

City of Arnold, Missouri

Public Hearing
Council Chambers

June 21, 2018
7:00 p.m.

- A. 2018-17 Preliminary Plat-Londell Acres, 4 Lots 2162 Lonedell Road.

City Council

Immediately Following the Public Hearing

Amended Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Home Church – Pastor Pat Krepps
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **June 7, 2018**
 - B. Payroll Warrant **#1292 in the Amount of \$288,867.42**
 - C. General Warrant **#5716 in the Amount of \$582,184.25**
6. Ordinances:
 - A. **Bill No. 2702:** An Ordinance Approving Preliminary Plat Titled “Londell Acres”.
7. Resolutions:
 - A. **Resolution No. 18-40:** A Resolution Authorizing the Mayor to Enter into a Contract with America’s Parking Remarketing, Inc. to Provide Construction Services for the Street and Parking Lot Striping Project for the City of Arnold.
 - B. **Resolution No. 18-41:** A Resolution Appointing Diane Waller to the Personnel Board of Review to Complete a Three-Year Term.
 - C. **Resolution No. 18-42:** A Resolution Ratifying the Expenditure of Funds to Repair the HVAC System at the Recreation Center.

8. Motion:

- A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Real Estate and Personnel Pursuant to Section 610.021 (2) and (3).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

**Next Regular City Council Meeting July 5, 2018 @ 7:00 p.m.
Next Work Session July 12, 2018 at 7:00 p.m.**

Mayor Ron Counts called the meeting to order at 7:02 p.m.

The Pledge of Allegiance was recited.

Pastor Mark Stockton from First Baptist Church offered the opening prayer.

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

BUSINESS FROM THE FLOOR

Nancy Wamser, 2444 Arnold Tenbrook – Spoke against the approval of the car wash at 1384 Jeffco, siting traffic concerns.

Bob Lindsley, 1182 Jere Lane – Stated he is not necessarily against the car wash, but wanted clarification on the traffic control issues. Questioned whether or not it would only be a right turn in and right turn out of the business.

Rebecca Toney, Representative for Immaculate Conception Church regarding the Consolidation Plat – Wanted to make sure everyone knew that the Church plans to comply with any stipulations given by the Planning and Zoning Commission. Ms. Toney stated she was here to answer any questions the council may have.

Teresa Mosley, 2353 Glenn Drive – Stated she lives behind the proposed car wash and is concerned about worsening erosion issues should the car wash be approved.

Cheryl Tilley, 1301 Ava Lane – Stated her main concern with the proposed car wash is possible traffic issues on Arnold Tenbrook.

Paul Wamser, 2444 Arnold Tenbrook – Stated he thought Planning and Zoning said the car wash would be a right turn only on Arnold Tenbrook. Both Bob Sweeney and Brian McArthur stated as far as they knew, Planning and Zoning said it would be a ¾ turn. Mr. Wamser informed council that he believes a traffic study is needed.

Eric Kirchner with Cochran Engineering stated Planning and Zoning informed them it would be a ¾ turn, and they have complied. He also clarified to council and the audience where the vacuums and blowers would be located. They will also be adding a privacy fence, which was not required by Planning and Zoning along with additional trees and shrubs to detract noise problems. His client did have a traffic assessment done and the

results were a ¼ turn on Arnold Tenbrook and a right turn in and right turn out on Jeffco. Mr. Kirchner also stated the impervious area will actually be less than it is now, which should help with storm water flow.

Jeff Kochevar, Representative for the developer of the property at 1384 Jeffco – Stated that when the developer purchased the property he believed Harbor Freight and a car wash would be a good fit for the property. The car wash would bring much less traffic than a fast food restaurant or a gas station. The developer is also placing a drainage pipe and diverting around the residential area.

CONSENT AGENDA

- A. MINUTES FROM MAY 17, 2018 MEETING**
- B. PAYROLL WARRANT NO. 1291 IN THE AMOUNT OF \$286,332.66**
- C. GENERAL WARRANT NO. 5715 IN THE AMOUNT OF \$1,152,579.37**

David Owens made a motion and so moved to approve the consent agenda.
Seconded by Brian McArthur. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, yes; Owens, yes; Fleischmann, yes; Sullivan, yes; Plunk, (excused); Cooley, (excused); 5 Yeas: **Consent agenda approved.**

ORDINANCES

BILL NO. 2699 – AN ORDINANCE APPROVING A RECORD PLAT TITLED “IMMACULATE CONCEPTION CONSOLIDATION PLAT” was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, yes; Owens, yes; Fleischmann, yes; Sullivan, yes; Plunk, (excused); Cooley, (excused); 5 Yeas: **Ordinance passed.**

BILL NO. 2700 – AN ORDINANCE APPROVING A RECORD PLAT TITLED “MAXVILLE TERRACE, LOT A” was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, yes; Owens, yes; Fleischmann, yes; Sullivan, yes; Plunk, (excused); Cooley, (excused); 5 Yeas: **Ordinance passed.**

BILL NO. 2701 – AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2018 BUDGET was read twice by City Clerk Tammi Casey. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, yes; Owens, yes; Fleischmann, yes; Sullivan, yes; Plunk, (excused); Cooley, (excused); 5 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 18-37 – A RESOLUTION RE-APPOINTING MEMBERS OF THE COMMISSION ON AGING AND DISABILITIES FOR A THREE-YEAR TERM

Mark Hood made a motion and so moved to approve Resolution No. 18-37.
Seconded by Vern Sullivan. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, yes; Owens, yes; Fleischmann, yes; Sullivan, yes; Plunk, (excused); Cooley, (excused); 5 Yeas: **Resolution approved.**

RESOLUTION NO. 18-38 – A RESOLUTION AUTHORIZING A CONTRACT WITH AXON ENTERPRISE FOR THE PURCHASE OF TASERS

David Owens made a motion and so moved to approve Resolution No. 18-38.
Seconded by EJ Fleischmann. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, yes; Owens, yes; Fleischmann, yes; Sullivan, yes; Plunk, (excused); Cooley, (excused); 5 Yeas: **Resolution approved.**

RESOLUTION NO. 18-39 – A RESOLUTION AUTHORIZING A CONTRACT WITH DIAMOND FENCE TO PURCHASE FENCING FOR THE POLICE PARKING LOT

Mark Hood made a motion and so moved to approve Resolution No. 18-39.
Seconded by Brian McArthur. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, yes; Owens, yes; Fleischmann, yes; Sullivan, yes; Plunk, (excused); Cooley, (excused); 5 Yeas: **Resolution approved.**

MOTIONS

A. 2018-07 CONDITIONAL USE PERMIT, TIGER EXPRESS CAR WASH, 1384 JEFFCO BLVD.

Vern Sullivan made a motion and so moved to deny the conditional use permit for Tiger Express Car Wash, 1384 Jeffco Blvd. Seconded by Mark Hood. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, no; Owens, no; Fleischmann, no; Sullivan, yes; Plunk, (excused); Cooley, (excused); 2 Yeas, 3 Nays: **Motion failed. Therefore, the Conditional Use Permit is approved.**

B. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING LITIGATION AND PERSONNEL PURSUANT TO SECTION 610.021 (1) (3).

EJ Fleischmann made a motion and so moved to hold a closed session immediately following the council meeting. Seconded by Mark Hood. Roll call vote: Fulbright, (excused); Hood, yes; McArthur, yes; Owens, yes; Fleischmann, yes; Sullivan, yes; Plunk, (excused); Cooley, (excused); 5 Yeas: **Motion carried.**

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Stated his thoughts and prayers are with Butch Cooley for a speedy recovery, which was echoed by all.

Brian McArthur – Ward 2 – Informed Bryan Richison that he has received high grass calls for the area of Wicks Road and asked to have mowers tend to the issue.

ADMINISTRATIVE REPORTS

Bryan Richison – Thanked council for approving the budget amendment.

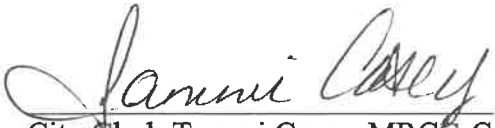
Mayor Counts announced a 10 minute recess before going into Closed Session.

