



**City Council Meeting
Council Chamber**

**December 1, 2022
7:00 P.M.**

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/88609650936?pwd=SDJJWG9aUnR2NWZYa3VQUmNOK2dCQT09>

Dial-in Number: 312 626 6799

Meeting ID: 886 0965 0936

Passcode: 458712

AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
 - A. Regular Council Meeting Minutes from **November 17, 2022**
 - B. Payroll Warrant **#T00336 In the Amount of \$357,043.03**
 - C. General Warrant **#5823 In the Amount of \$290,413.29**
5. Ordinances:
 - A. **Bill #2840** An Ordinance Amending Section 500.020, (Clarifications Applicable to All Adopted Technical Codes) of the City of Arnold Code of Ordinances to Clarify the Duties and Responsibilities of Contractors Performing Work in the City.
6. Resolutions:
 - A. **Resolution #22-61** A Resolution Authorizing the Mayor to Enter into A Contract with Hurst-Rosche Inc. To Provide Professional Engineering Services for Little Muddy Creek Watershed.

- B. **Resolution #22-62** A Resolution authorizing the Mayor to Enter into an Agreement with CI Flooring, LLC.
- C. **Resolution #22-63** A Resolution Authorizing the Mayor to Enter into an Agreement with Shay Roofing, Inc.

7. Motions:

- A. A Motion to Approve Liquor License Applications

8. Reports from Mayor and Council

9. Administrative Reports

10. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100

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

The council meeting was also presented live via Zoom Video Conferencing.

The pledge of allegiance was recited. Mayor Ron Counts offered the prayer.

ROLL CALL

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Fleischmann (excused), Mullins (via Zoom), McArthur, Hood, Fulbright (excused), Cooley, Seidenstricker, Plunk (excused), Richison, Bookless, Lehmann, Sweeney, Crutchley, Wagner (via Zoom), Kroupa (excused) and Chief Carroll.

BUSINESS FROM THE FLOOR

Russell Trampe, 2020 Fairview Drive – Had questions for Chief Carroll regarding the new FLOCK cameras.

CONSENT AGENDA

- A. REGULAR COUNCIL MEETING MINUTES FROM NOVEMBER 3, 2022**
- B. PAYROLL WARRANT #T00335 IN THE AMOUNT OF \$339,487.18**
- C. GENERAL WARRANT #5822 IN THE AMOUNT OF \$325,194.29**

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Mark Hood. Roll call vote: Fleischmann (excused); Mullins, yes; McArthur, yes; Hood, yes; Fulbright, yes; Cooley, yes; Seidenstricker, yes; Plunk (excused); 5 Yeas: **Motion carried.**

ORDINANCES

BILL NO 2840 – AN ORDINANCE APPROVING A CMAQ PROGRAM AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ARNOLD was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann (excused); Mullins, yes; McArthur, yes; Hood, yes; Fulbright, yes; Cooley, yes; Seidenstricker, yes; Plunk (excused); 5 Yeas: **Ordinance passed.**

Before the first reading of Bill No 2841 Tammi Casey announced there was a scrivener's error in the Title of Bill No 2841. While the body of the Ordinance was correct, the title stated "Short Term Rentals" instead of "Home Occupations". The correct version will be read and executed.

BILL NO 2841 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AMENDING CHAPTER 605 OF THE ARNOLD CODE OF ORDINANCES WITH THE ADDITION OF A PROVISION AMENDING REGULATION OF HOME OCCUPATIONS was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann (excused); Mullins, yes; McArthur, yes; Hood, yes; Fulbright, yes; Cooley, yes; Seidenstricker, yes; Plunk (excused); 5 Yeas: **Ordinance passed.**

BILL NO 2842 – AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2022 BUDGET was read twice by City Clerk Tammi Casey. Roll call vote: Fleischmann (excused); Mullins, yes; McArthur, yes; Hood, yes; Fulbright, yes; Cooley, yes; Seidenstricker, yes; Plunk (excused); 5 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO 22-59– A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW TRACK LOADER AND B6 HAMMER

Tim Seidenstricker made a motion and so moved to pass Resolution No 22-59. Seconded by Brian McArthur. Roll call vote: Fleischmann (excused); Mullins, yes; McArthur, yes; Hood, yes; Fulbright, yes; Cooley, yes; Seidenstricker, yes; Plunk (excused); 5 Yeas: **Resolution passed.**

RESOLUTION NO 22-60 – A RESOLUTION AUTHORIZING THE PURCHASE OF A MINI EXCAVATOR

Butch Cooley made a motion and so moved to approve Resolution No 22-60. Seconded by Mark Hood. Roll call vote: Fleischmann (excused); Mullins, yes; McArthur, yes; Hood, yes; Fulbright, yes; Cooley, yes; Seidenstricker, yes; Plunk (excused); 5 Yeas: **Resolution Passed.**

MOTIONS

A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS

Tammi Casey stated that the Liquor Committee had nothing to bring forward this evening.

REPORTS FROM MAYOR AND COUNCIL

Mayor Counts – Stated he was looking forward to the Guns ‘N Hoses boxing match between Arnold Police Officer Joe Siebert and Rock Community Fire District’s Bo Caldwell.

Rodney Mullins, Ward 3 – Thanked everyone involved in making this year’s Veterans Day parade a success.

Tim Seidenstricker, Ward 2 – Thanked Rodney Mullins and Gary Plunk for their hard work with the Veterans Day parade and ceremony.

3

Regular Meeting
November 17, 2022

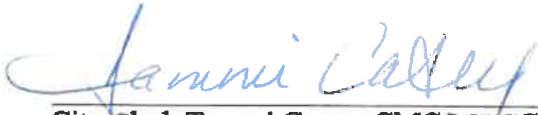
ADMINISTRATIVE REPORTS

Bryan Richison informed everyone that City Hall will be closed next Thursday and Friday in observance of the Thanksgiving holiday.

A motion to adjourn the meeting was made by Butch Cooley. Seconded by Brian McArthur.

Voice vote: All Yeas.

Meeting adjourned at 7:21 p.m.

A handwritten signature in blue ink that reads "Tammi Casey". The signature is written in a cursive style.

City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 11/17/2022

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO 2840	BILL NO 2841	BILL NO 2842	RESOLUTION NO 22-59
MAYOR	<u>RON COUNTS</u>	PRESENT					
COUNCIL:	<u>EJ FLEISCHMANN</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
COUNCIL:	<u>RODNEY MULLINS</u>	VIA ZOOM	YES	YES	YES	YES	YES
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>MARK HOOD</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>JASON FULBRIGHT</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	<u>GARY PLUNK</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DAVE CRUTCHLEY	PRESENT	
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		JUDY WAGNER	VIA ZOOM	
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:		DAN KROUPA	EXCUSED	
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.		CHIEF CARROLL	PRESENT	
CITY ATTORNEY	BOB SWEENEY	PRESENT					



CITY COUNCIL AGENDA ITEM MEMORANDUM

MEETING DATE: December 1, 2022

TITLE: Title V Buildings & Construction (Building Codes): Qualified Contractors

DEPARTMENT: Community Development

PROJECT MANAGER(S): David B. Bookless, AICP
Community Development Director
Randy Noland, MCP
Building Commissioner

ATTACHMENTS: (1) Ordinance
(2) St. Louis Dispatch article: "How out-of-state companies are buying up homes and changing the St. Louis area market"

Property owners, residents, and business owners, on average invest over \$34 million per year on permitted construction, alteration, enlargement, repair, demolition, removal, and maintenance of all buildings and structures in the City. Staff carries out their duties to ensure contractors be licensed with the City and perform such work in conformance with adopted technical codes (i.e. the "Building Code").

In nearly all circumstances, contractors fulfill their obligation to build to approve plans at the direction of City Staff; however, that is not always the case. On occasion, there are contractors who refuse or are unable to comply with orders of the City to meet certain code requirements. Although that may impact a particular open permit, there is no mechanism in place to prevent the same contractor from being granted permits for other properties – and potentially adversely impacting additional citizens of Arnold.

