

City of Arnold, Missouri

City Council
Council Chambers

August 15, 2019

Agenda

1. Pledge of Allegiance:
2. Opening Prayer: First Baptist Church – Bill Byrd Pastor of Single Adults
3. Roll Call:
4. Business from the Floor:
5. Consent Agenda:
 - A. Regular Minutes **August 1, 2019**
 - B. Special Meeting Minutes **August 8, 2019**
 - C. Payroll Warrant **#1322 in the Amount of \$298,622.51**
 - D. General Warrant **#5744 in the Amount of \$577,086.09**
6. Ordinances:
 - A. **Bill No.2750:** An Ordinance Providing for the Adoption of the Fiscal Year 2020 Budget.
7. Resolutions:
 - A. **Resolution No. 19-41:** A Resolution Appointing Phillip Hogan, Sr. to the Planning Commission to Complete an Unexpired Term.
 - B. **Resolution No. 19-42:** A Resolution Approving an Agreement with Integra Incorporated for the Fabrication and Installation of Store Front Window Assemblies.
 - C. **Resolution No. 19-43:** A Resolution Approving an Agreement with Fleet Feet Race Productions for Services Provided at the 2019 Turkey Trot 5K Run.

D. **Resolution No. 19-44:** A Resolution Engaging Hochschild, Bloom, & Company LLP as the Outside Financial Auditor for the City of Arnold.

E. **Resolution No. 19-45:** A Resolution Approving the Purchase of a Bobcat 24" Planer, High Flow from Clark Equipment Company DBA Bobcat Company.

8. Motion:

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

9. Reports from Mayor, Council, and Committees:

10. Administrative Reports:

11. Adjournment:

**Next Regular City Council Meeting September 5, 2019 @ 7:00 p.m.
Next Work Session September 12, 2019 at 7:00 p.m.**

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Friday, August 9, 2019

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

The Pledge of Allegiance was recited.

Councilman Tim Seidenstricker offered the opening prayer.

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

BUSINESS FROM THE FLOOR

Lemuel Hester, 1728 Rhythm Lane – Thanked Councilman Butch Cooley for his response to a complaint he filed regarding a tree branch that is hanging over the road. Also inquired as to whether or not there was a tracking system in place, so that residents could follow the progression and outcome of their complaint.

CONSENT AGENDA

- A. MINUTES FROM JULY 18, 2019 MEETING**
- B. PAYROLL WARRANT NO. 1321 IN THE AMOUNT OF \$319,658.44**
- C. GENERAL WARRANT NO. 5743 IN THE AMOUNT OF \$1,786,517.63**

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

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

ORDINANCES

BILL NO. 2749 – AN ORDINANCE AMENDING CHAPTER 120, ARTICLE III, OF THE CODE OF ORDINANCES RELATING TO DISCLOSURE OF CONFLICTS OF INTERESTS AND SUBSTANTIAL INTERESTS was read twice by City Clerk Tammi Casey. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Seidenstricker, yes; 8 Yeas:
Ordinance passed.

RESOLUTIONS

RESOLUTION NO. 19-38 – A RESOLUTION APPROVING AN AGREEMENT WITH MATTHEW BERRY DBA RESOURCE PARTNERS LLC. APPRAISAL SERVICES FOR FLOOD BUYOUT PROJECT FEMA – DR – 43117 – MO (PROJECT #0015)

Tim Seidenstricker made a motion and so moved to approve Resolution No. 19-38. Seconded by Jason Fulbright. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Seidenstricker, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-39 – A RESOLUTION APPROVING AN AGREEMENT WITH HILLSBORO TITLE COMPANY-SERVICES FOR FLOOD BUYOUT PROJECT FEMA – DR – 43117 – MO (PROJECT #0015)

EJ Fleischmann made a motion and so moved to approve Resolution No. 19-39. Seconded by Gary Plunk. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Seidenstricker, yes; 8 Yeas: **Resolution approved.**

RESOLUTION NO. 19-40 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MIDWEST POOL MANAGEMENT

Butch Cooley made a motion and so moved to approve Resolution No. 19-40. Seconded by Gary Plunk. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Sullivan, yes; Plunk, yes; Fulbright, yes; Fleischmann, yes; Seidenstricker, yes; 8 Yeas: **Resolution approved.**

MOTIONS

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

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

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Informed everyone that the Farmers Market will be back at Arnold City Park beginning this Saturday. Mayor Counts also thanked the staff for their hard work in cleaning and repairing the park after the flood.

Gary Plunk, Ward 4 – Informed everyone that seeding has begun at the golf course.