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Closed Session ended at 8:25 p.m.

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

Meeting adjourned at 8:25 p.m.


City Clerk Tammi Casey, MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 6/7/2018

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: MARK HOOD

COUNCIL: BRIAN MCARTHUR

COUNCIL: DAVID OWENS

COUNCIL: EJ FLEISCHMANN

COUNCIL: VERN SULLIVAN

COUNCIL: GARY PLUNK

COUNCIL: BUTCH COOLEY

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DERRICK REDHEAD

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

ROLL CALL	CONSENT AGENDA	BILL NO 2699	BILL NO 2700	BILL NO 2701	RESOLUTION NO 18-37
PRESENT					
EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
PRESENT	YES	YES	YES	YES	YES
EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
PRESENT	PARKS DIR:	DICKIE BROWN			PRESENT
PRESENT	PUBLIC WORKS:	-			
PRESENT	TREASURER:	DAN KROUPA			PRESENT
PRESENT	POLICE DEPT.	MAJOR CARROLL			PRESENT
PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 6/7/2018

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: JASON FULBRIGHT

COUNCIL: MARK HOOD

COUNCIL: BRIAN MCARTHUR

COUNCIL: DAVID OWENS

COUNCIL: EJ FLEISCHMANN

COUNCIL: VERN SULLIVAN

COUNCIL: GARY PLUNK

COUNCIL: BUTCH COOLEY

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DERRICK REDHEAD

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO 18-38	RESOLUTION NO 18-39	MOTION TO DENY CUP 2018- 07	MOTION TO HOLD CLOSED SESSION		
EXCUSED	EXCUSED	EXCUSED	EXCUSED		
YES	YES	YES	YES		
YES	YES	NO	YES		
YES	YES	NO	YES		
YES	YES	NO	YES		
EXCUSED	EXCUSED	EXCUSED	EXCUSED		
EXCUSED	EXCUSED	EXCUSED	EXCUSED		
	PARKS DIR: DICKIE BROWN				
	PUBLIC WORKS: -				
	TREASURER: DAN KROUPA				
	POLICE DEPT. MAJOR CARROLL				

The Public Hearing was called to order by Mayor Counts at 7:00 p.m. City Clerk Tammi Casey made note of those in attendance: Mayor Counts, Fulbright (excused), Hood, McArthur, Owens, Fleischmann, Sullivan, Plunk (excused), Cooley (excused), Richison, Redhead, Lehmann, Sweeney, Brown, Kroupa and Major Carroll.

**A. 2018-16, RECORD/MINOR RECORD PLAT; IMMACULATE
CONCEPTION CONSOLIDATION PLAT, 2300 CHURCH ROAD**

Derrick Redhead informed council that the Planning Commission held a Public Hearing and discussed this item at their May 22nd meeting. This item submitted for approval is to consolidate six parcels into one. One person spoke at the Public Hearing. The Planning Commission is forwarding a recommendation of approval by a vote of 7-0.

**B. 2018-18, RECORD/MINOR RECORD PLAT, MAXVILLE TERRACE,
LOT A, DENNIS DOERING, END OF ENGLE**

Derrick Redhead informed council that the Planning Commission held a Public Hearing and discussed this item at their May 22nd meeting. This item submitted for approval is to vacate the existing subdivision Maxville Terrace, Plat 2, lots 1-14 and consolidate them into one lot at the end of Engle Drive. Two people spoke at the public hearing regarding a sign not being posted at the front of Engle Drive and issues with existing trash trucks and turn around. The Planning Commission is forwarding a recommendation of approval by a vote of 7-0.

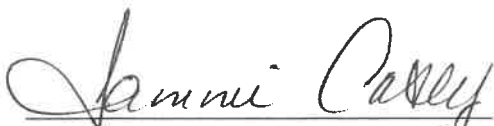
PUBLIC COMMENTS

NONE

COUNCIL COMMENTS

NONE

The Public Hearing ended at 7:02 p.m.


City Clerk Tammi Casey, MRCC

**CITY OF ARNOLD CITY COUNCIL
JUNE 21, 2018 MEETING**

TO: MAYOR AND CITY COUNCIL
FROM: CHRISTIE HULL BETTALE, EIT – COMMUNITY DEVELOPMENT ENGINEER
SUBJECT: 2018-17 PRELIMINARY PLAT- LONDELL ACRES, 4 LOTS 2162 LONEDELL RD, PLANNING COMMISSION RECOMMENDATION
DATE: 6/13/2018
CC: BRIAN RICHISON AND DERRICK REDHEAD

REQUEST

On behalf of Staloch LLC, Mark Doering – Doering Engineering presents a preliminary plat for Lonedell Acres.

PLANNING COMMISSION SUMMARY AND RECOMMENDATION

The Planning Commission held a public hearing and considered this request at their June 12, 2018 meeting. There were 4 residents from the public who spoke at the hearing. Their concerns included traffic, existing stormwater problems, fencing and long grass ordinance requirements. During the regular meeting the applicant presented the project. There were comments, questions and answers regarding the onsite storm sewers, existing off site downstream stormwater issues and the lot frontage variance. After the discussion, the Commission voted 6-4 to forward a recommendation of approval with the below conditions:

1. Provide a Tree Preservation plan for Commission review at a later date.
2. 10' Right of Way dedication strip is required, which will be indicated on the final record plat.
3. A proposed 10' sidewalk easement and 5' sidewalk is required; easement will be indicated on final record plat and sidewalks installed or make a contribution in lieu of construction.
4. Provide storm and sanitary easement, 5' both sides of centerline (10' total) for the existing or proposed pipes.
5. Planning Commission grants the variance for frontage on Lots 2, 3, 4, with the findings as stated in the staff report
6. Provide draft covenants for city review and recording.
7. Grading and any necessary infrastructure will need an Improvement Plan separate permit.
8. The existing storm water pipes and system must be inspected and function properly within the development.

ANALYSIS

The Londell Acres Subdivision is located along Lonedell Rd, is zoned a R3 district, currently addressed as 2162 Lonedell. The proposal is to plat the land and build 4 residential homes. The lots each meet and exceed the 15,000 sq ft minimum area, easements and setbacks are met. For reference, these parcels are situated with R2 directly across the street and R3 to both sides and rear. The R2 district allows for minimum of 21,780 sq ft. As presented, the use and manner in which this development is planned meets the zoning and subdivision code with a few exceptions.

First, to bring to your attention; there is not a completed tree preservation plan developed as of yet. This plan does show the trees but it is not compliant per City code.

Second, when a new subdivision is proposed which is located on only one (1) side of an existing street or road, one-half (1/2) of the required right-of-way width shall be provided, measured from the centerline of the right-of-way as originally established. Lonedell is a collector status road and 50' right of way needed. With existing right of way width of 30'; the new plat needs to provide additional 10' dedication strip.

Third, a sidewalk is required with a subdivision plat; a proposed 5' sidewalk is needed within a 10' easement adjacent to the new right of way line. In lieu of construction a contribution to the sidewalk fund can be made to satisfy this requirement. At the cost for construction of 453 linear feet of 5' wide sidewalk at \$4.90 per square foot, a contribution of \$11098.50 would be needed to fund the improvement.

A letter from Mark Doering is attached (exhibit 1), indicating they are agreeable and will address the above 3 items prior to the final record plat.

I want to mention regarding storm water design, the development plan is keeping the land disturbance and impervious surfaces minimal. With that said, additional storm water runoff is not increased enough to require detention or water quality. All grading, erosion and sediment, and land disturbance codes will still apply.

VARIANCE

Finally, as indicated all lots meet minimum area and minimum setback; however, 3 of them do not meet frontage width requirements. The minimum width necessary is 125' for lots over 1 acre. Doering presented a separate letter (exhibit 2) which is a request for this variance.

