

MONDAY, MARCH 4, 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 Roettger, Alderman Nauman, Alderman Capshaw Cushing, Alderman Lane, Alderman Roberts, Alderman Roper

Absent: None

Also Present: Chief Jeff Beaton, City Attorney Jim Hetlage, City Administrator Frank Johnson, Deputy City Clerk Joanne Carr

APPROVAL OF THE AGENDA

Mayor Wilcox asked if there were any changes to the March 4, 2024 meeting agenda. There were none. Alderman Lane motioned to approve the agenda. Alderman Capshaw Cushing seconded the motion which was unanimously approved.

APPROVAL OF THE MINUTES FROM FEBRUARY 20, 2024 MEETING

Mayor Wilcox asked if there were any changes or corrections to the Board minutes from the meeting. Alderman Lane motioned to approve the minutes from February 20, 2024. Alderman Roper seconded the motion, which was unanimously approved.

CITIZEN COMMENTS

None

PRESENTATION

Tim Breihan, H3 Studio Ind.

Mr. Breihan reported that the City and H3 were back on track for the Comprehensive Plan and Zoning Code Update, adding that upcoming presentation would be the first of a number of updates, starting with a re-introduction. To date, as part of phase 1, H3 worked with the City to

post an online survey on the City's website and convened a business owners focus group last year. H3 has also completed the initial data collection and base mapping, along with a physical and regulatory conditions analysis. Mr. Breihan provided an overview of this work and stated that he worked with Mayor Wilcox and city staff to identify members for a steering committee and that formal invitations will be sent out soon.

Mr. Breihan stated that the objective of the City's contract with H3 is to develop a comprehensive plan for the City and re-write the zoning code, which was written in 1963, updated in 1974 and thereafter. He noted that the City never had a comprehensive plan.

Alderman Roettger asked about the makeup of the steering committee. Mr. Breihan stated that there would be 14 to 16 members made up of the Planning and Zoning Commission, who are also members of the Architectural Review Board, the City Administrator, the Mayor, one Alderman, and six citizens.

Alderman Roettger also asked if the changes would impact the current revised ARB guidelines. Mr. Hetlage stated that there would be some rework but no massive changes of the ARB guidelines, adding that the Plan Commission was charged with looking at zoning, and the ARB on design. Alderman Lane noted that the ARB identified five or six ordinances that needed to be reworked to help them do their job.

Mayor Wilcox thanked Mr. Breihan for his presentation.

ORDINANCE FOR FIRST READING, SECOND READING AND FINAL APPROVAL

B08-24 AN ORDINANCE AMENDING SECTION 350.010 OF THE GLENDALE MUNICIPAL CODE PERTAINING TO STANDING OR PARKING CLOSE TO THE CURB

Alderman Lane moved approval of the first reading of B08-24. Alderman Roettger seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that this parking restriction changed with B07-24 and was referenced in a second section of the parking regulation that was missed with the earlier ordinance.

Mayor Wilcox asked if there were any questions or comments. None were heard.

Mayor Wilcox called for a vote. The first reading was unanimously approved on a voice vote.

Mr. Johnson read the Ordinance by title only.

Alderman Nauman moved approval of the second reading of B08-24. Alderman Roper seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson had nothing additional to report.

Mayor Wilcox asked if there were any questions or comments. None were heard.

Mayor Wilcox called for a vote. The second reading was unanimously approved on a voice vote.

Alderman Nauman moved approval of the final reading of B08-24. Alderman Roettger seconded the motion.

Mayor Wilcox asked for a report.

Mayor Wilcox asked if there were any questions or comments. None were heard.

Mr. Johnson read the Ordinance by title only.

Mayor Wilcox called for a vote.

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

Nays: None

Not Present:

REPORTS

Mr. Johnson

Mr. Johnson reported that there were no submissions received for the month of March, and he added that the ARB Guideline meeting would be rescheduled due to lack of quorum.

Alderman Roettger

None

Alderman Roper

None

Alderman Lane

None

Alderman Capshaw Cushing

None

Alderman Roberts

Alderman Roberts thanked Alderman Capshaw Cushing for attending the Lochmueller meeting adding that he was sorry Mr. Jones could not attend. Alderman Roberts also thanked Chief

Beaton and Mr. Johnson for the quick resolution of the situation at North Glendale Elementary and added that the communication was good.

Alderman Nauman

None

Jim Hetlage

None

Mayor Wilcox

Mayor Wilcox reported that one member recently appointed to the ARB resigned and was appointed to the steering committee for the Comprehensive Plan noted above. He explained that by default, all ARB members are members of the Plan Commission and noted that the new member did not wish to become a member of the Plan Commission. Mayor Wilcox stated that he would likely be recommended a new candidate for appointment at the next Board of Aldermen meeting.

EXECUTIVE SESSION

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

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

Nays: None

Not Present:

ADJOURNMENT

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

These minutes are approved/amended as submitted this 18th day of March 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: March Treasurer's Report

Date: March 12, 2024

Cash and Investment Balances:

The City's cash position remains stable through the end of February with a cash and investment balance as of February 29, 2024, of \$5,741,335. Of this figure, \$4,930,158 is available for operations of the city. A month ago, the figure was \$4,991,799 with a comparable number at February 28, 2023 of \$4,388,640. The ARP funds of \$1,193,285 were received in August of 2021 and 2022 but the funds are restricted. Therefore, the ARP funds are not included in available funds for operations of the City. The other item backed out as restricted is monies from property tax collections to be used for the debt service of the new fire house and remodeling of City Hall. The decrease in funds available for operations during February is expected due to seasonally low collections for trash bills and property tax collections.

