



**City Council Meeting
Council Chamber**

**September 7, 2023
7:00 P.M.**

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/85044221604?pwd=bWE5OGVaM201ZGdzNIhjQW9paW5mdz09>

Dial-in Number: 312 626 6799

Meeting ID: 850 4422 1604

Passcode: 167596

AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
 - A. Regular Council Meeting Minutes from **August 17, 2023.**
 - B. Payroll Warrant **#T00524 in the Amount of \$348,076.13.**
 - C. General Warrant **#5841 in the Amount of \$292,249.90.**
5. Ordinances:

Resolutions:

- A. **Resolution #23-39** A Resolution Authorizing the Mayor to Enter into a Contract with Cochran Engineering to provide Preliminary Engineering Services and a Grant Application for the Project at Intersection of Missouri State Road and Lonedell Road.
- B. **Resolution #23-40** A Resolution Authorizing the Mayor to Enter into an Agreement with Midwest Pool Management.
- C. **Resolution #23-41** A Resolution Authorizing the Mayor to Enter into a Contract with Fred M. Luth and Sons to Provide Construction Services for the Evergreen Subdivision Detention Basin Project for the City of Arnold.
- D. **Resolution #23-42** A Resolution Authorizing the Mayor to Enter into a Contract with PCX Constructions LLC. to Provide Construction Services for the Christ Dr. to a Street and June Dr. Stormwater project for the City of Arnold.
- E. **Resolution #23-43** A Resolution Authorizing the Mayor to Sign the Annual Quote from CityWorks.
- F. **Resolution #23-44** A Resolution Approving the Purchase of a Speed Trailer from Applied Concepts, d/b/a, Stalker Radar.

6. Motions:

- A. A Motion to Approve Liquor License Applications
- B. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for Discussing Litigation and Real Estate Pursuant to RSMo Section 610.021(1) and (2).

7. Reports from Mayor and Council

8. Administrative Reports

9. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100.

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

The council meeting was also presented live via Zoom Video Conferencing.

The pledge of allegiance was recited. Councilman Rodney Mullins offered the prayer.

ROLL CALL

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

Mayor Counts recognized Boy Scout Logan Gallagher from Troop 419, who was in the audience working on his Citizenship in the Community Badge.

BUSINESS FROM THE FLOOR

Brian Waldrop with Operation Clean Stream spoke to council regarding the annual water shed clean up event, which will take place this year on Saturday, August 26th. He is requesting assistance from the City with the use of a truck and possibly two employees to pick up the trash. Mayor Counts stated the City will certainly be there and commended Mr. Waldrop and the volunteers who help to keep our city pollution free.

CONSENT AGENDA

- A. REGULAR COUNCIL MEETING MINUTES FROM AUGUST 3, 2023**
- B. PAYROLL WARRANT #T00502 IN THE AMOUNT OF \$355,941.29**
- C. GENERAL WARRANT #5840 IN THE AMOUNT OF \$1,088,370.04**

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Rodney Mullins. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

ORDINANCES

BILL NO. 2861 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AMENDING CHAPTER 220 OF THE ARNOLD CODE OF ORDINANCES BY ESTABLISHING ARTICLE VI LANDLORD REGISTRATION TO INCLUDE DEFINITIONS AND REQUIREMENTS RELATED THERETO was read twice by City Clerk Tammi Casey. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

BILL NO. 2862 – AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF ARNOLD, PURSUANT TO ARTICLE XIV, SECTION 2.6 (5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION was read twice by City Clerk Tammi Casey. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

BILL NO. 2863 – AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE FISCAL YEAR 2024 BUDGET was read twice by City Clerk Tammi Casey. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

BILL NO. 2864 – AN ORDINANCE AMENDING CHAPTER 120, ARTICLE III, OF THE CODE OF ORDINANCES RELATING TO DISCLOSURE OF CONFLICTS OF INTERESTS AND SUBSTANTIAL INTERESTS was read twice by City Clerk Tammi Casey. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO. 23-31 – A RESOLUTION AUTHORIZING PAYMENT TO MISSOURI BRUSH CONTROL FOR THE CITY OF ARNOLD

Gary Plunk made a motion and so moved to approve Resolution No 23-31. Seconded by Bill Moritz. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-32 – A RESOLUTION APPROVING A QUOTE FROM LIFTOFF FOR MICROSOFT OFFICE 365 LICENSES

Bill Moritz made a motion and so moved to approve Resolution No 23-32. Seconded by EJ Fleischmann. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-33 – A RESOLUTION APPROVING A QUOTE FROM ICC COMMUNITY DEVELOPMENT SOLUTION FOR LASERFICHE TECHNICAL SUPPORT

Mark Hood made a motion and so moved to approve Resolution No 23-33. Seconded by Gary Plunk. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-34 – A RESOLUTION APPROVING A QUOTE FROM SHELTON LANDSCAPE AND MAINTENANCE FOR CONSTRUCTION OF THE VETERANS MEMORIAL

Rodney Mullins made a motion and so moved to approve Resolution No. 23-34. Seconded by Gary Plunk. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-35 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JEFFERSON COUNTY COLLECTOR FOR TAX COLLECTION

EJ Fleischmann made a motion and so moved to approve Resolution No. 23-35. Seconded by Gary Plunk. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-36 – A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CERTAIN COLLECTIVE BARGAINING AGREEMENTS

Jason Fulbright made a motion and so moved to approve Resolution No. 23-36. Seconded by Brian McArthur. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-37 – A RESOLUTION AUTHORIZING THE EXTENSION OF A COLLECTIVE BARGAINING AGREEMENT

Jason Fulbright made a motion and so moved to approve Resolution No. 23-37. Seconded by Brian McArthur. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-38 – A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL FROM PRECISION CONCRETE CUTTING TO PROVIDE REMOVAL OF SIDEWALK TRIP HAZARDS FOR THE CITY OF ARNOLD

Butch Cooley made a motion and so moved to approve Resolution No. 23-38. Seconded by Mark Hood. Roll call vote: McArthur, yes; Plunk, yes; Moritz, yes; Hood, yes; Mullins, yes; Fleischmann, yes; Cooley, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

MOTIONS

A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS

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

REPORTS FROM MAYOR AND COUNCIL

Mayor Counts – Glad the negotiations for the collective bargaining agreements went well and stated the City will always support our police officers.