Applicant is requesting a lot frontage variance for lots 2, 3, and 4. The request is to allow 100' frontage for these lots: lot 2 – 1.08 acre, lot 3 – 1.10 acre and lot 4, 1.07 acre. When the Commission considers granting the variance for frontage on 3 Lots, it shall make findings based upon the evidence presented to it in each specific case that:

1. The granting of the variance will not be detrimental to the public safety, health or welfare or injurious to other property or improvements in the neighborhood in which the property is located. It will not be detrimental as this layout proposes 4 lots where this property could potentially be more densely developed. Due to this, there is less traffic generation impact.
2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not applicable generally to other property.
 This property is unique in that the 2 current lots are 'large lots' of 1.3 acres and 2.59 acres in an R3 district that has typically has a minimum 0.25 acre.
3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out.
 This existing parcel of land, nearly 4 acres, is a large deep lot configuration. The proposed new lot configuration is advantageous for the site to be compatible with the other narrow lots in the area.
4. The variance will not in any manner vary the provisions of the zoning ordinance, Comprehensive Plan, or major street plan.

**AN ORDINANCE APPROVING A PRELIMINARY PLAT TITLED
“LONDELL ACRES”**

WHEREAS, the Planning Commission of the City of Arnold has reviewed a proposed preliminary plat and has submitted a report with findings and conditions of said preliminary plat titled “Lonedell Acres” to the City Council; and

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

WHEREAS, the Council of the City of Arnold is required to review the preliminary plat and consider its approval;

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

Section 1. The City of Arnold hereby accepts and approves the preliminary plat titled “The Enclave at Strawberry Ridge.” Said development is located on a 4.0-acre tract of land located on Lonedell Rd at Debra Ln.

Section 2. The acceptance and approval of the preliminary plat for “Lonedell Acres” as presented to this City Council in no way relieves the developer of the responsibility of meeting the requirements of any other public or private entity having jurisdiction over such developments, or the requirements of the ordinances of the City of Arnold, Missouri.

Section 3. The acceptance and approval of “Lonedell Acres” as presented to this City Council is in no way an endorsement of said construction, development or layout, or an acceptance of any publicly dedicated improvements until said improvements have been properly inspected by the Community Development Department and accepted by the City Council as provided by ordinance.

Section 4. The preliminary plat identified as “Lonedell Acres” shall be valid for a period of two (2) years from the date of its approval.

Section 5. The preliminary plat identified as “Lonedell Acres” is subject to the conditions outlined in the Staff report to the City Council dated June 28, 2017 and as follows:

Conditions

1. Provide a Tree Preservation plan for Commission review at a later date.
2. 10’ Right of Way dedication strip is required, which will be indicated on the final record plat.
3. A proposed 10’ sidewalk easement and 5’ sidewalk is required; easement will be indicated on final record plat and sidewalks installed or make a contribution in lieu of construction.
4. Provide storm and sanitary easement, 5’ both sides of centerline (10’ total) for the existing or proposed pipes.
5. Planning Commission grants the variance for frontage on Lots 2, 3, 4, with the findings as stated in the staff report
6. Provide draft covenants for city review and recording.
7. Grading and any necessary infrastructure will need an Improvement Plan separate permit.
8. The existing stormwater pipes and system must be inspected and function properly within the development.

Section 6. General Development Conditions apply as follows:

- a. A grading permit is required prior to any grading on the site.
- b. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as rye, shall be utilized to retard erosion.
- c. The petitioner shall be responsible for obtaining all necessary permits and approvals from the Missouri Department of Natural Resources, Public Water Supply District No. 1, American Water and Rock Community Fire Protection District as they relate to the development of this tract of land.
- d. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas is prohibited in order to eliminate the conditions whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- e. Failure to comply with any or all the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City Departments or Commissions.

Section 7. The approval of the City Council under the hand and seal of the city shall be endorsed upon said plat.

Section 8. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF JUNE, 2018.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

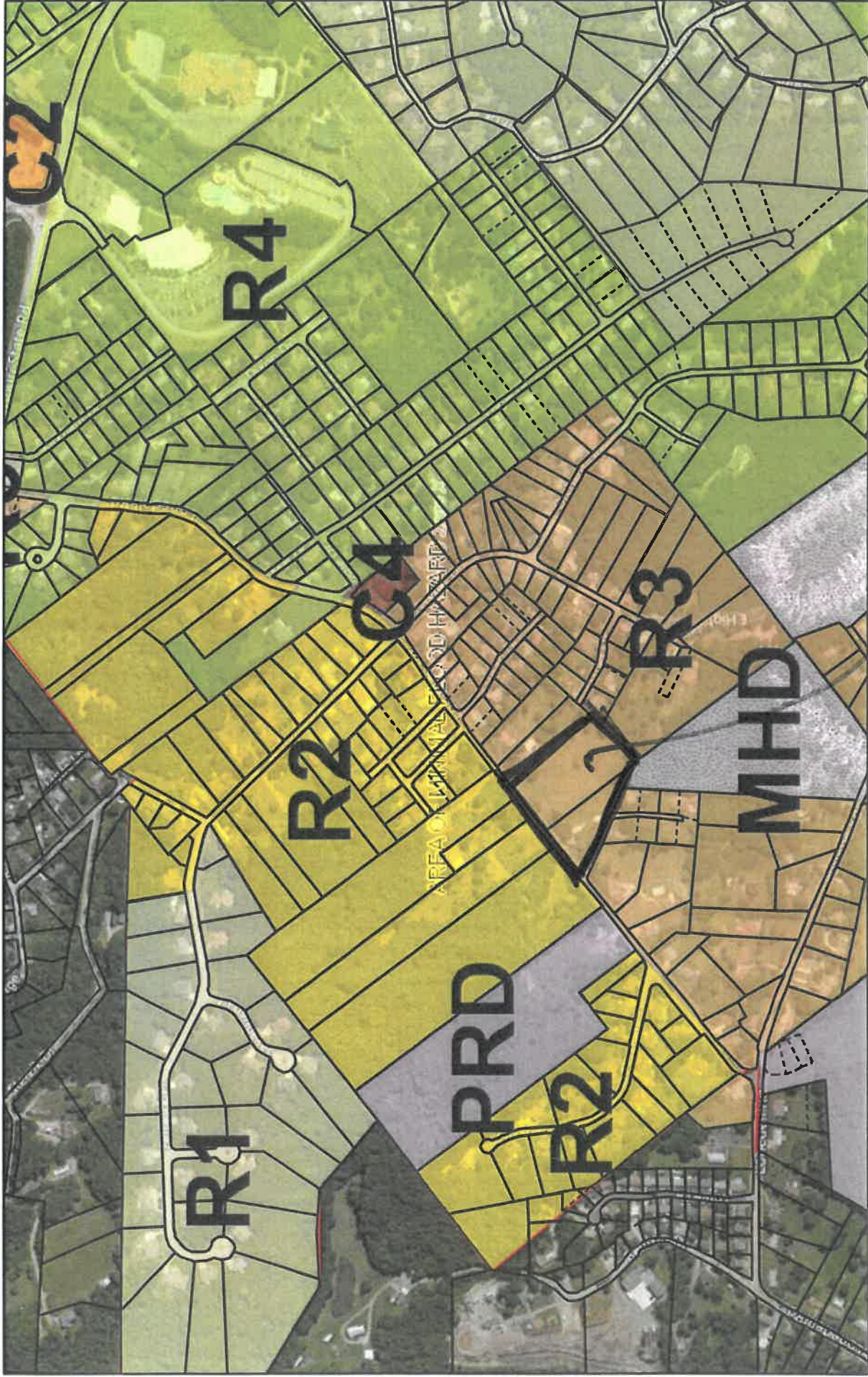
2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert K. Sweeney

June 13, 2018

City of Arnold MO Online GIS Base Map Viewer



6/8/2018 10:12:09 AM

- Jefferson County Parcels - Property
- Jefferson County Lot Lines - Lot Lines
- Arnold_MO_City_Limits
- Flood Hazard Zones
- 1% Annual Chance Flood Hazard
- Regulatory Floodway

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

1:9,028

June 6, 2018

City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010
Attn: Ms. Christie Hull-Bettale

RE: Lonedell Subdivision
Responses to Comments Received June 5, 2018

Dear Ms. Hull-Bettale:

Please see our response (in red) to your comments.