Often such contractors are out-of-state or other non-local investors who buy a number of houses in the City, rehabilitate or remodel them, sell them, and move on; or in some cases utilize the homes for rental income (*see attached article*). Unfortunately, many times the work performed to rehabilitate or remodel such houses is substandard or conducted in such a way as to hide defects from the City, buyers, owners, etc.

Therefore, in order to help prevent undue hardship and financial loss for the Citizens of Arnold, those contractors who demonstrate an unwillingness or inability to abide by the City's adopted codes, this proposed ordinance authorizes the City to suspend or revoke the license of such contractors and relieves staff of being *required* to grant such contractors additional permits. Additionally, the ordinance includes an appeal procedure to ensure the action of staff is not arbitrary and capricious nor conducted maliciously and in bad faith.

AN ORDINANCE AMENDING SECTION 500.020, (CLARIFICATIONS APPLICABLE TO ALL ADOPTED TECHNICAL CODES) OF THE CITY OF ARNOLD CODE OF ORDINANCES TO CLARIFY THE DUTIES AND RESPONSIBILITIES OF CONTRACTORS PERFORMING WORK IN THE CITY.

WHEREAS, the City has from time to time adopted certain minimum regulations governing the design, construction, alteration, enlargement, repair, demolition, removal, maintenance, and use of all buildings and structures; and

WHEREAS, the Citizens of the City of Arnold invest, on average, over thirty-four million dollars (\$34,000,000) per year on the construction, alteration, enlargement, repair, demolition, removal, and maintenance of all buildings and structures in the City; and

WHEREAS, in order to protect the health, safety, morals, and welfare of the citizens of the City of Arnold, to preserve and enhance livability, preserve property values of surrounding buildings, and to ensure that design, construction, alteration, enlargement, repair, demolition, removal, maintenance, and use of all buildings and structures carried out on behalf of the citizens is conducted by qualified firms and individuals, the City requires licensure of such firms and individuals as provided herein; and

WHEREAS, this ordinance is intended to prevent undue hardship and financial loss for the Citizens of Arnold; and

WHEREAS, the Arnold City Council desires to clarify and strengthen city regulations by amending the City of Arnold Code of Ordinances as provided herein.

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

SECTION 1: In the event of conflicts between any provision of this Ordinance and the provisions of any previously adopted and approved Ordinance, the provisions of this Ordinance shall govern.

SECTION 2: Section 500.020, Clarifications Applicable to All Adopted Technical Codes, of the City of Arnold Code of Ordinances is hereby amended by the addition of the following:

- “K. *City Contractor License, Required:*** No contractor shall engage in any work requiring a building permit without the entity performing the work first having obtained a license therefor from the Building Commissioner and paying the designated fee approved by City Council via resolution and maintained by the Building Commissioner. The license shall be in lieu of an otherwise required Business License pursuant to Chapter 605 of this Code and shall be for the annual license year.
- L. *Qualifications of Contractors and Workers:*** The Building Commissioner shall not be required to issue a Contractor License or issue a building permit unless the contractor and their workers are qualified to carry out the proposed work in accordance with the requirements of this code, as determined by the Building Commissioner. The Building Commissioner may suspend or revoke a Contractor License for the same. Refusal or

inability to comply with code requirements on other work shall be considered as evidence of lack of such qualifications.

- M.** *Appeal of the Building Commissioner's Determination of a Contractor or Their Workers Being Unqualified.* A contractor may appeal the Building Commissioner's determination of a contractor or their workers not being qualified solely on grounds that Building Commissioner's action was arbitrary and capricious and was conducted maliciously and in bad faith. The affected contractor shall be granted a hearing before the City Administrator after submission of a written request for appeal, any documentary information to be considered, and established appeal fees. The affected party shall be given at least fifteen (15) days' written notice of the hearing. The City Administrator shall not be bound by the formal rules of evidence and shall conduct the hearing in a fair and impartial manner, giving the parties full opportunity for presentation of evidence, cross-examination of witnesses and argument. If the City Administrator finds that the Building Commissioner determination was not arbitrary and capricious and not conducted maliciously or in bad faith, he or she shall issue an endorsement validating the Building Commissioner's determination. If the City Administrator finds that evidence does not support the aforementioned finding, he or she shall direct the Building Commissioner, if the Contractor's license has been suspended or revoked, to reinstate the same, and to resume the building permit review process as proscribed in the adopted technical codes. The finding of the City Administrator in no way invalidates or alters any requirement of the adopted technical codes, as determined by the Building Commissioner. Any enforcement action taken by the City per the provisions of this Chapter shall be in addition to any other penalties prescribed in the Arnold Code of Ordinances. Any party aggrieved by an order of the City Administrator hereunder may appeal said order to the Circuit Court as provided under Chapter 536, RSMo."

SECTION 3: Saving clause. That nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 4: If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

SECTION 5: All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

SECTION 6: This ordinance shall be in full force and effect from and after its passage and approval.

[Signatures on following page]

READ TWO TIMES, PASSED AND APPROVED ON THIS 1st DAY OF DECEMBER, 2022.

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

Z:\CITYDOCS\ORDINANC\2022\2843 Ordinance - Contractor Duties and Responsibilities (Title V Buildings and Construction).docx
November 28, 2022

https://www.stltoday.com/business/local/how-out-of-state-companies-are-buying-up-homes-and-changing-the-st-louis-area/article_279a03be-7944-5bd9-8d22-2a4eb436bbe3.html

How out-of-state companies are buying up homes and changing the St. Louis area market

Steph Kukuljan , Josh Renaud

Nov 20, 2022



Tammy Merrett, left, and her mother, Ann Merrett, carry a piece of furniture into the home Tammy rents on Courtyard Place in north St. Louis County near Florissant on Sunday, Oct. 23, 2022. Tammy Merrett says she likes living on the street, where she moved after owning a home elsewhere.

David Carson, Post-Dispatch

Steph Kukuljan , Josh Renaud

he brick, ranch-style homes of Courtyard Place in north St. Louis County have for 51 years drawn couples and families seeking their American Dream of becoming homeowners.

Courtyard Place is now drawing out-of-state companies chasing their own American Dream.

The cul-de-sac off Shackelford Road near Florissant, with tall trees and wraparound sidewalks, was built as part of the 900-home Pleasant Hollow subdivision. For decades, it welcomed families looking to move from St. Louis into the suburbs.

But during the Great Recession, many of the homes were foreclosed on. The neighborhood, which already had some rentals, attracted more real estate investors. By 2015, large out-of-state companies such as Ohio-based VineBrook Homes, Austin-based Main Street Renewal and private equity-backed FirstKey Homes began buying out the smaller players.

People are also reading...

- 1 BenFred: With tears in his eyes, Albert Pujols accepts Stan Musial Lifetime Achievement Award**
- 2 St. Louis sportscaster, golf figure Jay Randolph Jr. dies at 53 after brief illness**
- 3 Cardinals allow Alex Reyes, a soaring prospect grounded by injuries, to become free agent**
- 4 Goldy standard! Paul Goldschmidt wins first career NL MVP, joins other Cardinals greats**

Now, just two homes on Courtyard Place are owned by the residents.

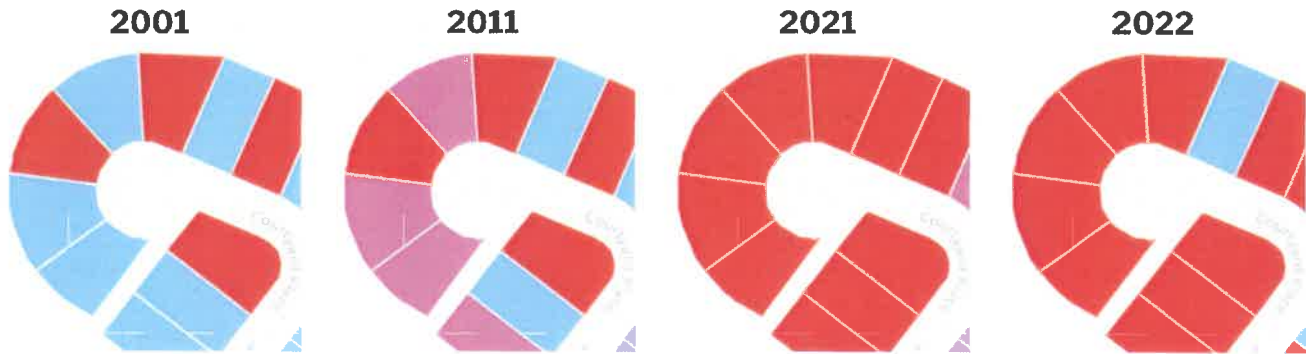
Of the remaining 14, five are owned by smaller investors. The big out-of-state companies own nine.