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:

During the month of February, the General Fund received \$407,762 in revenues and had \$349,081 in expenditures, resulting in revenues exceeding expenditures by \$58,681. During the same period last year, General Fund revenue was \$370,508 with \$336,934 in expenditures for a surplus of \$33,574. Also, I recently completed my first estimate regarding FY 2024 and the year is expected to conclude with a surplus of over \$655,000. As in previous years, I would recommend transferring most of the surplus to the Capital Fund to pay for future street improvement projects.

Revenue

1. Sales tax receipts for February 2024 were \$84,046 with a year-to-date figure of \$768,020 compared to amounts of \$82,697 and \$794,205 respectively for the prior fiscal year. The

figure for the prior year-to-date includes a one-time error adjustment from earlier in calendar year 2022 of \$52,239. The total amount budgeted for FY 2024 is \$1,080,000.

2. Revenue from gross receipts tax-electricity was \$28,259 for February 2024 with a year-to-date figure of \$314,864 compared to amounts of \$29,174 and \$308,198 for the same period a year ago. The total budgeted revenue figure for FY 2024 is \$420,000.
3. Revenue from gross receipts tax-telephone for February 2024 was \$5,937 with a year-to-date figure of \$65,582 compared to figures of \$3,636 and \$63,804 for the prior fiscal year. The total budgeted figure for FY 2024 is \$95,000.
4. Revenue from gross receipts-gas for February 2024 is \$63,161 and \$183,417 year-to-date compared to \$45,946 and \$168,707 for the prior year figure. The total amount budgeted for FY 2024 is \$285,000.
5. Gross receipts-water receipts for February 2024 are \$13,920 and \$147,966 year-to-date compared to figures of \$8,212 and \$119,466 for the prior year. The total revenue amount budgeted for FY 2024 is 160,000.
6. Court revenue for February 2024 and fiscal year-to-date are \$4,977 and \$38,848 while comparable figures for the prior year were \$6,237 and \$23,307. Total Court revenues budgeted for fiscal year 2024 are \$36,600.

Expenditures

1. Expenditures in the Administration Department for February were \$47,807 with a year-to-date figure of \$414,269 compared to prior year figures of \$32,821 and \$350,440. Most of the increase here is personnel related due to increased salaries and benefits.
2. Court expenditures were \$10,606 for February and \$70,754 year-to-date with a comparable figure of \$7,296 and \$64,121 for the prior year.
3. Police expenditures for February 2024 were \$113,634 and \$1,229,346 year-to-date compared to figures of \$123,730 and \$1,112,046 for the prior year. Similar to Administration, most of the increase in the PD is personnel related with the third payroll in January costing approximately \$50,000. The third payroll will reverse in March.
4. Expenditures in the Fire Department were \$135,777 for February and \$1,215,948 year-to-date compared to figures of \$125,564 and \$1,201,224 for last year. Considering the third payroll in January of approximately \$40,000, there will be savings in the Fire Department for FY 2024. The savings are personnel related due to an employee who was out on sick leave for several months and ran out of PTO and was not paid for the time missed.
5. Public Works expenditures for February 2024 were \$41,257 and \$435,319 year-to-date compared to figures of \$47,524 and \$385,232 for the prior year. Expenditures in PW for FY 2024 will be significantly higher than previous due to hiring of a 5th employee and routine street repairs now expensed in General Fund. Through February 2024 the street repairs are \$25,231.

Sewer Lateral Revenue and Expenditures:

During the month of February, the Sewer Lateral Fund recorded \$9,571 in billable revenues, and expenditures of \$1,475. Year-to-date expenditures for the fund are \$38,930 compared to \$77,193 for the prior year. Actual cash collected during February was \$5,570.

Sanitation Fund Revenues and Expenditures:

During the month of February, the Sanitation Fund recorded \$55,743 in billable revenues. Actual trash receipts collected for the month totaled \$33,578. Actual expenditures for the month continue to remain relatively even at \$55,320.

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. Fiscal year-to-date property tax collections through February are \$506,930. 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 February, the employee withholding was \$6,369 with a City contribution of \$19,364. 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. Also budgeted for FY 2024 is the annual transfer of \$85,000 to the Capital Improvement Fund. For the first eight months of the fiscal year, \$116,143 was collected in sales tax revenue compared to \$127,403 for the prior year.

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 February, fiscal year-to-date sales tax revenue was \$363,330 compared to \$339,372 for the prior year. There were five significant Capital Improvements during February and they are listed below.

- STP grant application for E. Essex phase 2-\$6,990.
- E. Essex engineering fees-\$23,850.
- E. Essex ROW payments to residents-\$114,203.
- ARPA street improvements-\$103,541.
- Stormwater Engineering-\$6,078.

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

There were 6 items that fell into this category during February 2024, and they are listed below.

- Revize LLC-\$3,400 Annual website maintenance.
- Contemporary Productions-\$3,250 Jazzfest Entertainment.
- City of Kirkwood-\$3,305 Repairs/maintenance for fire apparatus.
- Miken Technologies-\$1,648 Laptop for FD.
- ESO Solutions-\$4,300 Reporting software for FD.
- Swinter Group-\$2,416 Calcium chloride for snow/ice events.

