

City of Arnold, Missouri

City Council
Council Chamber

October 6, 2016
7:00 p.m.

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Reverend Carleton Norton – Retired
3. Roll Call
4. Business from the Floor:
5. Consent Agenda
 - A. Minutes from **September 15, 2016.**
 - B. Payroll Warrant **#1247 in the Amount of \$285,582.88**
Payroll Warrant **#1248 in the Amount of \$270,659.11**
 - C. General Warrant **#5675 in the Amount of \$504,799.71**
6. Ordinances:

NONE
7. Resolutions:
 - A. **Resolution No. 16-57:** A Resolution Authorizing the Mayor to Enter into a Contract with J. M. Marschuetz Construction Company to Provide Construction Services for the Pomme Road Storm Sewer and Curbs Inlet Replacement Project for the City of Arnold.
 - B. **Resolution No. 16-58:** A Resolution Authorizing the Mayor to Enter into a Contract with World Wide Technology, Inc.
 - C. **Resolution No. 16-59:** A Resolution Authorizing the Mayor to Enter into Agreement with National Joint Powers Alliance (HJPA), a Service Corporation
 - D. **Resolution No. 16-60:** A Resolution Appointing Richard Matheny to the Veteran Commission to Complete the Remainder of a Three-Year Term.
 - E. **Resolution No. 16-61:** A Resolution Waiving Bid Procedures and Authorizing the Purchase of New Pick-Up Truck for the City of Arnold

Community Development / Building Department through the State of Missouri
Procurement Contract.

8. Motion

- A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigation Pursuant to RSMo Section 610.021 (1).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

Next Regular City Council Meeting October 6, 2016 p.m.
Next Work Session October 13, 2016 at 7:00 p.m.

Mayor Ron Counts called the meeting to order at 7:03 p.m.

The Pledge of Allegiance was recited.

Pastor Pat Krepps from Oasis Church offered the opening prayer.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Ron Counts, Owens, Plunk (excused), McArthur, Amato, Fleischmann, Fulbright, Sullivan, Cooley, Richison, Holden, Sweeney, Boone, Blattner, Kroupa and Chief Shockey.

BUSINESS FROM THE FLOOR

Paul Poitras, 2160 Farmcrest Drive – Thanked the City and Ed Blattner for the Farmcrest Storm Water Project. He stated the street looks great and he is very happy it was done.

CONSENT AGENDA

- A. MINUTES FROM THE SEPTEMBER 1, 2016 MEETING**
- B. PAYROLL WARRANT NO. 1246 IN THE AMOUNT OF \$263,862.16**
- C. GENERAL WARRANT NO. 5674 IN THE AMOUNT OF \$845,622.99**

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

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

ORDINANCES

BILL NO. 2649 – AN ORDINANCE FIXING THE ANNUAL RATE OF LEVY FOR TAXES was read twice by City Clerk Tammi Casey.

Roll call vote: Owens, yes; Plunk, (excused); McArthur, yes; Amato, yes; Fleischmann, yes; Fulbright, yes; Sullivan, yes; Cooley, yes; 7 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 16-54 – A RESOLUTION APPOINTING MEMBERS TO THE ARNOLD COMMUNITY FOUNDATION

Vern Sullivan made a motion and so moved to approve Resolution No. 16-54. Seconded by EJ Fleischmann. Roll call vote: Owens, yes; Plunk, (excused); McArthur, yes; Amato, yes; Fleischmann, yes; Fulbright, yes; Sullivan, yes; Cooley, yes; 7 Yeas: **Resolution passed.**

RESOLUTION NO. 16-55 – A RESOLUTION APPOINTING AN ASSISTANT EMERGENCY MANAGEMENT DIRECTOR AND AUTHORIZING A STIPEND FOR ADDITIONAL DUTIES

Brian McArthur made a motion and so moved to approve Resolution No. 16-55. Seconded by David Owens. Roll call vote: Owens, yes; Plunk, (excused); McArthur, yes; Amato, no; Fleischmann, yes; Fulbright, yes; Sullivan, yes; Cooley, yes; 6 Yeas, 1 Nay: **Resolution passed.**

RESOLUTION NO. 16-56 – A RESOLUTION ENCOURAGING THE JEFFERSON COUNTY COUNCIL TO JOIN THE PRESCRIPTION DRUG MONITORING PROGRAM DEVELOPED BY ST. LOUIS COUNTY

After much discussion by council, **Phil Amato made a motion and so moved to amend Resolution No. 16-56 to include language that states “opt in to St. Louis County’s system or any other system that is beneficial to all residents”.** Seconded by Butch Cooley. Roll call vote: Owens, yes; Plunk, (excused); McArthur, no; Amato, yes; Fleischmann, yes; Fulbright, yes; Sullivan, yes; Cooley, yes; 6 Yeas, 1 Nay: **Resolution passed.**

Phil Amato made a motion and so moved to approve Resolution No. 16-56, as amended. Seconded by Butch Cooley.

Jason Fulbright then made a secondary motion to table Resolution No. 16-56, as amended and bring back to a work session. Seconded by EJ Fleischmann. The secondary motion supersedes the original motion. Roll call vote: Owens, yes; Plunk, (excused); McArthur, yes; Amato, no; Fleischmann, yes; Fulbright, yes; Sullivan, no; Cooley, no; 4 Yeas, 3 Nays: **Motion carried.**

MOTIONS

NONE

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Congratulated Susie Boone and her staff on a job well done regarding the 9-11 Ceremony. Mayor Counts also encouraged everyone to attend the Mayors Breakfast this Saturday as it will honor all of our first responders who worked so tirelessly during the flood last December.

EJ Fleischmann - Ward 1 – Echoed the Mayor's sentiments regarding Susie Boone and her staff.

