

## City of Arnold, Missouri

City Council  
Telephone Meeting

May 7, 2020  
7:00 P.M.

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Dial-in Number to Listen: 636-282-6682      Access Code: 0279244

NOTE: There will not be any public comment during the meeting.

### Agenda

1. Roll Call:
2. Consent Agenda:
  - A. Regular Council Meeting Minutes **April 16, 2020**
  - B. General Warrant **#5761 in the Amount of \$428,192.27**
  - C. Payroll Warrant **#1340 in the Amount of \$300,416.60**
  - D. Payroll Warrant **#1341 in the Amount of \$313,902.79**
3. Ordinances:
  - A. **Bill No. 2767:** An Ordinance Providing for the Amendment of the Fiscal Year 2020 Budget.
4. Resolutions:
  - A. **Resolution 20-15:** A Resolution Authorizing the Mayor to Enter into a Contract with Franklin County Construction to Undertake the Construction of New Streets and Parks Buildings for the City of Arnold.
  - B. **Resolution 20-16:** A Resolution Authorizing the Mayor to Enter into a Contract with Spencer Contracting Company to Undertake the Asphalt Street Overlay and Repair Project for the City of Arnold.
  - C. **Resolution 20-17:** A Resolution Authorizing Execution of Assignment of the Use of a Utility Easement to Charter Communications.
  - D. **Resolution 20-18:** A Resolution Authorizing the Execution of Assignment of the Use of a Utility Easement to Missouri American Water.
  - E. **Resolution 20-19:** A Resolution Ratifying the City Administrator's Approval of a Quote from AA Quick Plumbing and Sewer Service Inc.

5. Motions:

6. Reports from Mayor and Council:

7. Administrative Reports:

8. Adjournment:

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

This meeting was held virtually, by telephone conference due to the COVID-19 Pandemic and the Executive Stay At Home Order issued by both Jefferson County and the State of Missouri. In order to provide public access to this meeting, the City provided a telephone number and access code to the public.

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

### **BUSINESS FROM THE FLOOR**

None available

### **CONSENT AGENDA**

- A. REGULAR COUNCIL MEETING MINUTES MARCH 5, 2020**
- B. SPECIAL EMERGENCY MEETING MINUTES MARCH 12, 2020**
- C. PAYROLL WARRANT #1339 IN THE NET PAY AMOUNT OF \$215,393.62**
- D. GENERAL WARRANT #5759 IN THE AMOUNT OF \$440,872.39**
- E. GENERAL WARRANT #5760 IN THE AMOUNT OF \$390,332.08**

**Jason Fulbright made a motion and so moved to approve the consent agenda. Seconded by Tim Seidenstricker. Roll call vote: Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: Consent agenda approved.**

### **ORDINANCES**

**BILL NO. 2766 – AN ORDINANCE APPROVING A MINOR RECORD PLAT TITLED “JEFFCO COMMERCIAL PARK”** was read twice by City Clerk Tammi Casey. Roll call vote: Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: **Ordinance passed.**

## **RESOLUTIONS**

### **RESOLUTION NO. 20-09 - A RESOLUTION APPROVING THE EXTENSION OF CURRENT LIQUOR LICENSES TO AN EXPIRATION DATE OF AUGUST 31, 2020**

**Jason Fulbright made a motion and so moved to approve Resolution No. 20-09. Seconded by Tim Seidenstricker. Roll call vote: Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: Motion carried.**

### **RESOLUTION NO. 20-10 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SPENCER CONTRACTING COMPANY TO PROVIDE CONSTRUCTION SERVICES FOR THE RESIDENTIAL CITY-WIDE CONCRETE STREET REPLACEMENT PROJECT FOR THE CITY OF ARNOLD**

**Jason Fulbright made a motion and so moved to approve Resolution No. 20-10. Seconded by Tim Seidenstricker. Roll call vote: Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; 8 Yeas: Motion carried.**

### **RESOLUTION NO. 20-11 – A RESOLUTION DE-APPROPRIATING THE REMAINING BALANCE OF A LEASE/PURCHASE AGREEMENT WITH JOHN DEERE FINANCIAL INCORPORATED FOR A JOHN DEERE 8800A TERRAINCUT MOWER DUE TO CLOSURE OF THE ARNOLD CITY GOLF COURSE**

**Jason Fulbright made a motion and so moved to approve Resolution No. 20-11. Seconded by Tim Seidenstricker. Roll call vote: Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; Motion carried.**

### **RESOLUTION NO. 20-12 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH AMERICAN ELECTRIC AND DATA INC. TO UNDERTAKE THE UTILITY UPGRADES TO THE PUBLIC WORKS SITE FOR THE CITY OF ARNOLD**

**Jason Fulbright made a motion and so moved to approve Resolution No. 20-12. Seconded by Tim Seidenstricker. Roll call vote: Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; Motion carried.**

### **RESOLUTION NO. 20-13 – A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE 2020 ASPHALT STREET OVERLAY AND REPAIR PROJECT FOR THE CITY OF ARNOLD**

**Jason Fulbright made a motion and so moved to approve Resolution No. 20-13. Seconded by Tim Seidenstricker. Roll call vote: Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; Motion carried.**

**RESOLUTION NO. 20-14 – A RESOLUTION AUTHORIZING AN EMERGENCY WAIVER FOR CURRENT CITY OF ARNOLD LIQUOR LICENSE HOLDERS TO TEMPORARILY SUSPEND THE DEFINITIONS OF “ORIGINAL PACKAGE” LIQUOR SALES**

**Jason Fulbright made a motion and so moved to approve Resolution No. 20-14. Seconded to Tim Seidenstricker. Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; Motion carried.**

**MOTIONS**

None

**REPORTS FROM MAYOR, COUNCIL AND COMMITTEES**

Mayor Counts thanked Bryan Richison and city staff for their hard work and dedication during this pandemic. Mayor Counts stated that these are unprecedented times and staff is doing a great job.

**ADMINISTRATIVE REPORTS**

None

**A motion to adjourn the meeting was made by Jason Fulbright. Seconded by Tim Seidenstricker. Roll call vote: Seidenstricker, yes; Fulbright, yes; Cooley, yes; Sullivan, yes; Hood, yes; Plunk, yes; Fleischmann, yes; McArthur, yes; Motion carried.**

Meeting adjourned at 7:32 p.m.

  
City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 4/16/2020

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO 2766	RESOLUTION NO 20-09	RESOLUTION NO 20-10	RESOLUTION NO 20-11	
<b>COUNCIL MEMBERS:</b>								
<b>MAYOR</b>	<u>RON COUNTS</u>	PRESENT						
<b>COUNCIL:</b>	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>JASON FULBRIGHT</u>	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>VERN SULLIVAN</u>	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>MARK HOOD</u>	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>GARY PLUNK</u>	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>EJ FLEISCHMANN</u>	PRESENT	YES	YES	YES	YES	YES	
<b>COUNCIL:</b>	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	YES	
<b>CITY ADMINISTRATOR</b>	BRYAN RICHISON	PRESENT	<b>PARKS DIR:</b>		DICKIE BROWN	EXCUSED		
<b>CITY CLERK</b>	TAMMI CASEY	PRESENT	<b>PUBLIC WORKS:</b>		JUDY WAGNER	PRESENT		
<b>COM DEV</b>	DAVID BOOKLESS	PRESENT	<b>TREASURER:</b>		DAN KROUPA	PRESENT		
<b>FINANCE DIRECTOR</b>	BILL LEHMANN	PRESENT	<b>POLICE DEPT.</b>		CHIEF SHOCKEY	PRESENT		
<b>CITY ATTORNEY</b>	BOB SWEENEY	PRESENT						



# CITY OF ARNOLD GENERAL WARRANT

**WARRANT NO: 5761**

**WARRANT DATE: May 7, 2020**

	General Fund	Rec Center Fund	Golf Fund	Stormwater Fund		Totals
Manual checks	258,989.71	8,584.34	53.48	(328.45)	149,014.28	416,313.36
System checks	140,017.50	12,974.17	6,195.54	1,705.98	91,028.83	251,922.02
	<u>399,007.21</u>	<u>21,558.51</u>	<u>6,249.02</u>	<u>1,377.53</u>	<u>240,043.11</u>	<u>428,192.27</u>

I certify this warrant has been approved by the Council of the City of Arnold.

Date \_\_\_\_\_ City Clerk \_\_\_\_\_

I certify this warrant has been approved by the Council of the City of Arnold.

Date \_\_\_\_\_ Mayor \_\_\_\_\_

I certify that cash is available from the appropriate fund for payment of this warrant.

Date \_\_\_\_\_ Treasurer \_\_\_\_\_

## Account Coding

### Services:

43110 legal  
43120 engineering  
43130 financial  
43140 medical  
43150 election fees  
43160 park programs  
43170 web site  
43180 municipal judge  
43190 prosecutor  
43220 trash hauling  
43240 data processing  
43250 MSD treatment  
43260 grass mowing services  
43270 temporary personnel  
43280 pool management  
43290 miscellaneous  
43295 street repairs

### Specialties:

43310 utility tax rebates  
43330 trash rebate

### Staff Development:

44110 travel & lodging  
44130 mileage  
44140 seminars  
44150 memberships  
44160 education  
44170 special events

### Supplies:

45010 advertising  
45090 equipment rental  
45105 rec supplies  
45106 bday party supplies  
45110 general operating  
45112 maintenance supplies  
45115 road projects  
45118 stormwater projects  
45120 pool  
45130 concessions  
45131 beer  
45135 merchandise for resale  
45140 detective bureau  
45141 investigative fund  
45145 crime prevention  
45147 DARE expenditures  
45150 uniforms  
45160 janitorial  
45170 K-9 police dog  
45180 jail  
45190 other

### Refund Accounts:

Stormwater	37020
Trash	37010
Street Use	32280
Lock In Deposit	37082
Rabies	32270
Restitution	20140
Special Event	44170

### Office Expenses:

45210 printing  
45220 postage  
45230 copier supplies  
45240 subscriptions  
45250 expendable equip  
45270 microfilm supplies  
45290 office supplies

### Vehicles:

45310 gas & oil  
45320 maintenance

### Telephone:

46110 regular service  
46130 long distance  
46140 cellular  
46145 car cell phones  
46150 pagers

### Utilities:

46210 electric  
46220 gas  
46230 water  
46240 sewer/stormwater

### Maintenance:

46410 buildings  
46420 technical equipment  
46430 office equipment  
46440 fitness equipment

### Tourism Expenses

47510 Arnold Days  
47515 July 4th  
47525 Signage & Advertising  
47530 Radio/Television  
47535 Park Outdoor Concerts  
47540 Rickman Series  
47545 Green Thumb  
47553 Elvis  
47556 Gobble Run  
47562 Marketing & Promotions  
47575 Miscellaneous

### Asset Purchases:

49130 land & buildings  
49132 Greenway Plan  
49140 office equipment  
49150 vehicles  
49160 technical equipment

## Department Numbers

035 TOURISM COMMISSION  
105 GENERAL/ADMIN  
110 MAYOR  
115 Information Technology  
120 COURT  
130 CITY ADMINISTRATOR  
140 TREASURER  
150 FINANCE  
160 CLERK/COLLECTOR  
180 ATTORNEY  
190 ELECTIONS  
191 PLANNING  
210 POLICE  
220 POLICE BOARD  
230 DISPATCH  
240 BUILDING COMMISSION  
250 DRUG FORFEITURE  
310 PUBLIC WORKS  
315 FLEET  
320 HWY & STREET  
330 PARKS/RECREATION  
340 RECREATION CENTER  
410 HEALTH  
420 RABIES  
440 GOLF COURSE  
450 VECTOR  
460 SOLID WASTE  
480 STORMWATER

## Disbursement Accounts

00 - General Fund  
30- POST Fund  
35 - Tourism Fund  
43 - Rec Center Fund  
44 - Golf Couse Fund  
48 - Stormwater Fund

SUPERIOR  
 DATE: 04/30/2020  
 TIME: 11:04:26

CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20200416 00:00:00.000'  
 ACCOUNTING PERIOD: 8/20

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	94802	04/17/20	C0016	COLLECTOR OF REVENU	00	20240	1ST QTR 2020 TAXES	0.00	225.93
10111	94803	04/17/20	D0299	DEPARTMENT OF REVEN	00	20181	POST CMMSN FND 3/20	0.00	376.00
10111	94804	04/17/20	J0008	JEFFERSON COUNTY TR	00	20180	BTRD PRSNS 3/2020	0.00	376.00
10111	94805	04/17/20	M0031	MISSOURI DEPT OF RE	00	20150	CRIME VICTIM 3/2020	0.00	2,675.68
10111	94806	04/17/20	P0305	PUBLIC WATER SUPPLY	330	46230	1136 TLGRPH 3/3-4/2	0.00	18.69
10111	94808	04/24/20	F0001	FAMILY SUPPORT PAYM	00	20310	CV3034593DR PE 4/17	0.00	225.00
10111	94808	04/24/20	F0001	FAMILY SUPPORT PAYM	00	20310	10SLDR00139 PE 4/17	0.00	250.00
TOTAL CHECK								0.00	475.00
10111	94809	04/24/20	S0490	STATE DISBURSEMENT	00	20310	C02666969 PE 4/17	0.00	207.69
10111	94810	05/01/20	M0017	MCI TELECOMMUNICATI	105	46130	LONG DISTANCE	0.00	45.11
10111	200281	04/07/20	A0019	AMERENUE	310	46210	2912 ARN TNBRK 2/12	0.00	1,652.99
10111	200281	04/07/20	A0019	AMERENUE	310	46210	2912 ARN TNBRK 2/12	0.00	919.64
10111	200281	04/07/20	A0019	AMERENUE	310	46210	2900 ARN TNBRK 2/12	0.00	211.09
10111	200281	04/07/20	A0019	AMERENUE	310	46210	2912 ARN TNBRK 2/12	0.00	86.61
10111	200281	04/07/20	A0019	AMERENUE	310	46210	2691 ARN TNBRK 2/12	0.00	44.25
TOTAL CHECK								0.00	2,914.58
10111	200282	04/13/20	A0019	AMERENUE	330	46210	1820 OL LMY FRY 2/1	0.00	213.34
10111	200282	04/13/20	A0019	AMERENUE	320	46210	CHRH/STDRST 2/18-3	0.00	28.05
10111	200282	04/13/20	A0019	AMERENUE	320	46210	CHRH/OL LMY 2/18-3	0.00	26.61
10111	200282	04/13/20	A0019	AMERENUE	330	46210	1838 OLMYFRY 2/18-	0.00	25.59
10111	200282	04/13/20	A0019	AMERENUE	320	46210	CHRH/STDRST 2/18-3	0.00	23.33
10111	200282	04/13/20	A0019	AMERENUE	320	46210	CHRH/OLMYFRY 2/18-	0.00	22.89
10111	200282	04/13/20	A0019	AMERENUE	330	46210	1820 OLMYFRY 2/18-	0.00	15.40
10111	200282	04/13/20	A0019	AMERENUE	330	46210	1840 OLMYFRY 2/18-	0.00	13.96
10111	200282	04/13/20	A0019	AMERENUE	320	46210	LNDL/141 2/18-3/18	0.00	13.11
TOTAL CHECK								0.00	382.28
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	105	45290	EMAIL NEWSLETTER	0.00	95.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	105	45290	CMNTY ENDTN SURVEY	0.00	29.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	105	46110	CMS WEBSITE MGMT	0.00	129.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	210	45250	BODY CAM HEAD	0.00	145.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	210	44140	MIBRS TRAINING CLAS	0.00	50.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	210	45220	SHIP FLIGHT FOR R	0.00	12.76
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	210	45250	BODY CAM HEAD, FLIS	0.00	168.31
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	310	44140	APWA LUNCH MEETING	0.00	20.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	210	44140	CIT CONFERENCE	0.00	50.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	105	43290	BACKGROUND CHECKS	0.00	73.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	115	46110	WIFI/INTERNET-RC/PW	0.00	745.81
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	115	46110	WIFI/INTERNET-CMS	0.00	238.89
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	110	44110	G PLUNK MML LODGING	0.00	124.49
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	191	46140	PLANNING DATA PLAN	0.00	35.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	110	46140	COUNCIL DATA PLANS	0.00	70.00
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	460	43220	TRASH SERVICE	0.00	5,780.12



SUPERIOR  
 DATE: 04/30/2020  
 TIME: 11:04:26

CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 3  
 ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20200416 00:00:00.000'  
 ACCOUNTING PERIOD: 8/20