Butch Cooley, Ward 4 – Informed staff that he has received a few calls from residents asking when the weeds on the side of the road will be cut.

Dan Kroupa – Wanted to mention again how good the roads look after the completion of the asphalt overlay project.

Mark Hood, Ward 3 – Stated that Bill Knittig from the Aging and Disabilities Committee is looking for a committee member and encourages anyone who may be interested to contact him.

Tim Seidenstricker, Ward 2 – Provided council with an update on the Beautification Committee's activities. Planters have been placed at City Hall, the round-a-bout and the intersection of Old Lemay Ferry and Church Road. Next year they plan on working with area students on a painting project. The Committee also hopes to improve the landscaping at City Hall and near the "Welcome to Arnold" sign on Jeffco.

ADMINISTRATIVE REPORTS

Bryan Richison – Informed council that work on the Jeffco/Tenbrook intersection project is in full swing. Mr. Richison also informed council that a meeting took place this week with all utility companies regarding the Melody Lane project. Work has also begun with the hotels in Arnold regarding the implementation of the recently passed ordinance.

Bill Lehmann – Stated that staff is moving forward with refinancing of the TDD bonds.

Bob Sweeney – Addressed Mr. Hester's inquiry during "Business From the Floor" regarding the cutting down of residents' trees or tree limbs and stated that the City moves with caution in regards to cutting residents trees.

Mayor Counts announced a five minute recess before going into Closed Session.

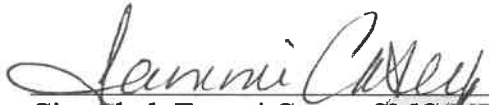
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Closed Session ended at 7:37 p.m.

A motion to adjourn the meeting was made by Jason Fulbright. Seconded by Mark Hood.

Voice vote: All yeas.

Meeting adjourned at 7:37 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

Draft

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: REGULAR

DATE: 8/1/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO 2749	RESOLUTION NO 19-38	RESOLUTION NO 19-39	RESOLUTION NO 19-40
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	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:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	TIM SEIDENSTRICKER	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DICKIE BROWN			PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	-			
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:	DAN KROUPA			PRESENT
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.	CHIEF SHOCKEY			PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

Mayor Ron Counts called the special council meeting to order at 8:41 p.m.

Those present per roll call taken by City Clerk Tammi Casey: Mayor Ron Counts, Hood, McArthur, Cooley, Sullivan, Plunk, Fulbright, Fleischmann, Seidenstricker, Richison, Bookless, Lehmann, Sweeney, Brown, Palasky, Kroupa (excused) and Chief Shockey.

MOTIONS

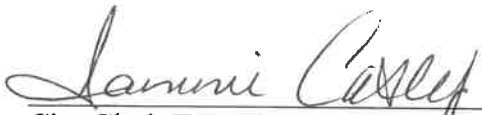
A. A MOTION TO HOLD A CLOSED SESSION FOR THE PURPOSE OF DISCUSSING PERSONNEL PURSUANT TO RSMO Section 610.021 (3)

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

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Closed Session ended at 8:55 p.m.

A motion to adjourn the meeting was made by Jason Fubright. Seconded by Vern Sullivan.

Meeting adjourned at 8:55 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: SPECIAL MEETING

DATE: 8/8/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL				
COUNCIL MEMBERS:						
MAYOR	<u>RON COUNTS</u>	PRESENT				
COUNCIL:	<u>MARK HOOD</u>	PRESENT				
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT				
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT				
COUNCIL:	<u>VERN SULLIVAN</u>	PRESENT				
COUNCIL:	<u>GARY PLUNK</u>	PRESENT				
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT				
COUNCIL:	<u>EJ FLEISCHMANN</u>	PRESENT				
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	PRESENT				
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DICKIE BROWN		PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	PALASKY		PRESENT
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:	DAN KROUPA		EXCUSED
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.	CHIEF SHOCKEY		PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT				

Those in attendance as noted by City Clerk Tammi Casey; Mayor Ron Counts, Hood, McArthur, Cooley, Sullivan, Plunk, Fulbright, Fleischmann, Seidenstricker, Richison, Bookless, Lehmann, Sweeney, Brown, Palasky, Kroupa (excused) and Chief Shockey.

BUDGET REVIEW

Bryan Richison provided council with an overview of the proposed fiscal year 2020 budget. He also discussed the wish list items he is recommending for either approval or denial. A poll was taken, after extensive discussion regarding the future of the golf course. A "yes" indicated the desire to keep the golf course fund on the budget and a "no" indicated the desire to take the golf course fund off the budget and move towards closing the course. The poll resulted in 6 no's and 2 yes's. Mayor Counts stated he is aware that the council is making a very difficult decision and a committee will be formed in order to determine future options for the golf course's use. The proposed budget will be on next week's agenda for council approval.