The transformation of Courtyard Place

Last updated: Nov. 18, 2022

Houses on Courtyard Place, a cul-de-sac in North County, have shifted over two decades from mostly owner-occupied to mostly rentals, a change exacerbated by foreclosures, particularly during the Great Recession.

Key: ■ Owner-occupied ■ Foreclosure* ■ Rental



Graphic by Josh Renaud / St. Louis Post-Dispatch

* Includes all foreclosures in the previous decade

Today, up to 34,000 single-family homes in St. Louis, St. Louis County and St. Charles County are likely owned by investors, according to a Post-Dispatch analysis of real estate records.

That's 6.4% of the single-family housing stock in those counties. But that figure has doubled over the past decade. And the concentration is far higher in some parts of the region — south city, North County, and the O'Fallon area of St. Charles County, especially.

They include mom-and-pop landlords who own one or two properties. But the biggest numbers trace to out-of-state companies that own thousands of houses across the region.

The companies typically buy modest, affordable houses, the kind that first-time homebuyers often seek. They buy one house at a time and they buy in bulk — dozens, if not hundreds, of houses in one purchase.

They have helped change the local housing market since the Great Recession, gradually increasing their share each year. The increased competition has forced some homebuyers to pay over asking price, forgo contingencies and repairs, and wait months to close a deal. Renters say they face high annual rent increases and often struggle to get the companies to make timely repairs. Some subdivisions in North County have started to take action, considering ways to limit the number of investor-owned homes.

“You’re just taking away future wealth from people,” said Hazelwood resident Jean Dantzler, who lives next to a rental house owned by an out-of-state company. “They should be able to go and buy a home and not have to bid against all of these companies.”

The companies are backed with millions of dollars and equipped with technology that reduces buying, renovating and renting houses to an algorithm. That’s allowed them to buy more houses and buy them faster than the average homebuyer and even the local real estate investor.

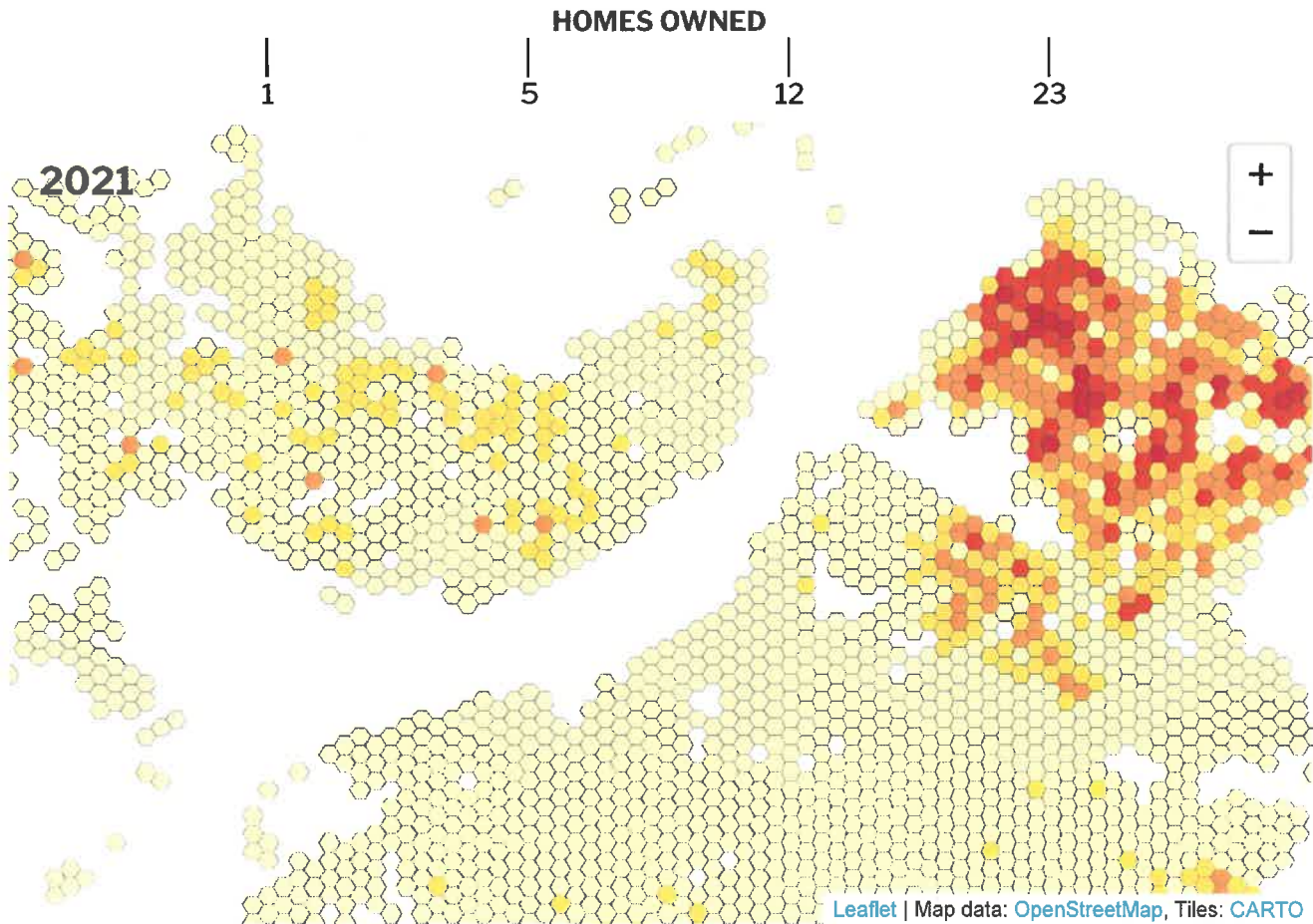
Experts say the companies have reduced the supply of affordable homes in the area. And with higher mortgage rates, many fear that first-time homebuyers are delaying their purchases, and thereby delaying their chance to build wealth.

Already, there are fewer homeowners in St. Louis, St. Louis County and St. Charles County compared to a decade ago. St. Louis County saw the biggest decline — nearly 5 percentage points, to 71.5%, in the first quarter of 2020, the latest data from the U.S. Census Bureau shows.

Biggest investors target affordable homes

Last updated: Nov. 18, 2022

As of 2021, the biggest investors here — VineBrook Homes, Cerberus Capital Management, The Amherst Group, SFR3 Fund and Hughes Private Capital — owned more than 3,500 single-family homes across St. Louis city and St. Louis and St. Charles counties, with a high concentration north of Interstate 270.



Graphic by Josh Renaud / St. Louis Post-Dispatch

Source: P-D analysis of assessment data from St. Louis and St. Charles counties and St. Louis city

Note: This map is divided into roughly one-half sq. km. areas, and shows how many homes in each were owned by the top five out-of-state investors in 2021. No data is shown on the map for areas with fewer than 10 single-family homes.

Investors now own a little more than a fourth of all houses in the Black Jack, Bellefontaine Neighbors and Spanish Lake areas. In parts of Kinloch, Ferguson and Hazelwood, investors are closing in on nearly a quarter of the houses. The city of Florissant found rental houses now outnumber apartments. Out-of-state investors own 45% of its single-family rentals, the city says.

At the same time, average rent for a three-bedroom house in the St. Louis area has risen 37% over the past five years, from \$1,098 to \$1,504 in August, according to the latest data from real estate firm CoreLogic. Nationwide, rent has grown 39% to an average of \$1,933.

Two and a half years ago, one of the out-of-state investment companies asked Spencer Toder, who's worked in real estate and venture capital, to be its lead broker in the St. Louis region, as someone who knew the landscape and could shape its strategy.

He took a look under the hood and walked away. The business model, he said, is predicated on scale, and profit can only come in two ways: raising rents or adding value to the house.