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	200292	04/20/20	A0178	A T & T MISSOURI	115	46110	CMS UVERSE 3/28-4/7	0.00	58.85
10111	200293	04/15/20	A0019	AMERENUE	105	46210	2101 JEFFCO 2/20-3/	0.00	1,908.99
10111	200293	04/15/20	A0019	AMERENUE	330	46210	SHED 2/20-3/22	0.00	334.45
10111	200293	04/15/20	A0019	AMERENUE	330	46210	CLUBHOUSE 2/20-3/22	0.00	120.00
10111	200293	04/15/20	A0019	AMERENUE	320	46210	2210 MICHIGAN 2/20-	0.00	110.75
TOTAL CHECK								0.00	2,474.19
10111	200294	04/17/20	A0019	AMERENUE	330	46210	1136 TIGRPH 2/24-3/	0.00	13.31
10111	200295	04/10/20	E0007	EFTPS	00	20230	FICA WITHHLDNG PE 4/	0.00	44,088.68
10111	200295	04/10/20	E0007	EFTPS	00	20210	FED WITHHLDNG PE 4/0	0.00	30,400.35
TOTAL CHECK								0.00	74,489.03
10111	200296	04/10/20	L0008	LAGERS	00	20360	EMPLOYEE CNTRB 03/20	0.00	50,883.90
10111	200296	04/10/20	L0008	LAGERS	00	39500	ROUNDING ADJUSTMENT	0.00	-0.08
TOTAL CHECK								0.00	50,883.82
10111	200297	04/03/20	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 3/	0.00	396.00
10111	200297	04/03/20	M0035	MISSOURI DEPARTMENT	150	43290	FILING FEE	0.00	0.50
TOTAL CHECK								0.00	396.50
10111	200298	04/14/20	M0035	MISSOURI DEPARTMENT	00	20220	STATE DEPOSIT PE 4/	0.00	13,302.00
10111	200298	04/14/20	M0035	MISSOURI DEPARTMENT	150	43290	FILING FEE	0.00	0.50
TOTAL CHECK								0.00	13,302.50
10111	200299	04/09/20	S0636	CHARLES SCHWAB	00	22010	POLICE PENSION 03/2	0.00	73,737.45
10111	200302	04/09/20	V0092	VOYA	00	22030	EMPLOYEE CNTRB PE 04	0.00	4,683.00
10111	200303	04/15/20	P0014	PUBLIC WATER DISTRI	105	46230	2101 JEFFCO 2/19-3/	0.00	96.50
10111	200303	04/15/20	P0014	PUBLIC WATER DISTRI	310	46230	2912 ARN TNBRK 2/20	0.00	37.44
10111	200303	04/15/20	P0014	PUBLIC WATER DISTRI	310	46230	2924 ARN TNBRK 2/20	0.00	28.11
10111	200303	04/15/20	P0014	PUBLIC WATER DISTRI	330	46230	STRWBRRY CRK 2/21-3	0.00	19.00
10111	200303	04/15/20	P0014	PUBLIC WATER DISTRI	310	46230	2900 ARN TNBRK 2/20	0.00	19.00
10111	200303	04/15/20	P0014	PUBLIC WATER DISTRI	330	46230	1839 OZARK 2/19-3/1	0.00	19.00
TOTAL CHECK								0.00	219.05
10111	200304	04/22/20	P0014	PUBLIC WATER DISTRI	330	46230	FRMR MKT 3/03-4/02	0.00	19.00
10111	200304	04/22/20	P0014	PUBLIC WATER DISTRI	330	46230	BRDLY BCH 3/03-4/02	0.00	19.42
TOTAL CHECK								0.00	38.42
10111	200305	04/27/20	A0178	A T & T MISSOURI	115	46110	FBL UVERSE 4/4-5/3	0.00	58.85
10111	200306	04/27/20	M0021	MISSOURI NATURAL GA	105	46220	2101 JEFFCO 3/18-4/	0.00	523.20
10111	200306	04/27/20	M0021	MISSOURI NATURAL GA	330	46220	1838 BIG BILL 3/18-	0.00	105.99
TOTAL CHECK								0.00	629.19
TOTAL CASH ACCOUNT								0.00	254,206.89
10131	200285	03/31/20	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBRS	0.00	1,076.97

SUPERIOR  
DATE: 04/30/2020  
TIME: 11:04:26

CITY OF ARMOLD  
CHECK REGISTER - BY FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20200416 00:00:00.000'  
ACCOUNTING PERIOD: 8/20

FUND - 00 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
10131	200286	04/07/20	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBRS	0.00	1,616.81	
10131	200300	04/14/20	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBUR	0.00	308.65	
10131	200301	04/21/20	U0034	UNITED HEALTHCARE	00	20355	EMPLOYEE MED REIMBUR	0.00	1,780.39	
TOTAL CASH ACCOUNT									0.00	4,782.82
TOTAL FUND									0.00	258,989.71

SUPERIOR  
 DATE: 04/30/2020  
 TIME: 10:59:41  
 CASH REQUIREMENTS - CHECK FORWAT - DUE DATE: 05/07/2020  
 CITY OF ARNOLD  
 SELECTION CRITERIA: transact\_disp\_fund='00'  
 ACCOUNTING PERIOD: 8/20  
 PAGE NUMBER: 1  
 ACCTPAST1  
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
A0272	240	46140	05012020CD	441.61	SERVICE 3/24-4/23
A T & T MOBILITY	420	46140	05012020CD	63.78	SERVICE 3/24-4/23
TOTAL CHECK	450	46140	05012020CD	71.46	SERVICE 3/24-4/23
A0272	110	46140	05012020-PD	58.62	SERVICE 03/24-04/23
A T & T MOBILITY	115	46140	05012020-PD	141.58	SERVICE 03/24-04/23
TOTAL CHECK	210	46140	05012020-PD	2,015.27	SERVICE 03/24-04/23
A0272	330	46140	05012020-PR	361.69	SERVICE 3/24-4/23
A T & T MOBILITY					
TOTAL CHECK				361.69	
A0272	310	46140	05012020-PW	326.15	SERVICE 03/24-04/23
A T & T MOBILITY	315	46140	05012020-PW	91.08	SERVICE 03/24-04/23
TOTAL CHECK	320	46140	05012020-PW	579.72	SERVICE 03/24-04/23
A0401	115	46110	201016605	1,034.44	CH INTRNT 3/11-4/10
ACC BUSINESS				1,034.44	
TOTAL CHECK				773.23	
A0401	115	46110	201016716	773.23	PW VPN 03/11-04/10
ACC BUSINESS				773.23	
TOTAL CHECK				773.23	
A0401	115	46110	201064660	773.23	REC CNTR VPN3/11-4/10
ACC BUSINESS				773.23	
TOTAL CHECK				773.23	
A0012	00	20356	642186	461.30	ACCIDENT INS 04/2020
AFLAC	00	20357	642186	77.40	CANCER INS 04/2020
TOTAL CHECK	00	20359	642186	65.04	HOSP IDMTY INS 04/20
A0020	210	45150	04202020	603.74	
AMERICAN CLEANERS				205.50	CLEAN CLOTHES 3/20
TOTAL CHECK				205.50	
A0101	330	45150	316161620	25.83	UNIFORMS
AUS ST LOUIS MC LOCKBOX	420	45150	316161622	6.88	UNIFORMS
	315	45110	316161623	17.52	SHOP TOWELS
	315	45150	316161623	15.46	UNIFORMS
	115	45150	316161624	3.10	UNIFORMS
	310	45150	316161624	6.31	UNIFORMS
TOTAL CHECK	320	45150	31616621	50.81	UNIFORMS
				125.91	

SUPERIOR  
 DATE: 04/30/2020  
 TIME: 10:59:41  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020  
 SELECTION CRITERIA: transact\_disp\_fund='00'

PAGE NUMBER: 2  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0053	310	46240		31328-6/20	255.33	2900 ARN TMBRK 4-6/20
CITY OF ARNOLD	330	46240		34447-6/20	38.25	1838 OLMYFRY4-6/2020
	105	46240		38109-6/20	106.92	2101JEFFCO 04-06/2020
	330	46240		54783-6/20	64.53	1 GOLFRVIEW 4-6/2020
	330	46240		55057-6/20	53.64	1838OLMYFRY4-6/2020
TOTAL CHECK	330	46240		55058-6/20	444.87	FBI 4-6/2020
					963.54	
A0082	105	49130		391757	15,102.76	CONCRETE, BLOCKS
ARNOLD READY MIX						
TOTAL CHECK					15,102.76	
A0050	105	46410		25551	64.69	RPLC ARROW PLATE
AUTHORIZED ELEVATOR INC						
TOTAL CHECK					64.69	
B0544	105	45160		567	262.00	CHAMP WIPES
BAKA LLC						
TOTAL CHECK					262.00	
B0009	320	45110		12302019	-5.10	CREDIT TAXES
BAYER'S GARDEN SHOP INC	320	45110		4800341	83.97	TOPSOIL
	320	45110		4800343	180.95	TOPSOIL
	320	45110		4900212	83.97	TOPSOIL
TOTAL CHECK	320	45110		4900218	83.97	TOPSOIL
					427.76	
B0356	330	43290		137647	27.20	MONTOR 4/9-6/30
BURNES-CITADEL SECURITY CO	330	45110		137647	101.00	LABOR-STARLINK INSTLL
TOTAL CHECK	330	45250		137647	195.00	VERIZON STARLINK
					323.20	
B0021	320	45110		200025	2,393.54	ROCK FY 20
BUSSEN QUARRIES INC						
TOTAL CHECK					2,393.54	
C0038	120	43180		129639	2,100.00	SERVICES 03/2020
CARMODY MACDONALD						
TOTAL CHECK					2,100.00	
C0254	310	43120		200141	4,774.70	ARCHITECTURAL AND ENGINEE
CB ENGINEERING INC	105	46410		200303	2,025.00	LANDSCAPE IRRIGATION PLAN
TOTAL CHECK					6,799.70	
C0132	310	45115		200083	1,029.00	FOX CAMPUS RIGHT TURN IAN
CRAWFORD, BUNTE, BRAMMEIER						
TOTAL CHECK					1,029.00	

SUPERIOR  
 DATE: 04/30/2020  
 TIME: 10:59:41  
 SELECTION CRITERIA: transact\_disb\_fund='00'

CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020  
 CITY OF ARNOLD

PAGE NUMBER: 3  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
D0261	310	45110		1255	92.00	STOCK 1ST AID KIT
DISCOVERY FIRST AID &	315	45110		1255	55.55	STOCK 1ST AID KIT
	310	45110		1362	365.85	STOCK 1ST AID KIT
	315	45110		1362	25.95	STOCK 1ST AID KIT
	310	45110		1441	209.29	STOCK 1ST AID KIT
	315	45110		1441	63.00	STOCK 1ST AID KIT
TOTAL CHECK					811.64	
E0024	330	45110		1883	54.15	ARM LATCH, TUBING, CAP
EASTER FENCE INC						
TOTAL CHECK					54.15	
E0006	105	44150	200228	2020002-5/20	1,734.00	CITY MEMBERSHIP FY20
ECONOMIC DEVELOPMENT CORP						
TOTAL CHECK					1,734.00	
E0159	180	43190		04272020	2,000.00	SERVICES 04/2020
WILLIAM J EKISS						
TOTAL CHECK					2,000.00	
E0009	330	45250		310704202010	26.95	POMME ALARM BATTERY
ELLIS BATTERY SPECIALISTS						
TOTAL CHECK					26.95	
E0092	210	45150	200345	150874	353.50	ESTIMATED SHIPPING/HANDLI
ENTENMANN-ROVIN CO						
TOTAL CHECK					353.50	
F0068	210	45320		4885	64.99	REPAIR CHIP 21
FIRST CHOICE GLASS						
TOTAL CHECK					64.99	
F0103	310	45150	200334	20042	169.40	PUBLIC WORKS CITY SHIRTS
THE FRST IMPRESSION	315	45150	200334	20042	141.50	PUBLIC WORKS CITY SHIRTS
	320	45150	200334	20042	763.68	PUBLIC WORKS CITY SHIRTS
TOTAL CHECK					1,074.58	
H0004	105	46410		C006978	1,494.00	QRTLY MNTNC
HABERBERGER INC						
TOTAL CHECK					1,494.00	
H0350	105	49130		S1349760.001	24.10	40' CONDUIT
HOLT ELECTRICAL SUPPLIES						
TOTAL CHECK					24.10	
H0008	240	45250		1401393	52.77	DUAL LASER INFRARED
HOME DEPOT CREDIT SERVICES						
TOTAL CHECK					52.77	
H0009	320	45310	200051	832982	433.34	FY20 FUEL
HOME SERVICE OIL CO						
TOTAL CHECK					392.74	FY20 FUEL
					826.08	

SUPERIOR  
 DATE: 04/30/2020  
 TIME: 10:59:41  
 SELECTION CRITERIA: transact\_disb\_fund='00'  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020  
 CITY OF ARNOLD  
 PAGE NUMBER: 4  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
HO274	420	45110		89560	13.99	BATTERIES
HOUSKA'S ACE HARDWARE	320	45110		89599	15.96	ELECTRIC TAPE
	310	45110		89783	8.00	FASTENERS
	330	45110		89809	14.34	KEYBLANK
	310	46410		89865	29.57	WINDOW REPAIR,SCREEN
	310	45110		89952	8.98	FUSES, TERM RING
TOTAL CHECK					90.84	
J0003	210	45320		864421	44.56	SPARK PLUG
JEFFERSON COUNTY AUTO PARTS	330	46420		865884	3.78	VALVE
TOTAL CHECK					48.34	
K0047	320	45110		212423	294.99	SFTY GLASSES, GLOVES
K & K SUPPLY					294.99	
TOTAL CHECK						
K0257	105	45230		67613401	450.28	COPIER 04/2020
KONICA MINOLTA PREMIER FINAN	160	45230		67613401	203.92	COPIER 04/2020
	210	45230		67613401	418.02	COPIER 04/2020
	240	45230		67613401	306.82	COPIER 04/2020
	310	45230		67613401	235.38	COPIER 04/2020
	410	45230		67613401	111.96	COPIER 04/2020
TOTAL CHECK					1,726.38	
L0218	105	43170	200106	805901AR	1,210.00	SOCIAL MEDIA, WEBSITE UPD
LEINICKE GROUP	105	43170	200106	806001AR	795.00	SOCIAL MEDIA, WEBSITE UPD
	105	43170	200106	806901AR	1,155.55	SOCIAL MEDIA, WEBSITE UPD
TOTAL CHECK					3,160.55	
L0011	210	45150		498265-01	79.92	RMV/INSTL EMBLEMS
LEON UNIFORMS	210	45150		498332	8.99	CHEVRONS-ACKERMANN
TOTAL CHECK					88.91	
L0068	105	46410		SMW012278-1	683.79	RPLC BLOCK HEATER
LUBY EQUIPMENT SERVICES					683.79	
TOTAL CHECK						
M0606	320	43260		2081	990.00	GRASS CUTS 3/30-4/24
M & R LANDSCAPING LLC	330	43260		2082	11,857.00	GRASS CUTS 3/30-4/24
TOTAL CHECK					12,847.00	
M0305	105	49130		744688148	59.50	DEMO BLDG AD
MISSOURI LAWYERS MEDIA					59.50	
TOTAL CHECK						
N0078	315	45110		4388-501907	19.98	HOSE CLAMP
NAPA AUTO PARTS					19.98	
TOTAL CHECK						

SUPERION  
 DATE: 04/30/2020  
 TIME: 10:59:41  
 SELECTION CRITERIA: transact\_disp\_fund='00'  
 PAYMENT TYPE: ALL

CASH REQUIREMENTS - CHECK FORWARD - DUE DATE: 05/07/2020  
 CITY OF ARNOLD

PAGE NUMBER: 5  
 ACCTPAST1  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
00053	105	45290		514554-1	22.23	6X9 ENVELOPES
OFFICE SOURCE	105	45290		515770-0	147.59	TONER, HIGHLIGHTERS
	210	45290		515770-0	7.29	TAPE
	105	45290		515844-0	140.22	PRINTER DRUM KIT
	210	45290	200438	516861-0	635.65	TONER CARTRIDGES
	210	45290		516861-1	177.98	TONER CARTRIDGES
TOTAL CHECK	240	45250	200438	516971	143.60	VRT CART
					1,274.56	
00099	115	43170		4227	26,692.00	ANNUAL MNTNC4/20-3/21
OPENGOV INC						
TOTAL CHECK					26,692.00	
P0011	330	46420		4907242	39.00	TUBE-MOWER
PLAZA TIRE SERVICE	315	45110		4907368	32.99	LAWN/GARDEN TURF TIRE
TOTAL CHECK					71.99	
P0316	330	45090		29786	175.00	ACP 05/2020
PORTABLE WATER CLOSET LLC	330	45090		29787	100.00	STRWBERRY CRK 05/2020
	330	45090		29788	1,134.19	POMME 04 & 05/2020
	330	45090		29789	545.16	FBI 05/2020
	330	45090		29790	100.00	ARCHRY PRK 05/2020
TOTAL CHECK	330	45090		29791	100.00	1839 OZARK 05/2020
					2,154.35	
Q0022	105	45220		N8265426	1,393.68	PSTG MTR 2/17-5/16
QUADIENT LEASING USA INC						
TOTAL CHECK					1,393.68	
R0008	210	43240		427110	172.00	TURN ON SSL INSPECTN
REFJIS COMMISSION	210	43240		436469	22.50	ADDED TOKENS
	115	43240	200394	436471	405.00	VPN LICENSES
	210	43240		436629	4,163.06	SUBSCRIPTION 04/2020
	120	43240		436630	977.87	IMDS 04/2020
	115	43240		436890	22.50	SOLAR WINDS 4/2020
TOTAL CHECK	00	14005		436892	42.00	2-MCABEE ANNUAL
					5,804.93	
S0023	210	45140		9880-4/20	7.48	PAPER BAGS
SAM'S CLUB DIRECT						
TOTAL CHECK					7.48	
S0198	320	45250		198978	41.98	16" LOOP 3'8" .050
SCOTT'S POWER EQUIPMENT SOUT	320	45110		198981	16.00	SHARPEN CHAINS
	330	46420		200499	27.80	2-MOWER AC CRTRIDGE
TOTAL CHECK	330	46420		200870	13.90	MOWER A/C CARTRIDGE
					99.68	
S0328	115	46420	200419	200422-04	519.96	TROUBLESHOOT ISSUES WITH
SECOND SIGHT SYSTEMS						
TOTAL CHECK					519.96	
S0025	330	45110		9955-7	161.20	PAINT-FRMS MKT
SHERWIN WILLIAMS						
TOTAL CHECK					161.20	