Vern Sullivan – Ward 3 – Thanked Susie Boone for her work on Arnold Days and the 9-11 Ceremony.

Butch Cooley – Ward 4 – Informed council that the Liquor Committee met earlier tonight and asked City Clerk Tammi Casey to provide a report. Mrs. Casey stated that Sullivan Family Restaurants has purchased Bellecino's Restaurant and has applied for a Retail Liquor by the Drink and Sunday by the Drink Liquor License. The committee is recommending approval of the application by a unanimous vote.

Butch Cooley made a motion and so moved to approve the Retail Liquor by the Drink and Sunday by the Drink liquor license application for Sullivan Family Restaurants. Seconded by Vern Sullivan. Roll call vote: Owens, yes; Plunk, (excused); McArthur, yes; Amato, yes; Fleischmann, yes; Fulbright, yes; Sullivan, yes; Cooley, yes; 7 Yeas: **Motion carried.**

David Owens – Ward 2 – Stated the 9-11 Ceremony was wonderful and asked Susie Boone to thank her staff.

Phil Amato – Ward 3 – Informed council that David Crump, a Jefferson County resident won the prestigious Hawthorne Award.

Jason Fulbright – Ward 1 – Stated that he attended the MML Conference this week and thanked Omar Ruiz and Mary Holden for the presentation they gave there regarding disaster preparedness.

Brian McArthur – Ward 2 – Stated the 9-11 Ceremony was excellent.

ADMINISTRATIVE REPORTS

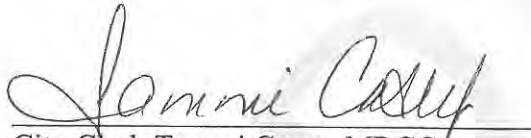
Chief Shockey – Informed council that an arrest has been made in regards to the recent shooting that occurred on Highway 55.

Bryan Richison – Encouraged everyone to attend the Mobile 9-11 exhibit that will be in the upper parking lot of the Rec Center October 4th through October 6th. Arnold Tourism is a sponsor of the event.

Susie Boone – Encouraged everyone to attend Arnold Days this weekend. There will be a Clydesdale horse at the park to greet everyone. The parade has around 100 entries and all of the booths have sold out. Also, KMOV will be broadcasting from the park Friday beginning at 9:00 a.m.

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

Meeting adjourned at 7:37 p.m.


City Clerk Tammi Casey, MRCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 9/15/2016

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO 2649	RESOLUTION NO 16-54	RESOLUTION NO 16-55	MOTION TO AMEND RESOLUTION NO 16-56
COUNCIL MEMBERS:							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	NO
COUNCIL:	PHIL AMATO	PRESENT	YES	YES	YES	NO	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		SUSIE BOONE	PRESENT	
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		ED BLATTNER	PRESENT	
COM DEV	MARY HOLDEN	PRESENT	TREASURER:		DAN KROUPA	PRESENT	
CITY ATTORNEY	BOB SWEENEY	PRESENT	POLICE DEPT.		CHIEF SHOCKEY	PRESENT	

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 9/15/2016

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BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: DAVID OWENS

COUNCIL: GARY PLUNK

COUNCIL: BRIAN MCARTHUR

COUNCIL: PHIL AMATO

COUNCIL: EJ FLEISCHMANN

COUNCIL: JASON FULBRIGHT

COUNCIL: VERN SULLIVAN

COUNCIL: BUTCH COOLEY

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV MARY HOLDEN

CITY ATTORNEY BOB SWEENEY

MOTION TO TABLE AMENDED RESOLUTION NO 16-56	MOTION TO APPROVE SULLIVAN FAMILY RESTAURANTS LIQUOR APPLICATION				
YES	YES				
EXCUSED	EXCUSED				
YES	YES				
NO	YES				
YES	YES				
NO	YES				
NO	YES				
		PARKS DIR:	SUSIE BOONE		
		PUBLIC WORKS:	ED BLATTNER		
		TREASURER:	DAN KROUPA		
		POLICE DEPT.	CHIEF SHOCKEY		

The Public Hearing was called to order by Mayor Counts at 7:00 p.m. City Clerk Tammi Casey made note of those in attendance: Mayor Counts, Owens, Plunk (excused), McArthur, Amato, Fleischmann, Fulbright, Sullivan, Cooley, Richison, Holden, Sweeney, Boone, Blattner, Kroupa and Chief Shockey.

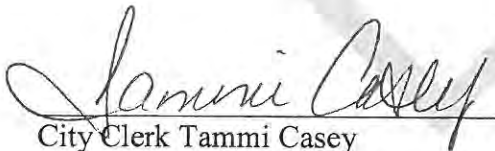
FIXING THE ANNUAL RATE OF LEVY FOR TAXES

City Administrator, Bryan Richison spoke briefly regarding the Missouri State Statute that requires an annual public hearing before setting the levy for real estate taxes.

COMMENTS FROM PUBLIC AND COUNCIL

NONE

The Public Hearing ended at 7:03 p.m.


City Clerk Tammi Casey

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM

7 A

NAME OF TOPIC/PROJECT: A resolution authorizing the Mayor to enter into a contract with the J.M. Marschuetz Construction Company to provide construction services for the Pomme Road Storm Sewer and Curb Inlet Replacement project.

SUMMARY EXPLANATION: The City needs to address the deteriorated and structurally failed corrugated metal storm sewer pipe along Pomme Road by a complete removal and replacement of the existing piping and curb inlets to provide proper storm water collection service.

RECOMMENDED ACTION: APPROVAL

Why is this action necessary? The Council must approve this expenditure due to the scope of work cost.

What does this action accomplish? This resolution approval will allow the City to proceed with proposed storm sewer and curb inlet replacement project.

