

City of Arnold, Missouri

City Council
Council Chambers

November 16, 2017
7:00 P. M.

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: New Hope United Methodist – Assoc. Pastor Michelle Shoger
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **November 2, 2017.**
 - B. Payroll Warrant **#1277 in the Amount of \$260,814.41**
 - C. General Warrant **#5702 in the Amount of \$502,389.57**
6. Ordinances:
 - A. **Bill No. 2679:** An Ordinance Authorizing an Intergovernmental Agreement Between the County of Jefferson, Missouri for Animal Pound Services.
7. Resolutions:
 - A. **Resolution No. 17- 71:** A Resolution Re-Appointing James Southwick to the Foundation Commission to Serve a Three-Year Term.
 - B. **Resolution No. 17-73:** A Resolution Authorizing the Mayor to Enter Into a Contract with R. V. Wagner, Inc. to Undertake Certain City Maintained Bridge Repairs for the City of Arnold.
 - C. **Resolution No. 17-74:** A Resolution Approving an Agreement with Strategic Capitol Consulting for Legislative Services.
8. Motion:
 - A. None

9. Reports from Mayor, Council, and Committees:
10. Administrative Reports
11. Adjournment

**Next Regular City Council Meeting December 7, 2017 @ 7:00 p.m.
Next Work Session December 14, 2017 at 7:00 p.m.**

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Monday, November 13, 2017

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

The Pledge of Allegiance was recited.

Councilman Gary Plunk offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Hood, McArthur, Fleischmann (excused), Plunk, Fulbright, Cooley, Owens, Sullivan, Richison, Redhead, Sweeney, Brown, Blattner, Kroupa (arrived 7:03 p.m.), Major Carroll.

Mayor Counts recognized Boy Scout Jacob Koger from Troop 778 who was in the audience working on his Citizenship in the Community Badge.

BUSINESS FROM THE FLOOR

NONE

CONSENT AGENDA

- A. MINUTES FROM OCTOBER 19, 2017 MEETING**
- B. PAYROLL WARRANT NO. 1276 IN THE AMOUNT OF \$272,512.15**
- C. GENERAL WARRANT NO. 5701 IN THE AMOUNT OF \$927,521.02**

Butch Cooley made a motion and so moved to approve the consent agenda.

Seconded by Vern Sullivan. Roll call vote: Hood, yes; McArthur, yes; Fleischmann, (excused); Plunk, yes; Fulbright, yes; Cooley, yes; Owens, yes; Sullivan, yes; 7 Yeas:
Consent agenda approved.

ORDINANCES

NONE

RESOLUTIONS

RESOLUTION NO. 17-64 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH AECOM ENGINEERS, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR UNDERTAKING OF A FEASIBILITY STUDY FOR THE RICHARDSON ROAD/OLD LEMAY FERRY INTERSECTION POSSIBLE ROUNDABOUT IMPROVEMENTS PROJECT FOR THE CITY OF ARNOLD

Brian McArthur made a motion and so moved to approve Resolution No. 17-64. Seconded by Vern Sullivan. Roll call vote: Hood, yes; McArthur, yes; Fleischmann, (excused); Plunk, yes; Fulbright, yes; Cooley, yes; Owens, yes; Sullivan, yes; 7 Yeas: **Resolution approved.**

RESOLUTION NO. 17-65 – A RESOLUTION RE-APPOINTING TRISH MCCUTCHEN AND JOHN BOEHMER TO THE ARNOLD HISTORIC PRESERVATION BOARD TO SERVE A THREE-YEAR TERM

Jason Fulbright made a motion and so moved to approve Resolution No. 17-65. Seconded by Gary Plunk. Roll call vote: Hood, yes; McArthur, yes; Fleischmann, (excused); Plunk, yes; Fulbright, yes; Cooley, yes; Owens, yes; Sullivan, yes; 7 Yeas: **Resolution approved.**

RESOLUTION NO. 17-66 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MAXVILLE GARDENS SUBDIVISION TO PROVIDE SNOW REMOVAL SERVICES FOR THE 2017-2018 WINTER SEASON