TRAFFIC GENERATION ASSESSMENTS

David Bookless informed council that he has researched the concerns expressed to him regarding traffic impacts in the city due to new residential and commercial development. Mr. Bookless stated he was asked specifically about Traffic Generation Assessments, or TGA's. He discussed his findings with the council informing them that TGA's must be in place before a development begins and they are only useful for very large scale developments, which Arnold does not have available at this time. Discussion followed by council. Brian McArthur believes we still need to move forward with a TGA in planning for the possibility of future annexations and developments. Bryan Richison stated that staff could begin working on this with the Planning & Zoning Commission.

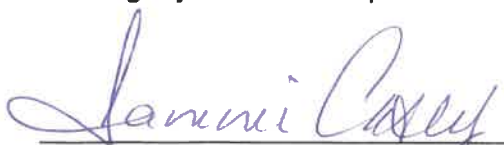
BUILDING CODE & NUISANCE CODE

David Bookless stated that staff has found inconsistencies in the building and nuisance codes. They will be working to amend the code to tighten up these items and will bring it forward for council approval upon completion.

Tim Seidenstricker made a motion and so moved to adjourn the meeting. Seconded by Mark Hood.

Voice vote: All Yeas.

Meeting adjourned at 8:40 p.m.


City Clerk Tammi Casey, CMC/MRCC-C

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: WORK SESSION

DATE: 8/8/2019

PAGE: 1

BILL NO - RESOLUTION - MOTION

		IN ATTENDANCE					
COUNCIL MEMBERS:							
MAYOR	<u>RON COUNTS</u>	PRESENT					
COUNCIL:	<u>MARK HOOD</u>	PRESENT					
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT					
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT					
COUNCIL:	<u>VERN SULLIVAN</u>	PRESENT					
COUNCIL:	<u>GARY PLUNK</u>	PRESENT					
COUNCIL:	<u>JASON FULBRIGHT</u>	PRESENT					
COUNCIL:	<u>EJ FLEISCHMANN</u>	PRESENT					
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	PRESENT					
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:	DICKIE BROWN			PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:	TOM PALASKY			PRESENT
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:	DAN KROUPA			EXCUSED
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.	CHIEF SHOCKEY			PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

BILL NO. 2750

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE FISCAL YEAR
2020 BUDGET

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

- Section 1. The Fiscal Year 2020 Budget effective September 1, 2020 is hereby adopted by reference. A copy of said budget is attached hereto and made a part hereof.
- Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.
- Section 3. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF August 2019.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney

BILL NO. 2750

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE FISCAL YEAR
2020 BUDGET

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

- Section 1. The Fiscal Year 2020 Budget effective September 1, 2020 is hereby adopted by reference. A copy of said budget is attached hereto and made a part hereof.
- Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.
- Section 3. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF August 2019.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO: 19-41

A RESOLUTION APPOINTING PHILLIP HOGAN, SR. TO THE
PLANNING COMMISSION TO COMPLETE AN UNEXPIRED TERM.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Phillip Hogan is hereby appointed to the Planning Commission to serve the remaining of a four-year term that will expire on 12/31/2022 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Phillip K. Hogan, Sr.

436 Bluffview Heights

Arnold, MO

kcmasterpiece@sbcglobal.net

314-780-8654

ARNOLD POLICE PERSONNEL BOARD – 7 years

Secretary & Chairman

ARNOLD ATHLETIC ASSOCIATION – 20 years

Chief Umpire, T-ball Commissioner, & Vice-President

JEFFERSON COUNTY YOUTH ASSOCIATION – 4 years

Secretary

CITIZEN'S ADVISORY COUNCIL TO C-6 SCHOOL BOARD – 6 years

Parliamentarian & Vice-President

PUBLIC WATER SUPPLY DISTRICT NO. 1 OF JEFFERSON COUNTY, MISSOURI – 14 ½ years

Director Sub-District #2, Vice-President, & President

RESOLUTION NO: 19-42

A RESOLUTION APPROVING AN AGREEMENT WITH INTEGRA
INCORPORATED FOR THE FABRICATION AND INSTALLATION
OF STORE FRONT WINDOW ASSEMBLIES

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the attached agreement is hereby approved and the Mayor and/or City Administrator are authorized to execute the necessary document(s).