SUPERION  
 DATE: 04/30/2020  
 TIME: 10:59:41  
 SELECTION CRITERIA: transact\_disp\_fund='00'  
 CASH REQUIREMENTS - CHECK FORWARD - DUE DATE: 05/07/2020  
 CITY OF ANNOLD  
 PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
S0609	210	43290		8129531770	154.16	SHREDDING 03/2020
SHRED IT						
TOTAL CHECK					154.16	
S0027	210	45140		440239	269.30	EVIDENCE BOXES
SIRCHIE FINGER PRINT LABORAT						
TOTAL CHECK					269.30	
S0629	105	43140		139785	292.00	4-DRUG/ALCOHOL SCREENS
ST LUKE'S WORKPLACE HEALTH				139907	146.00	2-DRUG/ALCOHOL SCREENS
TOTAL CHECK					438.00	
S0191	00	13003		04162020	191.08	LONG TERM 05/2020
STANDARD INSURANCE CO				04162020	174.71	LONG TERM 05/2020
	00	13005		04162020	541.67	SHORT TERM 05/2020
	00	20375		04162020	1,638.32	LIFE INS 05/2020
	00	20380		04162020	861.05	SPPLMNTL INS 5/2020
	00	20385		04162020	78.98	LONG TERM 05/2020
	115	42225		04162020	28.49	LONG TERM 05/2020
	120	42225		04162020	103.58	LONG TERM 05/2020
	130	42225		04162020	158.22	LONG TERM 05/2020
	150	42225		04162020	70.45	LONG TERM 05/2020
	160	42225		04162020	137.07	LONG TERM 05/2020
	191	42225		04162020	2,493.16	LONG TERM 05/2020
	210	42225		04162020	122.78	LONG TERM 05/2020
	230	42225		04162020	223.88	LONG TERM 05/2020
	240	42225		04162020	131.29	LONG TERM 05/2020
	310	42225		04162020	68.94	LONG TERM 05/2020
	315	42225		04162020	279.17	LONG TERM 05/2020
	320	42225		04162020	245.74	LONG TERM 05/2020
	330	42225		04162020	24.08	LONG TERM 05/2020
	410	42225		04162020	58.16	LONG TERM 05/2020
TOTAL CHECK					7,530.82	
S0644	110	43290		2604	2,000.00	CONSULTING FOR LEGISLATIV
STRATEGIC CAPITOL CONSULTING						
TOTAL CHECK					2,000.00	
S0248	320	45320		415851	152.44	TUBE ASY, OIL
SUNSET AUTO COMPANY INC				FOCS684370	50.00	RPR A/C
TOTAL CHECK					202.44	
S0194	320	45110		PSI31371	363.02	ASPHALT RELEASE
SUPERCO SPECIALTY PRODUCTS						
TOTAL CHECK					363.02	
S0625	115	43240		276776	7,813.84	APP HOSTING SERVICES
SUPERION LLC						
TOTAL CHECK					7,813.84	
T0207	210	45240		842113087	191.24	CLEAR FOR LAW ENFORCEMENT
THOMSON REUTERS - WEST						
TOTAL CHECK					191.24	

PAGE NUMBER: 6  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20



SUPERION  
 DATE: 04/30/2020  
 TIME: 11:04:26

CITY OF ARNOLD  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 5  
 ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20200416 00:00:00.000'  
 ACCOUNTING PERIOD: 8/20

FUND - 43 - RECREATION CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
10111	9764	04/17/20	X0004	XEROX FINANCIAL SER 340		45230	XEROX B405 LEASE	0.00	167.98
10111	9764	04/17/20	X0004	XEROX FINANCIAL SER 340		45230	XEROX B405 LEASE	0.00	90.73
TOTAL	CHECK							0.00	258.71
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		43290	SATELLITE 2/10-3/09	0.00	240.32
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		45250	EDITING SOFTWARE	0.00	39.95
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		45112	CREDIT-DID NOT RECE	0.00	-33.79
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		45250	BOOKSHELVES	0.00	95.98
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		45250	KNDRMAT, TBLR PRTCTR	0.00	93.22
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		43165	BRCILTS, FB ADS, PHOTO	0.00	348.89
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		44110	CONF LODGING	0.00	404.91
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		45250	HARD DRIVE	0.00	129.99
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 340		45140	BROWN DATA PLAN	0.00	35.00
TOTAL	CHECK							0.00	1,354.47
10111	200289	04/13/20	A0019	AMERENUE		46210	1695 MO ST 02/18-03	0.00	5,685.05
10111	200290	04/08/20	M0222	MISSOURI AMERICAN W 340		46240	1695 MO ST INDR 02/	0.00	684.90
10111	200290	04/08/20	M0222	MISSOURI AMERICAN W 340		46240	1695 MO ST OUTDR 02	0.00	34.27
TOTAL	CHECK							0.00	719.17
10111	200291	04/08/20	P0014	PUBLIC WATER DISTRI 340		46230	1695 MO ST 02/11-3/	0.00	544.71
10111	200291	04/08/20	P0014	PUBLIC WATER DISTRI 340		46230	1695 MO ST 02/11-3/	0.00	22.23
TOTAL	CHECK							0.00	566.94
TOTAL	CASH ACCOUNT							0.00	8,584.34
TOTAL	FUND							0.00	8,584.34

SUPERIOR  
 DATE: 04/30/2020  
 TIME: 11:00:23  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020  
 SELECTION CRITERIA: transact\_disp\_fund='43'

PAGE NUMBER: 1  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0272 A T & T MOBILITY TOTAL CHECK	340	46140		05012020-PR	229.41	SERVICE 3/24-4/23
A0053 CITY OF ARNOLD TOTAL CHECK	340	46240		54584-6/20	417.42	1695 MO ST 04-06/2020
A0423 ELIZABETH AUCK TOTAL CHECK	43	20108		04232020	84.00	RFND AQUA CLASS
B0597 CONNIE BADER TOTAL CHECK	43	20108		04232020	35.00	RFND AQUA CLASS
B0598 SHARON BADER TOTAL CHECK	43	20108		04232020	42.00	RFND AQUA CLASS
B0599 SUZANNE BAST TOTAL CHECK	43	20108		04232020	49.00	RFND FITNESS CLASS
B0128 BATES ELECTRIC INC TOTAL CHECK	340	46410	200431	T098164	180.00	TESTING LITHONIA LIGHTING
B0600 PEGGY BOEHNER TOTAL CHECK	43	20108		04272020	175.00	REFUND PAVILLION RNTL
C0540 JUDY COMPTON TOTAL CHECK	43	20108		04232020	42.00	RFND AQUA CLASS
F0035 FENTON SEM-N-VAC TOTAL CHECK	340	45160		1-202712	29.98	HEPA VACUUM BAGS
G0272 BRIAN GLICK TOTAL CHECK	43	20108		04222020	50.00	RFND 2 ADULT EGG HUNT
G0273 DAWN GOODMAN TOTAL CHECK	43	20108		04222020	25.00	RFND ADULT EGG HUNT
G0274 ANGIE GREVER TOTAL CHECK	43	20108		04222020	42.00	RFND AQUA CLASS
G0271 GABRIELLE GROBE TOTAL CHECK	43	20108		04152020	51.00	RFND BDAY PARTY RENTL

SUPERIOR  
 DATE: 04/30/2020  
 TIME: 11:00:23  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020  
 SELECTION CRITERIA: transact\_disp\_fund='43'  
 CITY OF ARNOLD  
 PAGE NUMBER: 2  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

PAYMENT TYPE: ALL

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
G0270 ART GROSS TOTAL CHECK	43	20108	04092020	18.90	RFND MONTHLY MBRSH
H0417 LISA HAMILTON TOTAL CHECK	43	20108	04162020	112.50	RFND ROOM RENTAL FEE
H0418 CHRISTINA HAUDRICH TOTAL CHECK	43	20108	04172020	160.00	RFND RENTAL FEE
H0419 AMY HINES TOTAL CHECK	43	20108	04222020	30.00	RFND ADULT EGG HUNT
H0350 HOLT ELECTRICAL SUPPLIES TOTAL CHECK	340	46410	200425 S1352477001	1,120.00	LIGHT FIXTURES
H0274 HOUSKA'S ACE HARDWARE	340	46410	89709	128.24	SPLYRCT, COMPRESN ELBW
	340	46410	89727	12.50	FASTENERS, ANCHORS
	340	46410	89886	148.86	COMPRESN ELBW, CABLE TIE
	340	46410	89899	17.18	SPLYRCT
TOTAL CHECK				306.78	
H0420 SHANNON HOUSTON TOTAL CHECK	43	20108	04222020	30.00	RFND ADULT EGG HUNT
H0421 VICKI HOWES TOTAL CHECK	43	20108	04222020	84.00	RFND 2 AQUA CLASSES
J0199 JANE JUDEWANN TOTAL CHECK	43	20108	04222020	42.00	RFND AQUA CLASS
K0152 BARBARA KEEL TOTAL CHECK	43	20108	04222020	42.00	RFND AQUA CLASS
K0273 LOGAN KELLEY-WOLFF TOTAL CHECK	43	20108	04272020	80.00	REFUND CREDIT ON ACCT
K0272 DARLENE KNIGHTS TOTAL CHECK	43	20108	04222020	42.00	RFND AQUA CLASS
K0257 KONICA MINOLTA PREMIER FINAN TOTAL CHECK	340	45230	67613401	359.81	COPIER 04/2020
				359.81	

SUPERION  
 DATE: 04/30/2020  
 TIME: 11:00:23  
 SELECTION CRITERIA: transact\_disp\_fund='43'  
 PAYMENT TYPE: ALL

CITY OF ARNOLD  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020

PAGE NUMBER: 3  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
10260 BARBARA LANE TOTAL CHECK	43	20108		04222020	42.00	RFND AQUA CLASS
M0682 CAROLE MARTIN TOTAL CHECK	43	20108		04232020	49.00	RFND SR STRNQTH/BLNC
M0622 MBR MANAGEMENT CORPORATION TOTAL CHECK	340	45106		69899	35.00	5 PIZZAS
	340	45106		69900	35.00	5 PIZZAS
	340	45106		69903	35.00	5 PIZZAS
	340	45106		69905	35.00	5 PIZZAS
	340	45106		69906	35.00	5 PIZZAS
	340	45106		69908	56.00	8 PIZZAS
	340	45106		69909	56.00	8 PIZZAS
					287.00	
M0022 MIDWEST POOL MANAGEMENT TOTAL CHECK	340	43280	200133	23144	2,500.00	FY20 MANAGEMENT FEE
	340	46410		23216	129.29	STENNER PUMP HEAD KIT
	340	46410		23217	360.00	ACID MAGIC
					2,989.29	
M0680 MICHELLE MOONEY TOTAL CHECK	43	20108		04232020	60.00	RFND 2 ADULT EGG HUNT
M0684 AMBER MUNZLINGER TOTAL CHECK	43	20108		04282020	35.00	REFUND ROOM RENTAL
M0679 COLLEEN MURPHY TOTAL CHECK	43	20108		04232020	42.00	RFND SR STRNQTH/BLNC
M0681 JASON MURRAY TOTAL CHECK	43	20108		04232020	42.00	RFND YOGA CLASS
N0071 NEW SYSTEM CARPET & BUILDING TOTAL CHECK	340	45160		083265-01	112.69	SANITIZER
N0007 NJ WAY CONCRETE FORMS INC TOTAL CHECK	340	45090	200426	1678605	170.00	ARTICULATING BOOM LIFT
00115 JESUS OCHOA TOTAL CHECK	43	20108		04272020	87.00	REFUND CREDIT ON ACCT
00114 CARRIE OSTRICH TOTAL CHECK	43	20108		04232020	6.00	RFND FITNESS CLASS

SUPERION  
 DATE: 04/30/2020  
 TIME: 11:00:23  
 SELECTION CRITERIA: transact\_disp\_fund='43'  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020  
 CITY OF ARNOLD  
 PAGE NUMBER: 4  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
00113 DANIELLE OTTO TOTAL CHECK	43	20108	04222020	24.00	RFPD TAI CHI CLASS
P0334 MAX DAVID PLUMMER TOTAL CHECK	43	20108	04232020	49.00	RFPD STRENGTH/BLINC
R0275 BARBARA L ROST TOTAL CHECK	43	20108	04222020	70.00	RFPD AQUA AEROBICS
R0313 GINNY ROTH TOTAL CHECK	43	20108	04222020	35.00	RFPD AQUA AEROBICS
R0014 ROYAL PAPERS INC	340	45160	200416	53.98	DISINFECTANT
	340	45160		570.02	LARGE GLOVES
	340	45160		106.74	BLEACH, ODOR COUNTERA
	340	45160		31.90	BACKPACK VAC FILTERS
	340	45160		174.60	LINERS, FLOOR PADS
	340	45160		174.25	DISINFECTANT
	340	45160		110.04	DISINFECT SPRAY
	340	45160		107.90	DISINFECT SPRAY
	340	45160		107.55	TILE/GROUT PADS
				1,436.98	
TOTAL CHECK					
S0023 SAM'S CLUB DIRECT TOTAL CHECK	340	45250	0584-4/20	199.98	STORAGE CABINET
S0699 PAMELA J SCHAEFER TOTAL CHECK	43	20108	04232020	199.98	RFPD AQUA CLASS
S0105 SESSION FIXTURE COMPANY TOTAL CHECK	340	45250	71352	42.00	TABLE TOP, BASE, COLUMN
S0025 SHERWIN WILLIAMS TOTAL CHECK	340	45112	3444-2	121.50	PAINT
				145.25	
S0697 DAVID SHIPP TOTAL CHECK	43	20108	04132020	145.25	RFPD ADULT EGG HUNT
S0688 WILFRED SIBBERT TOTAL CHECK	43	20108	04222020	30.00	RFPD SNR STRENGTH/BLINC
				7.00	
S0700 KAREN SIEMER TOTAL CHECK	43	20108	04232020	7.00	RFPD AQUA CLASS
				42.00	
				42.00	

SUPERIOR  
 DATE: 04/30/2020  
 TIME: 11:00:23  
 SELECTION CRITERIA: transact\_disp\_fund='43'

CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020

CITY OF ARNOLD

PAGE NUMBER: 5  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
S0191	340	42220		04162020	13.80	K PAY 05/2020
STANDARD INSURANCE CO						
TOTAL CHECK					13.80	
S0698	43	20108		04222020	49.00	RFND TAI CHI
ARTHUR E STANZE						
TOTAL CHECK					49.00	
T0003	340	46410	200415	N000019115	2,643.84	LABOR AND MATERIAL TO REP
TECH ELECTRONICS						
TOTAL CHECK					2,643.84	
T0255	43	20108		04222020	25.00	RFND ADULT EGG HUNT
ANGELA TURNER						
TOTAL CHECK					25.00	
T0256	43	20108		04222020	25.00	RFND ADULT EGG HUNT
JENNIFER TURNER						
TOTAL CHECK					25.00	
T0257	43	20108		04222020	25.00	RFND ADULT EGG HUNT
ELIZABETH TUTOR						
TOTAL CHECK					25.00	
V0056	43	20108		04222020	98.00	RFND FITNESS CLASS
LAURIE VAGO						
TOTAL CHECK					98.00	
W0010	340	43165		8801-03/2020	65.04	LIL SHTRS COACH AWARD
WALMART COMMUNITY BRC						
TOTAL CHECK					65.04	
Z0031	43	20108		04222020	25.00	RFND ADULT EGG HUNT
GARNET ZIMMERLY						
TOTAL CHECK					25.00	
TOTAL CASHABLE CHECKS					12,974.17	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					12,974.17	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 60						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

SUPERION  
DATE: 04/30/2020  
TIME: 11:04:26

CITY OF ARNOLD  
CHECK REGISTER - BY FUND

PAGE NUMBER: 6  
ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20200416 00:00:00.000'  
ACCOUNTING PERIOD: 8/20

FUND - 44 - GOLF COURSE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S 440		46110	AGC PHONE SUBSCRIPT	0.00	53.48	
TOTAL CASH ACCOUNT									0.00	53.48
TOTAL FUND									0.00	53.48