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

Request has been successfully updated.

Volunteer Form

Print

Submitted by:

Submitted On: 2024-02-20 08:38:54

Submission IP: (76.235.88.145)
proxy-IP (raw-IP)

Status: Accepted

Priority: Normal

Assigned To: Joanne Carr

Due Date: Open



Volunteer Profile

424 North Sappington Road, Glendale, Missouri 63122

Phone: (314) 909-3020 | Fax: (314) 965-4772 | Website: www.glendalemo.org

YOUR HELP IS NEEDED! Below is a list of Boards and Commissions:

- Architectural Review Board
- Board of Adjustment
- Plan Commission
- Tree Board

*Supplying the following information will assist the Mayor and Board of Alderman in considering your interest in a City Board or Commission. The information provided is considered public information. Submission of a completed form does not guarantee placement on a Board or Commission. You must reside in the City of Glendale to be considered for placement on a Board of Commission.

* First Name	* Last Name	* Date
Laura	Switzer	02/20/2024
		<small>Format: MM/DD/YYYY</small>
* Address		
878 Alexandra Avenue		
* Cell Phone	Home Phone:	* Email
630-930-9000		lauraswitzer5@gmail.com
* Employers Name	* Title	
Hellmuth, Obata + Kassabaum (HOK)	Project Architect, Senior Associate	

*** Address**

10 S. Broadway, St. Louis, MO 63102

*** Boards or Commissions Interest(s)**

In this order of Preference: Architectural Review Board Plan Commission Tree Board Board of Adjustment

Please return this completed form by one of the following options:

Mail:

Joanne Carr
424 N. Sappington Road
Glendale, MO 63122

Email:

jcarr@glendalemo.org

Fax:

(314) 965-4772

For further information please contact City Clerk Joanne Carr at 314-965-3600 or by email at jcarr@glendalemo.org.

A RESOLUTION TERMINATING THE 2023 CONTRACT WITH MCCONNELL AND ASSOCIATES AND AUTHORIZING A NEW CONTRACT WITH MCCONNELL AND ASSOCIATES FOR CRACK SEALING AND SEALCOATING OF NANCY CAROL LANE, JOANNE AVENUE, NANCY JO PLACE, CAROL ANNE PLACE, ANDREW DRIVE, NOLAN DRIVE, NORTHVIEW COURT, LISA KAY DRIVE, ALBERT AVENUE, ALEXANDRA AVENUE, GLENWAY DRIVE, VICTORIA AVENUE, AND WARWICK LANE:

WHEREAS, the City’s adopted Annual Budget for Fiscal Year 2024 provides an appropriation of \$50,000 from the Capital Improvement Fund for the application crack sealing and sealcoating products on streets of Glendale; and

WHEREAS, by Resolution No. R25-23, the City awarded a contract to McConnell and Associates in the amount of \$43,412.00 to perform crack sealing and sealcoating work on Nancy Carol Lane, Joanne Avenue, Nancy Jo Place, Carol Anne Place, Andrew Drive, Nolan Drive and Northview Court, but such work had to be delayed to Spring 2024 due to the timing of the contract award; and

WHEREAS, Lisa Kay Drive, Albert Avenue, Alexandra Avenue, Glenway Drive, Victoria Avenue, and Warwick Lane are proposed by City staff to receive crack sealing and sealcoating work as part of the Fiscal Year 2025 CIP; and

WHEREAS, City staff prepared a scope of work for the application of said crack sealing and sealcoating of the above listed City streets and prepared a request for bids based thereon, which was duly posted and advertised in conformance with Section 130.050 of the City Code; and

WHEREAS, sealed bids were received until 11:00 a.m. on February 29, 2024, and were publicly opened and read aloud as follows:

<u>Contractor</u>	<u>Project Cost</u>
McConnell and Associates	\$28,214.00
E. Meier Contracting, Inc	\$45,704.20

WHEREAS, McConnell and Associates is the lowest bid, and has performed satisfactory work on similar crack seal and sealcoat projects in the City of Glendale; and

WHEREAS, to avoid additional mobilization and related costs, McConnell and Associates proposes to perform the crack sealing and sealcoating of Nancy Carol Lane, Joanne Avenue, Nancy Jo Place, Carol Anne Place, Andrew Drive, Nolan Drive, Northview Court, Lisa Kay Drive, Albert Avenue, Alexandra Avenue, Glenway Drive, Victoria Avenue, and Warwick Lane all at the same time; and

WHEREAS, following review by City staff, the Board of Aldermen has determined McConnell and Associates is deemed a responsible bidder and has submitted the lowest responsive bid.

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, agrees to the mutual termination of the contract between the City and McConnell and Associates dated July 17, 2023, which was approved pursuant to Resolution No. R25-23, and approves a revised contract with McConnell and Associates for the application of crack sealing and sealcoating products on those City streets that were originally proposed to be performed in 2023 and 2024 for the total project price of \$71,626.00 (the "Agreement"), 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 the Agreement with McConnell and Associates, 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 the work to be completed under the Agreement shall be charged against the City's Capital Improvement Fund, budget account 900600-44051, in the amount of \$71,626.00.

SECTION FOUR:

This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 18th day of March, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



Internal Memorandum

TO: Frank Johnson, City Administrator
FROM: Terry Jones, Public Works Superintendent *TJ*
DATE: March 4, 2024
RE: Contract Approval Recommendation – 2024 Crackseal & Sealcoat

Frank,

Following a bid solicitation process in accordance with city Code, sealed bids for the application of cracksealing and sealcoating materials to select city streets were opened and read aloud at a public meeting held at Glendale City Hall at 11am, Thursday, February 29, 2024.