Positive impacts and to whom? The residents along the section of Pomme Road plus all the driving public who drive Pomme Road every day.

Negative impacts and to whom? None

ADDITIONAL COMMENTS: This project is to replace the existing storm sewer pipe system at the exact existing elevations and diameter size of the pipe.

SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name: J.M. Marschuetz Construction

Previous city contracts: Yes

Transaction Amount \$208,484.00 (+ if any C.O.)

Transaction type: Contract

Comments: J. M. Marschuetz Construction is an experienced contractor capable of this project undertaking.

RESOLUTION NO. 16-57

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J. M. MARSCHUETZ CONSTRUCTION COMPANY TO PROVIDE CONSTRUCTION SERVICES FOR THE POMME ROAD STORM SEWER AND CURB INLET REPLACEMENT PROJECT FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with the J.M. Marschuetz Construction Company to provide Construction Services for the Pomme Road Storm Sewer and Curb Inlet Replacement Project for the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

ATTACHMENT A
 BID PROPOSAL FORM
 CITY OF ARNOLD, MISSOURI
POMME ROAD CURB INLET & STORM SEWER REPLACEMENT PROJECT

TO: CITY OF ARNOLD
 ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated 9/20/16, 2016 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 **POMME ROAD CURB INLET & STORM SEWER REPLACEMENT** as all required by and in strict conformance with the Bid Specifications and addenda No. to inclusive at the unit & lump sum prices listed herein.

UNIT PRICES

- | | |
|------------|--|
| Item No. 1 | Breakout, excavate and remove existing Corrugated Metal Pipe (CMP) per MSD standard trench width.

(\$ <u>26.00</u>) X 920 lineal feet = \$ <u>23,920.00</u> |
| Item No. 2 | Provide and install new 36 inch diameter Class III RCP or PP pipe including all pipe bedding of compacted crushed limestone screenings and compacted backfill per MSD standard details.

(\$ <u>83.50</u>) X 574 lineal feet = \$ <u>47,929.00</u> |
| Item No. 3 | Provide and install new 42 inch CMP diameter Class III RCP or PP pipe including all pipe bedding of compacted crushed limestone screenings and compacted backfill per MSD standard details.

(\$ <u>49.00</u>) X 308 lineal feet = \$ <u>30,492.00</u> |
| Item No. 4 | Provide and install new 15 inch CMP diameter Class III RCP or PP pipe including all pipe bedding of compacted crushed limestone screenings and compacted backfill per MSD standard details.

(\$ <u>89.00</u>) X 37 lineal feet = \$ <u>3,293.00</u> |
| Item No. 5 | Breakout, excavate, remove, form, pour, backfill, and all other work needed to make storm sewer connections in a new storm sewer curb inlet junction box location all in accordance with MSD standard specifications.

<div style="text-align: right;">Lump Sum = \$ <u>2,850.00</u></div> |
| Item No. 6 | Breakout, excavate, remove, form, pour, backfill, and all other work to make storm sewer connections in the new four curb inlet |

locations to replace the existing structures all in accordance with MSD standard specifications.

$$(\$ 2,600.00) \times 4 \text{ curb inlets} = \$ 10,400.00$$

Item No. 7 Pavement saw cutting to a depth necessary to allow for straight edge pavement removal.

$$(\$ 2.00) \times 1,000 \text{ lineal feet} = \$ 2,000.00$$

Item No. 8 Pomme Road pavement removal and replacement as necessary to allow the removal of existing pipe and the installation of the new RCP or PP pipe all in accordance with MSD and St. Louis County Highway Department standards.

$$(\$ 106.00) \times 250 \text{ sq yds} = \$ 26,500.00$$

Item No. 9 New 6 inch high asphalt curbing constructed in accordance with St. Louis County Highways and Traffic specifications.

$$(\$ 10.50) \times 900 \text{ lineal feet} = \$ 9,450.00$$

Item No. 10 Provide all necessary traffic control measures all in accordance with MUTCD standards.

$$\text{Lump Sum} = \$ 15,600.00$$

Item No. 11 Remove and replace all driveway approaches and replace in found condition or per these specifications.

$$(\$ 46.50) \times 200 \text{ sq yd} = \$ 9,300.00$$

Item No. 12 Provide and install new 42 inch diameter Flared End section with rock rip blanket in accordance with MSD standard specifications.

$$\text{Lump Sum} = \$ 2,350.00$$

Item No. 13 All other miscellaneous work to provide a complete new storm sewer pipe and inlet replacement project.

$$\text{Lump Sum} = \$ 25,000.00$$

$$\text{TOTAL BID} = \$ 208,484.00$$

(Items 1-13)

NOTE: Non-lump sum items will be field measured jointly with the contractor and City staff.

BID ALTERNATE UNIT PRICES

- A. Remove and replace below specified excavated depth an additional 12 inch depth and replace with three (3) to four (4) inch size crushed rock graded and rolled compacted.

\$ 55.00 / Square Yard

- B. Remove and replace below specified excavated depth an additional 18 inch depth and replace with six (6) to eight (8) inch size crushed rock graded and rolled compacted.

\$ 65.00 / Square Yard

- C. MSD Class A rock excavation.

\$ 150.00 / Cubic Yard

- D. MSD Class B rock excavation.

\$ 150.00 / Cubic Yard

- E. Hand excavation for yard sprinklers and irrigation systems as authorized by the City.

\$ 100.00 per lineal ft

- F. Temporary rock access drive connection where requested by the City.