2. When you removed the structures (building foot print). It looks like you erroneously removed proposed grading contours and proposed sanitary sewer with easements. Grades and utilities should be shown, this is something the commission wants to see.

We have shown these items on the plan.

7. When a new subdivision is proposed, located on only one (1) side of an existing street or road, one-half (1/2) of the required right-of-way width shall be provided, measured from the centerline of the right-of-way as originally established. Lonedell is a collector and 50' right of way needed. With existing right of way width of 30; please show and provide additional ~~15~~¹⁰ dedication strip on the plan.

We are okay with this comment, but have not revised the plan to reflect this.

11. a. There are not easements for storm water pipes across the back yards and they will be required. Please show the proposed easement, 5' both sides of centerline of the pipes.

b. Provide a proposed 10' sidewalk easement adjacent to the new right of way line. Sidewalk is required with subdivision plat; in lieu of construction a contribution to the sidewalk fund can be made. The cost of construction of 453 lineal feet of 5' wide side walk at \$4.90 per square foot the contribution is \$11098.50.

We have noted on the plat that all sewers will be covered with easements, as directed by the City of Arnold on the record plat. We are find with the sidewalk/easement, but have not shown it on the plan.

12. Draft covenants are required for city review and final recording.

We propose to provide them to the City prior to the recording of the record plat.

13. The plat shows the existing trees; however, it doesn't fulfill the requirements of Article IV: Tree Preservation Program complete requirements found at his link to the city code.

We are trying to see if this proposal is considered positive by the Planning Commission and would like to keep our cost down at this point. If it is acceptable, we would be willing to go back to the Planning Commission with this if this proposal moves forward.

We believe our proposal fits with the existing area and will positive development for the City of Arnold. If you have any questions, please do not hesitate to contact me.

Sincerely,



Mark A. Doering
President

4850 Lemay Ferry Road – Suite 220 – St. Louis, MO 63129
Office: (314) 487-6913 -- Fax (314) 487-2379

328 Bargraves Boulevard, Suite B – Troy, IL 62294
Office: (618) 667-6610 – Fax (618) 667-6653

Email address: mailbox@doeringeng.com

EXHIBIT I

June 6, 2018

City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

Attn: Ms. Christie Hull-Bettale

RE: Lonedell Subdivision
Lot Frontage Variance Request

Dear Ms. Hull=Bettale:

On behalf of Staloch LLC we are requesting a lot frontage variance for lots 2, 3 and 4 of the proposed Lonedell Acres. Our request is to allow 100' frontage for these lots (lot 2 – 1.08 acre, lot 3 – 1.10 acre and lot 4 1.07 acre) instead of 125'.

We believe fronting on lots on the existing Londell Road would have less impact than constructing a road with a cul-de-sac into this parcel and creating 7 or 8 lots. With our layout, we have limited disturbance to just less than one a acre, if this parcel was developed with a road and cul-de-sac the disturbed area would be approximately three and one half acres.

Our proposal matches the existing lots in the area. The lot directly to the north (2134 Lonedell) has a frontage of 115' and is 1.30 acre. The lot to the north of 2124 Londell (2124 Lonedell) has a frontage of 116' and is 1.35 acre. The lot two parcels to the south of this proposal (2208 Lonedell) has a frontage of 85' and is 1.71 acre.

1 The granting of this variance will not be detrimental to public safety as all details of this development will be in accordance to the City of Arnold's standards. Having four lots instead of 7 or 8 will reduce the ultimate traffic on Londell road.

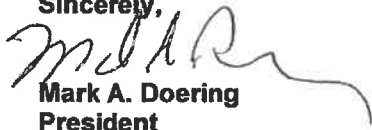
3 Because of the Geometrics of the site (deep lot) we believe the lot configuration is best for this site.

4 With this variance we will meet the provisions of the zoning ordinance and because we are proposing no new roads, we will be consistent with the Comprehensive plan and major street plan.

We believe our proposal fits with the existing area and will positive development for the City of Arnold.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Mark A. Doering
President

CC: David Staloch

cc - 6/7/18

Community Development Department
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010
636-282-2378
636-282-6677 Fax

5/22/18
mtg

applicant moved to



PRELIMINARY PLAT APPLICATION

File Number 2018-17 Fee \$200 up to 10 Lots, \$10.00 for each addl Lot - Paid \$200.00

APPLICANT/CONTRACT PURCHASER

STALOCH

Name

2162 LONDELL RD

Address, City, State, Zip

636 337 4663

Telephone Number

636 789 2201

Facsimile Number

2162 LONDELL RD

Property Address (or nearest intersection)

MO - AMERICAN 63050

Sanitary District

866-430-6820

Telephone Number

4/13/18

Date of Application

David Staloch

Signature of Applicant and/or Owner

OWNER

STALOCH L.L.C.

Name

4484 9983 COLUMN DRIVE

Address, City, State, Zip

636 337 4663

Telephone Number

636 789 2201

Facsimile Number

R-3

Zoning of Property

4

Number of Lots

ROCK CREEK

Fire District

636 296 2211

Telephone Number

5/22/18

Meeting Date Targeting

PRELIMINARY PLAN LONEDELL ACRES

FOUR TRACTS OF LAND BEING PART OF LOT 1 OF U.S. SURVEY 2891,
TOWNSHIP 43 NORTH, RANGE 9 EAST, JEFFERSON COUNTY, MISSOURI, AND
TRACTS 5 AND 6 OF MOUNT STERZIK, AS PER PLAN RECORDED
IN PLAT BOOK 8 PAGE 37 OF THE JEFFERSON COUNTY RECORDER'S OFFICE

GENERAL RANGE CALCS:
 SECTION: 104
 TOWNSHIP: 43N
 RANGE: 9E
 SECTION CORNERS: 104.0000
 TOWNSHIP CORNERS: 4300.0000
 RANGE CORNERS: 9000.0000
 SECTION AREA: 104.0000 AC
 TOWNSHIP AREA: 4300.0000 AC
 RANGE AREA: 9000.0000 AC
 TOTAL AREA: 13700.0000 AC
 CORNER DATA:
 SECTION CORNER: 104.0000 AC
 TOWNSHIP CORNER: 4300.0000 AC
 RANGE CORNER: 9000.0000 AC
 SECTION CENTER: 104.0000 AC
 TOWNSHIP CENTER: 4300.0000 AC
 RANGE CENTER: 9000.0000 AC
 SECTION AREA: 104.0000 AC
 TOWNSHIP AREA: 4300.0000 AC
 RANGE AREA: 9000.0000 AC
 TOTAL AREA: 13700.0000 AC

PERTINENT INFORMATION:
 1. BOARD DISTRICT: CITY OF ARNOLD
 2. ELECTRIC: SPRIE
 3. GAS: ATEB
 4. PHONE: ATEB
 5. WATER: FORD #1
 6. FLOOD DISTRICT: ROCK COMMUNITY FLOOD PROTECTION DISTRICT
 7. FLOOD PROTECTION DISTRICT: ROCK COMMUNITY FLOOD PROTECTION DISTRICT
 8. SOURCE OF TITLE: DOERING ENGINEERING 2018

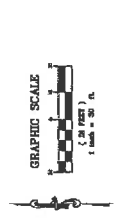
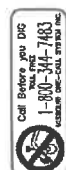
**PROPOSED IMPROVEMENT PLANS
AND SURVEYS FOR SUBDIVISION BY:**
 DOERING ENGINEERING, INC
 5030 GRIFFIN ROAD
 ST. LOUIS, MISSOURI 63128
 (314) 487-8913

BENCHMARK
 NETWORK OF CONTIGUOUSLY CORRELATED BENCHMARKS
 WITH BENCHMARK OF HIGHEST CORNER OF SITE
 ELEVATION

FLOOD MAP
 SUBJECT PROPERTY NOT WITHIN FLOOD ZONES

PREPARED BY:
 DOERING ENGINEERING, INC
 5030 GRIFFIN ROAD
 ST. LOUIS, MISSOURI 63128
 (314) 487-8913

PREPARED FOR/OWNER:
 STALOSH LLC
 2162 LONEDELL ROAD
 ARNOLD, MISSOURI 63010
 (636) 331-6883



LOCATION MAP
(PNT TO SHEET)