The application of cracksealing and sealcoating materials is a maintenance activity intended to prevent premature deterioration and a cost saving tactic by extending the life of the asphalt streets. Applications are made at the midway point of the life expectancy of an asphalt overlay.

Two bids were received:

McConnell and Associates: \$28,214.00
E. Meier Contracting, Inc: \$45,704.20

Typically, the bid amounts would be inserted into the 5-year CIP with the intention of approving a Contract and executing the work within the following fiscal year. However, this can often lead to work waiting to the next calendar year due to contractor's limited availability after the beginning of the city's fiscal year. By July 1, most contractors have already filled their schedules for the season, forcing work to be carried over the next calendar year and performed when weather allows.

Cracksealing and sealcoating work requires suitable weather conditions that typically exist between the months of May and September. This work cannot be performed outside that window of time. In July 2023 the city issued a Contract to McConnell and Associates for this work along a group of city streets, but by the time the Contract was issued, McConnell could not fit it into the schedule. Therefore, at this time the work is unfinished, and the Contract is still active. McConnell is planning to perform this work sometime between mid-May to mid-June.

To avoid repeating this issue, and to ensure the sealcoating work is most effective, I'm proposing the city issue a second Contract to McConnell and Associates prior to the beginning of the 2024-

25 fiscal year for the work outlined in the 2024 Crackseal and Sealcoating RFP and perform this work at the same time as the 2023 Contract. Since the bid opening last week, I've spoken to McConnell and Associates who tell me they could perform the work outlined in both the 2023 and 2024 RFP's as one larger project.

Doubling up the 2 Contracts will allow for cracksealing and sealcoating work to take place along:

- Nancy Carol Lane
- Joanna Ave
- Nancy Jo Place
- Carol Anne Place
- Andrew Dr
- Nolan Dr
- Northview Ct
- Lisa Kay Dr
- Albert Ave
- Alexandra Ave
- Warwick Lane
- 900 block of Victoria Ave
- 800-1100 blocks of Glenway Dr

The 2023-24 CIP includes \$50,000 in line item 90-060-44051, "Streets- Crackseal and Sealcoat". These funds are intended to pay for unfinished work outlined in the 2023 RFP at an estimated cost of \$43,412.00.

Doubling-up the 2023 and 2024 work would cause expenditures in this line item to rise to an estimated cost of \$71,626.00. The city's Finance Officer is aware of this.

In conclusion, I'm recommending the city enter into a Contract with McConnell and Associates for the application of cracksealing and sealcoating materials to be applied to streets outlined in the 2024 Crackseal and Sealcoat RFP at an estimated cost of \$28,214.00 and charged against CIP account 90-060-44051, "Streets- Crackseal and Sealcoat".

Please let me know if you have any questions or require additional information.

CONTRACT

FOR: CRACK SEALING/SEALCOATING - 2024

This Contract dated this _____ day of _____, 2024, by and between the City of Glendale, hereinafter called Owner, and _____, (a corporation organized and existing under the laws of the State of Missouri), (a partnership consisting of _____), (or an individual trading under the above name), hereinafter called Contractor.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment, and utility and transportation services to perform the necessary applications of cracksealing and sealcoating materials in strict compliance with the Contract Documents hereinafter enumerated. It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished; and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representative.

The Contractor further agrees that he or she is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract; and that his or her information was secured by personal investigation and research and not from any estimates of the Owner; and that he or she will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The Contractor expressly warrants that he or she has employed no third person to solicit or obtain this Contract in his or her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he or she has not paid, or promised, or agreed to pay any third person in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him or her hereunder; and that he has not, in estimating of the Contract Price demanded by him or her, included any sum by reason of an such brokerage, commission, or percentage; and that all moneys payable to him here under are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due or to become due here under an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The undersigned Contractor agrees that he or she will complete the said work by August 30, 2024, and that should he fail to complete the work in that time specified or such additional time as may be allowed by the City of Glendale under the Contract, the amount of liquidated damages to be recovered shall be Five-Hundred (\$500.00) per calendar day.

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the following unit prices:

STREETNAME	LF	CRACKSEALCOST	SY	SEALCOATCOST
Lisa Kay Dr	515	\$412.00	1,654	\$2,365.00
Albert Ave	672	\$538.00	1,792	\$2,563.00
Alexandra Ave	1323	\$1,058.00	3,528	\$5,045.00
Glenway Dr 800-1100 blocks	1600	\$1,280.00	4,547	\$6,502.00
Victoria Ave 900 block	780	\$624.00	1,863	\$2,664.00
Warwick Lane	1159	\$927.00	2,962	\$4,326.00
Nancy Carol Lane	1126	\$3,859.00	3003	4,174.00
Carol Anne Place	584	\$712.00	1557	\$2,164.00
Nancy Jo Place	1008	\$674.00	2688	\$3,736.00
Joanna Ave	192	\$976.00	576	\$800.00
Andrew Dr	995	\$480.00	2761	\$3,838.00
Northview Ct	256	\$432.00	683	\$949.00
Nolan Dr	1645	\$3,706.00	4387	\$6,098.00
Bismark Ave	1292	\$3,120.00	3445	\$4,788.00
Belvedere Lane	643	\$160.00	1500	\$2,085.00
Intersections		\$104.00	401	\$557.00
	TOTAL	\$19,062.00	TOTAL	\$52,654.00

TOTALPROJECTCOSTS\$	\$71,626.00
----------------------------	--------------------

This Contract consists of the following component parts, all of which are part and parcel of this Contract and are incorporated in this Contract as full and effectively as if set forth in detail herein:

1. Advertisement for Bids
2. Information for Bidders
6. Special Provisions
7. Detailed Specifications

- 3. Accepted Bid Proposal
- 4. Performance Bond
- 5. General Conditions

- 8. Detailed Drawings
- 9. This Contract

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written in three (3)* counterparts, each of which shall, for all purposes, be deemed an original.

