

MONDAY, JUNE 17, 2024 7:00 P.M.
BOARD OF ALDERMEN
MINUTES

MAYOR MIKE WILCOX

ALDERMAN PAUL ROETTGER

ALDERMAN AARON NAUMAN

ALDERMAN LISA CAPSHAW CUSHING

ALDERMAN BERRY LANE

ALDERMAN TONY ROBERTS

ALDERMAN WHITNEY ROPER

CITY ATTORNEY, JIM HETLAGE
CITY ADMINISTRATOR, FRANK JOHNSON
DEPUTY CITY CLERK, JOANNE CARR

MEETING CALLED TO ORDER

The meeting was called to order at 7:00 PM by Mayor Wilcox.

ROLL CALL

Present: Alderman Capshaw Cushing, Alderman Lane, Alderman Nauman, Alderman Roper, Alderman Roettger, Alderman Roberts

Absent: None

Present: Mr. Hetlage, City Attorney, Terry Jones, Superintendent of Public Works, Chief Jeff Beaton, Mr. Dan Lawrence, Finance Director, Mr. Scott Smith, Lochmueller Group, City Engineer

APPROVAL OF TENTATIVE AGENDA

Mayor Wilcox asked if there were any changes or corrections to the Agenda for the June 17, 2024, meeting. Alderman Nauman moved approval of the agenda for the meeting. Alderman Lane seconded the motion which was unanimously approved.

APPROVAL OF THE MINUTES FROM JUNE 3, 2024, MEETING

Mayor Wilcox asked if there were any changes or corrections to the Board minutes from June 3 2024, meeting. Alderman Nauman moved approval of the minutes with some changes. Alderman Lane seconded the motion, which was unanimously approved.

CITIZEN COMMENTS

None

APPOINTMENTS – KIRKWOOD ADVISORY COUNCIL

Mr. Johnson reported that as the Board has previously discussed, under the new contract with the city of Kirkwood Parks and Recreation, the Board needs to make two appointments to the Kirkwood Advisory Council. The Board had previously discussed re-appointing current member Rita Kuster to one of the seats.

Mr. Johnson reported that for the second position, he received applications from residents Amy Stephens and John Strahlman. Following a review of the applications, Mayor Wilcox is recommending the Board appoint Mr. Strahlman. Volunteer applications for Ms. Stephens and Mr. Strahlman have been included in the board packet.

Mr. Johnson stated that it was determined that both candidates were equally qualified but added that the tie breaker related to the applicant's use of the Kirkwood Aquatic Center. It was noted that Mr. Strahlman and his family were active users of the pool and was the Board's choice for appointment. Mayor Wilcox stated that he would like to keep the other applicants, including Ms. Carol Kennedy, who had sat on the advisory council for many years, in the loop for future volunteer opportunities.

Alderman Lane stated that she recommended Mr. Strahlman partly due to his use of the Kirkwood pool. Alderman Nauman had recommended Ms. Stephens and asked how appointees will be notified. Mr. Johnson stated that he would let both appointees know. It was noted that Ms. Stephens has been involved with Scouting and Jazzfest, and the hope was that she could help again with Jazzfest.

Alderman Roettger motioned to reappoint Ms. Rita Kuster and to appoint Mr. John Strahlman, both for a three-year term. Alderman Roberts seconded the motion which was unanimously approved.

PRESENTATION – POLICE ACCREDITATION AWARD

Glenn Eidman with the Missouri Police Chiefs Association presented the City with a plaque celebrating the police department's accreditation award.

Mr. Eidman thanked the Board for the invitation to present the award in person to Chief Beaton following the receipt of the official accreditation from the Missouri Police Chiefs Association. Mr. Eidman stated that the department had been preparing for accreditation and had been meeting the standards simultaneously. Mr. Eidman stated that he could attest that the process of accreditation was a daunting task to get done, a challenge with deadlines and budget. Mr. Eidman stated that the Police Department would follow best practices, there would be a monthly report available to the City adding that there would be transparency for the public. Mr. Eidman stated that the department had proofs in place, there was a thorough assessment and the department was doing exactly what they were supposed to be doing. Mr. Eidman stated that the Glendale Police Department met requirements on April 9, 2024, following a three-year preparation which will start all over again going forward. Chief Beaton stated that they had already started the preparation, noted that the City will receive a better insurance rating adding that he hoped to receive a better rating with SLAIT as well. Chief Beaton stated that Captain Bob Catlett was the team manager but added that Sergeant Sarantakis really dug into the process to get everything completed.

SWEARING IN OF OFFICER KEITH GEORGE

Mayor swore in Keith George and introduced his family.

TREASURER'S REPORT – MAY 2024

Mr. Johnson recognized Mr. Lawrence for his work, who reported that the City continued to enjoy strong results with a surplus in the General Fund, up approximately \$200,000 from this time last year. Mr. Lawrence stated that the City ended May with \$5,000,000-plus in cash and investments, compared to \$4,000,000-plus last year. Mr. Lawrence was predicting a surplus of \$660,000, which was a conservative figure, and it was noted that the sales tax remained high with interest revenues from investments also strong. Mr. Lawrence stated that \$600,000 would be transferred from the GF to CF for future street projects and the fire pumper. It was noted that \$5,174,000 was available for the operations of the City. Alderman Roettger asked if there was an opportunity to lock in the CDs for a longer maturity date and wondered how liquid the CD's needed to be. Mr. Lawrence stated that the CD's were held for 6 months to a year but would check on the rates for a longer maturity date and check with MOSAP for their opinion. Mr. Lawrence stated that the City never had to liquidate a CD, adding that an 18-month CD was available.

PRESENTATION – CITY ENGINEER PROJECTS UPDATE

Mr. Scott Smith, Lochmueller Group and City Engineer.

Mr. Smith opened his presentation by stating that he was grateful to work with Mr. Terry Jones and Mr. Frank Johnson.

Mr. Smith opened the presentation by stating that with the Storm Water Master plan in place future funding would be available through MSD for the City. Mr. Smith noted that Lochmueller Group received an award from the American Council of City Engineers and completed site improvements at City Hall including subsurface drainage in the parking area. Mr. Smith stated that the functional classification of the eastbound section of E. Essex was teed up, they were working on the Street Master Plan, and moving forward with the westbound E. Essex project between Glendale and Kirkwood, adding that the roadway would get a facelift, there would be new sidewalks, infrastructure, and roadway. Mr. Smith reported that they received approval from MoDOT and the Highway Administration which was the last box to check for the Sappington Road project which will include new ADA compliant crossings, a roadway update and some sidewalk improvements. It was noted that the project is expected to begin in 2025 with right-of-way negotiations.

Alderman Nauman asked about historic preservation. Mr. Smith stated that there was a new more stringent process including review of the environmental impact, adding that homes 45 years or older were under an umbrella for review.

Mr. Smith stated that although the East Essex phase 2 grant application was unsuccessful, he encouraged the city to keep filing and recommended applying for federal money. Mr. Smith noted that fees are refundable when denied.

Mr. Smith stated that with all the stormwater drainage issues between property owners, he encouraged the City to upgrade the zoning ordinance to better address these problems. Mr. Smith stated that an infill guide development plan would be phase 2 of the Stormwater Master plan for the City's playbook for drainage rules for teardown/rebuilds. Mr. Smith

stated that MSD has increased the rules for best management practices (BMPs), which will be put in place with completion of the new stormwater and drainage ordinance planned for September 2024.

Mr. Smith stated that regarding the Street and Sidewalk Master plan, the assessment portion and draft presentation are complete, and that there would be some further modifications to the plan based on city feedback.

Alderman Nauman asked about St. Louis County's role in the stormwater/drainage compliance and wondered who would be enforcing or inspecting the properties during post construction. Mr. Johnson stated that the City had a joint effort with St. Louis County but added that the drainage rules needed to be stronger which would be a tool to address the more directly. It was noted that "health, safety and welfare" was a concern which was already listed in the Zoning code. It was also noted that Kirkwood had post construction rules in place in perpetuity and that an additional employee would need to be hired in for code compliance.

ORDINANCE FOR SECOND READING AND FINAL APPROVAL

B14-24 AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2025 FOR THE CITY OF GLENDALE, MISSOURI

Alderman Lane moved approval of the second reading of Ordinance B14-24. Alderman Nauman seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that there were no changes and nothing additional to add from the last meeting.

Mayor Wilcox asked if there were any questions. There were none.

Mayor Wilcox called for a voice vote which approved the second reading.

Mr. Johnson read the Ordinance by title only.

Alderman Nauman moved approval of the final reading of Ordinance B14-24. Alderman Capshaw Cushing seconded the motion.

Mayor Wilcox asked for a report. Mr. Johnson stated that there was nothing to add.

Mr. Johnson read the Ordinance by title only.

Mayor Wilcox asked for a vote.

Ayes: Alderman Lane, Alderman Capshaw Cushing, Alderman Nauman, Alderman Roper, Alderman Roettger, Alderman Roberts

Nays: None

The Ordinance passed.

B15-24 AN ORDINANCE ADOPTING A REVISION TO THE
COMPENSATION PLAN FOR THE CITY OF GLENDALE FOR
FISCAL YEAR 2025

Alderman Lane moved approval of the second reading of Ordinance B15-24. Alderman Roberts seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that there was nothing to add from the previous meetings.

Mayor Wilcox asked if there were any questions. There were none.

Mayor Wilcox called for a voice vote which approved the second reading.

Mr. Johnson read the Ordinance by title only.

Alderman Nauman moved approval of the final reading of Ordinance B15-24. Alderman Roettger seconded the motion.

Mayor Wilcox asked for a report. Mr. Johnson stated that there was nothing to add.

Mr. Johnson read the Ordinance by title only.

Mayor Wilcox asked for a vote.

Ayes: Alderman Lane, Alderman Capshaw Cushing, Alderman Nauman, Alderman Roper, Alderman Roettger, Alderman Roberts

Nays: None

The Ordinance passed.

RESOLUTIONS

R17-24 A RESOLUTION ADOPTING THE FY 2025 – FY 2029
CAPITAL IMPROVEMENT PROGRAM

Alderman Nauman moved approval of the reading of Resolution R17-24. Alderman Lane seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson stated that there was one minor change, noting that the April grant application with East-West Gateway was not approved and that the City's expenditures associated with that project have all been pushed back one year. The CIP now calls for \$237,000 for engineering for that project in FY2026 as the City will be re-applying later this year.

Mr. Johnson reported that some highlights for FY 2024 included repairs to the concrete driveway at the firehouse, \$174,000 for street maintenance through our Nova Chip and crack seal/sealcoating program, dump truck replacements, reconstruction of a portion of Dwyer Ave., and E. Essex Phase 1 construction.

Mayor Wilcox asked if there were any other questions or discussions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

R18-24 A RESOLUTION AMENDING THE ANNUAL BUDGET OF
THE CITY OF GLENDALE FOR FISCAL YEAR 2024 TO
ACCOUNT FOR CHANGES IN VARIOUS REVENUE AND
EXPENDITURE LINE-ITEM ACCOUNTS

Alderman Roper moved approval of the reading of Resolution R18-24. Alderman Lane seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that the City amends the current budget every year to bring it closer in line with actual revenues and expenditures.

Mayor Wilcox asked if there were any other questions or discussions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

R19-24 A RESOLUTION AMENDING THE PERSONNEL POLICY OF
THE CITY OF GLENDALE, MISSOURI, TO RECOGNIZE
JUNETEENTH AS A HOLIDAY

Alderman Lane moved approval of the reading of Resolution R19-23. Alderman Capshaw Cushing seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson stated that the City was prepared to take the holiday this year which will occur on the upcoming Wednesday, as was discussed last year at this time. Alderman Roettger asked that

all the City's social media platforms be used to announce the recognition, assuming that the Board passes the resolution.

Mr. Johnson stated it would be done.

Mayor Wilcox asked if there were any other questions or discussions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

DISCUSSION

July Board Meeting Dates

Mr. Johnson reported that the Board of Aldermen historically cancel the first July meeting especially when there is no business to be conducted and added that there was nothing urgent for the first meeting in July. Mayor Wilcox stated that with nothing pressing on the agenda, there is no need to force a meeting.

REPORTS

Mr. Johnson

Mr. Johnson thanked the staff for work related to the Fire House Run, noting that it was a successful event, and thanked Alderman Roper for acting as Emcee for the event.

Mr. Johnson stated that he was working with Ms. Darmody on scheduling senior-related programs with Oasis, an aging in place organization, starting with a class on nutrition and cancer awareness. Mr. Johnson noted that it was an easy opportunity to hold classes for our residents.