NOTES:

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. THIS PLAN IS SUBJECT TO THE CITY OF ARNOLD ZONING ORDINANCES AND ANY AMENDMENTS THEREOF.
3. THE CITY OF ARNOLD HAS REVIEWED THIS PLAN AND HAS ISSUED PERMITS FOR THE PROPOSED IMPROVEMENTS.
4. THE CITY OF ARNOLD HAS REVIEWED THIS PLAN AND HAS ISSUED PERMITS FOR THE PROPOSED IMPROVEMENTS.
5. THE CITY OF ARNOLD HAS REVIEWED THIS PLAN AND HAS ISSUED PERMITS FOR THE PROPOSED IMPROVEMENTS.
6. THE CITY OF ARNOLD HAS REVIEWED THIS PLAN AND HAS ISSUED PERMITS FOR THE PROPOSED IMPROVEMENTS.
7. THE CITY OF ARNOLD HAS REVIEWED THIS PLAN AND HAS ISSUED PERMITS FOR THE PROPOSED IMPROVEMENTS.
8. THE CITY OF ARNOLD HAS REVIEWED THIS PLAN AND HAS ISSUED PERMITS FOR THE PROPOSED IMPROVEMENTS.
9. THE CITY OF ARNOLD HAS REVIEWED THIS PLAN AND HAS ISSUED PERMITS FOR THE PROPOSED IMPROVEMENTS.
10. THE CITY OF ARNOLD HAS REVIEWED THIS PLAN AND HAS ISSUED PERMITS FOR THE PROPOSED IMPROVEMENTS.

RESOLUTION NO: 18-40

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH AMERICA'S PARKING REMARKING, INC. TO
PROVIDE CONSTRUCTION SERVICES FOR THE STREET AND PARKING
LOT STRIPING PROJECT FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with America's Parking Remarketing, Inc. to provide construction services for the Street and Parking Lot Striping project for the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this 21ST day of June 2018, by and between America's Parking Remarketing 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 June 21, 2018, 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 incidental to the furnishing of all material, equipment, and labor to undertake STREET AND PARKING LOT STRIPING 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 STREET AND PARKING LOT STRIPING PROJECT may begin on June 22, 2018 and shall be carried on at a rate to secure its full completion by N/A . This date may be adjusted by the Public Works 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 Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works 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 Public Works 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 STREET AND PARKING LOT STRIPING PROJECT bid the amount of \$66,299.10 attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the STREET AND PARKING LOT STRIPING PROJECT.

Quantities may be added or deleted at any time during the contact. This contract is based on a quantity at a unit cost.

The above unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

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

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

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

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 period of one year, 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 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

Date

Date

Telephone No.

(SEAL)

(SEAL)

APPROVED AS TO FORM:

City Attorney

**BID PROPOSAL FORM
CITY OF ARNOLD, MISSOURI
STREET AND PARKING LOT PROJECT**

**TO: CITY OF ARNOLD
ARNOLD, MISSOURI**

Pursuant to and in compliance with your Request for Bids dated June 5, 2018 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the **STREET AND PARKING LOT STRIPING REVISED PROJECT** all required by and in strict conformance with the Bid Specifications and addenda No. _____ to _____ inclusive at the unit & lump sum prices listed herein.

NOTE: All striping is estimated to be approximately 60% White & 40% Yellow, with ADA Parking spaces and wheelchair striping in Blue Paint.

SECTION 1:

STREET NAME	LF Solid Lines	LF DASH Lines	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Arnold Tenbrook (extend white edge lines to Jeffco Blvd.)	53,960		420 yellow Teardrop	53,960	.123	6637.08
Astra Way (Lonedell to Hwy 141)	4,035			4,035	.123	496.31
Bayshore	32			32	.123	3.94
Bradley Beach	272			272	.123	33.46
Church Road	15,084	8,274		23,358	.123	2873.04
Dohack	410			410	.123	50.43
Elm Drive	785			785	.123	96.56
Esther Dr	275			275	.123	33.83
Farmcrest	535			535	.123	65.81
Ferd Lang Park	332			332	.123	40.84
Fox Ridge Ct & New Haven	426			426	.123	52.40
Hollywood Beach	738			738	.123	90.78
Kochner	515			515	.123	63.35
Lakeview	2,032			2,032	.123	249.94
Lonedell Road (Jeffco Blvd to I-55)	12,497			12,497	.123	1537.14
Lonedell Road (Pomme Rd to Mo State Road)	16,753			16,753	.123	2060.62

STREET NAME	LF Solid Lines	LF DASH Lines or Cross hatch	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Lonedell Road (Brookshire to West Outer Rd)	32,442			32,442	.123	3990.37
Lone Star	1365		842 Teardrop	2,207	.123	271.47
Manufacturer's Drive				3,854	.123	474.05
Maple	900	126		1,026	.123	126.20
Michigan Avenue	8,820	2,100	842 Teardrop	11,762	.123	1446.73
Missouri State Road	23,126	568	536 Eye Brow	24,230	.123	2980.29
Missouri State Round-a-bout	798	60	204	1062	.123	130.63
Old Lemay Ferry Rd	27,460	2,200	2 Turn Arrows 610 Eye Brow 842 Teardrop	31,112	.123	3826.78
Ozark	819			819	.123	100.74
Pomme Road / Glatt	20,396			20,396	.123	2508.71
Rec Center	321	490	112 Teardrop	923	.123	113.53
Richardson Square / Meyer Drury	500			500	.123	61.50
Richardson Rd (McDonalds Restaurant to Old Lemay Ferry Road)	15,002			15,002	.123	1845.25
Richardson Road (Oakbridge Church to Jeffco)	8,786	2,040		10,826	.123	1331.60
Ridgecrest	1,216			1,216	.123	149.57
Rosewood	250			250	.123	30.75
Stardust @ Uhlinger	312			312	.123	38.38
Starling Airport Road	19,351			19,351	.123	2380.18
St. Johns Church Road	5,865	240		6,105	.123	750.92
Sunset Dr	257			257	.123	31.62
Tenbrook	65,016			65,016	.123	7996.97
Tony Drive & Rose Drive	750			750	.123	92.25
Villa Dr	430			430	.123	52.89

										Limit	
Michigan Ave	6	38 + 3 double- Thermoplastic									# 500.00
Missouri State	5	5			1						875.00
Municipal					1	2					150.00
New Richardson	9	10 + 3 double									1825.00
Old Lemay Ferry	7	7			4						735.00
Old Richardson	3										150.00
Richardson Sq	2	2 + 1 double									285.00
Ridgecrest Dr	3	2 + 1 double									335.00
Rockwood Forest	2										200.00
Rosewood	1								1		50.00
Santiago	1										150.00
St Johns Church Rd	4	2			1	2				1	660.00
St. Johns Crossing	11										550.00
Stardust	1				1						200.00
Starling Airport Rd	4								1		300.00
Tamarack	1								1	1	350.00
Tenbrook Rd	8	3 + 3 double									790.00
Theodore									2		400.00
Tony	1									20mph	50.00
Vogel Rd	6	7									685.00
Wicks Rd											200.00
Willow	2										100.00
City Hall / Police Station					2						300.00

Total Cost Section 2 \$ 16,745.00

GRAND TOTAL COST Sections 1 & 2 =

\$ 66,299.10

The Undersigned understands and agrees the quantities shown herein are estimated, that payment shall be made on a unit cost basis.

The Undersigned understands and agrees that the City of Arnold may, at its discretion, elect to add and/or delete quantities, at any time during the contract period.

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

Suitable bid security in the amount of Sixty-Six Thousand Two Hundred Ninety-Nine & 10/100 Dollars (\$ 66,299.10) as called for in the Advertisement of Bids accompanies this Bid. This sum is to be forfeited to the City of Arnold if the party, or parties, making this Bid fail to enter into contract with approved securities within ten (10) days after the award of the Contract has been made.