Gary Plunk, Ward 4 – Stated the Veterans Commission had a meeting this week and deferred his time to Rodney Mullins for an update.

Rodney Mullins, Ward 3 – Stated the Veterans Commission will hold a trivia night on October 21, 2023 at the Rec Center. Donations for raffle baskets would be appreciated. The annual Veterans Day parade will take place Friday, November 10th this year.

Butch Cooley, Ward 4 – Thanked Bryan Richison for his work on the annual budget.

Bill Moritz, Ward 2 – Encouraged council and staff to attend the tour of Republic Services recycling center, which will be hosted by Susan Piazza next Tuesday.

Jason Fulbright, Ward 1 – Stated he was happy with the outcome of the FOP contract negotiations.

ADMINISTRATIVE REPORTS

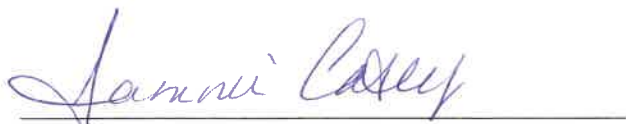
Bryan Richison – Thanked staff for their hard work on the annual budget. This is one of the most important tasks we do each year. Mr. Richison also thanked Chief Carroll and Bob Sweeney for their work on the new FOP contracts and is glad the negotiations went so well.

Bob Sweeney – Echoed everyone's sentiments regarding the FOP contracts, as a safe community is a prosperous community.

A motion to adjourn the meeting was made by Rodney Mullins. Seconded by Bill Moritz.

Voice vote: All Yeas.

Meeting adjourned at 7:36 p.m.


City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 8/17/2023

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO 2861	BILL NO 2862	BILL NO 2863	BILL NO 2864
COUNCIL MEMBERS:							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BILL MORITZ	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	RODNEY MULLINS	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DAVE CRUTCHLEY			PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	JUDY WAGNER			PRESENT
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:	DAN KROUPA			PRESENT
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.	LT CHRISTOPHER			PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

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BILL NO - RESOLUTION - MOTION

		RESOLUTION NO 23-31	RESOLUTION NO 23-32	RESOLUTION NO 23-33	RESOLUTION NO 23-34	RESOLUTION NO 23-35	RESOLUTION NO 23-36
COUNCIL MEMBERS:							
MAYOR	RON COUNTS						
COUNCIL:	BRIAN MCARTHUR	YES	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	YES	YES	YES	YES	YES	YES
COUNCIL:	BILL MORITZ	YES	YES	YES	YES	YES	YES
COUNCIL:	MARK HOOD	YES	YES	YES	YES	YES	YES
COUNCIL:	RODNEY MULLINS	YES	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	YES	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	YES	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	YES	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON						
CITY CLERK	TAMMI CASEY						
COM DEV	DAVID BOOKLESS						
FINANCE DIRECTOR	BILL LEHMANN						
CITY ATTORNEY	BOB SWEENEY						
				PARKS DIR:		DAVE CRUTCHLEY	
				PUBLIC WORKS:		JUDY WAGNER	
				TREASURER:		DAN KROUPA	
				POLICE DEPT.		LT CHRISTOPHER	

RESOLUTION NO: 23-39

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH CONCHRAN ENGINEERING TO PROVIDE
PRELIMINARY ENGINEERING SERVICES AND A GRANT
APPLICATION FOR THE PROJECT AT INTERSECTION OF MISSOURI
STATE RD AND LONEDELL RD.

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 Cochran Engineering to provide preliminary engineering services and complete a grant application for a project at the intersection of Missouri State Rd and Lonedell Rd. The contract is not to exceed \$150,000.00.

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: _____



Architecture
Civil Engineering
Land Surveying
Site Development

737 Rudder Road
St. Louis, Missouri 63026
Telephone: 314-842-4033
Fax: 314-842-5957
E-Mail: david@cochraneng.com

August 22, 2023

Mrs. Judy Wagner
City Engineer
City of Arnold
2900 Tenbrook Rd.
Arnold, MO 63010

**RE: Proposal – Grant Application and Preliminary Engineering Services
MO State Road STP Project**

Dear Mrs. Wagner:

Thank you for giving Cochran the opportunity to submit this proposal to provide application and preliminary engineering services for the above referenced project. In accordance with previous correspondence and our discussion earlier today, we offer the following professional services:

SCOPE OF SERVICES:

1. Preliminary Engineering Phase –

Potential Roundabout at the intersection of MO State Road and Lonedell Road – we will provide a preliminary/conceptual traffic study and driveway layout prior to making an STP Application to EWG. Specifically, we will analyze the approach grades and study the impact of lowering the entire roundabout area 2-4 ft to improve sight distance of Kirkham Dr and Lonedell Eastbound traffic. Tasks will include the following:

- a. Perform traffic counts on Lonedell Road and MO State Road.
- b. Topographic survey covering sufficient area to develop Roundabout plans for the project.
- c. A survey baseline shall be established.
- d. Roadway cross-sections shall be obtained at 50-foot intervals, a sufficient distance beyond the anticipated construction limits, to determine earthwork quantities and drainage patterns. All swales, ditches or other drainage courses shall be included with flow line elevations. Additional cross-sections as required for clarity shall be taken as needed.
- e. Existing utilities shall be located and plotted.
- f. Preliminary plans to include: field survey data, topographic information of the existing intersection and roadways, existing utilities, proposed improvements in accordance with the proposed preliminary roundabout layout, roadway profile elevations, approach grade changes, roundabout/roadway cross-sections, and site distance evaluations from all roadways.