City of Glendale, Missouri
Owner

By _____
(Mayor)

ATTEST:

(City Clerk)

(Contractor)

By _____

ATTEST:

(Title)

The Foregoing Contract is Hereby Approved: _____
(City Administrator)

- *1. City Engineer (or his or her designee)
- 2. City Administrator
- 3. Contractor

With the signing of this document, the contractor certifies that the performance bond and payment bond are issued from a surety that is authorized to do business in the State of Missouri and is authorized to issue bonds in the State of Missouri.

A RESOLUTION AUTHORIZING A CONTRACT WITH N.B. WEST
CONTRACTING FOR THE APPLICATION OF ASPHALT LEVELING COURSES
AND ULTRATHIN BONDED WEARING SURFACE ON VENNEMAN AVENUE
FROM THE BROWNELL AVENUE TO EAST ESSEX AVENUE:

WHEREAS, the City anticipates proposing in its Annual Budget for Fiscal Year 2025 an appropriation of \$87,000 from the Capital Improvement Fund for the application of ultrathin bonded wearing surface on Venneman Avenue from Brownell Avenue to East Essex Avenue; and

WHEREAS, City staff prepared a scope of work for the application of an ultrathin bonded wearing surface on City streets and prepared a request for bids based thereon, which was duly posted and advertised in conformance with Section 130.050 of the City Code; and

WHEREAS, sealed bids were received until 11:00 a.m. on February 27, 2024, and were publicly opened and read aloud as follows:

<u>Contractor</u>	<u>Project Cost</u>
N.B. West Contracting	\$78,545.00
Pace Construction	\$80,285.20

WHEREAS, following review by City staff, the Board of Aldermen has determined NB West Contracting Company is deemed a responsible bidder and has submitted the lowest responsive bid.

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 a contract with NB West Contracting for the application of ultrathin bonded wearing surface on Venneman from Brownell Avenue to East Essex Avenue for the project price of \$78,585.00 (the "Agreement"), 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 the Agreement with N.B. West Contracting, 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 the work to be completed under the Agreement plus a 10% contingency shall be charged against the City's Capital Improvement Fund in the amount of \$87,000 and will be included in the 2024-25 CIP budget account 90060-44050.

SECTION FOUR:

This resolution shall become effective upon its passage subject to adoption by the Board of Aldermen of the 2024-2025 Fiscal Year CIP and Budget including sufficient funds in account 90060-44050 to pay for such work.

This Resolution Passed and Approved this 18th day of March, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



Internal Memorandum

TO: Frank Johnson, City Administrator
FROM: Terry Jones, Public Works Superintendent
DATE: March 6, 2024
RE: Contract Approval Recommendation – 2024 Novachip

Frank,

Following a bid solicitation process in accordance with city Code, sealed bids for the application of an Ultrathin Bonded Wearing Surface (Novachip) to Venneman Ave between Brownell Ave and E. Essex Ave were opened and read aloud at a public meeting held at Glendale City Hall at 11am, Tuesday, February 27, 2024.

As expected, two bids were received:

N.B. West Contracting: \$78,545.00
Pace Construction Company: \$80,285.20

N.B. West and Pace Construction are the only 2 vendors in the St. Louis area equipped to apply Novachip materials. Glendale has used both vendors in the past for this type of work with positive results each time.

Using the low bid amount, \$87,000 will be included in the 2024-25 CIP budget, line item 90-060-44050, "Public Works Chipseal" to pay the cost of the work outlined in the 2024 Novachip RFP. This figure allows for a 10% project contingency.

Contingent on the adoption of the 2024-25 CIP by the Mayor and Board of Aldermen, I recommend the city enter a Contract with N.B. West Contracting for the application of a Novachip asphalt overlay along Venneman Ave between Brownell Ave and E. Essex Ave. This Contract specifically states that no work shall commence prior to July 1, 2024, and shall be completed by October 25, 2024. (within the 2024-25 CIP year)

The Contract is attached to this memo. Please let me know if you have any questions.

Exhibit A

CONTRACT

FOR: ULTRA THIN BONDED WEARING SURFACE - 2024

This Contract dated this _____ day of March, 2024, by and between the City of Glendale, hereinafter called Owner, and N. B. West Contracting, (a corporation organized and existing under the laws of the State of Missouri), (a partnership consisting of _____), (or an individual trading under the above name), hereinafter called Contractor.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment, and utility and transportation services to perform the necessary profile milling and/or application of BP-1 asphaltic leveling courses, and installation of ultrathin bonded wearing surfaces in strict compliance with the Contract Documents hereinafter enumerated. It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished; and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representative.

