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**City Council Meeting  
Council Chamber**

**February 15, 2024  
7:00 P.M.**

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## **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 **February 1, 2024.**
  - B. Payroll Warrant **#T00648 In the Amount of \$413,220.14.**
  - C. General Warrant **#5852 In the Amount of \$625,246.76.**
5. Ordinances:
6. Resolutions:
  - A. **Resolution #24-07** A Resolution Re-Appointing Individuals to Serve on the Parks Board with Different Expiration Dates.
  - B. **Resolution 24-08** A Resolution Authorizing the County of Jefferson, Missouri to Attach a Special Tax to the Property Tax Bill for a Property Located at 3532 Telegraph Road, Also Described as Parcel Number 093.005.01002018, in Order to Collect the Costs Associated with the Abatement of a Nuisance.
  - C. **Resolution 24-09** A Resolution Authorizing the Purchase of a Certain Parcel of Property Owned in Trust by the Jefferson County, Missouri Delinquent Tax Trustee.

**D. Resolution 24-10 A Resolution Authorizing the Mayor to Enter into an Agreement with Peter's Eichler Mechanical Inc.**

7. Motions:

- A. A Motion to Approve Liquor License Applications.
- B. A Motion to Approve the Destruction of the Attached List of Files.
- C. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigation, Real Estate, and Contract Negotiations Pursuant to RSMo 610.021 (1), (2), and (12).

8. Reports from the 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 pledge of allegiance was recited. Councilman Gary Plunk offered the prayer.

### **ROLL CALL**

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

### **BUSINESS FROM THE FLOOR**

None

### **CONSENT AGENDA**

- A. REGULAR COUNCIL MEETING MINUTES FROM JANUARY 18, 2024**
- B. PAYROLL WARRANT #T00642 IN THE AMOUNT OF \$450,133.71**
- C. GENERAL WARRANT #5851 IN THE AMOUNT OF \$787,540.51**

**Butch Cooley made a motion and so moved to approve the consent agenda.** Seconded by EJ Fleischmann. Roll call vote: McArthur, yes; Moritz, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, (excused); Plunk, yes; Hood, yes; 7 Yeas: **Motion carried.**

### **ORDINANCES**

None

### **RESOLUTIONS**

#### **RESOLUTION NO. 24-06 – A RESOLUTION APPOINTING INDIVIDUALS TO SERVE ON THE VETERANS COMMISSION WITH DIFFERENT EXPIRATION DATES**

**Gary Plunk made a motion and so moved to approve Resolution No 24-06.** Seconded by Rodney Mullins. Roll call vote: McArthur, yes; Moritz, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, (excused); Plunk, yes; Hood, yes; 7 Yeas: **Resolution passed.**

### **MOTIONS**

#### **A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS**

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

**B. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING REAL ESTATE PURSUANT TO RSMo 610.021 (2)**

**Bill Moritz made a motion and so moved to hold a closed session immediately following the city council meeting.** Seconded by Brian McArthur. Roll call vote: McArthur, yes; Moritz, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, (excused); Plunk, yes; Hood, yes; 7 Yeas: **Motion carried.**

**REPORTS FROM MAYOR AND COUNCIL**

Rodney Mullins, Ward 3 – Informed council that with the appointments tonight, the Veterans Commission is now full.

Bill Moritz, Ward 2 – Informed council that he had invited Lori Arons, newly appointed Jefferson County council person for District 3, to the meeting tonight. She couldn't attend tonight, however plans to come to a future meeting to introduce herself to the council.

**ADMINISTRATIVE REPORTS**

Bryan Richison – Recognized two long-time employees who recently retired. Tom Palasky, a city employee for 29 years and Darryl Kienzle, an employee for 49 years. Both will be greatly missed. A retirement luncheon was held in their honor last week.

Chief Carroll – Informed everyone that there will be a heavy police presence in the city tomorrow. The department received a grant for officers to look for expired plates and expired temp tags. In 2023 alone 937 tickets were issued for expired plates, 790 tickets for no insurance and 2099 warnings were issued. Other municipalities, as well as the sheriff's, office will be out as well.

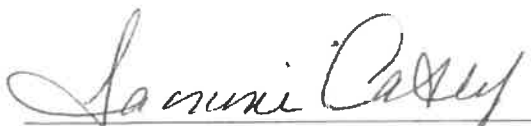
Mayor Counts announced a five-minute recess before going into Closed Session.

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Closed Session ended at 7:57 p.m.

A motion to adjourn the meeting was made by Mark Hood. Seconded by Rodney Mullins.

Voice vote: All Yeas.

Meeting adjourned at 7:57 p.m.

  
\_\_\_\_\_  
City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 2/2/2024

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO 24-06	MOTION TO HOLD CLOSED SESSION		
<b>COUNCIL MEMBERS:</b>							
<b>MAYOR</b>	RON COUNTS	PRESENT					
<b>COUNCIL:</b>	BRIAN MCARTHUR	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	BILL MORITZ	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	RODNEY MULLINS	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	EJ FLEISCHMANN	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	BUTCH COOLEY	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	JASON FULBRIGHT	EXCUSED	EXCUSED	EXCUSED	EXCUSED		
<b>COUNCIL:</b>	GARY PLUNK	PRESENT	YES	YES	YES		
<b>COUNCIL:</b>	MARK HOOD	PRESENT	YES	YES	YES		
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>		DAVE CRUTCHLEY		PRESENT
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>		JUDY WAGNER		PRESENT
<b>COM DEV</b>	DAVID BOOKLESS	PRESENT	<b>TREASURER:</b>		DAN KROUPA		EXCUSED
<b>FINANCE DIRECTOR</b>	BILL LEHMANN	PRESENT	<b>POLICE DEPT.</b>		CHIEF CARROLL		PRESENT
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT					

**RESOLUTION NO. 24-07**

**A RESOLUTION RE-APPOINTING INDIVIDUALS  
TO SERVE ON THE PARKS BOARD WITH DIFFERENT  
EXPIRATION DATES**

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**BE IT RESOLVED** by the Council of the City of Arnold, Missouri, that the following individuals are hereby appointed to serve on the Parks Board until their term expires or a successor has been duly appointed and qualified.

1. Joyce Thomas is hereby re-appointed as a member of the Parks Board to serve a two-year term that will expire on February 20, 2026.
2. Marilyn Yeager is hereby re-appointed as a member of the Parks Board to serve a two-year term that will expire on February 1, 2026.
3. William McIlwee is hereby re-appointed as a member of the Parks Board to serve a two-year term that will expire on August 5, 2025.

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

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

**ATTEST:**

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

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

**RESOLUTION NO. 24-08**

**A RESOLUTION AUTHORIZING THE COUNTY OF JEFFERSON, MISSOURI TO ATTACH A SPECIAL TAX TO THE PROPERTY TAX BILL FOR A PROPERTY LOCATED AT 3532 TELEGRAPH ROAD, ALSO DESCRIBED AS PARCEL NUMBER 093.005.01002018, IN ORDER TO COLLECT THE COSTS ASSOCIATED WITH THE ABATEMENT OF A NUISANCE.**

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**WHEREAS**, Chapter 220 General Nuisances of the Code of Ordinances authorizes the City of Arnold (hereinafter "City") to prevent, abate or remove all nuisances and dangerous buildings or structures on public or private property in a summary manner; and

**WHEREAS**, the City caused the demolition of a dangerous building or structure, located at 3532 Telegraph Road, pursuant to procedures contained in Chapter 220 General Nuisances of the Municipal Code of Ordinances;

**WHEREAS**, Chapter 220 General Nuisances of the Municipal Code of Ordinances authorizes the City to assess all costs and expenses incurred by the City in removing or abating any dangerous building or structure and/or nuisance on any private property in the form of a special tax bill;

**WHEREAS**, the City incurred costs and expenses totaling \$65,230.88, and as itemized in the attached Exhibit A;

**WHEREAS**, the City requests the County of Jefferson to collect on the County tax rolls certain charges which have been imposed pursuant to the demolition of a dangerous building or structure located at 3532 Telegraph Road, Arnold, Missouri; and

**WHEREAS**, the County has required as a condition of the collection of said charges that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof;

**NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI DOES HEREBY AUTHORIZE AS FOLLOWS:**

**Section 1.** The Collector of Jefferson County, Missouri to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, described in the recitals above and as itemized in the attached Exhibit A.

**Section 2.** The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Jefferson County comply with all requirements of State law.

**Section 3.** The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action; and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges.

City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.