Mr. Johnson reported that the golf cart permits had arrived adding that the departments were making them available to interested cart owners. Chief Beaton noted that there had not been any carts pulled over to date.

Mr. Johnson also reported that the Blueprint Glendale meeting was scheduled for the 25th from 6 p.m. to 8 p.m. adding that the hope was to see 30 to 50 attendees who would be split into small groups at the round tables with each joining with a moderator to discuss ideas.

Mr. Johnson reported that Ms. Darmody was working with the Kirkwood School District regarding the 'Tons of Trucks' event which was scheduled for August 10, 2024, adding that the Fire Truck, the Dump Truck and Police vehicles would be parked at the Kirkwood Early Childhood Center for the event.

Mr. Johnson reported that he would be out on Thursday and in Columbia over the weekend.

Ms. Carr

None

Alderman Roettger

Alderman Roettger congratulated Chief Beaton on the accreditation and appreciated that policies and procedures were in place.

Alderman Roper

Alderman Roper also congratulated Chief Beaton on the Glendale Police Department accreditation.

Alderman Lane

Alderman Lan congratulated the Chief on both being fully staffed and for the accreditation. It was noted that the Public Works department was still looking with five more interviews scheduled for this week. Mr. Jones stated that the department did have summer help.

Alderman Capshaw Cushing

None

Alderman Roberts

Alderman Roberts also congratulated Chief Beaton on the department's accreditation.

Alderman Nauman

Alderman Nauman asked about Glendale Chrysler and the Engineering study for improving the Marketplace at the Abbey space, adding that the City had a previous special use permit which was combined from two to one. Alderman Nauman suggested that the next CUP could combine all three into one. Mr. Johnson stated that they needed to address the issue once the City receives the Glendale Chrysler proposal to determine if the permit should be combined or separate adding that there was potential to update the first SUP. It was noted that Ms. Belding was officially retired but working on special projects. Mr. Johnson stated that he met the new general manager. Mayor Wilcox stated that a meeting should be scheduled on a regular quarterly basis or every other month for updates.

Mayor Wilcox

Mayor Wilcox congratulated Chief Beaton and the department on the accreditation. Mayor Wilcox suggested that a BBQ be held to celebrate the accomplishment and recognize those who did so much work noting that this process was years in the making. Mayor Wilcox noted that the cooler week would be best for the event.

EXECUTIVE SESSION

Alderman Roper moved to adjourn to Executive Session. Alderman Nauman seconded the motion. There being no further questions or discussion, Mayor Wilcox called for a vote:

Ayes: Alderman Nauman, Alderman Lane, Alderman Capshaw Cushing, Alderman Roper, Alderman Roettger, Alderman Roberts

Nays: None

Not Present:

ADJOURNMENT

Alderman Nauman moved to adjourn the meeting, seconded by Alderman Roettger. The motion was unanimously approved.

These minutes are approved/amended as submitted this 15th day of July, 2024.

Joanne Carr
Deputy City Clerk



Internal Memorandum

Office of the City Administrator

To: Honorable Mayor Mike Wilcox
Members of the Board of Aldermen

From: Frank Johnson, City Administrator
Steve Chamberlin, City Treasurer & Dan Lawrence, Finance Officer

Subject: June Treasurer's Report

Date: July 11, 2024

Cash and Investment Balances:

The City's cash position remains stable through the end of June with a cash and investment balance as of June 30, 2024, of \$5,533,875. Of this figure, \$4,931,278 is available for operations of the city. A month ago, the figure was \$5,174,568 with a comparable number on June 30, 2023 of \$4,332,614.

The decrease in funds available for operations during June is normal. This is due to seasonally low collection figures for property taxes (\$1,038) and trash bills (\$6,219). Also occurring in June was the semi-annual payment to Lagers in the amount of \$118,727 for 6 months of legacy pension plan expense as well as \$104,226 to Motorola for new radios for the Police Department.

The City's cash and investment position increases in December and January and generally declines from February through November as a normal occurrence until property tax collections start back up again in December.

General Fund Revenues and Expenditures:

The year-to-date surplus in the General Fund as of this Treasurer's Report is \$78,519. Since \$600,000 was transferred to the Capital Fund during June 2024, the surplus would have been \$678,519 before the transfer. There will be accrual entries of revenues not yet recorded for FY 2024 as well as some payables that the City has yet to receive. I would estimate that the revenues and expenses not yet recorded would be a wash and therefore insignificant.

REVENUES

General Fund	June-24		Year to Date	
	2024	2023	2024	2023
Sales Tax	113,068	99,944	1,136,211	1,126,675
Gross Receipts-Electric	21,856	21,202	405,984	397,684
Gross Receipts-Telephone	5,778	167,009	90,868	250,485
Gross Receipts-Gas	11,421	14,052	253,933	289,489
Gross Receipts-Water	13,251	9,508	189,481	156,439
Court Revenues	(311)	2,968	53,757	46,413

EXPENDITURES

General Fund	June-24		Year to Date	
	2024	2023	2024	2023
Administration	30,527	47,409	556,714	515,450
Court	9,529	9,784	106,106	103,217
Police Department	139,716	129,930	1,738,964	1,658,213
Fire Department	140,001	125,777	1,755,827	1,744,574
Public Works	633,965	516,120	1,212,608	1,020,474

Notes:

- The FY 2023 YTD Sales Tax figure includes \$52,239 one-time calculation error adjustment that should have been recorded as revenue in FY 2022.
- June 2023 Telephone revenue includes a \$159,186 one-time settlement check from Charter Communications.
- Gross receipts Gas revenues are partially down due to program errors by Spire that should be corrected soon but also due to a more mild winter in 23-24 compared to 22-23.
- Expenses in each department are generally higher than previous due to increased salaries and benefits.
- The FY 2024 transfer to the Capital Improvement Fund charged to the PW Department is \$600,000 compared to \$475,000 for FY 2023.

Pension Fund Revenues and Expenditures:

The City's contribution to the Fire and Police Pension Fund is funded by property tax, which for FY 2024 is budgeted to generate \$529,200. This is substantially greater than FY 2020 and earlier year figures of approximately \$135,000 as the passage of Prop E during the June 2020 election will greatly increase the property tax revenues available to the Pension Plan. All full-time employees have been enrolled in the MO Lagers plan as of January 1, 2021. The employee (4% of salary) and City contributions (various rate depending on department) are paid monthly to MO Lagers. For June, the employee withholding was \$6,629 with a City contribution of \$19,906. On April 1, 2021, MO Lagers took over the legacy portion of the Glendale retirement plan for retirees as well. The underfunded balance in the legacy portion of the plan is paid through semi-annual payments of \$118,728 beginning May 1, 2021. Also beginning January of 2021, transfers to the General Fund from the Pension Fund are recorded for the Police and Fire portion of the City Lagers expense.

The Pension Fund's assets held at PNC of \$5,540,348 was transferred to MO LAGERS on March 9, 2021.

Park and Stormwater Revenues and Expenditures:

The ½ cent Park and Stormwater sales tax (collected on a point-of-sale basis) typically generates approximately \$185,000 a year. Of this amount, \$100,000 is budgeted to pay for the annual maintenance expense for Glendale's portion of the Aquatic Center as well as additional costs for an expanded parks and recreational agreement with the City of Kirkwood. The Aquatic Center payment was made August 2023 in the amount of \$35,842. As budgeted for FY 2024, the annual transfer of \$85,000 to the Capital Improvement Fund was recorded.

Capital Improvement Fund Revenues and Expenditures:

The Capital Improvement Fund has three sources of funding – a ½ cent sales (collection based on population) as well as a portion of the Fire Safety sales tax, transfers from the Park and Stormwater Fund, and occasional sales of surplus equipment. For the month of June, fiscal year-to-date sales tax revenue was \$550,808 compared to \$505,607 for the prior year. There were two significant Capital Improvements during June and they are listed below.

- Crackseal & Sealcoating of various streets-\$71,626.
- Stormwater Ordinance revisions engineering-\$21,482.

\$1,000 to \$5,000 Purchases:

There were 3 items that fell into this category during June 2024, and they are listed below.

- City of Kirkwood-\$3,875 FD apparatus maintenance and repair.
- Luby Equipment-\$1,345 Repair of hydraulic leak of skid steer.
- Ozarks Vanguard ADA Solutions-\$1,092 ADA crosswalk equipment on Venneman.

If you have any questions regarding this report, please let me know. Thank you.

Cash and Investments	Balance		
	30-Jun-24	31-May-24	Change
General Fund	4,931,278.00	5,174,568.00	(243,290.00)

General Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	412,298.00	521,381.38	5,448,737.46	5,209,955.89
Expenses	953,738.71	829,019.66	5,370,218.09	5,041,927.90
Surplus(Deficit)	(541,440.71)	(307,638.28)	78,519.37	168,027.99

Sewer Lateral Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	9,518.94	9,615.93	114,304.55	114,876.34
Expenses	40,695.00	21,225.00	101,235.00	112,692.50
Surplus(Deficit)	(31,176.06)	(11,609.07)	13,069.55	2,183.84

Sanitation Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	55,956.11	54,422.91	659,801.39	635,248.57
Expenses	54,006.67	52,016.42	646,523.63	623,917.84
Surplus(Deficit)	1,949.44	2,406.49	13,277.76	11,330.73

Pension Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	693.25	339.25	546,888.75	515,225.13
Expenses	38,067.38	36,494.47	486,991.76	474,020.83
Surplus(Deficit)	(37,374.13)	(36,155.22)	59,896.99	41,204.30

Prop P Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	38,659.98	34,794.27	407,068.52	384,930.63
Expenses	32,500.00	30,000.00	390,000.00	360,000.00
Surplus(Deficit)	6,159.98	4,794.27	17,068.52	24,930.63

Parks and Stormwater Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	14,745.29	11,640.63	174,322.76	175,370.51
Expenses	85,000.00	130,000.00	120,841.96	159,329.00
Surplus(Deficit)	(70,254.71)	(118,359.37)	53,480.80	16,041.51

ARP Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	9,270.50	2,498.96	733,664.82	614,787.50
Expenses	8,518.56	32,763.75	703,068.06	252,113.54
Surplus(Deficit)	751.94	(30,264.79)	30,596.76	362,673.96

Capital Improvement Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	764,661.03	718,259.60	2,150,047.45	1,548,896.08
Expenses	102,609.66	70,562.11	1,882,132.33	996,767.02
Surplus(Deficit)	662,051.37	647,697.49	267,915.12	552,129.06

Debt Services Fund	June-24		Year to Date	
	2024	2023	2024	2023
Revenues	785.68	406.56	619,938.50	616,923.60
Expenses	0.00	0.00	531,300.00	531,800.00
Surplus(Deficit)	785.68	406.56	88,638.50	85,123.60



Internal Memorandum

TO: Frank Johnson, City Administrator

FROM: Terry Jones, Public Works Superintendent TA

DATE: July 3, 2024

RE: Contract Approval Recommendation – City Hall Parking Lot Maintenance

Frank,

Bids were sought for the cracksealing, sealcoating, and re-striping of the north and south parking lots at the City Hall complex.

Three bids were received. A short bid summary:

Parking Lot Maintenance: \$4,550.00
MacConnell & Associates: \$7,051.00
A-1 Professional Asphalt & Sealing: \$8,985.00

The Scope of Work presented to each bidder contained the following:

- Installation of approximately 600-feet of hot rubberized crack filler
- Application of 2 squeegee applied coats of asphalt sealer containing a minimum of 4 pounds of silica sand per gallon
- Minimum of 2 mobilizations
- Re-striping per existing layout

Parking Lot Maintenance (PLM) provided the lowest bid that met the requirements and is also the same contractor who has performed this work to the City Hall parking lot in previous years.

I've spoken directly with PLM's Project Manager who tells me they can perform the work over a 4-day timeframe at the bid amount while maintaining 1 open lot for city and public use.

Contingent on Contract approval, PLM plans to perform the cracksealing, sealcoating, and re-striping work on the north (lower) parking lot on July 22 & 23, and then repeat the process on the south (upper) lot on July 24 & 25.

The Police, Fire, and Administration departments have each budgeted \$2,200.00 in their General Fund accounts for this work, providing a total project budget of \$6,600.00.

Based on the bid results, the city's history with this contractor, the contractor's availability, and the city's budget, I recommend the city enter a Contract with PLM for the cracksealing, sealcoating, and re-striping of the north and south parking lots at the City Hall complex at an estimated cost of \$4,550.00 to be evenly charged against General Fund line items 10-010-22010, 10-030-22010, and 10-050-22010, each of which are entitled "Maintenance to Buildings and Grounds".

