following bids were received:

<u>Contractor</u>	<u>Bid (rounded to the nearest dollar)</u>
1. Spencer Contracting.....	\$710,501
2. Gateway .....	\$731,706
3. JM Marschuetz.....	\$737,905
4. West Contracting.....	\$739,400
5. Ford Asphalt.....	\$785,454
6. Gershenson Contracting.....	\$887,788
7. Dural Seal.....	\$905,271
8. E. Meier Contracting.....	\$906,882

The lowest responsive responsible bid, was submitted by the Spencer Contracting firm. They are experienced and well qualified to undertake this project. Due to the latest in the year and with the coming winter season, we expect the work to be undertaken and completed in the spring/summer of 2018.

Please find attached a copy of the bid from the Spencer Contracting company, the City Council agenda item, and the necessary authorizing resolution. It is our hope this matter can be placed on the City Council agenda for December 7, 2017 for their approval. Once all contract documentation has been secured, a notice to proceed with the work can be given and the start of construction operations in the spring, weather conditions permitting.

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

Thanks,

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

ATTACHMENT A  
 BID PROPOSAL FORM  
 CITY OF ARNOLD, MISSOURI  
 ASPHALT STREET REPLACEMENT AND REPAIR PROJECT – PHASE A

TO: CITY OF ARNOLD  
 ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated November 21 2017 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and any/all material plus perform all work necessary for undertaking the **ASPHALT STREET REPLACEMENT AND REPAIR PROJECT – PHASE A** 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 | Edge Mill (mill price separate Item No. 3) designated asphalt pavement to a depth of 2 inches, clean area of millings, tack coat, place 2 inches of compacted Type "C" asphalt mix to meet all existing pavement surface grades.                  | (\$ <u>6.58</u> ) X <u>45,569</u> sq. yds.* | = \$ <u>299,844.02</u>  |
| Item No. 2 | Edge Mill (mill price separate Item No. 3) designated asphalt overlaid concrete streets to a depth of 2 inches, clean area of millings, tack coat, place 2 inches of compacted Type "C" asphalt mix to meet all existing pavement surface grades. | (\$ <u>6.58</u> ) X <u>34,130</u> sq. yds.* | = \$ <u>224,575.40</u>  |
| Item No. 3 | Existing asphalt pavement and asphalt overlaid concrete pavement 2 inch depth edge milling at five feet width with all millings removed and disposed of. This unit price will be used for all butt joint milling as required.                     | (\$ <u>2.94</u> ) X <u>35,600</u> sq. yds.* | = \$ <u>104,664. -</u><br><del>85,440. -</del> <span style="float: right;"><i>AD</i></span> |
| Item No. 4 | Mill designated asphalt pavement to a depth of 4 inches, clean area of millings, tack coat, place 4 inches of compacted Type "C" asphalt mix to meet all existing pavement surface grades.  | (\$ <u>22.33</u> ) X <u>1,200</u> sq. yds.* | = \$ <u>26,796. -</u>   |

Item No. 5 Method I - Saw Cut, Excavate, remove, dispose failed pavement area to a depth of 12 inches, compact sub-grade, place 4 inch depth of compacted Type 5 crush rock base aggregate, followed by placement of 6 inch depth of compacted Type "X" asphalt mix and followed by a 2 inch compacted depth of Type "C" asphalt wearing surface.

$$(\$ \underline{43.50}) \times \underline{600} \text{ sq. yds.}^* = \$ \underline{26,100.-}$$

Item No. 6 Method II - Saw Cut, Excavate, remove, dispose failed pavement area to a depth of 18 inches, compact subgrade, place a compacted graded depth of 10 inch thickness of 3 inch to 4 inch crushed limestone base with fines (or approved equal), followed by a compacted 6 inch depth of Type "X" asphalt mix followed by a 2 inch compacted depth of Type "C" asphalt wearing surface.

$$(\$ \underline{48.-}) \times \underline{100} \text{ sq. yds.}^* = \$ \underline{4,800.-}$$

Item No. 7 Undertake all necessary temporary and permanent pavement striping and markings that may be needed replaced as a result of the work.

White line striping		
	3000 feet X \$ <u>.32</u> /ft. =	<u>960.-</u>
Yellow line striping (Double)		
	3000 feet X \$ <u>.64</u> /ft. =	<u>1920.-</u>
Temporary pavement markings		
Lump sum	=	<u>200.-</u>
	Subtotal	<u>3080.-</u>

Item No. 8 Undertake all necessary saw cutting of the existing asphalt pavement in order to undertake Method I, II, III, or IV to complete asphalt pavement removal and replacement.

$$(\$ \underline{1.-}) \times \underline{1,000} \text{ lin. ft.}^* = \$ \underline{1000.-}$$

Item No. 9 Undertake all necessary Traffic Control measures in accordance with MUTCD necessary to undertake the asphalt pavement repair project. \* See bid alternate note G regarding work on Arnold-Tenbrook Road.

$$\text{Lump sum} = \$ \underline{7150.-}$$

Special Note: The section of Arnold Tenbrook Road from the four way stop to the Manufacturers Drive intersection is heavily traveled with site distance and curve issues. Contractor may want to consider Saturday or night paving on this section of



roadway and review this location so they are fully familiar with the traffic flow conditions. Any special traffic control costs that may be required should be included in bid item No. 9.