- g. Site plan showing roundabout improvements and needed removals.
 - h. Provide truck turning movements via AutoDesk Vehicle Tracking.
 - i. Analyze impacts of potential right-of-way acquisition.
 - j. Submit preliminary roundabout drawings to the City for review and comment.
 - k. Provide the City with preliminary estimate of construction cost.
2. **Application Phase** – we will prepare and submit the application in accordance with the attached cost estimate. The application is a very detailed and involved process; here are some of the questions and information required on the application:
- a. Project map showing limits of improvements
 - b. Definition and description of roadway characteristics
 - c. Written description of proposed project
 - d. Proposed Cross Section
 - e. Detailed Map showing improvements and connections to transit Routes, activity centers, and schools
 - f. Written project justification – 1) proposed improvement, 2) transportation problem the improvement will address, 3) effect the improvement will have on the problem, and 4) transportation demand management strategies
 - g. Average daily traffic (ADT) counts
 - h. Pavement Condition – PASER Analysis
 - i. Description of bicycle and pedestrian elements
 - j. Detailed cost estimate
 - k. Project implementation schedule

Note: the following items are not included in this proposal and considered Final Design services/tasks:

- Right-of-Way Document Preparation
- Roundabout warping plans with spot grades.
- Culverts and retaining walls (if necessary) plans and specifications.
- Street lighting plans and specifications.
- Final cross-sections of the proposed improvements at 50 foot intervals.
- Traffic handling and detouring plans with signage.
- Erosion control plans and details.
- A complete set of contract documents and technical specifications including tabulation of bid quantities and current prevailing wage rates.
- Utility Coordination: contacting all utilities that may be affected by this project and providing them with the roundabout and roadway improvement plans to help facilitate the utility relocations if needed.

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.

FEE:

1. The total amount of fee to be paid for the "Preliminary Engineering Phase" outlined in this proposal shall be a lump sum fee of \$145,000.00.
2. The total amount of fee to be paid for the "Application Phase" outlined in this proposal shall be a lump sum fee of \$5,000.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-220-7016. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Arnold

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter (“Proposal”), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement (“Contract”) between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran’s invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client’s dispute. If Client fails to pay in full any of Cochran’s invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client’s failure to pay any of Cochran’s invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran’s fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran’s profession working in the same locale.
9. If, and to the extent that Cochran’s scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition (“General Conditions”) If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client’s employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client’s knowledge, all hazardous and/or toxic substances located on the site.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran’s reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall be the property of the City.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Updated 01/2016

Initials_____

RESOLUTION NO: 23-40

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH MIDWEST POOL MANAGEMENT

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into an agreement with Midwest Pool Management in the amount of \$719,470

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Operational Services for the City of Arnold

Indoor Pool Hours: Winter

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from September 1st, 2023- May 24th, 2024 and August 19, 2024 - August 31, 2024. The pool shall normally be for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon bather loads:

Monday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Tuesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Wednesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Thursday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Friday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	10:00 a.m. - 4:00 p.m.
2 Guards	3:30 p.m. -8:00 p.m.
4 Guards	3:45 p.m. - 8:30 p.m.

Saturday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	6:45 a.m.-12:00 p.m.
2 Guards	9:30 a.m.-1:30 p.m.
4 Guards	11:45 a.m.-5:00 p.m.
2 Guards	1:30 p.m.- 5:30 p.m.

Sunday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	8:45 a.m.-12:00 p.m.
4 Guards	11:45 a.m.-3:00 p.m.
2 Guards	11:45 a.m.- 5:00 p.m.
4 Guards	2:45 p.m.-5:30 p.m.

Indoor Pool Hours: Summer

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Indoor Pool from May 25th, 2024 - August 18th, 2024. On inclement weather days when the outdoor pool is closed, the indoor pool will be open for recreational swim.

Monday's

Manager	1:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
4 Guards	1:15 p.m.-5:00 p.m.
2 Guards	4:00 p.m. -8:00 p.m.
4 Guards	5:00 p.m. - 8:30 p.m.

Tuesday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Wednesday's

Manager	1:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
4 Guards	1:15 p.m.-5:00 p.m.
2 Guards	4:00 p.m. -8:00 p.m.
4 Guards	5:00 p.m. - 8:30 p.m.

Thursday's

Manager	3:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
2 Guards	3:45 p.m. -7:30 p.m.
2 Guards	6:00 p.m. -8:30 p.m.

Friday's

Manager	1:00 p.m.-8:30 p.m.
2 Guards	5:15 a.m.-12:15 p.m.
2 Guards	12:00 p.m.-4:00 p.m.
4 Guards	1:15 p.m.-5:00 p.m.
2 Guards	4:00 p.m. -8:00 p.m.
4 Guards	5:00 p.m. - 8:30 p.m.

Saturday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	6:45 a.m.-12:00 p.m.
2 Guards	9:30 a.m.-1:30 p.m.
4 Guards	11:45 a.m.-5:00 p.m.
2 Guards	1:30 p.m.- 5:30 p.m.

Sunday's

Manager	11:30 a.m.-5:30 p.m.
2 Guards	8:45 a.m.-12:00 p.m.
4 Guards	11:45 a.m.-3:00 p.m.
2 Guards	11:45 a.m.- 5:00 p.m.
4 Guards	2:45 p.m.-5:30 p.m.

There is an additional 175 open pool hours for the indoor aquatic center. The City of Arnold will choose 10 days that the Fox C-6 School District has days off for students in which we will open the pool additional open swim hours from 12:00 p.m.-4:00 p.m.