"These are predators coming in and saying that they're just going to raise rents every year," Toder said. "This is a tremendously big shell game that eventually will crash."

The companies, however, say they're stabilizing neighborhoods like Courtyard Place by renovating homes that may have seen years of neglect, while providing renters more options of where to live and what schools they can send their children to. They say they offer a better customer experience than mom-and-pop investors.

The companies also say their overall share of the housing market here and across the U.S. is tiny, and that they aren't to blame for declining homeownership, rising rents and a shortage of homes.

“The family that was going to buy the house has a lot of income, has credit and they probably have a lighter skin tone than the family that moves in after I bought it,” said Sean Dobson, CEO of Amherst Holdings, which owns rental company Main Street Renewal. “There’s a whole bunch of things in this country that have happened over the last 100 years that have created a very sharp divide between who can get a mortgage and can’t. We built a business that serves exactly those people.”



RJ Washington and his son, RJ Washington Jr., 2, play in the cul-de-sac near the rental house they live in on Courtyard Place in north St. Louis County near Florissant on Sunday, Oct. 23, 2022.

David Carson photos, Post-Dispatch

Foreclosures lure investors

Quentin Felton remembers Courtyard Place as a block where he knew all his neighbors when he owned a home there in the early 2000s.

But in 2007, as the country began tipping toward a recession, Felton lost most of the income he was making as a barber and stylist. He tried working with his lender, New Century Financial Corp., on an adjustable rate mortgage that had an initial interest rate of 9.5%.

“They fought with me and refused, no matter what I did,” Felton said.

New Century Financial foreclosed on him in early 2007, around the time the company — one of the country’s biggest subprime mortgage lenders — filed for bankruptcy. When Felton lost his home, a Wentzville-based real estate investor bought it and sold it 13 years later to VineBrook Homes.

“Now, everybody’s wanting to buy homes and rent them out,” Felton said. “They overinflate the prices on them. And it’s ridiculous.”

After the housing crash, banks foreclosed and real estate investors of all means flocked to the St. Louis region. North County especially was a golden egg for investors because it suffered more foreclosures and had many inexpensive houses up for grabs.

“These companies essentially realize that, in majority minority areas, housing prices are depressed enough that they can be purchased for cash and flipped as a rental and be profitable, pretty much day one,” said Glenn Burleigh, community engagement specialist for the Metropolitan St. Louis Equal Housing and Opportunity Council.

“That’s a real concern for us, that a lot of these suburbs that for generations built equity and wealth for white families are now becoming less likely to build equity and wealth for the residents that have moved there who are Black.”

Many companies targeted metro areas poised to recover quicker, like Atlanta and Los Angeles. Others later began eyeing the Rust Belt, where cities still struggling with the foreclosure crisis had thousands of cheap homes available, said John Johnson, a researcher at Marquette University’s Lubar Center in Milwaukee.

“It’s very profitable to be a landlord in the poorest parts of America,” Johnson said.

On Courtyard Place, Georgia-based FirstKey Homes bought a house first in 2015. VineBrook Homes and Main Street Renewal bought into the neighborhood in 2020 and 2021, data shows.

Run by New York hedge fund Cerberus Capital Management, FirstKey Homes owns more than 1,000 houses in the region. FirstKey declined an interview but told the Post-Dispatch in an email that the “overwhelming vast majority” of its homes are purchased on the open market.

“Our small tenth-of-one-percent of the total St. Louis metro area homes are providing access to much-needed single-family rental homes,” FirstKey said in a statement.

VineBrook Homes is now the region’s biggest homeowner, with nearly 1,700 local houses on its books. VineBrook typically buys houses through foreclosure auctions and acquisitions of smaller investors, it said in filings with the Securities and Exchange Commission. Last year, for example, it spent \$354.2 million to buy a portfolio of 2,800 homes from a competitor, including 308 homes in the St. Louis region.

Another competitor, Austin-based Amherst Holdings, a real estate investment trust that operates Main Street Renewal, owns about 435 houses in the region.

“Like a lot of places, there’s not a big supply of modernized, updated, renovated single-family homes (here). So there’s a decent demand for our product,” Dobson, Amherst CEO, said. “We’re very long-term investors. So when we buy an asset, we intend to hold it for decades.”



Courtyard Place, center, is a tree-lined street in north St. Louis County near Florissant, seen on Friday, Oct. 21, 2022.

David Carson, Post-Dispatch

'A suitcase full of money'

Michael Keating Jr. has fielded daily calls and texts from investors wanting to buy his parents' rental house on Courtyard Place, which he called home for at least a decade as a child.

At one time, his parents owned as many as three Courtyard Place houses and over the years sold them to investors who offered a fair price. But today's investors, Keating said, waste his time with lowball offers.

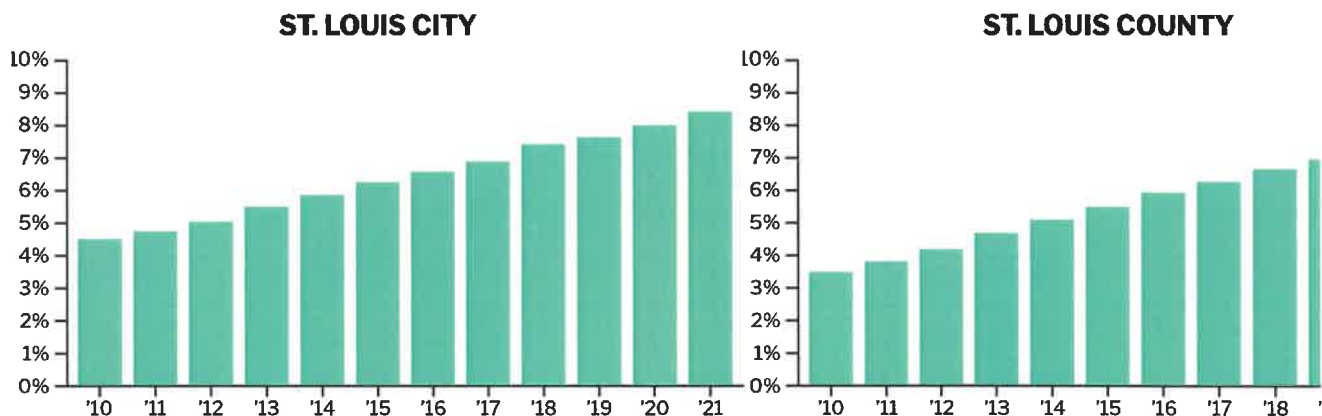
"I'm assuming their tactic works because they're a big company," he said. "It's like fishing. You throw enough lines out, eventually you're gonna catch one."

Homebuyers across the region say investor tactics have curbed their options.

Investors expand their footprint in St. Louis

Last updated: Nov. 18, 2022

Real estate investors have been steadily increasing the share of single-family homes they own in St. Louis city and county, according to a Post-Dispatch analysis.



Graphic by Josh Renaud / St. Louis Post-Dispatch

Source: Post-Dispatch analysis of annual assessment data

Notes: The Post-Dispatch flagged properties as likely investor-owned if the property owner's address differed from the tax address and the owner's name included certain keywords (e.g. "Properties" or "LLC"). A small number of flagged properties may be owned by homebuilders or others.

Jessica Goddard and her husband, John Bowers, looked for months before they bought their first house this summer. They lost count of the number of times they were outbid for a house, but they remember one where an investor offered all cash on a \$130,000 house on Cherokee Street in south St. Louis.

“There’s no inspection, no criteria,” Bowers said. “There’s just like a suitcase full of money.”

VineBrook Homes, FirstKey and Main Street Renewal have headquarters far from St. Louis, but they have boots on the ground: real estate agents charged with finding properties and employees to manage them.

The companies provide the agents with financing statements that say how much to spend and a shopping list of what to look for — such as two-bedroom houses, with no fewer than 850 square feet, in specific areas. They make no emotional purchases.

Advances in data analytics, cloud computing and mobile technologies have made it easier and cheaper to buy houses, manage thousands of them remotely and build scale at unprecedented speed.

The companies use their databases to further reduce costs and optimize operations, said Desiree Fields, a professor at the University of California in Berkeley who studies the digitization of real estate.