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING A CONTRACT WITH PARKING LOT
MAINTENANCE (PLM) FOR CRACKSEALING, SEALCOATING AND RE-
STRIPING OF THE CITY HALL COMPLEX PARKING LOTS

WHEREAS, the City's adopted Annual Budget for Fiscal Year 2024-2025 provides an appropriation of Six Thousand Six Hundred Dollars (\$6,600.00) from the General Fund for the improvements to the paved lots at the Police Department, Fire Department and City Hall Office at 424 N. Sappington Road; and

WHEREAS, City staff sought bids for the crack sealing, sealcoating and re-striping portion of said parking lot improvements and received three responses:

<u>Vendor</u>	<u>Bid Price</u>
Parking Lot Maintenance (PLM)	\$4,550.00
MacConnell & Associates:	\$7,051.00
A-1 Professional Asphalt & Sealing:	\$8,985.00

WHEREAS, after reviewing the submitted proposals, staff recommend the proposal from Parking Lot Maintenance (PLM) be accepted and approved by the Board of Aldermen.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

SECTION ONE:

The Board of Aldermen of the City of Glendale, Missouri, approves the proposal from PLM for the installation of approximately 600-feet of hot rubberized crack filler, squeegee applied coats of asphalt sealer, minimum of 2 mobilizations, and re-striping per existing layout.

SECTION TWO:

The City Administrator and other appropriate officers, agents and employees of the City are authorized to execute an agreement with PLM, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION THREE:

The cost of work completed under said contract shall be charged against the City's General Fund, budget account 10050-22010, 10030-22010 and 10010-22010.

This Resolution Passed and Approved this 15th day of July, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk

June 28, 2024

Attn: Terry Jones
City of Glendale
721 Bismark Ave
Glendale , MO 63122

Project Name

Glendale City Hall
424 N Sappington Rd
Glendale, MO 63122

We are happy to present to you the following proposal for work to be performed. If you have any questions, please do not hesitate to call us.

Crack Sealing Hot Rubberized

1. The area under consideration for hot pour crack sealing comprises approx. **600** Lineal Feet of singular straight line cracks (note that alligatored cracks/network cracks will not be sealed)
2. Crack-dig all vegetation and impacted debris from all singular straight line cracks using a mechanical powered wire wheel. (Note that in some circumstances not all vegetation can be removed. We recommend owner applying weed killer to vegetation prior to our arrival)
3. Clean all dirt, loose gravel and weeds from cracks in preparation to apply a hot-rubberized non-tracking sealant
4. Apply **380 degree** hot rubberized crack-sealant into all singular straight line cracks. Crack sealing shall be limited to 1/4" to 1" in width only. Immediately strike off material flush to the pavement surface using a rubber blade v-shaped squeegee. This will create a 3" band on the pavement surface preventing further moisture penetration.

Total Price for this item: \$600.00

Sealcoating Specifications

1. The area under consideration comprises approx. **2,394 square yards**.
2. Our firm will complete this project in **TWO** trip(s).
3. We will barricade all areas where we will be working.
4. It is the owners responsibility to have all material, cars, equipment etc removed from the area where the work will take place.
5. All surface will be cleaned of all loose material, weeds, grass and dirt so that the material will adhere to the existing surface.
6. **Oil Spots** will be scraped, cleaned, and then we will install latex based emulsion to help prevent oil & gas bleeding up through the freshly applied sealant.
7. **Sealant Material:** Our firm will install **TWO** coat(s) of **Sealmaster Coal Tar** pavement sealer as per the attached manufactures specification link.
8. We will install your sealant by **first coat SQUEEGEE, second coat SQUEEGEE** application.
9. This process will carry a **one year** warranty.
10. **STRIPING PER EXISTING LAYOUT INCLUDED**

Total Price for this item: \$3,950.00

Price Breakdown: Glendale City Hall



Please find the following breakdown of all services we have provided in this proposal. This proposal originated on June, 28, 2024.

Item	Description	Cost
1	Crack Sealing Hot Rubberized	\$600.00
2	Sealcoating Specifications	\$3,950.00
Total		\$4,550.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Terry Jones
City of Glendale
721 Bismark Ave
Glendale, MO, 63122
Tjones@glendalemo.org
O: 314-968-8157

Todd Bruening | Estimator
PLM
8651 Highway N Ste # 176
Lake St. Louis, MO, 63367
Todd@ParkingLM.com
C: 314-323-7325
P: 618 398 6584
<http://www.ParkingLM.com>

Please click any of the links below to view and print all documents.

Company Attachments

[Crafco Parking Lot Sealant \(PLS\)](#)

[PLM COI 2024](#)

[SealMaster Polymer Modified MasterSeal \(PMM\)](#)



Internal Memorandum

TO: Frank Johnson, City Administrator

FROM: Terry Jones, Public Works Superintendent

DATE: July 8, 2024

RE: Contract Approval Recommendation – Task Order 19 – SWMP Updates

Frank,

As you know, the city is planning to develop a Streets Bond in the Fall of 2024 and is hopeful the Bond can include construction of some of the Identified Projects contained in the Stormwater Master Plan (SWMP).

The SWMP is a fluid document and is intended for projects to be removed once constructed or added upon discovery. Since the development of the SWMP in 2022, the city has discovered two new projects both of which are similar in nature, addressing overland flow flooding in relation to undersized culverts. These projects are:

- **Elmwood Dr. at Clif Side Dr.** The culvert under Elmwood Dr is undersized, causing water to backup west of the culvert. The stormwater routinely floods the yard and basement of 431 Clif Side Dr. MSD has performed Preliminary Engineering and developed construction cost estimates. The city is requesting Lochmueller Group perform an in-depth analysis of the work proposed by MSD to ensure the preliminary design would be effective, update the construction cost estimates, and incorporate the project into Glendale's SWMP.
- **Glen Elm Dr. at Glenway Dr.** The culvert under Glen Elm Dr. is undersized causing water to back up south of the culvert. The stormwater routinely floods yards and basements of several homes along the 1100 block of Glenway Dr. To date, no Preliminary Engineering has been performed at this location. MSD has inspected the area and feels that alterations to the culvert and street height could lessen the amount of overland flow. Lochmueller would develop Preliminary Engineering and construction cost estimates and incorporate this project into the city's SWMP.

Without a stormwater analysis and development of construction cost estimates, the city would be unable to consider potentially including these projects in a Streets Bond. Therefore, at the city's request, Lochmueller has submitted Task Order 19 to perform the work outlined above at a cost not to exceed \$12,200.00.

The FY2025 CIP contains \$115,000 in line item 90-060-44090, “Public Works Stormwater,” for stormwater related needs.

If approved, the project completion deadline would coincide with the Streets Bond development timeframe, allowing for consideration of the inclusion of these projects into the Streets Bond.

I recommend the Mayor and Board of Aldermen vote to approve Task Order 19 for the development of a new Identified Project along Glen Elm Dr. near Glenway Dr. and for the in-depth review and incorporation of an Identified Project along Elmwood Dr. near Clif Side Dr. at a cost not to exceed \$12,200 to be charged against CIP line item 90-060-44090, “Public Works Stormwater.”

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING TASK ORDER NO. 19 WITH LOCHMUELLER GROUP FOR THE DEVELOPMENT OF NEW IDENTIFIED PROJECTS FOR THE STORMWATER MASTER PLAN

WHEREAS, the Board of Aldermen of the City of Glendale is interested in enhancing the rules governing the management of stormwater on private lots in order to better protect the community and address complaints heard from all corners of town; and

WHEREAS, the City of Glendale requested Lochmueller Group develop a task order to provide the City with updated stormwater project locations for stormwater analysis and development of construction cost estimates; and

WHEREAS, the City of Glendale intends to include new projects when necessary and to submit the costs of this Task Order to the Metropolitan Sewer District (MSD) under their OMCI cost share program.

WHEREAS, the City of Glendale has developed two (2) new projects, both of which are similar in nature, addressing overland flow flooding in relation to undersized culverts. These projects are:

- **Elmwood Dr. at Clif Side Dr.** The culvert under Elmwood Dr. is undersized, causing water to back up west of the culvert. The stormwater routinely floods the yard and basement of 431 Clif Side Dr. MSD has performed Preliminary Engineering and developed construction cost estimates. The city is requesting Lochmueller Group perform an in-depth analysis of the work proposed by MSD to ensure the preliminary design would be effective, update the construction cost estimates and incorporate the project into Glendale's SWMP.
- **Glen Elm Dr. at Glenway Dr.** The culvert under Glen Elm Dr. is undersized causing water to back up south of the culvert. The stormwater routinely floods yards and basements of several homes along the 1100 block of Glenway Dr. To date, no Preliminary Engineering has been performed at this location. MSD has inspected the area and feels that alterations to the culvert and street height could lessen the amount of overland flow. Lochmueller would develop Preliminary Engineering and construction cost estimates and incorporate this project into the city's SWMP.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

SECTION ONE: The Board of Alderman hereby approves Task Order #19 from Lochmueller Group for the development of a new Identified Project along Glen Elm Dr. near Glenway Dr. and for the in-depth review and incorporation of an Identified Project along Elmwood Dr. near Clif Side Dr. at a cost not to exceed twelve thousand two hundred dollars (\$12,200.00).

SECTION TWO: The City Administrator and other appropriate officers, agents and employees of the City are authorized to execute Task Order #19 with Lochmueller Group, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such

other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION THREE: This project will be charged to line item 90060-44090 of the Capital Improvement Fund.

SECTION FOUR: This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 15th day of July, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



Task Order No. 19

In accordance with the Master Services Agreement between the City of Glendale, Missouri, (CLIENT), and Lochmueller Group, Inc. (CONSULTANT), dated this day of July 2024, this TASK ORDER, is the written authorization to the CONSULTANT to provide the services described herein, in accordance with the attached schedule, and fee.

Exhibit A

SCOPE OF SERVICES: The TASK scope of services shall be as described in Section "A" of this TASK ORDER. CONSULTANT shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the TASK. CONSULTANT represents that it has thoroughly reviewed the TASK and the Master Services Agreement and that it accepts the TASK and the conditions under which the TASK is to be performed.

CLIENT RESPONSIBILITIES: The CLIENT responsibilities shall be as set forth in Section "B" of this TASK ORDER.

SCHEDULE: The Schedule shall be set forth in Section "C" of this TASK ORDER.

PAYMENT TERMS: Payments to the CONSULTANT shall be as described in Section "D" of this TASK ORDER.

TERMS AND CONDITIONS: The terms and conditions of the Master Services Agreement referenced above shall apply to this TASK ORDER. This TASK ORDER also incorporates all of the terms and conditions required to be included in it by the Master Services Agreement.

CLIENT

LOCHMUELLER GROUP, INC.
411 NORTH 10TH STREET, SUITE 200
ST. LOUIS, MISSOURI 63101-1335

By: _____

By: _____

SIGNATURE

SIGNATURE

Frank Johnson, City Administrator

Scott J. Smith, P.E., Principal

Print Name and Title

Print Name and Title

411 North 10th Street, Suite 200

St. Louis, Missouri 63101

PHONE: 314.621.3395

July 8, 2024

Terry Jones,
Superintendent of Public Works
721 Bismark Avenue
Glendale, Missouri 63122

RE: Engineering Services for Updates to City Stormwater Master Plan
Lochmueller Group Project No. 520-0100

Dear Mr. Jones,

Lochmueller Group (Lochmueller) is excited to present our fee proposal for engineering design services for updates to the Stormwater Master Plan for the City of Glendale, Missouri.

The following pages describe the scope of services to be completed of a lump sum fee of twelve thousand two hundred dollars, **\$12,200**. This fee is inclusive of an additional project identified by the City and incorporation of the additional project identified by MSD.

Lochmueller will consider the City's ongoing operation and maintenance needs and coordinate with other departments as needed. A detailed fee schedule is included in Appendix D.

We have availability to start work on the Master Plan updates immediately upon notice to proceed. We look forward to working with you and continued partnerships providing the best service to your residents.

Sincerely,



Scott J. Smith, PE
Missouri Regional Manager, Principal



Laura Mwirigi Rightler, PE, CFM
Water Resources Manager

APPENDIX A: DESCRIPTION OF SERVICES

A) SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

TASK 1: INCORPORATION OF NEW PROJECT

- 1) Project management
- 2) Field visit to Glenway site
- 3) Hydraulic analysis and design of solution for overland flow/capacity issue
- 4) Update the stormwater master plan to include the new project
- 5) Create exhibit, cost estimate and benefit cost ratio. Incorporate this into the project ranking by B/C Ratio
- 6) Coordinate with MSD on new project.