Gary Plunk made a motion and so moved to approve Resolution No. 17-66. Seconded by Butch Cooley. Roll call vote: Hood, yes; McArthur, yes; Fleischmann, (excused); Plunk, yes; Fulbright, yes; Cooley, yes; Owens, yes; Sullivan, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO. 17-67 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ADDED SERVICE AGREEMENT WITH CBB ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICE FOR THE FOX SCHOOL DISTRICT CAMPUS RIGHT HAND TURN LANE EXTENSION AS PART OF THE CMAQ JEFFCO BLVD/TENBROOK ROAD INTERSECTION IMPROVEMENTS PROJECT FOR THE CITY OF ARNOLD

Gary Plunk made a motion and so moved to approve Resolution No. 17-67. Seconded by Jason Fulbright. Roll call vote: Hood, yes; McArthur, yes; Fleischmann, (excused); Plunk, yes; Fulbright, yes; Cooley, yes; Owens, yes; Sullivan, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO. 17-68 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NETCOM INC FOR STRUCTURED RE-WIRING SERVICES IN THE POLICE DEPARTMENT

Vern Sullivan made a motion and so moved to approve Resolution No. 17-68. Seconded by David Owens. Roll call vote: Hood, yes; McArthur, yes; Fleischmann, (excused); Plunk, yes; Fulbright, yes; Cooley, yes; Owens, yes; Sullivan, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO. 17-69 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HUFFMAN SECURITY TO REPLACE THE DVR SYSTEM LOCATED AT THE POLICE DEPARTMENT AND AT POMME CREEK GOLF COURSE

Gary Plunk made a motion and so moved to approve Resolution No. 17-69. Seconded by Mark Hood. Roll call vote: Hood, yes; McArthur, yes; Fleischmann, (excused); Plunk, yes; Fulbright, yes; Cooley, yes; Owens, yes; Sullivan, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO. 17-70 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FORD ASPHALT COMPANY INCORPORATED FOR CONSTRUCTION WORK IN FERD B. LANG PARK IN ARNOLD MO.

Jason Fulbright made a motion and so moved to approve Resolution No. 17-70. Seconded by Brian McArthur. Roll call vote: Hood, yes; McArthur, yes; Fleischmann, (excused); Plunk, yes; Fulbright, yes; Cooley, yes; Owens, yes; Sullivan, yes; 7 Yeas: **Resolution passed.**

MOTIONS

A. 2017-2018, CONDITIONAL USE PERMIT FOR SALES TRAILER AT HENLEY WOODS SUBDIVISION (OTT PROPERTY), PAYNE FAMILY HOMES, LONEDELL AND POMME ROADS

Derrick Redhead informed council that the Planning and Zoning Commission held a Public Hearing at its October 24, 2017 meeting. The Commission is forwarding a recommendation of approval by a vote of 8-0. Mr. Richison reminded council that if no action is taken tonight, the motion stands as approved. As there was no action taken, the motion stands approved.

B. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING LITIGATION AND REAL ESTATE PURSUANT TO RSMo SECTION 610.021 (1) (2)

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

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Gary Plunk – Ward 4 – Informed everyone that the Veterans Committee met yesterday and the parade is close to being finalized.

Jason Fulbright – Ward 1 – Informed everyone that the Historic Preservation Committee has one open seat at this time. Mr. Fulbright also thanked everyone involved in settling the issues with the Jeffco Blvd/Tenbrook Road project.

ADMINISTRATIVE REPORTS

NONE

Mayor Counts announced a five minute recess before going into closed session.

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Closed session ended at 7:50 p.m.

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

Meeting adjourned at 7:50 p.m.


City Clerk Tammi Casey, MRCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 11/2/2017

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO. 17-64	RESOLUTION NO. 17-65	RESOLUTION NO. 17-66	RESOLUTION NO. 17-67
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DICKIE BROWN	PRESENT	
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		ED BLATTNER	PRESENT	
COM DEV	DERRICK REDHEAD	PRESENT	TREASURER:		DAN KROUPA	PRESENT	
CITY ATTORNEY	BOB SWEENEY	PRESENT	POLICE DEPT.		MAJOR CARROLL	PRESENT	