Item No. 10

Application of Type "C" asphalt wedge course for the Tenbrook Road bridge over Pomme Creek at both approaches estimated 623 square yards of overlay pavement at varying depth but estimated averaged area depth of three inches. (North end 60' x 40' & South end 80' x 40') with 180 square yards of butt joint milling all work included in the unit bid price.

$$(\$ \underline{15.25}) \times \underline{623} \text{ sq. yds.}^* = \$ \underline{9560.75}$$

Item No. 11

Saw cut, breakout, excavate, dispose, form and pour two feet wide rolled curb and gutter section with six (6) sack design concrete mix to meet existing curb line grades and existing street profiles.

$$(\$ \underline{29.90}) \times \underline{100} \text{ ft.}^* = \$ \underline{2990.-}$$

710,500.17

**TOTAL (Items 1 thru 11)**

$$= \$ \underline{\underline{694,276.17}}$$

\* All quantities stated above may vary. Payment will be made on actual measures completed. The City reserves the right to add to or delete the quantities as stated.

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

AGENDA ITEM

**7B**

**NAME OF TOPIC/PROJECT:** A resolution adopting a new part-time pay plan in compliance with the Missouri minimum wage rate.

**SUMMARY EXPLANATION:** As of January 1, 2018, the minimum hourly wage for the State of Missouri will be \$7.85. The Federal minimum wage of \$7.25 per hour, established in 2009, is not changing. Whenever there is a disparity between the Federal and State minimum wages, employers are required to adopt the higher of these rates. In the City of Arnold, this change impacts our part-time employees.

**RECOMMENDED ACTION:** APPROVAL

**Why is this action necessary?** This action is required to bring the City in compliance with State Law.

**What does this action accomplish?**

**Positive impacts and to whom?**

**Negative impacts and to whom?**

**ADDITIONAL COMMENTS:** A copy of the existing part-time pay plan (marked "Current Pay Plan") is provided as reference.

RESOLUTION NO. 17-78

A RESOLUTION ADOPTING A NEW PAY PLAN IN COMPLIANCE WITH THE  
STATE OF MISSOURI MINIMUM WAGE LAW

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WHEREAS, the State of Missouri has mandated a change in the minimum wage, and;

WHEREAS, the new minimum wage shall be \$7.85 per hour effective January 01, 2018,  
and;

WHEREAS, in cases where an employee is subject to both state and federal minimum  
wage laws, the employee is entitled to the higher minimum wage.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Arnold, Missouri,  
that an amended and adjusted part-time pay plan is hereby established and adopted. A  
copy of said part-time pay plan is attached hereto and made a part hereof by reference.  
The provisions of this plan shall replace and take precedence over similar plans that may  
have heretofore been adopted by the City Council.

This resolution shall be in full force and effect from and after January 01, 2018.

\_\_\_\_\_  
Presiding Officer of Council

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

Attest: \_\_\_\_\_  
City Clerk Tammi Casey

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

**Proposed Schedule**

<b>FY2018 Pay Plan</b>										
<b>Grades and Steps</b>										
(new minimum wage effective January 1, 2018)										
GRADE	1	2	3	4	5	6	7	8	9	STEP POSITIONS
101	7.85	8.09	8.33	8.58	8.84					101 Concession Aide, Day Camp Counselor, Kids Club, Rec Aide, Attendant, Beverage Cart
102	8.16	8.41	8.66	8.92	9.19					102 Head / Lead Attendant Custodian, Maint Aide, Golf Attendant, Golf Shop Clerk, Spec Event Wrks, Control Desk,
105	8.49	8.75	9.01	9.28	9.56					105 Supervisors, Scorekeepers(per game)
106	9.21	9.49	9.77	10.06	10.37					106 Health Wkr, Golf Cart Mech, Golf Shop Attend, Facility Aide, Athletic Instructors (per game)
107	9.83	10.12	10.43	10.74	11.06					107 PW Laborer, Intern
115	11.50	12.50	15.00	30.00						115 Market Manager, Referees (per game), Warrant Officer, Evidence Officer, <b>Program Instructor</b>
116	10.22	10.53	10.84	11.17	11.50					116 Lock-In

**Current Schedule**

<b>FY2018 Pay Plan</b>										
<b>Grades and Steps</b>										
GRADE	1	2	3	4	5	6	7	8	9	STEP POSITIONS
101	7.70	7.92	8.16	8.36	8.62					101 Concession Aide, Day Camp Counselor, Kids Club, Rec Aide, Attendant, Beverage Cart
102	8.01	8.21	8.47	8.70	8.95					102 Head / Lead Attendant Custodian, Maint Aide, Golf Attendant, Golf Shop Clerk, Spec Event Wrks, Control Desk,
105	8.31	8.52	8.77	9.01	9.28					105 Supervisors, Scorekeepers(per game)
106	9.21	9.49	9.77	10.06	10.37					106 Health Wkr, Golf Cart Mech, Golf Shop Attend, Facility Aide, Athletic Instructors (per game)
107	9.83	10.12	10.43	10.74	11.06					107 PW Laborer, Intern
115	11.50	12.50	15.00	30.00						115 Market Manager, Referees (per game), Warrant Officer, Evidence Officer, <b>Program Instructor</b>
116	10.22	10.53	10.84	11.17	11.50					116 Lock-In

**CITY OF ARNOLD  
AGENDA ITEM SUMMARY**

AGENDA ITEM

**7 C**

**NAME OF TOPIC/PROJECT:** A resolution authorizing the Mayor to execute a contract with the S. Shafer Excavating Inc. to undertake the demolition of certain home structures owned by the City and related to the Melody Lane storm sewer project.

