

City of Arnold, Missouri

City Council
Council Chambers

November 2, 2017
7:00 P. M.

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: Gary Plunk – Ward 4 Councilman
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **October 19, 2017.**
 - B. Payroll Warrant **#1276 in the Amount of \$272,512.05**
 - C. General Warrant **#5701 in the Amount of \$927,521.02**
6. Ordinances:
 - A. NONE
7. Resolutions:
 - A. **Resolution No. 17- 64:** A Resolution Authorizing the Mayor to Enter into a Contract with AECOM Engineers, Inc. to Provide Engineering Design Services for Undertaking of a Feasibility Study for the Richardson Road/ Old Lemay Ferry Intersection Possible Roundabout Improvements Project for the City of Arnold.
 - B. **Resolution No. 17-65:** A Resolution Re-Appointing Trish McCutchen and John Boehmer to the Arnold Historic Preservation Board to Serve a Three-Year Term.
 - C. **Resolution No. 17-66:** A Resolution Authorizing the Mayor to Enter into An Agreement with Maxville Gardens Subdivision to Provide Snow Removal Services for the 2017-2018 Winter Season.

- D. **Resolution 17-67:** A Resolution Authorizing the Mayor to Enter into an Added Service Agreement with CBB Engineers to Provide Engineering Design Service for the Fox School District Campus Right Hand Turn Lane Extension As Part of the CMAQ Jefferson Blvd./Tenbrook Road Intersection Improvements Project for the City of Arnold.
- E. **Resolution 17-68:** A Resolution Authorizing the Mayor to Enter into an Agreement with NetCom, Inc. for Structured Re-Wiring Services in the Police Department.
- F. **Resolution 17-69:** A Resolution Authorizing the Mayor to Enter into an Agreement with Huffman Security to Replace the DVR System Located at the Police Department and at Pomme Creek Golf Course.

8. Motion:

- A. 2017-18, Conditional Use Permit for Sales Trailer at Henley Woods Sub-Division (Ott Property), Payne Family Homes, Lonedell and Pomme Roads.
- B. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Litigation and Real Estate Pursuant to RSMo Section 610.021 (1) (2).

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports

11. Adjournment

**Next Regular City Council Meeting November 16, 2017 @ 7:00 p.m.
Next Work Session November 9, 2017 at 7:00 p.m.**

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

A. 2017-19 ZONING CODE AMENDMENT TO CHAPTER 405, ARTICLE VI, DISTRICT SUPPLEMENTARY REGULATIONS SECTION 405.760R. TEMPORARY STRUCTURES PROVIDING FOR A NEW EXEMPTION AND REGULATIONS GOVERNING SEASONAL HOLIDAY STORAGE

Mary Holden informed council that the Planning Commission discussed this proposed change at their September 12th meeting and held a Public Hearing at their October 10th meeting. The revisions to the code include changing the date of when the seasonal holiday storage trailers may be placed from October 1st to November 1st and changing the term twelve months to calendar year. The Planning Commission is forwarding a recommendation of approval by a vote of 8-0.

PUBLIC COMMENTS

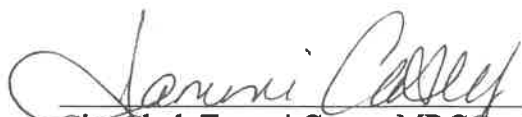
NONE

COUNCIL COMMENTS

NONE

Mayor Counts informed everyone that an ad had been placed for a Public Hearing regarding 1363 Big Bill. This item has been tabled at the request of the Planning and Zoning Commission.

The Public Hearing ended at 7:02 p.m.


City Clerk Tammi Casey, MRCC

Mayor Ron Counts called the meeting to order at 7:02 p.m.

The Pledge of Allegiance was recited.

Father Charlie Ferrarra from St. David's Catholic Church offered the opening prayer.

Mayor Counts asked for a moment of silence for former councilman Charles Heisler, who recently passed away.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Fulbright, McArthur, Plunk, Owens, Cooley, Sullivan, Hood, Fleischmann, Richison, Holden, Sweeney, Brown, Blattner, Kroupa and Chief Shockey.

BUSINESS FROM THE FLOOR

Jeanette Yount introduced Jeff Arp from MIRMA who presented the City with a Risk Management Grant Award plaque along with a check in the amount of \$8,996.40.

CONSENT AGENDA

- A. MINUTES FROM OCTOBER 5, 2017 MEETING**
- B. PAYROLL WARRANT NO. 1275 IN THE AMOUNT OF \$268,849.34**
- C. GENERAL WARRANT NO. 5700 IN THE AMOUNT OF \$809,575.13**

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

Seconded by Jason Fulbright. Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas: **Consent agenda approved.**

ORDINANCES

AN ORDINANCE AMENDING CHAPTER 405, ARTICLE VI, DISTRICT SUPPLEMENTARY REGULATIONS, SECTION 405.760,R, TEMPORARY STRUCTURES AND PROVIDING FOR A NEW EXEMPTION AND REGULATIONS GOVERNING SEASONAL HOLIDAY STORAGE was read twice by City Clerk Tammi Casey.

Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas: **Ordinance Passed.**

RESOLUTIONS

RESOLUTION NO. 17-59 – A RESOLUTION RE-APPOINTING CAROLYN DOTY TO SERVE ON THE VETERANS COMMISSION FOR A THREE-YEAR TERM

Gary Plunk made a motion and so moved to approve Resolution No. 17-59.
Seconded by Vern Sullivan. Roll call vote Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas:
Resolution approved.

RESOLUTION NO. 17-60 – A RESOLUTION AUTHORIZING THE PURCHASE OF VIGILANT SOLUTION MOBILE LPR 3-CAMERA SYSTEM FROM DRUG FORFEITURE PROCEEDS

Brian McArthur made a motion and so moved to approve Resolution No. 17-60.
Seconded by David Owens. Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas:
Resolution approved.

RESOLUTION NO. 17-61 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH S. SHAFER EXCAVATING INC. TO PROVIDE DEMOLITION/LAND CLEARANCE AND ASBESTOS ABATEMENT SERVICES FOR FLOOD PLAIN HOMES BUYOUT PROJECT

EJ Fleishmann made a motion and so moved to approve Resolution No. 17-61.
Seconded by Jason Fulbright. Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas:
Resolution passed.

RESOLUTION NO. 17-62 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CHANGE ORDER WITH SPENCER CONTRACTING CO. TO PROVIDE CONSTRUCTION SERVICES FOR THE JIM EDWARDS ARCHERY PARK LOCATED IN THE CITY OF ARNOLD

Mark Hood made a motion and so moved to approve Resolution No. 17-62.
Seconded by Brian McArthur. Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas:
Resolution passed.

RESOLUTION NO. 17-63 – A RESOLUTION APPOINTING JEROMY C. FRITZ TO THE ARNOLD FOUNDATION COMMISSION BOARD TO COMPLETE A THREE-YEAR TERM

Vern Sullivan made a motion and so moved to approve Resolution No. 17-63. Seconded by Gary Plunk. Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas: **Resolution passed.**

MOTIONS

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

Jason Fulbright made a motion and so moved to hold a closed session following the council meeting. Seconded by Butch Cooley. Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas: **Motion carried.**

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Gary Plunk – Ward 4 – Informed everyone that the Veterans Parade will be held on November 10th.

Butch Cooley – Ward 4 – Stated he has received calls from residents regarding the mud on Lonedell Road due to the construction of the Ott property. Mr. Cooley also informed council that the Liquor Committee held a meeting tonight and asked Tammi Casey to provide a report. Mrs. Casey stated that Jeffco Fuels had applied for an Original Package Retail Sales and a Sunday Original Package Retail Sales license. The Liquor Committee is forwarding a recommendation of approval.

Butch Cooley made a motion and so moved to approve the liquor license application for Jeffco Fuels. Seconded by Vern Sullivan. Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas: **Motion carried.**

ADMINISTRATIVE REPORTS

Chief Shockey – Requested a motion from council to waive normal bid procedures and approve the purchase of four Panasonic Gloved Multi Touch Laptops for the canine cars through drug forfeiture proceeds. Adding this purchase onto the purchase of the mobile LPR 3-camera system (Resolution No. 17-60) will save over \$400. Prior conversation earlier in the meeting discussed using the same company as the LPR's, as they were 4% cheaper than state bid.

Jason Fulbright made a motion and so moved to waive normal bid procedures and approve the purchase of four laptops through drug forfeiture proceeds for a price not to exceed \$10,500. Seconded by David Owens. Roll call vote: Fulbright, yes; McArthur, yes; Plunk, yes; Owens, yes; Cooley, yes; Sullivan, yes; Hood, yes; Fleischmann, yes; 8 Yeas: **Motion carried.**


Mary Holden – Informed council that the Building Appeals Board met on October 4th regarding the Douglas and Convair properties, both of which need to be demoed. Letters have been sent to both banks.

