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**Public Hearing  
Council Chamber**

**November 2, 2023  
7:00 P.M.**

**A. Commercial and Industrial Uses (Zoning Text amendment)**

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**Zoom Link – Internet Audio/Video:**

<https://us02web.zoom.us/j/84178565503?pwd=Wk1TT2cwTkxyVjJKRXI5QmwyL0tvZz09>

**Dial-in Number: 312 626 6799      Meeting ID: 841 7856 5503      Passcode: 390713**

## **AMENDED 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 **October 19, 2023.**
  - B. Payroll Warrant **#T00582 in the Amount of \$382,937.57.**
  - C. General Warrant **#5845 in the Amount of \$465,261.53.**
5. Ordinances:
  - A. **Bill #2866** An Ordinance Accepting Lands Known As, the Enclave at Strawberry Ridge Subdivision, For Public Use of Streets and Storm Sewers; Authorizing the Mayor of the City of Arnold, Missouri, to Execute A Formal Acceptance Thereof; and Providing for the Recording of Said Acceptance. A Copy of Said Formal Acceptance is Attached Hereto and Made a Part Hereof by Reference.

- B. **Bill #2867** An Ordinance of the City Council of the City of Arnold, Missouri, Amending Chapter 405 of The Arnold Code of Ordinances by Establishing and/or Revising Various Permitted and Conditional Commercial and Industrial Uses and Standards Related Thereto.
- C. **Bill #2868** An Ordinance Approving A Municipal Agreement with The Missouri Highway and Transportation Commission Related to The Intersection of St. John's Church Road and Jeffco Boulevard.

6. Resolutions:

- A. **Resolution #23-59** A Resolution Appointing and Re-Appointing Individuals to Serve on the Planning Commission with Different Expiration Dates.
- B. **Resolution #23-60** A Resolution Authorizing the Chief of Police to Purchase Five (5) 2024 Chevrolet Tahoes From Don Brown Chevrolet For the Police Department.
- C. **Resolution #23-61** A Resolution Approving the Renewal of The ITI System from Omnigo Software.
- D. **Resolution #23-62** A Resolution Approving the Proposal from Huffman Security for Security Equipment at the Farmers Market.

7. Motions:

- A. A Motion to Approve Liquor License Applications.

8. Reports from the Mayor and Council

9. Administrative Reports

10. 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.

RESOLUTION NO: 23-62

A RESOLUTION APPROVING THE PROPOSAL FROM HUFFMAN  
SECURITY FOR SECURITY EQUIPMENT AT THE FARMERS  
MARKET

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BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the proposal from Huffman Security for Security Equipment at the Farmers Market is hereby approved, and the Mayor and/or City Administrator are authorized to sign any necessary documents to complete the transaction.

\_\_\_\_\_  
Presiding Officer of the City Council

\_\_\_\_\_  
Mayor Ron Counts

ATTEST:

\_\_\_\_\_  
City Clerk Tammi Casey

Date: \_\_\_\_\_



# Huffman Security Company, Inc.

1312 Lonedell - Arnold, MO 63010 -

Phone: (636)282-7233

Fax: (636)296-0844

Johnny@huffmansecurity.com

Date	Quote #
09/05/23	USAQ13095

## PROPOSAL

**Bill To:** City of Arnold  
  
 2101 Jeffco Blvd  
 Arnold, MO 63010  
  
**Phone:** (636)296-2100  
**Fax:** (636)282-2381

**Site:** Arnold Farmers Market  
  
 2400 Bradley Beach Rd  
 Arnold, MO 63010  
  
**Phone:**  
 Please note Site Contact Person if different from above:  
 X \_\_\_\_\_

<b>Terms:</b>	<b>Account Representative:</b>	<b>P.O. Number</b>	<b>Ship Via</b>
50% Upon Acceptance/50% Upon Completion	Johny Siegler		Common

Qty	Description
	<p><b>Cellular CCTV System</b></p> <p><b>Scope of Work:</b>            Provide and install one (1) OptiView NEMA locking weather resistant enclosure in rafter area of pavilion to house CCTV and cell router.            Provide and install one (1) Costar 4-Channel IP NVR.            Provide and install two (2) Costar 360° degree cameras and mounts, one on NE corner and one on SW corner of main pavilion.            Provide and install one (1) Costar 8MP bullet camera on east side of pavilion near peak to shoot across vendor booths and cover storage shed.            Provide and install one (1) CradlePoint cellular router kit into NEMA enclosure with antenna.            Test and work with Arnold PD to add new system to StarNet software.</p> <p><b>NOTE: Quote includes CradlePoint's required 3-year initial services agreement to operate on NetCloud Manager Software for transmit of video off-site. After the initial 3 years, this renews annually at CradlePoint's current rates.</b></p> <p><b>City of Arnold requirements:</b>            Cellular chip provided by City of Arnold, installation of cellular chip included in install cost.            City of Arnold to extend power to mounting location of outdoor enclosure.</p>

Qty	Description	
1	Costar XDI Series IP NVR * 4-Channel NVR with 8TB Storage * 4 Port PoE * 120IPS@1080p * HDMI and VGA Out * 2 SATA * 1 eSATA * StarNet VMS * NDAA	
2	CDI12D360VIW 12MP 360° IP Camera * 12MP DirectNET Fisheye Indoor / Outdoor Dome * H.265@30FPS * 1.6mm Wide Angle Lens * True WDR * IK10, IP67 * PoE * NDAA	
2	Costar 360° IP Camera Junction Box	
2	Wall Mount	
1	Costar 8MP DirectNET Outdoor Bullet Camera * 2.7-13.5mm Remote Focus Lens * True WDR * IK10 IP67 Rated * PoE/12VDC * NDAA	
1	OptiView ArmorLogix NEMA Rated Outdoor Enclosure * 27"x 22" x 13" Aluminum Outdoor Weatherproof Enclure * Two Thermostatically Controlled Fans * Universal Wall Mount Bracket * Adjustable Shelf * Equipment Mounting Plate * Lock	
1	OptiView 3U Vertical Mounting Plate	
1	CradlePoint 3- Year NetCloud Mobile Performance Essentials Plan with R1900 Router * R1900 CradelPoint Router with WiFi 5G Modem	
1	AG95 Low Profile Series 5-Lead MIMO2 Antenna with 18" Lead	
1	Extended Temperature Power Supply	
1	US Line Cord for COR Extended Temperature	
1	CradlePoint Device Setup Single Device	
	SubTotal	\$12,942.68

**Includes delivery to job site, sales tax, freight, installation of all devices, programming of DVR (per customers instructions) training to end user(s) and final clean up. 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. Electrical power [outlet(s)] provided by others. Connection to LAN/WAN or Internet connection, if needed, is included as long as a working IP address and network port is provided at time of install (a return trip to accommodate this connection would be billable). Union labor if required, will be additional. Prices subject to change after 10 days.**

**\*PLEASE NOTE\* It is important that the settings on any recording system be checked routinely after it is installed to assure additional adjustments are not needed and that the system is achieving back up**

Qty Description  
video in an acceptable manner.

<b>SubTotal</b>	<b>\$12,942.68</b>
Sales Tax	\$0.00
Shipping (estimated)	\$425.00
<b>Total</b>	<b>\$13,367.68</b>

HSC, Inc.  
Authorized  
Signature: Johnny Siegler

9-5-2023

NOTE: This proposal may be withdrawn by us  
if not accepted within 10 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

10/25/2023

Customer Signature

Ray RL

**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 CUSTOMERs 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 CUSTOMERs 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.