“They’re able to run experiments, for lack of a better word. Somebody can say, ‘Why is it taking us so long to turn properties in this area?’ Or, ‘Why are we getting so many maintenance requests from properties here?’” Fields said. “They can drill down into the data, try to understand what’s going on, make a change and then use their analytics to see if that change produces their intended result.”

Even homebuyers able to make competitive offers say they’ve had trouble.

Julia Niessen helped buy a starter house for her daughter and daughter's fiancé in south St. Louis County. Niessen, who was pre-approved for a loan, thought she had an edge: a 21-day close, an inspection but no repairs, and a willingness to bid tens of thousands of dollars over asking price.

But they still lost out to investors who offered all-cash, no inspections and even faster closes.

“We couldn't compete with that,” she said.

Some sellers, however, say investors keep things simple.

James Carroll listed his 1950s-era Bellefontaine Neighbors home in July for \$72,000. The next day an investor from TDM Rentals, whose ownership traces back to Southern California, looked around Carroll's home. The investor went to his car for 20 minutes. Then, the offer came: no inspections, a one-month close and an all-cash offer of \$72,000.

“On the day of the closing,” Carroll said, “I went to the title company, signed the paperwork and within an hour the money was in my account.”

Sean Dobson, the CEO of Amherst, which operates locally as Main Street Renewal, said there are several misconceptions about his industry. His firm does have access to more money with better terms, he said, but he doesn't have the local knowledge that homebuyers do.

Plus, he said, his company is still helping families when it hires local contractors for renovations.

“They've got families and they've got kids. They're not so unhappy that Sean bought a home here,” Dobson said. “Then I put a family in there that chose that home because it was the best option for them.”

But others, like St. Louis University associate professor Bob Lewis, fear the investment companies will not only box buyers out of the market but also derail their paths to homeownership and building wealth.

“If you delay (buying a home), it has a compounding effect,” Lewis said. “That’s gonna be a problem for the United States economy.”

Neighbors ‘fight back’

Some subdivisions and cities in the area are now weighing measures to act. Lewis, for example, helped the city of Florissant draft a new comprehensive plan, approved earlier this year, that calls for the North County municipality to adopt an ordinance limiting the number of rental properties.

Investors found opportunity in Florissant, which has an aging housing stock and the county’s biggest population.

But from September to October, 875 properties had open code violations — and 58% of those homes are owned by out-of-state companies, said Todd Hughes, Florissant’s director of public works. The city wants the companies to be more proactive with issues, especially yardwork.

“A lot of times we’ll hear from the property owners, like, ‘Well, that’s the renter’s responsibility.’ We have to remind them that ‘you own the property — it’s your responsibility,’” Hughes said.

Hughes said his department usually has to call the owners multiple times before they act. That’s if they can find a person to talk to. Owners are required to obtain a rental license in Florissant, with a requirement to name a contact person. But sometimes the owners change managers without notifying the city.



A complicating factor is that the large investors typically buy houses with limited liability companies, such as “VB ONE LLC,” “CSMA BLT LLC” and “ALTO ASSET COMPANY 1.” Many LLCs also use post office boxes.

A dumpster in front of a rental unit is filled with debris from ongoing renovations on Courtyard Place in north St. Louis County, near Florissant, Friday, Oct. 21, 2022.
David Carson, Post-Dispatch

State Rep. Raychel Proudie, D-Ferguson, has heard from constituents who worry about their property values declining because the houses next door are not taken care of and their owners can't be reached.

“The everyday citizen, Joe Missouri, is going to be held responsible for their property in a way that a corporation ... that lets the property sit and rot is not,” Proudie said.

For several years, she's tried to pass a bill that would require LLCs in St. Louis County to provide a name and address of a person responsible for a property. But the Missouri Realtors, an industry advocacy group, has lobbied against it. Chief Lobbyist Sam Licklider said St. Louis-area Realtors were opposed to the bill because the region often passes “draconian” laws against landlords. Proudie's bill could work, he said, “if it's done correctly.”

In North County, resident Mike Moehlenkamp and his neighbors worked to add indentures that limit rental properties in their 1,200-home Wedgewood subdivision, situated between Coldwater Creek and Lindbergh Boulevard. Rental properties weren't being properly maintained, he said, and it was nearly impossible to find contact people for the houses.

“We as a group decided that we were going to fight back and take our neighborhood back,” Moehlenkamp said.

Planning to move out

On Courtyard Place, Tammy Merrett has settled into rental life after owning her own home for 25 years.

She likes the space her rental house, which is owned by Main Street Renewal, provides without the maintenance responsibility. Rent, though, is a few hundred dollars more than what her mortgage payments were.

“I like the street. It’s not a place where people tend to hang out and do things that they maybe shouldn’t be doing,” she said. “The neighbors that I’ve met are really nice and we know each other well enough to wave and say hi.”



Tammy Merrett says she enjoys renting a home on Courtyard Place in north St. Louis County near Florissant, shown Sunday, Oct. 23, 2022. Most of the single family homes on the street are owned by out-of-town corporate real estate investors.

David Carson, Post-Dispatch

But Indya Pruitt is ready to leave after renting on Courtyard Place for three years.

Her rental house was bought by VineBrook Homes in 2020 in a \$2.4 million bulk-purchase deal. Pruitt said she and her boyfriend received no notice that it had been bought by VineBrook — the biggest landlord on the block, with six Courtyard Place houses. They had to wait two months before the company sent a new lease. Her rent initially went from \$1,125 to \$1,140. She renewed it for \$1,240.

She said VineBrook has been slow to fix maintenance issues, such as a leaking toilet, clogged gutters and squirrels that have gotten inside.

Pruitt and her boyfriend plan to move when their lease expires in August. They're aiming to buy a house, though they don't know yet where they'll move.

Pruitt, who is from Webster Groves, says she knows what it's like to live in an area where the residents own their own homes and are invested in their properties.

And it's no longer Courtyard Place.

"People don't stay here long," Pruitt said.

How we did it

The Post-Dispatch analyzed assessor records for 2010-2021 in St. Louis and St. Louis County, and select years in St. Charles County. The paper flagged single-family homes as likely investor-owned if the parcel owner's address differed from the tax address and the owner's name included certain keywords, such as "Properties" or "LLC". A small number of the properties flagged in the analysis may be owned by homebuilders or others.