\$ 500.00 per each

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 J.M. Maischuetz Construction

SIGNATURE Todd Waep

BUSINESS ADDRESS 15 Truitt Dr. Eureka, MO 63025

TELEPHONE NO. 636-938-3600

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

Name _____ Phone Number _____

Name _____ Phone Number _____

Name _____ Phone Number _____

J.M. Marschuetz Construction Co.
 15 Truitt Drive
 Eureka, MO 63026
 (636)938-3600
 (636)938-7411

SEWER PROJECT COMPLETED BY J.M.M.C. IN THE LAST 3 YEARS:

<u>Project Name</u>	<u>Project Location</u>	<u>Project Description</u>	<u>Project Amount</u>	<u>Project Contact</u>
Town South Interceptor Sanitary Relief	Metropolitan St. Louis Sewer District	Installation of 7100' + of 8" to 30" PVC. Rock Excavation, Pipe In Tunnel, 25 + Manhole Installation w/ frame and covers, Clearing, Pavement Restoration.	\$2,851,722.31	Kelly Kinder (314) 768-6200
Fishpot East Sanitary Relief	Metropolitan St. Louis Sewer District	Cleaning, installation of 4000' + of 8" to 27" PVC Sanitary Pipe, Rock Excavation, Manhole cover seals, manhole frame seals, install 20+ manholes, pipe in tunnel, site restoration	\$1,551,938.00	Chuck McFarland (314) 768-6200
Lake St. Louis Manhole Rehab	Public Water District No. 2 of St. Charles	Manhole Liner, Manhole Frame and Cover Replacement, Pipe Grouting, Cement Liner, Restoration	\$287,000.00	Nick Wolf 636-561-9737
Oak Valley Geyer Crossing	City of Frontenac / MSD	Cleaning & Grubbing, Installation of 2000' + of 12" to 66" RCP for storm water relief, grade control, rip rap, manhole and junction chamber installation, installation of sanitary laterals	\$854,000.00	Jeff Waplehorst (314) 994-3200
Shumate Franke Storm Water Improvements	City of Maryland Heights / MSD	Cleaning & Grubbing, Installation of 2400' of 12" to 48" RCP for storm water relief, grade control, erosion control, manhole and curb inlet installation, reinforced concrete channel, site restoration	\$581,704.00	Cliff Baber (314)291-6550

 **AIA** Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.M. Marschuetz Construction Co.

15 Truitt Drive
Eureka, MO 63025

OWNER:

(Name, legal status and address)

City of Arnold
2101 Jeffco Blvd
Arnold, MO 63010

BOND AMOUNT: * TEN PERCENT OF AMOUNT BID *****

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1400 American Lane Tower I, 19th Floor
Schaumburg, IL 60196

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

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

PROJECT:

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

Pomme Road Existing Storm Sewer and Curb Inlet Replacement

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

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

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

Signed and sealed this 20th day of September 2016

Wesley Montgomery
(Witness)

Jackie Sheldon
(Witness)

J.M. Marschuetz Construction Co.

(Principal)

Tom Wall

(Title) Vice President

Fidelity and Deposit Company of Maryland

(Surety)

Thomas O. Chambers

(Title)

Thomas O. Chambers, Attorney-in-Fact

Init.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS A. LITTLEFIELD, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Thomas O. CHAMBERS and Todd SCHAAP, both of Franksville, Wisconsin**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of August, A.D. 2016.

ATTEST:

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



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

Thomas A. Littlefield

*Vice President
Thomas A. Littlefield*

State of Maryland
County of Baltimore

On this 1st day of August, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS A. LITTLEFIELD, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski


*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*




STATE OF WISCONSIN)

COUNTY OF Kenosha)

ON THIS 20th day of September, 2016,
before me, a notary public, within and for said County and State, personally appeared Thomas O. Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Fidelity and Deposit Company of Maryland, a corporation of Maryland, created, organized and existing under and by virtue of the laws of the State of Maryland; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, Kenosha County, Wisconsin
My Commission Expires 1/22/2018



J.M. Marschuetz Construction 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

Todd Wace
(NAME, INDICATE IF CORPORATION,
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

Vice President
(OFFICE HELD IN BIDDER ORGANIZATION)

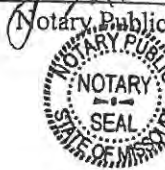
ATTEST:

[Signature]

By _____

Subscribed and sworn to before me this 20th day of September, 20 16.

Vicky Montgomery



VICKY MONTGOMERY
My Commission Expires
March 12, 2019
St. Louis County
Commission # 15390542

My commission expires on: _____

Affidavit of Work Authorization

Comes now Todd Wall (name) as Vice President (office held) first being duly sworn, on my oath, affirm J.M. Marschuetz Const. (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 **POMME ROAD CURB INLET & STORM SEWER REPLACEMENT PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that J.M. Marschuetz Const. (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 **POMME ROAD CURB INLET & STORM SEWER REPLACEMENT PROJECT** for the duration of the contract, if awarded.

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

Todd Wall
Signature

Todd Wall
Printed Name

Vice President
Title

9/20/16
Date

Subscribed and sworn before me the 20th day of September. I am commissioned as a notary public within the county of St. Louis. State of Missouri, and my commission expires on _____.

Vicky Montgomery
Signature of notary

Notary September 20, 2016
Date



VICKY MONTGOMERY
My Commission Expires
March 12, 2019
St. Louis County
Commission # 15390542



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and J.M. Marschuetz Construction Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **J.M. Marschuetz Construction Company**

Stanley F Bramer

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/02/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/02/2009

Date



Company ID Number: 186451

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: J.M. Marchetti Construction Company

Company Facility Address: 15 Thrift Drive

Eureka, MO 63025

Company Alternate Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 431447516

North American Industry Classification Systems

Code: 237

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Stanley F Bramer
Telephone Number: (636) 938 - 3600 ext. 105
E-mail Address: stan@marschuetz.com

Fax Number: (636) 938 - 7411

Name: Vicky L Montgomery
Telephone Number: (636) 938 - 3600 ext. 111
E-mail Address: vicky@marschuetz.com

Fax Number: (636) 938 - 7411

Hold Harmless Agreement

To the fullest extent permitted by law, J.M. Marschuetz Construction 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 **POMME ROAD CURB INLET & STORM SEWER REPLACEMENT 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 statutorily 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.