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

TAMMI CASEY, CITY CLERK

Date: _____

ATTACHMENT B
BID PROPOSAL FORM
CITY OF ARNOLD, MISSOURI
Recreation Center's Service Desk Renovation Project

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bid dated July 9, 2019, 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 **fabrication and installation of store front assemblies with one (1) assembly incorporating an entry door and a decorative air vent transom** as required by and in strict conformance with the Bid Requirements and addenda No. _____ to _____ 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:

Store Front Assembly Number one (1)	\$ <u>9,504</u>
Store Front Assembly Number Two (2)	\$ <u>13,182</u>
Store Front Assembly Number Three (4)	\$ <u>3,089</u>
Store Front/Door Assembly Number Four (4)	\$ <u>10,425</u>
Project Total	\$ <u>36,200</u>

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____, by and between Integra Incorporated hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

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

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

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the **Reception Desk Project** in accordance with the project requirements, and the terms of this contract for the City of Arnold, Missouri.

The project involves fabrication and installation of store front assemblies with one (1) assembly incorporating an entry door. The store front and door assemblies shall match, as close as possible the existing design pattern, material and finishes. The Vendor must minimize disruptions to the Arnold Recreation Center's normal business operations. The bulk of the work shall be performed during regular business hours of 7:00 am – 3:30 pm. The contractor will work with the City's project coordinator to determine installation dates and times.

Upon the awarding of the contract, the vendors shall complete the project within one hundred and twenty (120) days of the contract execution date.

The following specifications shall be pertinent to the formulation of project proposals. Written request for equivalent substitution shall be subject to the project coordinator's written approval.

Store Front Assembly - Number One (1)

Aluminum frame type based on "EFCO, S-403"
¼ inch clear tempered glass
Paint color, 2 coats, Patina Green, LT616-70 70%

Store Front Assembly - Number Two (2)

Aluminum frame type based on "EFCO, S-403"
¼ inch clear tempered glass

Store Front Assembly - Number Three (3)

Aluminum frame type based on "EFCO, S-403"
¼ inch clear tempered glass
Paint color, 2 coats, Patina Green, LT616-70 70%

Store Front Assembly/Door - Number Four (4)

Assembly:

Assembly shall include a decorative air vent transom
Aluminum frame type based on "EFCO, S-403"
¼ inch clear tempered glass
Paint color, 2 coats, Patina Green, LT616-70 70%
Assembly shall be wired for card reader access

Door:

Dimensions, 3-0' by 7-0'
Door shall have a clear full glass insert visible opening (24" by 64")
Red Oak (plain Slices)
Stain color, "Toast"
Schlage mortise lock assembly
Ball bearing hinges

Caulk all sides of the welded frame assemblies to the existing structure. No flooring work or floor transitions are required.

Article 2. TIME OF COMPLETION:

Work on the **Recreation Center's Service Desk** must begin on _____ and shall be carried on at a rate to secure its full completion by _____. This date may be adjusted by the project coordinator as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond one hundred and twenty (120) days from the date of the contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of One Hundred Dollars (\$100.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the project coordinator for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the project coordinator.

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

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on bid proposal as attachment "B", attached hereto.

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **Recreation Center's Service Desk**.

Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting the Contractor will submit to the City a payment request for the work performed pursuant to the project's scope of work. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a payment on the basis of the approved payment request. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting.
- b.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

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

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party.

In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri,

in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

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

285.530 RSMo. WORK AUTHORIZATION

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

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

Article 8. FORCE MAJEURE

Neither party shall be liable for any failure to make or accept one or more deliveries arising out of compliance with any law, ordinance, regulation, ruling, order or other governmental action or arising out of God, fire, flood, war, sabotage, accidents, labor disputes, shortages or failure to supply materials or equipment, interruption of or delay in transportation, or any other similar circumstance beyond the control of the party.

Article 9. THE CONTRACT DOCUMENTS:

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

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

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: _____
Contractor Address: _____

By: _____
Ron Counts, Mayor

By: _____
Signature

Title

ATTEST:

By: _____
Tammi Casey, City Clerk

By: _____
Signature

Date

Title

Date

(SEAL)

Telephone No.

APPROVED AS TO FORM:

City Attorney

NON-COLLUSION FORM

I Daniel J. Morris 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. They are the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that they have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
 - b. They are not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but have 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.

Daniel J. Morris
Signature

President
Title

ATTEST: President

By Daniel J. Morris

Subscribed and sworn to before me this 10TH day of AUGUST, 20 19

Monica Ward
Notary Public

My commission expires on: 11-27-2022



Affidavit of Work Authorization

Comes now Daniel J. Morris (name) as President (office held) first being duly sworn, on my oath, affirm Integra, 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 **Recreation Center Service Desk Renovation Project** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Integra, 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 **Recreation Center Service Desk Renovation Project** for the duration of the contract, if awarded.