TASK 2: INCORPORATION OF ADDITIONAL PROJECT

- 1) Updates to the report to incorporate the new project
- 2) Creation of a new exhibit for Clif Side Drive 431 Storm Sewer in the format as the exhibits of the projects identified by Lochmueller in the Stormwater Master Plan (Dated December 19, 2022)
- 3) Updates to overall project exhibits showing all of the identified projects throughout the City to incorporate the new project.

TASK 3: QA/QC AND RESUBMITTAL

- 1) The updates to the master plan will be reviewed for quality assurance and quality control.
- 2) Meet with the City to discuss updates.
- 3) An updated stormwater master plan will be issued and resubmitted to the City.
- 4) Coordination with streets masterplan.

APPENDIX B: SCHEDULE

The Stormwater Master Plan updates shall be completed within 90 calendar days of receiving Notice-To-Proceed.

APPENDIX C: COMPENSATION

Task Description: SWMP Updates	Budget	Task Duration
Task 1: Incorporation of new project	\$6,383	1 Month
Task 2: Incorporation of additional project	\$2,496	1 Month
Task 3: QA/QA and Resubmittal	\$3,688	1 Month
Direct Cost	\$94	
TOTAL	\$12,200	3 Months

Lochmueller shall receive as payment for the services performed under this agreement the total lump sum fee of twelve thousand two hundred dollars (\$12,200) unless a modification to this agreement is approved in writing by the City of Glendale.

				Glendale Stormwater Master Plan Updates					
PROJECT: Glendale Stormwater Master Plan Updates				Work Breakdown Structure (WBS)				Project No.:	520-0100
Client Name: City of Glendale, Missouri				Task List				Date:	7/2/2024
DESCRIPTION	Year	Principal	SPM (Project Manager)	PE III	PE I	Engineering Technician	Administrative Assistant	TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
SWMP Updates									
Task 1: Incorporation of new project									
a. Project Management	2024	2	4	2	2			8	\$1,954.00
b. Field Visit	2024			2	1			4	\$682.00
c. Hydraulic Analysis	2024			4	1			5	\$887.00
d. Report updates	2024			4				4	\$728.00
e. Project Exhibit, B/C Ratio	2024			4		8		12	\$1,768.00
f. MSD Coordination	2024			2				2	\$364.00
									\$6,383.00
Task 2: Incorporation of MSD additional project									
a. Report updates	2024			4				4	\$728.00
b. Project Exhibit	2024			2		4		6	\$884.00
c. Overall project exhibit updates	2024			2		4		6	\$884.00
									\$2,496.00
Task 3: QA/QC And Resubmittal									
a. QA/QC	2024		4	2				6	\$1,384.00
b. Compile and submit updated SWMP	2024			2		2		4	\$624.00
c. Meet with City	2024		1	1				2	\$437.00
d. Address City comments and resubmit SWMP	2024		1	2		2		5	\$879.00
e. Coordination with Streets Masterplan	2024			2				2	\$364.00
									\$3,688.00
SUBTOTAL		2	10	35	0	20	0	70	\$12,090.00
2024 Hourly Rate		285	255	182	159	130	85		
DIRECT EXPENSES - Lochgroup									
Direct Expenses Cost	Trips	Units	Quantity	Total Miles	\$/Mile				
Production									\$80.00
Mileage	1	Miles	20	20	\$0.66				\$14.00
Total Direct Cost									\$94.00
Lochmueller									\$12,200.00
TOTAL									\$12,200.00

Exemptions & Assumptions:



Internal Memorandum

TO: Frank Johnson, City Administrator
FROM: Terry Jones, Public Works Superintendent
DATE: July 3, 2024
RE: Contract Approval Recommendation – Temp for Hire Services

Frank,

Upon the departure Ian Martin, the city began seeking a qualified mechanic to fill the Maintenance Worker 1/Mechanic position.

Candidates were sought using the Indeed platform and several interviews were scheduled, but only 1 was conducted. The remaining candidates failed to attend the scheduled interviews.

After many attempts to fill the position, it was decided that the city would no longer seek a mechanic and thus reclassified the position to Maintenance Worker 1.

Following reclassification, candidates were sought using the Indeed and ZipRecruiter platforms. The city extended invitations for interviews to nearly 30 applicants. Of those 30, roughly 15 interviews were accepted and scheduled by the applicants. Of the 15 scheduled interviews, only 2 were conducted, the remaining scheduled interviewees failed to attend. The candidates who attended their interviews were not considered for hire.

Discouraged by the lack of qualified candidates, the city is now turning to local staffing agencies to provide potential candidates using a Temp-for-Hire service.

Through a Temp-for-Hire service, a staffing agency will send a temporary employee to the city who they feel, based on the city's rate of pay and Job Description, could potentially be hired full-time by the city.

A Contract for these services includes the following terms:

- Temporary employees undergo a pre-employment screening process involving drug and background checks.
- The cost for the service is based on the hourly wage of the temporary employee plus the agency's overhead percentage. For this position, the city has requested the employee receive \$20.08/hour, before taxes, matching the advertised rate of pay.

- Any overtime worked by a temporary employee is billed at 1.5 times the rate of pay.
- Any temporary employee the city plans to extend a Conditional Offer for full-time employment must work for the city while under Contract with the staffing agency for a minimum of 520 hours before the employee could be hired by the city.
- The city can reject any temporary employee for any reason, at any time exceeding or less than 520 hours worked, and then request a replacement.
- Temporary employees who serve as a replacement for a previous temporary employee must also work for the city while under Contract with the staffing agency for a minimum of 520 hours before they could receive a Conditional Offer for full-time employment.
- Either the city or the staffing agency can terminate the Contract at any time, for any reason.

Under normal hiring conditions, newly hired employees are subject to a 6-month probationary period after which they then receive a pay increase and can begin taking paid vacation days. The probationary period for any employee hired through a Temp-for-Hire service will be shortened to 3 months in recognition of the 520 hours worked through the service.

While working for the city within the 520-day timeframe, temporary employees will not receive benefits such as health insurance, vacation, sick, or compensatory time, paid holidays, or retirement.

Bids for Temp-for-Hire services were sought from local staffing agencies. Four bids were received:

Human Resource Staffing: \$28.11/hour, 40% markup

Westside Personnel: \$28.11/hour, 40% markup

Source One: \$28.11/hour, 40% markup. Does not include the cost of pre-employment screenings.

Crown Staffing: \$27.51/hour, 37% markup.

Crown Staffing has submitted the lowest bid, The terms outlined in their Proposal are reasonable and meet the expectations of the city.

Therefore, based on the reasons outlined above, I recommend the city enter a Contract with Crown Staffing for Temp-for-Hire services with the goal of extending a Conditional Employment offer to an individual recruited by Crown Staffing. The estimated minimum cost of this Contract is \$14,305.20 to be charged to General Fund line item 10-060-22290, "Other Commodities". The extended cost of the Contract is solely based on the characteristics of the temporary employees supplied by Crown Staffing.

Please let me know if you have any questions.

**A RESOLUTION AUTHORIZING A CONTRACT WITH CROWN STAFFING
TO PROVIDE TEMP FOR HIRE SERVICES**

WHEREAS, the City's adopted Annual Budget for Fiscal Year 2024-2025 will provide an appropriation of Fourteen Thousand Three Hundred and Five Dollars (\$14,305.20) from the General Fund for a contract with Crown Staffing to provide Temp for Hire services of potential candidates for the Public Works Department at 721 Bismark Avenue; and

WHEREAS, City staff sought bids for the Temp for Hire Services and received four (4) responses:

<u>Vendor</u>	<u>Bid Price</u>
Human Resource Staffing:	\$28.11/hour, 40% markup
Westside Personnel:	\$28.11/hour, 40% markup
Source One:	\$28.11/hour, 40% markup.
(Does not include the cost of pre-employment screenings.)	
Crown Staffing:	\$27.51/hour, 37% markup.

WHEREAS, after reviewing the submitted proposals, staff recommend the proposal from Crown Staffing be accepted and approved by the Board of Aldermen.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

SECTION ONE:

The Board of Aldermen of the City of Glendale, Missouri, approves the proposal from Crown Staffing for Temp for Hire Services of a possible eventual full time Public Works Department employee at a minimum cost of \$14,305.20.

SECTION TWO:

The City Administrator and other appropriate officers, agents and employees of the City are authorized to execute a contract with Crown Staffing, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION THREE:

The cost of work completed under said contract shall be charged against the City's General Fund, "Other Commodities" budget account 10060-22290.

This Resolution Passed and Approved this 15th day of July, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



Crown Staffing STAFFING AGREEMENT

Crown Staffing ("Crown"), with its principal office located at 707 Park Meadow Rd., Westerville, OH 43081 will provide flexible employees to **The City Of Glendale** ("Client"), with its principal office location at **424 N Sappington Rd Glendale, MO 63122**. This agreement sets out what we, Crown, promise to do and what you, the Client, promise to do.

Crown Staffing AGREES TO DO THE FOLLOWING:

- Recruit, screen, hire, e-verify and assign employees to perform work as described in the job description(s) the Client provides, and manage any HR functions.
- Crown Staffing will provide a full criminal background check & 5 panel drug screen.
- Pay Crown employees, withhold taxes, provide unemployment and worker's comp insurance, and abide by all local, state and federal employment laws.
- Generally orient the employee to the job site so they are ready to work productively.
- Use best efforts to fill any vacancies in a timely manner.
- Do a safety walk-through to better assist the Client to keep Crown's employees safe.
- Invoice Client weekly.

CLIENT AGREES TO DO THE FOLLOWING:

- Provide a safe working environment by training and supervising Crown's employees, providing necessary (required) PPE and follow OSHA and any state and local safety rules for workplace safety.
- Provide detailed job descriptions for each position that we are providing employees.
- Be responsible for maintaining operational control, direction, and direct supervision over Crown's employees. Such control, direction and supervision shall include, but not be limited to, scheduling, providing job specific training, personal protective equipment, and all other matters relating to the direction of Crown's employees, as well as other requirements imposed by any federal, state and local governmental agency.
- Notify Crown immediately if an accident, injury or incident occurs involving a Crown employee.
- Cooperate with Crown in any investigations which may arise regarding a Crown employee.
- Agrees to remit payment on our invoices within our terms of net **30 DAYS**. (Late fee is applied to unpaid balances after **45 DAYS** at the compounded rate of 1.5% monthly.)
- Notify Crown of any invoice disputes within 25 days in order to reach resolution.
- Not change job assignments of our employees without first contacting Crown.
- Will not permit Crown employees to operate any vehicle or mobile equipment, or entrust them with cash, checks, keys, credit cards, merchandise or other valuables without prior written approval from Crown.
- Notify Crown if employee needs to be counseled about behavior, or otherwise disciplined or removed from Client's work site.

- Will submit approved timesheets for Crown employees every Monday before **1 pm** in order for the employee(s) to be paid on schedule.

Minimum Hours Per Day – we will bill a minimum of 4 hours per day per assigned employee.

Order cancellation fee – if order is cancelled less than 4 hours before start time, the Client will be billed 4 hours per assigned employee.

Overtime pay – Employees will be paid overtime at a rate of 1.5 times the employee's hourly rate for any hours over 40 per pay period. Client will be billed overtime rate on same.

Both parties agree to keep confidential any information designated by the other as "confidential."

Indemnification – Client agrees to indemnify and hold harmless Crown for any loss, cost and damages, including reasonable attorney's fees, and/or any payments Crown may make to or for the benefit of its employees caused by the sole wrongful act or omission of the client, whether negligent, reckless, wanton, or intentional, whether or not for services actually performed, as a result of any action or claim instituted by a governmental agency or any other party, person or entity relative to or on behalf of such employee. Crown Staffing shall not be liable to Client for any loss of business or any other damages caused by an interruption of the service which Crown agrees to furnish hereunder, which interruption is due to war, fire, strike, picketing, accidents, civil disturbances, riots, acts of God, or any other cause beyond reasonable control of Crown.

This agreement, and the legal relations between Client and Crown, will be governed by the laws of the State of Ohio. If any dispute about this agreement or those relations arises, both parties agree that jurisdiction and venue are proper in any court of competent jurisdiction in the State of Ohio.

A rate schedule is attached as Attachment A.

Crown and the Client agree to work with each other in growing their businesses. Both Crown and Client understand and agree that they are separate, independent entities and are not principals, agents, or partners of the other.