**SUMMARY EXPLANATION:** This resolution authorizes the Mayor to execute a contract with the S. Shafer Excavating Inc. to undertake the demolition of certain home structures owned by the City through project related buyouts.

**RECOMMENDED ACTION:** Approval.

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

**What does this action accomplish?** Remove home structures which have bought by the City for project undertakings and no longer are livable.

**Positive impacts and to whom?** All residents affected by the project improvements.

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

**ADDITIONAL COMMENTS:** All work is demolition and restoration of sites once the home structures are removed.

**SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR**

**Name:** S. Shafer Excavating **Previous city contracts:** no  
**Transaction amount:** \$69,400.00 **MBE/WBE Participation:** NA  
**Transaction type:** Contract  
**Comments:**

**SUMMARY OF SELECTION PROCESS**

**Number of bidders:** four **Low bid:** \$68,500 (incomplete) **High bid:** \$142,776.63  
**Comments:** The xxxx is a qualified contracting firm capable of undertaking the demolition work.

**SUMMARY OF BUDGET/COST**

**Budgeted amount:    \$120,000**

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

**Comments:**

RESOLUTION NO: 17-79

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH S.SHAFER EXCAVATING, INC.TO UNDERTAKE THE  
DEMOLITION OF CERTAIN CITY OWNED RESIDENTIAL HOME  
STRUCTURES AS PART OF THE MELODY LANE STORM SEWER  
IMPROVEMENTS PROJECT FOR THE CITY OF ARNOLD.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with S. Shafer Excavating, Inc. to undertake the demolition of certain City owned residential home structures as part of the Melody Lane storm sewer improvements 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: \_\_\_\_\_





**BID ALTERNATE UNIT PRICES**

- A MSD Class A rock excavation \$ 35.00 / Cubic Yard.
- B MSD Class B rock excavation \$ 35.00 / Cubic Yard.
- C. Hazardous waste material removal including all testing and other related required work. \$ 17.40 / Pound\*

\* Contractor to provide certified proof of weight of hazardous waste removed.

NAME OF BUSINESS S. Shafer Excavating Incorporated

(If an individual)  
SIGNATURE OF BIDDER na

BUSINESS ADDRESS na

TELEPHONE NO. na

(If Co-partnership)  
FIRM NAME na

SIGNATURE na

BUSINESS ADDRESS na

TELEPHONE NO. na

(If a Corporation)  
CORPORATE NAME S. Shafer Excavating Incorporated

SIGNATURE Tammy Shafer

BUSINESS ADDRESS 4212 Sam's Road Pontoon Beach, IL. 62040

TELEPHONE NO. 618-931-6237                      shaferexcinc@att.net

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

<u>James Arnold Madison Ct. Community Development</u>	<u>618-296-4247</u>
Name	Phone Number
<u>Mike Mitchell St. Clair Ct. Trustee</u>	<u>618-977-4664</u>
Name	Phone Number
<u>James Reisch City of E. St. Louis</u>	<u>636-300-0222</u>
Name	Phone Number

## Mary Ellen Cox

---

**From:** Ed Blattner  
**Sent:** Wednesday, December 06, 2017 8:26 AM  
**To:** Bryan Richison; Mary Ellen Cox  
**Cc:** Ed Blattner  
**Subject:** DEMOLITION OF CITY OWNED RESIDENTIAL STRUCTURES  
**Attachments:** Document3 [Compatibility Mode].doc; Example for Ed 2013 (3).doc; SKM\_C45817120514400.pdf

Bryan and Mary Ellen,

The City recently purchased five homes in the Melody Lane project area(1910, 1815, 1829-1831 Melody Lane and 1885 and 1940 Key West) as they are properties that will be listed in the 100 year flood plain in the soon to be released new FEMA flood FIRM rate maps and these homes represented potential liability to the City through the proposed new storm sewer construction project planned for the Melody Lane area and such storm sewer improvements could under certain rainstorm events be viewed as adding to the flooding conditions of the referenced properties. The City Council agreed to offer buyouts of these home properties thus eliminating the concern for related flooding from the new storm sewer improvements under a 100 year flood event occurring.

With the referenced home buyouts, the City has no need for the home structures and being vacant, wish to proceed with the demolition of those home structures. With that in mind, the public works department proceeded to prepare demolition specifications for these referenced property locations and the property located at 1765 Dixon Drive which is a Park Department owned residence no longer wanted to remain.

The City advertised for bids on November 10, 2017 with bids due on December 5, 2017.

On that date the following bids were received:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt. A</u> (Class A rock)	<u>Alt. B.</u> (Class B rock)	<u>Alt. C</u> (Hazardous waste)
material)				
1. Cavaness Dump Truck Service complete)	\$68,500.00	no bid	no bid	no bid (Bid not
2. S. Shafer Excavating, Inc.	\$69,400.00	\$35.00/cy	\$35.00/cy	\$17.40/pound
3. Z & L Wrecking Company	\$82,000.00	\$7.95/cy	\$8.95/cy	\$1.95/pound
4. CSD Environmental Services	\$142,776.63	\$310.00/cy	\$210.00/cy	\$20.00/pound

The firm of S. Shafer Excavating, Inc. submitted the lowest complete responsive responsible to undertake this work. Please find attached a copy of their bid for your review and information. Also, please find attached the agenda item and resolution. It is our request that this matter be placed on the December 21, 2017 City Council agenda for approval. Once approved, the City can enter into a contract with the S. Shafer Excavating, Inc. and undertake the demolition work.