**Section 4.** The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.

**Section 5.** The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges.

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

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

**ATTEST:**

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

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



## EXHIBIT A

**Subject Property:**

3532 Telegraph Road.; Arnold, MO 63010

**Total Incurred Costs and Expenses Summary:**

Title Search	\$195.00
Legal Advertisements	35.88
Demolition	<u>65,000.00</u>
<b>Total</b>	<b><u>\$65,230.88</u></b>

**Attachments:**

- 1) Invoice #39093 from Hillsboro Title Company dated 07/05/2023
- 2) Invoice #745643926 from BridgeTower Media/The Countian (Jefferson) dated 09/29/2023
- 3) Invoice #240 from Tubbs & Son Construction dated 02/02/2024

Hillsboro Title Company  
PO Box 500  
Hillsboro, MO 63050  
636-797-4222



# Invoice

Date: 07/05/2023  
Number: 39093

City of Arnold  
2101 Jeffco Blvd  
Arnold, MO 63010

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
H66584	Road to Load Best Movers LLC		Letter Report	3532 Telegraph Road, Arnold, MO 63010	\$195.00
Total					\$195.00
Total Due					\$195.00

Dept \_\_\_\_\_ Vendor \_\_\_\_\_  
Approved For Payment 033  
Account Number 240 43265  
Project \_\_\_\_\_ Account \_\_\_\_\_

ENTD JUL 10 2023

REC'D JUL 10 2023



A Division of BridgeTower Media  
 P.O Box 745929  
 Atlanta, GA 30374-5929

Invoice # 745643926  
 Invoice Date 09/29/2023  
 Customer CITY Of Arnold, ID: 58578  
 Payment Terms Net 30  
 Due Date 10/29/2023

**BILLING ADDRESS**

Randy Noland  
 CITY Of Arnold  
 2101 Jeffco Blvd  
 Arnold MO 630102742

**ADVERTISER**

CITY Of Arnold, ID: 58578  
 2101 Jeffco Blvd  
 Arnold MO 630102742

INVOICE REF	MEDIA	DATE	PO	EDITION	QTY	AD SIZE
1007161011	The Countian (Jefferson) - Public Notice	09/22/23		Legal - Government	1	Legal - Government
1007165674	The Countian (Jefferson) - Public Notice	09/29/23		Legal - Government	1	Legal - Government

Thank you for your business!  
 IOID: 2540555  
 Index: Government  
 Category: Hearings and Minutes  
 Affidavit Reference: Dangerous Structure(s)

<b>Subtotal</b>	\$35.88
<b>Tax</b>	\$0.00
<b>Credits</b>	\$0.00
<b>BALANCE DUE</b>	\$35.88

REC'D OCT 05 2023

Dept \_\_\_\_\_ Vendor \_\_\_\_\_  
 Approved For Payment 099  
 Account Number 240 45010  
 Project \_\_\_\_\_ Account \_\_\_\_\_

REMITTANCE STUB TO BridgeTower Media

Invoice #	745643926 The Countian (Jefferson) - Public Notice	Date	10/29/2023	Customer ID	ID: 58578, CITY Of Arnold
Amount Enclosed:					

Acceptable Payment Methods

<p><b>PREFERRED METHOD</b>          To Pay by ACH Transfer:          Bank: Bank of America          Send ACH remittance email to ar@bridgetowermmedia.com          Account Number: 237025443017          Routing: 053000196</p>	<p><b>OTHER METHODS</b>          To Pay by Check use the following address:          Please include invoice number on check          BridgeTower OpCo, LLC          P.O Box 745929          Atlanta, GA 30374-5929</p>	<p><b>To Pay by Credit Card:</b>          Use the Click to Pay Online link located on the email you received or Contact Accounts Receivable: 866-802-8214          Please have your Invoice Number and Credit Card Number Ready</p>	<p><b>To Pay by Wire Transfer:</b>          Name: BridgeTower OpCo, LLC          Bank: Bank of America          Swift Code: BOFAUS3N          Bank Address: 100 North Tryon Street          Charlotte, NC 28255          Account Number: 237025443017          Routing: 053000196</p>
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ENT'D OCT 10 2023

The Countian (Jefferson)  
 10626 Business Hwy 21  
 Hillsboro, MO, 63050  
 Phone: 636-789-5853 Fax: 0

# THE COUNTIAN JEFFERSON

## Affidavit of Publication

To: CITY Of Arnold - Randy Noland  
 2101 Jeffco Blvd  
 Arnold, MO, 630102742

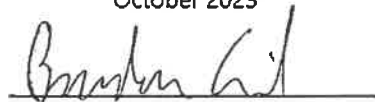
Re: Legal Notice 2540555, Dangerous Structure(s)  
 State of MO )  
 ) SS:  
 County of Jefferson )

I, Lisa Fowler, being duly sworn, depose and say: that I am the Authorized Designee of The Countian (Jefferson), a weekly newspaper of general circulation in Hillsboro, County of Jefferson, State of MO; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the The Countian (Jefferson) once each week for 2 consecutive weeks; and that the date of the publication were as follows: 09/22/2023 and 09/29/2023.

Publishers fee: \$35.88

By:   
 Lisa Fowler

Sworn to me on this 3<sup>rd</sup> day of  
 October 2023

By: 

Brandon M. Crail  
 Notary Public, State of MO  
 No. 20297982  
 Qualified in St. Louis County  
 My commission expires on  
 March 5, 2024

### Notice of Hearing Dangerous Structure(s)

The City of Arnold held a hearing on August 21, 2023, regarding dangerous structure(s) at 3532 Telegraph Rd, Arnold MO 63010, also described as Parcel Number 093.005.01002018, and owned by: Road To Load Best Movers, LLC

3532 Telegraph Road  
 Arnold MO 63010

*The findings of the hearing determined that structure(s) is/are to be razed and removed from the property by October 9, 2023, or the City of Arnold will cause said work to be performed. If said owner(s) and/or interested parties would like to make alternative arrangements, please contact the City of Arnold Code Enforcement Department at 636.282.2378*

2540555 Jeff. Co Sep. 22, 2023

BRANDON M. CRAIL  
 Notary Public - Notary Seal  
 State of Missouri  
 Commissioned for St. Louis County  
 My Commission Expires: March 05, 2024  
 Commission Number: 20297982

ENT'D OCT 10 2023

**Skyscraper Marine LLC**  
**DBA - Tubbs & Son Construction**

PO Box 107  
 Lonedell, MO 63060

**Invoice**

Date	Invoice #
2/2/2024	240

<b>Bill To</b>
City of Arnold, Missouri Clerk's Office 2101 Jeffco Blvd. Arnold, MO. 63010

Customer P.O.	Terms	Due Date	Company Job ...
	Net 30	3/3/2024	SM210

Description	Qty	Rate	Amount
City of Arnold requested an ordered demolition and clean up of 3532 Telegraph Road in Arnold, MO. 63010  Contract Price		65,000.00	65,000.00
Thank you for your business.	Sales Tax (7.475%)		\$0.00
Any questions please contact us at: tubbs_son_const@yahoo.com or 314-574-5403 or 314-574-0957	Total		\$65,000.00
<i>All accounts past due 30 days will be subject to a 2% monthly service fee and are also to include all collection costs until paid in full.</i>	Payments/Credits		\$0.00
	<b>Balance Due</b>		<b>\$65,000.00</b>

**RESOLUTION NO. 24-09**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A CERTAIN PARCEL OF  
PROPERTY OWNED IN TRUST BY THE JEFFERSON COUNTY, MISSOURI  
DELINQUENT TAX TRUSTEE**

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**WHEREAS**, the City of Arnold (“City”) staff has been informed of a certain parcel of real property located within the city of limits that is owned by the Jefferson County, Missouri Delinquent Tax Trustee; and

**WHEREAS**, that parcel is available for purchase from the Jefferson County, Missouri Trustee; and

**WHEREAS**, the City has determined that it is in the best interest of the general welfare, health and safety of the City, its residents and visitors for the City to obtain ownership and control of this parcel of real estate; and

**WHEREAS**, the Jefferson County Trustee has determined that the City may obtain ownership of said parcel for the fees associated with respective parcels;

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

1. The City Administrator is hereby authorized and directed on behalf of the City to secure the purchase, on behalf of the City, of a certain parcel of property identified as:  
A H Bradley Block 1 Lot 26, Parcel ID Number 01-5.0-22.0-3-002-042.
2. The City Administrator is hereby authorized to purchase said parcel of real estate for the sum of \$569.62. The City Administrator is also authorized to expend such additional funds as necessary for any closing costs or associated fees, not exceed the limits set for the City Administrator.
3. The officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed purchase of the Properties.