This agreement shall be effective beginning **7/3/2024** and shall continue in full force unless terminated by either party.

We the undersigned agree to the items set forth in this agreement.

Client Representative (Print)

Company Name (Client)

Client Representative Signature

Date

Attachment A
Rate Schedule

Rates are based on workers compensation code: 8810

These rates will be reviewed for renewal on 7/3/2025

Job Title or Description	Shift	Location	Mark-up / Bill Rate
Maintenance	ANY	MO	37% / \$27.51

Early Conversion Fee

Crown will incur substantial recruitment, screening, training, administrative and marketing expenses with respect to finding the client qualified candidates. Therefore a conversion period of **520 HOURS** must be met before the client can hire a Crown employee directly with no additional fee. In addition, if the Client uses the services of any Crown employee as its direct employee, independent contractor or through any other firm during or within 90 days after their assignment is complete, the Client will be responsible for an Early Conversion Fee. **THE FEE STRUCTURE IS LISTED BELOW.**

(520 hours – Total Hours Worked) x (Bill Rate – Pay Rate) = Early Conversion Fee.

Client Representative Signature

Date



Internal Memorandum

TO: Frank Johnson, City Administrator

FROM: Terry Jones, Public Works Superintendent

DATE: July 11, 2024

RE: Contract Approval Recommendation – Construction Engineering Services
East Essex Avenue Reconstruction Project
Federal Project No. STP-9901 (653) / TIP No. 6949-21

Frank,

At the City's request, Lochmueller Group, Inc. (Lochmueller) submitted Task Order #18 through the City Engineer on-call services agreement, a Construction Engineering Services Contract (CE) related to the East Essex Avenue Reconstruction Project.

The proposed Contract would authorize Lochmueller to perform construction administration, including daily reporting, field oversight, and utility coordination in accordance with the Missouri Department of Transportation (MoDOT) Local Public Agency (LPA) requirements. It also requires Lochmueller to perform onsite materials testing and site survey staking through subconsultant agreements in order to fulfill the Disadvantage Business Enterprises (DBE) goals set by MoDOT.

In addition, the Contract stipulates that a Certified Construction Inspector will be on onsite a maximum of 30 hours each week for a total of 20 weeks. The cost of the onsite inspector, along with other services outlined in the Scope of Services section of the Task Order, brings the total cost for CE services to \$145,418.00.

The East Essex Avenue Reconstruction Project is a collaborative effort between the cities of Glendale and Kirkwood with work extending from the shared city limit line westward to Dickson St., and eastward to N. Sappington Rd. Due to the set project limits as well as the highly irregular ROW limits and topography, the bulk of the work is located on the Glendale side of the project. Therefore, at the recommendation of the City Engineer, Glendale and Kirkwood have agreed to share all costs, excluding those for actual construction, at a ratio of 69% to Glendale and 31% to Kirkwood.

Glendale is listed as the lead LPA for the project and is therefore ultimately responsible for payments related to the project. Prior to any contract approvals, Glendale and Kirkwood meet to

review each proposal, request changes if necessary, and then agree to cost-share terms. Once an agreement is made and a contract is approved, Kirkwood then pays Glendale for its share of the contract.

In this case, Kirkwood has agreed to pay Glendale \$45,079.58 representing 31% of the overall cost for CE Services. This lessens Glendale cost for the same services to \$100,338.42.

Glendale's 2024-25 CIP includes \$937,000 in line item 90-060-44033, "E. Essex STP Project". This budget was established in consideration and anticipation of CE Services and construction costs.

To summarize, I recommend the City approve Task Order #18 authorizing Lochmueller to perform CE Services related to the East Essex Avenue Reconstruction Project at an estimated cost of \$145,418.00 and to bill the City of Kirkwood \$45,079.58 for the portion of the Contract that applies to services in Kirkwood.

For reference, Task Order #18 is attached to this memo.

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING A CONTRACT FOR CONSTRUCTION
ENGINEERING SERVICES AND OVERSITE SERVICES WITH LOCHMUELLER
GROUP FOR THE EAST ESSEX AVENUE RECONSTRUCTION PROJECT (TASK
ORDER #18)

WHEREAS, the City of Glendale has received a federal grant under the Surface Transportation Program (“STP”) for 80% of the cost of the East Essex reconstruction project; and

WHEREAS, costs associated with construction engineering services for the project are eligible reimbursable expenses under the federal STP grant; and

WHEREAS, in accordance with procedures established by the Missouri Department of Transportation (“MODOT”), the City followed a specified process for the selection of an engineering consultant for the East Essex reconstruction project; and

WHEREAS, the City has requested Lochmueller Group through the City Engineer on-call services agreement, submitted task order #18 for a Construction Engineering Services Contract (CE) related to the East Essex Avenue Reconstruction Project at a cost of \$145,418.00, with 31% or 45,079.58 covered by the City of Kirkwood and 69% or \$100,338.42 paid by the City of Glendale.

NOW, THEREFORE, Be It Resolved by the Board of Aldermen of the City of Glendale, Missouri as follows:

SECTION ONE: The Board of Alderman hereby approves the Construction Engineering Services contract (CE) with Lochmueller Group for construction administration of East Essex Avenue west of Sappington Road at an estimated cost of \$146,418.00, in substantially the form attached hereto as Exhibit A.

SECTION TWO: The Mayor and other appropriate officers, agents and employees of the City are authorized to execute an agreement with Lochmueller Group, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION THREE: This project will be budgeted and charged to line item 90060-44033 of the Capital Improvement Fund which has a budget of \$937,000.

SECTION FOUR: This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 15th day of July, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



TASK ORDER No. 18

In accordance with the Master Services Agreement between the City of Glendale, Missouri, (CLIENT), and Lochmueller Group, Inc. (CONSULTANT), dated this 27th day of June 2024, this TASK ORDER, is the written authorization to the CONSULTANT to provide the services described herein, in accordance with the attached schedule, and fee.

SCOPE OF SERVICES: The TASK scope of services shall be as described in Section "A" of this TASK ORDER. CONSULTANT shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the TASK. CONSULTANT represents that it has thoroughly reviewed the TASK and the Master Services Agreement and that it accepts the TASK and the conditions under which the TASK is to be performed.

CLIENT RESPONSIBILITIES: The CLIENT responsibilities shall be as set forth in Section "B" of this TASK ORDER.

SCHEDULE: The Schedule shall be set forth in Section "C" of this TASK ORDER.

PAYMENT TERMS: Payments to the CONSULTANT shall be as described in Section "D" of this TASK ORDER.

TERMS AND CONDITIONS: The terms and conditions of the Master Services Agreement referenced above shall apply to this TASK ORDER. This TASK ORDER also incorporates the terms and conditions required to be included in it by the Master Services Agreement.

CLIENT

BY: _____
Signature

Frank Johnson, City Administrator/City Clerk
Print Name and Title

LOCHMUELLER GROUP, INC.
411 NORTH 10TH STREET, SUITE 200
ST. LOUIS, MISSOURI 63101-1335

BY: _____
Signature

Scott J. Smith, P.E., Principal
Print Name and Title

ATTACHMENT "A"

SECTION "A" – SCOPE OF SERVICES

The City of Glendale is performing roadway improvements on East Essex Avenue between Dickson Street and North Sappington Road.

The proposed scope of the roadway project improvements includes installing new roadway resurfacing pavement and texturing, concrete sidewalk including ADA compliant curb ramps, new concrete curb and gutter, driveway approach replacement, inlet/manhole adjustments, modular block retaining walls, sodding, pavement markings and other appurtenances. To that end, we have generated the following scope of work, which is based upon providing construction observation/inspection services for said improvements.

Scope of Services

1. Provide administration, general project management, and oversight of subconsultant TSi Geotechnical, Inc. (TSI) during the construction of the project in accordance with the federal DBE requirement.
2. Provide engineering support, answer RFIs, and check shop drawings and other submittals submitted by the Contractor.
 - a. Attend and assist the City with one (1) preconstruction conference.
3. Provide construction administration throughout the construction process in accordance with MoDOT LPA requirements. This includes quantity documentation, processing pay requests, performing a final site walkthrough, and performing necessary project closeout procedures. Construction duration is assumed at twenty (20) weeks.
4. Perform onsite construction inspection/observation throughout the construction process. A maximum of forty (30) hours per week for twenty (20) weeks has been assumed.
 - a. Coordinate materials testing, materials inspection, and reporting with subconsultant TSi.
 - b. Coordinate required field and certification documentation with MoDOT.
5. During Coordination with Spire, Missouri American Water, and Ameren Electric, several conflicts were identified between the utilities and the proposed roadway improvements on East Essex Ave. The utilities have stated that they will not be able to complete their respective relocations until the roadway improvements have been staked by a surveyor. Therefore, Lochmueller Group and its subconsultant, EDSI, are proposing to perform the staking in the areas shown on the attached marked up copy of the construction plans. The effort will include processing of data by Lochmueller and field work by EDSI.

SECTION "B" – CLIENT RESPONSIBILITIES

The City of Glendale shall provide Lochmueller with the following items.

1. Timely review and approval of field changes, if necessary, and pay estimates to maintain the project schedule.
2. City letterhead in electronic format for use in developing documents on the City's behalf.

SECTION "C" – SCHEDULE

These services shall be completed within 60 days of completion of construction activities unless modified in writing by the CLIENT and the CONSULTANT.

SECTION "D" – PAYMENTS TERMS

The services described above in items 1 through 4 will be performed and billed on an hourly basis with an estimated budget of **\$145,418.00** as reflected in the aforementioned agreement. A breakdown of hours is outlined in Attachment "C" – Estimate of Cost. This fee is based on the anticipated on-site observation time noted in the Scope of Services and would be subject to increase if additional hours or tasks are added to the Scope of Services.

Any other tasks in addition to those specifically described in the above scope of services, including but not limited to supplemental meeting time, would be billed as extras on a time and materials basis in accordance with the approved rates unless a specific scope and fee is negotiated separately. However, we would not proceed with supplemental services without your direction or authorization.

ATTACHMENT "B"

TERMS AND CONDITIONS

1.0 WORK OFFICE

CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.

2.0 RESERVED

3.0 STANDARDS OF PERFORMANCE

3.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the respective profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

3.2 CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies CLIENT discovers without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

3.3 CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.

3.4 CONSULTANT and CLIENT shall comply with applicable laws or regulations and Client-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.

3.5 CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

3.6 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or

warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

3.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by CLIENT without consultation and advice of CONSULTANT.

3.8 All opinions of probable construction cost to be provided by CONSULTANT shall represent the best judgement of CONSULTANT based upon the information currently available and upon CONSULTANT's background and experience with respect to projects of this nature. It is recognized, however, that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

4.0 AUTHORIZED PROJECT REPRESENTATIVES

Contemporaneous with the execution of this agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

5.0 OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to CLIENT. The CLIENT agrees, to the fullest extent permitted by law, to

defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of CONSULTANT.

Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

6.0 ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

7.0 ACCESS TO RECORDS

CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the CLIENT and copies thereof shall be furnished if requested.

8.0 COMPLIANCE WITH STATE AND OTHER LAWS

CONSULTANT shall exercise usual and customary professional care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 S.S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed \$5,000.00, CONSULTANT shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that CONSULTANT:

8.1 Does not knowingly employ any person who is an unauthorized alien in connection with the Agreement, and

8.2 Is enrolled in a federal work authorization program

The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of CONSULTANT.

9.0 ALLOCATION OF RISKS – INDEMNIFICATION

- 9.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and its subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.
- 9.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and CONSULTANT's subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
- 9.3 To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of Section V of this Agreement.
- 9.4 In addition to the indemnity provided under Paragraph 9.2 above, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 9.4 shall obligate CLIENT to indemnify any individual or

entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

9.5 CONSULTANT shall not be responsible for the means, methods and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.

9.6 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

10.0 RESERVED

11.0 STATUS OF CLAIMS

CONSULTANT shall be responsible for keeping the CLIENT currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to CLIENT within thirty (30) days.

12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

If disputes arise between CLIENT and CONSULTANT during the course of the Project, or following completion of the Project, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this Agreement or the Project shall be submitted to non-binding mediation, unless the parties mutually agree otherwise, with mediation conducted in a location mutually agreed upon by all parties. If the parties do not agree on a mediator within ten (10) days after demand for mediation, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney having substantial experience in construction law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days of his/her appointment, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through litigation. Any such litigation shall be resolved without the assistance of a jury, and each party hereby waives trial by jury in any claim whether in Agreement or tort, at law or in equity, arising out of or in any way related to this Agreement. If the parties are not able to settle the dispute through mediation, then it is understood that both parties hereto agree and consent to the exercise of jurisdiction over any matter or dispute arising in connection with this Agreement in a state court sitting in the state and county in which the project resides.