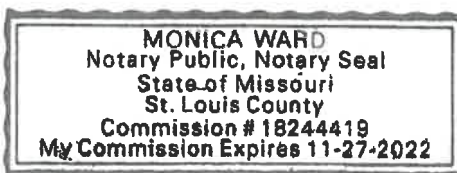
In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Daniel J. Morris Daniel J. Morris
Signature Printed Name

President Title 8-2-2019 Date

Subscribed and sworn before me the 10TH day of AUGUST 2019. I am commissioned as a notary public within the county of ST. LOUIS COUNTY State of MISSOURI, and my commission expires on 11-27-2022.

Monica Ward Signature of notary 8.6.2019 Date



**Attachment 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 _____

(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

Integra, Inc.

SIGNATURE _____

BUSINESS ADDRESS

3071 Mercantile Industrial Drive, St. Charles, MO 63301

TELEPHONE NO.

636-946-3000

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

See attachment

Name

Phone Number

See attachment

Name

Phone Number

See attachment

Name

Phone Number



References:

1. Cory Bextermueller,
St. Charles County
Construction Manager
201 N. 2nd St.
St. Charles, MO 63301
O: 636-949-7900 x7790
cbextermueller@sccmo.org
St Charles animal Control Addition

2. Arthur Floyd
BRS Architects, LLP
1200 South Big Bend Boulevard
Saint Louis, Missouri 63117
Office (314) 402-5183
afloyd@buildingresourcestl.com
Bayless Jr High Window Replacement

3. Doug Wood
City of St. Charles
200 North Second Street
St. Charles, MO 63301
(636) 949-3207
doug.wood@stcharlesciv.com
City Hall Bathroom Remodel

4. Gary Wilken
Monsanto
gary.t.wilken@monsanto.com
(314) 694-8006
Multiple Restroom Projects

5. Al Koehler
St. Charles Community College
al_koehler@stchas.edu
(636)922-8452
Virtual Hospital Project

RESOLUTION NO: 19-43

A RESOLUTION APPROVING AN AGREEMENT WITH FLEET
FEET RACE PRODUCTIONS FOR SERVICES PROVIDED AT
THE 2019 TURKEY TROT 5K RUN

BE IT RESOLVED, by the Council of the City of Arnold, Missouri, that the attached agreement is hereby approved and the Mayor and/or City Administrator are authorized to execute the necessary document(s).

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

TAMMI CASEY, CITY CLERK

Date: _____

**Turkey Trot STL – Arnold
Services Agreement**

This is Race Productions contract between Fleet Feet Race Productions ("FFRP") and City of Arnold ("Arnold") documents the services and deliverables to be provided by each party for the November 28 2019 (formerly called the Arnold Gobble Gobble) Turkey Trot STL Arnold ("the Event") at Arnold City park.

This Contract Agreement was prepared on March 13, 2019 by Jules Vogel, Director of Fleet Feet Events.

1. Services to be performed by FFRP

- a. Host a thanksgiving morning race branded as Turkey Trot STL – Arnold presented by the City of Arnold
- b. Market the event on the Turkey Trot STL website, online registration process, Google ads, Six Flags ads, Family Arena ads, newsletter blasts, social media platforms, and all other marketing efforts for the Turkey Trot STL event series.
- c. Provide participant swag (shirt, beanie or gift card) at a cost not to exceed \$9.50 per participant
- d. Manage online registration for the event, including collecting additional donations for the Arnold Food Pantry
- e. Host and staff an in-store packet pick-up at Fleet Feet South County on Tuesday, November 26
- f. Transfer materials for packet pickup at Arnold Recreation Center on Wednesday, November 27 – Arnold to staff
- g. Assist with race day packet pickup
- h. Provide race bibs
- i. Send a race information email to all pre-registered participants race week detailing packet pickup and race details
- j. Time the race using start line and finish line timing and produce live results, including on-site results on our Results Monitor
- k. Send personalized results emails to all participants who provide an email address
- l. Provide awards for the event winners and age group winners
- m. Send an event survey to all participants who provide an email address, and share the results with City Arnold, in order to get feedback on how to improve the event.
- n. Host event photos on the race website
- o. Provide a DJ/MC and sound system for event to assist with flow are participants race morning, start of race, create pre/post-race atmosphere, and award presentation.