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

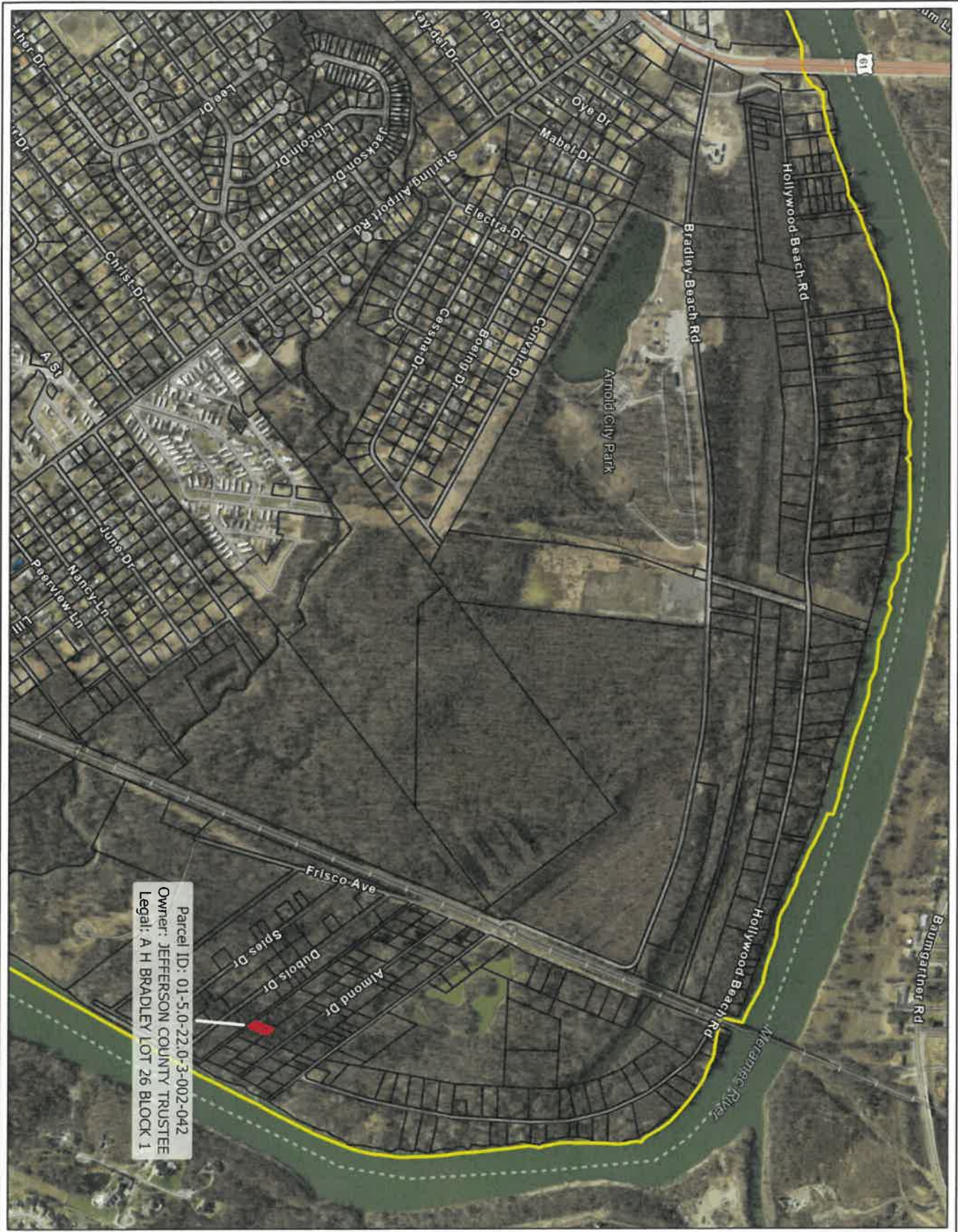
\_\_\_\_\_  
Mayor Ron Counts

**ATTEST:**

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

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

# TRUSTEE PARCEL LOCATOR MAP



Parcel ID: 01-5.0-22.0-3-002-042  
Owner: JEFFERSON COUNTY TRUSTEE  
Legal: A H BRADLEY LOT 26 BLOCK 1

RESOLUTION NO: 24-10

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH PETER'S EICHLER MECHANICAL INC.

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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 an agreement with PETER'S EICHLER MECHANICAL INC. in the amount of \$254,881.00

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 ninth day of February 2024, by and between PETER'S EICHLER MECHANICAL 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 February 15, 2024 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 **HEAT WHEEL & BOILER PROJECT** in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

Work on the **HEAT WHEEL & BOILER PROJECT** must begin by June 2024 and shall be carried on at a rate to secure its full completion by end of July 2024. This date may be adjusted by the Parks and Recreation Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of 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 to the Contractor for the performance of the work a sum not to exceed the total cost as shown on **HEAT WHEEL & BOILER PROJECT** bid of \$ 254,881.00

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **HEAT WHEEL & BOILER 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

**EXHIBIT H – PROPOSAL FORM**

**PROPOSAL FORM**

Date 1/30/2024

Proposal of Peter's Eichler Mechanical, Inc.  
(hereinafter called "Bidder")

\* a corporation organized and existing under the laws of the State  
of Missouri

\* a partnership consisting of \_\_\_\_\_

\* an individual doing business as \_\_\_\_\_

The Bidder, in compliance with your Invitation to Bid for the City of Arnold Recreation Center **HEAT WHEEL & BOILER PROJECT**, 1695 Missouri State Road., Arnold, Missouri, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including availability of labor, equipment, materials, agrees to construct the project in accordance with the Contract Documents within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this Contract on the date to be specified in written "Notice to Proceed" by the Owner and to complete by the dates noted below.

It is hereby understood and agreed that time is of the essence of each and every portion of the Contract.

Bidder acknowledges receipt of following Addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
(Insert numbers of Addenda received, if any.)

## **BASE BID**

In the following proposals, amount shall be shown in both written form and figures. In case of discrepancy between written amount and figures, written amount will govern.

## **DESIGN ASSIST PROJECT GUARANTEED MAXIMUM PRICE**

### **Base Bid – Heat Wheel & Boiler**

New work scope to include:

- Coordinate with owner's representative to route new system components to provide replacement heating and cooling in natorium.
- Existing curb to be re-used with adaptor curb if needed.
- Boiler and HRU to meet scheduled performance.
- Owners roof warranty shall be maintained.
- Contractor shall work with owner for all aesthetically routing and hiding pipe, condensate, and electrical conduit
- Contractor shall provide all hole cutting and debris removal only from 10am until 3pm. All hole cutting shall be approved by Owner prior to cutting.
- All concealed piping shall have continuous insulation and be protected from damage prior to concealment to prevent potential future water damage.
- All systems shall be started up, fully tested, and commissioned in both heating and cooling prior to final acceptance.
- Systems shall be provided, communicate, and be controlled by the front end BMS system prior to the final acceptance by Owner.
- Boiler intake, flue (in mechanical room), gas pipe, electric and control interface as identified on the drawings.
- Boiler and HRU to be seismically anchored.
- Equipment to be basis of design.
- Outside air and exhaust air systems shall be air balanced to new CFM indicated.
- A small energy management system to control it all.
- System shall be started, tested, programmed, and commissioned.
- Include one-year warranty and workmanship.

**NOTICE TO BIDDERS HEAT WHEEL & BOILER PROJECT  
AT THE ARNOLD RECREATION CENTER BIDDING REQUIREMENTS**

The City of Arnold Mo. will receive sealed bids at the City Clerk City Hall, 2101 Jeffco. Blvd., Arnold, Missouri 63010 until 9:55 am Tuesday January 30, 2024. The bids will be publicly opened at 10 am on January 30, 2024 in the Council Chambers- 2101 Jeffco Blvd Arnold, Mo. 63010

Bids should be plainly marked "HEAT WHEEL & BOILER PROJECT" in the lower left corner. No bids will be received later than the time and date above specified.

Each bidder must examine the area(s) hereafter described as Project(s), and be familiar with existing conditions before bidding on the project. You will need to schedule an appointment, please contact [kfay@arnoldmo.org](mailto:kfay@arnoldmo.org) to make an appointment.

All questions concerning project must be emailed to [kfay@arnoldmo.org](mailto:kfay@arnoldmo.org) after site visit.

Bidder qualifying documents shall be required for NON-certified contractors submitted in a separate envelope clearly marked "HEAT WHEEL & BOILER PROJECT".

HEAT WHEEL & BOILER PROJECT bid shall be in a separate envelope clearly marked "HEAT WHEEL & BOILER PROJECT bid" with the specification/project number clearly indicated.

Bid shall be accompanied by an acceptable bid bond or certified cashier's check drawn on a local bank, payable to Treasurer, City of Arnold for an amount not less than five percent of the total amount of the bid. Bids must be delivered in a sealed envelope with a bid bond/check must be in the envelope prior to bid opening. This bid security shall become the property of the City as liquidated damages in the event the successful bidder fails to execute and deliver a contract, along with specified surety and statutory bonds, within ten days after the received notice of the acceptance of his bid by the City.

Simultaneous with delivery of the executed contract, the contractor shall secure and pay for performance and labor/material payment bonds issued by a bonding company licensed to transact business in the state of Mo. AND THAT COST WILL BE INCLUDED IN THE BASE BID.

The contract or contracts will be awarded to the lowest responsible qualified bidder, but the City reserves the right to reject any or all bids. Submit bids as a total project, flooring and wall base project will not be separated. Bids not responsive to the specification and other requirements will be rejected.