Outdoor Pool Hours

Midwest Pool Management shall provide for the operation of the Arnold Recreation Center Outdoor Pool from May 25th, 2024 - August 31st 2024. The pool shall normally be staffed for all public session swimming times at the following levels. Changes to these staffing levels will be made based upon weather and bather loads:

Monday- Sunday

Manager	9:30 a.m.-7:30 p.m.
Head Guard	9:00 a.m.-7:45 p.m.
12 Guards	10:45 a.m.-7:15 p.m.

The not to exceed salary budget includes 175 additional open pool hours for the outdoor pool.

Note: The last three weeks of the season when colleges and high schools resume classes, the pool will be closed Monday – Friday and be open only on Saturdays, Sundays, and holidays at regular open swim hours. Midwest Pool Management will make every effort to follow the Fox C-6 school district calendar for school schedule purposes, but with colleges, private schools and public school sports schedules typically resuming before the Fox C-6 school district returns, in order to safely staff the pools, the amended schedule noted above will apply.

During these hours of operation, Midwest Pool Management will provide the following services:

- Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the pool.
- Maintain any records as reasonably required by the City.
- Furnish and supply all first-aid supplies, adequate to the size and operation of the Arnold Recreation Center. The First Aid Kit will carry supplies for a minimum of 50 persons and at a minimum include: adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, large bandage patch. First Aid Kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. Midwest Pool Management shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on duty personnel. Midwest Pool Management will also provide an emergency oxygen tank.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool.
- Work with the City in handling complaints users may have, reporting all complaints to the Parks and Recreation Director or designated representative.
- Conduct in-service training as per guidelines of Starfish Aquatics or equivalent.
- Conduct in-house safety audits at least once per month.
- Midwest Pool Management will retain a record of all problems brought to their attention. This log can be reviewed by the City at any time. A daily log of communication will be kept in the manager's office for the managers and designated City personnel to review on a daily basis.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Power wash or hose deck daily.
- Perform safety checklist daily.
- Clean the entire Arnold Recreation Center complex, including: guard and manager office areas, bathhouse, all areas within the fencing, and restrooms in a clean and orderly condition by the proper collection of waste, garbage and all other debris. Cleaning to be completed prior to operational hours.
- Maintain tests and records as required by State of Missouri and City and meet all requirements for such.
- Furnish, store and supply the necessary chemicals for operation of the pools

Services provided for opening the outdoor facility:

Midwest Pool Management will provide the following services in preparing the pool for opening day.

Upon notice to proceed from the City, Midwest Pool Management will begin interviewing and hiring staff.

Midwest Pool Management has 20 lifeguard training instructors on staff. Lifeguard training classes begin in January and are offered on a continuing basis throughout the spring and early summer.

In May, Managers and assistant managers must also attend a manager's training class that focuses on customer service, ADA compliance, hazardous material training, chemical balance and testing, scheduling, accident report documentation requirements, and leadership skills.

In May, all staff including managers will have on-site training that includes site specific lifeguard zone coverage, rules and rule enforcement and site specific Emergency Action Plans.

Managers, Assistant Managers and Head Guards receive information on daily and weekly opening and closing procedures.

In early May, MPM staff will perform the following tasks:

- Power wash all decks
- Clean and stock bathrooms
- Vacuum the pools as often as necessary to have clean
- Clean pool area within 25 feet of pool enclosure
- Bring furniture out of storage, clean and arrange
- Get rescue tubes, fanny packs, first aid kit and other safety equipment prepared
- Establish staff schedule
- Schedule all staff on-site orientation
- Setup and prepare for usage all movable equipment, including tables, chairs, lounges, lifeguard chairs, diving boards, etc.
- Clean, inspect and prepare vacuuming equipment.
- Inspect and prepare all hoses.
- Check and clean all drains, including drain covers.
- Drain and clean pools.
- Fill pools.
- Install ladders and handrails, place and clean furniture.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Owner.
- Test all pumps and motors to the attractions: lazy river, slide, raindrop, bubblers, etc.
- Circulate water through filtration system.
- Furnish, store, and inject necessary chemicals for operation of the pools.
- Backwash filters and inspect for any defects.
- Prepare bathhouse for opening.

Swim Lessons

City of Arnold will manage and staff swim lessons. Midwest Pool Management will provide lifeguards during lesson times as listed on Pages 1 – 3 of this agreement.

Management Fee

The management fee includes the furnishing of preseason opening of the outdoor pools, insurance, administrative fees, chemicals, overhead, profit and other incidental costs not covered in the not to exceed salary budget portion. Management fee is a total for indoor and outdoor pool operations.

Sept. 1, 2023 - August 31, 2024

\$89,100

Not To Exceed Salary Budget

The not to exceed salary budget includes the salaries for managers, assistant managers, head guards and lifeguards required to operate the indoor and outdoor pools as per the hours of operation per the request for proposal from the City of Arnold. With the current state of the aquatics industry, Midwest Pool Management is making every effort to provide a cost-effective operation to our customers. Surrounding communities continue to raise their rates for comparable positions. Should these salaries effect our ability to retain staff at our current salary rates, Midwest Pool Management will present new pricing to the City in order to stay competitive in the market. The City will have 30 days to accept the new pricing or contract will be terminated. City will owe Midwest Pool Management the amount to cover any services rendered at the time of termination.

Sept. 1, 2023-August 31, 2024

\$630,370

***This not-to-exceed salary amount is based on the hours and staffing levels from the City of Arnold. Weather and bather loads will be monitored and when conditions warrant, staffing levels may be reduced when safely feasible.**

At the City's request, MPM can provide staff for additional services outside the scope of this agreement at swimming facilities only. The City will be invoiced at the rates detailed below:

Manager	\$30.30/hour
Assistant Manager	\$24.24/hour
Head Guard	\$21.21/hour
Lifeguard	\$18.18/hour
Janitorial	\$18.18/hour



IN WITNESS WHEREOF, the parties have made and executed this addendum to the contract dated _____ in multiple copies, each of which shall be an original.