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

NAME OF BUSINESS _____

(If an individual)

SIGNATURE OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If Co-partnership)

FIRM NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If a Corporation)

CORPORATE NAME

SIGNATURE

BUSINESS ADDRESS

TELEPHONE NO.

America's Parking Remarking


**5640-B Telegraph Road
Suite #220**

St. Louis, MO 63129

(314) 591-5643

* ADA Wheelchair striping is to be done in blue paint.

Special Notes:

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

N/A

NOTE: Each Street Striping work total price will be determined by actual in place field measured quantities. The Contractor and the City shall measure and record quantities jointly to determine the final total cost.

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

Name	<i>See Attached</i>	Phone Number
------	---------------------	--------------

Name		Phone Number
------	--	--------------

Name		Phone Number
------	--	--------------

**BID PROPOSAL FORM
CITY OF ARNOLD, MISSOURI
STREET AND PARKING LOT PROJECT**

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated June 5, 2018 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the STREET AND PARKING LOT STRIPING PROJECT all required by and in strict conformance with the Bid Specifications and addenda No. _____ to _____ inclusive at the unit & lump sum prices listed herein.

NOTE: All striping is estimated to be approximately 60% White & 40% Yellow, with ADA Parking spaces and wheelchair striping in Blue Paint.

SECTION 1:

STREET NAME	LF Solid Lines	LF DASH Lines	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Arnold Tenbrook (extend white edge lines to Jeffco Blvd.)	53,960		420 yellow Teardrop	53,960	\$0.18	\$9712.80
Astra Way (Lonedell to Hwy 141)	4,035			4,035	\$0.18	\$726.30
Bayshore	32			32	\$0.18	\$5.76
Bradley Beach	272			272	\$0.18	\$48.96
Church Road	15,084	8,274		23,358	\$0.18	\$4204.44
Dohack	410			410	\$0.18	\$73.80
Elm Drive	785			785	\$0.18	\$141.30
Esther Dr	275			275	\$0.18	\$49.50
Farmcrest	535			535	\$0.18	\$96.30
Ferd Lang Park	332			332	\$0.18	\$59.76
Fox Ridge Ct & New Haven	426			426	\$0.18	\$76.68
Hollywood Beach	738			738	\$0.18	\$132.84
Kochner	515			515	\$0.18	\$92.70
Lakeview	2,032			2,032	\$0.18	\$365.76
Lonedell Road (Jeffco Blvd to I-55)	12,497			12,497	\$0.18	\$2249.46
Lonedell Road (Pomme Rd to Mo State Road)	16,753			16,753	\$0.18	\$3015.54

STREET NAME	LF Solid Lines	LF DASH Lines or Cross hatch	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Lonedell Road (Brookshire to West Outer Rd)	32,442			32,442	\$0.18	\$5839.56
Lone Star	1365		842 Teardrop	2,207	\$0.18	\$397.26
Manufacturer's Drive				3,854	\$0.18	\$693.72
Maple	900	126		1,026	\$0.18	\$184.68
Michigan Avenue	8,820	2,100	842 Teardrop	11,762	\$0.18	\$2117.16
Missouri State Road	23,126	568	536 Eye Brow	24,230	\$0.18	\$4361.40
Missouri State Round-a-bout	798	60	204	1062	\$0.18	\$191.16
Old Lemay Ferry Rd	27,460	2,200	2 Turn Arrows 610 Eye Brow 842 Teardrop	31,112	\$0.18	\$5600.16
Ozark	819			819	\$0.18	\$147.42
Pomme Road / Glatt	20,396			20,396	\$0.18	\$3671.28
Rec Center	321	490	112 Teardrop	923	\$0.18	\$166.14
Richardson Square / Meyer Drury	500			500	\$0.18	\$90.00
Richardson Rd (McDonalds Restaurant to Old Lemay Ferry Road)	15,002			15,002	\$0.18	\$2700.36
Richardson Road (Oakbridge Church to Jeffco)	8,786	2,040		10,826	\$0.18	\$1948.68
Ridgecrest	1,216			1,216	\$0.18	\$218.88
Rosewood	250			250	\$0.18	\$45.00
Stardust @ Uhlinger	312			312	\$0.18	\$56.16
Starling Airport Road	19,351			19,351	\$0.18	\$3483.18
St. Johns Church Road	5,865	240		6,105	\$0.18	\$1098.90
Sunset Dr	257			257	\$0.18	\$46.26
Tenbrook	65,016			65,016	\$0.18	\$11,702.88
Tony Drive & Rose Drive	750			750	\$0.18	\$135.00
Villa Dr	430			430	\$0.18	\$77.40

STREET NAME	LF Solid Lines	LF DASH Lines	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Vogel Road	9,990	2,784		12,774	\$0.18	\$2299.32
Wicks Road	17,072			17,072	\$0.18	\$3072.96
Willow	192			192	\$0.18	\$34.56
*City Hall / Police Station 2101 Jeffco	2,970			2,970	\$0.18	\$534.60
				Total LF	399,781	

Total Cost Section 1 \$ 71,965.98

*** Work has to be done on a Saturday or Sunday this work has to be coordinated with City Staff**

SECTION 2: ARROWS, STOP BARS, Wheel chair Parking Spaces & other

STREET NAME	Stop Bars	Arrows	RR X-ing	Only	Cross Walk	School	Speed humps	Ped X-ing	20 mph Speed Limit	Stop Word	Cost
Arnold Tenbrook	10	6 + 1 double	2	2							\$1510.00
Astra Way	1	1									\$70.00
Bayshore Subdivision	19	2									\$565.00
Boca Raton									1		\$140.00
Bradley Beach	1										\$25.00
Church Rd	10	21 + 2 double			1			1			\$1725.00
Dohack	2										\$50.00
Elm	2	2	1								\$440.00
Emil							4		2 20mph		\$1880.00
Fannie	1										\$25.00
Fox Ridge Ct	1										\$25.00
Glatt Dr	2	2									\$140.00
Hickory Square	2										\$50.00
Kochner (Lonestar Area)	2	2									\$140.00
Keywest	2										\$50.00
Lonedell (by Astra Way)	2										\$50.00
Meyer Drury					1						\$200.00

STREET NAME	Stop Bars	Arrows	RR X-ing	Only	Cross Walk	School	Speed humps	Ped X-ing	20 mph Speed Limit	Stop Word	Cost
Michigan Ave	6	38 + 3 double-Thermoplastic			1						\$2330.00
Missouri State	5	5			1	2					\$1050.00
Municipal					1						\$200.00
New Richardson	9	10 + 3 double			4						\$1745.00
Old Lemay Ferry	7	7									\$490.00
Old Richardson	3										\$75.00
Richardson Sq	2	2 + 1 double									\$230.00
Ridgecrest Dr	3	2 + 1 double									\$255.00
Rockwood Forest	2								1		\$190.00
Rosewood	1										\$25.00
Santiago	1									1	\$175.00
St Johns Church Rd	4	2			1	2					\$890.00
St. Johns Crossing	11										\$275.00
Stardust	1				1						\$225.00
Starling Airport Rd	4							1			\$250.00
Tamarack	1						1		1	1	\$715.00
Tenbrook Rd	8	3 + 3 double									\$605.00
Theodore							2		2 20mph		\$1080.00
Tony	1										\$25.00
Vogel Rd	6	7									\$465.00
Wicks Rd			1								\$300.00
Willow	2										\$50.00
City Hall / Police Station					2						\$400.00

Total Cost Section 2 \$ 19,130.00

GRAND TOTAL COST Sections 1 & 2 = \$ 91,095.98

* ADA Wheelchair striping is to be done in blue paint.

Special Notes:

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

N/A

NOTE: Each Street Striping work total price will be determined by actual in place field measured quantities. The Contractor and the City shall measure and record quantities jointly to determine the final total cost.