Mayor Counts announced a 10 minute recess before going into closed session.

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Closed session ended at 7:55 p.m.

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

Meeting adjourned at 7:55 p.m.


City Clerk Tammi Casey, MRCC

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 10/19/2017

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BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	BILL NO. 2678	RESOLUTION NO. 17-59	RESOLUTION NO. 17-60	RESOLUTION NO. 17-61
COUNCIL MEMBERS:							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	DAVID OWENS	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	VERN SULLIVAN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DICKIE BROWN			PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	ED BLATTNER			PRESENT
COM DEV	MARY HOLDEN	PRESENT	TREASURER:	DAN KROUPA			PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT	POLICE DEPT.	CHIEF SHOCKEY			PRESENT

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 10/19/2017

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BILL NO - RESOLUTION - MOTION

		RESOLUTION NO. 17-62	RESOLUTION NO. 17-63	MOTION TO HOLD CLOSED SESSION	MOTION TO APPROVE LIQUOR LICENSE FOR JEFFCO FUELS	MOTION TO WAIVE NORMAL BID PROCEDURES AND PURCHASE 4 LAPTOPS	
COUNCIL MEMBERS:							
MAYOR	RON COUNTS						
COUNCIL:	JASON FULBRIGHT	YES	YES	YES	YES	YES	
COUNCIL:	BRIAN MCARTHUR	YES	YES	YES	YES	YES	
COUNCIL:	GARY PLUNK	YES	YES	YES	YES	YES	
COUNCIL:	DAVID OWENS	YES	YES	YES	YES	YES	
COUNCIL:	BUTCH COOLEY	YES	YES	YES	YES	YES	
COUNCIL:	VERN SULLIVAN	YES	YES	YES	YES	YES	
COUNCIL:	MARK HOOD	YES	YES	YES	YES	YES	
COUNCIL:	EJ FLEISCHMANN	YES	YES	YES	YES	YES	
CITY ADMINISTRATOR	BRYAN RICHISON				PARKS DIR:	DICKIE BROWN	
CITY CLERK	TAMMI CASEY				PUBLIC WORKS:	ED BLATTNER	
COM DEV	MARY HOLDEN				TREASURER:	DAN KROUPA	
CITY ATTORNEY	BOB SWEENEY				POLICE DEPT.	CHIEF SHOCKEY	

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM
7 A

NAME OF TOPIC/PROJECT: Richardson Road/Old Lemay Ferry feasibility study for the construction of a roundabout at the intersection of Richardson Road at Old Lemay Ferry Road. A resolution authorizing the Mayor to execute a contract with AECOM Engineers to design those stated improvements.

SUMMARY EXPLANATION: A resolution is required to authorize the Mayor to sign an agreement with AECOM Engineers to undertake the feasibility of a possible roundabout design for the Richardson Road/Old Lemay Ferry Road intersection.

RECOMMENDED ACTION: Approval

Why is this action necessary? The City Council must approve the contract agreement.

What does this action accomplish? Feasibility study.

Positive impacts and to whom? The residents who drive the referenced roadways and intersection.

Negative impacts and to whom? None

ADDITIONAL COMMENTS: Engineering professional services

SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR	
Name: AECOM Engineers	Previous City Contracts: None
Transaction amount: \$13,475.00	MBE/WBE Participation: N/A
Transaction type: Contract	
Comments: Professional Service Fee	

SUMMARY OF SELECTION PROCESS		
Number of bidders: N/A	Low bid: N/A	High bid: N/A
Comments: Professional Service Fee		

SUMMARY OF BUDGET/COST

Budgeted amount: \$50,000

Addl. funding required: Not at this time

Comments: Professional Service Fee

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Monday, October 23, 2017

RESOLUTION NO. 17-64

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH AECOM ENGINEERS, INC. TO PROVIDE
ENGINEERING DESIGN SERVICES FOR UNDERTAKING OF A
FEASIBILITY STUDY FOR THE RICHARDSON ROAD/OLD LEMAY
FERRY INTERSECTION POSSIBLE ROUNDABOUT IMPROVEMENTS
PROJECT FOR THE CITY OF ARNOLD.

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 AECOM Engineers to provide engineering design services for undertaking of a feasibility study for the Richardson Road/Old Lemay Ferry intersection possible roundabout improvements project for the City of Arnold.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk, Tammi Casey

Date: _____

Attachment 2

(Scope of Services)

To be performed by AECOM

1. GENERAL

The Project involves the conceptual engineering design for the construction of a roundabout at the intersection of Richardson Road and Old Lemay Ferry Road. The design shall include the exhibits and coordination necessary for a presentation to the Arnold City Council.

2. CONCEPTUAL ANALYSIS

AECOM will utilize existing topographic information to generate a proposed roundabout design at the Richardson Road/Old Lemay Ferry Road intersection. It is assumed that all topographic and right-of-way information needed is available from the previous design project for this intersection. Should additional topographic/right-of-way information be required, the services of a surveying subcontractor will be required (not included in this scope and fee). The conceptual analysis shall include the following items:

- A. Plan layout of roundabout and approaches
- B. Typical sections
- C. Cross section development extensive enough to establish approximate slope limits
- D. Right-of-way linework depicting any new right-of-way or easements required for project construction
- E. Engineer's estimate
- F. Traffic analysis of existing traffic patterns and the perceived effect on those traffic patterns with the implementation of a roundabout
- G. Presentation displays
- H. City council presentation

3. TRAFFIC ANALYSIS

AECOM will review traffic volume and turning movement data on an informational basis for purposes of furthering roundabout option discussion with the city. Formal reports and/or presentation of such data to the city are not included in this scope.

4. CITY COUNCIL PRESENTATION

Upon completion of the conceptual design, AECOM will present its findings at City Council Work Session. City Council Work Sessions are held on the 2nd Thursday of every month. AECOM will coordinate a presentation date with the city, which shall occur no fewer than 30 days after this agreement has been executed.

5. SUBMITTALS

- A. Estimate of probable construction cost
- B. One (1) display board at a size no smaller than 34" x 22", depicting the proposed location of the roundabout, right-of-way impacts, and a proposed typical section
- C. One (1) presentation to a City Council Work Session

6. SUBCONTRACTED SERVICES

There are no subcontracted services within this project scope. Should additional topographic surveying and or right-of-way information be required, AECOM will procure the services of a subcontractor at that time.

7. DESIGN CRITERIA TO BE USED

AECOM shall use the following design criteria in this Project:

- A. General design criteria shall be as specified by the City of Arnold
- B. Missouri Department of Transportation
- C. AASHTO
- D. All traffic control signing and pavement markings shall meet the provisions of the "Manual on Uniform Traffic Control Devices"

Attachment 3

(Payment Schedule)

Project Phase	Portion of Fee	Percentage of Fee (Approx.)
Conceptual Analysis	\$13,475	100%
Total	\$13,475	100%

Exhibit 1 to Affidavit

Documentation confirming Consultant's enrollment and participation in a federal work authorization program follows on the next page.

Richardson Road/Old Lemay Ferry Road - Arnold, MO

Man-hour Breakdown for Conceptual Roundabout Design

Task Description	Classification				Total	Cost
	Proj Dir	PM	Engr 1	Tech		
A: Conceptual Analysis						
Kick-off Meeting/Site Visit		4	4		8	\$ 980.00
Plan Layout of Roundabout & Approaches	2	4	8		14	\$ 1,780.00
Typical Sections	1	1	2	1	5	\$ 640.00
Cross Section Development	2	4	12		18	\$ 2,220.00
Right-of-Way Linework		1	2		3	\$ 355.00
Engineer's Estimate		2	4	2	8	\$ 920.00
Traffic Analysis		4	8		12	\$ 1,420.00
Presentation Displays	1	2	8	16	27	\$ 3,010.00
City Council Presentation		4	4		8	\$ 980.00
QA/QC	1	2	52	19	5	\$ 570.00
Subtotal Man-hours	7	28	52	19	108	\$ 12,875.00
Subtotal Fee	\$ 1,260.00	\$ 3,760.00	\$ 5,720.00	\$ 1,995.00	\$ 120.00	\$ 12,875.00
Total Man-hours	7	28	52	19	108	\$ 12,875.00
Hourly Rate	\$ 180.00	\$ 135.00	\$ 110.00	\$ 105.00	\$ 60.00	
Project Subtotal Fee	\$ 1,260.00	\$ 3,760.00	\$ 5,720.00	\$ 1,995.00	\$ 120.00	\$ 12,875.00
Mileage						\$ 100.00
Printing						\$ 500.00
Direct Expense Costs						\$ 600.00
TOTAL FEE						\$ 13,475.00

RESOLUTION NO: 17-65

A RESOLUTION RE-APPOINTING TRISH MCCUTCHEN AND JOHN
BOEHMER TO THE ARNOLD HISTORIC PRESERVATION BOARD TO
SERVE A THREE-YEAR TERM.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Trish McCutchen and John Boehmer is hereby appointed to The Arnold Historic Preservation Board to serve for a three-year term that will expire on November 1, 2020 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

CITY OF ARNOLD, CITY COUNCIL, NOVEMBER 2, 2017 MEETING

TO: THE MAYOR AND CITY COUNCIL
FROM: MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SNOW PLOW AGREEMENT WITH MAXVILLE GARDENS SUBDIVISION
DATE: OCTOBER 25, 2017
CC:

Please find attached a resolution and agreement to be signed by the Home Owners Association (HOA) of Maxville Gardens subdivision for the City of Arnold to provide snow plowing services for the winter of 2017-18. This agreement protects the City from assuming maintenance of the streets until the deficiencies have been corrected and we formally accept the streets.