SUPERION  
 DATE: 04/30/2020  
 TIME: 11:00:35  
 SELECTION CRITERIA: transact.disb\_fund='44'  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020  
 CITY OF ANNOLD  
 PAGE NUMBER: 1  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
J0143	440	45090	200010	2317549	3,338.54	LEASE 12837245 FOR JD 880
JOHN DEERE FINANCIAL						
TOTAL CHECK					3,338.54	
M0683	44	37080		03262020	307.00	REIMBURSE GOLF MBRSHIP
MONTY MARTIN						
TOTAL CHECK					307.00	
P0335	440	45111		662A-C	2,550.00	TRBLESHOOT IRRIGATION
PRO-SCIENCE LANDSCAPING ENVI						
TOTAL CHECK					2,550.00	
TOTAL CASHABLE CHECKS					6,195.54	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					6,195.54	
TOTAL NUMBER OF CHECKS TO BE ISSUED -					3	
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED -					0	

SUPERION  
DATE: 04/30/2020  
TIME: 11:04:26

CITY OF ARNOLD  
CHECK REGISTER - BY FUND

PAGE NUMBER: 7  
ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20200416 00:00:00.000'  
ACCOUNTING PERIOD: 8/20

FUND - 48 - STORMWATER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10111	94795 V	04/16/20	C0493	CORE & MAIN IP	480	45110	SOLID 20', COUPLING	0.00	-184.22
10111	94795 V	04/16/20	C0493	CORE & MAIN LP	480	45110	SOLID 20', COUPLING	0.00	-184.22
TOTAL CHECK								0.00	-368.44
10111	200283	03/20/20	C0049	CORPORATE PAYMENT S	480	46140	PHONE CASE	0.00	39.99
TOTAL CASH ACCOUNT								0.00	-328.45
TOTAL FUND								0.00	-328.45

SUPERION  
 DATE: 04/30/2020  
 TIME: 11:00:48  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020  
 SELECTION CRITERIA: transact\_disp\_fund='48'  
 CITY OF ARNOLD  
 PAYMENT TYPE: ALL

PAGE NUMBER: 1  
 ACCTPA51  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR	INVOICE	AMOUNT	DESCRIPTION
A0272	480	46140		05012020-PW	169.51	SERVICE 03/24-04/23
A T & T MOBILITY					169.51	
TOTAL CHECK						
A0101	480	45150		316161626	20.59	UNIFORMS
AUS ST LOUIS MC LOCKBOX					20.59	
TOTAL CHECK						
A0082	480	45110	200029	392012	223.50	CONCRETE FY 20
ARNOLD READY MIX					223.50	
TOTAL CHECK						
D0261	480	45110		1255	59.80	STOCK 1ST AID KIT
DISCOVERY FIRST AID &				1362	52.10	STOCK 1ST AID KIT
				1441	23.85	STOCK 1ST AID KIT
TOTAL CHECK					135.75	
F0103	480	45150	200334	20042	687.42	PUBLIC WORKS CTTY SHIRTS
THE FIRST IMPRESSION					687.42	
TOTAL CHECK						
H0274	480	45250		89693	11.99	HOSE NOZZLE
HOUSKA'S ACE HARDWARE				89802	2.99	LAG HITCHING RING
TOTAL CHECK					14.98	
S0537	480	45110	200427	109175	454.23	2 13" X 20' CORRUGATED PI
SPACEWALKER INC					454.23	
TOTAL CHECK						
TOTAL CASHABLE CHECKS					1,705.98	
TOTAL EFT VOUCHERS					.00	
TOTAL REPORT					1,705.98	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 7						
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0						

SUPERIOR  
DATE: 04/30/2020  
TIME: 11:04:26

CITY OF ARNOLD  
CHECK REGISTER - BY FUND

PAGE NUMBER: 8  
ACCTPA21

SELECTION CRITERIA: transact.trans\_date>'20200416 00:00:00.000'  
ACCOUNTING PERIOD: 8/20

FUND - 50 - SPECIAL ALLOCATIONS FUND

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	DEPARTMENT	ACCNT	---DESCRIPTION---	SALES TAX	AMOUNT
10111	94807	04/17/20	D0146	DRURY DEVELOPMENT	50	INTEREST-CROSSROADS	0.00	60,764.28
10111	94807	04/17/20	D0146	DRURY DEVELOPMENT	50	PRINCIPAL-CROSSROAD	0.00	88,250.00
TOTAL CHECK							0.00	149,014.28
TOTAL CASH ACCOUNT							0.00	149,014.28
TOTAL FUND							0.00	149,014.28
TOTAL REPORT							0.00	416,313.36

SUPERION  
 DATE: 04/30/2020  
 TIME: 11:18:13  
 SELECTION CRITERIA: transact\_disp\_fund='50'  
 PAYMENT TYPE: ALL

CITY OF ARNOLD  
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 05/07/2020

PAGE NUMBER: 1  
 ACCTPAST1  
 ACCOUNTING PERIOD: 8/20

VENDOR	DEPARTMENT	ACCOUNT	PURCHASE OR INVOICE	AMOUNT	DESCRIPTION
A0053 CITY OF ARNOLD TOTAL CHECK	50	43293	04132020	4,557.18	TIF PILOTS REBATE
F0008 FOX C-6 SCHOOL DISTRICT TOTAL CHECK	50	43293	04132020	4,657.18	TIF PILOTS REBATE
J0032 JEFFERSON COLLEGE TOTAL CHECK	50	43293	04132020	54,644.21	TIF PILOTS REBATE
J0098 JEFFERSON COUNTY DEVELOPMENT TOTAL CHECK	50	43293	04132020	54,644.21	TIF PILOTS REBATE
J0005 JEFFERSON COUNTY HEALTH DEPT TOTAL CHECK	50	43293	04132020	3,995.67	TIF PILOTS REBATE
J0063 JEFFERSON COUNTY LIBRARY TOTAL CHECK	50	43293	04132020	3,995.67	TIF PILOTS REBATE
J0008 JEFFERSON COUNTY TREASURER TOTAL CHECK	50	43293	04132020	1,102.50	TIF PILOTS REBATE
R0042 ROCK COMMUNITY FIRE PROTECTI TOTAL CHECK	50	43293	04132020	1,299.99	TIF PILOTS REBATE
R0013 ROCK TOWNSHIP AMBULANCE TOTAL CHECK	50	43293	04132020	1,299.99	TIF PILOTS REBATE
TOTAL CASHABLE CHECKS				91,028.83	
TOTAL EFT VOUCHERS				0.00	
TOTAL REPORT				91,028.83	
TOTAL NUMBER OF CHECKS TO BE ISSUED - 9					
TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0					

**CITY OF ARNOLD PAYROLL WARRANT**

PAYROLL PERIOD ENDED: **4/3/20**  
 PAYCHECKS DATED: **4/8/20**

PAYROLL WARRANT NUMBER: **1340**  
 PAYROLL NUMBER: **2020-7**

**DETAIL OF GROSS PAYROLL**

REGULAR	280,496.66
REGULAR- P.T.	3,621.05
HOLIDAY	
VACATION	144.00
SICK	2,010.00
OVERTIME	1,625.89
PERSONAL TIME	452.72
HOLIDAY PAY	
LONGEVITY	7,360.71
COMP TIME	279.48
FUNERAL LEAVE	570.96
WORK COMP SUPPLEMENT	-
SAFETY INCENTIVE	-
MILITARY LEAVE	
ON-CALL	350.12
VEHICLE	200.00
SECONDARY REGULAR-Swim	
PHONE ALLOWANCE/IPAD	
CLOTHING ALLOWANCE	500.00
EMERGENCY MANAGER	76.93
HEALTH INSURANCE REIMBURSED	2,728.08
LOCK-IN REC CENTER	
TOTAL GROSS PAY	<u>300,416.60</u>

**DETAIL OF DEDUCTIONS WITHHELD**

FICA/MEDICARE	22,044.34
FEDERAL	30,400.35
STATE	13,302.00
LOCAL	40.50
POLICE PENSION	12,556.59
GARNISHMENT	682.69
VOYA ING	4,683.00
WASHINGTON NAT'L	350.95
ICMA	-
VISION	857.04
SUPPLEMENTAL LIFE	327.03
SHORT TERM DISABILITY	230.61
FLEX SPENDING	2,597.51
DEPENDENT CARE	-
HEALTH INS-EMPLOYEE COST	8,268.02
REC MEMBERSHIP	-
AFLAC	301.87
DENTAL	
LEISURE PASS	
HEALTH INS-SPOUSE	-
BANKRUPTCY PAY	
MISC	
IPAD PAY	
DATA PLAN	

**PAYROLL SUMMARY**

GROSS PAY	300,416.60
DEDUCTIONS	96,642.50
NET PAY	<u>203,774.10</u>

TOTAL DEDUCTIONS 96,642.50

I certify the monies referenced by this warrant are due and owing by the City of Arnold.

DATE \_\_\_\_\_ CITY CLERK \_\_\_\_\_

The warrant has been approved by the Council of the City of Arnold.

DATE \_\_\_\_\_ MAYOR \_\_\_\_\_

I certify that cash is available from the appropriate fund for payment of this warrant.

DATE \_\_\_\_\_ TREASURER \_\_\_\_\_

**CITY OF ARNOLD PAYROLL 2020-7**  
**DETAIL OF OVERTIME BY DEPARTMENT P/R A60 P/E 04/03/2020**

<u>DEPARTMENT</u>	<u>TOTAL OVERTIME</u>	
IT DEPT	779.50	IT Duties
GEN & ADM		
COURT		
MAYOR/PARKS		
ADMINISTRATOR		
TOURISM		
FINANCE		
CLERK/COLL		
PLANNING		
POLICE	104.91	Traffic Grants
DISPATCHERS	253.56	Manpower Shortage
BUILDING		
PUBLIC WORKS		
FLEET		
STREET	218.46	Clean Stream
PARKS		
RECREATION		
HEALTH	-	
RABIES	269.46	Pound Duties
GOLF		
STORMWATER		
PARKS/REC PT EMPLOYE		
	<b>TOTAL</b>	<b>1,625.89</b>



**CITY OF ARNOLD PAYROLL WARRANT**

PAYROLL PERIOD ENDED: **4/18/20**  
 PAYCHECKS DATED: **4/22/20**

PAYROLL WARRANT NUMBER: **1341**  
 PAYROLL NUMBER: **2020-8**

**DETAIL OF GROSS PAYROLL**

REGULAR	276,967.20
REGULAR- P.T.	3,750.15
HOLIDAY	13,393.20
VACATION	279.48
SICK	914.83
OVERTIME	3,213.01
PERSONAL TIME	
HOLIDAY PAY	14,637.84
LONGEVITY	-
COMP TIME	68.67
FUNERAL LEAVE	
WORK COMP SUPPLEMENT	-
SAFETY INCENTIVE	-
MILITARY LEAVE	
ON-CALL	376.48
VEHICLE	200.00
SECONDARY REGULAR-Swim	-
PHONE ALLOWANCE/IPAD	25.00
CLOTHING ALLOWANCE	-
EMERGENCY MANAGER	76.93
HEALTH INSURANCE REIMBURSED	-
LOCK-IN REC CENTER	
TOTAL GROSS PAY	<u>313,902.79</u>

**DETAIL OF DEDUCTIONS WITHHELD**

FICA/MEDICARE	22,772.59
FEDERAL	31,169.54
STATE	13,620.00
LOCAL	42.51
POLICE PENSION	12,565.87
GARNISHMENT	682.69
VOYA ING	4,733.00
WASHINGTON NAT'L	350.95
ICMA	-
VISION	
SUPPLEMENTAL LIFE	379.53
SHORT TERM DISABILITY	230.61
FLEX SPENDING	2,597.51
DEPENDENT CARE	-
HEALTH INS-EMPLOYEE COST	7,802.76
REC MEMBERSHIP	-
AFLAC	301.87
DENTAL	5,288.28
LEISURE PASS	
HEALTH INS-SPOUSE	-
BANKRUPTCY PAY	
MISC	
IPAD PAY	
DATA PLAN	

**PAYROLL SUMMARY**

GROSS PAY	313,902.79		
DEDUCTIONS	102,537.71		
NET PAY	<u>211,365.08</u>	TOTAL DEDUCTIONS	<u>102,537.71</u>

I certify the monies referenced by this warrant are due and owing by the City of Arnold.

DATE \_\_\_\_\_ CITY CLERK \_\_\_\_\_

The warrant has been approved by the Council of the City of Arnold.

DATE \_\_\_\_\_ MAYOR \_\_\_\_\_

I certify that cash is available from the appropriate fund for payment of this warrant.

DATE \_\_\_\_\_ TREASURER \_\_\_\_\_

**CITY OF ARNOLD PAYROLL 2020-8**  
**DETAIL OF OVERTIME BY DEPARTMENT P/R A61 P/E 04/17/2020**

<b><u>DEPARTMENT</u></b>	<b><u>TOTAL OVERTIME</u></b>
IT DEPT	544.18 IT Duties
GEN & ADM	
COURT	
MAYOR/PARKS	
ADMINISTRATOR	
TOURISM	
FINANCE	
CLERK/COLL	
PLANNING	
POLICE	1,389.15 Grants
DISPATCHERS	1,146.48 Manpower Shortage
BUILDING	
PUBLIC WORKS	
FLEET	
STREET	
PARKS	
RECREATION	
HEALTH	-
RABIES	133.20 Pound Duties
GOLF	
STORMWATER	
PARKS/REC PT EMPLOYE	
TOTAL	3,213.01



BILL NO. 2767

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE  
AMENDMENT OF THE FISCAL YEAR 2020 BUDGET.

---

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

- Section 1. The Fiscal Year 2020 Budget adopted on August 15, 2019 has been reviewed and is hereby amended by reference. A copy of said budget adjustment is attached hereto and made a part hereof.
- Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.
- Section 3. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF MAY 2020.

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

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

ATTEST:

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

1st reading: \_\_\_\_\_

2nd reading: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Robert Sweeney

**FY 2020 Mid\_year Budget Adjustments - SUMMARY**

As of May 4, 2020

Fund No.	Dept. No.	Dept. Name	Requested Increase (Decrease)
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00	115	Information Technology	50,327
00	210	Police	0
0	240	Building	70,200
00	320	Street	100,000

**TOTAL GENERAL FUND: 220,527**

43	340	Recreation Center	54,500
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44	440	Golf Course	32,000
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**TOTAL OF ALL REQUESTS: 307,027**

**FY2020 Mid-Year Expense Review for Potential Budget Adjustments**

Submitted: 3/6/2020

Name: Deion Christopher

Fund	Dept #	Dept Name	GL #	GL Name	Budget	Expense + Encumbrance YTD	Balance	Requested Increase (Decrease)	Explanation
00	115	General Fund	43240	Data Processing	127,802	133,358	(5,556)	12,000	Data Processing covers most cloud-based systems. -\$3,300 for ATP added to LiftOff (not previously budgeted)   \$3,020 to cover any unforeseen charges such as network cable installation, ESRI Online GIS changes, etc.
00	115	General Fund	43290	Miscellaneous	40,000	41,551	(1,551)	6,000	Miscellaneous covers warning siren system upgrade project. -\$1,339 was to re-terminate cabling and add a new cable run - all for Community Development (not previously budgeted)   Additional \$2,661 to cover any unforeseen charges such as replacement batteries for the warning siren system.
00	115	General Fund	45250	Expendable Equipment	42,898	43,258	(360)	20,000	\$3000 for Court laptop replacement (not previously budgeted)   \$2,500 matrix switch for IT (not previously budgeted)   \$2,500 VPN & Phone power packs for remote access   \$7,000 McAfee Total Protection Suite for 85 licenses   leaving \$5,000 for replacement components and software purchases.
00	115	General Fund	49140	Office Equipment	0	12,327	(12,327)	12,327	Council requested new iPads (not previously budgeted).
								50,327	



**FY202020 Mid-Year Expense Review for Potential Budget Adjustments**

Submitted **3/16/2020**

Name: **David Bookless**

Fund	Dept #	Dept Name	GL #	GL Name	Budget	Expense + Encumbrance YTD	Balance	Requested Increase (Decrease)	Explanation
00	240	Building Department	43265	Property Intervention	33.00	31,890.00	(31,857.00)	68,000	2 derelict home demolitions, grass cuts. Optimistically, we hope to demo 3 more over the remainder of the FY
00	240	Building Department	45210	Printing	1,100.00	1,600.43	(500.43)	900	Updated and new forms, permit pockets for jobsites, stickers, refills
00	240	Building Department	46140	Cellular	4,615.00	3,770.14	844.86	1,300	New employees, phone upgrades
								<b>70,200</b>	



**FY2020 Mid-Year Expense Review for Potential Budget Adjustments**

Submitted: 3/13/2020

Name: Dickie Brown

Fund	Dept #	Dept Name	GL #	GL Name	Budget	Expense + Encumbrance YTD	Balance	Requested Increase (Decrease)	Explanation
43		Rec Center	46210	Electric	71,173	62,929	8,244	36,500	Period 11 & 12 of the 2019 budget was charged to the 2020 budget Increase is for infectious disease preventative measures consisting of Touchless facets, soap and paper towel dispensers along with Clorox Total 360 disinfection system.
43		Rec Center	45250	Expendable Equipment	32,000	9,162	22,838	18,000	
								<b>54,500</b>	

**FY2020 Mid-Year Expense Review for Potential Budget Adjustments**

Submitted **3/13/2020**  
 Name: **Dickie Brown**

Fund	Dept #	Dept Name	GL #	GL Name	Budget	Expense + Encumbrance YTD	Balance	Requested Increase (Decrease)	Explanation
44		New Park	45250	Expendable Equipment	0	0	0	12,000	Increase is for the continued development the new site
44		New Park	46410	Building	1,500	55	1,445	20,000	Increase is for modifications of existing club house to accommodate multifaceted events
								<b>32,000</b>	

RESOLUTION NO. 20-15

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH FRANKLIN COUNTY CONSTRUCTION TO  
UNDERTAKE THE CONSTRUCTION OF NEW STREETS AND PARKS  
BUILDINGS FOR THE CITY OF ARNOLD.