Should you have any questions, please let me know.

Thanks,

RESOLUTION NO: 17-80

A RESOLUTION APPOINTING GLENNON OVERKAMP TO SERVE ON  
THE AGING & DISABILITIES COMMISSION AS THE DISABLED  
COMMUNITY REPRESENTATIVE TO COMPLETE A THREE-YEAR  
TERM.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, to appoint Glennon Overkamp to the Aging & Disabilities Commission to serve as the Representative for the Disabled Community for remainder of a three-year term that will expire on May 31, 2020 or until a successor has been appointed and qualified.

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

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

ATTEST:

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

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

Glennon Overkamp

My name is Glennon Overkamp, I am 45 years old. I graduated from Windsor High School in 1990. I moved to Arnold in 1996 and have lived at the Pomme # 1 apartments for the past 26 years. I love living on my own. I have worked at Jeffco Subcontracting for the last 15 years and really like it.

I am a huge sports guy; my two favorite sports are baseball and Hockey. My two favorite teams are of course the St. Louis Cardinals & St. Louis Blues. I like all types of music and DJ the Monday night dance class at my home. I am also a part of our singing & dancing group the Nextsteppers and enjoy performing with them out in the community. I am very interested in being on this committee and look forward to doing something new.

Meet @ Mayor Courts - done at October AEAAD mtg  
Mayor asked,

Glennon OVERKAMP  
2001 Pomme Road  
ARNOLD, MO 63010

636-282-4460

RESOLUTION NO: 17-81

**A RESOLUTION APPROVING THE PURCHASE OF ISONAS ACCESS  
CONTROL HARDWARE.**

---

WHEREAS, the City of Arnold uses an ISONAS system for door access control and security at our facilities; and

WHEREAS, the version the City's uses will soon be obsolete requiring us to move to the ISONAS Pure Access Cloud platform; and

WHEREAS, this transition requires new ISONAS hardware; and

WHEREAS, City staff was recently informed we can save 20% if we order the hardware before December 31<sup>st</sup>; and

WHEREAS, to meet this deadline the City Council will need to waive the sealed bid requirement of our purchasing policy; and

WHEREAS, after receiving three proposals the Information Technology Manager is recommending the one from Essential Network Technologies due to their experience installing the Pure Access Cloud platform;

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

Section 1. The proposal from Essential Network Technologies is hereby accepted and the sealed bid requirement of the purchasing policy is waived. The Mayor and/or City Administrator are authorized to sign all necessary documents to complete this transaction.

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

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

ATTEST:

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

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

# City of Arnold

Memorandum from the Information Technology Department



Date: December 5, 2017

To: Bryan Richison, City Administrator

From: Deion Christopher, Information Technology Manager

Re: ISONAS Hardware Purchase

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On November 20<sup>th</sup> I received a call from a newly appointed ISONAS sales representative notifying me that to take advantage of a 20% hardware discount the City would need to make the hardware purchase before December 31, 2017. I also learned that since the initial ISONAS quote two other certified integrators in the area have been added, and that ISONAS now requires hardware purchases to go through either of their two distributors. Direct purchases were allowed in the past.

Following the City's Purchasing Policy, with the added certified integrators and two distributors, this project can no longer be deemed sole source. Therefore, this project would require sealed bids and Council approval.

Due to the December 31<sup>st</sup> time constraint on purchasing the ISONAS hardware at a 20% discount of roughly \$3,000, I recommend that Council waive the sealed bid requirement and allow staff to select the best bid from the proposals submitted by the three ISONAS-provided certified integrators:

**Essential Network Technologies - \$19,218.13**

**CTI of St. Louis - \$19,245.44**

**Beishir Lock and Security - \$18,625.44**

I am recommending the City accept the proposal from Essential Network Technologies due to the company's extensive experience with ISONAS Pure Access Cloud platform; ISONAS indicated out of the three certified integrators that Essential Network Technologies has installed more systems utilizing their Pure Access Cloud platform.

I have budgeted \$19,000 for this project.

Attachments: Three(3)



# QUOTE

Number ENTQ6300-01

Date Dec 5, 2017

Sold To:
<b>Arnold Police Department</b> Dion Christopher 2101 Jeffco Blvd Arnold, MO 63010  <b>Phone 314-221-2208</b> <b>Fax</b>

Ship To:
<b>Arnold Police Department</b> Dion Christopher 2101 Jeffco Blvd Arnold, MO 63010  <b>Phone 314-221-2208</b> <b>Fax</b>

Salesperson	P.O. Number	Ship Via	Terms
RElam			

Qty	Manuf. Part #	Description	Unit Price	Ext. Price
16	CABLE-ADAPTER	RC-02/03 to RC04 Adapter	\$34.50	\$552.00
7	RC-04-PRX-M	Mullion Reader-Controller	\$550.99	\$3,856.93
9	RC04-PRX-W	Wall Mount Reader-Controller	\$560.99	\$5,048.91
16	EHW-RC-04-1Y	EXTD HRDWR WRNTY, RDR-CNTLR YR1	\$67.05	\$1,072.80
1	IX-PAC620	Pure Access Cloud 6-20 door - 1 year	\$687.49	\$687.49
1	Labor	Labor for replacing all existing readers; keeping existing lock hardware; migrating from DBCrystal to Pure Access Cloud	\$8,000.00	\$8,000.00