2. Fees:

Arnold agrees to reimburse FFRP the following fees for the above services:

- a. \$3.00 per registrant for timing and results
- b. \$300 for the start line timing (to provide net chip times)
- c. Actual costs for participant swag for the Arnold location – Estimated \$6-8 per participant, but not to exceed \$9.50 per participant.
- d. Cost of awards – 90 awards not to exceed @ \$7 per award.
- e. \$575 for MC and sound system

3. Services to be performed by Arnold

- a. The City of Arnold will retain ownership of the event and maintain responsibility for all logistics of the event not listed above.
- b. Manage race day packet pick-up
- c. Staff the main road traffic control, parking areas, course marshals, water station volunteers, and post-race.
- d. Provide a race photographer

Agreed as of _____, _____

City of Arnold

By: _____

Title: _____

Fleet Feet Race Productions:

By: _____

Title: _____

RESOLUTION NO. 19-44

A RESOLUTION ENGAGING HOCHSCHILD, BLOOM & COMPANY LLP
AS THE OUTSIDE FINANCIAL AUDITOR 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 sign an engagement letter with Hochschild, Bloom & Company LLP to provide annual financial audit services, including audits of city financial systems and accounting records. A copy of said engagement letter is attached hereto and made a part hereof.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Z:\CITYDOCS\RESOLUTN\2019\19-44 Audit Services 2019.docx

August 9, 2019



Hochschild, Bloom & Company LLP

Certified Public Accountants
Consultants and Advisors

July 8, 2019

Honorable Mayor and Members of the City Council
City of Arnold, Missouri

Thank you for the opportunity to present our qualifications and proposal to the City of Arnold, Missouri (the City). We have reviewed your situation and have a good understanding of the scope of your needs.

As a Firm, we are committed to providing governmental services that will help our clients consistently maintain a high standard of recordkeeping, reporting, and operations. HB&Co. personnel have the experience and knowledge in providing various services to governmental organizations similar to the City. The following is a list demonstrating our commitment to our governmental organizations and specifically how we can meet your needs:

- ◇ The City wants its auditors to be able to efficiently provide services to help meet deadlines and provide knowledge to the City. Since our Firm maintains a concentration in governmental accounting, our audit staff understands your accounting issues.
- ◇ We are members of the GFOA, GFOA St. Louis Chapter, St. Louis Area City Clerks and Finance Officers Association, East Central Missouri City Clerks and Finance Officers Association, Missouri Municipal Attorney's Association, Missouri Society of CPAs Governmental Committee, Missouri Municipal League, and Missouri City/County Management Association.
- ◇ HB&Co. has over 60 current references throughout the Midwest you may contact concerning our governmental services, including those with similar Federal programs, economic development activities, and funds.
- ◇ HB&Co. has the following Certificate of Achievement (Certificate) for Excellence in Financial Reporting experience:
 - Two members on the national GFOA Special Review Committee
 - Various presentations to the local and state GFOA chapters
 - Initial Certificate applications prepared for over ten municipalities
 - Audit services for over twenty municipalities that obtain the Certificate

15450 South Outer Forty Road, Suite 135, Chesterfield, Missouri 63017-2066, 636-532-9525, Fax 636-532-9055
 1000 Washington Square, P. O. Box 1457, Washington, Missouri 63090-8457, 636-239-4785, Fax 636-239-5448

www.hbclp.com

 **PrimeGlobal** | An Association of
Independent Accounting Firms

- ◇ The City wants comprehensive, proactive services from its audit team. HB&Co.'s governmental service team has served many cities for a number of years. Our familiarity with these cities will be an advantage for the City by having auditors who will provide a knowledgeable perspective on a wide range of accounting practices.
- ◇ The City wants individuals who have the additional experience and training required to audit various governmental assistance programs under *Government Auditing Standards*, issued by the Comptroller General of the United States. All key team members have completed the experience and training required under *Government Auditing Standards* throughout the last three years. This training is required when the City receives enough federal grant money to require an audit of its federal programs.
- ◇ We are members of the Governmental Audit Quality Center which provides resources to maintain the highest level of quality governmental reporting.
- ◇ We have over 70 years of experience providing governmental services.
- ◇ HB&Co. communicates and shares information to improve our clients' business. We provide regular follow-up, internet website information, newsletters, and tips to clients.
- ◇ The City wants a firm that will be able to provide the highest level of tax reporting to provide support for payroll, employee benefit programs, contributors, vendors, and customers. We have a tax department with research capabilities and tax planning experience needed to help you when necessary.
- ◇ We are members of PrimeGlobal, a worldwide association of independent accounting firms and business advisors that can provide additional national and international research capabilities and resources.
- ◇ Our Firm is a member of the AICPA and the Private Companies Practice Section of the AICPA. Members of the AICPA are subject to regular peer reviews on which we have received the highest rating. Also, our most recent peer review resulted in no letter of comments issued, which is only achieved by the top quality firms. The fact that we have voluntarily taken on these responsibilities ensures that you receive the highest quality work available.
- ◇ Our Firm is one of the top 15 largest regional accounting firms based in the St. Louis area, according to the 2018 *St. Louis Business Journal*.
- ◇ HB&Co. has an experienced specialized team of governmental consultants who will work effectively and efficiently with minimum interference with the City's business and provide the highest quality service at a reasonable fee.