CITY OF ARNOLD

MIDWEST POOL MANAGEMENT

By:

By: Crissy Withrow, President

ATTEST:

ATTEST:

By:
Name, Title

By:
Name, Title

RESOLUTION NO: 23-41

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH FRED M. LUTH AND SONS TO PROVIDE
CONSTRUCTION SERVICES FOR THE EVERGREEN SUBDIVISION
DETENTION BASIN 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 Fred M. Luth and Sons to provide construction services in the amount of \$31,300.00 for the Evergreen Subdivision Detention Basin Project for the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this ___ day of _____, by and between Fred M Luth and Sons hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on _____ and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the **Evergreen Subdivision Detention Basin Project** in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

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

Article 2. TIME OF COMPLETION:

Work on the **Evergreen Subdivision Detention Basin Project** must begin and shall be carried on at a rate to secure its full completion in 30 calendar days. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Public Works Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on Bid Form of \$31,300 attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **Evergreen Subdivision Detention Basin Project**.

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

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

Article 4. PAYMENTS TO CONTRACTOR:

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

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

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

285.530 RSMo. Work Authorization
292.675 RSMo. OSHA Training.
RSMo. 34.353 et seq. American Products.
290-210 RSMo. Prevailing Wage

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

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

Article 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. 1, the Bid, and Bond, together with this Agreement, form the Contract.

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

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: Fred M Luth and Sons
Contractor Address:

4516 McRee Ave.
St. Louis, Mo. 63110

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:

Title _____

By: _____
Tammi Casey, City Clerk

By: _____
Signature

Date

Title

(SEAL)

Date

Telephone No.

(SEAL)

APPROVED AS TO FORM:

City Attorney

BID PROJECT NAME: EVERGREEN SUBDIVISION DETENTION BASIN

COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	RECEIVED ADDENDUM #1	Bid as read
CONSTRUCT CONNECT	LANDIE ACKER			LANDIE.ACKER@CONSTRUCTCONNECT.COM		
E PLAN ROOM	LOU KRAXBERGER	1400 FORUM BLVD SUITE 7 B COLUMBIA, MO 65203	573-447-7130	EPLAN@PLANBIDDING.COM		
SOUTHERN ILLINOIS BUILDERS ASSOC	STEPHANIE FOSTER	1468 N GREEN MOUNT ROAD O'FALLON, IL 62289	618-624-9655	PROJECTS@SIBA-AGC.ORG	X	
FRED M LUTH & SONS INC	KAILOL PARIKH	4516 MCREE AVE ST LOUIS, MO 63110	314-771-3892	KPARIKH@FERDM.LUTH.COM	X	\$31,300.00
GERSHENSON CONSTRUCTION CO	JAMIE BOLAND		636-549-0206	JBOLAND@GERSHENSON.COM	X	
IMACC CONTRACTING	ALEX STRAUGHN		573-745-7659	ALEX@MACCONTRACTING.COM		
PRIME VENDOR INC	KIM JONES	4627 CEDAR AVE WILMINGTON, NC 28403	910-805-9630	PRIMEVENDOR123@GMAIL.COM		
R & K EXCAVATION	HOUSTON MEYER	10170 STATE ROUTE 00 BLOOMSDALE, MO 63627	573-880-6815	HMEYER@RKEXC.COM		
BREWSTER	CRAIG SCHMIDT		618-344-4468	CSCHMIDT@BREWSTER-CO.COM		
RES	ERICA NEWMAN		847-987-1374	ENEWMAN@RES.US		
GATEWAY LANDWORKS	TIM BERGMANN			GATEWAYLANDWORKS@GMAIL.COM		
S. SHAFER EXCAVATING INC	SUSAN SHAFER	4212 SAM'S ROAD PONTON BEACH, IL 62040	618-931-6237	SHAFEREXC@ATT.NET		\$56,000.00
JOKERST PAVING	BRENT WEILER			BWEILER@JOKERSTINC.NET	X	
PCK CONSTRUCTION	BRIAN TRUDD		636-232-1042	BTRUDD@PCKLLC.COM	X	

RESOLUTION NO: 23-42

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH PCX CONSTRUCTION LLC TO PROVIDE
CONSTRUCTION SERVICES FOR THE CHRIST DR TO A STREET
AND JUNE DR STORMWATER 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 PCX Construction LLC to provide construction services in the amount of \$730,289.00 for the Christ Dr to A Street and June Dr project for the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this 30 day of August, by and between PCX Construction, LLC hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on PCX Construction, LLC and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the CHRIST DRIVE TO A STREET STORMWATER IMPROVEMENT PROJECT in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

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

Article 2. TIME OF COMPLETION:

Work on the CHRIST DRIVE TO A STREET STORMWATER IMPROVEMENT PROJECT must begin on October 1st, 2023 and shall be carried on at a rate to secure its full completion by June 1st, 2024. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 8 months from the date of the contract.

Work on JUNE DRIVE must be substantially completed within 30 days of the contractor beginning work at this site with full restoration completed at this site within 60 days of the contractor beginning work at this site and shall be carried on at a rate to secure its full completion by June 1st, 2024. This date may be adjusted by the Public Works Director as additions and/or deletions are made.

Work on the CHRIST DRIVE TO A STREET STORMWATER IMPROVEMENT PROJECT must be completed with Linear Progression as described in Special Provision 037 (SP-037) and follow the work plan submitted by the contractor and approved by the Director of Public Works.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Public Works Director, shall be reported to him in writing to the Owner, and

shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on attached bid of \$730,289.00 attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the CHRIST DRIVE TO A STREET STORMWATER IMPROVEMENT PROJECT.