13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT for the Services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Missouri covering all operations under this Agreement whether performed by it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

- 13.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker's Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.
- 13.2 Commercial General Liability Insurance (naming the CLIENT as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000 aggregate.
- 13.3 Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.
- 13.4 Professional Liability Insurance in the amount of at least \$1,000,000 per claim and aggregate.

14.0 CHANGES IN THE SERVICES

In the event the CLIENT requires a change in the Services, after the Services have progressed as directed by the CLIENT, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the CLIENT in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until an amendment to this agreement is executed and CONSULTANT is authorized to proceed with the changes of scope in writing by the CLIENT.

15.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, CONSULTANT

shall, upon final payment of compensation due to the CONSULTANT, deliver to the CLIENT all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the CLIENT. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

16.0 RESERVED

17.0 SUCCESSORS AND ASSIGNEES

The CLIENT, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense or privilege under this Agreement without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18.0 ENTIRE AGREEMENT – AMENDMENTS

This Agreement, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

19.0 NON-WAIVER

It is agreed and acknowledged that no action or failure to act by CLIENT or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

20.0 DURATION OF AGREEMENT

If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix “C” of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT’s services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

21.0 FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing

the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

22.0 HAZARDOUS ENVIRONMENTAL CONDITION

- 22.1 CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- 22.2 CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity and location.
- 22.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable laws and regulations, appropriate governmental officials.
- 22.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable laws and regulations.
- 22.5 CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.
- 22.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify CONSULTANT's terminating this Agreement for cause on thirty (30) day notice.

23.0 RESERVED

24.0 GOVERNING LAW

Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

25.0 RESERVED

26.0 INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the CLIENT.

27.0 SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

28.0 HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

29.0 NON-COLLUSION

The above-signed attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of CONSULTANT, that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

ATTACHMENT B
ESTIMATE OF COST
Professional Engineering Services for

	Project Engineer IV	Project Engineer III	Project Engineer II	Certified Construction Inspector II	Total Hours
Construction Phase					
Task 1 Administration/Management	0.0	25.0	0.0	0.0	25
Task 2 Engineering Support	8.0	44.0	0.0	4.0	56
Task 3 Construction Administration	0.0	32.0	53.0	12.0	97
Task 4 Inspection/Observation	0.0	0.0	0.0	600.0	600
Task 5 Staking for Utility Relocations	0.0	8.0	0.0	0.0	8
Subtotal Manhour by Classification	8.0	109.0	53.0	616.0	778
Hourly Rate	\$205.00	\$182.00	\$165.00	\$149.00	
Total Labor	\$1,640.00	\$19,838.00	\$8,745.00	\$91,784.00	\$122,007.00
TSi Subconsultant Fee (DBE)					\$16,075.00
EDSI Subconsultant Fee (DBE)					\$4,810.00
Direct Cost - Mileage - 4210 miles x \$0.60					\$2,526.00
Construction Services Total					\$145,418.00



June 6, 2024

Collin Wilcox
Lochmueller Group
411 N 10th Street, Suite 200
St. Louis, MO 63101

Re: Proposal for Material Testing Services
East Essex Avenue Improvements
Glendale, Missouri
TSi Proposal No: SLM24088.00

Dear Mr. Wilcox:

TSi Geotechnical, Inc. (TSi) , a **M/D/WBE** firm, is pleased to submit this proposal to Lochmueller Group to provide material testing and inspections services during the Glendale 2023 street Resurfacing project in Glendale, MO.

1.0 PROJECT UNDERSTANDING

We understand the project of work includes along East Essex Avenue from Dickson Street to North Sappington Road consisting of installing new roadway resurfacing pavement and texturing, concrete sidewalk including ADA compliant curb ramps, new concrete curb and gutter, driveway approach replacement, inlet/manhole adjustments, modular block retaining walls, sodding, pavement markings and other appurtenances.

2.0 SCOPE OF SERVICES

TSi will provide one technician for construction materials testing on a full/part-time as-needed basis, with additional personnel for as needed for: additional help for concrete and/or compaction testing. More specifically, TSi will perform the following services:

EARTHWORK

- Observation of grading activities including subgrades and identify any unacceptable materials or soft zones prior to placement of any fill or base rock. Observe and test remedial work in unsuitable areas that are found during subgrade evaluations.

- Collect samples of the proposed base rock material for Standard Proctor testing in our laboratory.
- Measure the in-place density and moisture content of granular rock material for pavement approaches with a nuclear gauge.

CAST-IN-PLACE CONCRETE

- Perform field tests on structural and site concrete to measure slump, temperature and air content.
- Prepare compressive strength test specimens during placement of concrete and complete laboratory compressive strength tests on those samples at the specified dates. For foundations: One (1) set of six (6) cylinders will be cast per 100 CY placed or fraction thereof. Cylinders will be tested at 2@7-days, 3@28-days, Spare.

ASPHALT

- Obtain Cores per MoDOT LPA Guidelines and test for thickness and density.
- Obtain one(1) sample of loose mix asphalt per day for purpose of AC and Gradation.

PROJECT MANAGEMENT

- Attend project meetings.
- Provide project management for our scope of services.
- Report the results of our services.

3.0 STAFFING & DOCUMENTATION

A Technician will perform the on-site construction documentation and materials testing services. Our Construction Services Manager will perform daily supervision of the technician's activities. Supervision would consist of reviewing daily field reports and daily communications with the field technicians in order to establish that construction is being performed in accordance with the project plans, specifications, and good engineering and construction practices.

TSi will document data and pertinent observations made in the field using our reporting software. Concrete Reports will be prepared for each set of cylinders tested in our laboratory. After office review and approval, final copies of field and laboratory reports will be sent to all designated parties involved in the project on a weekly basis.

4.0 SCHEDULE

We have estimated the hours of work at the site requiring TSi's services based on similar type of projects along with review of the project plans. Our fees provided herein are based on this preliminary schedule and estimates. Travel time is included in the site visits. The number of hours and tests described in the cost estimate does not constitute a minimum or maximum number of tests or hours that may be required for this project. TSi's services will be performed on a full/part-time basis, with additional TSi personnel scheduled when necessary for pier inspection, compaction testing, and concrete placement activities. TSi will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project outside normal work hours. Additional services required that are outside normal work hours should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis, which may require changes in personnel assigned to the project. We have made assumptions that some overtime shifts will be required during this project. Should additional overtime shifts be required, our estimated total fee may change.

We recommend that the scope of services described in this proposal be provided to the person(s) who will be responsible for scheduling so that they are aware of the services that are proposed.

5.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. TSi has estimated 20-trips to test concrete for curb/gutter, sidewalks, and approaches.
2. TSi estimated 2-trips to test asphalt for overlays.
3. Tsi estimated 10-trips to pick up cylinders.
4. Tsi estimated 2-trips to test baserock for pavement approaches.
5. Due to variability in actual construction schedule, actual number of trips required to perform aforementioned scope of work could vary.

6.0 ESTIMATED COST

TSi's services for the project will be provided on a unit fee basis. Based on the scope of services described herein, our estimated fee is \$ 16,075.00. The estimated fee will be adjusted for the final scope of services based on the attached unit fee schedule. The fees for any additional services that may be necessary will be billed on a unit rate basis, in accordance with the attached Unit Fee Schedule.

If overtime is required due to the contractor's schedule, an additional fee of 50% of the technician's hourly rate will be billed. We have assumed that overtime hours will be required for this project. We may not be aware of additional overtime issues prior to their occurrence.

7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined previously. Lochmueller Group and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSI GEOTECHNICAL, INC.



Andrew DeClue, P.E.
Director of Operations



Denise B. Hervey, P.E.
Principal

East Essex Avenue Improvements Glendale, Missouri Construction Materials Testing Unit Fee Schedule

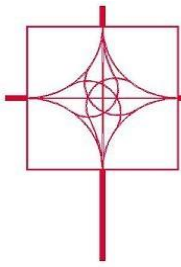


Valid for work completed prior to December 31, 2024

	Unit Cost		Qty	Estimated Amount
<u>Personnel/Equipment</u>				
Senior Engineer	\$ 160.00	hour	4	\$ 640.00
Project Manager	\$ 135.00	hour	15	\$ 2,025.00
Technician	\$ 67.00	hour	100	\$ 6,700.00
Core Crew	\$ 135.00	hour	8	\$ 1,080.00
Administrative	\$ 60.00	hour	6	\$ 360.00
Core machine + Generator	\$ 160.00	day	2	\$ 320.00
Vehicle Charge	\$ 20.00	day	35	\$ 700.00
Nuclear Density guage	\$ 40.00	day	3	\$ 120.00
			subtotal	\$ 11,945.00
<u>Laboratory Testing</u>				
Standard Proctor Compaction (C)	\$ 275.00	each	1	\$ 275.00
Gradation	\$ 100.00	each	2	\$ 200.00
Compressive Strength of Concrete Cylinders	\$ 20.00	each	120	\$ 2,400.00
Cylinder Molds	\$ 1.60	each	120	\$ 192.00
AC+Gradation	\$ 210.00	each	2	\$ 420.00
Density+Thickness	\$ 80.00	each	8	\$ 640.00
			subtotal	\$ 4,130.00
Total Fee Estimate				\$ 16,075.00

General Notes

1. Field testing of concrete slump, air content, and temperature; and asphalt pavement density is included in the hourly rate for the field technician.
2. A 3 hour minimum will apply to all field technician services.
3. Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays.
4. We can provide fees for services and testing not listed above upon request.



EDSI

ENGINEERING DESIGN SOURCE, INC.

16141 SWINGLEY RIDGE RD.

SUITE 300

CHESTERFIELD, MO. 63017

(636) 537-5585

Project: East Essex Ave

Prepared by: Brett Brooks

Date Prepared: May 15, 2024

<i>Survey Staking for Utility Coordination Fee</i>	\$4,810 *
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Engineering Design Source, Inc.

Date Prepared: May 15, 2024

Project Name: East Essex Ave

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
Staking							
1.1 Coordination and crew prep		1	6				7
1.2 Recover control and set secondary			2		2		4
1.3 Field staking					14		14
1.4 Process data			2				2
1.5 QA/QC		2					2
SUB-TOTAL HOURS	0	3	10	0	16	0	29
MAN HOURS BY CLASSIFICATION	0	3	10	0	16	0	29
	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	\$86.00	\$64.17	\$46.94	\$34.69	\$60.34	\$37.27	
Overhead Rate 145.81%	\$125.40	\$93.57	\$68.44	\$50.58	\$87.98	\$54.34	FIXED FEE-TOTAL
Profit 14.0%	\$29.60	\$22.08	\$16.15	\$11.94	\$20.77	\$12.83	\$560
Average Hourly Billing Rate	\$240.99	\$179.82	\$131.54	\$97.21	\$169.09	\$104.44	LABOR-TOTAL
COST BY CLASSIFICATION	\$0	\$539	\$1,315	\$0	\$2,705	\$0	\$4,560

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying	\$20.00	\$20.00	1	Lump Sum
Vehicle Usage	\$130.00	\$65.00	2	Per Day
Misc. Survey Supplies	\$100.00	\$100.00	1	Lump Sum
DIRECT COST - TOTAL	\$250.00			

Assumptions: Staking of improvements will be for the area shown on the exhibit provided 5-13-2024.

Survey Total Fee	\$4,810
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Internal Memorandum

TO: Frank Johnson, City Administrator

FROM: Terry Jones, Public Works Superintendent

DATE: July 11, 2024

RE: Contract Approval Recommendation – Engineering Services Contract
Supplemental Agreement #2
East Essex Avenue Reconstruction Project
Federal Project No. STP-9901 (653) / TIP No. 6949-21

Frank,

In August of 2021, the cities of Glendale and Kirkwood, by way of an Intergovernmental Agreement and direction of the Glendale BOA and Kirkwood Council, authorized an Engineering Services Contract (ESC) with Lochmueller Group for development of Preliminary and Final Designs, environmental and DBE compliance, development of bidding documents, and assistance with bid solicitation, bid review, and construction contract recommendation related to the E. Essex Ave STP project.

Article III of the ESC states:

“The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this Contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.”

