

City of Arnold, Missouri

City Council
Council Chamber

August 5, 2021
7:00 p.m.

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/82857900442?pwd=UEdEQIVwbFVSeWR0Vy9uNEpMOGI6QT09>

Dial-in Number: 312-626-6799 Meeting ID: 828 5790 0442 Passcode: 430173

Agenda

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda:
 - A. Regular Council Minutes **July 15, 2021**
 - B. Payroll Warrant **#1374 in the Amount of \$326,289.43**
 - C. General Warrant **#5791 in the Amount of \$1,205,149.55**
5. Ordinances:
 - A. **Bill #2797** – An Ordinance Amending Chapter 120, Article III, of the Code of Ordinances Relating to Disclosure of Conflicts of Interests and Substantial Interests.
 - B. **Bill #2798** – An Ordinance Amending Section 115.535 of the Code of Ordinances Relating to Members of the Park and Leisure Service Advisory Commission.
6. Resolutions:
 - A. **Resolution 21-36:** A Resolution Re-Appointing Tommy Aubuchon to the Veterans Commission and William McIlwee to the Park and Leisure Service Board to Serve as an Alternate.

- B. **Resolution 21-37:** A Resolution Authorizing the Mayor to Enter into a Contract with Howard Home Improvement, Inc. to Replace the Roof on City Hall and Police Station Located at 2101 Jeffco Blvd.
- C. **Resolution 21-38:** A Resolution Authorizing the Mayor to Enter into a Contract with Shelton Landscape and Maintenance and Gillick Brickwork, Inc. for the City Hall Landscaping Project.
- D. **Resolution 21-39:** A Resolution Authorizing the Mayor to Enter into a Contract with Conference Technologies, Inc. for Audio and Video Upgrades in the Council Chambers.
- E. **Resolution 21-40:** A Resolution Authorizing the Purchase of a New K-9 Police Service Dog.

7. Motions:

- A. A Motion to Approve Liquor License Applications.
- B. A Motion to Approve the Fireworks Display for Immaculate Conception Church Picnic on August 28th, 2021.
- C. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigations Pursuant to RSMo Section 610.021 (1).

8. Reports from Mayor and Council:

9. Administrative Reports:

10. Adjournment:

RESOLUTION NO: 21-38

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SHELTON LANDSCAPE AND MAINTENANCE AND
GILLICK BRICKWORK, INC. FOR THE CITY HALL LANDSCAPING
PROJECT.

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 Shelton Landscape and Maintenance in the amount of \$139,750 and with Gillick Brickwork Inc. in the amount of \$79,965 for the City Hall Landscaping Project.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



1515 Lonedell Industrial Court
 Arnold, MO 63010
 Phone: 636-296-4660

City of Arnold
 (636) 296-2100

2101 Jeffco Blvd.
 Arnold, MO 63010

Print-date: 8-4-2021

Attached Files:

Renovation of City Hall's Landscape - Rev. 7/28/21

Paver Sidewalk & Seating Area

Group Price: \$84,750.00

Includes required labor and below specified materials for the of new paver sidewalks and sitting area per plans and following specifications: Remove and haul away remaining existing pavers, concrete sidewalk, concrete pads in front of each entry doorways, and unwanted base materials. Pavers at ADA ramps to be installed per attached "City Hall ADA Spaces" document. Install below specified pavers per plan, including all the way up to entry door thresholds, and per landscape designer's onsite layout. Install 500x woven geotextile fabric, in area of paver sidewalk, as sub-base of base materials. Install and compact a 1" minus base, minimum of 4" thick. Slope sub-base on a 1% to 2% slope for proper water runoff. Install a 1" layer of Medium Meramec sand (ASTM C33) atop 1" Minus for paver bed. Install new pavers, specified below, on paver bed. Install Paver Pro rigid paver edging, with 10" galvanized nails, along exposed paver boundary edges as needed. Compact pavers for precise leveling and install Techniseal's, HP NextGel polymeric sand in paver joints. Compact paver surface and install additional polymeric sand, specified above, as needed, and water down.