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

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

Article 4. PAYMENTS TO CONTRACTOR:

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

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

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies,

incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

285.530 RSMo. Work Authorization
292.675 RSMo. OSHA Training.
RSMo. 34.353 et seq. American Products.
290-210 RSMo. Prevailing Wage

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

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

Article 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. 1, ~~X~~.

~~X~~, and ~~X~~, the Bid, and Bond, together with this Agreement, form the Contract.

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

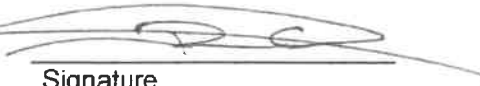
SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: PCX Construction, LLC
Contractor Address:
555 E. Outer 21 Rd. Arnold, MO 63010

By: _____
Ron Counts, Mayor

By: 
Signature
President

Title

ATTEST:

By: _____
Tammi Casey, City Clerk

By: 
Signature

Date

Esitmator
Title

8-30-2023
Date

(SEAL)

636-287-1848
Telephone No.

(SEAL)

APPROVED AS TO FORM:

City Attorney

Arnold - Christ Drive to A Street Stormwater - Addendum 1

Date:

BID FORM

Spec #	Description	Unit	Quantity	Unit Cost	Sub Total
SP-007	Mobilization	LUMP	1	23,400.00	23,400.00
SP-008	Clearing	LUMP	1	10,000.00	10,000.00
SP-009	Erosion and Sediment Control	LUMP	1	20,100.00	20,100.00
SP-010	Removal of Improvements	LUMP	1	32,200.00	32,200.00
SP-011	Protection and Restoration of Site	LUMP	1	22,500.00	22,500.00
SP-012	Excavation Class "C"	CY	160	17.60	2,816.00
SP-013	Fill	CY	69	56.00	3,864.00
SP-014	D90 = 24" Rock Armor	CY	160	89.00	14,240.00
SP-015	Granular Backfill	CY	69	40.00	2,760.00
SP-016	Sodding	SY	4,400	8.15	35,860.00
SP-017	Headwall with Toe Wall	Each	3	1,610.00	4,830.00
SP-018	Area Inlet	Each	5	5,310.00	26,550.00
SP-019	Curb Inlet	Each	2	4,998.00	9,996.00
SP-020	Grate Inlet	Each	2	7,356.00	14,712.00
SP-021	Manhole	Each	2	5,066.00	10,132.00
SP-022	8" Sanitary Pipe	LF	96	101.00	9,696.00
SP-023	12" Flared End Section	Each	3	934.00	2,802.00
SP-024	12" Storm Pipe	LF	420	86.70	36,414.00
SP-025	36" Storm Pipe	LF	1,057	148.00	156,436.00
SP-026	42" Storm Pipe	LF	91	180.00	16,380.00
SP-027	Asphalt Pavement Removal & Replacement	SY	538	17.00	9,146.00
SP-028	Asphalt Driveway Removal & Replacement	SY	25	17.00	425.00
SP-029	Concrete Sidewalks & Driveways Removal & Replacement	SY	464	99.25	46,052.00
SP-030	Concrete Curb & Gutter	LF	291	43.00	12,513.00
SP-031	Utility Relocation and Coordination	LUMP	1	7,070.00	7,070.00
SP-032	Traffic Control	LUMP	1	6,320.00	6,320.00
SP-033	As-Built Survey	LUMP	1	1,500.00	1,500.00
SP-034	10" Ductile Iron Pipe	LF	22	182.00	4,004.00
SP-035	10" Fernco Coupling	Each	1	678.00	678.00
CHRIST DRIVE to A ST. STORMWATER TOTAL =					543,396.00

Arnold - Christ Drive to A Street Stormwater - Addendum 1

Date:

BID FORM

Christ Drive Waterline Relocation Cost Estimate					
	8" Restrained Joint PVC C900 DR18 (including excavation, bedding, & fittings)	LF	110	107.00	11,770.00
	8" Restrained Joint DIP (including excavation, bedding, & fittings)	LF	20	146.00	2,920.00
	4" Tapping Sleeve & Valve	Each	4	2,760.00	11,040.00
	Reconnect 3/4" or 1" Water Service	Each	2	1,300.00	2,600.00
	Extension of 3/4" or 1" Water Service	LF	10	253.00	2,530.00
	Cut & Cap Existing 4" Pipe	Each	4	1,190.00	4,760.00
	Granular Backfill - Waterline Spec	CY	49	200.00	9,800.00
	Asphalt Pavement Removal & Replacement - Waterline Spec.	SY	67	17.00	1,139.00
	Waterline Project Mobilization/Demobilization	LS	1	1,190.00	1,190.00
WATERLINE RELOCATION SUB-TOTAL =					47,749.00
JUNE DRIVE PUMP STATION					
SP-007	Mobilization (June Dr.)	LUMP	1	12,900.00	12,900.00
SP-008	Clearing (June Dr.)	LUMP	1	5,800.00	5,800.00
SP-004	Erosion and Sediment Control (June Dr.)	LUMP	1	5,370.00	5,370.00
SP-011	Excavation Class "C" (June Dr.)	CY	1,090	17.00	18,530.00
SP-029	Asphalt Pavement Removal and Replacement (June Dr.)	SY	70	57.00	3,990.00
SP-033	Pump Station	Each	1	53,500.00	53,500.00
SP-010	Protection and Restoration of Site (June Dr.)	LUMP	1	10,200.00	10,200.00
SP-015	Sodding (June Dr.)	SY	2,300	8.15	18,745.00
SP-025	12" Flared End Section (June Dr.)	Each	1	1,290.00	1,290.00
SP-026	12" Storm Pipe (June Dr.)	LF	34	112.00	3,808.00
SP-021	1.5" Force Main	LF	59	53.00	3,127.00
SP-023	4" Force Main	LF	12	157.00	1,884.00
JUNE DRIVE PUMP STATION SUB-TOTAL =					139,144.00
TOTAL (ROUNDED) =					730,289.00