J.M. Marschuetz Construction
NAME OF FIRM/CONTRACTOR

9/20/16
DATE

RESOLUTION NO: 16-58

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH WORLD WIDE TECHNOLOGY, INC.**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Arnold, Missouri, that the Mayor be and is hereby authorized to enter into a contract with World Wide Technology, Inc. in the amount of \$11,000.64 (Eleven Thousand Dollars and 64 cents). This contract covers 14 New Work Stations, 14 Widescreen Flat-Panel Monitors and 3 Microsoft Office 2016 Sngl MVL 1 License for the City of Arnold, Missouri.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

September 29, 2016
Z:\CITYDOCS\RESOLUTN\16-58 World Wide Technology 2016.docx



World Wide Technology, Inc.

Sales Quotation	Submitted By	Submitted To
Quote Number: 4261124.1 Customer: City of Arnold, MO Quote Date: 09/06/2016 Quote Name: Dell workstations Contract: SOM - PVC - ST C211034001 Exp. Date: 09/30/2016	ISR: Divjak, Jay P: (314) 569-7786 Jay.Divjak@wwt.com AM:	Deion Christopher P: 636-282-6669 dchristopher@arnoldmo.org

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	730823935 DELL	Call	14	\$557.20	\$7,800.80
Description: Optiplex 7040 USFF 8 Gig Memory Configuration with Intregrated Graphics					
2	P2417H3 DELL	Call	14	\$175.76	\$2,460.64
Description: 24" LCD Widescreen Flat-Panel Monitor					
3	021-10559 MICROSOFT CORPORATION	Call	3	\$246.40	\$739.20
Description: Microsoft@Office 2016 Sngl MVL 1License					

Totals	
Product Total	\$11,000.64
Maintenance Total	\$0.00
Customer Total	\$11,000.64
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price:	\$11,000.64

This quote is WWT Confidential Information.
Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.
Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.
Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.
Products may only be returned in accordance with the original manufacturer's RMA policy.
Items returned after 30 days of receipt may not be returnable due to vendor restrictions.
All delivery dates are approximate and not guaranteed.
Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.
Title and risk of loss will transfer to Buyer at WWT's shipping point.
Payment terms are net 30, unless otherwise agreed to by both parties in writing.
All products and services are provided to Buyer in accordance with Seller's terms of sale:
<https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>
Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM

7 C

NAME OF TOPIC/PROJECT: A Resolution authorizing a purchasing cooperative agreement with the National Joint Power Alliance (NJPA).

SUMMARY EXPLANATION: This Resolution allows City departments to take advantage of a nationwide cooperative that may provide for time and costs savings on goods and services while still meeting competitive bidding requirements.

RECOMMENDED ACTION: APPROVAL.

Why is this action necessary? Council approval is required to allow the City to contract for these services.

What does this action accomplish? Allows the City to utilize a national cooperative in an effort to reduce costs.

Positive impacts and to whom? Citizens

Negative impacts and to whom? None

ADDITIONAL COMMENTS: None

RESOLUTION NO. 16-59

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH NATIONAL JOINT POWERS ALLIANCE (NJPA), A
SERVICE COOPERATIVE.

WHEREAS, Missouri State Statutes, 70.220 authorizes political subdivisions to participate in a joint purchasing programs; and

WHEREAS, the City of Arnold has adopted a purchasing policy, Ordinance 135.080 allowing the City to enter into agreements with other governmental entities for the joint exercise of purchasing authority as a means of meeting competitive bidding requirements; and

WHEREAS, the NJPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies; and

WHEREAS, the City of Arnold has the need on a timely basis to purchase various goods and/or services and may realize significant time and cost savings by utilizing the cooperative purchasing contracts of the National Joint Powers Alliance (NJPA).

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to execute a cooperative agreement with the National Joint Powers Alliance (NJPA) allowing the use of the NJPA cooperative purchase program for the purchase supplies, materials and services for the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

**NATIONAL JOINT POWERS ALLIANCE®
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as “NJPA”) and CITY OF ARNOLD, MO. (hereinafter referred to as “Governmental Unit”).

Recitals

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a “Joint Exercise of Powers Agreement” for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days’ written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party’s respective laws.
7. To purchase goods and services from NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the Governmental Unit’s governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The Governmental Unit will not use the goods available under NJPA contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

The Parties have executed this Agreement effective the date hereof.

Governmental Unit

National Joint Powers Alliance®

By _____
 AUTHORIZED SIGNATURE

 AUTHORIZED SIGNATURE

Its MAUDR _____
 TITLE

 TITLE

 DATE

 DATE

GOVERNMENTAL UNIT INFORMATION

Indicate an address to which correspondence may be delivered.