RESOLUTION NO: 17-66

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH MAXVILLE GARDENS SUBDIVISION TO PROVIDE
SNOW REMOVAL SERVICES FOR THE 2017-18 WINTER SEASON.

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 Maxville Gardens Subdivision to provide snow removal services for the 2017-18 winter season.

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: _____

SNOW PLOWING AGREEMENT

WHEREAS, the City of Arnold (“City”) is a city of the third class organized and operating pursuant to the laws of the State of Missouri; and

WHEREAS, as part of its services to the residents of the City, the City provides snow removal services for those streets accepted for maintenance by the City; and

WHEREAS, Maxville Gardens is a subdivision located wholly within the corporate limits of the City; and

WHEREAS, Maxville Gardens subdivision owns certain common ground within the subdivision, including the streets; and

WHEREAS, Maxville Gardens is governed by certain indentures/restrictions duly recorded in the Office of the Recorder of Deeds in Jefferson County, Missouri; and

WHEREAS, the Maxville Gardens indentures/restrictions vest the authority of the common ground, including the streets, located within Maxville Gardens with a home owners association (“HOA”); and

WHEREAS, the streets located in Maxville Gardens subdivision are not and have not never been accepted by the City; and

WHEREAS, Maxville Gardens has presented to the City a Neighborhood Improvement District (“NID”) petition to upgrade the streets within the subdivision with the intent of requesting the City to accept the improved streets for maintenance; and

WHEREAS, the City has reviewed the petition, initial cost estimates, proposed improvements and has taken the initial legislative steps to form the NID; and

WHEREAS, the improvements to the streets are unlikely to be completed before winter 2017-2018

WHEREAS, the Maxville Gardens HOA is requesting that the City, in anticipation of accepting the streets within Maxville Gardens subdivision, provide snow removal service prior to the acceptance of the Maxville Garden streets in the same manner and custom as the City provides currently to the accepted streets.

NOW THEREFORE, the parties agree as follows;

1. The City will provided ordinary/customary snow removal services for the streets located in the Maxville Gardens subdivision for the 2017-2018 winter season.
2. The HOA acknowledges that the City is providing snow removal in anticipation of the improvements scheduled under the NID and that by providing snow removal service, the City, in no way, is seeking to involuntarily accept the streets within Maxville Gardens subdivision.
3. That the HOA will not use snow removal service by the City as evidence of involuntary acceptance of the streets within Maxville Gardens subdivision.

4. The HOA agrees to indemnify and hold harmless the City and any of its agents, employees, officials or assignees for any damage caused by or resulting from the City providing snow removal service.

By: _____

By: _____
Mayor Ron Counts

Its: _____
Maxville Gardens HOA .

Its: Mayor
City of Arnold,

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

On this ____ day of _____ in the year 201__, before me personally appeared _____ to me known to be the persons described in and who executed the foregoing Snow Plow Agreement on behalf of Maxville Gardens and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I set my hand and affix my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

**CITY OF ARNOLD
AGENDA ITEM SUMMARY**

AGENDA ITEM

7 D

NAME OF TOPIC/PROJECT: A resolution authorizing the Mayor to execute an additional service agreement with CBB Engineers to undertake design services to undertake the right hand turn lane extension at the Fox School District campus as part of the overall CMAQ Jeffco Blvd./Tenbrook Road intersection improvements project.

SUMMARY EXPLANATION: This resolution authorizes the Mayor to accept the added CBB service design work to undertake the additional right hand turn lane extension at the Fox School District Campus.

RECOMMENDED ACTION: APPROVAL.

Why is this action necessary? Approval by the Council for the added scope of work is required.

What does this action accomplish? Design the school right hand turn lane extension.

Positive impacts and to whom? All school patrons and the public who enter the school property.

Negative impacts and to whom? None.

ADDITIONAL COMMENTS: The Fox School District will forgo easement payments in exchange for the construction of the right hand turn lane extension.

SUMMARY OF VENDOR/CONSULTANT/CONTRACTOR

Name: CBB Engineers **Previous city contracts:** Yes

Transaction amount: \$16,685.00 **MBE/WBE Participation:** N/A

Transaction type: Service agreement

Comments:

SUMMARY OF SELECTION PROCESS

Number of bids: N/A **Low bid:** N/A **High bid:** N/A

Comments: Professional engineering services

SUMMARY OF BUDGET/COST

Budgeted amount: N/A **Addl. Funding Required:** None

Comments:

RESOLUTION NO: 17-67

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO ADDED SERVICE AGREEMENT WITH CBB ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE FOX SCHOOL DISTRICT CAMPUS RIGHT HAND TURN LANE EXTENSION AS PART OF THE CMAQ JEFFCO BLVD./TENBROOK ROAD INTERSECTION IMPROVEMENTS PROJECT FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into an added service agreement with CBB Engineers to provide engineering design services for the Fox School District Campus right hand turn lane extension as part of the CMAQ Jeffco Blvd./Tenbrook Road intersection improvements project contract 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: _____

October 27, 2017

Mr. Ed Blattner, PE
City of Arnold
Public Works Director
2912 Arnold Tenbrook Road
Arnold, Missouri 63010

RE: City Funded Engineering Services for Jeffco Blvd. (MO RTE 61-67) and Tenbrook Road Survey, Design, Easement/Exhibits and Construction Engineering for Right Turn Lane Extension on Fox School Campus
CBB Proposal No. P17-163

Dear Mr. Blattner:

During the right of way and design phase of our current CMAQ project at the intersection of Jeffco Blvd. and Tenbrook Road, it was requested that CBB provide additional services related to the extension of the right turn lane on Fox School Campus for motorists exiting onto Jeffco Boulevard. This work is to be City funded and not part of the reimbursable CMAQ work. The work will be part of the CMAQ plan set; however, the quantities for the City funded portion of the project will be separated on the bid tabulations and Summary of Quantities and labeled as "non-participating" costs. All construction of the City funded portion of the project will be documented separately from the CMAQ funded portion of the project. CBB will inspect all of the City funded project and separately track and verify all of the "non-participating" quantities with the contractor.

CBB performed traffic observations of the arrival and dismissal at the Fox School Campus, performed traffic analysis of the queues for the right turn lane and prepared cost estimates of the proposed improvements. To date, this work has been completed.

During the right of way negotiations with the Fox School District, it was decided to take the necessary steps to extend the right turn lane approximately 100 feet plus taper to the first internal driveway. This work will require revisions to the plans set as well as separate documentation of the quantities that will not be part of the CMAQ project and will be tabulated on the Summary of Quantities and bid tabulations at "Non-participating Costs."

In order to complete this work, we will require additional topographical survey that will be performed by Buesher-Ditch Associates (BDA), revisions of the Temporary Construction Easement (TCE) by Civil Design Inc. (CDI), design of the right turn lane extension as well as Construction Engineering (CE) of the improvements by CBB.



SCOPE OF SERVICES

BDA – Topographical Surveys

1. BDA will obtain additional topographical survey as outlined in our original contract for CMAQ-5403 (668) for the area depicted on the attached exhibit.

CBB – Design of Right Turn Lane Extension on Fox Campus

2. CBB will prepare plans for the extension of the right turn lane on Fox Campus. These plans will show the removal of additional parking spaces as well as grading, paving and all necessary pavement markings to extend the proposed right turn lane approximately 100 feet plus taper to the first internal driveway on the Fox Campus.

CDI – Legal Description and Exhibits

3. CDI will revise the previously prepared legal description and exhibit for the TCE on Fox School Campus to encompass the additional improvements corresponding to the revised plans prepared by CBB.