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

Dave Shoemake - Cochran Engineering for City of Hillsboro	(636)234-7725
Name	Phone Number
Rich Beran - City of Creve Coeur	(314)442-2067
Name	Phone Number
Nikki Miller - City of Hazelwood	(314)513-5031
Name	Phone Number

The Undersigned understands and agrees the quantities shown herein are estimated, that payment shall be made on a unit cost basis.

The Undersigned understands and agrees that the City of Arnold may, at its discretion, elect to add and/or delete quantities, at any time during the contract period.

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

Suitable bid security in the amount of Ninety-one Thousand ninety-five & 98/100 Dollars (\$ 91,095.98) as called for in the Advertisement of Bids accompanies this Bid. This sum is to be forfeited to the City of Arnold if the party, or parties, making this Bid fail to enter into contract with approved securities within ten (10) days after the award of the Contract has been made.

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

NAME OF BUSINESS _____

(If an individual)
SIGNATURE OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If Co-partnership)
FIRM NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If a Corporation)
CORPORATE NAME TraMar Contracting, Inc. _____

SIGNATURE  _____

BUSINESS ADDRESS 3051 Mercantile Industrial Drive, St. Charles MO 63301 _____

TELEPHONE NO. (636) 255-0808 _____

**BID PROPOSAL FORM
CITY OF ARNOLD, MISSOURI
STREET AND PARKING LOT PROJECT**

**TO: CITY OF ARNOLD
ARNOLD, MISSOURI**

Pursuant to and in compliance with your Request for Bids dated January 23, 2018 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the STREET AND PARKING LOT STRIPING PROJECT all required by and in strict conformance with the Bid Specifications and addenda No. _____ to _____ inclusive at the unit & lump sum prices listed herein.

NOTE: All striping is estimated to be approximately 60% White & 40% Yellow, with ADA Parking spaces and wheelchair striping in Blue Paint.

SECTION 1:

STREET NAME	LF Solid Lines	LF DASH Lines	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Arnold Tenbrook (extend white edge lines to Jeffco Blvd.)	53,960		420 yellow Teardrop	53,960	\$.15	\$8,094
Astra Way (Lonedell to Hwy 141)	4,035			4,035	\$.15	\$605.25
Bayshore	32			32	\$.15	\$4.80
Bradley Beach	272			272	\$.15	\$40.80
Church Road	15,084	8,274		23,358	\$.15	\$3,503.70
Dohack	410			410	\$.15	\$61.50
Elm Drive	785			785	\$.15	\$117.75
Esther Dr	275			275	\$.15	\$41.25
Farmcrest	535			535	\$.15	\$80.25
Ferd Lang Park	332			332	\$.15	\$49.80
Fox Ridge Ct & New Haven	426			426	\$.15	\$63.90
Hollywood Beach	738			738	\$.15	\$110.70
Kochner	515			515	\$.15	\$77.25
Lakeview	2,032			2,032	\$.15	\$304.80
Lonedell Road (Jeffco Blvd to I-55)	12,497			12,497	\$.15	\$1,874.55
Lonedell Road (Pomme Rd to Mo State Road)	16,753			16,753	\$.15	\$2,512.95

STREET NAME	LF Solid Lines	LF DASH Lines or Cross hatch	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Lonedell Road (Brookshire to West Outer Rd)	32,442			32,442	\$.15	\$4,866.30
Lone Star	1365		842 Teardrop	2,207	\$.15	\$331.05
Manufacturer's Drive				3,854	\$.15	\$578.10
Maple	900	126		1,026	\$.15	\$153.90
Michigan Avenue	8,820	2,100	842 Teardrop	11,762	\$.15	\$1,764.30
Missouri State Road	23,126	568	536 Eye Brow	24,230	\$.15	\$3,634.50
Missouri State Round-a-bout	798	60	204	1062	\$.15	\$159.30
Old Lemay Ferry Rd	27,460	2,200	2 Turn Arrows 610 Eye Brow 842 Teardrop	31,112	\$.15 LF \$50.00 per arrow	\$4,766.80
Ozark	819			819	\$.15	\$122.85
Pomme Road / Glatt	20,396			20,396	\$.15	\$3,059.40
Rec Center	321	490	112 Teardrop	923	\$.15	\$138.45
Richardson Square / Meyer Drury	500			500	\$.15	\$75.00
Richardson Rd (McDonalds Restaurant to Old Lemay Ferry Road)	15,002			15,002	\$.15	\$2,250.30
Richardson Road (Oakbridge Church to Jeffco)	8,786	2,040		10,826	\$.15	\$1,623.90
Ridgecrest	1,216			1,216	\$.15	\$182.40
Rosewood	250			250	\$.15	\$37.50
Stardust @ Uhlinger	312			312	\$.15	\$46.80
Starling Airport Road	19,351			19,351	\$.15	\$2,902.65
St. Johns Church Road	5,865	240		6,105	\$.15	\$915.75
Sunset Dr	257			257	\$.15	\$41.25
Tenbrook	65,016			65,016	\$.15	\$9,752.40
Tony Drive & Rose Drive	750			750	\$.15	\$112.50
Villa Dr	430			430	\$.15	\$64.50

STREET NAME	LF Solid Lines	LF DASH Lines	Eye Brow / Teardrop	Total LF	Unit Cost	Total Cost
Vogel Road	9,990	2,784		12,774	\$.15	\$1,916.10
Wicks Road	17,072			17,072	\$.15	\$2,560.80
Willow	192			192	\$.15	\$28.80
*City Hall / Police Station 2101 Jeffco	2,970			2,970	\$.15	\$445.50
Public Works / Animal Facility 2900 / 2912 Arnold Tenbrook Rd.	1,530			1,530	\$.15	\$229.50
*Recreation Center / Pool 1695 Missouri State Road	9,570			9,570	\$.15	\$1,435.50
			Total LF	399,781		

Total Cost Section 1 \$ 61,739.35

*** Work has to be done on a Saturday or Sunday this work has to be coordinated with City Staff**

SECTION 2: ARROWS, STOP BARS, Wheel chair Parking Spaces & other

STREET NAME	Stop Bars	Arrows	RR X-ing	Only	Cross Walk	School	Speed humps	Ped X-ing	20 mph Speed Limit	Stop Word	Cost
Arnold Tenbrook	10	6 + 1 double	2	2							\$2,100.00
Astra Way	1	1									\$75.00
Bayshore Subdivision	19	2									\$1,000.00
Boca Raton									1		\$100.00
Bradley Beach	1										\$50.00
Church Rd	10	21 + 2 double			1			1			\$1,375.00
Dohack	2										\$100.00
Elm	2	2	1								\$650.00
Emil							4		2 20mph		\$400.00
Fannie	1										\$50.00
Fox Ridge Ct	1										\$50.00
Glatt Dr	2	2									\$150.00
Hickory Square	2										\$100.00
Kochner (Lonestar Area)	2	2									\$150.00
Keywest	2										\$100.00
Lonedell (by Astra Way)	2										\$100.00
Meyer Drury					1						\$150.00

STREET NAME	Stop Bars	Arrows	RR X-ing	Only	Cross Walk	School	Speed humps	Ped X-ing	20 mph Speed Limit	Stop Word	Cost
Michigan Ave	6	38 + 3 double-Thermoplastic			1						\$1,550.00
Missouri State	5	5			1	2					\$875.00
Municipal					1						\$150.00
New Richardson	9	10 + 3 double			4						\$1,450.00
Old Lemay Ferry	7	7									\$525.00
Old Richardson	3										\$150.00
Richardson Sq	2	2 + 1 double									\$200.00
Ridgecrest Dr	3	2 + 1 double									\$250.00
Rockwood Forest	2								1		\$200.00
Rosewood	1										\$50.00
Santiago	1									1	\$170.00
St Johns Church Rd	4	2			1	2					\$750.00
St. Johns Crossing	11										\$550.00
Stardust	1				1						\$200.00
Starling Airport Rd	4							1			\$300.00
Tamarack	1						1		1	1	\$445.00
Tenbrook Rd	8	3 + 3 double									\$625.00
Theodore							2		2 20mph		\$375.00
Tony	1										\$50.00
Vogel Rd	6	7									\$475.00
Wicks Rd			1								\$500.00
Willow	2										\$100.00
City Hall / Police Station					2						\$300.00

Total Cost Section 2 \$ \$16,940.00

GRAND TOTAL COST Sections 1 & 2 =

\$78,679.35

* ADA Wheelchair striping is to be done in blue paint.