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WHEREAS, the City of Arnold advertised for bids to construct two new buildings at the Public Works facility; and

WHEREAS, the City received eight bids for the project; and

WHEREAS, the Public Works Director has determined that the bid from Franklin County Construction is the lowest and best responsive bid;

NOW, THEREFORE, 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 Franklin County Construction to construct 2 buildings on the Public Works site in the amount of \$1,202,600.00 for the City of Arnold. These buildings will be constructed for the Street Department and Park and Rec Department.

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

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

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

ATTEST:

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

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

**BID PROJECT NAME: STREETS AND PARKS & REC BUILDINGS**

COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	Bid Amount	Addendum receive	Alternate 1	Alternate 2
Dodge Data & Analytics	Darlene Baker-Mann		413-546-8188	darlene.baker-mann@construction.com				
BOYER BLDG & DESIGN INC	JOSHUA BOYER	1701 TOWNE VIEW DRIVE DESOTO, MO 69020	636-387-9119	BOYERBLDG@ATT.NET	\$1,457,314.00	Site visit and 1, 2 & 3	4862	5467
CORE & SHELL BUILDING CO INC	BRANDON SOWERS	95 SE 501ST ROAD WARRENSBURG, MO 64093	913-426-3027	BSOWERS@CORESHELLBUILDING.COM				
KOZENY-WAGNER	STEPHEN STREMLAU	953 WEST OUTER ROAD ARNOLD, MO 63010	314-625-6963	SSTREMLAU@KOZENYWAGNER.COM	\$1,589,687.00	1, 2 & 3	2600	3300
LAWLOR	SAW AUFMUTH	3440 STRASSNER DRIVE ST LOUIS, MO 63144	C: 314-644-0456 ext 8 O: 314-504-6953	SMA@lawlorncomp.com	\$1,431,150.00	1, 2 & 3	4200	4200
WRIGHT CONSTRUCTION SERVICES INC	REBECCA ROBBEN	11 LAMI INDUSTRIAL DRIVE ST PETERS, MO 63304	636-220-6850	BIDS@WRIGHTCONSTRUCT.COM	\$1,439,000.00	1, 2 & 3	3600	3000
BROCKMILLER CONSTRUCTION	BILL GIESSING	34 N MIDDLE ST PO BOX 387 FARMINGTON, MO 63640	573-756-2516	bid@brockmillercorstruction.com	\$1,492,000.00	Site visit and 1, 2 & 3	4500	4500
CONSTRUCT CONNECT	SAVANTHA MCCOY		513-458-8601	Samantha.McCoy@constructconnect.com		1, 2 & 3		
Yonstar Construction	JAMES ACHURCH	34 N MIDDLE ST PO BOX 387 FARMINGTON, MO 63640	573-756-2516	achurch@yonstarconstruction.com	No Bid		1	
KAISER ELECTRIC	DENNIS HARTER	1552 FENCORP DRIVE FENTON, MO 63026	636-305-1515	DHARTER@KAISERELEC.COM				
LIFE SAFETY HARDWARE CONSULTING	PAM WOLFE	145 TOWER LANE BURR RIDGE, IL 60527	630-561-7175	PAM@LSHC.ORG				
C HALLO CONTRACTING	MARK HAYNES	5000 KEMPER AVE ST LOUIS, MO 63139	314-575-2445	MARRH@CRALLO.COM	No Bid			
HAWKINS CONSTRUCTION	JEFF	9889 PAGE AVE ST LOUIS, MO 63132	314-426-7030	OREICE@WERBLDSTL.COM	\$1,450,000.00	1, 2 & 3	3500	4000
TRI-CO	DIKLA ROUFA	10520 OLD OLIVE STREET ROAD ST LOUIS, MO 63141	314-432-2794	TRICOR@TRICOSTL.COM	No Bid			
FRANKLIN COUNTY CONSTRUCTION	DARRIN PECAUT	1179 HIGHWAY C NEW HAVEN, MO 63068	573-694-1956	DPECAUT@FRANKLINCOUNTYCONSTRUCTION.COM	\$1,493,100.00	Site visit and 1, 2 & 3	4500	5000
JASPER BUILDING	BOB LOUGHMAN	5 TRUMAN COURT UNION, MO 63084	636-583-1043	BOB@JASPERBUILD.COM	No Bid			
BYRNE & JONES CONSTRUCTION	KATIE CLEVER	13940 ST CHARLES ROCK ROAD	314-567-9997 EX 350	KCLEVER@BYRNEANDJONES.COM				
UNITED CONSTRUCTION	DINO PAPPAS	12747 OLIVE BLVD ST LOUIS, MO 63141	314-434-9690	DINOP@UNITEDCONST.COM	\$1,439,000.00	1, 2 & 3	3700	4500
E PLAN BIDDING	AMBER	1400 FORUM BLVD, SUITE 7B COLUMBIA, MO 65209	573-447-7130	AMBER@EPLANBIDDING.COM				
THE BLUE BOOK BUILDING & CONSTRUCTION	TASHA		800-431-2584	BIDINFO@MAIL.THEBLUEBOOK.COM				
THE BLUE BOOK BUILDING & CONSTRUCTION	MARY O'CONNOR		800-431-2584	MCCONNOR@MAIL.THEBLUEBOOK.COM				
UDI	Kim Willey		573-525-819	kim@vordreamconstruction.com		site visit and 1, 2 & 3		

**ARTICLE 10**

**BID FORM PROPOSAL**

PROJECT NAME New Street Department & Parks and Recreation Buildings BID TIME 10:00AM  
 PROJECT LOCATION 2900 Arnold Tenbrook Road, Arnold, MO BID DATE May 5, 2020  
 BIDDER NAME Franklin County Construction  
 TO: City of Arnold ("Owner")

In response to the Invitation for Bids for Project No. 19-7892, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1	2,4000	24,000
2	Building Construction	LS	1		1169100
<b>Total Base Bid</b>					<b>1,193,100</b>

**Bid Alternate No. 1**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Street Department Building Breakroom Casework	LS	1	4500	4500
<b>Total Bid Alternate No. 1</b>					

**Bid Alternate No. 2**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Parks & Recreation Building Breakroom Casework	LS	1	5,000	5,000
<b>Total Bid Alternate No. 2</b>					

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s).

**Addenda**

The undersigned Bidder acknowledges the following Addenda, if any:

Addendum No.: 1 dated 4/29/20 pages 29  
 Addendum No.: 2 dated 4/30/20 pages 9  
 Addendum No.: 3 dated 5/4/20 pages 36  
 Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

**SUBCONTRACTOR APPROVAL FORM**

This report must accompany and be part of the sealed Bid Proposal.

1. Name of Bidder: Franklin County Construction
2. Address Bidder: 1179 Hwy C  
New Haven MO. 63068 573-694-1956  
 City State Zip Phone

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	\$ Value of Subcontractor
<u>American Electric &amp; Data 112 5th Charles St. New Haven</u>	<u>Electric</u>	<u>99,000</u>
<u>Gerling Excavation</u>	<u>Excavation/Retaining</u>	<u>150,000</u>
<u>M&amp;M's concrete contractors 1179 Hwy C New Haven mo</u>	<u>Foundation/Plumbing</u>	<u>232,500</u>
<u>A J C Partners 10926 Galt Ind. Blvd. St. Louis mo</u>	<u>Plumbing</u>	<u>61,000</u>
	A. Total of Above	<u>858,260</u>
	B. Total Bid Amount	<u>1,143,100</u>
Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100)		<u>72%</u>

Darin Peck  
 Name-Authorized Officer of Bidder  
[Signature]  
 Signature-Office Bidder  
5/4/20  
 Date

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$Value of Subcontractor</u>
Hanks Painting 802 Bower Rd New Haven Mo.	Painting	22,300
Henges Insulation 4133 storeme dr. Earth City	Insulation	17,100
Gateway Door & Contracting 4136 cedarcreek St. Louis	Garage Doors	29,000
Nepwer 49 Airport Rd. St. Louis Mo.	Supply Doors	18,860
New Haven Lumber 301 cycle Dr. New Haven	Supply Lumber, Tr. windows flooring, ceilings	200,000
Plumbers Supply 1027 Washington Ave. Washington Mo.	Bath ACCS	5,000
Consolidated Fence Co. #7 Governor Dr. St. Charles Mo.	Fence	9,500
Kuhlman Supply 13836 Ricks steel Dr. Earth City Mo.	HVAC Equipment	12,000
D/H Pest control	TERMITE	3000

Work that Franklin County Construction  
Will self perform

Nature of  
Participation

\$Value

	FRAM/CA/PART/LABOR	65,900
	INSTALL TI	7,340
	SET DOORS/WINDOWS	5,000
	DIVISION	21,370
	TAPE	17,500
	HVAC	60,000
	VCT FLOORING	5,000
	GUTTERS	5,000
	BATH ACC.	4,200
	PROFIT/CONSTRUCTION SUPERVISOR	70,370
	EQUIPMENT	5,000
	AWNINGS	2,500

RESOLUTION NO. 20-16

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

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Spencer Contracting to undertake the Asphalt Street Replacement and Repair Project in the amount of up to \$400,000 for the Project # 320-20-002 for the City of Arnold.

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

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

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

ATTEST:

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

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

**BID PROJECT NAME: ASPHALT OVERLAY RE-BID 5/5/2020**

\*\*INDICATES COMPANIES THAT REQUESTED SPECS FOR THE ORIGINAL BID OPENING AND WERE AUTOMATICALLY SENT BID SPECS FOR THE RE-BID

COMPANY NAME	CONTACT	ADDRESS	Bid Amount	PHONE NUMBER	E-MAIL
**DURA SEAL PAVING	DENISE	7026A HIGHWAY 61-67 BARNHART, MO 63012	\$398,154.31	636-464-1733	DENISE@DURASEALPAVING.COM
**E MEIER CONTRACTING	MIKE TUINE	860 WESTWOOD INDUSTRIAL PARK DR WELDON SPRINGS, MO 63304	\$385,452.60	636-300-0908	MTUINE@EMEIER.COM and MIROGAN@EMEIER.COM
**BYRNE & JONES CONSTRUCTION	KATIE CLEVER	13940 ST CHARLES ROCK ROAD LOUIS, MO 63044	\$518,085.50	314-567-7997	KCLEVER@BYRNEANDJONES.COM
**CONSTRUCT CONNECT	KENDALL	3825 EDWARDS ROAD SUITE 800 CINCINNATI, OH 45209	No bid		KENDALL.DOVAIRE@CONSTRUCTCONNECT.COM
**JOKERST PAVING AND CONTRACTING	MARK HUBER	12132 HIGHWAY CC FESTUS, MO 63028	No bid	636-937-7101	MARK@JOKERSTPAVING.COM
**EPLAN	AMBER COX	1400 FORUM BLVD SUITE 7B COLUMBIA, MO 65203	No Bid	573-355-5405	AMBER@EPLANBIDDING.COM
**SPENCER CONTRACTING	PAT BUTTNER	3073 ARNOLD TENBROOK ARNOLD, MO 63010	\$390,303.80	314-849-5166	PAT.BUTTNER@SPENCERCONTRACTING.COM
FORD ASPHALT	BRAD FRITSCH	13164 TAUSSIG AVE BRIDGETON, MO 63044	No Bid	314-443-8133	BRFRITSCH@FORDASPHALT.COM
CHRIS FINN	LIONMARK CONSTRUCTION	1620 WOODSON ROAD LOUIS, MO 63114	No Bid	314-524-7223	CFINN@LIONMARK.COM

**2020 Asphalt Project 320-20-002**

Item No	Item Name	Quantity	Unit	Dura Seal Paving			E Meier Contracting			Byrne and Jones Construction			Spencer Contracting		
				Unit Price	Contract amount	Contract amount	Unit Price	Contract amount	Unit Price	Contract amount	Unit Price	Contract amount	Unit Price	Contract amount	
1	2" Type C asphalt	37,394	SY	\$7.74	\$289,429.56	\$7.65	\$286,064.10	\$10.49	\$392,263.06	\$7.70	\$287,933.80				
2	2" Type C on Concrete	100	SY	\$11.00	\$1,100.00	\$3.35	\$335.00	\$35.01	\$3,501.00	\$7.70	\$770.00				
3	Milling Asphalt	20,000	SY	\$2.51	\$50,200.00	\$2.25	\$45,000.00	\$1.57	\$31,400.00	\$2.50	\$50,000.00				
4	4" Type C	1,300	SY	\$21.83	\$28,379.00	\$23.00	\$29,900.00	\$22.74	\$29,562.00	\$24.00	\$31,200.00				
5	Method I Pavt Repair	100	SY	\$55.31	\$5,531.00	\$86.00	\$8,600.00	\$120.26	\$12,026.00	\$45.00	\$4,500.00				
6	Method II Pavt Repair	100	SY	\$64.40	\$6,440.00	\$76.40	\$7,640.00	\$133.90	\$13,390.00	\$46.50	\$4,650.00				
7	Striping	1	Lump Sum		\$8,125.00				\$11,650.00		\$4,500.00				
8	Saw Cut	200	LF	\$3.10	\$620.00	\$4.45	\$890.00	\$1.10	\$220.00	\$1.50	\$300.00				
9	Traffic Control	1	Lump Sum		\$5,100.00		\$2,386.00		\$17,416.14		\$3,800.00				
10	Asphalt Curb	265	LF	12.19	\$3,230.35	17.5	\$4,637.50	34.14	\$9,047.10	10	\$2,650.00				
					\$398,154.91		\$385,452.60		\$520,475.30		\$390,303.80				
<b>Bid Alternates</b>															
A	Class A Rock Excavation		CY	\$300.00		\$60.00		\$150.00		\$150.00					
B	Class B Rock Excavation		CY	\$30.00		\$80.00		\$150.00		\$150.00					
C	Excavation for sprinklers		LF	\$5.00		\$25.00		\$3.80		\$5.00					
D	Method III Pavt Repair		SY	\$76.00		\$200.00		\$149.08		\$90.00					
E	Concrete/ Asphalt repair		SY	\$77.00		\$135.00		\$128.75		\$80.00					
F	Method IV repair		SY	\$80.00		\$165.00		\$160.67		\$150.00					

REQUEST FOR BIDS  
GENERAL REQUIREMENTS &  
CONSTRUCTION SPECIFICATIONS  
FOR  
CITY OF ARNOLD  
JEFFERSON COUNTY, MISSOURI

ASPHALT STREET OVERLAY AND REPAIR PROJECT

Project # 320-20-002

April 24, 2020

CITY OF ARNOLD

2101 JEFFCO BLVD.

ARNOLD, MISSOURI 63010

**City of Arnold**  
**ADVERTISEMENT FOR BIDS**  
**ASPHALT STREET OVERLAY AND REPAIR PROJECT**

Notice is hereby given that sealed bids for the **ASPHALT STREET OVERLAY AND REPAIR PROJECT** will be received by the City Clerk City Hall, 2101 Jeffco. Blvd., Arnold, Missouri 63010, until 9:55 a.m., Tuesday, May 5, 2020. The bids will be publicly opened and read via livestream at 10:00 a.m., May 5, 2020. Click on this link to watch the livestream bid opening. <https://youtu.be/7aYj76iAZbU>.

Bids must be submitted in a sealed envelope marked “**Asphalt Street Overlay and Repair Project**” in the lower left corner.

Please be advised. Due to the COVID-19 Pandemic and the uncertainty of the Postal Service delivery times, bid documents must be hand delivered to the City Clerk’s office at 2101 Jeffco Blvd.

Because City Hall is closed to the public you will need to contact the City Clerk when you arrive by calling **636-296-2100 option 4**. Someone will meet you at the door to accept the documents. Documents will not be accepted unless this process is followed.

Specifications and bid documents are available for email distribution on or after Friday, April 24, 2020, by calling the City Clerk’s office at (636) 296-2100 option 4.

All bids shall be made in duplicate on the printed forms found in the contract documents. Each bid must be accompanied by a certified check, cashier’s check, or bid bond, payable to the City of Arnold, Missouri, in the amount of ten (10%) of the amount of the bid as a guarantee that the successful bidder or bidders will enter into a contract and furnish performance and payment bonds in the full amount of the Contract within ten (10) days after the award is made.