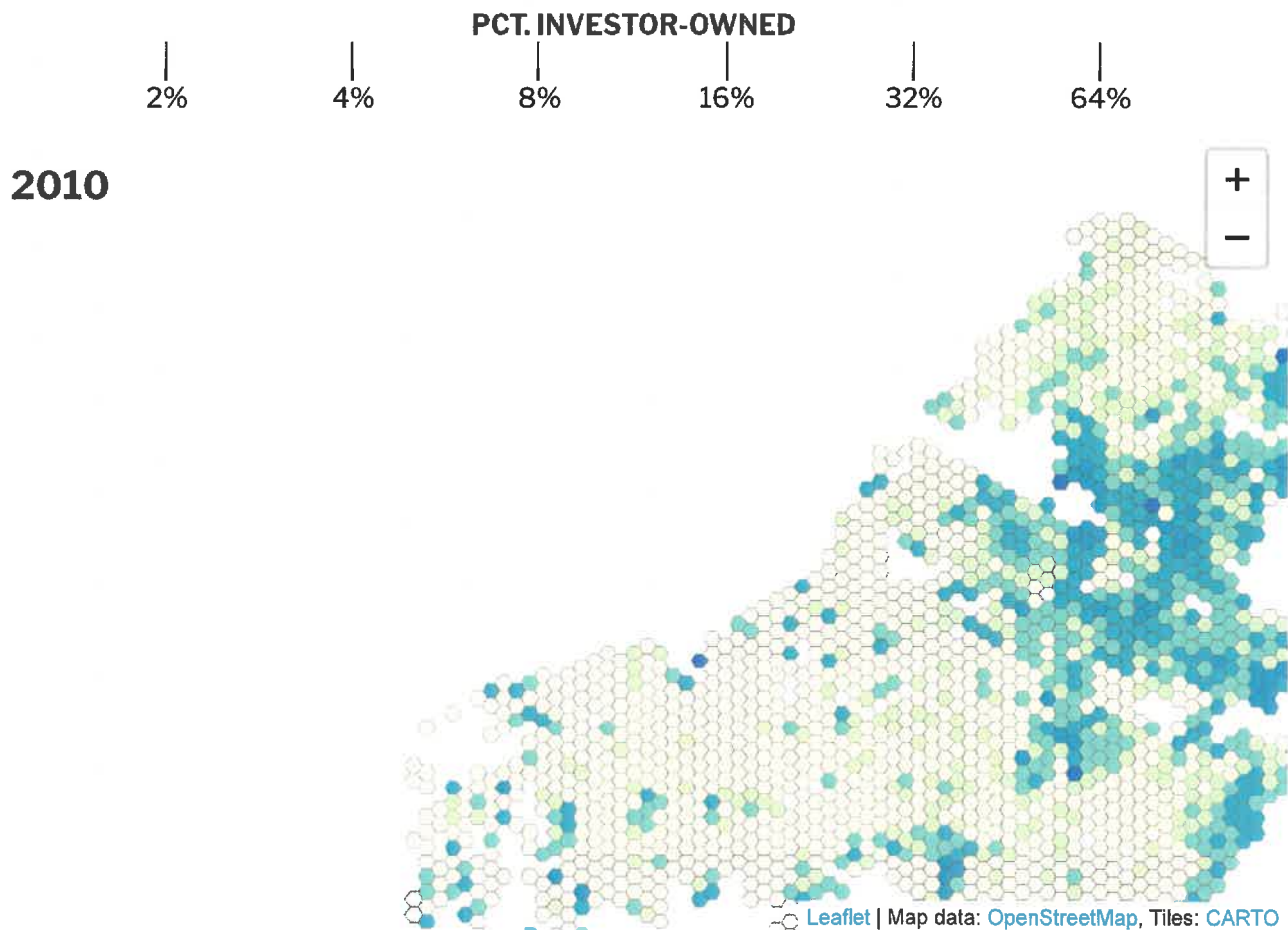
Investors change the housing market

Last updated: Nov. 18, 2022

Real estate investors have been buying up older, cheaper single-family homes in St. Louis city and county. Press the "play" button to see an animation of the change between [2010](#) and [2021](#).

YEAR:





Graphic by Josh Renaud / St. Louis Post-Dispatch

Source: Post-Dispatch analysis of data from St. Louis city and county assessors

Notes: The Post-Dispatch flagged parcels as likely investor-owned if the parcel owner's address differed from the tax address and the owner's name included certain keywords (e.g. "Properties" or "LLC"). A small number of these flagged parcels may be owned by homebuilders or others. Areas with fewer than 10 single-family homes are omitted from the map.

By Steph Kukuljan

Steph Kukuljan covers real estate and development for the St. Louis Post-Dispatch. She is a St. Louis native.

By Josh Renaud

Josh Renaud is a developer for the St. Louis Post-Dispatch.

RESOLUTION NO: 22-61

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH HURST-ROSCHE INC. TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES FOR LITTLE MUDDY
CREEK WATERSHED.

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 Hurst-Rosche Inc. to provide professional engineering services to design selective improvements to stormwater management infrastructure in the Little Muddy Creek Watershed and adjacent neighborhood for the amount not to exceed \$40,000 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: _____



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

5 Bank Square
East St Louis, IL 62203
(t) 618.398.0890

www.hurst-rosche.com

November 22, 2022

Ms. Judy Wagner, P.E.
Public Works Director
City of Arnold
2900 Arnold Tenbrook Road
Arnold, MO 63010

SUBJECT: Little Muddy Creek Watershed
Stormwater Management Improvements
Contract Modification

Dear Judy,

Per our recent discussions, we are pleased to submit this contract modification to the proposal for engineering services for the referenced project, to design selective improvements to stormwater management infrastructure in the Little Muddy Creek Watershed and adjacent neighborhood.

As discussed, the scope of the project has grown beyond the original areas to include adjacent work and areas, and as such our costs for survey and design have grown accordingly.

We anticipate the engineering fees required for the above additional scope if work to be approximately \$40,000, to be billed on an hourly rate, not-to-exceed basis.

Following the final completion of the bid documents and final opinion of probable cost, which are very nearly done, we would proceed to the bidding and construction phase for the project, for which a separate proposal would be provided for your review and approval.

If the above should be acceptable to you and the City Council, please sign in the space provided below. If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



James W. Nold
Senior Project Manager

Accepted by: City of Arnold, MO

Name

Date

Title/Position

RESOLUTION NO: 22-62

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH CI FLOORING, LLC

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into an agreement with CI FLOORING, LLC to replace the flooring in Meeting Rooms 1,2, and 3 at the Arnold Recreation Center in the amount of \$59,975.00

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

BIDDING INSTRUCTIONS;

BID DUE DATE: November 22, 2022

TIME: 9:55am

DIRECT BIDS TO: Tammi Casey, 2101 Jeffco Blvd, Arnold MO 63010

Resilient multi-use 6.2 athletic flooring bid **\$ 56,700.00**
Fifty-Six Thousand, Seven Hundred & 00/100 Dollars

Tarkett Resilient wall base bid **\$ 3,275.00**
Three Thousand, Seventy-Five & 00/100 Dollars

Total amount: **\$ 59,975.00**
Fifty-Nine Thousand, Nine Hundred, Seventy-Five & 00/100 Dollars

CONTRACTOR COMPANY: **CI FLOORING, LLC**
ADDRESS: **6291 LEMAY FERRY RD., ST, LOUIS, MO 63129**
NAME; **DEL CARTER**

AUTHORIZED SIGNATURE: 

DATE: **11/21/2022**

DATE AVAILABLE TO START: AS SOON AS MATERIAL IS RECEIVED

Hold Harmless Agreement

To the fullest extent permitted by law, CI Flooring, LLC, hereafter referred to as Contractor, agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers, invitees, lessees and employees from and against any and all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

Pursuant to the requirements of the bid and contract for **ATHLETIC FLOORING PROJECT**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$2,000,000 each occurrence/\$4,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$2,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insured as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional

insured. Contractor agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.



CONTRACTOR

11/22/2022

DATE

STATE OF MISSOURI)
) ss
COUNTY OF St. Louis)

OSHA AFFIDAVIT

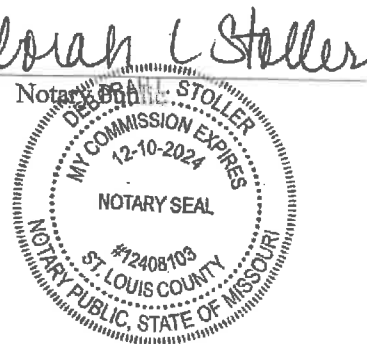
Before me, the undersigned Notary Public, personally came and appeared Del Carter,
(NAME-PRINTED)
Sr. Account Manager of CI Flooring, LLC
(POSITION) (NAME OF COMPANY)

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

Del Carter
(SIGNATURE)

Subscribed and sworn to before me this 22nd day of November, 20 22

My commission expires on: 12.18.24



STATE OF MISSOURI)
COUNTY OF St. Louis) ss

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, personally came and appeared

Del Carter , Sr. Account Manager of
(NAME) (POSITION)

CI Flooring, LLC
(NAME OF COMPANY)

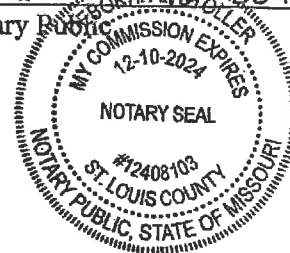
(~~a corporation~~) (a partnership) (~~a proprietorship~~) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. 29 issued by the Division of Labor Standards on the 10th day of March 20 22, in carrying out the contract and work in connection with the **ATHLETIC FLOORING PROJECT** located in the City of Arnold in Jefferson County, Missouri, and completed on the 22nd day of November, 20 22.