The Contractor further agrees that he or she is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract; and that his or her information was secured by personal investigation and research and not from any estimates of the Owner; and that he or she will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The Contractor expressly warrants that he or she has employed no third person to solicit or obtain this Contract in his or her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he or she has not paid, or promised, or agreed to pay any third person in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him or her hereunder; and that he has not, in estimating of the Contract Price demanded by him or her, included any sum by reason of an such brokerage, commission, or percentage; and that all moneys payable to him here under are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due or to become due here under an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The undersigned Contractor agrees that he or she will commence work until on or after July 1, 202 and complete the said work by October 25, 2024, and that should he fail to complete the work in that time specified or such additional time as may be allowed by the City of Glendale under the Contract, the amount of liquidated damages to be recovered shall be Five-Hundred (\$500.00) per calendar day.

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the following unit prices:

<u>DESCRIPTION OF PAY ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Veneman Ave				
UBAWS Type A	4,574	SY	\$ 8.00	\$ 36,592.00
CPEM	900	GAL	\$ 4.00	\$ 3,600.00
Edgeline Milling (0.75"-0")	2,287	SY	\$ 4.00	\$ 9,148.00
Depth Transitions	20	SY	\$ 4.00	\$ 80.00
Asphalt Wedge (BP-1)	35	TONS	\$ 275.00	\$ 9,625.00
Mobilization	1	LS	\$ 19,500.00	\$ 19,500.00
Cul-de-sac Milling (2")	0	SY	\$ 0	\$ 0
Cul-de-sac Fill (BP-1)	0	TONS	\$ 0	\$ 0
Profile Milling	0	SY	\$ 0	\$ 0
TOTAL BASE BID			\$	

This Contract consists of the following component parts, all of which are part and parcel of this Contract and are incorporated in this Contract as full and effectively as if set forth in detail herein:

- | | |
|----------------------------|----------------------------|
| 1. Advertisement for Bids | 6. Special Provisions |
| 2. Information for Bidders | 7. Detailed Specifications |
| 3. Accepted Bid Proposal | 8. Detailed Drawings |
| 4. Performance Bond | 9. This Contract |
| 5. General Conditions | |

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written in three (3)* counterparts, each of which shall, for all purposes, be deemed an original.

City of Glendale, Missouri
Owner

By _____
(Mayor)

ATTEST:

(City Clerk)

(Contractor)

By _____

ATTEST:

(Title)

The Foregoing Contract is Hereby Approved: _____
(City Administrator)

- *1. City Engineer (or his or her designee)
- 2. City Administrator
- 3. Contractor

With the signing of this document, the contractor certifies that the performance bond and payment bond are issued from a surety that is authorized to do business in the State of Missouri and is authorized to issue bonds in the State of Missouri.

A RESOLUTION AUTHORIZING A CONTRACT WITH SPENCER CONTRACTING COMPANY FOR A REHABILITATION PROJECT ON DWYER AVENUE AND HILLARD ROAD

WHEREAS, the City anticipates proposing in its Annual Budget for Fiscal Year 2025 an appropriation of \$400,000 from the Capital Improvement Fund for the rehabilitation of Dwyer Avenue and Hillard Road; and

WHEREAS, City staff prepared a scope of work for the rehabilitation of worksurface on City streets following inspection and determination that the condition of each street would not be adequately addressed using common repair methods such as the installation of a Nova Chip wearing course; and,

WHEREAS, City staff prepared a request for bids based thereon, which was duly posted and advertised in conformance with Section 130.050 of the City Code; and

WHEREAS, sealed bids were received until 11:00 a.m. on February 20, 2024, and were publicly opened and read aloud as follows:

<u>Contractor</u>	<u>Project Cost</u>
Spencer Contracting Company	\$356,000.00
E. Meier Contracting, Inc	\$387,201.00
Jokerst Paving & Contracting, Inc	\$395,242.70
Gershenson Construction Co, Inc	\$454,944.00
Pavement Solutions, LLC	\$492,123.28

WHEREAS, following review by City staff, the Board of Aldermen has determined Spencer Contracting Company is deemed a responsible bidder and has submitted the lowest responsive bid.

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 a contract with Spencer Contracting Company for the rehabilitation project on Dwyer Avenue and Hillard Road for the project price of \$356,000.00 (the “Agreement”), 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 the Agreement with Spencer Contracting Company, 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 the work to be completed under the Agreement plus a 12% contingency shall be charged against the City’s Capital Improvement Fund in the amount of \$400,000 and will be included in the 2024-25 CIP budget account 90060-44050.

SECTION FOUR:

This resolution shall become effective upon its passage subject to adoption by the Board of Aldermen of the 2024-2025 Fiscal Year CIP and Budget including sufficient funds in account 90060-44050 to pay for such work by the Board of Aldermen.

This Resolution Passed and Approved this 18th day of March, 2024.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



Internal Memorandum

TO: Frank Johnson, City Administrator
FROM: Terry Jones, Public Works Superintendent *TJ*
DATE: March 12, 2024
RE: Contract Approval Recommendation – Dwyer and Hillard Rehabilitation Project

Frank,

Following a bid solicitation process in accordance with City Code, sealed bids for the rehabilitation of Dwyer Ave and Hillard Rd were opened and read aloud at a public meeting held at 11am, Tuesday, February 20, 2024.