Name* CITY OF ARNOLD, MO

Address* 2101 JEFFCO BLVD

City, State, ZIP code* ARNOLD, MO 63010

Employer Identification Number 43-0993674

Contact person* Jeanette Yount

Title* AP Specialist

E-mail* jyount@arnoldmo.org

Phone* (636) 282-6663

Website www.arnoldmo.org

ORGANIZATION TYPE*

- K-12 (Public or non-profit)
- Government or municipality (Specify: municipality)
- Higher education (Public or non-profit)
- Other (Specify: _____)

REFERRED BY

- Advertisement _____
- Current NJPA member _____
- Vendor representative _____
- Trade show _____
- NJPA website _____
- Other _____

Return completed agreement to

National Joint Powers Alliance ®
 202 12th Street NE
 Staples, MN 56479

Duff Erholtz

Phone 218-894-5490
 Fax 218-894-3045
 E-mail duff.erholtz@njpacoop.org

**Denotes required information*

RESOLUTION NO: 16-60

A RESOLUTION APPOINTING RICHARD MATHENY TO THE
VETERAN COMMISSION TO COMPLETE THE REMAINDER OF A
THREE YEAR TERM.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Richard Matheny is hereby appointed to the Veteran Commission to serve the remainder of a three-year term, terminating on August 31, 2019 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

October 6, 2016

Z:\CITYDOCS\RESOLUTN\16-60 R Matheny Veteran Commission 2016.doc

Volunteer Profile

Name: RICHARD A. M. MATHENY Ward: 2

Home Address: 1777 RICHARDSON RD, APT 3045 Home Phone: (843) 908-7646

Fax: _____ Email: RICK.MATHENY.NAVY@GMAIL.COM

Preferred method of contact: Mail E-Mail Fax

If you represent an Arnold business, please complete the following:

Business Name : _____ Your Title of Position: _____

Business Address: _____ Business Phone : _____

Please list any community volunteer experience you have had.

PLEASE SEE ATTACHMENT AND RESUME

Have you previously served on a City board or commission? NO

If yes, please state the board of commission(s) and your dates of service.

Professional and employment background:

PLEASE SEE RESUME AND ATTACHMENT

Educational background:

PLEASE SEE ATTACHMENT

Please state briefly why you wish to be considered for a City volunteer commission:

PLEASE SEE ATTACHMENT

Would your service on a City commission be a conflict of interest for you? Y

Signature:  Date: 8/4/16

Richard Matheny
1777 Richardson Rd Apt 305
Arnold, MO 63010-6020
(843) 900-7606
rick.matheny.navy@gmail.com

QUALIFICATION SUMMARY:

Six years military experience with increasing levels of responsibility and management of multi-million dollar electronic equipment and sailors assigned to my team, including training, mentorship, and career advancement.

KEY SKILLS:

Leadership	Technical Research	Training	Critical Analysis
Security Clearance	Result Driven	Conflict Resolution	Budget Management

EXPERIENCE: United States Navy, Fire Controlman

2013 to 2015 Supervisor Norfolk, VA

- Served onboard USS STOUT (DDG 55)
- Developed, from the ground up, a training program that substantially increased proficiency in Harpoon Missile mission planning and the surface warfare team.
- Mentored and trained 3 subordinates, resulting in all three being qualified in an intensive Navy-wide qualification and promoted to the next paygrade.
- Supervised 4 separate Harpoon Missile onloads and offloads each containing a team of 12 team members and with zero safety incidents or technical incidents.
- Scheduled periodic maintenance actions while working with other departments in order to achieve the least amount of impact during high operational tempo time periods.
- Wrote yearly evaluation reports for subordinates on my team which impacted their promotion rate.
- Mentored subordinates on my team in areas of career growth and potential duties available to them based on their skill level, interest, and best promotion opportunity.

2010 to 2013 Gun Weapon System Technician Norfolk, VA

- Served onboard USS ROSS (DDG 71)
- Responsible for the operation, maintenance, and repair of computer systems associated with the Gun Weapon System, including maintenance scheduling, training, and electronics testing.
- Created the USS ROSS chapter of the Coalition of Sailors Against Destructive Decisions (CSADD) from the ground up, coordinating with the senior enlisted advisor, Executive Officer, and Commanding Officer to create a viable program. CSADD is a Navy-wide program that has gained instant momentum from its inception in 2009.

VOLUNTEER AND COMMUNITY:

2015 to Present	Member of the American Legion
2012 to 2013	Volunteer server with Catholic Charities, Norfolk, VA
2005 to 2009	Volunteer camera operator with Pinion Hills Community Church, Farmington, NM

EDUCATION:

2012	Harpoon Weapon System Technician (C) School, Dam Neck, VA
2010	Mk. 34 Gun Weapon System (C) School, Dam Neck, VA
2010	Non-Commissioned Officer Leadership Course, Great Lakes, IL
2009 to 2010	Advanced Technical Training, Fire Control Radar and Computer (A) school, Great Lakes, IL
2009	Basic Training, Recruit Training Command, Great Lakes, IL

Volunteer Profile Attachment

Professional and employment background:

I am currently a Field Service Engineer with Mettler-Toledo Safeline, a national product inspection company that primarily has customers in the food manufacturing company. I visit our customers in my region to certify and repair food safety metal detectors, most of which act as “critical-control points” or “CCPs” in compliance with the Food Safety Modernization Act of 2011 and Hazard Analysis Critical Control Point guidance set by the Food and Drug Administration.

Previously, I owned a small IT company in North Myrtle Beach, South Carolina, where I gained necessary experience in creating and managing a small business. I made the decision to close my doors due to the lack of demand for my industry.

Prior to that I served six years as Active Duty in the United States Navy, developing leadership and management skills, as well as a technical electronics background.

Education background:

While I have not graduated from a formal institution of higher learning, I have developed leadership and management skills through several military leadership courses, primarily of which is the Non-Commissioned Officers and Petty Officer’s leadership course, which focuses on conflict resolution, personnel management, sexual assault prevention and response, combat and operational stress control, and communication skills and styles. I also have an extensive electronics technical education through the Navy’s training courses.

Prior to service as an Active Duty Sailor, I attended and graduated from Farmington High School, located in Farmington, New Mexico, with honors.