Del Carter
(SIGNATURE)

Subscribed and sworn to before me this 22nd day of November, 20 22

Deborah L. Staller
Notary Public

My commission expires on: 12.10.24



STATE OF MISSOURI)
) ss
COUNTY OF St. Louis)

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me Del Carter as Sr. Account Manager of CI Flooring, LLC,
(NAME) (OFFICE HELD) (COMPANY NAME)

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

I also affirm that CI Flooring, LLC did not and would not knowingly
(COMPANY NAME)
purchase or supply manufactured goods or commodities used on the aforementioned City of Arnold project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to penalties provided under Section 575.040 RSMo).

Del Carter
SIGNATURE (PERSON WITH AUTHORITY)

Del Carter
(PRINTED NAME)

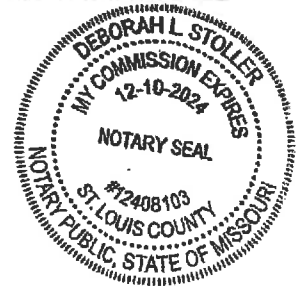
Sr. Account Manager
(TITLE)

11/22/2022
(DATE)

Subscribed and sworn to before me this 22nd day of November, 20 22.

Deborah L Stoller
Notary Public

My commission expires on: 12.10.24



NON-COLLUSION FORM

Del Carter 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

CI Flooring, LLC
(NAME, INDICATE IF CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

Sr. Account Manager
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

[Handwritten signature]

By Del Carter

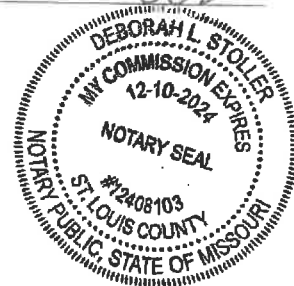
Subscribed and sworn to before me this 22nd day of November, 20 22

Deborah L Stoller

Notary Public

My commission expires on:

12.10.24



Affidavit of Work Authorization

Comes now Del Carter (name) as Sr. Account Manager (office held) first being duly sworn, on my oath, affirm CI Flooring, LLC (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 **ATHLETIC FLOORING PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that CI Flooring, LLC (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 **ATHLETIC FLOORING PROJECT** for the duration of the contract, if awarded.

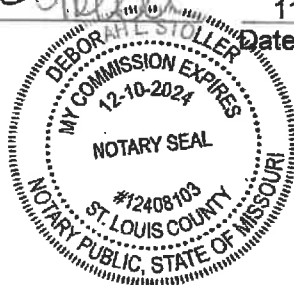
In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Del Carter Signature Del Carter Printed Name

Sr. Account Manager Title 11/22/2022 Date

Subscribed and sworn before me the 22nd day of November, I am commissioned as a notary public within the county of St. Louis, State of Missouri, and my commission expires on 12.10.24.

Deborah C. Stoller Signature of notary 11/22/2022 Date





Proposal

Attn: KAREN FAY
From: DEL CARTER
Estimator: _____
Admin: _____
Revision #: _____
Date: 11/21/2022 *Bid Due Date:* 11/22/2022
Plan Date: _____ *Addendum:* _____

To
 CITY OF ARNOLD
 2101 JEFFCO BLVD
 ARNOLD, MO 63010
 Phone: (636) 282-2380-

Project
 ARNOLD REC CENTER--MULTI-PURPOSE ROOMS
 1695 MISSOURI STATE RD
 ARNOLD, MO 63010

CI FLOORING PROPOSES TO DEMO EXISTING FLOORING & BASE; FURNISH AND INSTALL MULTI-PURPOSE SPORTS FLOOR & RESILIENT MILLWORK BASE & NECESSARY ACCESSORIES

TOTAL (THESE LINE ITEMS TAX EXEMPT) \$ 59,975.00

CI FLOORING IS PLEASED TO SUBMIT THIS PROPOSAL FOR YOUR ACCEPTANCE. BUYER IS SUBJECT TO MANUFACTURERS PRICE INCREASE PRIOR TO ORDER PLACEMENT, AS WELL AS APPLICABLE TAX. SELLER RETAINS A PURCHASE MONEY INTEREST. BY ACCEPTING THIS PROPOSAL, YOU AGREE TO OUR FULL TERMS AND CONDITIONS - A CONVENIENCE FEE OF 3.25% WILL APPLY TO CREDIT CARD PAYMENTS.

THE TERMS AND CONDITIONS OF THIS PROPOSAL ARE IN EFFECT UNTIL AN ACCEPTABLE CONTRACT IS EXECUTED.

- FLOOR DEMO INCLUDED
- NO MAJOR FLOOR PREPARATION, LEVELING OR GRINDING OF SUBFLOOR
- NO MOISTURE MITIGATION &/OR REMEDIATION
- FLOORING FIGURED AS TARAFLEX, MULTI-USE 6.2, TWO COLORS
- BASE FIGURED AS JOHNSONITE, MILLWORK REVEAL, MW-XX-F6, 1/4"X6"H
- MOVING OF FURNITURE AND FIXTURES BY OWNER
- WAXING, BUFFING, AND VACUUMING NOT INCLUDED
- PRICE EXCLUDES SALES TAX
- PERFORMANCE & PAYMENT BOND INCLUDED
- PRICE EFFECTIVE FOR 30 DAYS
- REMOVAL AND DISPOSAL OF EXISTING FLOORING TO DUMPSTER PROVIDED BY CI FLOORING
- ALL WORK TO BE PERFORMED DURING REGULAR HOURS
- MINOR FLOOR PREPARATION INCLUDED
- AREAS MUST BE FREE AND CLEAR PRIOR TO INSTALLATION OF NEW FLOORING
- CI FLOORING CANNOT GUARANTEE THE SCHEDULING AND PERFORMING OF WORK WITHOUT AT LEAST 1 WEEK NOTICE
- A 50% DEPOSIT IS REQUIRED WITHIN (5) BUSINESS DAYS OF ORDER PLACEMENT
- FINAL CONTRACT PRICE SUBJECT TO CHANGE DUE TO MANUFACTURER TARIFFS

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

CI Flooring, LLC
Signed: Del Carter
 DEL CARTER
11/22/22

CITY OF ARNOLD
Signed: _____
Proposed Installation Start Date: _____

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this first day of December 2022, by and between **CI FLOORING LLC** hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on December 1, 2022, 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 **ATHLETIC FLOORING 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:

This contract shall be binding for **2 years** which shall begin **TBD**.

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 five hundred dollars (\$500.00) per calendar day. Those damages shall be used to pay the expenses of the inspectors and the services of the Parks and Recreation Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Parks and Recreation Director, shall be reported 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 the Contractor for the performance of the work, a sum not to exceed the total cost as shown on **ATHLETIC FLOORING PROJECT** bid, the amount of **\$ 59,975.00** attached hereto as shown on the Contractors bid form.

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **ATHLETIC FLOORING 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 unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. **PAYMENTS TO CONTRACTOR:**

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

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

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

In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

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

Article 6. INSURANCE:

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

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

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

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

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

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

Article 8. THE CONTRACT DOCUMENTS:

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

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

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: _____
Contractor Address: _____

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:

Title _____

By: _____
Tammi Casey, City Clerk

By: _____
Signature

Date

Title

(SEAL)

Date

Telephone No.

(SEAL)

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO: 22-63

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH SHAY ROOFING, INC

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into an agreement with SHAY ROOFING, INC to replace the roof at the Arnold Recreation Center in the amount of \$809,908.00

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this first day of December 2022, by and between **SHAY ROOFING INC** hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on December 1, 2022, 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 **Roof Replacement** 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:

This contract shall be binding for **2 years** which shall begin TBD.

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 five hundred dollars (\$500.00) per calendar day. Those damages shall be used to pay the expenses of the inspectors and the services of the Parks and Recreation Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Parks and Recreation Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

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

Article 3. CONTRACT PRICE:

The City shall pay the Contractor for the performance of the work, a sum not to exceed the total cost as shown on **ROOF REPLACEMENT PROJECT** bid, the amount of **\$ 809,908.00** attached hereto as shown on the Contractors bid form.

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **Roof 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 unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

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

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

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

In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

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

Article 6. INSURANCE:

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

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

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

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

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

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

Article 8. THE CONTRACT DOCUMENTS:

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

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

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: _____
Contractor Address:

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:

Title _____

By: _____
Tammi Casey, City Clerk

By: _____
Signature

Date

Title

(SEAL)

Date

Telephone No.