The City of Arnold hereby reserves the right to reject any or all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be for the best interest of the City of Arnold, Missouri.

By Order Of  
Tammi Casey, City Clerk

## GENERAL REQUIREMENTS

### 1. PREPARATION OF BIDS

- A. Bids must be made in duplicate upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures with amounts extended and totaled, and no changes shall be made in phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amount shall govern. Any bid may be deemed non-responsive which contains any omissions, erasures, alterations, additions, irregularities, of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid forms, or in which any of the prices are obviously unbalanced.
- B. The bidder shall sign his bid in the blank space provided therefore. If the bid is made by a partnership or a corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be signed by all authorized partners; if made by a corporation, it must be signed by an authorized officer thereof with a certification of authorization attached to the bid.

### 2. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor, material and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid.

All bidders shall be responsible for familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations, should be directed to Judy Wagner, P.E., Public Works Director at 636-282-2386 prior to May 1, 2020.

### 3. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Public Works Director, the Contractor shall remove all of his equipment, tools, and supplies from the property of the City (also referred to herein as the "Owner"). Should the Contractor fail to remove such equipment, tools, and supplies; the Owner shall have the right to remove them, at the expense of the Contractor.

#### 4. EXTENSION OF CONTRACT TIME

- A. A delay beyond the Contractor's control occasioned by an Act of God, or act of omission on the part of the Owner, by strikes, lockouts, fire, flood, tornado, earthquake, or other cause beyond the reasonable control of Contractor, may entitle the Contractor to an extension of time in which to complete the work as determined by the Public Works Director, provided, however, that the Contractor shall immediately give substantiated written notice to the Public Works Director on the cause of such delay.
- B. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by the City, the General Requirements, Drawings, specifications, and all Addenda (if any) issued prior to and all modifications issued after execution of the Contract Agreement.

#### 5. LIQUIDATED DAMAGES

- A. The Contractor shall commence work promptly in accordance with these specifications. Contractor shall prosecute the work vigorously and diligently so as to insure completion within the time stipulated in the Contract. If the Contractor does not complete work within specified contract time, \$250.00 per calendar day will assessed.
- B. If, in the opinion of the Contractor, Contractor is delayed by any act or neglect of the Owner, or any representative of the Owner, or by changed in the work ordered in writing by the Owner, or by strikes, lockouts, fire, tornado, earthquake, or any other cause beyond the reasonable control of the Contractor, Contractor shall, within ten (10) consecutive days from the start of such delay, enter a written claim to the Public Works Director that such delay occurred and substantiation for such claim.
- C. Time is expressly declared to be of the essence in completion of work covered by the Contract Documents. It is agreed that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in the accepted contract for each calendar day, except Sundays and Holidays, after date specified for completion of the project that the entire work is not substantially completed.
- D. The term "substantially complete" as used herein shall be construed to mean the completion of the entire work in strict accordance with all requirements of the drawings and specifications except minor items which, in the opinion of the Public Works Director, will not interfere with the complete and satisfactory use of the facilities.
- E. Liquidated damages or any matter related thereto shall not relieve the Contractor or his Surety of any responsibility obligation under this Contract.

F. Act of God means an earthquake, flood, tornado, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

## 6. BID SECURITY

A. Each bid must be accompanied by a deposit of not less than ten (10%) percent of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, a cashier's check or a bid bond payable to the Owner. Within ten (10) days after the formal opening of bids, all checks or bid bonds will be returned, except those deposited by the three (3) lowest formal bidders. The remaining checks or bid bonds, with the exception of the bid security of the successful bidder, will be returned within seven (7) days after the execution of the Contract between the successful bidder and the Owner. The bid security of the successful bidder will be returned to him, without interest, when construction contract is executed and satisfactory performance bond is delivered to the Owner.

B. Should the successful bidder fail or refuse to execute the bond and the contract required within ten (10) days after he has received notice of the acceptance of his bid, he shall forfeit to the Owner, as liquidated damages for such failure to refuse, the security deposited with his bid.

## 7. SECURITY FOR FAITHFUL PERFORMANCE

A. Pursuant to Section 107.170 RSMo., and simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred (100%) percent of the accepted bid as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on bond forms and having a surety thereon such surety company or companies approved by the Owner and authorized to transact business in the State of Missouri.

B. If the Contractor is a partnership, the bond shall be signed by all of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporation name by the duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract. Each executed bond shall be accompanied by (a) an appropriate acknowledgment of the respective parties, (b) an appropriate duly certified copy of Power-of-Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of the Contractor or surety, (c) a duly certified

extract from the By-Laws or Resolutions of Surety under which Power-of-Attorney or other certificate of authority of its agent, officer, or representative was issued, and (d) a duly certified copy of the latest published financial statement of assets and liabilities of Surety.

8. PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, monuments, etc., along an adjacent to the easements and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, fences, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. All costs for the repairs or replacement of public and private property for utilities damaged by the construction pertains shall be the responsibility of the Contractor.

9. WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, and red lights and shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction. Suitable warning signs shall be so placed and illuminated at night so as to show, in advance, where construction barricades or materials exist.

10. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Public Works Director. No road or street shall be closed to the public except with the permission of the Public Works Director and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Public Works Director and as permitted by law.

11. RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents or shall have all materials and services furnished and all the work performed at his expense. It shall be the Contractor's responsibility to pay for:

- (1) Replacement of survey benchmarks, reference points and stakes provided by the Owner.
- (2) Lands used by Contractor, except those lands furnished by the Owner.
- (3) Performance Bond.
- (4) Royalties.
- (5) Permits and Licenses, including a City of Arnold business license.

12. MATERIALS, APPLIANCES, UTILITIES, EMPLOYEES

Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, install and pay for material, devices, mechanisms, equipment, labor, water, heat, light, electric power, transportation services, applicable taxes of every nature, permit fees, and all other facilities necessary for the proper execution, completion and testing of the work and equipment.

13. INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

A. **INSURANCE:** The Contractor shall obtain and maintain such insurance from an insurance company satisfactory to Owner and authorized to write casualty insurance in the State of Missouri as will protect himself, his subcontractors and the Owner from claims for bodily injury, death or property damage which may arise from any and all operations and under this Contract. Any such insurance policy shall name the Owner as an additional named insured. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days written notice to the Owner of an intention to cancel. The amounts of such insurance shall be as indicated below:

(This certificate of insurance shall indicate the City of Arnold as additional insured and contain the appropriate signed endorsements as required by the City.)

- (1) Workmen's Compensation and Employer's Liability Insurance:

Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by State where the work is located.

(2) Public Liability, Bodily Injury, and Property Damage:

- a. Injury or death of one person \$2,000,000
- b. Injury to more than one person  
in a single accident \$4,000,000
- c. Property Damage \$2,000,000

(3) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

- a. Injury or death of one person \$2,000,000
- b. Injury to more than one person  
in a single accident \$4,000,000
- c. Property Damage \$2,000,000

(4) If the contractor maintains higher limits than the minimums required above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

(5) If the City determines appropriate a certificate of insurance must be filed with the City providing builders risk insurance for the proposed project.

B. INDEMNITY: The Contractor shall indemnify and save harmless City and its officers and agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

C. No provision of this agreement shall constitute a waiver of the City's right to assert a defense basis on sovereign immunity, official immunity of any other immunity available under law.

14. MEASUREMENTS AND PAYMENT

The Contractor may periodically submit, but not more than once each month, a request for payment for work done. The Contractor shall furnish the Public Works Director all reasonable documentation required for obtaining the necessary information relative to the progress and execution of work, including, but not limited to, certified weight tickets for all materials delivered and used on the job. The payment shall be based on the quantities actually completed, less five (5%) percent to be retained until final completion acceptance of the work and less previous payments. The Owner shall take action within thirty (30) days from the date of approval of a request for payment by the Public Works Director, all in accordance with the Prompt Payment Act (Section 34.057 RSMo).

15. WAGES

The Contractor shall pay the prevailing wage rates for all labor as established by the State of Missouri for the Jefferson County area. In no case will less than minimum wage be paid to anyone working on the construction project. A partial copy of the prevailing wage law is included in the bid specifications. It will be necessary for the Contractor to submit an affidavit to the City to verify compliance with the law. The City also reserves the right to request the Contractor show proof of wage law compliance at any time during the project, all in accordance with the Prevailing Wage Law (Section 290.210 RSMo.) The contractor shall forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under this contract by the contractor or by any subcontractor.

16. NON-COLLUSION FORM

All bidders shall sign non-collusion form attached to the bid form, have same notarized, and returned with the bid form.

17. SUBCONTRACTORS

If the successful bidder intends to use a subcontractor(s) for any portion of the work, the successful bidder shall submit a written notice to the City and receive approval for use of the subcontractor(s) prior to commencing work.

18. FINAL PAY AFFIDAVIT

Upon completion of all work, the successful bidder shall submit a final pay affidavit, provided by the City and lien waivers for all work from all suppliers and subcontractors. The successful bidder shall also submit a certified copy of the payroll in accordance with the Prevailing Wage Rates and Missouri Work Authorization Affidavits for the period from the date the Notice to Proceed is issued through the completion of the project.

19. FEDERAL WORK AUTHORIZATION AFFIDAVIT

Pursuant to Section 285-530 RSMo, Contractor shall provide the City with a sworn Affidavit affirming its enrollment and participation in a Federal work authorization program.

20. SAFETY TRAINING AFFIDAVIT

Pursuant to Section 292.675 RSMo., Contractor and its subcontractors shall provide the City proof that all on-site project employees have completed a ten (10) hour course in OSHA approved construction safety and health training, such proof to be provided within 60 days of the date project work commences.

21. FAILURE TO PROVIDE SAFETY TRAINING

Pursuant to Section 292-675 RSMo, Contractor shall forfeit to the City, as a penalty, \$2,500 plus \$100 for each on-site employee of Contractor or its subcontractors, for each calendar day, or portion thereof, such on-site employee is employed without the safety training required under Section 20 above.

22. PROOF OF LAWFUL PRESENCE

Bidders on Public Works contracts are considered applicants for a public benefit and, therefore, the Contractor must comply with the laws of the State of Missouri. Affirmative proof of lawful presence can be established by the Contractor providing a copy of a Missouri driver's license, any document evidence recognized by the Department of Revenue, or any document issued by the Federal government that confirms lawful presence in the United States. A copy of such documentation shall accompany the Contractor's bid.

23. PURCHASE OF AMERICAN PRODUCTS

Section 34.353 RSMo. requires each contract made by a public agency for construction, alteration, repair or maintenance of any Public Works shall require any manufactured goods or commodities used or supplied in the performance of this project contract shall be manufactured or produced in the United States.

The Contractor shall provide the City with an affidavit to confirm compliance with Missouri law.

24. WASTE

Surplus street and sewer excavation and waste materials resulting from the work shall be disposed of in accordance with the St. Louis County or Jefferson County Waste Management Code. The Contractor shall comply with the following requirements in securing waste areas for disposal on non-contaminated earth and rock excavation.

- (1) The site shall not be in a flood plain.
- (2) Letters of permission and release are required from the affected property owner or owners.
- (3) Precautions shall be taken to insure surface water or storm culvert drainage is not interrupted.
- (4) The waste disposal area shall be maintained in a proper manner and meet all the environmental requirements which may be applicable by the governing jurisdiction.
- (5) Erosion control measures shall be instituted as required.

The Contractor will be required to procure from the proper authorities all permits which may be required to haul over public or private streets and any hauling operations of Contractor shall be subject to the requirements of such permits and other applicable City regulations and ordinances.

25. MATERIAL BUYOUT

The Owner reserves the right to benefit from its tax-exempt status from Missouri sales tax by paying for some of the building materials and equipment direct. The Contractor shall cooperate fully to help the City realize this benefit. The Owner will let the Contractor know which materials and equipment it wishes to pay for directly and the Contractor shall credit the Owner's contract price a sum equal to the price paid for the subject material or equipment plus the full amount of the sales tax that would normally be due on the subject item. The City shall provide a Missouri Project Exemption Certificate upon request.

26. AMERICAN DISABILITIES ACT (ADA)

The Contractor shall comply with the current ADA requirements. (For ADA compliance consultation, refer to the Americans with Disabilities Act Accessibility Guidelines [ADAAG].) Relay Missouri phone number 1-800-735-2966 TDD; add a (v) behind your phone number.

27. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request, or finds discrepancies in, or omissions, he may submit to the City a written request for an interpretation or correction thereof.

Any interpretation or correction of the bid request document will be made only by Addendum duly issued by the City, and a copy of such Addendum will be mailed to each person who received a Request for Bids by mail. The City will not be required to mail addenda to those persons who retrieved the Request for Bids from the City's website. It is the responsibility of these contractors to review [www.arnoldmo.org](http://www.arnoldmo.org) for any addenda prior to submitting their responses. The City will not be responsible for any other explanation or interpretation of the Request.

28. SELECTION CRITERIA

Awards shall be determined by and be based upon the best proposal, which, in the discretion of the department head and/or City Council, is the proposal that most adequately meets the needs of the City, officer, department, or using agency at the lowest price. In determining the best proposal, in addition to price, the department head may consider:

- A. Quality, availability and functional or other suitability of the personal property, or contractual services to the particular use intended.
- B. Other factors, including, but not limited to, the following:
  - (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
  - (2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
  - (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - (4) The quality of performance of previous contracts or services.
  - (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
  - (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
  - (7) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and
  - (8) The number and scope of conditions attached to the bid.
- C. Whether the bidder is in default on the payment of taxes, licenses or other moneys due to the City. This factor alone shall justify disqualification.

29. CONTRACT TIME:

This project shall be completed by August 12, 2020.

30. HOLD HARMLESS AGREEMENT:

Hold Harmless Agreement must be completed by the Contractor (form enclosed).

## SPECIFICATIONS

The work and materials to be furnished shall conform to the following specifications which are to be used in conjunction with the current editions of the St. Louis & Jefferson County Standard Specifications for Highway Construction and, as applicable, the Missouri Standard Specifications for Highway Construction, the Manual Uniform Traffic Control Devices (MUTCD) & the Metropolitan St. Louis Sewer District. Any exceptions to these specifications must be noted in writing and included with the bid form.

1. The City of Arnold has approximately 37,394 square yards of 2" asphalt, varying milling depth and new compacted asphalt placement with estimated 1300 square yards of asphalt pavement full depth removal and new compacted asphalt placement. The estimated full depth asphalt saw cutting is 100 feet. NOTE: Some milling will occur on asphalt overlaid concrete street pavement with fabric membrane placement. Contractor should be aware of this condition. See alternate unit price for concrete street slab replacement.
2. Bituminous asphalt pavement shall meet the requirements as specified in St. Louis County's Highway Departments Specifications for highway Materials Sections 405 and 1015. Type "X" and Type "C" asphalt mix shall be used.

Portland Cement Concrete shall meet the strength requirements of the St. Louis County Department's specifications for a (6) six-sack mix. The rock aggregate shall meet graduation "A", "B", or "D" or approved equal.

3. All bids shall be net in place and finished price per square yard or linear foot or as otherwise noted. Contractor is responsible for all construction layout, surveying and stakeout.
4. The successful bidder will break out and dispose of the existing pavement in conformance with the Jefferson County & St. Louis County Waste Management Code, the Ordinances of the City of Arnold and applicable State laws. The Contractor shall inform the City in writing as to how waste materials will be disposed in a manner that conforms to applicable Federal, State and County law requirements.
5. Limestone Granular Fill shall be MoDOT Type 5 Aggregate Base or approved equal.
6. For Sub-base replacement 3 inch to 4inch diameter crushed limestone granular material with fines is to be used to the depths specified or approved equal composition.
7. The Contractor shall locate all underground utility lines and shall adjust existing underground gas service, electric service, manhole frames, water

and gas valves to grade, and shall be responsible for notifying and locating all utilities in the project areas prior to performing work. The Contractor is to notify the City of any utility conflicts which may affect the work prior to the work operations. The Contractor shall take all necessary precautions to prevent damage to pavements (driveway approaches, sidewalks, streets, etc.) adjoining the repair areas and will, at no cost to the City, be responsible for repairing any said damage.

8. The Contractor shall provide all necessary signage and barricades and maintain traffic control measures at all times. Contractor shall follow applicable articles of Sections 104.4 and 612 of the "St. Louis County Highway Departments Standard Specifications". A special lump sum pay item for this work is stated on the bid form. The Contractor, during the construction work, must maintain a minimum of one lane of traffic at all times for the area residents and for emergency service vehicles.
9. Weather: Street repair work shall not be attempted on rainy days or when ground is frozen or when the temperature is below 32 degrees Fahrenheit.
10. Should the Contractor fail to undertake the necessary backfill or other work related to public safety within the above stated time, the City reserves the right to use City forces or another Contractor to complete the backfill work and deduct the value of this work from the contract amount. All labor rates will be at the prevailing wage rates. The backfill material itself will be back charged at a rate of \$50 per cubic yard.

Allowances will be made for adverse weather conditions in accordance with item #16 of the Specifications.