Work under this contract may commence upon award of contract. Timely completion of the work specified is an essential condition of this contract. Progress meeting(s) between Owner, Contractor, and Manufacturer's Representative to view and discuss job progress will

be scheduled. All work must be completed by the agreed date. Failure to complete work as specified in this contract result in a \$500.00(five hundred dollars) per diem penalty to be deducted by Owner from final payment.

## **GENERAL CONDITIONS**

By executing the contract, the Contractor represents that he has visited the site, familiarized himself with all conditions under which the work is to be performed, and correlated his observations with the requirements of the contract.

The Contractor shall not commence work until he has obtained all insurance required and such insurance has been approved by the CITY. The Contractor shall take out and maintain during the life of the contract such public liability, property damage, and compensation insurance as shall protect him, the City, and any subcontractor, from claims and damages for personal injury, including accidental death, and property damages which may arise from operations of this contract.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work specified. Permits and licenses necessary for the execution of the work shall be paid for by the Contractor.

The Contractor shall observe the provisions of the state and/or federal acts against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, physical handicap, national origin, or ancestry. In all solicitations of advertisements for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the state Commission of Civil Rights. All State and federal prevailing wage laws be followed.

The Contractor shall always enforce proper conduct among his employees and shall not employ on the project any unfit person or any workman not skilled in the task assigned to him.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. On completion of the work, he shall remove all waste 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 selected contractor representative. After satisfactory correction of any deficiencies found during final inspection, the project will be finale.



**BIDDING INSTRUCTIONS;**

**BID DUE DATE:** January 30, 2024

**TIME:** 9:55am

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

Perform all work as defined in the Contract Documents for a guaranteed maximum price.

(\$ 272,223.00 )Dollars.

Alternate deduction for approved equal HRU

(\$ No Bid )Dollars.

Alternate deduction for approved equal Boiler

(\$ 17,342.00 Lochinvar )Dollars.

**Performance and Payment Bond**

(\$ 3,500.00 )Dollars. \*

\* Bond cost included in Base Bid.

Due to scheduling it is intended to provide payment as systems are complete. The successful contractor shall break out the cost in the following schedule of values

**CONTRACTOR COMPANY:** Peters Eichler Mechanical, Inc.  
**ADDRESS:** 3115 Sutton Boulevard, St. Louis, MO 63143  
**NAME:** Jeffrey Hoevelmann

**AUTHORIZED SIGNATURE:** 

**DATE:** January 30, 2024

**DATE AVAILABLE TO START:** TBD

The undersigned Prime Contractor with appropriate major subcontractors proposes and agrees to commence work with an adequate force and equipment on the dates listed in this document after being notified in writing by the Owner's "Notice to Proceed" and to complete

all work included under this contract in accordance with a Progress Schedule as approved by the Owner.

To be "Substantially Complete" within TBD Calendar days.

To be "100% Complete" by TBD

If a change in the scope of work is proposed after "Notice to Proceed" has been given, the percentage charged for overhead and profit on the proposed work will be 15 %.

Electrician hourly rate	<u>\$126.00</u>
Pipefitter hourly rate	<u>\$116.00</u>
Sheet metal hourly rate	<u>\$116.00</u>
Labor hourly rate	<u>N/A</u>

Bidder understands that the Owner will not be liable for any amount in excess of the Sum quoted, except as expressly stated in written Change Orders duly executed and delivered by the Owner.

The Bidder declares that he has examined the documents, visited the site, and that he has carefully prepared his Proposal upon the basis thereof and that he has carefully examined and checked this Proposal and the materials, equipment and labor required thereunder, the cost thereof, and his figures therefor and hereby states that the amount or amounts set forth in this Proposal is, or are, correct and that no mistake or error has occurred in this Proposal or in the Bidder's computations upon which this Proposal is based, and the Bidder agrees that he will make no claim for reformation, modification, revision, or correction of this Proposal after the scheduled closing time for the receipt of Proposals.

The Bidder understands they are the prime contractor and is responsible for but not limited to the following:

- Project Schedule (coordinated with Owner & Occupancy)
- Project Coordination
- Project Clean Up
- Layout Area (Owner will allow layout and storage on site – Contractor to provide secured container)
- Tool Storage and Coordination
- Restroom Facilities (Owner will designate a toilet for use)
- Hole cut and seal by contractor – final aesthetics by owner
- Roofing & structure modifications to maintain existing warranty (Tremco new roof 2023)
- Owner Training
- Warranty
- All roof repairs will be done by Tremco to keep existing warranty

**SEND BIDS TO:**

City Hall - 2101 Jeffco Blvd, Arnold, Missouri 63010 Attn: Tammi Casey

The Bidder hereby certifies:

That this Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in the conformity with any agreement or rules of any group, association or corporation.

That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal.

That he has not sought by collusion or otherwise to obtain for himself an advantage over any other Bidder or over the Owner.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin in connection with the performance of the Work.

**AS APPLICABLE:**

**IF A CORPORATION:**

Incorporated under the laws of the State of Missouri

Licensed to do business in Missouri (fill in name of State.)

  
(Signature of Authorized Officer)

Peters Eichler, Mechanical, Inc. (Name of Corporation)

By: Jeffrey Hoelmann, President  
(Name and Title of Officer)

3115 Sutton Boulevard, St. Louis, MO 63143 Telephone: 314-647-423  
(Official Address) (Telephone)

**IF A PARTNERSHIP:**

Partner \_\_\_\_\_ (Signature)

Name of Partnership: \_\_\_\_\_

\_\_\_\_\_  
(Official Address) (Telephone)

**IF INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:**

City and State of Residence: \_\_\_\_\_  
(City)

(State) \_\_\_\_\_

(Signature of Individual) Doing business under the firm name and style of:

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Firm)

\_\_\_\_\_  
(Official Address) (Telephone)

City and State of Residence: \_\_\_\_\_  
(City) (State)

(Name of Individual) \_\_\_\_\_

\_\_\_\_\_  
(Official Address) (Telephone)

**IF A JOINT VENTURE:**

Incorporated under the laws of the State of \_\_\_\_\_

Licensed to do business in (Fill in name of State(s): \_\_\_\_\_

(Name of Corporation) \_\_\_\_\_

By: \_\_\_\_\_  
(Name and Title of Officer) (Corporate Seal)

\_\_\_\_\_  
(Official Address) (Telephone)

Incorporated Under the Laws of the State of \_\_\_\_\_  
Licensed to do business in (Fill in name of State(s)): \_\_\_\_\_

(Name of Corporation) \_\_\_\_\_

By: \_\_\_\_\_ (Corporate Seal)  
(Name and Title of Officer)

\_\_\_\_\_  
(Official Address) (Telephone)

Each Bidder must complete the Proposal Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the Contract.

## Hold Harmless Agreement

To the fullest extent permitted by law, Peters - Eichler Mechanical, 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 **HEAT WHEEL & BOILER 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.

Peters - Eichler Mechanical, Inc  
\_\_\_\_\_  
CONTRACTOR

January 30, 2024  
\_\_\_\_\_  
DATE

### Affidavit of Work Authorization

Comes now Jeffrey Hoevermann (name) as President (office held) first being duly sworn, on my oath, affirm Peters - Eichler Mechanical, 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 **HEAT WHEEL & BOILER PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Peter's - Eichler Mechanical, 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 **HEAT WHEEL & BOILER PROJECT** for the duration of the contract, if awarded.

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

  
Signature

Jeffrey Hoevermann  
Printed Name

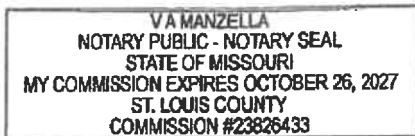
President  
Title

January 30, 2024  
Date

Subscribed and sworn before me the 30<sup>th</sup> day of January, 2024. I am commissioned as a notary public within the county of St Louis State of Missouri and my commission expires on October 26, 2027.

  
Signature of notary

1/30/24  
Date





STATE OF MISSOURI )  
COUNTY OF \_\_\_\_\_ ) SS

**AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE**

Comes now before me Jeffrey Hoevermann as President of Peters - Eichler Mechanical, 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 **HEAT WHEEL & BOILER PROJECT**

I also affirm that Peters - Eichler Mechanical, 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).

  
SIGNATURE (PERSON WITH AUTHORITY)

Jeffrey Hoevermann  
(PRINTED NAME)

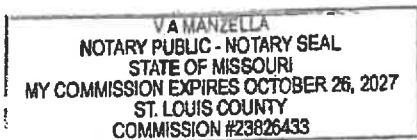
President  
(TITLE)

January 30, 2024  
(DATE)

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2024.