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 11/2/2017

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: MARK HOOD

COUNCIL: BRIN MCARTHUR

COUNCIL: EJ FLEISCHMANN

COUNCIL: GARY PLUNK

COUNCIL: JASON FULBRIGHT

COUNCIL: BUTCH COOLEY

COUNCIL: DAVID OWENS

COUNCIL: VERN SULLIVAN

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DERRICK REDHEAD

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO. 17-68	RESOLUTION NO. 17-69	RESOLUTION NO. 17-70	MOTION TO HOLD CLOSED SESSION		
YES	YES	YES	YES		
YES	YES	YES	YES		
EXCUSED	EXCUSED	EXCUSED	EXCUSED		
YES	YES	YES	YES		
YES	YES	YES	YES		
YES	YES	YES	YES		
YES	YES	YES	YES		
				PARKS DIR:	DICKIE BROWN
				PUBLIC WORKS:	ED BLATTNER
				TREASURER:	DAN KROUPA
				POLICE DEPT.	MAJOR CARROLL

CITY OF ARNOLD CITY COUNCIL, NOVEMBER 16, 2017 MEETING

TO: THE MAYOR AND CITY COUNCIL
FROM: MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY
FOR ANIMAL POUND SERVICES
DATE: NOVEMBER 9, 2017
CC:

Please find attached the Intergovernmental Agreement (IGA) with Jefferson County for animal pound services. This is the same one from last year. While we did not use their services last year, it is good to have in place should the need ever rise.

BILL NO. 2679

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF JEFFERSON, MISSOURI FOR ANIMAL POUND
SERVICES**

WHEREAS, The City of Arnold, Missouri (the "City") and The County of Jefferson, Missouri. (the "County") entered into an Intergovernmental Agreement dated as of _____, 2017, as part of the enforcement and administration of the City's ordinance, maintains an animal control facility (the "Facility"); and

WHEREAS, The City finds it necessary due to periodic lack of an adequate animal control facility to enter into the Intergovernmental Agreement;

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

Section 1. The Mayor is hereby authorized and directed to enter into an agreement with the County Commission of Jefferson County, Missouri, regarding animal control services as provided for in Exhibit A.

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF NOVEMBER 2017.

President 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

November 7, 2017

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INTERGOVERNMENTAL AGREEMENT FOR HUMANE EUTHANASIA SERVICES

This agreement, made and entered into _____, between Jefferson County, Missouri, (hereafter, the "County") and the City of Arnold, Missouri (hereafter, the "City"). The County and the City mutually agree as follows:

WHEREAS, the County enacted an Animal Control ordinance applicable to the unincorporated areas of Jefferson County, Missouri, and, as part of the enforcement and administration of the ordinance, maintains a municipal pound (hereafter, the "Facility") duly licensed pursuant to the Animal Care Facilities Act (hereafter, the "ACFA"); and

WHEREAS, the City enacted an ordinance for the control of animals within the incorporated boundaries of the City, but does not have a sheltering facility with humane euthanasia capability; and

WHEREAS, the County and City mutually desire to enter into an agreement where the City may, at their expense, deliver any animals impounded within the limits of the City to the Facility to be boarded and cared for as required by the ACFA until humanely euthanized by means prescribed by the ACFA; and

NOW THEREFORE: The parties mutually agree as follows, to-wit:

1. The City may transport, at the City's expense, animals impounded in accordance with the ordinance of the City and held for the minimum holding periods as required by the ACFA, to the Facility to have the animals humanely euthanized in accordance with the requirements of the ACFA and Facility operations.
2. In the event that City delivers animals to County to be boarded, the County shall receive from the City, and the City shall pay to the County, the amount of Twenty Dollars (\$20.00) per day for each animal boarded and cared for by the County. The number of minimum business days of boarding shall be in accordance with the ACFA and other state statutes and Facility operations, as follows:
 - A. Animals with known owners shall be held by the City and/or County for an accumulated period of not less than ten (10) business days, before being placed up for a disposition as prescribed by the ACFA, unless redeemed by their owner.
 - B. Animals without a current rabies vaccination that are known to have bitten another animal or human within the previous ten (10) calendar days, shall be held in quarantine for a period of not less than ten (10) calendar days from the date of the bite, before being humanely euthanized, unless redeemed by their owner within two (2) calendar days of the completion of the rabies quarantine.

C. Stray animals, without a known owner, and that are not known to have bitten another animal or human, shall be held by the City and/or County for an accumulated period of not less than seven (7) business days, before being placed up for a disposition as prescribed by the ACFA, unless redeemed by their owner.

D. Animals whose ownership rights have been relinquished by their owner or animals determined to be feral by City officials shall be subject to immediate disposition as prescribed by the ACFA.