SHIPPING AND HANDLING CHARGES MAY APPLY  
 PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - ANY HARDWARE PROPOSED MAY/MAY NOT, AT THE MANUFACTURER'S SOLE DISCRETION, INCLUDE MANUFACTURER'S WARRANTY - SHOULD EXTENDED WARRANTIES OR SERVICE/SUPPORT AGREEMENTS BE REQUIRED AND FOUND TO BE AVAILABLE, THEY WILL BE QUOTED SEPERATELY - ENT SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS - ENT SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. ENT RETAINS A SECURED INTEREST IN ALL HARDWARE UNTIL PAYMENT IN FULL FOR SAME IS RECEIVED - LATE PAYMENTS MAY INCUR FINANCE CHARGES - HARDWARE RETURNS REQUIRE PRIOR ISSUANCE OF A "RETURN MATERIALS AUTHORIZATION" (RMA) FROM ENT - MINIMUM 15% RESTOCKING FEE MAY APPLY. ALL RETURNED PRODUCT MUST BE UNOPENED AND IN ORIGINAL PACKAGING.

<b>SubTotal</b>	<b>\$19,218.13</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Shipping</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$19,218.13</b>

Essential Network Technologies | 924 Hemsath, St. Charles, MO 63303

Main 636-477-6301 Fax 636-477-6302





Communications Technologies  
18110-E Chesterfield Airport Rd.  
Chesterfield, MO 63005  
Phone: (636) 537-7200  
Fax: (725) 053-7636

**Prepared especially for**  
**City of Arnold Police. MO**

**On Friday, December 1, 2017**

**Prepared by Dana Anderson**

**danderson@cti-stl.com**

**(636) 537-7209**

Proposal: 11372  
Created: 12/01/2017  
Printed: 12/1/2017

Quantity	Description	Total
1.00	Pure Access Cloud Tennant 6-20 Doors	\$900.00
16.00	Cable Adapter	\$665.60
16	Isonas - Mullion Reader Controller (125khz, BLE)	\$11,519.84
16.00	EHWY-RC-04-2Y	\$1,600.00
48.00	Labor NEW - Access Control	\$4,560.00
<b>Your Price:</b>		<b>\$19,245.44</b>
<b>Total:</b>		<b>\$19,245.44</b>



Signed quote and deposit req, 50% down if by check. 100% if by CC

Prices are firm until 12/31/2017 Terms: 50% down / 50% + tax on completion

Quoted by: Dana Anderson, danderson@cti-stl.com

Date: 12/1/2017

Scope of Work:

Communications Technologies Inc.(CTI), will install only hardware and components listed on this agreement. Isonas Door Controllers and Isonas IP-bridges are to be installed by certified Isonas Technicians. Miscellaneous Hardware listed on this agreement includes hardware such as screws, nuts, bolts, tie wraps, jacks, faceplates, modular plugs, j-hooks, bridle rings, beam clamps, weather stripping, silicone, dielectric grease (Dow Corning DC-4 or equivalent) and brackets that are not specifically listed on this agreement, but are needed for proper installation of all Isonas equipment and related equipment.

CTI will install Isonas reader/controllers or IP-Bridges according to Isonas standard installation documentation. A standard Isonas installation includes the following: One Isonas controller at each door to be access controlled. One Isonas I/O pigtail (PowerNet Cable) to interface the Isonas controller with the door strike hardware. One Cat5e or Cat6 data cable to each door that has an Isonas controller, installed by CTI or others. On each Isonas controlled door there must be a 12V door strike installed by others (CTI does not install door strike hardware of any kind). Customers must have a valid Isonas Pure Access Cloud License or Isonas Pure Access Management on premise solution at the time of install. CTI will install Isonas Controllers on the surface of the wall or mullion as close to the access controlled door as possible, cabling to the door is the restricting factor. The Isonas controller will be installed no higher than 42 inches from the ground to the top of the controller, which meets ADA standards.

Isonas controllers are powered by PoE (Power over Ethernet). PoE is provided by a PoE enabled switch or a PoE injector. PoE must be made available by the customer, or others at the time of installation. Consult your CTI Sales Rep for details on devices that provide PoE.

Integrating the Isonas controller and door strike together via the PowerNet Cable and Door Strike Wire Harness will be done above the door, above the ceiling (if accessible), on the opposite side of the door/wall where the Isonas controller is installed.

Standard installation assumes the door being Isonas access controlled is locked from the outside, and has, at a minimum, one form of egress from the inside without the use of the door strike.

Hardware such as junction boxes, request to exit buttons, motion sensors, door sensors, separate power supplies, additional cabling for power, Isonas external door kit, vandal resistant housings, lockdown buttons, lockdown controllers, and components boxes are not part of a standard Isonas installation. Consult your CTI Sales Rep for details on Advanced Isonas Installations, additional charges will apply if not covered on this agreement.

Isonas Network Guidance and Considerations:

Firewall:  
Isonas reader controllers communicate on port 55533. A firewall egress rule allowing the IPs of the reader/controllers is required. Isonas reader/controllers do not proxy. If Intrusion Detection and Prevention is enabled double check the firewall logs for dropped packets with a source IP that matches a reader/controller and create bypass rules as needed. Recommendation is to create a group for the IPs and apply the group to a rule to allow 55533 to communicate with pureaccesscloud.com (IP 52.40.147.42). Both UDP and TCP should be allowed to pass.