VA Manzella  
Notary Public

My commission expires on: 10/26/27



NON-COLLUSION FORM

Jeffrey Hoevelman \_\_\_\_\_ being duly sworn in oath deposed and states:

I. That in connection with this procurement, Peters - Eichler Mechanical, Inc

- 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

Peters - Eichler Mechanical, Inc  
(NAME, INDICATE IF CORPORATION,  
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

President  
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

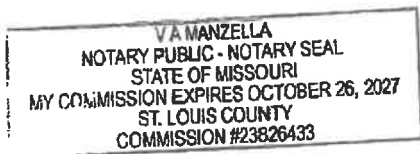
\_\_\_\_\_  
*[Signature]*

By - \_\_\_\_\_  
*[Signature]*

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2024.

V.A. Manzella  
Notary Public

My commission expires on: 10/26/27




STATE OF MISSOURI            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

**OSHA AFFIDAVIT**

Before me, the undersigned Notary Public, personally came and appeared Jeffrey Hoevelmann,  
(NAME-PRINTED)  
President of Peters-Eichler Mechanical, 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 **HEAT WHEEL & BOILER 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)  
JEFFREY L. HOEVELMANN

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2024

  
Notary Public

My commission expires on: 10/26/27

V A MANZELLA  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES OCTOBER 26, 2027  
ST. LOUIS COUNTY  
COMMISSION #23826433

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Peters-Eichler Mechanical, Inc.

3115 Sutton

St. Louis, MO 63143

### OWNER:

(Name, legal status and address)

City of Arnold

2101 Jeffco Blvd.

Arnold, MO 63010

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor

Schaumburg, IL 60196-1056

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

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

**BOND AMOUNT:** Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Heat Wheel & Boiler Project at the Arnold Recreation Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of January, 2024

Victoria Manzella  
(Witness)

Peters-Eichler Mechanical, Inc.

Jeffrey L. Hoeverman (Seal)  
(Principal)

PRESIDENT  
(Title)

Theresa A. Frank  
(Witness)

Fidelity and Deposit Company of Maryland

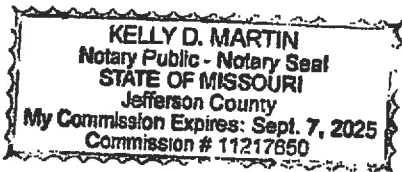
Brandi L. Bullock (Seal)  
(Surety)

Brandi L. Bullock  
(Title)

Brandi L. Bullock, Attorney-in-Fact

State of Missouri  
County of City of St. Louis

On this January 30, 2024, before me personally appeared  
Brandi L. Bullock to me known to be an Attorney-In-Fact of  
Fidelity and Deposit Company of Maryland the corporation described in the  
within instrument, and he acknowledged that he executed the within instrument as the act of the said  
Company in accordance with authority duly conferred upon him by said Company.



Kelly D Martin  
Notary Public

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said  
ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of September A.D. 2023.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Signature]

By: Robert D. Murray  
Vice President

[Signature]

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 12th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified,  
Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers  
described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that  
he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that  
the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said  
Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Malson

GENEVIEVE M. MALSON  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2028



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXHIBIT H – PROPOSAL FORM**

**PROPOSAL FORM**

Date 1/30/2024

Proposal of Peter's Eichler Mechanical, Inc.  
(hereinafter called "Bidder")

\* a corporation organized and existing under the laws of the State  
of Missouri

\* a partnership consisting of \_\_\_\_\_

\* an individual doing business as \_\_\_\_\_

The Bidder, in compliance with your Invitation to Bid for the City of Arnold Recreation Center **HEAT WHEEL & BOILER PROJECT**, 1695 Missouri State Road., Arnold, Missouri, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including availability of labor, equipment, materials, agrees to construct the project in accordance with the Contract Documents within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this Contract on the date to be specified in written "Notice to Proceed" by the Owner and to complete by the dates noted below.

It is hereby understood and agreed that time is of the essence of each and every portion of the Contract.

Bidder acknowledges receipt of following Addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
(Insert numbers of Addenda received, if any.)

## **BASE BID**

In the following proposals, amount shall be shown in both written form and figures. In case of discrepancy between written amount and figures, written amount will govern.

## **DESIGN ASSIST PROJECT GUARANTEED MAXIMUM PRICE**

### **Base Bid – Heat Wheel & Boiler**

New work scope to include:

- Coordinate with owner's representative to route new system components to provide replacement heating and cooling in natorium.
- Existing curb to be re-used with adaptor curb if needed.
- Boiler and HRU to meet scheduled performance.
- Owners roof warranty shall be maintained.
- Contractor shall work with owner for all aesthetically routing and hiding pipe, condensate, and electrical conduit
- Contractor shall provide all hole cutting and debris removal only from 10am until 3pm. All hole cutting shall be approved by Owner prior to cutting.
- All concealed piping shall have continuous insulation and be protected from damage prior to concealment to prevent potential future water damage.
- All systems shall be started up, fully tested, and commissioned in both heating and cooling prior to final acceptance.
- Systems shall be provided, communicate, and be controlled by the front end BMS system prior to the final acceptance by Owner.
- Boiler intake, flue (in mechanical room), gas pipe, electric and control interface as identified on the drawings.
- Boiler and HRU to be seismically anchored.
- Equipment to be basis of design.
- Outside air and exhaust air systems shall be air balanced to new CFM indicated.
- A small energy management system to control it all.
- System shall be started, tested, programmed, and commissioned.
- Include one-year warranty and workmanship.

**NOTICE TO BIDDERS HEAT WHEEL & BOILER PROJECT  
AT THE ARNOLD RECREATION CENTER BIDDING REQUIREMENTS**

The City of Arnold Mo. will receive sealed bids at the City Clerk City Hall, 2101 Jeffco Blvd., Arnold, Missouri 63010 until 9:55 am Tuesday January 30, 2024. The bids will be publicly opened at 10 am on January 30, 2024 in the Council Chambers- 2101 Jeffco Blvd Arnold, Mo. 63010

Bids should be plainly marked "HEAT WHEEL & BOILER PROJECT" in the lower left corner. No bids will be received later than the time and date above specified.

Each bidder must examine the area(s) hereafter described as Project(s), and be familiar with existing conditions before bidding on the project. You will need to schedule an appointment, please contact [kfy@arnoldmo.org](mailto:kfy@arnoldmo.org) to make an appointment.

All questions concerning project must be emailed to [kfy@arnoldmo.org](mailto:kfy@arnoldmo.org) after site visit.

Bidder qualifying documents shall be required for NON-certified contractors submitted in a separate envelope clearly marked "HEAT WHEEL & BOILER PROJECT".

HEAT WHEEL & BOILER PROJECT bid shall be in a separate envelope clearly marked "HEAT WHEEL & BOILER PROJECT bid" with the specification/project number clearly indicated.

Bid shall be accompanied by an acceptable bid bond or certified cashier's check drawn on a local bank, payable to Treasurer, City of Arnold for an amount not less than five percent of the total amount of the bid. Bids must be delivered in a sealed envelope with a bid bond/check must be in the envelope prior to bid opening. This bid security shall become the property of the City as liquidated damages in the event the successful bidder fails to execute and deliver a contract, along with specified surety and statutory bonds, within ten days after the received notice of the acceptance of his bid by the City.

Simultaneous with delivery of the executed contract, the contractor shall secure and pay for performance and labor/material payment bonds issued by a bonding company licensed to transact business in the state of Mo. AND THAT COST WILL BE INCLUDED IN THE BASE BID.

The contract or contracts will be awarded to the lowest responsible qualified bidder, but the City reserves the right to reject any or all bids. Submit bids as a total project, flooring and wall base project will not be separated. Bids not responsive to the specification and other requirements will be rejected.

Work under this contract may commence upon award of contract. Timely completion of the work specified is an essential condition of this contract. Progress meeting(s) between Owner, Contractor, and Manufacturer's Representative to view and discuss job progress will



be scheduled. All work must be completed by the agreed date. Failure to complete work as specified in this contract result in a \$500.00(five hundred dollars) per diem penalty to be deducted by Owner from final payment.

#### GENERAL CONDITIONS

By executing the contract, the Contractor represents that he has visited the site, familiarized himself with all conditions under which the work is to be performed, and correlated his observations with the requirements of the contract.

The Contractor shall not commence work until he has obtained all insurance required and such insurance has been approved by the CITY. The Contractor shall take out and maintain during the life of the contract such public liability, property damage, and compensation insurance as shall protect him, the City, and any subcontractor, from claims and damages for personal injury, including accidental death, and property damages which may arise from operations of this contract.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work specified. Permits and licenses necessary for the execution of the work shall be paid for by the Contractor.

The Contractor shall observe the provisions of the state and/or federal acts against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, physical handicap, national origin, or ancestry. In all solicitations of advertisements for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the state Commission of Civil Rights. All State and federal prevailing wage laws be followed.

The Contractor shall always enforce proper conduct among his employees and shall not employ on the project any unfit person or any workman not skilled in the task assigned to him.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. On completion of the work, he shall remove all waste 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 selected contractor representative. After satisfactory correction of any deficiencies found during final inspection, the project will be finale.

**BIDDING INSTRUCTIONS;**

**BID DUE DATE:** January 30, 2024

**TIME:** 9:55am

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

Perform all work as defined in the Contract Documents for a guaranteed maximum price.