BID PROJECT NAME: CHRIST & JUNE DRIVE STORMWATER PROJECT

COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER	E-MAIL	RECEIVED ADDENDUM #1	Bid as read
CONSTRUCT CONNECT	LANDE ACKER	1400 FORUM BLDV SUITE 7 B COLUMBIA, MO 65203	573-447-7130	LANDE.ACKER@CONSTRUCTCONNECT.COM		
E PLAN ROOM	LOU KRABBERGER	10941 KIMMEL LAKE ROAD GENEVEVE, MO 63670	573-483-9158	ERLANE@EPLANBIDDING.COM		
CE CONTRACTING (WILL NOT BE SUBMITTING A BID)	DEREK DRURY	STE		DID@CECONTRACTINGINC.COM	X	
IDEAL LANDSCAPE	MAODIE HAGAR	1469 N GREEN MOUNT ROAD OF FALLON, IL 62289	314-550-0138	HAGAR.MAODIE@IDEALANDSCAPE.COM		
SOUTHERN ILLINOIS BUILDERS ASSOC	STEPHANIE FOSTER	4616 MCJEE AVE ST LOUIS, MO 63110	618-624-9055	PROJECTS@SIBA-AGC.ORG	X	
FRED M LUTH & SONS INC	KADOL PARIKH		314-771-3892	KPARIKH@FREDMLUTH.COM	X	\$1,036,826.00
GERSHERSON CONSTRUCTION CO INC	JAMIE BOLAND		636-549-0206	JBOLAND@GERSHERSON.COM	X	\$974,026.00
MACC CONTRACTING	ALEX STRAUGHN		573-745-7859	ALEX@MACCONTRACTING.COM		
PRIME VENDOR INC	KIM JONES	4622 CEDAR AVE WILMINGTON, NC 28403	910-805-9630	PRIMEVENDOR123@GMAIL.COM		
R & K EXCAVATION	HOUSTON MEYER	10170 STATE ROUTE 00 BLOOMSDALE, MO 63627	573-880-6815	HMEYER@R&KEXC.COM		
BREWSTER	CRAIG SCHMIDT		618-344-4468	CSCHMIDT@BREWSTER.CO.COM		
RES	ERICA NEWMAN		847-987-1374	ENEWMAN@RES.US		
MAXIM CONSTRUCTION	BRAD BANNISTER		314-924-0991	BBANNISTER@MAXIMCONSTRUCTION.NET	X	
PRIME VENDOR INC (requested twice)	KIM JONES		910-805-9630	PRIMEVENDOR123@GMAIL.COM		
GATEWAY LANDWORKS	TIM BERGMANN			GATEWAYLANDWORKS@GMAIL.COM		
LOKERST INC	BRENT WELER		573-883-7401	ESTIMATING@LOKERSTINC.NET	X	
UNNERSTALL CONTRACTING	STEVE UNNERSTALL			UCC2803@GMAIL.COM	X	\$988,814.00
PCK CONSTRUCTION	BRIAN TRUDT		636-232-1042	BTRUDT@PCKULC.COM	X	\$730,289.00

RESOLUTION NO: 23-43

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE ANNUAL
QUOTE FROM CITYWORKS.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to sign the quote from CityWorks for the annual license and maintenance agreement for the amount of \$21,950.00

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



Azteca Systems, LLC - Cityworks
 11075 S State St, Suite 24 | Sandy, UT 84070
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-28741-1
 Created Date 8/1/2023

Contact Information

Contact Name:	Deion Christopher	Prepared By Name:	Jenn Miya
Customer:	Arnold (MO), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	2912 Arnold -Tenbrook Rd Arnold, MO 63010	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
Cityworks Online AMS Essentials Workgroup Starter 5-Pack	1.00	USD 6,250.00
Metrics API	1.00	USD 6,600.00
Work Order API - Basic	1.00	USD 6,600.00
Sandbox	1.00	USD 2,500.00
TOTAL:		USD 21,950.00

Maintenance Start Date: 10/1/2023 Maintenance End Date: 9/30/2024

Quote Notes:

Terms and Conditions

Payment Terms
 Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

_____/_____/_____
Date

RESOLUTION NO: 23-44

A RESOLUTION APPROVING THE PURCHASE OF A SPEED TRAILER
FROM APPLIED CONCEPTS, D/B/A, STALKER RADAR.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached quote from Applied Concepts, d/b/a, Stalker Radar is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING**

NOTIFICATION OF STATEWIDE CONTRACT

Date: 3/10/2023

CONTRACT TITLE: POLICE RADAR/LIDAR ENFORCEMENT AND SPEED ADVISORY SYSTEMS, PARTS AND ACCESSORIES

CURRENT CONTRACT PERIOD:	FEBRUARY 20, 2021 THROUGH FEBRUARY 19, 2024	
RENEWAL INFORMATION:	Original Contract Period:	4/10/2019 THROUGH 2/19/2021
	Renewal Options Available:	0
	Potential Final Expiration:	FEBRUARY 19, 2024
BUYER INFORMATION:	John D. Geiser 573-522-9580 john.geiser@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS PREFERRED FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://oa.mo.gov/purchasing>

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CC191825006 (formerly CC191825001)	MB00004682	Applied Concepts d/b/a Stalker Radar 855 E. Collins Blvd. Richardson, TX 75081 Contact Person: Jan Achilles Phone Number: 800-782-5537 Ext. 191 Fax Number: 972-398-3781 E-mail: jana@stalkerradar.com sales@stalkerradar.com	No	Yes