Code	Description
UNILOCK	~3,025sq.ft. Unilock, Richcliff 3 Unit Random Bundle in Pebble Taupe / Dawn Mist
FABRIC	Required Mirafi 500X Woven Geotextile
FILL GRAVEL	Required 1" Minus
SAND	Required Medium Meramec Sand (ASTM C33)
PAVER PRO	Required Paver Pro Rigid Edging
PAVER PRO	10" spikes install at minimum every 1' to Paver Edge
TECHNISEAL	Techniseal Polymeric Sand HP NextGel Prairie Tan
MACHINE RATE	
LABOR RATE	

Building Landscape

Group Price: \$45,000.00

Includes required labor and below specified materials for the installation of new landscape per plans and following specifications: Remove and haul away all existing raised brick planter bed walls, paver sidewalk as needed to allow for new planter beds, and all related unwanted debris. Remove and haul away existing unwanted landscape vegetation, planter bed ground covers, and all related debris including tree and shrub stumps. Install new freestanding and column units, specified below in outdoor sitting area per plan and per landscape designer's onsite layout. Stone to be installed per Manufacturer's specifications. Swale basins' of dry creek bed along right side of building and cobbler accent areas for water control and aesthetics per plan and landscape designer's onsite layout, and install geotextile fabric for gravel base. Install 'cut' stockpiled

soil on low sides of dry creek beds and cobbler accent areas to create a deeper swale as needed. Install below specified boulders within and alongside edges of new dry creek beds, cobbler accent areas, and throughout mulch planter bed locations. Out cropping boulders to be set onsite by onsite foreman and landscape designer and backfill with screened topsoil. Screened topsoil to be install in mulch planter bed locations for mounding and overall bed accents per landscape designer's onsite layout. Landscape vegetation to be placed onsite by landscape designer per plan and onsite discretion, and installed with new screened topsoil. Decorative cobbles and gravel to be installed atop new geotextile fabric in base of dry creek beds and cobbler accent areas. Spade edge new mulch planter bed locations and install mulch to approximately 3" thick.

Code	Description
EW GOLD REGENCY WALL	~64sq.ft. of 6.5 tons of Earthwork's, EW Gold Regency Wall (Each Block = 12" x 12" x 24-48" lengths. Snapped all sides. Sawn top/bottom.)
EW GOLD REGENCY WALL	~12 each of Earthwork's, EW Gold Regency Wall Coping (Each = 36" long x 14" wide x 5" high. Snapped all sides. Sawn top/bottom, no finish)
EW GOLD REGENCY WALL	9 of Earthwork's, EW Gold Regency Column Piece (Each = 24" x 24" x 12" high. Snapped all sides. Sawn top/bottom.)
EW GOLD REGENCY WALL	3 of Earthwork's, EW Gold Regency Pier Cap (Each = 28" x 28" x 6" high. Snapped all sides. Sawn top/bottom, no finish)
TREE	2 - Maple - Crimson King #20
TREE	3 - Japanese Maple - Emperor One #10
SHRUB	5 - Smokebush - Royal Purple #5
SHRUB	10 - Hydrangea - Limelight #3/#5
SHRUB	18 - Boxwood - Green Mountain #7 (Pyramidal)
SHRUB	50 - Boxwood - Green Velvet #2
SHRUB	21 - Rose - Red Drift #2
SHRUB	12 - Rose - Coral Drift #2
GRASS	15 - Grass - Karl Foerster #1
PERENNIAL	27 - Coral Bells - Rio #1
TOPSOIL	~26 yards of Screened Topsoil
SQUAW VALLEY BOULDERS	~8 tons of Squaw Valley Boulders 18-24" (Beautiful colors of red, gray, pink, black and variegated colors are displayed in these unique glacial boulders)
SQUAW VALLEY RAINBOW COBBLERS	~12 tons of Squaw Valley Rainbow Cobblers 4-8". (Beautiful colors of reds, grays, pinks, blacks and variegated colors displayed in these smooth, round, granite cobblers)
DECORATIVE GRAVEL	~6 tons of Salmon Creek Gravel (Screening Size .75"-1.5")
FABRIC	Required Mirafi 140NL Non-Woven Geotextile
MULCH	~25 yards of Premium Double Ground, Dyed Brown mulch installed at ~3" thick per plan
DISPOSAL	Proper disposal of unwanted vegetative debris.
DISPOSAL	Proper disposal of clean fill
MACHINE RATE	
LABOR RATE	

Accent Lighting on Building Façade

Group Price: \$10,000.00

Includes required labor and below specified materials for the installation of new low voltage landscape lighting upon front façade of building per plan and following specifications. Layout of fixtures will be done by landscape designer onsite per plan. Transformer to be install on Southeast side of building, by an existing 120v outlet, or one installed By Others, at least 18" off ground. Contractor to plug transformer into 120v GFI outlet. All fixtures to be install with 12-2 low voltage wire, at minimum, with Dry Conn connectors. Low voltage wire to be buried underground at minimum of 4" and under new paver areas through conduit.