CBB – Construction Engineering

4. CBB will provide one (1) on-site construction inspector during the entire duration of the right turn lane construction. We anticipate an addition of eight (8) working days of construction for the removals, grading, base installation, paving and marking;
5. Prepare daily reports of all construction activity;
6. Verify construction quantities and pay applications for the separated Non-participating CMAQ items.

FEES

CBB – Traffic Observations/Analysis for Right Turn Lane Extension	\$ 2,000.00
BDA – Obtain Additional Topographical Survey	\$ 1,500.00
CBB – Plan Revision for Right Turn Lane Extension	\$ 6,500.00
CDI – Legal Description/Exhibit for TCE	\$ 500.00
CBB- Construction Engineering for Right Turn Lane Construction	\$ 6,185.00



Mr. Ed Blattner, PE
October 27, 2017
Page 3 of 5

Exclusions, Extra Costs and Supplemental Services

If necessary, proposals for supplemental services will be provided upon request. In the absence of a supplemental contract, all additional services would be billed as extras. However, no additional work would be performed without direction or authorization from you or someone acting as your agent.

INVOICING AND PAYMENT

We will invoice you monthly and you agree to pay for these services within 30 days of the date of the invoice. You agree to limit our liability to you due to any negligent act, errors, or omissions such that the total aggregate liability of our firm to the extent agreed to in the original engineering services agreement.

ACCEPTANCE

If the proposed scope of services, fees, payment conditions and limits of liability described above meet your approval, please sign and return this contract. We will return a fully executed copy for your files.

We look forward to working with you on this project. Should there be any questions regarding this proposal, please contact me at cbrammeier@cbbtraffic.com or on my mobile device 618-570-2863

Sincerely,

A handwritten signature in black ink that reads "Chris Brammeier".

Christopher M. Brammeier, P.E.
Senior Roadway Engineer, Principal



Mr. Ed Blattner, PE
October 27, 2017
Page 4 of 5

THE UNDERSIGNED HEREBY COMPLIES WITH ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT; FINAL EXECUTION OF THIS PROPOSAL WILL BE IN OUR ST. LOUIS, MISSOURI OFFICE:

Signature

Date

Printed Name

Title

Entity

ACCEPTING FOR GEORGE L. CRAWFORD AND ASSOCIATES, INC. D/B/A CRAWFORD, BUNTE, BRAMMEIER IN OUR ST. LOUIS, MISSOURI OFFICE:

Signature

Date

Printed Name

Title

Proposal No.: P17-163
Contact: Mr. Ed Blattner, PE
Office No.: 636.282.6650
Email: eblattner@arnoldmo.org



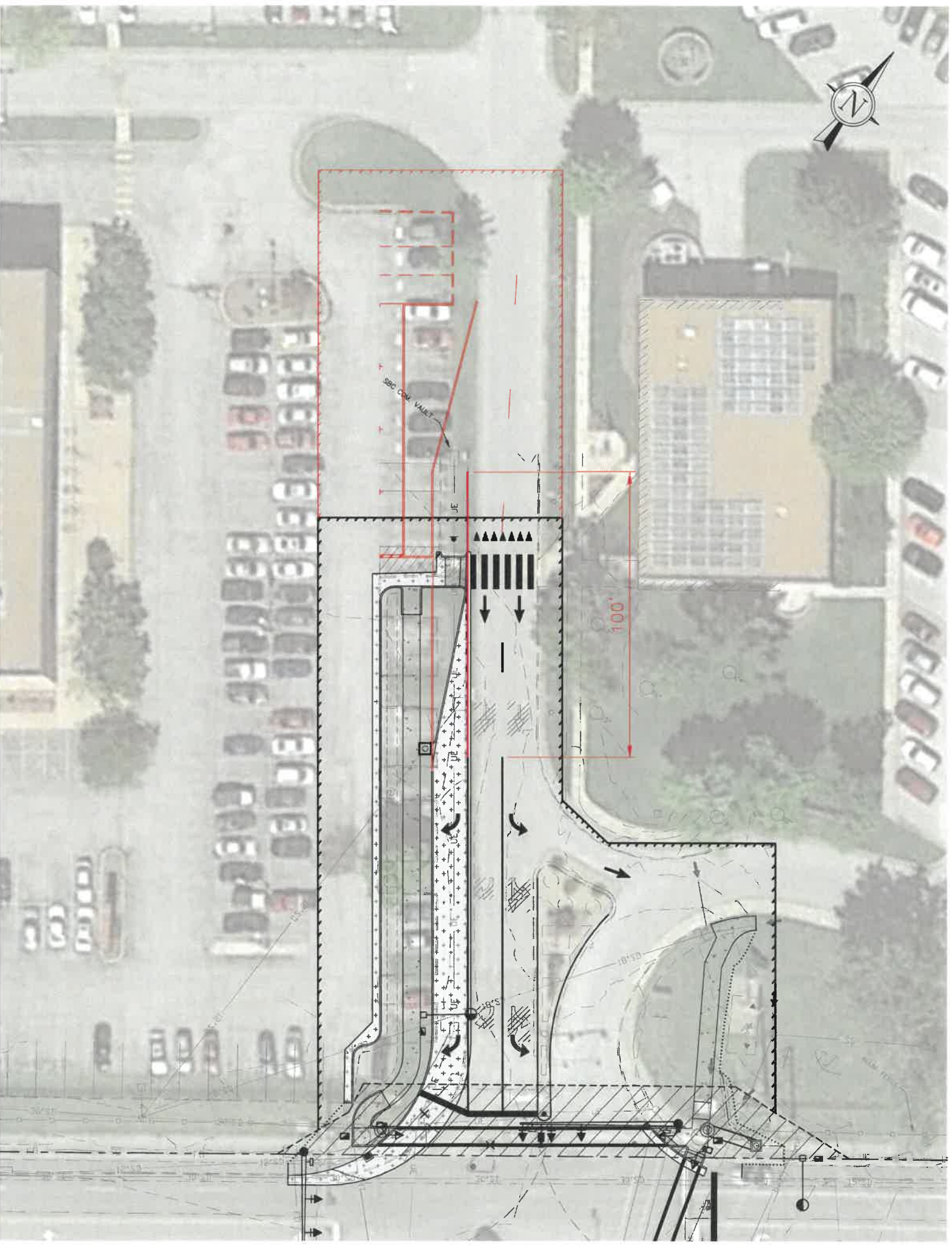
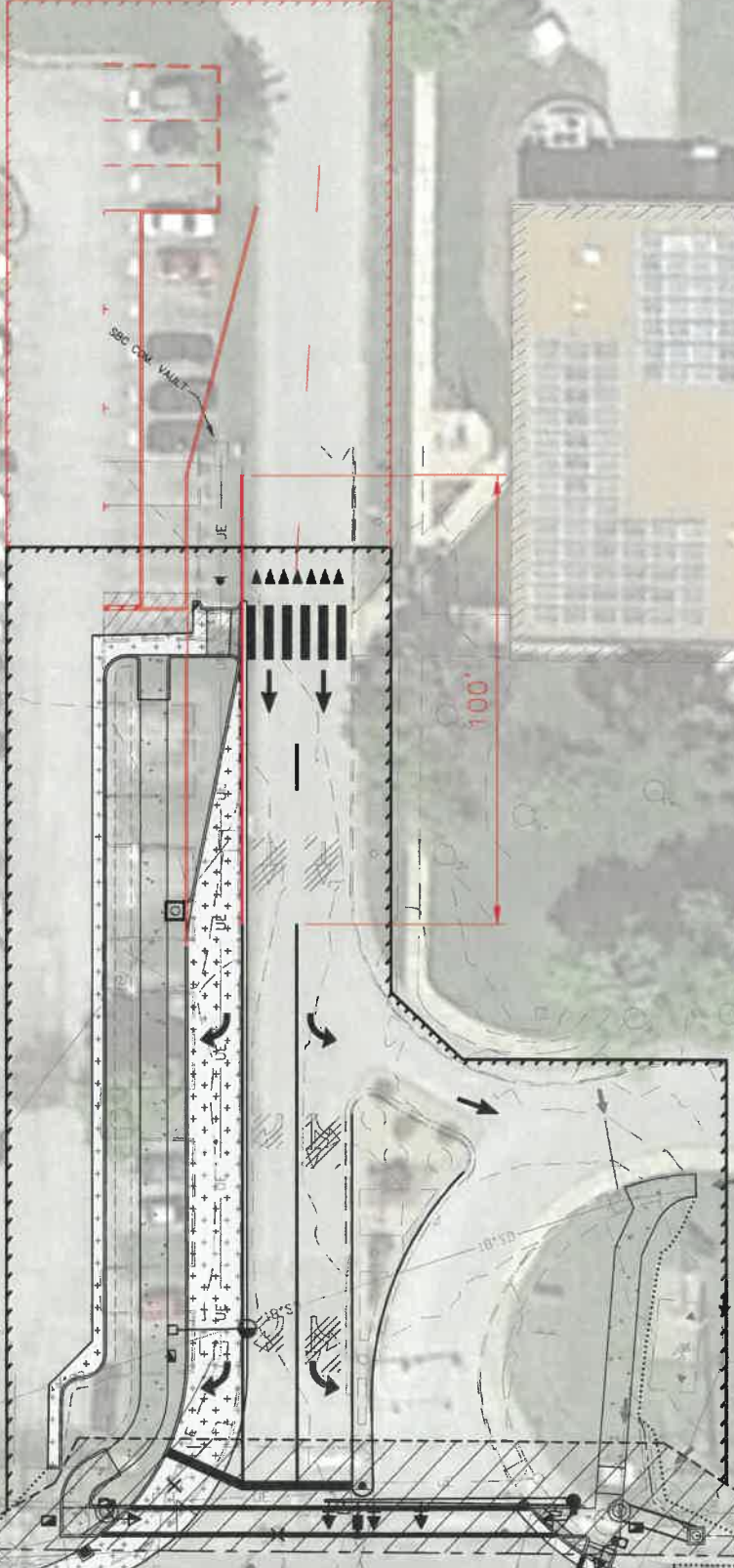
2017 FEE SCHEDULE*
For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Sr. Principal		\$220.00
Senior Engineer	Level V	\$170.00
Senior Engineer	Level IV	\$165.00
Senior Engineer	Level III	\$160.00
Senior Engineer	Level II	\$155.00
Senior Engineer	Level I	\$150.00
Project Engineer	Level V	\$135.00
Project Engineer	Level IV	\$130.00
Project Engineer	Level III	\$125.00
Project Engineer	Level II	\$120.00
Project Engineer	Level I	\$115.00
Staff Engineer	Level IV	\$105.00
Staff Engineer	Level III	\$100.00
Staff Engineer	Level II	\$95.00
Staff Engineer	Level I	\$90.00
Staff Planner	Level II	\$95.00
Jr. Engineer		\$85.00
Designer		\$85.00
CADD Tech	Level II	\$80.00
CADD Tech	Level I	\$70.00
Construction Inspector		\$80.00
Field Tech	Level II	\$70.00
Field Tech	Level I	\$65.00
Financial Admin.		\$80.00
Office Admin.		\$50.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Xerox Copies	\$ 0.12/Copy
Plan Sheets (Standard)	\$ 1.25/Sheet
Plan Sheets (Color or Enlarged)	Varies
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