Special Notes:

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

NOTE: Each Street Striping work total price will be determined by actual in place field measured quantities. The Contractor and the City shall measure and record quantities jointly to determine the final total cost.

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

<u>Mace Colgrove / Chester Bross</u>	<u>573-248-4813</u>
Name	Phone Number
<u>Henry Burkemper / Magruder</u>	<u>573-873-4129</u>
Name	Phone Number
<u>Scott Washausen / MODOT</u>	<u>314-877-0330</u>
Name	Phone Number

The Undersigned understands and agrees the quantities shown herein are estimated, that payment shall be made on a unit cost basis.

The Undersigned understands and agrees that the City of Arnold may, at its discretion, elect to add and/or delete quantities, at any time during the contract period.

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

Suitable bid security in the amount of ~~seven thousand eight hundred sixty-seven and ninety-four cent~~ Dollars (\$ 7,867.94) as called for in the Advertisement of Bids accompanies this Bid. This sum is to be forfeited to the City of Arnold if the party, or parties, making this Bid fail to enter into contract with approved securities within ten (10) days after the award of the Contract has been made.

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

NAME OF BUSINESS _____

(If an individual)

SIGNATURE OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If Co-partnership)

FIRM NAME STF LLC dba Traffic Control Company

SIGNATURE Bobby R. Smith

BUSINESS ADDRESS 601 8th Street Valley Park Mo 63088

TELEPHONE NO. 314-296-9037

(If a Corporation)

CORPORATE NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

RESOLUTION NO: 18-41

A RESOLUTION APPOINTING DIANE WALLER TO THE PERSONNEL
BOARD OF REVIEW TO COMPLETE A THREE-YEAR TERM.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Diane Waller is hereby appointed to the Personnel Board of Review to complete a three-year term that will expire on November 1, 2020 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Z:\CITYDOCS\RESOLUTN\18-41 Resolution Appointing D. Waller Personnel Board of Review.doc
Wednesday, June 13, 2018

Z:\CITYDOCS\RESOLUTN\18-37 Re-Appointing James Henson and Richard Kraus to Aging and Dis. Board 2018.doc
Wednesday, June 13, 2018

RESOLUTION NO. 18-42

**A RESOLUTION RATIFYING THE EXPENDITURE OF FUNDS TO REPAIR
THE HVAC SYSTEM AT THE RECREATION CENTER.**

WHEREAS, two compressors at the Recreation Center failed which limited the effectiveness of the HVAC system; and

WHEREAS, due to this limited effectiveness the HVAC system struggled to keep parts of the Recreation Center cool given the high summer temperatures; and

WHEREAS, this situation negatively impacted the staff and patrons at the Recreation Center;

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

Section 1. The City Council hereby ratifies the expenditure of funds as shown on the attached proposal from Peters-Eichler Mechanical for the repair of the City Hall HVAC system as authorized by the City Administrator.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

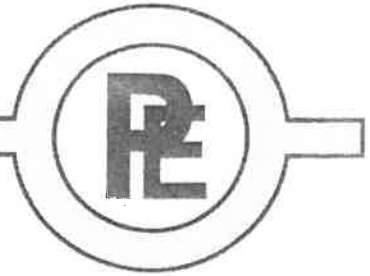
PETERS-EICHLER MECHANICAL

INCORPORATED

3115 SUTTON AVENUE • ST. LOUIS, MO 63143
PHONE (314) 647-4023 • FAX (314) 647-6031

MECHANICAL CONTRACTORS AND ENGINEERS

HVAC • POWER & PROCESS PIPING-SHEET METAL



PROPOSAL

City of Arnold
Attn: Karen Fay
Email: kfay@arnoldmo.org

June 11, 2018
Arnold Rec Center
Pool Pak Compressor

We are pleased to submit the following proposal subject to the conditions on reverse side hereof for acceptance within 30 days from above date. Terms of sale are: Net 30 days.

SCOPE:

Peters-Eichler proposes the following:

Here is our cost for materials and labor to replace compressors 1&2 on PAU 2 including the following;

- 15 ton OEM compressor 2.
- 10 ton OEM compressor 1.
- 3 yr manufacturer compressor warranty.
- Crank Case heaters for compressor 3.
- Replace liquid line filter driers.
- Provide Hoisting.
- Start up and check operation.
- Diagnostic time spent.


Total cost \$15,500.00

QUALIFICATIONS:

- 1.) All work performed on normal working hours.
- 2.) No painting.

DATE ACCEPTED: 6/12/2018
Company Name

Peters-Eichler Mechanical
By: Gene Ruzicka

By: 
City Administrator

Gene Ruzicka

PROPOSAL AND CONTRACT CONDITIONS

Wherever the words "Mechanical Contractor" and "Customer" may appear hereafter they shall refer to the respective parties named on the reverse side hereof and signatory hereto.

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agents, and if written plans and specifications are furnished by Customer, the Mechanical Contractor's interpretation of them. The Mechanical Contractor assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Unless otherwise provided in the plans and specifications, the Mechanical Contractor shall have the right to select all materials. When specified materials are unavailable, the Mechanical Contractor shall have the right to substitute for such specified materials other materials of equal or better quality. On remodeling or relocation jobs, the Mechanical Contractor shall have the right to use any existing materials if suitable and to keep any materials that have been replaced by new materials.
2. Terms and amount of payment shall be those specified on the reverse side hereof. Payment shall be made on completion of this contract where the work is completed within a period of 30 days. Where a work continues beyond a period of 30 days, or is delayed for reasons beyond the control of the Mechanical Contractor, monthly progress payments shall be paid in an amount equal to 90% of the first 50% of the job covered by this contract and 100% of the last 50% of the job covered by this contract. Payment shall be made to the Mechanical Contractor by the 10th of the month following the date of any billing. The Mechanical Contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by the Mechanical Contractor to collect any monies due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all costs, and the attorney's fees incurred, together with interest on all unpaid balance at the rate of 10% per annum.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and the Mechanical Contractor at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefore. If the change requested by the Customer shall reduce the amount of labor or material, or both, that the Mechanical Contractor shall furnish to the project, then the Customer and the Mechanical Contractor shall agree at the time that the change is requested on the amount of credit that shall be given by the Mechanical Contractor to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. The Mechanical Contractor shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of the Mechanical Contractor to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time specified on face of this proposal.
5. Any bonds required by Customer shall be furnished by the Mechanical Contractor, and the cost thereof added to and become part of this proposal, unless otherwise provided in this proposal. It is hereby stipulated that the Mechanical Contractor shall not be held responsible or liable for any loss, damage, or delay caused by fire, strikes, accident or any other cause beyond his control. Mechanical Contractor's liability is expressly limited to the cost of replacing any defective workmanship or materials furnished by him and shall not extend to any consequential damages of Customer. Any claim hereunder must be made within six months of the date of installation. Public Liability, Workmen's Compensation, Property Damage and Automobile Liability Insurance are carried by the Mechanical Contractor and certificates will be delivered upon request. Fire, Extended Coverage Insurance will be provided by the Customer covering all improvements at the job site. Such insurance will cover the interest of the Mechanical Contractor, if any. If Customer is tenant of the premises he shall indemnify and hold Mechanical Contractor free and harmless from any claims of the owner, or other third parties, arising by reason of any Mechanical work done as directed by Customer and from any claims arising from trade in of Mechanical materials.
6. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus Mechanical Contractor's regular mark-up for overhead and profit will be paid as an extra.
7. Upon acceptance, it is understood and agreed that this contract cannot be cancelled except by mutual consent, and then only after payment to the Mechanical Contractor for all labor, material and job costs plus his regular mark-up for overhead and profit.
8. Authorization to proceed with the work or issuance of purchase orders by Customer to Mechanical Contractor accepting any or all parts of this proposal shall be subject to the foregoing conditions.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.