11. Dewatering: Where water is found in the subgrade, the Contractor shall provide proper drainage by pumping the water out of the subgrade and adding cement to stabilize the subgrade or excavate the unstable subgrade and replace with compacted granular fill.
12. Cleaning of Streets: The Contractor shall clean the streets of all excess material periodically or as directed by the Public Works Director or his representative so that the material does not adhere to the paved surfaces or cause a nuisance. The Contractor shall use motorized equipment that does not leak fuel or oil onto the existing pavement or in excavated areas. Such equipment, if found on the job site, shall be replaced or repaired immediately. Failure to clean the streets properly or undertake other public safety issues could lead to City forces undertaking the work and back charging the Contractor at prevailing wage rates.
13. Where the Contractor makes pavement removals, the exposed edges shall be saw cut straight to the full slab depth and the slab area replaced at no

additional cost to the City. Where removal over breaks occur at residential driveways, the Contractor may be required to remove and replace driveway concrete or asphalt pavement to the first full joint or approved location. Contractor should exercise care at these locations.

14. Where existing sprinkler heads and lawn irrigation piping is found adjacent to replacement pavement areas, the Contractor shall, where directed by the City, hand excavate along those areas so as to protect the existing sprinkler systems from damage. This work shall be paid for on a per foot basis. The Contractor will be responsible to replace damaged or broken sprinkler systems as a result of the concrete replacement work.
15. When applicable, tree roots which have grown into the pavement subgrade area must be removed as part of the subgrade preparations. The tree roots are to be clean cut out of the way of the street slab area prior to the removal of the roots within the subgrade area.
16. Delays and Extension of Time: If the Contractor is delayed at any time in the progress of the work, by any act or neglect of the City or of its employees, or by any other Contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, inclement weather, unusual delaying transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any causes which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

No such extension shall be made for delay occurring more than ten (10) days before claim therefore is made in writing to the Public Works Director. In the case of a continuing cause of delay, only one (1) claim is necessary.

17. Where appropriate upon completion of the street repair work, at each individual location as appropriate, the Contractor shall within 3 days thereof, backfill with dirt, compact, seed and straw the disturbed area behind/along the edge of the replaced concrete and shall remove all forms, materials, trash and debris from that site. Grass seed shall be planted at a rate of 10 pounds per thousand square feet or 1.0 pound per 100 square feet. Seed mixture shall be 50% Kentucky Blue grass, 25% Perennial Rye and 25% Fescue. All backfill used must be free of debris, rock, wood, dirt clumps and other unsuitable material. If such material is found to be used, the Contractor will remove and replace at his own expense. Contractor will be expected to store backfill and cover with a waterproof tarp to ensure a supply of dry earth backfill.

Should the Contractor fail to undertake the necessary backfill or other work related to public safety within the above stated time, the City reserves the right to use City forces or another Contractor to complete the backfill work

and deduct the value of this work from the contract amount. All labor rates will be at the prevailing wage rates. The backfill material itself will be back charged at a rate of \$50 per cubic yard. Allowances will be made for adverse weather conditions in accordance with Section 16 of the Specifications.

18. Upon completion of the asphalt pavement repair, the Contractor shall seal all joints and saw cuts in and immediately around the street replacement areas with hot pour elastic type joint sealer or other approved joint material. Contractor is to sand joints after placing joint material to prevent tracking or by some other approved method.
19. The schedule for undertaking the milling, saw cutting, excavation, and paving of designated asphalt pavement or asphalt overlaid concrete will be a proposed by the contractor and approved by the Public Works Director or her designated representative. In no case are repair areas to be left open more than twenty-four (24) hours, unless approval has been given by the Public Works Director or her representative. Contractor provides temporary rock access drives through the pavement repair areas to all driveways as may be needed.
20. The Contractor shall provide all necessary signage and barricades and maintain traffic control measures at all times. Contractor shall follow applicable articles of the "Standard Specifications". A special lump sum pay item for this work is stated on the bid form.
21. Vandalism: The Contractor shall be responsible for protecting the asphalt pavement surface from vandalism and shall repair or replace any repair area that is vandalized at no additional cost to the City.
22. Asphalt Pavement areas to be repaired:
  - A. Contractor shall have a pavement milling machine capable of milling depths from 2 inch to 4 inch depth. Some repair locations are asphalt overlaid concrete pavement. Some designated areas will only require a 2 inch mill depth while others will require a 4 inch depth milling. All millings shall be removed, swept, tack coat applied, with new compacted 2 inch depth or 4 inch depth Type "C" asphalt mix placed meeting the existing pavement slope line grades. Most street milling will be pavement edge milling four (4) feet to six (6) feet in width with a five (5) feet average. Full street milling may be directed by City staff. There will be some butt joint milling required.

Where existing asphalt pavement is found to be settled, alligatored, broken or deemed sub-base failed shall be perimeter saw cut to the full existing asphalt pavement depth and replaced as follows:

Method I – saw cut, excavate, remove, dispose of failed pavement area to a depth of 12 inches, compact sub-grade, place 4 inch depth of compacted Type 5 crush rock aggregate, followed by a 6 inch depth of compacted Type “X” asphalt mix and followed by a 2 inch compacted depth of Type “C” asphalt wearing surface. See bid item No. 3

Method II – saw cut, excavate, remove, dispose of pavement area to a depth of 18 inches, compact sub-grade, place a compacted graded depth of 10 inch thickness of 3 inch to 4 inch crushed limestone base with fines (or approved equal), followed by a compacted 6 inch depth of Type “X” asphalt mix followed by a 2 inch compacted depth of Type “C” asphalt wearing surface. See bid item No. 4

Method III – See bid alternate.

Method IV – See bid alternate.

**NOTE: Some pavement repair areas are located on streets with high traffic flow day and night. Contractor’s bid prices should reflect only undertaking those areas when they can do the complete repair in the working day to allow for unrestricted traffic flow after normal work hours-unless an alternate plan of pavement repair action is approved by the Public Works Director or her authorized representative. Again, contractor unit prices should reflect this requirement.**

- B. Areas to be replaced are shown on the following attached list. The City reserves the right to add or delete any portion of any item of the asphalt pavement repair scope of work.
- C. Areas to be replaced will be marked by the City. However, the Contractor is to get verification from the Public Works Director or her representative before starting the work.
- D. Upon award of contract, a determination of priorities will be established and a “not-to-exceed” amount of material to be used determined. The “not-to-exceed” amount will be set out in a resolution adopted by the City Council. The total project budget is set at \$400,000. Bid unit prices may vary work scope as determined by the City. The street priority is listed in this proposal. Please note some streets will only have pavement repairs without an overlay based on the project budget.
- E. After each day’s work, the City inspector and the Contractor’s field superintendent shall field measure all completed repair areas and shall agree and sign the written totals with a copy of each daily total kept by each party. The Contractor shall submit a copy of the field measurement along with their invoice.

23. All saw cutting of asphalt pavement repair areas shall be paid at the listed unit price basis per foot.
24. Street Striping and Pavement Markings where encountered existing street striping removal as a result of asphalt street pavement repair shall be re-striped by the contractor. Yellow color shall closely match color chip 33538 of Federal Standard 595b or approved equal. White paint shall match color chip 37925 of Federal Standard 595b or approved equal. Paint shall be Standard Acrylic Waterborne Pavement Marking Paint with glass beads.

Paving Marking Tape and Temporary Raised Pavement Markings (TRPM) can be used until permanent striping can occur where necessary. Acceptable tape and markings per Swarco Industries, 3M, Grainger or approved equal.

Contractor should review all listed asphalt pavement repair areas to be aware of all possible pavement markings that will need be temporarily provided and permanently replaced.

Please note Wicks Rd and Ridgecrest striping to be included in this pay item.

Payment shall be made per the bid item lump sum price.

25. All bidders shall be responsible for completely familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations should be directed to Judy Wagner, P.E., Public Works Director at 636-282-2386.
26. NO ADDITIONAL CHARGE ITEMS: There shall be no additional charge to the City for the Contractor to provide labor, equipment and materials for:
  - a. Landfill fees/ Contractor Mobilization / Layout
  - b. Dewater subgrades and protect work from rain and flood damage.
  - c. Clean streets and Public Safety concerns, see bid Item #7.
  - d. Backfill, compact, seed and straw all disturbed areas and stockpile storage of dry dirt unless otherwise provided on the bid form.
  - e. Seal all construction joints and saw cuts at the repaired areas.
  - f. Contractor's damage (if any) to pavements adjoining the designated repair areas, including residential driveways.
  - g. 48hour minimum written notification to property owners whose driveways will be cut off by pavement repair, and providing temporary rock access drives through the disturbed areas to the residential driveways. Notice shall be posted on their front door and garage door.
  - h. Replacement of vandalized repair areas or contractor caused over breaks. All necessary saw cutting required shall be per the unit price/ft.

- i. Protect property owners' mailboxes and repair or replace to the home owners' satisfaction if damaged during the work.
- j. Protect owner's flowers, trees shrubs and sprinkler heads which abut pavement, replacement areas and repair or replace such damaged items as required.
- k. Clean cutting tree roots in the way of pavement repair work.
- l. All other miscellaneous work as necessary to provide a complete and satisfactory job.
- m. Any and all necessary permits and licenses

The contractor will be given an area in the Public Works Facility for equipment and material storage during the project construction if needed. The Public Works Department's normal business hours are 7:00 a.m. to 3:30 p.m. Monday thru Friday.

The City reserves the right to add or delete work locations.

The Project completion date is August 12, 2020.

27. **NOTE:** Failure by the Contractor to undertake work for the protection and welfare of the general public can result in the City forces undertaking the work and back-charging the Contractor at prevailing wage rates.

Street Name	Approximate length(ft)	Approximate width(ft)	Estimated 2" overlay area(sy)	Remove and Replace Asphalt Curb	Pavement Repair(sy)
Wicks Rd	6370	20	14155.6		587
Vera	1170	20	2600.0	86	131.8
Irene	650	24	1733.3	89	43.2
Birch	545	16	968.9		
Spruce	350	16	622.2	26	10
Willow	1650	20	3666.7		161
Cyprus	625	16	1111.1		
Virginia Ct	1025	20	2277.8	54	100
Ridgecrest	2335	22	5707.8	10	140
Waddo	360	17	680.0		38
Loretta	656	15	1093.3		
Ida Dr	510	20	1133.3		27
Ida Lane	740	20	1644.4		59
			37394.4	265	1297
Streets are in Priority order					





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

(\$ \_\_\_\_\_ ) X 100 sq. yds.\* = \$ \_\_\_\_\_

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

(\$ \_\_\_\_\_ ) X 100 sq. yds.\* = \$ \_\_\_\_\_

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

Lump sum = \$ \_\_\_\_\_

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

(\$ \_\_\_\_\_ ) X 200 lin. ft.\* = \$ \_\_\_\_\_

Item No. 9 Undertake all necessary Traffic Control measures in accordance with MUTCD necessary to undertake the asphalt pavement repair project.

Lump sum = \$ \_\_\_\_\_

Item No. 10 Remove and replace asphalt curb. Includes backfilling and disposal of existing curb.

(\$ \_\_\_\_\_ ) X 265 lin. ft. Linear Feet = \$ \_\_\_\_\_

Total (Items 1-10) = \$ \_\_\_\_\_

BID ALTERNATE UNIT PRICES

- A. MSD Class A Rock Excavation \$ \_\_\_\_\_ / Cubic Yard
- B. MSD Class B Rock Excavation \$ \_\_\_\_\_ / Cubic Yard
- C. Hand excavation for possible yard sprinklers and irrigation systems as authorized by the City if needed. \$ \_\_\_\_\_ / Lineal Feet
- D. Method III – Saw Cut, Excavate, remove, dispose failed pavement area to a depth of 26 inches below existing street surface, compact subgrade, place a depth of 18 inches of 4 inch to 6 inch diameter crushed limestone, followed by a compacted 6 inch depth of Type “X” asphalt mix followed by a 2 inch compacted depth of Type “C” asphalt wearing surface. \$ \_\_\_\_\_ / Square Yard
- E. Saw Cut, excavate, remove, dispose of existing concrete street pavement slab, to a depth of 12 inches, compact existing subgrade, place 4” depth of crushed rock, pour new 6 inch depth 6 sack concrete street slab mix, a concrete roller tamp finished with three days of curing, followed by a 2 inch compacted Type “C” asphalt wearing surface. \$ \_\_\_\_\_ / Square Yard
- F. Method IV – Saw Cut, excavate, remove, dispose failed pavement area to a depth of 18 inches below existing street surface, compact subgrade, place a 4 inch depth of compacted Type 5 rock base, followed by a 12 inch depth of 6 sack concrete street slab mix with a roller tamp finish with three (3) day curing followed by a 2 inch compacted “C” asphalt. \$ \_\_\_\_\_ /Sq.yd. wearing surface

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. \_\_\_\_\_

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

\_\_\_\_\_  
Name Phone Number

\_\_\_\_\_  
Name Phone Number

\_\_\_\_\_  
Name Phone Number

## Hold Harmless Agreement

To the fullest extent permitted by law, \_\_\_\_\_, 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 **ASPHALT STREET OVERLAY AND REPAIR PROJECT**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

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

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

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

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

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE









**NON-COLLUSION FORM**

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

- I. That in connection with this procurement,
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
  - b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- II. The undersigned further states:
  - a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
  - b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.
- III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).
- IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

\_\_\_\_\_  
(NAME, INDICATE IF CORPORATION,  
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

\_\_\_\_\_  
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

## Affidavit of Work Authorization

Comes now \_\_\_\_\_ (name) as \_\_\_\_\_ (office held) first being duly sworn, on my oath, affirm \_\_\_\_\_ (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 **Asphalt Overlay and Repair Project** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that \_\_\_\_\_ (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 **Asphalt Street Overlay and Repair 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 Printed Name

\_\_\_\_\_  
Title Date

Subscribed and sworn before me the \_\_\_\_\_ day of \_\_\_\_\_, I am commissioned as a notary public within the county of \_\_\_\_\_, State of \_\_\_\_\_, and my commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature of notary Date

Exhibit A  
Contract Agreement

THIS AGREEMENT, made and concluded this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ 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 \_\_\_\_\_ 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 **Asphalt Street Overlay and Repair 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 **Asphalt Street Overlay and Repair Project** must begin on \_\_\_\_\_ and shall be carried on at a rate to secure its full completion by \_\_\_\_\_. 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 calendar 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 \_\_\_\_\_ bid of \_\_\_\_\_ attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **Asphalt Street Overlay and Repair 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 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 RSMo. Prevailing Wage

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

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

Article 8. THE CONTRACT DOCUMENTS:

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

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

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD  
2101 Jeffco Blvd.  
Arnold, Missouri 63010

Contractor: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Signature

ATTEST:

Title \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone No.

(SEAL)

APPROVED AS TO FORM:

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

RESOLUTION NO. 20-17

A RESOLUTION AUTHORIZING EXECUTION OF ASSIGNMENT OF THE  
USE OF A UTILITY EASEMENT TO CHARTER COMMUNICATIONS

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the City Administrator Bryan Richison be and is hereby authorized to execute an assignment of use of a certain Utility Easement to Charter Communications. Said property and easement are more fully described in Exhibit A of the Grant of Easement Agreement (“Agreement”); and, said Agreement is attached hereto and made a part hereof.

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

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

ATTEST:

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

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

April 23, 2020

---

(Above space reserved for Recorder of Deeds)

Return to:

Charter Communications  
941 Charter Commons Drive  
Town and Country, MO 63017  
Attn: Area Vice President

**GRANT OF EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is entered into as of April 7th, 2020 by and between CITY OF ARNOLD ("Grantor"), and SPECTRUM MID-AMERICA, LLC ("Operator").

**THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. GRANT OF EASEMENT.** For valuable consideration in the amount of (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Operator, its successors and assigns, an irrevocable, unrestricted easement to the Property or portion thereof (as defined in Section 2) for the installation, maintenance, operation, improvement, removal and repair of cable television system and other communications facilities, including, without limitation, lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment (the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Operator, and are removable at Operator's option. The easement shall include the right of ingress and egress to the Property for the purpose of installation, maintenance, operation, improvement, removal and repair of the Facilities during normal working hours or any other time, day or night, in the event of an emergency situation which, in Operator's reasonable determination, affects the normal operation of the cable system. Grantor warrants that he has title to the Property and that Operator shall have peaceable enjoyment of such easement.
- 2. PROPERTY.** Grantor's property (the "Property") is situated in the City of Arnold, County of Jefferson, State of Missouri (the "Community"), with a street address of "2069 Missouri State Road". A legal description of the Property in which the easement has been granted is set forth on Exhibit A, which is attached hereto and by reference made a part hereof.
- 3. REPAIR.** Operator shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement.
- 4. ASSIGNMENT.** Operator may assign this Easement Agreement to any entity or individual that is a successor to Operator as a cable communications franchisee in the Community. No consent to such assignment is required from Grantor.