3. The City authorizes and instructs the County to humanely euthanize any animal having been previously impounded by City for the minimum number of required days and not reclaimed by its owner and determined by the County to be unadoptable. The City releases any animal not reclaimed by its owner and determined by the County to be adoptable to the County. The County, at the County's expense, will place the adoptable animal up for adoption or rescue for a period of three (3) calendar days. Any animal not rescued or adopted at the end of this period shall be humanely euthanized. The City shall pay the County the amount of Forty Dollars (\$40.00) for each animal euthanized.
4. If an owner claims an impounded animal, the County shall bill its normal boarding fee to the owner and shall retain the boarding fee received and shall not be required to account further to the City.
5. It is agreed that the County shall not be obligated to enforce its ordinances or the ordinance of the City, or pick up animals in the incorporated limits of the City. The County shall have no obligation to pick up any animals that are impounded by the City, in violation of the City's ordinance.
6. City shall indemnify and hold County harmless from and against any and all claims or actions and all expenses and costs (including attorneys' fees) incidental to the defense of any such claims or actions based upon or arising out of damage or injury to persons (including death) or property caused by or sustained in connection with County's performance of this Agreement.
7. The term of this agreement is for one year from the day of its execution. This agreement may be terminated by either party by providing a written notice thirty (30) days in advance.

City:

Mayor

City Clerk

JEFFERSON COUNTY, MISSOURI:

Kenneth B. Waller, Jefferson County, Missouri, Executive

Attest:

Randy B. Holman, County Clerk

By _____

Approved as to form:

Tony Dorsett, County Counselor

RESOLUTION NO: 17-71

A RESOLUTION RE-APPOINTING JAMES SOUTHWICK TO THE
FOUNDATION COMMISSION TO SERVE A THREE-YEAR TERM.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that James Southwick is hereby re-appointed to the Foundation Commission Board to serve a three-year term that will expire on September 15, 2020 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM

7 B

NAME OF TOPIC/PROJECT: A resolution authorizing the Mayor to execute a contract with the R.V. Wagner, Inc. to undertake certain bridge repair work in the City of Arnold.

SUMMARY EXPLANATION: This resolution authorizes the Mayor to execute a contract with the R.V. Wagner, Inc. to undertake bridge repair work for four bridges within the City of Arnold and maintained by the City.

RECOMMENDED ACTION: Approval.

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

What does this action accomplish? Correct contractor infrastructure deficiencies in four of our City bridges as identified by MoDOT from their inspections.

Positive impacts and to whom? All the general public who drive over the referenced bridges every day.

Negative impacts and to whom? None.

ADDITIONAL COMMENTS: All work will be done to address the concerns raised by MoDOT in their bi-annual bridge inspections.

SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name: R.V. Wagner, Inc. **Previous city contracts:** yes

Transaction amount: \$135,593.50 **MBE/WBE Participation:** NA

Transaction type: Contract

Comments: Bridge repair work.

SUMMARY OF SELECTION PROCESS

Number of bidders: 4 **Low bid:** \$135,593.50 **High bid:** \$176,251.00

Comments: The R. V. Wagner, Inc. is a qualified contracting firm capable of undertaking this project.

SUMMARY OF BUDGET/COST

Budgeted amount: \$130,000

Addl. funding required: Not at this time

Comments:

RESOLUTION N0: 17-73

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH R.V. WAGNER, INC. TO UNDERTAKE CERTAIN CITY
MAINTAINED BRIDGE REPAIRS FOR THE CITY OF ARNOLD.

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 the R.V. Wagner, Inc. to undertake certain City maintained bridge repairs 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: _____

NON-COLLUSION FORM

Scott Insema

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

R.V. Warner, Inc.
(NAME, INDICATE IF CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

President
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

[Signature]

By [Signature]

Subscribed and sworn to before me this 6 day of November, 20 17

BLAKE BOGGS
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: September 16, 2019
Commission Number: 15638326

Notary Public [Signature]


My commission expires on:

Affidavit of Work Authorization

Comes now Scott Insera (name) as President (office held) first being duly sworn, on my oath, affirm R.V. Wagner, Inc. (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to **THE BRIDGE MAINTENANCE AND REPAIR PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).


I also affirm that R.V. Wagner, Inc. (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **THE BRIDGE MAINTENANCE 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 Scott Insera

Title President Date 11/6/17

Subscribed and sworn before me the 6 day of November, I am commissioned as a notary public within the county of St. Charles, State of Missouri, and my commission expires on 9/16/19.