In August of 2023, Lochmueller submitted Supplemental Agreement #1 to Glendale requesting compensation for the cost of conducting additional public and on-site meetings with engineers and for multiple re-designs to the portion of the Preliminary Plans between Venneman Ave and N. Sappington Rd due to resident feedback relating to the location of a proposed new sidewalk and elimination of on-street parking. It was ultimately decided that the new sidewalk would be constructed along the same side of the roadway that is currently sits. This decision was made at the approval of the majority of the residents along the corridor.

Following completion of the Preliminary Design, ROW negotiations then began. Throughout the negotiation process, new problems, most pertaining to existing water runoff/collection issues on

private property adjacent to the proposed improvements, and new resident demands were introduced to the project.

To satisfy resident requests, and for the betterment of the project, both Glendale and Kirkwood requested changes to the Preliminary and Final Designs to incorporate small-scale stormwater improvements and/or include driveway or yard improvements to fulfill ROW negotiations. These requests were over and above the Scope of Services outlined in the ESC, therefore Lochmueller has submitted Supplemental Agreement #2 requesting compensation for the additional design services, totaling \$6,780.61.

ESC Supplemental Agreement #2 was reviewed by Glendale and Kirkwood who requested changes to the Agreement which then lessened the overall cost from \$19,686.63 to \$6,780.61. These requested changes also identified specific costs to each city.

Glendale and Kirkwood have agreed to the following terms:

Glendale will pay the full amount of the supplement to Lochmueller and Kirkwood will pay Glendale \$1,669.51 for its share of the Supplement. The direct cost to Glendale totals \$5,111.10.

In conclusion, I recommend the Mayor and Board of Aldermen approve the E. Essex Ave ESC Supplemental Agreement #2 at a cost of \$6,780.61 to be charged against CIP line item 90-060-44033, "E. Essex STP Project."

Supplemental Agreement #2 is attached to the memo.

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING SUPPLEMENTAL AGREEMENT #2 TO
THE ENGINEERING SERVICES CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES WITH LOCHMUELLER GROUP PERTAINING
TO THE EAST ESSEX ROAD SURFACE TRANSPORTATION PROGRAM
PROJECT

WHEREAS, the City of Glendale has previously entered into an engineering services agreement with Lochmueller Group for work on the East Essex Surface Transportation Project grant via Resolution 23-21; and

WHEREAS, certain costs associated with design engineering for the project are eligible reimbursable expenses under the federal STP grant; and

WHEREAS, throughout the ROW negotiation process, new problems, most pertaining to existing water runoff/collection issues on private property adjacent to the proposed improvements, and new resident demands were introduced to the project; and

WHEREAS, to satisfy resident requests, and for the betterment of the project, both Glendale and Kirkwood requested changes to the Preliminary and Final Designs to incorporate small-scale stormwater improvements and/or include driveway or yard improvements to fulfill ROW negotiations; and

WHEREAS, the cost for the additional design services in the amount of \$6,780.61, of which \$1,669.51 will be paid by Kirkwood and \$5,111.10 direct cost to Glendale.

NOW, THEREFORE, Be It Resolved by the Board of Aldermen of the City of Glendale, Missouri as follows:

SECTION ONE: The Board of Alderman hereby approves the Supplemental Agreement No. 2 to the Engineering Services Contract with Lochmueller Group for the East Essex Surface Transportation Project grant, in substantially the form attached hereto as Exhibit A

SECTION TWO: The Mayor and other appropriate officers, agents and employees of the City are authorized to execute an agreement with Lochmueller Group, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION THREE: This project will be budgeted and charged to line item 90060-44033 of the Capital Improvement Fund.

SECTION FOUR: This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 15th day of July, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk

**SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING SERVICES CONTRACT**

The following supplemental agreement is to append the original contract between the City of Glendale, Missouri (further known as “City”) and Lochmueller Group, Inc. (further known as the “consultant”) for design services of the East Essex Avenue Reconstruction Project STP-9901(653). The purpose of this supplemental agreement is to compensate the consultant for additional engineering design efforts associated with property owner design changes. These items are described in further detail below.

Final Design Changes Resulting from Property Owner Negotiations:

1. Throughout right of way negotiations, the design team coordinated with land acquisition team and the City on several changes to the plans and specifications. Some of these changes were outside of the scope of the original project. The coordination efforts are highlighted below:
 - a. Several property owners requested special connections from their downspout or sump pump discharges to the MSD storm sewer. Lochmueller coordinated with MSD on requirements for the connections and added details to the plans for this work. These parcels included parcel 10, 14, 16, 19, and 23.
 - b. Per the City’s request, Lochmueller performed design of a French drain and downspout collection system along the east edge of parcel 19, including detail sheets and a new special provision.
 - c. Lochmueller revised the plan for the driveways at parcel 29 and 41 based on requests from City.

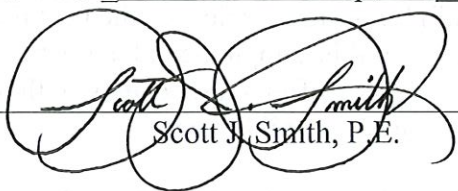
These additional services shall be in an amount not to exceed six thousand seven hundred eighty dollars and sixty-one cents (\$6,780.61). The total design services shall be in an amount not to exceed one hundred fifty-three thousand five hundred thirty-three dollars and forty-seven cents (\$153,533.47). Attachment A outlines the cost breakdown for this supplemental agreement.

Supplement Agreement No. 2 accepted as defined herein:

OWNER: City of Glendale, Missouri

ENGINEER: Lochmueller Group, Inc.

BY: _____
Michael A. Wilcox

BY:  _____
Scott J. Smith, P.E.

TITLE: Mayor

TITLE: Principal

DATE: _____

DATE: June 27, 2024

ATTEST:

BY: _____
Frank Johnson

BY:  _____
Collin J. Wilcox, P.E.

TITLE: City Administrator/City Clerk

TITLE: Project Engineer

DATE: _____

DATE: June 27, 2024

Executed by the City on this _____ day of June, 2024.

**ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 2
(6/27/2024)**

	Project Engineer III	Engineering Intern III	Total Hours
Design Phase			
Task 1 Administration/Management	0.0	0.0	0
Task 2 Data Collection/Utility Coordination	0.0	0.0	0
Task 3 Meetings / Public Engagement	0.0	0.0	0
Task 4 Preliminary Roadway Design	0.0	0.0	0
Task 5 Environmental Clearances	0.0	0.0	0
Task 6 Right of Way Plans	0.0	0.0	0
Task 7 Final Roadway Plans (Glendale Parcels 16, 19, 23, 29, 41)	14.0	4.0	18
Task 7.1 Final Roadway Plans (Kirkwood Parcels 10 and 14)	4.0	2.0	6
Task 8 Final PS&E (Glendale Parcels 16, 19, 23, 29, 41)	12.0	0.0	12
Task 8.1 Final PS&E (Kirkwood Parcels 10 and 14)	4.0	0.0	4
Task 9 Bidding / Award	0.0	0.0	0
Subtotal Manhour by Classification	34	6	40
Unburdened Rate	\$54.42	\$38.79	
Labor	\$1,850.28	\$232.74	
Overhead Rate 186.80%	\$3,456.32	\$434.76	
Total Labor & OH	\$5,306.60	\$667.50	
Fixed Fee = Total Labor & OH Rate x 13.500%	\$716.39	\$90.11	\$806.50
Design Total Including Labor, OH & Fixed Fee	\$6,022.99	\$757.61	\$6,780.61
Direct Cost - Mileage - 0 miles x \$0.50			\$0.00
Supplement #2 Total			\$6,780.61
Previous Contract Total			\$146,752.86
Current Total			\$153,533.47

FIG. VI - 4



Internal Memorandum

TO: Frank Johnson, City Administrator

FROM: Terry Jones, Public Works Superintendent

DATE: July 11, 2024

RE: Intergovernmental Agreement #3 Approval Recommendation
East Essex Avenue Reconstruction Project
Federal Project No. STP-9901 (653) / TIP No. 6949-21

Frank,

As with all federally funded projects, the E. Essex Ave STP project involves multiple steps, requiring Contracts for services along the way. With this project being a joint venture between the cities of Glendale and Kirkwood, Intergovernmental Agreements have been developed and approved by each BOA/Council for the purpose of documenting payment terms regarding each Contract related to the project.

To date, two Intergovernmental Agreements have been developed and then approved by each city:

- The first agreement outlines payment terms related to the authorization of the Engineering Services Contract.
- The second agreement outlines payment terms related to the authorization of the ROW Acquisition Contract.

Because Lochmueller has recently submitted ESC Supplemental Agreement #2 to Glendale requesting payment for incorporation of added design elements requested by both Glendale and Kirkwood and Task Order 18 which details costs associated with the performance of Construction Engineering and Oversight services, a third Intergovernmental Agreement is now needed.

Memos recommending approval of the Supplemental Agreement and Task Order 18 were submitted to you earlier today.

Glendale and Kirkwood developed Intergovernmental Agreement #3 outlining and documenting the payment terms relating to Supplemental Agreement #2 and the CE Services Contract.

There is no cost to either Glendale or Kirkwood for approval of the Intergovernmental Agreement. Both cities have reviewed the Intergovernmental Agreement, ESC Supplemental Agreement #2, and Task Order 18 and have agreed to all terms.

I recommend the Mayor and BOA vote to approve the E. Essex Ave Intergovernmental Agreement #3 which is attached to this memo for review.

Please let me know if you have any questions.

**A RESOLUTION AUTHORIZING INTERGOVERNMENT AGREEMENT #3
PERTAINING TO THE JOINT VENTURE WITH THE CITY OF KIRKWOOD FOR
THE EAST ESSEX AVENUE ROAD SURFACE TRANSPORTATION PROJECT**

WHEREAS, the City of Glendale has previously entered into a joint venture with the City of Kirkwood, Intergovernmental Agreements have been developed and approved by each city for the purpose of documenting payment terms regarding each contract related to the project; and

WHEREAS, two Intergovernmental Agreements have been developed and approved by each city, the first agreement outlines payment terms related to the authorization of the Engineering Services Contract; the second agreement outlines payment terms related to the authorization of the ROW Acquisition Contract; and

WHEREAS, Lochmueller has recently submitted ESC Supplemental Agreement #2 to Glendale requesting payment for incorporation of added design elements requested by both Glendale and Kirkwood and Task Order 18 which details costs associated with the performance of Construction Engineering and Oversight services, a third Intergovernmental Agreement is now needed; and

WHEREAS, there is no cost for the Intergovernmental Agreement #3 pertaining to the East Essex Avenue Road Construction Project.

NOW, THEREFORE, Be It Resolved by the Board of Aldermen of the City of Glendale, Missouri as follows:

SECTION ONE: The Board of Alderman hereby approves the Intergovernmental Agreement #3, in substantially the form attached hereto as Exhibit A

SECTION TWO: The Mayor and other appropriate officers, agents and employees of the City are authorized to execute an agreement with the City of Kirkwood, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

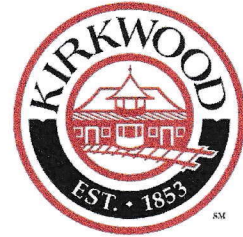
SECTION FOUR: This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 15th day of July, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is hereby made and entered into this _____ day of _____, 2024 by and between the City of Glendale, Missouri ("Glendale") and the City of Kirkwood, Missouri ("Kirkwood"), regarding the Supplemental Agreement #2 to the Engineering Services Contract (ESC), and the Construction Engineering Services Contract (CE) pertaining to the E. Essex Ave Reconstruction Project, Federal Surface Transportation Program (STP) project number 9901 (653).

WHEREAS, Glendale and Kirkwood entered into an Intergovernmental Agreement mutually agreeing to costs and provisions of an ESC with Lochmueller Group,

AND WHEREAS, the ESC contains a Scope of Services and explicitly states that any services performed outside of the Scope of Services is to be billed at a set rate,

AND WHEREAS, both Glendale and Kirkwood requested work by Lochmueller that was over and above the Scope of Services outlined in the ESC,

AND WHEREAS, Lochmueller Group has submitted a Supplemental Agreement to Glendale requesting payment for the additional work totaling \$6,780.61,

AND WHEREAS, at Glendale's request, Lochmueller Group has submitted a CE Services Contract Proposal in the amount of \$145,418.00,

AND WHEREAS, conforming with previous Agreements, Glendale shall be responsible for 69% and Kirkwood shall be responsible for 31% of the cost of the CE Services Contract.