(\$ 272,223.00 )Dollars.

Alternate deduction for approved equal HRU  
(\$ No Bid )Dollars.

Alternate deduction for approved equal Boiler  
(\$ 17,342.00 Lochinvar )Dollars.

Performance and Payment Bond

(\$ 3,500.00 )Dollars. \*

\* Bond cost included in Base Bid.

Due to scheduling it is intended to provide payment as systems are complete. The successful contractor shall break out the cost in the following schedule of values

**CONTRACTOR COMPANY:** Peters Eichler Mechanical, Inc.  
**ADDRESS:** 3115 Sutton Boulevard, St. Louis, MO 63143  
**NAME:** Jeffrey Hoevelmann

**AUTHORIZED SIGNATURE:** 

**DATE:** January 30, 2024

**DATE AVAILABLE TO START:** TBD

The undersigned Prime Contractor with appropriate major subcontractors proposes and agrees to commence work with an adequate force and equipment on the dates listed in this document after being notified in writing by the Owner's "Notice to Proceed" and to complete

all work included under this contract in accordance with a Progress Schedule as approved by the Owner.

To be "Substantially Complete" within TBD Calendar days.

To be "100% Complete" by TBD

If a change in the scope of work is proposed after "Notice to Proceed" has been given, the percentage charged for overhead and profit on the proposed work will be 15 %.

Electrician hourly rate	<u>\$126.00</u>
Pipefitter hourly rate	<u>\$116.00</u>
Sheet metal hourly rate	<u>\$116.00</u>
Labor hourly rate	<u>N/A</u>

Bidder understands that the Owner will not be liable for any amount in excess of the Sum quoted, except as expressly stated in written Change Orders duly executed and delivered by the Owner.

The Bidder declares that he has examined the documents, visited the site, and that he has carefully prepared his Proposal upon the basis thereof and that he has carefully examined and checked this Proposal and the materials, equipment and labor required thereunder, the cost thereof, and his figures therefor and hereby states that the amount or amounts set forth in this Proposal is, or are, correct and that no mistake or error has occurred in this Proposal or in the Bidder's computations upon which this Proposal is based, and the Bidder agrees that he will make no claim for reformation, modification, revision, or correction of this Proposal after the scheduled closing time for the receipt of Proposals.

The Bidder understands they are the prime contractor and is responsible for but not limited to the following:

- Project Schedule (coordinated with Owner & Occupancy)
- Project Coordination
- Project Clean Up
- Layout Area (Owner will allow layout and storage on site – Contractor to provide secured container)
- Tool Storage and Coordination
- Restroom Facilities (Owner will designate a toilet for use)
- Hole cut and seal by contractor – final aesthetics by owner
- Roofing & structure modifications to maintain existing warranty (Tremco new roof 2023)
- Owner Training
- Warranty
- All roof repairs will be done by Tremco to keep existing warranty

**SEND BIDS TO:**

City Hall – 2101 Jeffco Blvd, Arnold, Missouri 63010 Attn: Tammi Casey

The Bidder hereby certifies:

That this Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in the conformity with any agreement or rules of any group, association or corporation.

That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal.

That he has not sought by collusion or otherwise to obtain for himself an advantage over any other Bidder or over the Owner.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin in connection with the performance of the Work.

AS APPLICABLE:

**IF A CORPORATION:**

Incorporated under the laws of the State of Missouri \_\_\_\_\_.

Licensed to do business in Missouri \_\_\_\_\_ (fill in name of State.)

  
\_\_\_\_\_  
(Signature of Authorized Officer)

Peters Eichler Mechanical, Inc. \_\_\_\_\_ (Name of Corporation)

By: Jeffrey Hoevermann, President \_\_\_\_\_  
(Name and Title of Officer)

3115 Sutton Boulevard, St. Louis, MO 63143 Telephone: 314-647-423  
(Official Address) (Telephone)

**IF A PARTNERSHIP:**

Partner \_\_\_\_\_ (Signature)

Name of Partnership: \_\_\_\_\_

\_\_\_\_\_  
(Official Address) (Telephone)

**IF INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:**

City and State of Residence: \_\_\_\_\_  
(City)

(State) \_\_\_\_\_

(Signature of Individual) Doing business under the firm name and style of:

\_\_\_\_\_ (Firm  
Name)

\_\_\_\_\_  
(Official Address) (Telephone)

City and State of Residence: \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
(Name of Individual)

\_\_\_\_\_  
(Official Address) (Telephone)

**IF A JOINT VENTURE:**

Incorporated under the laws of the State of \_\_\_\_\_

Licensed to do business in (Fill in name of State(s): \_\_\_\_\_

(Name of Corporation) \_\_\_\_\_

By: \_\_\_\_\_ (Corporate Seal)  
(Name and Title of Officer)

\_\_\_\_\_  
(Official Address) (Telephone)

Incorporated Under the Laws of the State of \_\_\_\_\_  
Licensed to do business in (Fill in name of State(s)): \_\_\_\_\_

(Name of Corporation) \_\_\_\_\_

By: \_\_\_\_\_  
(Name and Title of Officer)

(Corporate Seal)

\_\_\_\_\_  
(Official Address) (Telephone)

Each Bidder must complete the Proposal Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the Contract.

## Hold Harmless Agreement

To the fullest extent permitted by law, Peters - Eichler Mechanical, 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 **HEAT WHEEL & BOILER 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.

Peters - Eichler Mechanical, Inc  
CONTRACTOR

January 30, 2024  
DATE



### Affidavit of Work Authorization

Comes now Jeffrey Hoevelmann (name) as President (office held) first being duly sworn, on my oath, affirm Peters - Eichler Mechanical, 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 **HEAT WHEEL & BOILER PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Peter's - Eichler Mechanical, 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 **HEAT WHEEL & BOILER PROJECT** for the duration of the contract, if awarded.

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

  
Signature

Jeffrey Hoevelmann  
Printed Name

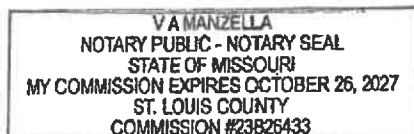
Type text

President January 30, 2024  
Title Date

Subscribed and sworn before me the 30th day of January, 2024. I am commissioned as a notary public within the county of St Louis. State of Missouri, and my commission expires on October 26, 2027.

  
Signature of notary

1/30/24  
Date



STATE OF MISSOURI )  
COUNTY OF \_\_\_\_\_ ) ss

**AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE**

Comes now before me Jeffrey Hoevelmann as President of Peters - Eichler Mechanical, 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 **HEAT WHEEL & BOILER PROJECT**

I also affirm that Peters - Eichler Mechanical, 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).

  
SIGNATURE (PERSON WITH AUTHORITY)

Jeffrey Hoevelmann  
(PRINTED NAME)

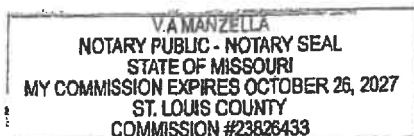
President  
(TITLE)

January 30, 2024  
(DATE)

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2024.

  
Notary Public

My commission expires on: 10/26/27



NON-COLLUSION FORM

Jeffrey Hoevelman being duly sworn in oath deposed and states:

- I. That in connection with this procurement, Peters - Eichler Mechanical, Inc
  - 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

Peters - Eichler Mechanical, Inc  
(NAME, INDICATE IF CORPORATION,  
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

President  
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

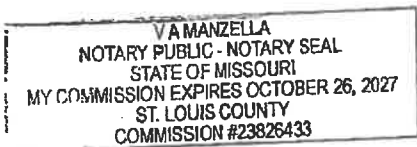
[Signature]

By [Signature]

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2024.

[Signature]  
Notary Public

My commission expires on: 10/26/27



STATE OF MISSOURI            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

**OSHA AFFIDAVIT**

Before me, the undersigned Notary Public, personally came and appeared Jeffrey Hoevelmann,  
(NAME-PRINTED)  
President of Peters-Eichler Mechanical, 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 **HEAT WHEEL & BOILER 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)  
JEFFREY L. HOEVELMANN

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2024

  
Notary Public

My commission expires on: 10/26/27

V A MANZELLA  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES OCTOBER 26, 2027  
ST. LOUIS COUNTY  
COMMISSION #23826433

Heating  
Ventilating  
Air Conditioning  
Control Systems  
Process Piping



405 Biltmore Drive  
Fenton, MO 63026  
VOICE: 314.968.8400  
FAX: 636.349.9469  
www.mcservicestl.com

January 30, 2024

City of Arnold  
2101 Jeffco Blvd.  
Arnold, MO 63010

**Regarding: City of Arnold Recreation Center – Heat Recovery Unit & Boiler Replacement  
Quote No.: 24-1050**

Dear Sirs:

We offer to provide material and labor to complete the below scope of work for the above referenced project. Our proposal is based on proposed design drawings prepared by Dynamic Engineering dated June 28, 2023.