DHCP:

If the reader/controllers are to be left on DHCP it is strongly recommended to use reservations so the IP address does not need to be renewed.

Network:

If possible the reader/controllers should be in a dedicated subnet. \*Note: This is not required but can be considered a best practice for this type of device.

Ensure that all best practices are followed for the physical network.

The PoE switch should have enough power to run all ports and account for in-rush.

Cable length should not exceed 100 feet unless a PoE injector is in use at the reader/controller.

**Accepted by:** \_\_\_\_\_

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

ADDITIONAL TERMS & CONDITIONS

1. ACCEPTANCE OF AGREEMENT: This Agreement is not valid until accepted by Communications Technologies, Inc.; (CTI) Accepted shall be manifested upon commencement of performance by CTI
2. TITLE: Title to the Equipment shall remain in CTI's name until the purchase price is paid in full.
3. SECURITY INTEREST: Customer hereby grants to CTI a security interest in the Equipment in order to secure Customer's obligations hereunder and agrees upon request of CTI to execute any documents necessary to perfect such interest. In the event the Purchase Price is not paid in accordance with the payment terms, CTI shall have all the rights and remedies of a secured party as provided for in Article 9 of the Uniform Commercial Code and CTI shall be entitled to reasonable attorney's fees and legal expenses incurred with respect to this security interest and the enforcement of any of CTI's other rights under this Agreement. CTI's security interest is released when customer completes payments according to terms.
4. REVOCATION OF CREDIT: CTI reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any credit goods when due or for any other reason deemed good and sufficient by CTI
5. RISK OF LOSS: All risk of loss passes to Customer upon delivery of the Equipment to the Installation Site.
6. DELIVERY: The equipment delivery date shall be at a time to be mutually agreed upon by the parties, subject to paragraph 7.
7. FORCE MAJEURE: CTI shall not be liable for failure to deliver or delays in delivery occasioned by strikes, picketing, labor dispute, lockouts, fires, acts of God, calamity, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, causes beyond CTI's control, or work volume from customers in excess of CTI's then-scheduled capacity. The foregoing shall be in addition to and not in limitation of any excuses for nonperformance available to CTI under the Uniform Commercial Code or any other applicable law. If, due to any such occurrence, CTI is unable to supply the total demands for any material specified in this Agreement, CTI shall have the right to allocate its available supply among its customers in a fair and equitable manner, or to cancel the remainder of the Agreement. In no event shall CTI be obligated to purchase material from others in order to enable it to deliver material to Customer hereunder.
8. INSTALLATION: CTI will install the Equipment, if applicable, provided Customer provides a suitable place for installing the Equipment. All electrical outlets, conduit, power hook-ups, and any related carpenter work as specified by CTI shall be completed. Customer will provide an Equipment area climatized to computer requirements in terms of temperature. Customer agrees to provide CTI with a designated contact person to handle these arrangements.
9. Customer agrees to inform CTI of any and all dangerous conditions, hazardous substances, lead paint, asbestos, or poisons at the work site, on the Customer's premises, or in the Customer's building. If Customer fails to inform CTI of such dangerous conditions, hazardous substance, lead paint, asbestos, or poison, then Customer agrees to indemnify and hold CTI harmless from any and all judgments, liability, costs, damages expenses (including attorneys' fees) or any other loss which CTI might sustain by reason of the dangerous conditions, hazardous substance, lead paint, asbestos, or poison.
10. EXPENSES: If applicable, Customer is responsible for any expenses incurred due to acquisition of licenses or permits required by state or local government agent. Customer is responsible for the delivery of the phone and/or data demarq to the specified location for equipment installation.
11. UNION LABOR: If applicable, CTI reserves the right to pass through to customer charges incurred due to premium labor rates as a result of required labor union affiliations.
12. INDEMNIFICATION: Customer shall indemnify CTI against and hold CTI harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the Equipment, or its use, possession, operation, service, installation and /or condition thereof, except as caused exclusively by CTI
13. WARRANTIES AND LIMITATION OF LIABILITY: CTI warrants to Customer good and clear title to the Equipment free and clear of liens and encumbrances subject to the security interest retained by CTI. CTI provides Customer with an original manufacturer's warranty for Equipment. CTI itself provides no warranty for Equipment beyond the Manufacturer's warranty and that contained herein.

CTI's sole liability hereunder shall be to install service and integrate Equipment provided by the manufacturer with new or refurbished parts (pursuant to manufacturer's warranty) at customer's expense during normal working hours.

The foregoing warranty shall constitute the exclusive remedy of Customer and the exclusive liability of CTI for any breach of any Warranty related to this agreement

To obtain service under this warranty, the customer must bring the malfunction of the machine to the attention of CTI within warranty period and no later than thirty (30) days after such malfunction, whichever first occurs. Failure to bring the malfunction to the attention of an authorized CTI dealer within the prescribed time, results in the customer being not entitled to warranty service.

This WARRANTY shall be VOID if any portion of the purchase price is unpaid.

CTI will not be obligated to repair or replace any item of equipment which has been repaired/serviced by others, abused or improperly handled, stored, maintained, altered, damaged or used or combined with third party material that is defective or of poor quality.