Signature of notary  Date 11/6/17

Hold Harmless Agreement

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

Pursuant to the requirements of the bid and contract for the Bridge Maintenance and Repair Project, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 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 statutory limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 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 insureds 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 sixty (60) 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 appropriate 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.

R.V. Wagner, Inc
NAME OF FIRM/CONTRACTOR

BY: [Signature]
NAME

President
POSITION

11/6/17
DATE

**ATTACHMENT A
 BID PROPOSAL FORM
 CITY OF ARNOLD, MISSOURI
 BRIDGE MAINTENANCE AND REPAIR PROJECT**

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

Pursuant to and in compliance with your Request for Bids dated October 6, 2017 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and any/all material plus perform all work necessary for undertaking the **BRIDGE MAINTENANCE AND REPAIR PROJECT** as all required by and in strict conformance with the Bid Specifications and addenda No. 0 to 2 inclusive at the unit & lump sum prices listed herein.

ITEM#	ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
POMME ROAD BRIDGE					
1	CLEANING STRUCTURAL STEEL	LS	1	24000.00	24000.00
2	CRACK AND JOINT SEALING	LF	150	3.25	487.50
3	REMOVAL OF DEBRIS	LS	1	1900.00	1900.00
4	SUBSTRUCTURE REPAIR (UNFORMED)	SF	120	86.00	10320.00
5	PROTECTIVE COATING CONCRETE BENTS (EPOXY)	LS	1	2600.00	2600.00
6	GUARDRAIL REPAIRS	LS	1	2100.00	2100.00
7	REMOVAL AND REINSTALLATION OF END DIAPHRAGMS	LS	1	5600.00	5600.00
	SUBTOTAL POMME ROAD BRIDGE				47007.50
ARNOLD TENBROOK BRIDGE					
8	ABUTMENT UNDERMINE REPAIR	LS	1	4600.00	4600.00
9	CRACK AND JOINT SEALING	LF	300	3.25	975.00
10	SILANE DECK SEALER	SF	14000	0.50	7000.00
11	GUARDRAIL REPAIRS	LS	1	2800.00	2800.00
	SUBTOTAL ARNOLD TENBROOK BRIDGE				15375.00
OZARK DRIVE BRIDGE					
12	CLEANING STRUCTURAL STEEL	LS	1	24000.00	24000.00
13	PROTECTIVE COATING CONCRETE BENTS (EPOXY)	LS	1	2600.00	2600.00
14	SILANE DECK SEALER	SF	1500	0.75	1125.00

ITEM#	ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
15	ASPHALT WEDGE BRIDGE APPROACHES	LS	1	4200.00	4200.00
16	REMOVAL AND REPLACEMENT OF SILICONE EXPANSION JOINT	LF	66	27.00	1782.00
	SUBTOTAL OZARK ROAD BRIDGE				33,707.00
	DUDLER STREET BRIDGE				
17	SUBSTRUCTURE REPAIR (UNFORMED)	SF	164	91.00	14924.00
18	REMOVAL OF DEBRIS	LS	1	1900.00	1900.00
19	FURNISH AND INSTALL TYPE 1 ROCK BLANKET	CY	2	440.00	880.00
	SUBTOTAL DUDLER ROAD BRIDGE				17,704.00
20	MOBILIZATION	LS	1	4800.00	4800.00
21	TRAFFIC CONTROL	LS	1	6200.00	6200.00

TOTAL BASE BID (SUBTOTAL 4 BRIDGES+ MOBILIZATION+ TRAFFIC CONTROL) 124,793.50

ADD ALTERNATE "A":
 SYSTEM H (BROWN) -POMME ROAD BRIDGE LS 5,400.00

TOTAL BASE BID+ ADD ALTERNATE A: 130,193.50

ADD ALTERNATE "B":
 SYSTEM H (BROWN) -OZARK DRIVE BRIDGE LS 5,400.00

TOTAL BASE BID+ ADD ALTERNATE A+B: 135,593.50

NAME OF BUSINESS

R.V. Wagner, Inc.

(If an individual)
SIGNATURE OF BIDDER

BUSINESS ADDRESS

4712 Green Park Rd.

TELEPHONE NO.

(314) 892-1600

(If Co-partnership)
FIRM NAME

SIGNATURE

BUSINESS ADDRESS

TELEPHONE NO.