Code	Description
SOURCE LIGHTING CO.	17 each of Source Lighting's, Bluetooth LED RGBW Adjustable Color Spotlight (Item #SBLBTC1) (Fixed 36degree Beam Angle, 2W-10W, Dimmable From 5% to 100% all Color Options, CCT Range Tunable From 2500k to 6500K)
SOURCE LIGHTING CO.	4 each of Source Lighting's, Bluetooth Range Extender (Item #SBLBTR) (Increases Operating Range & Effectiveness of Bluetooth/Smartphone Communication)
KICHLER	1 of Kichler's, Pro-Series, 600 Watt, Stainless Steel Transformer (item #15PR600SS)
INTERMATIC	1 of Intermatic's Digital Plug - In Timer (Item #DT620)
SOUTH WIRE	Required 12/2 Direct Burial Low Voltage Wire
LABOR RATE	



photo courtesy of - Shelton



photo courtesy of - Shelton



photo courtesy of - Shelton

Total Price: \$139,750.00

CONTRACTOR AGREEMENT

THIS AGREEMENT made by and between Shelton Landscape & Maintenance INC., hereinafter called the Contractor and City of Arnold, hereinafter called the Owner.

WITNESSETH, that the Contractor, and the Owner for the considerations named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The contractor shall furnish all the materials and perform all the work shown and/or described in the specifications entitled above, as it pertains to work performed on property address, specified above.

ARTICLE 2. THE CONTRACT PRICE

The Owner shall pay the Contractor for the material and labor to be performed under the above specified Contract price, subject to additions and deductions pursuant to change orders authorized by both the Contractor and Owner.

ARTICLE 3. PROGRESS PAYMENTS

Payments of the Contract Price shall be timely paid in the manner following: **Deposit payment of \$69,875.00 to be paid upon acceptance of proposal.** Down payment must be received within 10 days of proposal acceptance to ensure there is efficient timing for ordering of material, any required permit and associated fees, and but not limited to the delay in project start date from initial estimate. The final payment of \$69,875.00 is due after the project has been completed and approved by the Owner or the general contractor. **The final payment may not exceed 10 business days from the project's completion.**

All payments shall be timely paid pursuant to the above schedule to avoid any late payment fee. If payments are not received in such manner, Owner agrees to pay all interest accrued on any outstanding balance at a monthly percentage rate of 2%. **Any refusal to pay late fees will result in nullification of all warranties and lien waivers.**

Furthermore, Contractor maintains the absolute right to enter the property anytime, with or without notice, to remove and take possession of all unused materials, plants and all equipment owned or leased by Contractor. Contractor may also file a lien against the property pursuant to Section 429.010, et seq., of the Revised Statutes of Missouri to secure

payment of work or labor completed, machinery or equipment rented, materials, trees, plants or any type of landscaping goods or services furnished.