* Note: Effective January 1, 2017
 Rates subject to change January 1 of each calendar year.



RESOLUTION NO: 17- 68

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH NETCOM, INC. FOR STRUCTURED RE-WIRING
SERVICES IN THE POLICE DEPARTMENT

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 NetCom, Inc. for structured re-wiring services in the Police Department.

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: _____

City of Arnold

Memorandum from the Information Technology Department

Date: October 19, 2017

To: Bryan Richison, City Administrator

From: Deion Christopher, Information Technology Manager

Re: Structured Re-Wiring Services Project



On the Tuesday, October 17th bid opening I received a single bid from NetCom, Inc. totaling \$23,071.63 to rewire the police department. They included an additional line item of \$329.00 per segment pricing for additional connections prior to, and within 12 months after installation. I initially emailed one other potential bidder the link to the bid packet, which Tammi has a copy of that email.

I contacted two out of the three references listed by NetCom, Inc. and received positive feedback to my questions.

Proposed Project Cost:	\$23,071.63
Amount Budgeted for Project:	\$25,000

It is my recommendation that the City of Arnold accept the bid proposal from NetCom, Inc. to perform Structured Re-Wiring Services in the police department.

Attachments: One(1)

**Exhibit A
Contractor Information**

The Undersigned understands and agrees that the City of Arnold may, at its discretion, elect to delete areas, prior to the notice to proceed.

The Undersigned understands that items incidental to the project including but not limited to any final cleanup and disposals are included in the above costs.

The undersigned has examined the Requirements for, and the location of, the project and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

NAME OF BUSINESS

NETCOM, INC.

(If an individual)
SIGNATURE OF BIDDER

BUSINESS ADDRESS

TELEPHONE NO.

(If Co-partnership)
FIRM NAME

SIGNATURE

BUSINESS ADDRESS

TELEPHONE NO.

(If a Corporation)
CORPORATE NAME

NETCOM, INC.

SIGNATURE



BUSINESS ADDRESS

1632 HEADLAND, FENTON, MO 63026

TELEPHONE NO.

636-349-6400

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

KRISTIN STOLZ (SIGMA)
Name

314-301-2051
Phone Number

DAN ABERNATHY (DAP Products)
Name

636-349-5855
Phone Number

LEE ROUSE (WASH. UNIV.)
Name

314-747-0814
Phone Number

ATTACHMENT B
BID PROPOSAL FORM
CITY OF ARNOLD, MISSOURI
Structured Re-Wiring Services

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated September 29, 2017 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and any/all material plus perform all work necessary for undertaking the **Structured Re-Wiring Services** as all required by and in strict conformance with the Bid Requirements and addenda No. N/A to N/A inclusive at the unit and lump sum prices listed herein.

All-inclusive fee to be charged for project, with specified materials, labor, estimated hours, and other expenses contained:

LUMP SUM	\$ <u>23,071.63</u>
Per segment pricing for additional connections (prior to installation)	\$ <u>329.00</u>
Per segment pricing for additional connections (within 12 months after to installation)	\$ <u>329.00</u>

Indicate below instrumentation that will be used for testing structured cable system

FLUKE DTX-1200

Hold Harmless Agreement

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

Pursuant to the requirements of the bid and contract for **Structured Re-Wiring Services**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insured as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves

the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. Contractor agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

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

 DEREK DAVIS
CONTRACTOR

10/16/17
DATE

NON-COLLUSION FORM

DEREK DAVIS

being duly sworn in oath deposed and states:

I. That in connection with this procurement,

- a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
- b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

II. The undersigned further states:

- a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
- b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.

III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).

IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

NETCOM, INC. *Derek Davis*
(NAME, INDICATE CORPORATION,
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

OPERATIONS MANAGER
(OFFICE HELD IN BIDDER ORGANIZATION)

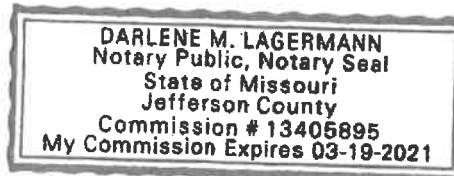
ATTEST:

_____ By *Derek Davis*

Subscribed and sworn to before me this 16th day of October, 2017.

Darlene M. Lagermann
Notary Public

My commission expires on: 3-19-2021



Affidavit of Work Authorization

Comes now DEREK DAVIS (name) as OPERATIONS MANAGER (office held) first being duly sworn, on my oath, affirm NETCOM, INC. (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the **Structured Re-Wiring Services** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that NETCOM, INC. (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the **Structured Re-Wiring Services** for the duration of the contract, if awarded.

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

[Signature]
Signature

DEREK DAVIS
Printed Name

OPERATIONS MANAGER
Title

10/16/17
Date

Subscribed and sworn before me the 16th day of October 2017. I am commissioned as a notary public within the county of St. Louis. State of Missouri, and my commission expires on 3-19-2021.

[Signature]
Signature of notary

10/16/2017
Date



RESOLUTION NO: 17-69

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HUFFMAN SECURITY TO REPLACE THE DVR SYSTEMS LOCATED AT THE POLICE DEPARTMENT AND AT POMME CREEK GOLF COURSE.

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 Huffman Security to replace the DVR Systems located at the Police Department and Pomme Creek Golf Course.

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: _____

City of Arnold

Memorandum from the Information Technology Department

Date: October 19, 2017

To: Bryan Richison, City Administrator

From: Deion Christopher, Information Technology Manager

Re PD and Golf Course DVR System Replacements Project



On the Tuesday, October 17th I received a single proposal from Huffman Security totaling \$10,008.80 to replace two existing DVRs, replace two existing PTZ cameras, and to test and train personnel.

I initially emailed three companies the link to the RFP packet, which Tammi has a copy of those emails.

Proposed Project Cost:	\$10,008.80
Amount Budgeted for Project:	\$15,000

The City has a good working relationship with this company; the Police Department, City Hall, and the Rec Center have used Huffman Security for the past few years to install and service existing DVR systems and cameras. Their technicians are competent, their equipment performs properly, and they have a very quick response time to callouts.