Our audit services team has the ability and capacity to complete the work timely and are properly licensed to practice in the State of Missouri. We have a flexible schedule and will work with the City in a cooperative manner. In addition, we will remain accessible and available throughout the year for consultation purposes and to answer questions from time to time.

We appreciate the opportunity to be of service to you and believe this proposal accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

This proposal is a firm and irrevocable offer for 90 days. If you agree with the terms of our engagement as described, please sign below and return one copy to us.

Very truly yours,



Tamber M. Alsop, CPA, CFE
Partner

TMA/smm

Enclosure

RESPONSE:

This proposal correctly sets forth the understanding of the **CITY OF ARNOLD, MISSOURI**. Either party may cancel this agreement or both parties may extend this agreement in subsequent years.

Signature

Date

Independence

Our Firm and all employees are independent of the City, as defined by auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States.

Conflict of Interest

Our Firm has had no conflict of interest with regard to any other work performed for the City.

License to Practice in Missouri

Our Firm and all assigned key professional staff are properly registered and licensed to practice in Missouri.

Qualifications and Experience

As noted in the transmittal letter and references list, our Firm has considerable municipal qualifications and experience. Founded in 1946, our Firm has approximately 45 personnel and 15 professionals of our staff have substantial training and experience with governmental services. We are a regional firm with offices in Chesterfield and Washington, Missouri.

The professional team that will perform the audit will come from both our locations. This team will consist of five full-time professionals all with extensive experience in providing governmental services and will include one partner, three supervisors, and one staff member. In addition, the key team members (one partner and/or supervisor) will be on site for 100% of the audit fieldwork. We believe our professional team has the capability to audit computerized systems.

Our most recent quality control review, on which we received the highest rating with no letter of comments, did specifically include governmental engagements.

We have had no desk review or field review and no disciplinary actions taken or pending.

Staff Qualifications and Experience

Our Firm requires all government auditors to have a minimum of 24 hours training every two years in accordance with guidelines and all professional staff to receive annual training for accounting and tax consulting. More detailed information on the key individuals assigned is presented in the biographical briefs.

Audit of Financial Statements

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplemental information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information

CITY OF ARNOLD, MISSOURI ENGAGEMENT PLAN

because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will subject the other supplemental information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the other supplemental information when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing board. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will fully discuss the reason(s) with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states: 1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control on compliance, and 2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures--General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement whether from: 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

CITY OF ARNOLD, MISSOURI ENGAGEMENT PLAN

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. Our audit engagement ends upon delivery of our audit report.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of this engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures--Internal Controls

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures--Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes in conformity with accounting principles generally accepted in the United States of America and may assist with other nonaudit services based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Stan-*

CITY OF ARNOLD, MISSOURI ENGAGEMENT PLAN

dards and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) additional information that we may request for the purpose of the audit, and 3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud and compliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplemental information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplemental information in any document that contains and indicates that we have reported on the supplemental information. You also agree to include the audited financial statements with any presentation of the supplemental information that includes our report thereon or make the audited financial statements readily available to users of the supplemental information no later than the date the supplemental information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: 1) you are responsible for presentation of the supplemental information in accordance with GAAP; 2) you believe the supplemental information, including its form and content, is fairly presented in accordance with GAAP; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplemental information.

CITY OF ARNOLD, MISSOURI ENGAGEMENT PLAN

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits attestation engagement, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Single Audit

If required by you, our audit will be conducted in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The objective includes reporting on internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. This report will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with the Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management is responsible for the schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. As part of the audit, we will assist with preparation of your schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the schedule of expenditures of federal awards, and related notes and

CITY OF ARNOLD, MISSOURI ENGAGEMENT PLAN

that you have reviewed and approved the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: 1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; 2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit.

At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under the Uniform Guidance.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

CITY OF ARNOLD, MISSOURI ENGAGEMENT PLAN

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period.

Audit Administration and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will prepare the MIRMA Reports.