- Cut, cap and make safe existing hot water, combustion air, flue vent and natural gas piping and remove existing boilers and haul away.
- Removal and haul away of (2) existing hot water circulating pumps.
- Removal of existing Semco heat recover unit and haul away.
- Furnish and install (2) Fulton ERD-2000 hot water boilers.
- Furnish and install (2) Taco KV Series Model:3007D/1160 RPM hot water pumps.
- Furnish and install (1) Semco model FVTS-5000 ERU.
- Furnish and install hot water, combustion air, boiler vent and natural gas piping.
- Furnish and install piping insulation.
- Power wiring on boilers, pumps and HRU unit.
- Trane Controls, control programming and control wiring.
- Hoisting and trucking
- Equipment start up.
- Mechanical permit City of Arnold and Jefferson County.

**Please be advised there is an 8-to-10-week lead time for equipment delivery after equipment submittals are approved.**

**We propose to complete this project in a workmanlike manner for the sum of Three Hundred Fifty-Nine Thousand Eight Hundred Ninety One Dollars and No/100 (\$359,859.00).**

All pricing is guaranteed for thirty (30) days.

# Heat Wheel & Boiler Project

MC Mechanical Services

Biltmore Dr.

• 314.968.8400 • Fax: 636.349.9469



**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Meeh Climate Service, L.L.C. d/b/a MC Mechanical Services LLC  
405 Biltmore Drive, Fenton, MO 63026  
as principal, hereinafter called the Principal, and Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134,  
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held  
and firmly bound unto City of Arnold, MO  
2101 Jeffco Boulevard, Arnold, MO 63010

as Obligee, hereinafter called the Obligee, in the sum of \*\*\*\* Ten Percent of Bid Amount (10%) \*\*\*\*  
for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: **Heat Wheel & Boiler Project at The Arnold Recreation Center**

Bid Date: 01/30/2024

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 01/30/2024

Meeh Climate Service, L.L.C. d/b/a MC Mechanical Services LLC

Budget Ruble  
Witness

Dana R. Parks  
Title office manager (SEAL)

Granite Re, Inc.

Kenneth D. Whittington  
Kenneth D. Whittington, Attorney-in-Fact (SEAL)

**EXHIBIT H – PROPOSAL FORM**

**PROPOSAL FORM**

Date 1/30/2024

Proposal of MORRIS CLIMATE SERVICES LLC DBA MC MECHANICAL SERVICES LLC  
(hereinafter called "Bidder")

\* a corporation organized and existing under the laws of the State

of MISSOURI

\* a partnership consisting of \_\_\_\_\_

\* an individual doing business as \_\_\_\_\_

The Bidder, in compliance with your Invitation to Bid for the City of Arnold Recreation Center **HEAT WHEEL & BOILER PROJECT**, 1695 Missouri State Road., Arnold, Missouri, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including availability of labor, equipment, materials, agrees to construct the project in accordance with the Contract Documents within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

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Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

(Insert numbers of Addenda received, if any.)

**NOTICE TO BIDDERS HEAT WHEEL & BOILER PROJECT  
AT THE ARNOLD RECREATION CENTER BIDDING REQUIREMENTS**

The City of Arnold Mo. will receive sealed bids at the City Clerk City Hall, 2101 Jeffco Blvd., Arnold, Missouri 63010 until 9:55 am Tuesday January 30, 2024. The bids will be publicly opened at 10 am on January 30, 2024 in the Council Chambers- 2101 Jeffco Blvd Arnold, Mo. 63010

Bids should be plainly marked "HEAT WHEEL & BOILER PROJECT" in the lower left corner. No bids will be received later than the time and date above specified.

Each bidder must examine the area(s) hereafter described as Project(s), and be familiar with existing conditions before bidding on the project. You will need to schedule an appointment, please contact [kfay@arnoldmo.org](mailto:kfay@arnoldmo.org) to make an appointment.

All questions concerning project must be emailed to [kfay@arnoldmo.org](mailto:kfay@arnoldmo.org) after site visit.

Bidder qualifying documents shall be required for NON-certified contractors submitted in a separate envelope clearly marked "HEAT WHEEL & BOILER PROJECT".

HEAT WHEEL & BOILER PROJECT bid shall be in a separate envelope clearly marked "HEAT WHEEL & BOILER PROJECT bid" with the specification/project number clearly indicated.

Bid shall be accompanied by an acceptable bid bond or certified cashier's check drawn on a local bank, payable to Treasurer, City of Arnold for an amount not less than five percent of the total amount of the bid. Bids must be delivered in a sealed envelope with a bid bond/check must be in the envelope prior to bid opening. This bid security shall become the property of the City as liquidated damages in the event the successful bidder fails to execute and deliver a contract, along with specified surety and statutory bonds, within ten days after the received notice of the acceptance of his bid by the City.

Simultaneous with delivery of the executed contract, the contractor shall secure and pay for performance and labor/material payment bonds issued by a bonding company licensed to transact business in the state of Mo. AND THAT COST WILL BE INCLUDED IN THE BASE BID.

The contract or contracts will be awarded to the lowest responsible qualified bidder, but the City reserves the right to reject any or all bids. Submit bids as a total project, flooring and wall base project will not be separated. Bids not responsive to the specification and other requirements will be rejected.

Work under this contract may commence upon award of contract. Timely completion of the work specified is an essential condition of this contract. Progress meeting(s) between Owner, Contractor, and Manufacturer's Representative to view and discuss job progress will



**BIDDING INSTRUCTIONS;**

**BID DUE DATE: January 30, 2024**

TIME: 9:55am

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

Perform all work as defined in the Contract Documents for a guaranteed maximum price.

(\$ 359,859.00 )Dollars.

Alternate deduction for approved equal HRU  
(\$ \_\_\_\_\_ )Dollars.

Alternate deduction for approved equal Boiler  
(\$ \_\_\_\_\_ )Dollars.

**Performance and Payment Bond**

(\$ 6,477.00 )Dollars.

Due to scheduling it is intended to provide payment as systems are complete. The successful contractor shall break out the cost in the following schedule of values

CONTRACTOR COMPANY: MeechClimate Service LLC (D.B.A. MC Mechanical Services)  
ADDRESS: 405 Biltmore Drive  
NAME: Fenton MO 63026

AUTHORIZED SIGNATURE: 

DATE: 01/30/2024

DATE AVAILABLE TO START: 8 to 10 weeks after Equipment  
Submittal approval.

The undersigned Prime Contractor with appropriate major subcontractors proposes and agrees to commence work with an adequate force and equipment on the dates listed in this document after being notified in writing by the Owner's "Notice to Proceed" and to complete

**SEND BIDS TO:**

City Hall – 2101 Jeffco Blvd, Arnold, Missouri 63010 Attn: Tammi Casey

The Bidder hereby certifies:

That this Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in the conformity with any agreement or rules of any group, association or corporation.

That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal.

That he has not sought by collusion or otherwise to obtain for himself an advantage over any other Bidder or over the Owner.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin in connection with the performance of the Work.

AS APPLICABLE:

**IF A CORPORATION:**

Incorporated under the laws of the State of MISSOURI .

Licensed to do business in MISSOURI (fill in name of State.)

  
(Signature of Authorized Officer)

Meeh Climate Service, LLC (Name of Corporation)

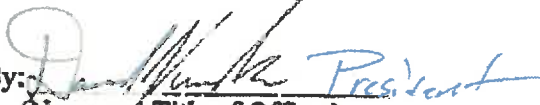
By: Daniel Tucker, President  
(Name and Title of Officer)

405 Biltmore Drive, Fenton MO 63026 314-968-8400  
(Official Address) (Telephone)

**IF A PARTNERSHIP:**

Incorporated Under the Laws of the State of Missouri  
Licensed to do business in (Fill in name of State(s)): Missouri

(Name of Corporation) Meeh Climate Service, LLC

By:  President  
(Name and Title of Officer)

(Corporate Seal)

405 Biltmore Drive, Fenton MO 63026 314-968-8400  
(Official Address) (Telephone)

Each Bidder must complete the Proposal Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the Contract.

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

01-30-2024  
\_\_\_\_\_  
DATE

STATE OF MISSOURI }  
COUNTY OF Jefferson } SS

**AFFIDAVIT**

**COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

Daniel J. Tucker , President of  
(NAME) (POSITION)

MCMECH CLIMATE SERVICES LLC OR MCMECH MECHANICAL SERVICES 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. 30 issued by the Division of Labor Standards on the 10<sup>th</sup> day of March 2023, in carrying out the contract and work in connection with the

**HEAT WHEEL & BOILER PROJECT** located in the City of Arnold in Jefferson County,

Missouri, and completed on the 30<sup>th</sup> day of January, 2024.