It is my recommendation that the City of Arnold accept the proposal from Huffman Security to replace the DVR systems located at the Police Department and at Pomme Creek Golf Course.

Attachments: One(1)



Huffman Security Company, Inc.

1312 Lonedell - Arnold, MO 63010 -

Phone: (636)282-7233

Fax: (636)296-0844

angie@huffmansecurity.com

Date	Quote #
10/12/17	USAQ10853-01

PROPOSAL

Bill To: City of Arnold

2101 Jeffco Blvd
Arnold, MO 63010

Phone: (636)262-4789
Fax: (636)282-2381

Site: City of Arnold

2101 Jeffco Blvd
Arnold, MO 63010

Phone: (636)262-4789

Please note Site Contact Person if different from above:
X _____

Terms: 50% Upon Acceptance/50% Upon Completion	Account Representative: Angie Behrens	P.O. Number	Ship Via Common
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Qty	Description		
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Replacement CCTV System

Scope of Work:

- Replace two existing DVRs
- Replace two existing PTZ cameras.using existing wire, power supplies and connectors
- Test and train Personnel

Preliminary Start date: Approximately 3 weeks after acceptance (dependent on receiving parts from the vendor)
Completion Date: Completed in 2-3 days

2	Costar CR1600ET-9TB 16-Channel HD DVRs * 9TB Storage * 4-Channel Audio * 240 IPS @ 1080P	\$2,014.67	\$4,029.34
2	Eyoyo BNC12M1 2" BNC TFT Spot Monitors * Displays cameras and audible alerts when sally port, front reception, gun vault, and evidence room are activated * Foot or Wall Mount	\$126.65	\$253.30
1	Provantage ETR 550 Power Conditioner-Purifier for any software based Digital Video Recorder	\$133.32	\$133.32
2	Costar CDT2120PZ PTZ Dome Cameras with HD over Coax Features: * 2 megapixel resolution (1080p) * Pan Tilt Zoom with 20x auto focus zoom lens * 1/2.8" Sony Starvis CMOS image sensor * True day/night with IR cut filter * Back Light Compensation (BLC) * Digital Noise Reduction (2DNR / 3DNR)	\$990.00	\$1,980.00

Qty	Description		
	* Wide Dynamic Range (WDR) * Up-the-coax control (UTC) * Weatherproof IP66 rated * Vandal resistant housing IK10 rated * DC12V or AC24V		
2	Costar CDMKMW all Mounts for use with CDC2450MT / CDIH226V / CDI2120PZ	\$80.67	\$161.34
1	40' Bucket Lift Rental	\$250.00	\$250.00
2	Miscellaneous	\$31.25	\$62.50
1	Installation - 32 hours estimated to complete this project	\$2,720.00	\$2,720.00
6	Labor to install the remote client software onto work stations and or server. Huffman Security Company, Inc is not responsible for any other files, programs or any issues on any PC, and would only be responsible to load the new software and program to customers new system.	\$49.00	\$294.00

Includes delivery to job site, sales tax, F.O.B. freight, installation of DVRs and replacement cameras using existing power supplies, wire, and connectors, programming of DVR, training to end user and final clean up. Any moving or changing of existing wire/coax cable would be additional. All work performed by HSC personnel during normal business hours, 8:00 AM - 4:30 PM, Monday - Friday. Clear access to install must be provided. Prices subject to change after 30 days. Connection to LAN/WAN or Internet connection, if applicable, provided by other. Instructions for the LAN/WAN/Internet connection will be furnished within the DVR installation manual. Existing equipment must be in good working condition and compatible with new equipment. Any replacement of existing equipment not specified for replacement will be additional.

***PLEASE NOTE* It is important that the settings on any new recording system be checked routinely after it is installed to assure additional adjustments are not needed and that the system is achieving back up video in an acceptable manner.**

After the one year warranty period has ended, service calls during normal working hours (Monday-Friday, 8 a.m. - 4:30 p.m.) will be invoiced at \$98.00/hour, with a \$24.50 trip charge. Any service calls outside of hours, including holidays, will be invoiced at \$147.00/hour, with a \$36.75 trip charge.

Standard NEW product warranty is one year parts and labor. Preowned equipment is warranted for 30 days. ATMs are warranted for 90 days, unless an extended warranty is purchased. No job is considered complete until 100% customer satisfaction is achieved (excludes errors outside HSC control).

SubTotal	\$9,883.80
Sales Tax	\$0.00
Shipping (estimated)	\$125.00
Total	\$10,008.80

HSC, Inc.
Authorized
Signature: Angus Behrens

10-12-17

NOTE: This proposal may be withdrawn by us if not accepted within 120 days

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment to be made as outlined in terms.

Date of Acceptance

Customer Signature

ADDITIONAL TERMS AND CONDITIONS THAT CONSTITUTE PART OF THIS AGREEMENT

WARRANTY/LIABILITY/LIMITATIONS/REMEDIES

EXCEPT AS MAY BE EXPRESSLY STATED IN THIS AGREEMENT, HSC MAKES NO EXPRESS AND/OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO ANY "WORK REQUESTED", AND/OR ANY OTHER MATERIALS OR SERVICES THAT MAY BE PROVIDED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE OR PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION OR QUALITY OF ANY PARTS SUPPLIED HEREIN AND/OR ANY WORK REQUESTED

HSC is not an insurer. Charges payable hereunder to HSC by CUSTOMER: (a) are solely based upon the value of materials and services offered and the scope of liability undertaken and (b) have no relationship to the value of property belonging to the CUSTOMER or to others located on CUSTOMER'S premises. HSC does not guaranty, represent or warrant that the "WORK REQUESTED" it furnishes will avert or prevent occurrences, or the consequences there from, for which CUSTOMER'S SYSTEM is designed or intended to detect or prevent.

CUSTOMER HEREBY WAIVES, RELEASES AND DISCHARGES ANY AND ALL CLAIMS AGAINST HSC (ALONG WITH ITS SUCCESSORS AND ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND INDEPENDENT CONTRACTORS) FOR DAMAGES FOR PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE WHICH CUSTOMER MAY HAVE OR WHICH MAY SUBSEQUENTLY ACCRUE TO CUSTOMER AS A RESULT OF THIS "AGREEMENT" ANY "WORK REQUESTED" AND/OR ANY OTHER MATERIALS OR SERVICES THAT MAY BE PROVIDED UNDER THIS AGREEMENT EVEN THOUGH THE DAMAGES MAY ARISE OUT OF THE FAULT, NEGLIGENCE OR CARELESSNESS OF HSC AND/OR ITS SUCCESSORS AND ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND/OR INDEPENDENT CONTRACTORS.

CUSTOMER acknowledges and agrees that HSC shall not have any liability under this AGREEMENT for any money damages resulting from claims made by CUSTOMER or by CUSTOMER on behalf of or resulting from the claim of any third party except as specified in this paragraph. No action at law or in equity shall be maintained by CUSTOMER against HSC for alleged breach of this AGREEMENT, for alleged fault or negligence, for alleged intentional torts, for alleged strict liability or products liability, and/or for alleged violations of the common law of any state, and/or any federal or state law or regulation now in effect or hereafter enacted, unless (i) CUSTOMER notifies HSC in writing at the address specified in this AGREEMENT within thirty (30) days from the date of such alleged breach, act or violation, and provided HSC does not remedy or correct the breach, act or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by CUSTOMER from the date that CUSTOMER notified HSC in writing of any alleged breach, act or violation. HSC's sole liability and CUSTOMER's sole and exclusive remedy under this AGREEMENT for money damages resulting from claims made by CUSTOMER or any third party arising from, pertaining or related to this AGREEMENT, including without limitation those claims described in the immediately preceding paragraph, shall not exceed (1) the amount of actual damages incurred by CUSTOMER or third party or (2) the amount of \$250.00, whichever amount is less. Such damages shall be the full extent of HSC's monetary liability under this AGREEMENT regardless of the form in which any such legal or equitable claim or action may be asserted against HSC and shall constitute CUSTOMER's sole and exclusive remedy. Without limiting the foregoing, in no event will HSC be responsible for (a) special, indirect, incidental or consequential damages which CUSTOMER may incur or experience on account of entering into or relying on this AGREEMENT even if HSC has been advised of the possibility of such damages and/or (b) punitive or exemplary damages.

In the event any person not a party to this AGREEMENT shall make any claim against HSC in connection with or for the failure of any "WORK REQUESTED" and/or any other materials or services that may be provided under this AGREEMENT, whether or not caused by the fault or negligence of HSC, then the CUSTOMER agrees to indemnify, defend and hold harmless HSC from any and all such claims including without limitation the payment to HSC of all of its damages, expenses, costs and attorney's fees of counsel selected by HSC.