Our approach includes the preparation of an audit program which is tailored from the leading national guidance based upon your individual circumstances. Our audit program conforms to the latest and most thorough guidelines regarding analytical procedures, sampling, and compliance testing. In developing the program, we may use the City's budget, organizational charts, and other financial and information system documentation. Sample sizes of 25 to 60 may be used for random or haphazard sampling during various steps of the audit. We will make inquiries of prior auditors.

The audit documentation for this engagement is the property of Hochschild, Bloom & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hochschild, Bloom & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditor's report is issued or for any additional period requested by a regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our latest peer review accompanies this letter.

The engagement partner signing this proposal is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

CITY OF ARNOLD, MISSOURI
FEE SCHEDULE

<u>For The Years Ended August 31</u>	<u>City Audit</u>	<u>MIRMA Report</u>	<u>Government Auditing Standards Report/ Single Audit</u>	<u>Total</u>
2019	\$ 18,500	\$ 500	\$ 4,000	\$ 23,000
2020	18,500	500	4,000	23,000
2021	19,000	500	4,000	23,500
2022	19,000	500	4,000	23,500
2023	19,500	500	4,000	24,000

Our fees noted above are inclusive of all out-of-pocket costs, all related meetings with the City's officials, and periodic consulting concerning routine matters. Our fees for this engagement will be based on the actual time spent at our quoted hourly rates. Should this time at our standard hourly rates be less than our total fee noted above, we will bill you accordingly. We will be available for other consultations throughout the year at our standard hourly rates, or we may be engaged through a separate contract for other projects.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. (Factors causing additional time include grossly inadequate schedules, excessive audit journal entries, improper internal control procedures, missing records, additional funds or accounts, and additional accounting pronouncements.) Our invoices for these fees will be rendered as work progresses and are payable on presentation upon completion of fieldwork and upon report delivery. In accordance with our Firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full.

We may continue to provide accounting and auditing services to the City for years ending beyond August 31, 2023.

Rate Schedule for 2019 Audit:

<u>Classification Of Personnel</u>	<u>Hourly Rates</u>	<u>Estimated Time</u>	<u>Total Dollars</u>
Partners	\$150 - 120	65	\$ 8,775
Supervisory Staff	110 - 80	120	11,400
Staff/Others	70 - 50	40	2,400
			<u>22,575</u>
Less - Discount			<u>(3,575)</u>
Total			<u>\$ 19,000</u>

RESOLUTION NO. 19-45

**A RESOLUTION APPROVING THE PURCHASE OF A
BOBCAT 24” PLANER, HIGH FLOW FROM CLARK EQUIPMENT COMPANY
DBA BOBCAT COMPANY.**

WHEREAS, Clark Equipment Company dba Bobcat Company was awarded the State of Missouri bid for Bobcat equipment; and

WHEREAS, the City Council recognizes this piece of equipment is essential to the City’s street department;

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

Section 1. The attached quote from Clark Equipment Company dba Bobcat Company for a 24” planer , High Flow for \$16,646.46 is hereby approved..

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



Bobcat

Product Quotation

Quotation Number: JRR-00455

Date: 2019-06-19 15:56:25

Customer Name/Location	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF ARNOLD 14308 2102 Jeffco Blvd Arnold, MO 63010	Bobcat of St. Louis,Valley Park,MO 401 WEST OUTER RD VALLEY PARK MO 63088-2031 Phone: (636) 225-2900 Fax: (636) 225-8866	Clark Equipment Company dba Bobcat Company PO Box 6000, 250 E Beaton Dr West Fargo, ND 58078 Ph# 701-241-8719 Fax# 855.608.0681 Jesse Rheault Phone: 701-241-8759 Cellular: 701-630-5134 E Mail: jesse.rheault@doosan.com Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
24" Planer, High Flow	M7017	1	\$12,785.48	\$12,785.48
--- 14-Pin T-Harness Kit - Graders, Box Blades, Planers	7164095	1	\$301.06	\$301.06
--- Drum 24 Fastcut	M7017-R01-C04	1	\$3,394.92	\$3,394.92

Total of Items Quoted	\$16,481.46
Dealer P.D.I.	\$100.00
Dealer Assembly Charges	\$65.00
Quote Total - US dollars	\$16,646.46

Notes:

**Prices per the NASPO-MO - Piggyback - 01 - January - 2019- April 2020*
**Terms Net 30 Days. Credit cards accepted.*
**FOB Destination within the 48 Contiguous States.*
**Delivery: 60 to 90 days from ARO.*
**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with placed order.*
**TID# 38-0425350*
**ORDERS MUST BE PLACED WITH: Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, 250 E. Beaton Drive, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

PRINT NAME AND TITLE

DATED

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____