Please state briefly why you wish to be considered for a City volunteer commission:

After I separated from active military service, I underwent a tough transitioning period. I spoke with several other veterans, some of them were friends, some of them were strangers, and I learned that this is something that all veterans go through. Some of them don’t make it through that, and unfortunately take their own lives. I am primarily seeking a position on the City of Arnold’s Veteran’s Commission because I would like to do my part in helping all of our community’s veterans. I believe that my time spent as an active duty serviceman gives me the experience to be able to relate the struggles that veterans deal with on a daily basis, and I believe that my leadership experience can be used to continue to lead my fellow veterans on the commission.

I am also seeking a position on the Police Personnel Review Board. Once again, I believe that my military leadership experience would be an asset in all aspects required of the board. I have previously provided both promotion and disciplinary recommendations for subordinates that worked for me, and as a former military member, I can relate to the stress of daily placing your life in peril for the safety of a community.

City of Arnold

Commission Volunteer Interest Sheet

Committed volunteers play an important part in shaping Arnold's future. Commission members assist the Board of Aldermen and Administration in developing policies and services, which reflect the needs and values of the entire Arnold community. As a member of a City commission or board, you serve as a respected community adviser to the City Council and Administration.

While volunteer involvement requires time and effort, it also provides an opportunity for genuine public service. In addition, you gain knowledge about the role of City government and its day-to-day operations.

If you are interested in joining other Arnold citizens in serving as volunteer commission members, please complete this volunteer interest sheet/profile and return it to:

Office of the City Administrator
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

Due to terms and other board requirements, there may not be a current opening on your desired board. However, your interest sheet and profile will be submitted to the Mayor for review and, if an opportunity is not immediately available, it will be placed on file for future consideration, as well. Questions about the purpose of, or volunteer commitment required for any of the commissions may be directed to Mary Ellen Cox, Administrative Assistant, at mcox@arnoldmo.org or 636-282-2383.

The Aging & Disabilities Commission

Economic Development Commission

Park and Leisure Services

Advisory Commission

Planning Commission

Public Facilities Corporation

Historic Preservation Commission

Board of Adjustment

Building Appeals Board

Personnel Board of Review

Police Personnel Board

Tourism Commission

VETERANS COMMISSION

To view a full description of the board and commissions go to www.arnoldmo.org and click on City Committees.

CITY OF ARNOLD, CITY COUNCIL, OCTOBER 6, 2016 MEETING

TO: THE MAYOR AND CITY COUNCIL
FROM: MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: BUILDING DEPARTMENT TRUCK
DATE: SEPTEMBER 28, 2016
CC: BRYAN RICHISON, CITY ADMINISTRATOR

The approved 2017 budget includes \$23,000 for the purchase of one replacement truck for our Building Department. The attached resolution is to waive the bid requirements since we will purchase the truck from the State bid. This is a similar request to Resolution 16-52 approved in September for the Public Works Department to purchase a F-350 pickup truck for various building maintenance purposes.

The Council adopted green fleet initiative states that the City should purchase the “most energy efficient vehicles possible that meet the operational and fiscal needs of the department . . .”. The operational needs of the Building Department require a truck. As mentioned in the past, there was a time when former police vehicles were used by the Building Department and that did not work out which is why the 1995 GMC trucks were purchased. Below are our operational needs:

- Construction sites are just that, a construction site with muddy roads, boulders, large machinery, trade vehicles, etc. Passenger vehicles are not suited for these sites.
- A truck is needed for higher clearance on these and other sites.
- A passenger vehicle does not have of the 4 x 4 capability to traverse uneven, rough sites.
- A 4 x 4 truck maneuvers and gets in and out in inclement weather while a passenger vehicle will not as has been the case the last few winter storms when the 4 x 4 Ranger was used to get to inspections.
- Need tool bin to carry rain gear, boots, tools, etc. for miscellaneous tasks.
- Heavy duty shocks needed for construction sites.
- A truck bed is needed to hold 6’ and 9’ ladders for snipe sign removal, to hold snipe signs and debris removal. A passenger vehicle is not conducive to enforcement such as snipe sign removal (stand in the bed of truck to get most signs), nor the capacity needed to load and haul items.
- Needed in response to emergency situations.

In addition, the resolution states “Non-Passenger vehicles shall qualify as one of the following: “High-Efficiency Vehicle”, “Low Emission Vehicle”, “Alternative Fuel”, or “Bi-Fuel Vehicle”. The F-150 is alternative fuel.

In November of 2013 we provided a wealth of information on compressed natural gas vehicles, hybrid trucks, electric vehicles and flex fuel showing why the then F-150 was the best to meet our operational and fiscal needs. As an update, GMC and Chevy no longer produce the hybrid trucks.

We respectfully request approval of Resolution 16-61 so the Building Department can purchase a new truck.

RESOLUTION NO: 16-61

A RESOLUTION WAIVING BID PROCEDURES AND AUTHORIZING THE PURCHASE
OF NEW PICK-UP TRUCK FOR THE CITY OF ARNOLD COMMUNITY DEVELOPMENT -
BUILDING DEPARTMENT THROUGH THE STATE OF MISSOURI PROCUREMENT
CONTRACT

WHEREAS, the City of Arnold recognizes the importance of maintaining a safe fleet of vehicles; and

WHEREAS, the City of Arnold recognizes the importance of maintaining a fleet that is cost efficient when it comes to maintenance and repairs; and

WHEREAS, the City of Arnold Building Department has two trucks that are twenty-one years old;

WHEREAS, our Green Fleet policy indicates "Non Passenger vehicles shall qualify as one of the following: "High-Efficiency Vehicle", "Low Emission Vehicle", "Alternative Fuel", or "Bi-Fuel Vehicle";

WHEREAS, the State of Missouri contract with Joe Machens Ford Lincoln for a Ford F-150 Regular Cab XL 4 x 4 qualifies as alternative fuel;

WHEREAS, a construction vehicle is needed in the routine course of duties for the building inspectors due to clearance, terrain, job duties and unexpected duties as assigned or requested and in emergency situations.