NOW THEREFORE, in consideration of certain mutual benefits insuring to the parties hereto, and to the public, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Glendale will pay Lochmueller the full cost of the Supplemental Agreement.
2. Kirkwood shall pay Glendale \$1,669.51, representing the cost of the extra work requested by Kirkwood and outlined in the Supplemental Agreement.
3. Glendale shall pay Lochmueller the full cost of the CE Services Contract.
4. Kirkwood shall pay Glendale \$45,079.58, representing the CE Services that will be performed within the Kirkwood portion of the project.
5. Glendale and Kirkwood hereby agree to all terms, conditions, articles, and other provisions, chapters, or contents of the Lochmueller CE Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

City of Kirkwood, Missouri

City of Glendale, Missouri

Authorized Officer

Authorized Officer

Title

Mayor

Title



Internal Memorandum

Office of the City Administrator

TO: Honorable Mayor Mike Wilcox
and the Glendale Board of Aldermen

FROM: Frank Johnson, City Administrator

DATE: July 12, 2024

ADMINISTRATION

Waste Services Renewal

- I will be meeting with Republic on Friday, July 12, for further discussions of the renewal proposal with the aim of finalizing the negotiations. I expect to have a final contract for approval at the August 5 BOA meeting.

Tons of Trucks Event

- Alex is working with the Kirkwood Early Childhood Center PTO to plan and organize this event. In addition to the city vehicles, Republic Services will be bringing one of their trucks. We also have Chicken Scratch, Party Animals, Kona Ice committed as vendors.
- While the City's direct costs at this time are low, we are seeking sponsors to potentially help us cover the cost of some free giveaways from the vendors.

Summer Newsletter

- Alex has also created a revived version of the City's printed newsletter, which should be mailed to every home in Glendale next week. This will allow for the newsletter to have broader reach, more content and higher print quality. The total cost for printing, addressing and mailing is \$1,206, plus postage. These increased costs were included in the FY2025 budget.
- The printed newsletter will be mailed quarterly, but we also do not want to entirely lose our presence in the Webster-Kirkwood Times, so we will continue to publish abridged versions in the paper twice a year (spring/fall).

Revised ARB Guidelines

- I am continuing to work on finalizing the edits to the new proposed ARB guidelines and anticipate having a draft for Board discussion at one of the August meetings. The draft will be shared with the Board well in advance of any discussion to provide time for review.

Comprehensive Plan and Zoning Code Update

- More than 30 residents attended our first public workshop for the comprehensive plan, which we have dubbed "Blueprint Glendale," on June 25. The two-hour

meeting provided invaluable feedback and discussion for H3, which they will incorporate into the vision, goals and objectives that will form the basis of the plan.

- H3 will now focus on creating a draft of the full comprehensive plan document. Work will also begin on the zoning code update. This process will take several months, so there may be a bit of a lull in updates while that work is done.
- A video recording of the consultant presentation along with all the materials from the workshop are available on the City website at glendalemo.org/services/community_development/comp_plan.php.

Out of Office Notice

- I will be out of the office on vacation with my family from Friday, July 19, to Monday, July 22, and will return to the office on Tuesday, July 23.

POLICE DEPARTMENT

Appreciation BBQ

- The City is hosting an employee appreciation BBQ in recognition of the police department's accreditation achievement. The lunch is scheduled for noon on Thursday, July 18, at City Hall.

New Officer Training

- Officer James Woodson has completed his field training and is now fully active while Officer Keith George is making good progress through his field training.

Staff Training

- Capt. Bob Catlett will be attending an upcoming conference for the Missouri chapter of the Internal Association of Arson Investigators.

FIRE DEPARTMENT

No items to report.

PUBLIC WORKS DEPARTMENT

Superintendent Terry Jones will be at the meeting Monday night to answer any questions about current or future projects.

Building and Grounds Maintenance

- On June 27 Fielder Electric repaired a dusk-to-dawn light on the roof of City Hall that illuminates the Federal flag to the front of City Hall.
- On June 28 West County Sprinklers repaired the irrigation system within the Kirkham Ave landscaped area.
- On July 3, crews replaced and overhead LED light fixture in the main PW building.
- On July 8-9, crews spent time cleaning and organizing various spaces that the Public Works complex. Crews replaced broken light fixtures and fallen pieces of ceiling insulation in the fleet maintenance building.
- On July 10, Fielder Electric made a temporary repair to the electrical system servicing the salt storage lighting system, calcium pump, and diesel pump. These systems are now working, but a more permanent repair is needed. Fielder will be sending a Proposal to perform the permanent repair.

City Hall Parking Lots

- Between the dates of June 24-July 2, bids were collected for the cracksealing, sealcoating, and re-striping of the north and south parking lots at the City Hall complex. A vote to approve a Contract for this work is scheduled for the July 15 BOA meeting.
- The work is scheduled to take place between the dates of July 22-25. Notifications have been made to residents of Edwin Ave. and the Mt. Vernon condos who utilize the north parking lot for driveway access.

Curbing Project

- During the week of June 24, crews removed approximately 214 feet of deteriorated asphalt curbing along the east and west sides of Venneman Ave between Fuhrmann Terrace and E. Essex Ave. Once removed, crews then prepared the street edge to accept new curbing and then installed 214 feet of new asphalt curbing. From there, crews cut back existing turf grass to allow for proper re-grading of the adjacent yard areas with topsoil, and then installed sod.
- Between the dates of July 1-5, crews removed approximately 426 feet of deteriorated and misaligned curbing along the east and west sides of Venneman Ave between Fuhrmann Terrace and E. Essex Ave. Once removed, crews then milled down and repaired several pavement sections that were badly damaged and prepared the pavement edge to accept new asphalt curbing.
- Remnants of Hurricane Beryl produced frequent, heavy rains during the week of July 8 which had a significant impact on the department's ability to move forward with the project. On July 8 and again on July 10 & 11, crews cleaned away mud and other debris that collected in the work area because of muddy runoff from yards where the curbing was removed the week prior. Also, during that time, crews completed restorations to the street edge to accept new asphalt curbing along the east and west sides of Venneman Ave between Fuhrmann Terrace and E. Essex Ave, totaling approximately 476 feet in length.
- On Friday, July 12, crews installed approximately 476 feet of new curbing asphalt curbing along the east and west sides of Venneman Ave between Fuhrmann Terrace and E. Essex Ave. This work represents the final curbing installation for this project.
- On Monday, July 15, given suitable weather, crews will begin re-grading yards with topsoil in preparation for sod installations. Once completed, the curbing installation/replacement project along Venneman Ave will be complete and the street will be ready for repaving.
- Repaving of Venneman Ave between Brownell Ave and E. Essex Ave is tentatively scheduled for the week of August 5, although it could be rescheduled to the following week.

Dwyer/Hillard Reconstruction Project

- On June 26, city staff held a preconstruction conference with representatives of Spencer Contracting. Items discussed during the meeting included project start date, estimated construction timeline, city policies, construction start and ending points, and the progress of the work.

- On July 2, the city met with Spencer Contracting to walk the length of Dwyer Ave. and Hillard Rd. to further develop work schedules and plans and to identify any areas of concern along the corridor. Following the meeting, letters were mailed to each household of Dwyer Ave. and Hillard Rd. notifying them of the upcoming work which is scheduled to commence on July 22 and continue for approximately 12 weeks.

E. Essex Ave STP Project

- During the week of June 24, Glendale and Kirkwood staff met to review and discuss the Supplemental Agreement and CE Services Contract Proposal submitted by Lochmueller Group relating to the E. Essex Ave. STP project. Glendale and Kirkwood staff are currently developing an Intergovernmental Agreement to outline the costs from both Contracts to be charged to each city. The Intergovernmental Agreement, the Supplemental Agreement, and the CE Services Contract are scheduled to go before the Mayor and Board of Aldermen for a vote to approve at the July 15 BOA meeting.
- In addition to these items, the city received approval from MoDOT to begin advertising for construction bids. On July 2, the city began seeking bids for the construction of the E. Essex Ave. STP project. An advertisement for bid is on the city's website and contains a link to the MoDOT bidding page. The advertisement can be viewed here: https://www.glendalemo.org/bid_detail_T12_R33.php
- A pre-bid meeting hosted by Glendale, Kirkwood, and Lochmueller is scheduled to take place at Glendale City Hall at 10 a.m., Friday, July 12. Sealed bids will be opened and read aloud at a public meeting at Glendale City Hall at 10 a.m., Friday, July 26.
- Lochmueller has submitted a Supplemental Agreement to the Engineering Services Contract for work requested by both Glendale and Kirkwood that was over and above the original scope of work. Following review of the Supplemental Agreement by Glendale and Kirkwood, Lochmueller re-submitted the Agreement reflecting changes and a re-negotiated cost.
- Lochmueller has also submitted a Construction Engineering Services Contract (CE) to Glendale for construction administration oversight services related to the E. Essex Ave. STP project.
- In addition, an Intergovernmental Agreement between Glendale and Kirkwood outlining specific costs to each municipality related to the Supplemental Agreement and CE Services Contract is required.
- The Supplemental Agreement, the CE contract, and the Intergovernmental agreement are all scheduled for a vote to approve at the BOA meeting on July 15.

Forestry

- On July 8, a large portion of a private tree at 1008 Northview Ct. fell into the roadway. The tree extended across the width of Andrew Dr. just south of the intersection with Northview Ct. Crews responded to the scene and cleared away the debris, stacking it into the owner's yard. The owner was notified of his need to have the debris cleared away. Later in the day the City Forester inspected the tree and determined that the remaining portion left standing also needed to be removed. The homeowner has agreed to do so and is currently collecting bids.

- On July 9, a large city tree uprooted along a patch of ROW directly across from 5 Flower Hill Dr. The tree fell across the roadway and onto the driveway of the residence. Luckily, there were no injuries or property damage. There was also no damage to nearby overhead utility lines. Crews responded to the scene and removed the debris from the roadway, stacking it in the front yard of 5 Flower Hill Dr. Early on July 10, crews returned to the scene to haul away the tree debris.
- On July 11, Happy Tree Service removed a city owned Oak tree at 22 Parkland Ave. This work was scheduled and performed in coordination with Ameren as the power lines supplying 22 Parkland Ave. were removed so the tree could be taken down safely. Power was restored to the home later that day.
- Also on July 11, Happy Tree Service removed large limbs from the top of another city owned Oak tree at the northwest corner of Parkland Ave. and Hawbrook Rd. These large limbs had broken earlier in the week because of Hurricane Beryl's heavy winds.

N. Sappington Rd STP Project

- On July 9, following comments made by MoDOT, Lochmueller re-submitted the N. Sappington Rd STP Preliminary Design to MoDOT for review and approval.

Sewer Lateral Repair Program

- During the week of June 24:
 - J.E. Redington Plumbing completed repairs to the sewer lateral line of 809 E. Essex Ave.
 - NuFlow of St. Louis completed repairs to the sewer lateral line of 807 Queen Anne Place.
 - Dan Smith Plumbing completed repairs to the sewer lateral line of 115 Parkland Ave.
- On June 28, the city received an application to the sewer program from the owner of 308 N. Sappington Rd. The city's sewer inspection contractor will be scheduled to investigate the claim.
- On July 10, NuFlow of St. Louis was awarded a contract for the repair of the sewer lateral line at 732 Juanita Ave.
- On July 8, Hoffman Plumbing repaired performed scheduled repairs to the sewer lateral line at 53 Hill Dr.
- On July 10, MSD performed an investigation into the cause of a large sinkhole in the front yard of 930 Joanna Ave. and determined it to have been caused by a defect in the sewer lateral line of the home. A video inspection of the lateral line is scheduled for July 12.

Staffing

- Between the dates of June 26-July 2, staff sought bids from local staffing agencies for temp-for-hire services. An agency has been selected and a contract recommendation has been developed. A vote to approve the contract is scheduled for the July 15 BOA meeting.

Storm Cleanup

- On July 5, PW crews cleared away large limbs that had fallen from a city tree at 157 Cornelia Ave. The limbs fell due to a strong thunderstorm the night prior.

Stormwater Master Plan

- On July 3, at the city's request, Lochmueller submitted a Task Order for the inclusion into the city's Stormwater Master Plan of an identified stormwater improvement project at the intersection of Elmwood Dr. and Clif Side Dr., and for the development and inclusion of a second project at the intersection of Glen Elm Dr. and Glenway Dr. A vote to approve this contract is scheduled for July 15 BOA.

REMINDERS/UPCOMING EVENTS

Board of Aldermen Meeting	Monday, July 15, 7 p.m.
Blueprint Glendale Public Workshop	Tuesday, June 25, 6 p.m.
Board of Aldermen Meeting	Monday, August 5, 7 p.m.
Tons of Trucks	Saturday, August 10, 10 a.m.-1 p.m.
Jazzfest	Friday, September 20