[Signature]  
(SIGNATURE)

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2024

[Signature]  
Notary Public

My commission expires on: December 7, 2025

TRACY L. HARTZEL  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Jefferson County  
My Commission Expires: December 07, 2025  
Commission Number: 13516409

STATE OF MISSOURI )  
COUNTY OF Jefferson ) SS

**FINAL PAY AFFIDAVIT**

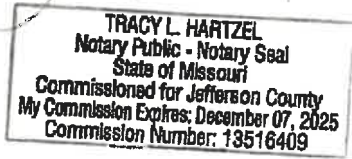
Know all men by those present that Daniel Tucker  
(OFFICER'S NAME)  
of lawful age, being duly sworn upon his oath deposes and says that he President  
(TITLE)  
of the Meeh Climate Service, LLC  
(COMPANY'S NAME), the Contractor engaged in the  
construction and improvement of the **HEAT WHEEL & BOILER PROJECT** and that no  
supplies and/or subcontractors have been used for such construction except those previously  
approved by the City of Arnold, that all bills for labor and material incident to said project have  
been paid, that the laws relating to payment of prevailing wage rates have been complied with,  
that the said project is therefore free from all liens and encumbrances, and all amounts owing  
contractor have been paid in full. All lien waivers from the contractor and subcontractors are  
attached.

IN WITNESS WHEREOF, the hereto, hereunto sets his hand and seal this 30<sup>th</sup>  
day of January, 20 24.

Meeh Climate Service, LLC  
(FIRM NAME)  
By [Signature]

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 20 24.  
[Signature]  
Notary Public

My commission expires on: December 7, 2025



**Affidavit of Work Authorization**

Comes now Daniel Tucker (name) as President (office held) first being duly sworn, on my oath, affirm Meeh Climate Service, 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 **HEAT WHEEL & BOILER PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Meeh Climate Service, 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 **HEAT WHEEL & BOILER 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).**

[Handwritten Signature]  
Signature

Daniel Tucker  
Printed Name

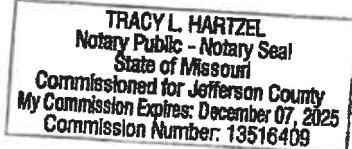
President  
Title

01-30-2024  
Date

Subscribed and sworn before me the 30th day of January, 2024. I am commissioned as a notary public within the county of Jefferson. State of Missouri, and my commission expires on December 7, 2025.

[Handwritten Signature]  
Signature of notary

January 30, 2024  
Date



**Article 3. CONTRACT PRICE:**

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on page 5 bid of \$359,859.00 attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **HEAT WHEEL & BOILER PROJECT**

Quantities may be added or deleted at any time during the contract. 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.



CONTRACT SIGNATURES

CITY OF ARNOLD  
2101 Jeffco Blvd.  
Arnold, Missouri 63010

Contractor: MeehClimateService, LLC  
Contractor Address:

405 Biltmore Drive  
Fenton MO 63026

By: \_\_\_\_\_  
Ron Counts, Mayor

By: [Signature]  
Signature

President

Title

ATTEST:

By: \_\_\_\_\_  
Tammi Casey, City Clerk

By: Dana R. Parke  
Signature

Office Manager

Title

\_\_\_\_\_ Date

01-30-2024

Date

(SEAL)

314-968-8400  
Telephone No.

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# Building Visit for Boilers & Heat Wheel

	DATE	NAME	COMPANY	PHONE
1.	1/24/24	GEORGE CONEY	MCMECHANICAL	314-968-8400
2.				
3.				
4.				
5.				
6.				

**CITY CLERKS OFFICE  
SHRED LIST FOR 2023**

**IN TOWN BUSINESS LICENSES 2011-2012**

**OUT OF TOWN BUSINESS LICENSES 2017-2018**

**SUNSHINE LAW REQUESTS 2018-2019**

**UTILITY REBATES 2018**

**BIDS 2016-2017**

**RECODIFICATION BID**

**TITLE COMPANY REQUESTS 2016-2017**

**VENDING MACHINE LICENSES 2018-2019**

**SOLICITOR/PEDDLER LICENSES 2018-2019**

**RECEIPTS FOR RETURNED CHECKS 2020**

**DIRECT PAYMENT PLAN (ACH) 2019**

**TRASH REBATES FOR MOBILE HOMES 2009-2014**

**LOW FLOW TOILET REBATES 2009-2018**

**UTILITY BILLING JOURNALS 2013-2018**

**COPIES OF VOTER REGISTRATION CARDS**

**ELEVEN (11) TOTAL BOXES TO SHRED**

**LAURIE'S DESTRUCTION ORDER LIST 2021-2022**

**Closed Prosecutor files**

Box #1- JAN. PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #2, 3 and 4 – POLICE REPORTS AND ANY IDENTIFIABLE OR CONFIDENTIAL INFORMATION.

Box #5- FEB. PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #6 - MARCH. PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #7- Previously scanned materials, not required to retain.

Box #8- Previously scanned materials, not required to retain.

Box #9- APRIL- PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #10- MAY- PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #11-25 (15 total)- Closed prosecutor files (no destruction order from Presiding Judge needed)

Box # 26-35 ((10 total) Closed prosecutor files (no destruction order from Presiding Judge needed)

Box #36- Closed Prosecutor files

Box #37- Purged files for city shredding- Police reports, duplicates and any identifiable info

Box#38- Closed Prosecutor files

Box #39-Closed Pros files for city shredding

Box #40- Closed Pros files

Box #41- Purged files for city shredding

Box #42- Closed Prosecutor files

Box #43- Closed Prosecutor files

Box #44- Closed Prosecutor files

Box #45- Purged files for shredding

## Destruction Orders (Court)

Boxes contain Minor traffic offenses ordinances and dismissed cases.

- Box 12- March A-Z 2017
- Box 13- April A-Z 2017
- Box 14- May A-R 2017
- Box 15- May S-Z 2017
- June A-J 2017
- Box 16- June K-Z 2017
- Box 17-July A-S 2017
  
- Box 1- July T-Z 2017 o  
Aug A-L 2017
- Box 2- Aug M-Z 2017  
o Sept. A-E 2017
- Box 3- Sept. F-Z 2017
- Box 4- Oct. A-Z 2017
- Box 5- Nov. A-Z 2017
- Box 6- Dec. A-Z 2017
- Box 7- Traffic Light  
Tickets 2017 (in a  
brown box)
  
- Box 8-Jan. A-L 2018
- Box 9- Jan. M-Z 2018
- Box 10- Feb. A-L 2018
- Box 11- Feb. M-Z 2018
- Box 12 Mar A-K 2018
- Box 13 Mar L-Z 2018
- Box 14 Apr. A-K 2018
- Box 15 Apr. L-Z 2018
- Box 16 May A-K 2018
- Box 17 May L-Z 2018
- Box 18 June A-M 2018
- Box 19 June N-Z 2018
- Box 20 July A-M 2018
- Box 21 July N-Z 2018
- Box 22 August A-L 2018

- Box 23 August M-Z 2018
- Box 24 sept. A-R 2018
- Box 25 sept. S-Z 2018
- Box 26 Oct. A-R 2018
- Box 27 Oct. S-Z 2018
- Box 28 Nov A-M 2018
- Box 29 Nov N-Z 2018
- Box 30 Dec. A-Z 2018
- Box 31 Jan. A-Z 2019
- Box 32 Feb. A-S 2019
- Box 33 Feb. T-Z 2019
- Box 34 Mar. A-R 2019
- Box 35 Mar. S-Z 2019
- Box 36 Apr. A-Z 2019
- Box 37 May A-Z 2019
- Box 38 Jun. A-R 2019
- Box 39 Jun. S-Z 2019
- Box 40 July A-Z 2019
- Box 41 August 2019 A-Z
- Box 42 sept. 2019 A-O
- Box 43 sept. 2019 P-Z
- Box 44 Oct. 2019 A-K
- Box 45 Oct. 2019 L-Z
- Box 46 Nov. 2019 A-Z
- Box 47 Dec. 2019 A-Z
- Box 48 Jan. 2020 A-O
- Box 49 Jan. 2020 P-Z
- Box 50 Feb. 2020 A-O
- Box 51 Feb. 2020 P-Z
- Box 52 March 2020 A-Z
- Box 53 April 2020 A-Z
- Box 54 May 2020 A-Z
- Box 55 June 2020 A-L
- Box 56 June 2020 M-Z
- Box 57 July 2020 A-L
- Box 58 July 2020 M-Z
-

## 2023 Finance Shredding

### **Journal Entries**

FY 2000-2006

FY 2007

FY 2008

FY 2009

FY 2010

FY 2016

### **Golf Receipts**

FY 2015

FY 2016

FY 2017

FY 2018

### **Cash Receipts**

FY 2017

### **Rec Center/Golf Daily Receipts**

FY 2015

FY 2016

FY 2017

### **Lockbox**

FY 2016

FY 2017

FY 2018

### **Payables**

FY 2015

### **Card Services**

FY 2015

FY 2020

### **Daily Receipts**

FY 2016