Five bids were received:

Spencer Contracting Company: \$356,000.00
E. Meier Contracting, Inc: \$387,201.00
Jokerst Paving & Contracting, Inc: \$395,242.70
Gershenson Construction Co, Inc: \$454,944.00
Pavement Solutions, LLC: \$492,123.28

Spencer Contracting provided the lowest and best bid. The city has contracted with Spencer in the past with positive results in terms of budget, timeframe, and project quality.

The current 2023-28 CIP includes \$150,000 in FY 2025 for the application of Novachip street resurfacings. The scope of work for FY 2025 included Novachip installations along Venneman Ave between Brownell Ave and E. Essex Ave, and Novachip installations along both Dwyer Ave and Hillard Rd between N. Sappington Rd and N. Berry Rd.

However, upon inspection of Dwyer and Hillard, it was determined the condition of each street would not be adequately addressed using common repair tactics such as spot repairs of the existing curbing and installation of a Novachip wearing course, and a full-scale rehabilitation project is in order. The scope of work for the project now includes replacement of all concrete curb and guttering along Dwyer Ave between N. Sappington Rd and Idlewild Place, installation of new concrete curb and guttering along Hillard Rd between Idlewild Place and N. Berry Rd, and an asphalt overlay along both Dwyer Ave and Hillard Rd between N. Sappington Rd and N. Berry Rd. To save cost, city crews will re-grade yards adjacent to the new curbing and install sod.

Using the low bid amount, city staff will include \$400,000 in the 2024-25 CIP. This amount represents the estimated cost to construct the improvements along with a 12.5% contingency. The contingency is slightly higher than normal but considers a possible increase to the asphalt index.

Inclusion of this project in the 2024-25 CIP could cause an increase of \$250,000 to the CIP, however, Dwyer Ave and Hillard Rd were removed from the Novachip schedule causing a reduction in that line item from \$150,000 to \$87,000, thus bringing down the overages from \$250,000 to \$187,000. In addition, the 5-year CIP includes \$162,000 over FY 2024 and 2025 for concrete curb and gutter replacements that can be charged against this project, further reducing the overage to \$25,000. Furthermore, the ROW Acquisitions for the E. Essex Ave STP project recently concluded \$131,717 underbudget, resulting in a net gain to the CIP of \$106,717 over a 2-cycle period.

The Contract specifically states the Contractor is prohibited from commencing the work until on or after July 1, 2024, which allows for all work to take place within the fiscal year it is budgeted for. Spencer Contracting has agreed to this and is actively taking steps to begin the project shortly following the July 1 date.

Asphalt pricing is dependent on real-time crude oil pricing, which can vary from month to month. To account for a possible difference between the asphalt cost estimates between February and September (which is the estimated construction timeframe), the city and Spencer Contracting have come to an Agreement that asphalt costs would be billed according to the real-time costs outlined in the Missouri Department of Transportation's Asphalt Index at the time the asphalt is installed. To solidify the Agreement, an Addendum will accompany the Contract outlining these terms and to be signed by the city and Contractor. Both the Contract and the Addendum are attached to this memo.

For the reasons outlined above, and contingent on approval of the 2024-25 CIP budget by the Mayor and Board of Aldermen, I recommend the city enter a Contract with Spencer Contracting Company for the rehabilitation of Dwyer Ave and Hillard Rd between N. Sappington Rd and N. Berry Rd at an estimated construction cost of \$356,000. City staff will include \$400,000 in the FY 2025 CIP to pay for the cost of construction and allow for contingencies.

Please let me know if you have any questions.

CONTRACT

FOR: DWYER AVE AND HILLARD RD REHABILITATION PROJECT

This Contract dated this _____ day of _____, 2024, by and between the City of Glendale, hereinafter called Owner, and Spencer Contracting Company, (a corporation organized and existing under the laws of the State of Missouri), (a partnership consisting of _____), (or an individual trading under the above name), hereinafter called Contractor.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment, and utility and transportation services to replace concrete curb and gutter sections in strict compliance with the Contract Documents hereinafter enumerated. It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished; and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representative.

The Contractor further agrees that he or she is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract; and that his or her information was secured by personal investigation and research and not from any estimates of the Owner; and that he or she will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The Contractor expressly warrants that he or she has employed no third person to solicit or obtain this Contract in his or her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he or she has not paid, or promised, or agreed to pay any third person in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him or her hereunder; and that he has not, in estimating of the Contract Price demanded by him or her, included any sum by reason of an such brokerage, commission, or percentage; and that all moneys payable to him here under are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due or to become due here under an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The undersigned Contractor agrees that he or she will complete the said work by September 27, 2024, and that should he fail to complete the work in that time specified or such additional time as may be allowed by the City of Glendale under the Contract, the amount of liquidated damages to be recovered shall be Five-Hundred (\$500.00) per calendar day.