**THE WARRANTIES SET FORTH HEREIN AND IN THE RELATED EQUIPMENT WARRANTY AGREEMENT ARE EXCLUSIVE, AND CTI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE.**

14. REMEDIES AND LIMITATION OF LIABILITY. CUSTOMER'S SOLE REMEDIES FOR LIABILITY OF ANY KIND WITH RESPECT TO THE WORK AND SERVICES FURNISHED UNDER THIS AGREEMENT AND ANY OTHER PERFORMANCE BY CTI UNDER OR PURSUANT TO THIS AGREEMENT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THE APPLICABLE WARRANTY AND REMDY PARAGRAPHS HEREOF. CTI'S LIABILITY SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE, OR PROFIT EVEN IF CTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL CTI'S LIABILITY FOR DAMAGE WITH RESPECT TO ANY OF THE PRODUCTS, WORK, OR SERVICES FURNISHED UNDER THIS AGREEMENT EXCEED THE CHARGES PREVIOUSLY PAID BY CUSTOMER TO CTI FOR SUCH PRODUCTS, WORK, OR SERVICES. THE PRICE STATED FOR CTI'S PRODUCTS, WORK AND SERVICE IS A CONSIDERATION IN LIMITING CUSTOMER'S REMEDIES. IT IS EXPRESSLY UNDERSTOOD THAT CTI SHALL HAVE NO OTHER LIABILITY TO CUSTOMER UNDER WARRANTY, THE LAW OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. THIS WAIVER DOES NOT, HOWEVER, APPLY TO GROSS NEGLIGENCE OR INTENTIONAL TORTS BY CTI.

15. ASSIGNMENT: This Agreement may not be assigned by Customer without the express written consent of CTI.
16. CHOICE OF LAW: This contract is to be construed according to the laws of the state of Missouri. Any controversy or claims or action at law, suit in equity, or other judicial proceeding arising under or in relation to this Agreement or any modification of this Agreement shall be brought and maintained in the Circuit Court for the County of St. Louis, Missouri. The parties consent to the jurisdiction and venue of the courts of the state of Missouri and further consent that any notice of motion or other application to the court or a judge thereof may be served outside the state of Missouri by registered mail or by personal service, provided a reasonable time for appearance is allowed
17. ATTORNEY'S FEES: If Customer shall default in its performance under this Agreement, and the default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this Agreement, then Customer shall pay CTI's reasonable and actually incurred attorneys' fees in addition to any other damages recovered.
18. HEADING: Headings in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
19. SEVERABILITY: Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the Agreement which, consistent with such law, shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.
20. FINAL AGREEMENT: Customer represents and warrants that Customer has carefully read all of the provisions hereof, including any Schedules and Addenda made a part hereof, and acknowledges that the terms and conditions herein are the final expression of the Agreement of the parties, and a complete and exclusive statement of the terms agreed upon, and that there are no representations, warranties, stipulations, agreements or terms, oral or written, which are not contained herein.
21. WAIVER: Waiver by Seller or Buyer of any provision breach of any provision shall not be construed as a waiver of any other provision or any other breach of that provision or of any other provision. The invalidity of any provision shall not affect the validity of the remaining provision or of the Agreement as a whole.
22. ASSESSMENT OF INTEREST: Any balance remaining unpaid after due, as set forth on the invoice will be assessed a service fee of 2% per month or at the highest rate allowed by law.

23. **ENTIRE AGREEMENT:** This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify, amend or vary the terms of this document shall be binding unless in writing and signed by the parties.
24. **ADDITIONAL TERMS AND CONDITIONS:** No modification of this Agreement or waiver of the terms or conditions thereof shall be binding upon the Seller unless approved in writing by an authorized representative, nor shall this Agreement be effected by the acknowledgement or acceptance of forms of the Buyer containing other or different terms or conditions whether or not signed by an authorized representative of Seller. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's assent to all the terms of this Agreement.

# Beishir

## LOCK & SECURITY

5423 S. Lindbergh Blvd.  
St. Louis, MO 63123

(314) 842-4500      www.STLSecurity.com

### QUOTE

DATE	INVOICE #	CUST #
6/20/2017	0001151423	0005462

#### BILL TO:

City Of Arnold  
2101 Jeffco Blvd.  
Arnold MO 63010

#### SHIP TO:

City Of Arnold-Police Department  
2101 Jeffco Blvd.  
Arnold MO 63010

P.O. NUMBER	TERMS	SALES PERSON
ISONAS UPGRADE	NET 30	Mark Kenniston
DESCRIPTION		AMOUNT
Pure IP Prox Reader - Controller Mullion (125kHz, BLE)		11,519.84
Pure IP RC-04 Adaptor Cable		665.60
Extended Hardware Warranty RC04 2 Years		1,600.00
Pure Access Cloud, 6 to 20 Door License, Basic Access Control (Annual Cloud Services Fee)		1,000.00
<hr/>		
Materials/Software for Access Control System Upgrade		14,785.44
Includes:		
* 16 x RC-04 Pure IP Readers		
* 16 x Pure IP Reader Adapter Cables		
* 2 Year Warranty on 16 New Pure IP Readers		
* Pure Access Cloud Services Base License (6-20 Doors) - Annual Cloud Services Fee		
*****		
Labor to Replace/Upgrade 16 Existing Isonas Reader and Convert Access System to Pure Access Cloud		3,840.00
Includes:		
* Labor to Replace 16 RC-02 Readers (end-of-life) with RC-04 Readers (quoted above)		
* Labor to Configure Pure Access Cloud for Access Control Management		
* Import/Upgrade existing Crystal DB Interface/Data to Pure Access Cloud		
Exclusions:		
* Card Readers require internet access for connection to Pure Access Cloud Hosting Services		
* Existing reader locations/cabling/door hardware devices will be used		
* Existing Crystal Matrix Software is accessible with administrative credentials		
* After Hours Labor		
* Drawings / Permits		
*****		
*** BID TERMS ***		
<p>Deposit/Payment: Unless other financing terms are approved in writing prior to bid acceptance, a 50% Deposit shall be required with bid acceptance to proceed with material orders, permitting and/or job scheduling and Final Balance Payment shall be required upon Substantial Completion of Work and Final Commissioning to the Client. Unexpected delays in job completion and/or commissioning beyond the control of Beishir Lock &amp; Security shall allow for Partial Completion Billings to be submitted throughout the project on a monthly basis to account for Parts and Labor already expended on the project. Lien waivers are available upon written request to: <a href="mailto:accounting@stlsecurity.com">accounting@stlsecurity.com</a></p>		
<p>Site Conditions: This bid assumes free and clear access to all necessary work areas during regular business hours. Client shall</p>		