(If a Corporation)
CORPORATE NAME

R.V. Wagner, Inc.

SIGNATURE

[Signature]

BUSINESS ADDRESS

4712 Green Park Rd.

TELEPHONE NO.

(314) 892-1600

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

See Attached

Name

Phone Number

Name

Phone Number

Name

Phone Number



R.V. Wagner Project References

**Tom Behan, City of St. Louis BPS
(314) 622-3535**

**Diane DeLonjay, City of Green Park
(314) 894-7336**

**Michael Padella, City of Weldon Spring
(636) 441-2110 X: 102**

**Gary Kramer, City of Ballwin
(636) 227-9000**

**Kathy Runge, Village of Twin Oaks
(636) 225-7873**

**Matt Dooley, City of Chesterfield
(636) 537-4766**

RESOLUTION NO: 17-74

**A RESOLUTION APPROVING AN AGREEMENT WITH STRATEGIC
CAPITOL CONSULTING FOR LEGISLATIVE SERVICES.**

WHEREAS, Jefferson County, Missouri issued a request for proposals and interviewed firms to provide legislative services; and

WHEREAS, after their extensive review, Jefferson County selected the firm of Strategic Capitol Consulting; and

WHEREAS, the City of Arnold believes it needs assistance in monitoring proposed state legislation and communicating our concerns to our state legislators; and

WHEREAS, the City of Arnold believes it would be most efficient and effective to partner with Jefferson County on such legislative efforts;

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

Section 1. The attached agreement with Strategic Capitol Consulting is hereby approved and the City's purchasing procedure is waived. The Mayor and/or City Administrator are authorized to sign any necessary documents to execute the agreement.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



Governmental & Business Development Consulting

**AGREEMENT TO PROVIDE LEGISLATIVE SERVICES
And BUSINESS DEVELOPMENT CONSULTING
For**

City of Arnold

This agreement is between the City of Arnold (hereinafter referred to as CA and Strategic Capitol Consulting (hereinafter referred to as SCC) and is intended to provide CA with consulting services in the State of Missouri as governed by the terms and conditions set forth below:

SCOPE OF SERVICES

SCC shall provide an ongoing review of all activities of the Missouri Legislature affecting CA by providing the following services:

- A) Monitor all legislation filed in the Missouri General Assembly affecting CA.
- B) Provide weekly updates of legislation affecting CA to representatives or officers as specified by the association.
- C) Establish and maintain a working relationship with elected state officials and their staffs on behalf of CA
- D) Pursue the passage or defeat of legislation as outlined by CA by representing CA in negotiations with governmental officials, legislators, and their staffs.
- E) Establish relationships with and lobby the appropriate state departments of behalf of CA.
- F) Develop and arrange with CA for testimony at committee

hearings to promote the legislative package of CA.

G) Provide Business Development assistance to CA.

PAYMENT FOR SERVICES RENDERED

For these services, SCC is to be paid the sum of \$2000/month for a period of one year to be paid in twelve (12) equal installments. Statements regarding such fee will be sent on the first of the month, each month, and payment is due upon receipt of the invoice. This agreement shall be for one calendar year commencing January 1, 2018 and ending December 31, 2018. Actual travel and entertainment expenses incurred, at the direction of CA, by SCC shall be reimbursed accordingly with mileage calculated at the current federal reimbursement rate. All payments should be made to Strategic Capitol Consulting, LLC, 16141 Swingley Ridge Road, Suite 110, Chesterfield, Mo 63017.

INDEPENDENT CONTRACTOR STATUS OF SELLER

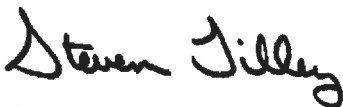
Neither SCC, nor any of its subcontractors, employees or agents, shall be deemed to be employees or agents of CA, it being understood that SCC is an independent contractor for all purposes and at all times. SCC shall be solely responsible for the withholding or payment of all federal, state, and local personal income taxes, Social Security, unemployment and sickness disability insurance and other payroll taxes with respect to SCC or his employees.

IN WITNESS WHEREOF, CA and SCC have executed this agreement, in duplicate, this 10th day of November 2017.

CITY OF ARNOLD
Bryan Richison

STRATEGIC CAPITOL
CONSULTING, LLC
Steven Tilley

By: _____

By:  _____

Title: City Administrator

Title: Owner