ARTICLE 4. GENERAL PROVISIONS

1. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and specifications **for any engineered or permit required project**, a description of the work to be completed, a description of the materials and equipment to be used, and the agreed consideration for the project.
2. **Any unforeseen expenses arising from engineering design changes by Jefferson County or otherwise, hidden sub grade complications; including any utility or irrigation lines or pipes, footings, old concrete, ledge rock and boulders will be billed at a cost of time and materials. If the home owner or contractor is not made available within 24 hours to witness and assess the situation, work will continue without a change order and documentation of the excavation and costs will be provided.**
3. Contractor is not an engineering firm and is not licensed to practice engineering. Nothing in this Contract shall be construed as requiring Contractor to make any engineering calculations or engineering judgments. Owner may wish to consult with an engineer before signing the Contract. Where the work includes the installation of pavers, Contractor to install all paver surfaces per the Interlocking Concrete Paver Institutes (ICPI) construction standards. Where the work includes the installation of walls, Contractor to install per specific block manufacturers specifications.
4. **Contractor shall have no obligation to perform a change in the work unless Contractor and Owner sign a change order describing the change and the corresponding adjustment in the Contract Price. All change orders shall be in writing and signed by Owner and Contractor, and shall be incorporated into, and become a part of, the Contract.**
5. Contractor will call 1-800-DIG-RITE to mark all public utilities. Further, Contractor will make every effort to use caution to avoid unmarked underground obstructions not marked by Dig Rite, however any damage to unmarked private utilities, irrigation lines, invisible pet fences, underground electrical lines or other underground obstructions not located by Dig Rite will be the sole responsibility of the Owner, and Owner agrees to hold harmless, indemnify and defend Contractor from any liability resulting from damage to said obstructions.
6. Owner is responsible for disclosing all information pertinent to the construction plan and proposal, including structural elements, so to prevent negligent business. Contractor is not responsible for damage to Owner's property during demolition or removal of debris where not previously made aware by the Owner.
7. Contractor is not responsible for any cosmetic damage done to private or public roads, driveways, and/or sidewalks when accessing Owner's property for site enhancements. Contractor to use skid steer and mini excavator both with tracks as needed for proper removal and installation. Contractor agrees to remove all debris and leave the premises in broom clean condition.
8. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances, remain responsible for the proper completion of this Contract.
9. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury because of the acts of Contractor, its employees or subcontractors.
10. **Contractor shall charge to obtain all permits & local business licenses necessary for the work to be performed.**
11. **Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to weather, project changes, equipment failure, and casualty or general unavailability of materials.**
12. Included with this Contract is Contractor's standard Limited Warranty, found at www.shelton-landscape.com, which shall commence upon final completion of work and is valid only if full payment of work has been received.
13. **All materials ordered or delivered to project site, as outlined in the scope of work, will be subject up to a 20% restocking fee if declined by the homeowner due to changes in the scope of work.**
14. This contract and its performance are governed by the laws of the place of the project. A lien waiver shall be furnished, if requested, to Owner upon payment of the Contract Price in full. Missouri law requires the furnishing of the following notice:

NOTICE TO OWNER

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result, you may ask this contractor for "lien waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

15. The Contract is the entire agreement and consists of these General Provisions, Scope of Work, Time of Completion, Contract Price, Progress Payments, and Shelton Landscape's Limited Warranty. There are no other agreements, oral or written, between Contractor and Owner. All previous statements, representations and promises by Contractor are null and void; there is no right to rely upon any such statement, representation or promise.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.

SHELTON LANDSCAPE & MAINTENANCE is authorized to do the work as specified. Payment will be made as outlined above.

We Want To Thank You For Considering Shelton Landscape And Maintenance For Your Outdoor Projects. It Is Because Of Our Customers, Both New And Old, That We Continue To Be In Business For Over 40 Years, A Trusted Contractor With The Better Business Bureau, Angie's List, And Our Community As A Whole.

Signature

Print Name:

Date:

*Only one proposal can be approved. Approving this will decline all other available proposals.

RESOLUTION NO: 21-40

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW K-9
POLICE SERVICE DOG.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the purchase of a K-9 police service dog from Little Rock K-9 Academy in the amount of \$11,250.00 is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

LITTLE ROCK K-9 ACADEMY
POLICE NARCOTIC & PATROL DOGS
 9319 BRITTANY POINT DRIVE
 LITTLE ROCK, AR 72206
 OFFICE 501-888-3294 FAX 501-888-8010

INVOICE

DATE: August 2, 2021

To: Chief Robert Shockey
 Arnold Police Department
 2101 Jeffco Blvd
 Arnold, MO 63010

PURCHASE ORDER NUMBER: 210599
 INVOICE NUMBER: 021-063010-001

PAGE 1 OF 1

	AMOUNT DUE	AMOUNT PAID	
	\$11,250.00	-0-	
DATE	TRANSACTION	AMOUNT	BALANCE
07-29-21	Police Service Dog – K9 Buky (Narcotics, Tracking & Patrol Apprehension)	\$11,250.00	
07-29-21	Hotel Accommodations (12 Days)	Included	
07-29-21	2-weeks Handler Course (80 hours)	Included	
07-29-21	Equipment (leather leash, collar & reward tug)	Included	
07-29-21	National K9 Certification Fees	Included	
			\$11,250.00
MINIMUM DUE	1-30 Days PAST DUE	31-60 Days PAST DUE	61-90 Days PAST DUE
\$11,250.00			Over 90 Days PAST DUE
			AMOUNT DUE
			\$11,250.00

Payment Terms = Net 30 Days

Thank you for choosing Little Rock K-9 Academy!