5. **TERM.** This Easement Agreement shall remain in full force and effect for so long as Operator (or its successors-in-interest) holds a cable communications franchise or other right to provide communications services in the Community. In the event of a dispute as to the termination date of a franchise, this Easement Agreement shall remain in force until such dispute is finally resolved. The grant of this easement is not conditioned upon the provision of cable communications service to the Property. Non-use or a limited use of this easement shall not prevent Operator from later making full use of the easement. This Easement Agreement may be terminated and abandoned by Operator upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities from the Property. Upon such termination and removal, Operator shall record such documents as are necessary to abandon the easement.

6. **NON-INTERFERENCE.** Grantor, for itself, its heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities.

7. **BINDING.** The provisions and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. **RECORDATION.** Upon completion of the installation of the Facilities on the Property, Operator may record this Easement Agreement in the real property records of the county or other local government where the Property is located.

9. **NOTICE.** All notices to be given by one party to this Easement Agreement to the other party hereto shall be in writing, by certified mail to the following addresses:

- (i) If to Grantor:  
City of Arnold  
2101 Jeffco Boulevard  
Arnold, MO 63010
- (ii) If to Operator:  
Charter Communications  
941 Charter Commons Drive  
Town and Country, MO 63017  
Attn: Area Vice President

*with a copy to:* Charter Communications  
12405 Powerscourt Drive  
St. Louis, Missouri 63131  
Attn: Legal Operations

10. **FURTHER DOCUMENTS.** Grantor will execute any and all further documents which Operator reasonably requests to assure that Operator has the rights granted in this easement.

**IN WITNESS WHEREOF**, the parties have executed this Easement Agreement as of the date first written above.

**GRANTOR:**

**CITY OF ARNOLD**

By: Bryan Richison, it's City Administrator

**OPERATOR:**

**SPECTRUM MID-AMERICA, LLC**

By: Charter Communications, Inc., Its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ACKNOWLEDGEMENTS**

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

On this day personally appeared Bryan Richison, to me known, to be the City Administrator of City of Arnold, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

On this day personally appeared Robert Burton, to me known, to be the Area Vice President of Spectrum Mid-America, LLC, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**EXHIBIT A**

Attached to and Forming a Part of  
Easement Agreement  
Between  
CITY OF ARNOLD, as Grantor  
and  
SPECTRUM MID-AMERICA, LLC, as Operator

**Legal Description**

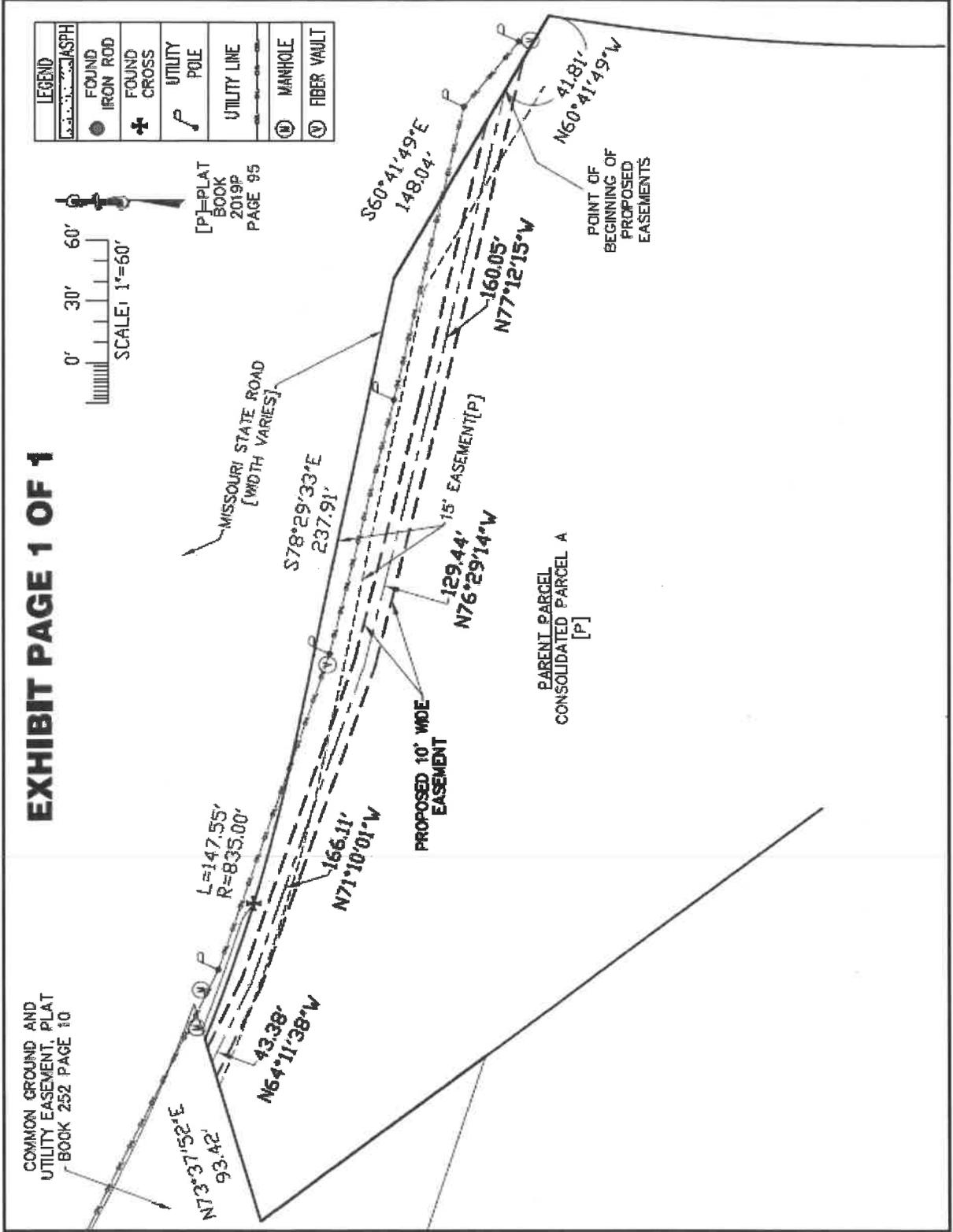
**PROPOSED 10' WIDE EASEMENT**

A PROPOSED EASEMENT IN CONSOLIDATED PARCEL A OF CEDARHURST OF ARNOLD CONSOLIDATION PLAT, AS RECORDED IN PLAT BOOK 2019P PAGE 95 OF THE JEFFERSON COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG A NORTH LINE OF SAID PARCEL, NORTH 60 DEGREES 41 MINUTES 49 SECONDS WEST, 41.81 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 77 DEGREES 12 MINUTES 15 SECONDS WEST, 160.05 FEET TO A POINT; THENCE NORTH 76 DEGREES 29 MINUTES 14 SECONDS WEST, 129.44 FEET TO A POINT; THENCE NORTH 71 DEGREES 10 MINUTES 01 SECONDS WEST, 166.11 FEET TO A POINT THENCE NORTH 64 DEGREES 11 MINUTES 38 SECONDS WEST, 43.38 FEET TO THE POINT OF TERMINATION AT THE NORTHWEST LINE OF SAID PARCEL. CONTAINING 4990 SQUARE FEET OR 0.11 ACRE MORE OR LESS.

EXHIBIT B

EXHIBIT PAGE 1 OF 1



LEGEND	
	ASPH
	FOUND IRON ROD
	FOUND CROSS
	UTILITY POLE
	UTILITY LINE
	MANHOLE
	FIBER VAULT

SCALE: 1"=60'
   
 [P]=PLAT BOOK 2019P PAGE 95

COMMON GROUND AND UTILITY EASEMENT, PLAT BOOK 252 PAGE 10

PARENT PARCEL CONSOLIDATED PARCEL A [P]

POINT OF BEGINNING OF PROPOSED EASEMENTS

RESOLUTION NO. 20-18

A RESOLUTION AUTHORIZING EXECUTION OF ASSIGNMENT OF THE  
USE OF A UTILITY EASEMENT TO MISSOURI AMERICAN WATER.

---

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the City Administrator Bryan Richison be and is hereby authorized to execute an assignment of use of a certain Utility Easement to Missouri American Water. Said property and easement are more fully described in Exhibit A of the Grant of Easement Agreement ("Agreement"); and, said Agreement is attached hereto and made a part hereof.

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

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

ATTEST:

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

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

## EASEMENT FOR WATER PIPE

KNOW ALL MEN BY THESE PRESENTS, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, that the undersigned **City of Arnold, Missouri**, a municipal corporation, ("Grantor"), owner of a tract of land being the **Consolidated Parcel "A" of Cedarhurst of Arnold Consolidation Plat**, according to the plat thereof recorded in 2019R-000095 of the Jefferson County, Missouri Records, having acquired title to said tract of land by deed recorded in 2019P-019073 of the afore-mentioned County Records, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the **Missouri-American Water Company**, a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141**, ("Grantee"), the receipt of which is hereby acknowledged, and for other good and valuable considerations does by these presents grant, sell, convey, and confirm, unto the Grantee, its successors and assigns, the right and easement to lay, repair, replace, and forever maintain its water pipes, hydrants, valves, and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured //// on the attached "**Easement Plat**," marked **Exhibit A**, which is initialed by the Grantee and made a part hereof, together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during the period of construction and maintenance, including the ability and right of ingress and egress. Grantee shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions of which, in Grantees' judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of water pipes and appurtenant facilities.

Grantee, its successors and assigns, to have the right to use and control a line or lines of water pipe for the circulation and distribution of water for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line of water pipe, and with the attachment thereto of the service lines of its customers. If the water pipe to which the service line connection of the Grantor is abandoned the service line and connection will be relocated to another water pipe as directed by Grantee.

Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the pipe line. Grantor also agrees not to erect or cause to be erected any building or structure within the easement area and shall not add or remove any fill or ground cover in the easement area without the prior written approval of Grantor.

Grantor shall warrant and will defend the title to said easement during its existence with the Grantee for its use and benefit against all parties whomsoever.

This easement is accepted by Grantee with the understanding and on the condition that whenever it shall make any excavations in the above described property Grantee shall restore the ground as nearly as practicable to its former condition.

IT WITNESS WHEREOF, this instrument has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF ARNOLD, MISSOURI**

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Federal I.D. #

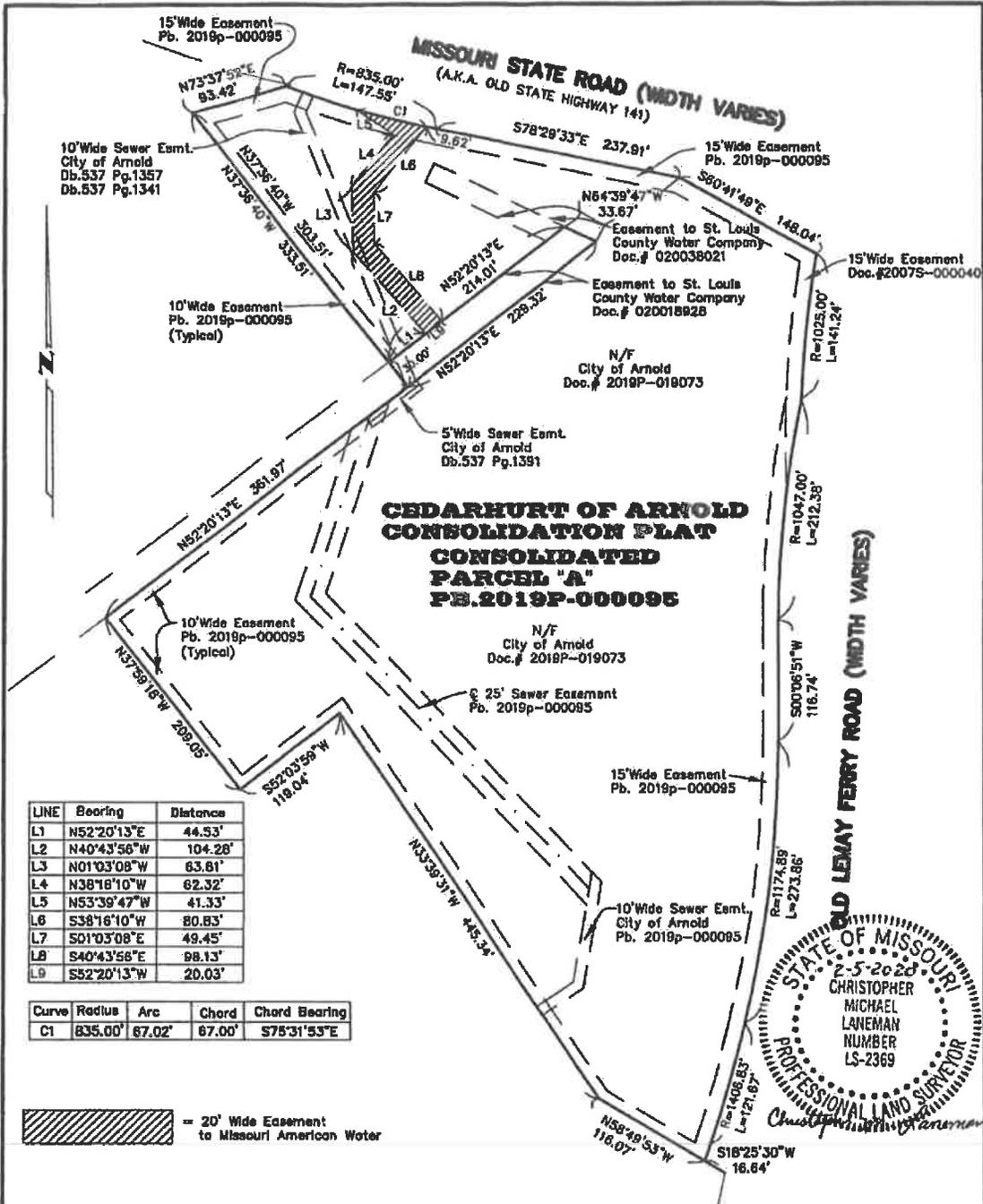
STATE OF MISSOURI            )  
  ) SS:  
COUNTY OF JEFFERSON        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared \_\_\_\_\_, to me known, who, being by me duly sworn did say that he/she is the \_\_\_\_\_ of the City of Arnold, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City of Arnold, Missouri and that said instrument was signed and sealed in behalf of the City of Arnold, Missouri by authority of Ordinance No. \_\_\_\_\_ passed \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



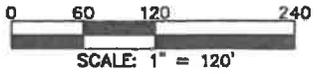
LINE	Bearing	Distance
L1	N52°20'13"E	44.53'
L2	N40°43'58"W	104.28'
L3	N01°03'08"W	63.61'
L4	N38°18'10"W	62.32'
L5	N53°39'47"W	41.33'
L6	S38°18'10"W	80.83'
L7	S01°03'08"E	49.45'
L8	S40°43'58"E	98.13'
L9	S52°20'13"W	20.03'

Curve	Radius	Arc	Chord	Chord Bearing
C1	835.00'	67.02'	67.00'	S78°31'53"E

= 20' Wide Easement to Missouri American Water



EXHIBIT "A"



INITIAL:

**EASEMENT PLAT**  
**CONSOLIDATED PARCEL "A" OF**  
**CEDARHURST OF ARNOLD CONSOLIDATION PLAT**  
**RECORDED IN PLAT BOOK 2019P-000095**  
**U.S. SURVEY 2991, T. 43 N., R. 6 E.**  
**CITY OF ARNOLD**  
**JEFFERSON COUNTY, MISSOURI**

RESOLUTION NO. 20-19

A RESOLUTION RATIFYING THE CITY ADMINISTRATOR'S APPROVAL  
OF A QUOTE FROM AA QUICK PLUMBING AND SEWER SERVICE INC.

---

WHEREAS, the City of Arnold is undertaking a project to construct two new buildings at the Public Works facility; and

WHEREAS, before construction can commence the water main needs to be extended; and

WHEREAS, in an effort to avoid any construction delays the City sought to complete this work as soon as possible; and

WHEREAS, the Public Works Director solicited quotes and received two responses; and

WHEREAS, the lowest and best quote was in the amount of \$19,600.00 from AA Quick Plumbing and Sewer Service Inc.; and

WHEREAS, the City Administrator approved this quote so the work can commence in a timely fashion so as to not delay the construction of the two new buildings; and

WHEREAS, because the cost is for more than \$10,000.00 the City Administrator is seeking the City Council's ratification of this action;

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the City Administrator's approval of the attached quote from AA Quick Plumbing and Sewer Service Inc. is hereby ratified.

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

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

ATTEST:

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

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

AA Quick Plumbing & Sewer Service, Inc.

PO Box 250  
Dittmer, MO 63023

# Estimate

Date	Estimate #
4/13/2020	2925

Name / Address
City of Arnold 2900 Arnold Tenbrook Arnold, MO 63010 Attn: Tom Palasky

Project Location

Rep
Zack

Description	Total
To install one meter pit vault, tap a 6" water main and install approximately 350' of 3" SDR 21 water main with two hydrants and trace wire. The contractor will saw cut any necessary concrete in order to complete this job. The contractor will install granular backfill around the water main. The contractor WILL NOT be responsible to restore any concrete. The City of Arnold will supply the hydrants and other misc. parts on their list.	19,600.00
<b>Total</b> \$19,600.00	

Signature *Buy RL* 4/27/2020  
City Administrator

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