CATEGORY B			
POLE/TRAILER MOUNTED POLICE RADAR/LIDAR UNITS			
Part #	Description	Brochure Link	Contract Price
MESSAGE & SPEED			
821-1100-00	MC 360 (4'x8') w/Solar, Jack, Stats, Wheel Lock	https://www.stalkerradar.com/mc360.php	\$ 21,250.00
821-1099-00	MC 360 (3'x6') w/Solar, Jack, Stats, Wheel Lock	https://www.stalkerradar.com/mc360.php	\$ 18,900.00
821-1101-00	MC360 (4'x8') w/Strobes, Solar, Jack, Stats, Wheel Lock		\$ 21,900.00
821-1102-00	MC360 (3'x6') w/Strobes, Solar, Jack, Stats, Wheel Lock		\$ 19,250.00
821-1128-00	MC360 (4'x8') ALPR Ready		\$ 24,250.00
821-1127-00	MC360 (3'x6') ALPR Ready		\$ 21,250.00
015-1819-00	Tongue Jack		\$ 118.00
015-1436-00	Coupler Lock		\$ 126.00
015-5603-00	Wheel Lock		\$ 267.00
015-2328-63	MC360/SAM-R Spare Tire		\$ 251.00
SPEED TRAILERS			
821-1000-00	SAM Trailer w/Solar, LEDs, Stats, Wheel Lock	https://www.stalkerradar.com/sam.php	\$ 10,900.00
821-0310-00	SAM-R Trailer w/Solar, LEDs, Stats, Wheel Lock	https://www.stalkerradar.com/sam-R.php	\$ 8,900.00
015-1819-00	Tongue Jack	https://www.stalkerradar.com/sam.php	\$ 118.00
015-1436-00	Coupler Jack		\$ 126.00
015-5576-00	SAM Spare Tire		\$ 296.00
015-2328-63	MC360/SAM-R Spare Tire		\$ 251.00
015-2328-61	White LED Light Bar		\$ 161.00
015-2647-32	Amber LED light bar		\$ 161.00
015-5607-00	SAM/SAM-R 1-Yr Extended Warranty		\$ 356.00
TRAFFIC DATA COLLECTORS			
834-0001-00	Traffic Data Collector		\$ 2,195.00
834-0003-00	Traffic Data Collector w/30W Solar		\$ 2,485.00
834-0005-00	Traffic Data Collector w/20W Solar		\$ 2,355.00
200-1109-00	TDC Pole Mounting Bracket Kit		\$ 135.00

CATEGORY C			
POLE MOUNT GRAPHICAL DISPLAYS (BASE UNITS)			
All systems include: mounting hardware, speed data analytical software, wireless communications module, iOS or Android app (no annual fees, unlimited users licenses), USB port, and memory stick to download speed data, wireless key fob, and operator manual			
A/C Units (Wired for 110V-240V power at the pole.)			
836-0012-00	12" Pole Mounted Speed Sign-AC		\$ 2,640
836-0015-00	15" Pole Mounted Speed Sign-AC		\$ 2,775
836-0018-00	18" Pole Mounted Speed Sign-AC		\$ 3,100
Solar Powered Units (Wired to include solar panel listed, Mount, hardware, and battery box included. 12" and 15" Versions include 1 SLA Battery, 18" version requires 1 car battery not included)			
836-0012-SP	12" Pole Mounted Speed Sign w/30W Solar Panel, SLA Battery and SLA Battery housing		\$ 3,450
836-0015-SP	15" Pole Mounted Speed Sign w/50W Solar Panel, SLA Battery and SLA Battery housing		\$ 3,775
836-0018-SP	18" Pole Mounted Speed Sign w/100W Solar Panel, and Group 24 Battery Box No Battery		\$ 4,375
Battery Powered ("DB") Units (include rigid, secure quad-bay SLA battery carrier, and 2 batteries)			
836-0012-DB	12", Pole Mounted Speed Sign w/Quad Battery Bay (up to 4 Dry Cell batteries – 2 included)		\$ 4,192
836-0015-DB	15", Pole Mounted Speed Sign w/Quad Battery Bay (up to 4 Dry Cell batteries – 2 included)		\$ 4,422



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

QUOTE
#2074992

Page 1 of 1

Date: 06/13/23

Reg Sales Mgr: Bill Johnson
972-398-3780
billj@stalkerradar.com

Effective From : 06/12/2023

Valid Through: 09/10/2023

Lead Time: 60 working days

Bill To: Arnold Police Department 2101 Jeffco Blvd Arnold, MO 63010-2742	Customer ID: 630101 Accounts Payable	Ship To: Arnold Police Department 2101 Jeffco Blvd Arnold, MO 63010-2742	<i>UPS Freight LTL (4-6 Days)</i> Lieutenant Danny Gierer
--	--	--	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-1000-00	Stalker SAM Trailer	24	\$10,900.00	\$10,900.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	015-2532-59	[253259] SAM Trailer with Top Display			\$0.00
2	1	200-1229-01	[414155] Traffic Stats Sensor, 2 Comm Ports			\$0.00
3	1	015-5345-00	[274714] SAM Trailer Solar Panel			\$0.00
4	1	015-2328-62	[232862] Red LED Light Bar-SAM/SAM-R			\$0.00
5	1	015-2354-40	[235440] Blue LED Light Bar-SAM/SAM-R			\$0.00
6	1	015-5603-00	[275565] Trailer Wheel Lock			\$0.00
7	1	200-1173-00	Traffic Analyst App, Thumb Drive, Manual			\$0.00
8	1	200-1448-00	SAM/SAM-R Trailer User Manual Kit w/USB Cable			\$0.00
9	1	006-0569-00	Certificate of Accuracy, Speed Sensor II			\$0.00
10	1	060-1000-24	24-Month Warranty			\$0.00
Group Total						\$10,900.00

Product	\$10,900.00	Sub-Total:	\$10,900.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$0.00
Payment Terms: Net 30 days		Total: USD	\$10,900.00

MO State Contract: CC191825006

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This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.