(SEAL)

APPROVED AS TO FORM:

City Attorney

materials and rubbish from and about the project, as well as all tools, equipment and surplus materials.

Upon completion of the work, a final inspection will be conducted by the City of Arnold representative and the Roofing Materials Manufacturer Representative. After satisfactory correction of any deficiencies found during final inspection, the project will be finale.

BIDDING INSTRUCTIONS;

BID DUE DATE: November 15, 2022


TIME: 9:55am _____

DIRECT BIDS TO: Tammi Casey (636) 296-2100 option 4 or emailing tcasey@arnoldmo.org. 2101 Jeffco Blvd Arnold MO 63010

Base Bid #1 Replacement of section C, restore section A,B,D.	\$ 809,908.00
Option 1 . Add on; Cold process for section C	\$ 27,870.00

QUOTE TOTAL PRICES FOR THE FOLLOWING: (Not included in Base Bid)

Metal Deck replacement per sq. ft.	\$ 12.00
Metal deck overlay replacement per sq. ft.	\$ 10.00
Rust inhibitor	\$ 3.00
Replace wet insulation	\$ 9.50

CONTRACTOR COMPANY: SHAY ROOFING, INC.
ADDRESS: 400 S. BARTSE ST., MILLSTADT, ILL 62240
NAME: GLENN WENZEL
AUTHORIZED SIGNATURE: 

DATE: 11/15/22

DATE AVAILABLE TO START: 3/20/23

Hold Harmless Agreement

To the fullest extent permitted by law, SHAY ROOFING, INC., hereafter referred to as Contractor, agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers, invitees, lessees and employees from and against any and all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

Pursuant to the requirements of the bid and contract for **ROOF REPLACEMENT PROJECT**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$2,000,000 each occurrence/\$4,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$2,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insured as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. Contractor agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance

requirement shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.



CONTRACTOR

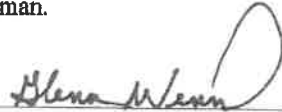
01/15/22
DATE

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

OSHA AFFIDAVIT

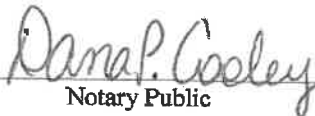
Before me, the undersigned Notary Public, personally came and appeared GLENN WENZEL,
(NAME-PRINTED)
PRESIDENT of SHAW ROOFING, INC.
(POSITION) (NAME OF COMPANY)

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



(SIGNATURE)

Subscribed and sworn to before me this 15TH day of NOVEMBER, 20 22



Notary Public

My commission expires on: 5-22-2024



STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, personally came and appeared

GLENN WENZEL , PRESIDENT of
(NAME) (POSITION)

SHAY ROOFING INC.
(NAME OF COMPANY)

(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. 29 issued by the Division of Labor Standards on the 10TH day of MARCH 2022, in carrying out the contract and work in connection with the **Roof Replacement Project** located in the City of Arnold in Jefferson County, Missouri, and completed on the TBD day of TBD, 2023.

Glenn Wenzel
(SIGNATURE)

Subscribed and sworn to before me this 15TH day of NOVEMBER, 2022

Dana P. Cooley
Notary Public

My commission expires on: 5-22-2024



STATE OF MISSOURI)
) ss
COUNTY OF JEFFERSON)

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me GLENN WENZEL as PRESIDENT of SHAY ROOFING, INC.,
(NAME) (OFFICE HELD) (COMPANY NAME)

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

I also affirm that SHAY ROOFING, INC. did not and would not knowingly
(COMPANY NAME)
purchase or supply manufactured goods or commodities used on the aforementioned City of Arnold project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to penalties provided under Section 575.040 RSMo).

Glenn Wenzel
SIGNATURE (PERSON WITH AUTHORITY)

GLENN WENZEL
(PRINTED NAME)

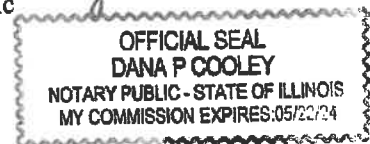
PRESIDENT
(TITLE)

11/15/2022
(DATE)

Subscribed and sworn to before me this 15TH day of NOVEMBER, 20 22.

Dana P. Cooley
Notary Public

My commission expires on: 5-22-2024



NON-COLLUSION FORM

GLENN WENZEL

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

SHAY ROOFING INC., CORPORATION - MISSOURI
(NAME, INDICATE IF CORPORATION,
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

PRESIDENT
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

[Handwritten Signature]

By Glenn Wenzel

Subscribed and sworn to before me this 15th day of November, 20 22.

Dana P. Cooley
Notary Public

My commission expires on: 5-22-2024



Affidavit of Work Authorization

Comes now GLENN WENZEL (name) as PRESIDENT (office held) first being duly sworn, on my oath, affirm SHAY ROOFING, INC. (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 **Roof Replacement Project** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that SHAY ROOFING, INC. (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 **Roof 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).

Glenn Wenzel
Signature

GLENN WENZEL
Printed Name

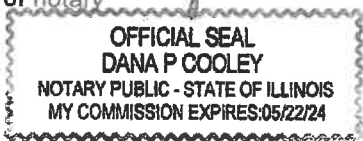
PRESIDENT
Title

11/15/22
Date

Subscribed and sworn before me the 15TH day of NOVEMBER, 2022. I am commissioned as a notary public within the county of St. Clair. State of Illinois, and my commission expires on 5-22-2024.

Dana P. Cooley
Signature of notary

11-15-2022
Date



materials and rubbish from and about the project, as well as all tools, equipment and surplus materials.

Upon completion of the work, a final inspection will be conducted by the City of Arnold representative and the Roofing Materials Manufacturer Representative. After satisfactory correction of any deficiencies found during final inspection, the project will be finale.

BIDDING INSTRUCTIONS;

BID DUE DATE: November 15, 2022

TIME: 9:55am

DIRECT BIDS TO: Tammi Casey (636) 296-2100 option 4 or emailing tcasey@arnoldmo.org. 2101 Jeffco Blvd Arnold MO 63010

Base Bid #1 Replacement of section C, restore section A,B,D.	\$ 863,673
Option 1 . Add on; Cold process for section C	\$ 48,204

QUOTE TOTAL PRICES FOR THE FOLLOWING: (Not included in Base Bid)

Metal Deck replacement per sq. ft.	\$ 20.00
Metal deck overlay replacement per sq. ft.	\$ 16.00
Rust inhibitor	\$ 8.50 sq.ft.
Replace wet insulation	\$ 6.25

CONTRACTOR COMPANY: Meinerslager Roofing + Sheet Metal
ADRESS: 1501 New Rexcine Rd. Farmington Mo. 63648
NAME: Faron Doty
AUTHORIZED SIGNATURE: *Faron Doty*

DATE: 11-15-22

DATE AVAILABLE TO START: TBD
April 83

materials and rubbish from and about the project, as well as all tools, equipment and surplus materials.

Upon completion of the work, a final inspection will be conducted by the City of Arnold representative and the Roofing Materials Manufacturer Representative. After satisfactory correction of any deficiencies found during final inspection, the project will be finale.

BIDDING INSTRUCTIONS;

BID DUE DATE: November 15, 2022

TIME: 9:55am _____

DIRECT BIDS TO: Tammi Casey (636) 296-2100 option 4 or emailing tcasev@arnoldmo.org, 2101 Jeffco Blvd Arnold MO 63010

Base Bid #1 Replacement of section C, restore section A,B,D.
Option 1 . Add on; Cold process for section C

\$ 1,036,844⁰⁰
\$ 82,000

QUOTE TOTAL PRICES FOR THE FOLLOWING: (Not included in Base Bid)

Metal Deck replacement per sq. ft.

\$ 20⁰⁰

Metal deck overlay replacement per sq. ft.

\$ 15⁰⁰

Rust inhibitor

\$ 10⁰⁰

Replace wet insulation

\$ 8⁰⁰

CONTRACTOR COMPANY: Lakeside Roofing
ADRESS: 2205 Vandalia Avenue, Collinsville IL 62234
NAME: Dennis Woods
AUTHORIZED SIGNATURE:



DATE: 11/14/22

DATE AVAILABLE TO START: TBD