**NOTE: Quote TOTAL includes ALL listed options. Any option exclusions should be notated and deducted from TOTAL.**

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted and authorization is hereby given to proceed with installation. Payment will be made as outlined above. All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard professional practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Proposal is also subject to any terms and conditions as noted above, or on lease agreements, service contracts and other documents as provided prior to completion of installation.

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

# Beishir

## LOCK & SECURITY

5423 S. Lindbergh Blvd.  
St. Louis, MO 63123

(314) 842-4500 www.STLSecurity.com

### QUOTE

DATE	INVOICE #	CUST #
6/20/2017	0001151423	0005462

**BILL TO:**

City Of Arnold  
2101 Jeffco Blvd.  
Arnold MO 63010

**SHIP TO:**

City Of Arnold-Police Department  
2101 Jeffco Blvd.  
Arnold MO 63010

P.O. NUMBER	TERMS	SALES PERSON
ISONAS UPGRADE	NET 30	Mark Kenniston

DESCRIPTION	AMOUNT
<p>supply free and clear workspace to install all hardware as discussed with technician prior to commencement of work. Repetitive trips due to unavailability of work area and client supplied components or data could result in additional trip service charges.</p> <p>GENERAL EXCLUSIONS: Unless otherwise specified in the scope of work above, the following work is excluded from this quote: After-Hours Labor, Union Labor, Drawings, Permits, Patching/Painting, Lift Rentals, 110VAC Hardwired Electrical Connections, Non-Communications Trade Work, Site Specific Training Time.</p> <p>Changes to Scope of Work: This quote is based on a specific 'Scope of Work' as described above. Changes to this Scope of Work may be requested by the Client or suggested by Beishir Lock &amp; Security as a result of the changing nature of this project, technological advances or other conditions. Any changes or modifications to the Original Scope of Work can only be made by a requested and approved 'Change Order' issued by Beishir Lock &amp; Security and signed by the Client in order to proceed with the installation.</p> <p>Price Guarantee: Copper and steel items will change with market prices due to the volatility of raw materials. Copper cable prices valid 14 calendar days ONLY. All other prices valid 30 days unless noted at the line level. Please note that while Beishir Lock &amp; Security takes great care to ensure affordable product availability, all price and availability guarantees are subject to change at any time due to unforeseen market volatility related to natural disasters and/or other unforeseen manufacturing changes. Any such modifications will be relayed to customer at time of quote acceptance for customer approval prior to proceeding with the work. Please be aware that any structural or device changes to the Project Site could result in the need for different equipment and/or labor than was previously described in this bid. If any changes are made, or to be made, please contact our office to ensure the integrity of the items and pricing noted in this Bid.</p> <p>Bid Acceptance: To accept this bid/proposal, please sign and date a copy of this Quote and Fax, E-Mail or Mail to Beishir Lock &amp; Security Offices. Applicable job deposit must be received with the quote acceptance per the terms above prior to any drawings/material orders/scheduling will take place for this project. If a separate invoice is required for deposit submission, please contact our sales office to have an invoice sent.</p> <p>Warranty: 1 Year Parts, Labor &amp; Software PMA Warranty Included for all Equipment supplied by Beishir Lock &amp; Security unless otherwise stated. Labor warranty includes service during regular business hours (M-F 9am-5pm). After Hours, Weekends &amp; Holiday service will incur normal service rates for those periods. Some hardware devices may include additional warranty period through the manufacturer on a per device basis. Standard labor rates will be apply for troubleshooting, removal and/or replacement of defective items covered by an extended manufacturer warranty if they are beyond the standard 1 year labor warranty. Please contact our office for more information or to obtain a per-item manufacturers warranty list for your project.</p> <p>Taxes &amp; Permits: Unless noted above, this Bid does not include any applicable Taxes, Permits Or Fees that may be required based on your City and/or Municipality. If tax exempt status is required, Sales Tax Exemption Certificate MUST BE SUBMITTED with Quote Approval or Missouri Sales Tax will be applied to the invoice total.</p>	

**NOTE: Quote TOTAL includes ALL listed options. Any option exclusions should be notated and deducted from TOTAL.**

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted and authorization is hereby given to proceed with installation. Payment will be made as outlined above. All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard professional practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Proposal is also subject to any terms and conditions as noted above, or on lease agreements, service contracts and other documents as provided prior to completion of installation.

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