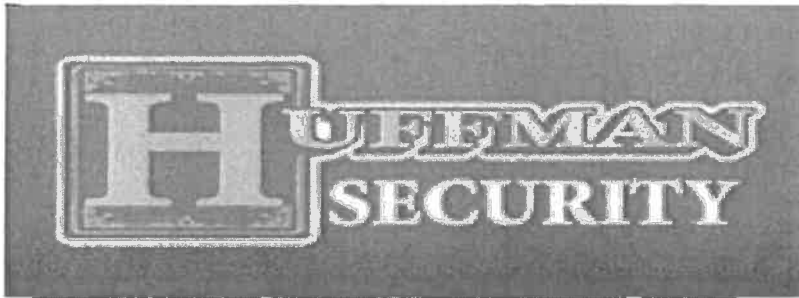
WORK REQUESTED.

WORK REQUESTED under this AGREEMENT shall be limited to the work described on the front side of this AGREEMENT. Any equipment or other property of CUSTOMER that will be or may be a part of the WORK REQUESTED shall be defined as the SYSTEM. It is the CUSTOMER'S sole responsibility to provide the supporting foundations for the installation and/or removal of any piece of equipment. Customer understands that any work done after HSC's normal working hours is completed at the then current overtime rate. At the CUSTOMER'S request and

expense HSC will move and relocate existing equipment, but will not guaranty future operation of moved equipment. All WORK REQUESTED performed under this AGREEMENT must be performed by HSC or HSC'S authorized agents or subcontractors. HSC will perform or cause to perform the WORK REQUESTED on a time and material basis (based upon HSC's current BILLABLE RATE and HSC's current price for any parts or supplies) along with any additional expenses (including without limitation travel time, mileage, and other out-of-pocket expenses) resulting from the performance of such WORK REQUESTED. CUSTOMER agrees to pay for said services, parts and/or expenses within thirty (30) days after the date of any invoice or statement from HSC.

OTHER TERMS AND CONDITIONS.

CUSTOMER agrees: (1) to be bound by HSC's STANDARD AGREEMENT policies and procedures in effect on the effective date of this AGREEMENT or as may be amended by HSC from time to time with or without notice; (2) that such STANDARD AGREEMENT policies and procedures are specifically incorporated in this AGREEMENT.



Huffman Security Company, Inc., is a locally owned and operated company providing security solutions and servicing equipment for over 30 years. Our technicians are varied in experience from 1 year to 25+ years, licensed in Jefferson County, St. Louis City and County, and Illinois.

REFERENCES:

- Jefferson Bank – Rick Dreiling, Vice President/Security Officer 314-621-0100
- *Equipment installer and service provider for alarm, access control, CCTV, driveup, safe and vault equipment for 20+ years for multiple locations.*
- Citizens National Bank – Dan Walper, Vice President, Corporate Security Officer 314-645-0444
- *Equipment installer and service provider for alarm, access control, CCTV, driveup, safe and vault equipment for 20+ years for multiple locations.*
- Midwest Bank Centre – Linda Hemmer, Vice President Bank Security & Fraud 314-633-6794
- *Equipment installer and Service provider for alarm, access control, CCTV, driveup, safe and vault equipment for 5+ years for multiple locations.*
- Midwest Regional Bank – Al Guerrero, Facilities Manager 636-931-6276
- *Equipment installer and Service provider for alarm, access control, CCTV, driveup, safe and vault equipment for 5+ years for multiple locations.*
- Jersey County Sheriff's Department – Kevin Klaas, Chief Deputy Sheriff 618-498-6881
- *Equipment Installer and Service provider for CCTV, intercom, and audio equipment for 5+ years for multiple buildings.*
- Pike County Sheriff's Department – Paul Petty, Sheriff & Coroner 217-285-5011
- *Equipment installer and Service provider for CCTV, intercom and audio equipment for 5+ years for multiple buildings.*

CITY OF ARNOLD, CITY COUNCIL, NOVEMBER 2, 2017 MEETING

TO: THE MAYOR AND CITY COUNCIL
FROM: MARY P. HOLDEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 2017-18, CONDITIONAL USE PERMIT FOR SALES TRAILER AT HENLEY WOODS SUBDIVISION (OTT PROPERTY), PAYNE FAMILY HOMES, LONEDELL AND POMME ROADS, **PLANNING COMMISSION RECOMMENDATION**
DATE: OCTOBER 25, 2017
CC:

Request

Fribis Engineering, on behalf of Payne Family Homes, has submitted for approval of a conditional use permit to place a sales trailer on the proposed Henley Woods Subdivision (Ott property). The sales trailer will be located at the front of the project. Attached is the application, pictures of the trailer, site plan and correspondence from Ameren Missouri.

Summary

The Planning Commission held a public hearing and considered this request at their October 24, 2017 meeting. During the public hearing two residents spoke. The first spoke about mud and rock on the road while the other wanted to know when grading would start on the back half of the property. Neither expressed opposition to the proposed sales trailer. During the regular meeting, there was discussion about the forty (40) foot Ameren ingress/egress easement and it was noted a condition was provided that a copy of Ameren approval must be provided to Staff for any work done in their easement. The Planning Commission voted 8-0 to forward a recommendation of approval to the City Council with the below finding and conditions:

Findings:

1. The use can be operated in a manner that is visually compatible with the surrounding uses and will not be detrimental to the permitted land uses in the district since it is of a temporary nature.

Conditions:

1. This approval is contingent upon Ameren approving the grading and improvements to be constructed in their easement and a copy of such approval supplied to the City of Arnold.

2. Parking stalls must be dimensioned at ten (10) feet wide by nineteen (19) feet long and the ADA access isle must be eight (8) foot wide for van accessibility. Indicate on the plan.
3. Label the front yard setback along Pomme Road as thirty-five (35) feet.

Analysis

The request is similar to ones in the past and allow for pre-sale of the homes. While the common concerns are addressed, such as paved parking area, restroom facilities, setbacks, etc., we have a few concerns discussed below.

It seems there are two forty (40) foot wide Ameren easements (as indicated on the plans label "From Ameren") not initially identified on the development plans but are indicated on the display house plat. While we have not yet reviewed the overall development plan to see how the forty (40) foot easements will impact the development, we have determined the easement will impact this and the display house plat proposal. With reference to this proposal, the grading and parking area is located within the easement and must receive approval from Ameren for such work with a copy supplied to the City of Arnold.

On a technical note, parking stalls must be dimensioned at ten (10) feet wide by nineteen (19) feet long and the ADA access isle must be eight (8) foot wide for van accessibility. In addition, label the front yard setback along Pomme Road as thirty-five (35) feet.

When reviewing a conditional use permit, the following must be taken into consideration:

The use is deemed consistent with good planning practice.

The use can be operated in a manner that is not detrimental to the permitted developments and uses in the district.

The use can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area.

The use is deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City of Arnold.

Meeting Date — 10/24/17
Council Meeting 11/2/17

Place Ad 10/3/17
Sign up 10/9/17

Community Development Department
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010
636-282-2378
636-282-6677 Fax



CONDITIONAL USE PERMIT APPLICATION

File Number 2017-18

\$400.00 Fee - Paid ✓

APPLICANT/CONTRACT PURCHASER

OWNER

Payne Family Homes
Name

Payne Family Homes
Name

10407 Baur Blvd., Ste B
Address, City, State, Zip St. Louis, MO 63132

10407 Baur Blvd., Ste B
Address, City, State, Zip St. Louis, MO 63132

(314) 996-0300
Telephone Number

(314) 996-0300
Telephone Number

Facsimile Number

Facsimile Number

Lonedell & Pomme Creek Rd
Property Address (or nearest intersection)