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

THAT THE CITY BE, and is hereby authorized to issue a purchase order for a new pick-up truck for the City's Community Development-Building Department in the amount of \$22,350 from Joe Machens Ford through the State of Missouri contract purchasing program 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: _____

September 30, 2016
Z:\CITYDOCS\RESOLUTN\16-61 Building pickup truck.doc

LIGHT DUTY TRUCKS – 2016 MODEL YEAR
(Statewide)

Contract Number: CC160235003

Contractor: Joe Machens Ford Lincoln

LINE ITEM 69 – Half (1/2) Ton Truck; 4x4; Regular Cab; Alternative Fuel

Commodity Service Code: 07007

UNSPSC Code: 25101507

MAKE/MODEL: Ford F-150 Reg Cab XL 4x4

PRICE: \$21,264.00

THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER

EQUIPMENT INCLUDED IN PRICE

3.5 Liter, Ti-VCT V6 cylinder engine; Flex Fuel	122" Wheelbase
209.3" Overall Length	Automatic 6 Speed Transmission
9.4" Ground Clearance	3.55 Rear Axle Ratio
Short Bed; 6' 5"	Regular Cab
1,700 Payload	4-Wheel ABS, Brakes
Power Steering	265/70R17 All Terrain Tires + full spare
Manufacturer's Standard Heating and Air Conditioning	Dual Frontal and Side Impact Air Bags
Painted Rear Bumper	Manufacturer's Standard AM/FM Radio
Cloth 40/20/40 Bench Type Seat	Two (2) Sets of Keys
Speed Control and Tilt Wheel	Vinyl Floor Covering
6,050 lbs GVWR	Electronic Shift Transfer Case/Auto Locking Hubs
Manual Windows & Locks	Cupholder
Dome Light	Grab Handles
Outside Temperature Display	12V Power Point
Tire Pressure Monitor	Curve Control
Hill Start Assist	Roll Stability Control

Available Exterior Colors: Caribou Metallic; Magnetic Metallic, Blue Jeans Metallic, Race Red, Blue Flame Metallic; Tuxedo Black Metallic, Ingot Silver Metallic, Green Gem Metallic, Oxford White

Available Interior Colors: Gray

EPA Fuel Mileage Per Gallon: City – 17 Fuel Tank Size: 23 gallon
Highway – 23
CAFÉ Rating – 32.70663

AVAILABLE OPTIONS

**Line Item 70 – Trailer Tow Mirrors \$90.00 (manual – requires items 80, 81 & 83)
\$520.00 (power – requires items 75, 80, 81 & 83) – MUST USE LINE ITEM 168 MISCELLANEOUS
OPTIONS/FEATURES TO PURCHASE THIS ITEM**

Line Item 71 – Daytime Running Lamps \$45.00

**Line Item 72 – Optional Rear Axle Ratio (Limited Slip) \$520.00
(3.73 – 3.5L V6 and 2.7L EcoBoost V6)**

Other Rear Axle Ratio Options:
A) 3.31 – 5.0L V8 \$420.00
B) 3.55 – 3.5L EcoBoost V6 \$470.00

MUST USE LINE ITEM 168 MISCELLANEOUS OPTIONS/FEATURES TO PURCHASE THESE ITEMS

Line Item 74 – 3rd Set of Keys (ignition and door locks) \$150.00

Line Item 75 – Power Windows, Power Door Locks & Power Exterior Mirrors \$950.00

<u>Line Item 77</u> – Fog Lights	<u>\$130.00</u>
<u>Line Item 78</u> – Off Road Tires (LT245/70R17E, 10 ply)	<u>\$80.00</u>
<u>Line Item 79</u> – GVWR/Payload Upgrade (7,600 GVWR / 2,810 Payload)	<u>\$3,300.00</u>

Payload upgrade includes the following changes:
Trailer tow package, 3.73 electronic locking rear axle,
LT245/70R17E all terrain tires, upgraded springs &
auxillary transmission oil cooler, H.D. payload package,
17” wheels, 5.0L V8 engine, long bed

<u>Line Item 80</u> – Long Bed (8’ bed, 141” wheelbase)	<u>\$420.00</u>
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<u>Line Item 81</u> – Engine: Larger Size (5.0L V8; FFV)	<u>\$1,550.00</u>
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Additional Engine Option:
3.5L EcoBoost V6 Turbo **\$1,850.00**
MUST USE LINE ITEM 168 MISCELLANEOUS OPTIONS/FEATURES TO PURCHASE THIS ITEM

<u>Line Item 82</u> – Engine: Smaller Size 2.7L V6 EcoBoost; gasoline	<u>\$790.00</u>
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<u>Line Item 83</u> – Towing Package: Manufacturer’s Standard (includes 4 pin/7 pin wiring, auxillary oil transmission cooler, Class IV Trailer Hitch, upgraded front stabilizer bar)	<u>\$480.00</u>
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Additional Two Package Option:
(includes 4 pin/7 pin wiring & Class IV Hitch) **\$195.00**
MUST USE LINE ITEM 168 MISCELLANEOUS OPTIONS/FEATURES TO PURCHASE THIS ITEM

PROPANE AND/OR CNG PREP PACKAGE AVAILABLE? YES
(must add 5.0L V8 engine & CNG/Propane Gaseous Engine Prep. Pkg. – call for tank sizes and pricing)

DELIVERY: 90-120 days ARO – Subject to Delays

WARRANTY: 3 year (36,000 miles) bumper to bumper; 5 year (60,000 miles) on the power train.