PRD
Zoning of Property

Proposed Use Sales Trailer

Adjacent Zoning/Uses

R3 North PRD South

R3 East R07 West

9/18/17
Date of Application

Meeting Date Targeting

[Signature]
Signature of Applicant

Signature of Owner



314-220-2861

ASHFORD
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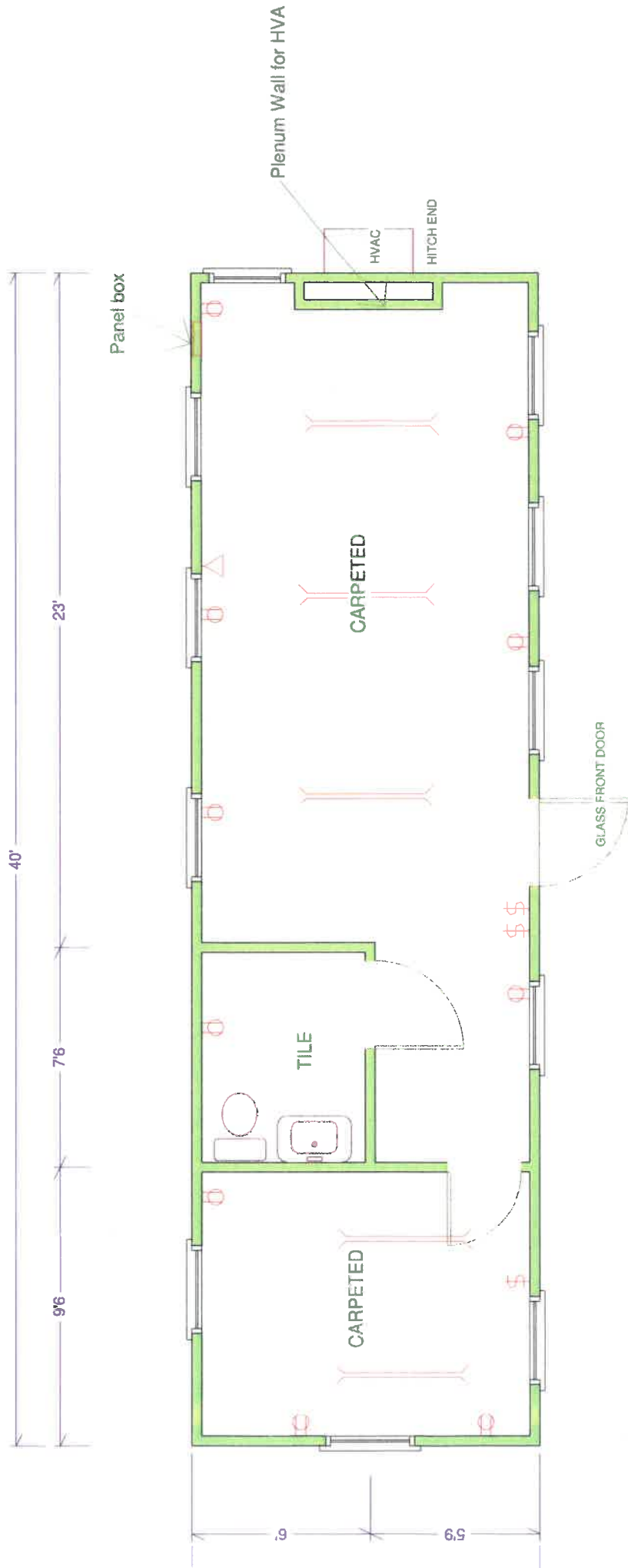
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\$270,000's

SALES HOURS

Mon 11:30 - 5
Tue-Sat 10 - 5
Sun 11 - 5

paynefamilyhomes.com





12X44 SALES OFFICE

MU-02252; S/N R0437

Mary Holden

From: Wolf, Michael J <MWolf@ameren.com>
Sent: Wednesday, October 18, 2017 12:05 PM
To: Mary Holden
Cc: Rosener, William J; Marquart, Gary L; Kimbrough, Mary D
Subject: Henley Woods
Attachments: Henley Woods Display Plat.pdf

Mary,

It has come to our attention that Ameren has easements not shown on previous plans provided us by the developer. These easements impact several lots in this development, including the planned display lots. These easements are shown on the display plat you recently sent us.

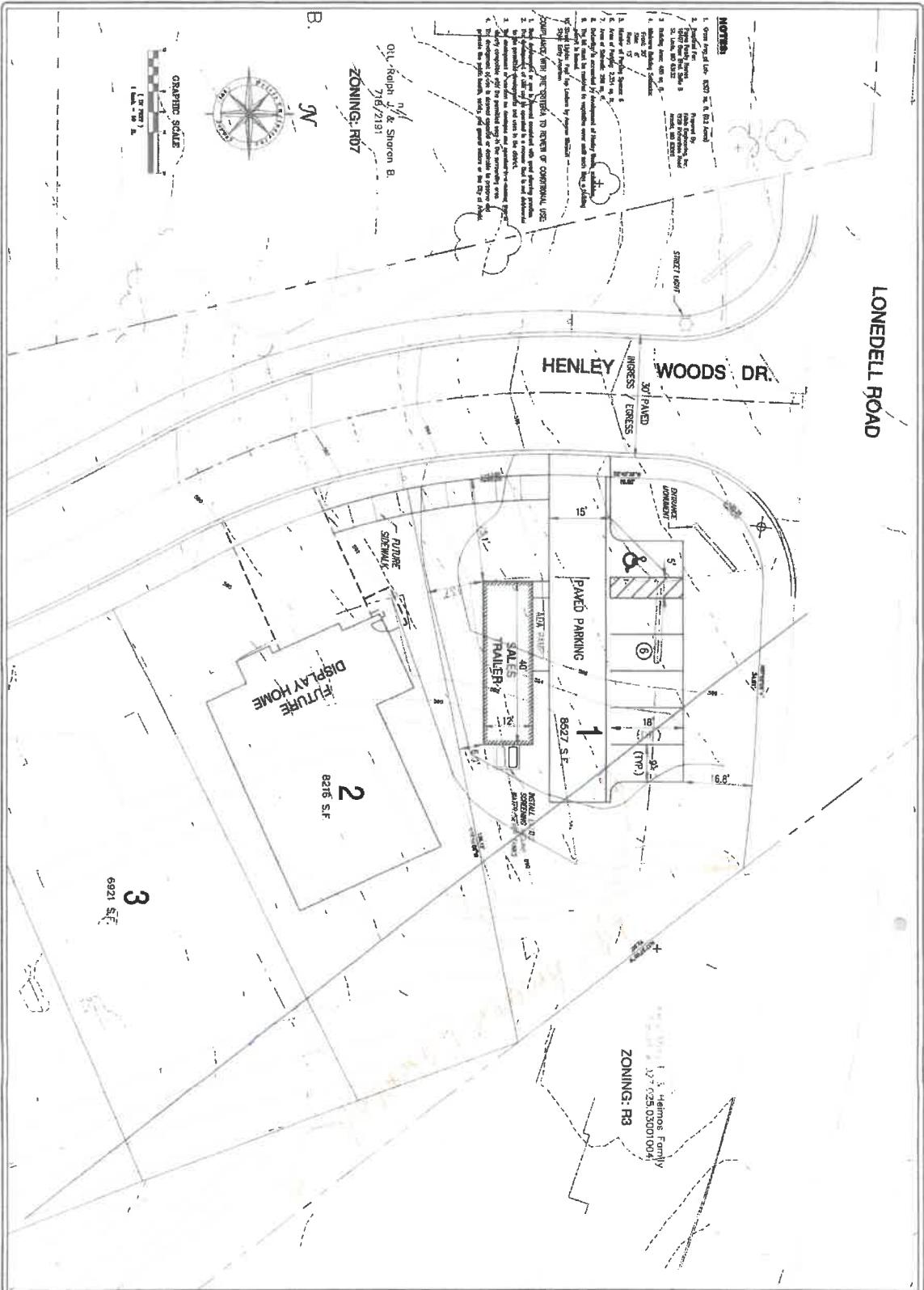
Since our substation has the capability and potential for additional circuits, Ameren is not agreeable to vacating any rights to these easements at this time. However, we will discuss future easement needs with our planning department to determine the extent that any or all of these easements are needed for current and/or potentially future circuits.

I will keep you posted on any further development in this matter.

Thanks,
Mike

Mike Wolf
Energy Services Consultant
Ameren Missouri-Jefferson District
6450 Highway MM
House Springs, Mo 63051
636-671-6127 office
636-671-6110 fax
mwolfA@ameren.com

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NOTES

1. Open Space (Lot 827) is R3 Zoned
2. Proposed for 10407 Baur Blvd. (827) and 10409 Baur Blvd. (828) is R3 Zoned
3. Lot 827 is 10407 Baur Blvd. (827) and 10409 Baur Blvd. (828)
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OLD Republic & Sharon B.
ZONING: R07

HENLEY WOODS DR.

LONEDPELL ROAD

FUTURE HOME DISPLAY

2
8216 S.F.

SALES TRAILER

40' x 30'

PAVED PARKING

8527 S.F.

3
6921 S.F.

ZONING: R3

Payne Family Homes

DATE	BY	APP'D

FRIBIS
ENGINEERING
10407 Baur Blvd.
St. Louis, MO 63132
(314) 996-0300
FRIEDRICH RIBBINS INC. MEMBER IACET
ONE CONSULTING & CONSTRUCTION AT LARGE FIRM

SITE PLAN
CONDITIONAL USE PERMIT
HENLEY WOODS
ARNOLD, MISSOURI

PREPARED FOR
PAYNE FAMILY HOMES
10407 BAUR BLVD, SUITE B
ST. LOUIS, MO 63132
(314) 996-0300

NO.	DESCRIPTION