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the following unit prices:

<u>DESCRIPTION OF PAY ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Dwyer Ave and Hillard Rd: From N. Sappington Rd To N. Berry Rd				
Removal, Hauling, and Disposal of Existing Gutter and Subgrade	5,053	LF	\$ 9.75	\$ 49,266.75
Proposed Rolled Curb and Gutter with Subgrade	2,511	LF	\$ 31.87	\$ 80,025.57
Proposed Barrier Curb and Gutter with Subgrade	2,542	LF	\$ 34.29	\$ 87,165.18
Type C Bituminous Concrete Approach (4")	90	SY	\$ 98.18	\$ 8,836.20
Concrete Paved Approach (6")	80	SY	\$ 125.85	\$ 10,068.00
Type C Bituminous Concrete Wedge Course	75	TON	\$ 104.00	\$ 7,800.00
Type C Bituminous Concrete Overlay	750	TON	\$ 92.32	\$ 69,240.00
Pavement Milling (2" Depth)	6,700	SY	\$ 2.50	\$ 16,750.00
Mobilization	1	LS	\$ 26,848.30	\$ 26,848.30
TOTAL BASE BID				\$ 356,000.00

This Contract consists of the following component parts, all of which are part and parcel of this Contract and are incorporated in this Contract as full and effectively as if set forth in detail herein:

1. Advertisement for Bids
2. Information for Bidders
3. Accepted Bid Proposal
4. Performance Bond
5. General Conditions

6. Special Provisions
7. Detailed Specifications
8. Detailed Drawings
9. This Contract

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written in three (3)* counterparts, each of which shall, for all purposes, be deemed an original.

City of Glendale, Missouri
Owner

By _____
(Mayor)

ATTEST:

(City Clerk)

(Contractor)

By _____

ATTEST:

(Title)

The Foregoing Contract is Hereby Approved: _____

(City Administrator)

- *1. City Engineer (or his or her designee)
2. City Administrator
3. Contractor

With the signing of this document, the contractor certifies that the performance bond and payment bond are issued from a surety that is authorized to do business in the State of Missouri and is authorized to issue bonds in the State of Missouri.

CONTRACT ADDENDUM

Dwyer Ave and Hillard Rd Rehabilitation Project

This Contract Addendum (hereinafter referred to as “**Addendum**”) is entered into on _____ (the “**Effective Date**”), by and between the City of Glendale (“**City**”) and Spencer Contracting Company (“**Contractor**”).

Whereas the parties declare that this is the first amendment to the Contract.

Background

The parties entered into an Agreement dated _____ (hereinafter referred to as the “**Contract**”) for the reconstruction of Hillard Rd and Dwyer Ave in Glendale, Missouri.

Whereas the Contractor provided the City an itemized Bid Proposal outlining the material quantities and unit pricing.

Whereas the Bid Proposal contains unit pricing for the application of Type C Bituminous Concrete (hereinafter referred to as “**Asphalt**”).

Whereas the Contract requires the Contractor to postpone initiation of the project until on or after July 1, 2024.

Whereas the unit costs provided in the Bid Proposal were based on the Missouri Department of Transportation’s Asphalt Price Index (herein referred to as “**Index**”) for the month of February 2024.

Whereas the City and Contractor agree the Index can increase or decrease the cost of Asphalt throughout the year based on fluctuations in crude oil pricing.

Amendments

The City and Contractor agree to amend the Contract as follows:

The Contractor shall perform the work outlined in the Contract and bill the City for Asphalt based on the Index at the time the Asphalt was applied.

Other Changes

The Parties agree that other than the aforementioned changes present under “**Amendments**” in this Addendum, all of the clauses and/or articles of the Contract will remain unchanged and fully binding.

Signatures

Signature, City

Date

Printed Name, City

Signature, Contractor

Date

Printed Name, Contractor



Internal Memorandum

TO: Frank Johnson, City Administrator
FROM: Terry Jones, Public Works Superintendent
DATE: March 11, 2024
RE: N. Sappington Rd STP – Pedestrian Activated Crosswalk Systems

Frank,

Lochmueller has provided the city with the Preliminary Design for the N. Sappington Rd STP Project.

Because this is a preservation project and not a reconstruction, little change is expected to the overall appearance and/or function of the street with most of the work focusing on replacement of broken concrete curbing and sidewalk sections, improvements to the ADA facilities, milling and repaving of the roadway, and replacement of the decorative stamped concrete crosswalks.

The scope of the project also includes the installation of new pedestrian activated crosswalk systems at the mid-block crossings directly to the front of both the City Hall complex and N. Glendale Elementary School. (as of note, all other decorative crosswalks are located at controlled intersections and do not require pedestrian activated facilities)

Specifications for the pedestrian system located at N. Glendale Elementary School requires that it be programmable so that city staff can input the school calendar each year and provide a flashing red signal that forces vehicular traffic to come to a complete stop twice a day: once in the morning while students arrive for the school day, and again at the end of the school day as students leave the school grounds. Outside of the programmed schedule, a pedestrian activated pushbutton device would provide either flashing warning lights similar to those along Kirkham Ave, or a red stop. Lochmueller traffic engineers are currently studying the location to determine which is necessary at this location.

At the city's request, Lochmueller has provided 2 configuration options for the pedestrian system at the City Hall location.

Option 1 (preferred):

The flashing stop signs currently located at the mid-block crossing along N. Sappington Rd directly to the front of the City Hall complex would be replaced with a signal mast and mast arm

extending the width of the roadway that facilitates a red stop signal to vehicular traffic forcing traffic to come to a complete stop when activated by a pedestrian. When not activated, traffic is allowed to flow through the crosswalk uninterrupted.

This recommendation was made by city staff because over a distance of 386 feet, vehicular traffic in both the north and south lanes can be forced to come to 3 complete stops along N. Sappington Rd: E. Essex Ave, the Glendale Fire Station (when activated), and the City Hall complex. This frequent stopping often results in frustrated or impatient motorists running the stop sign at the crosswalk.

Option 2:

Police cruisers can sometimes have difficulties existing the north parking lot of the City Hall complex because the location of the existing stop signs causes traffic to slow in front of the lot exit.

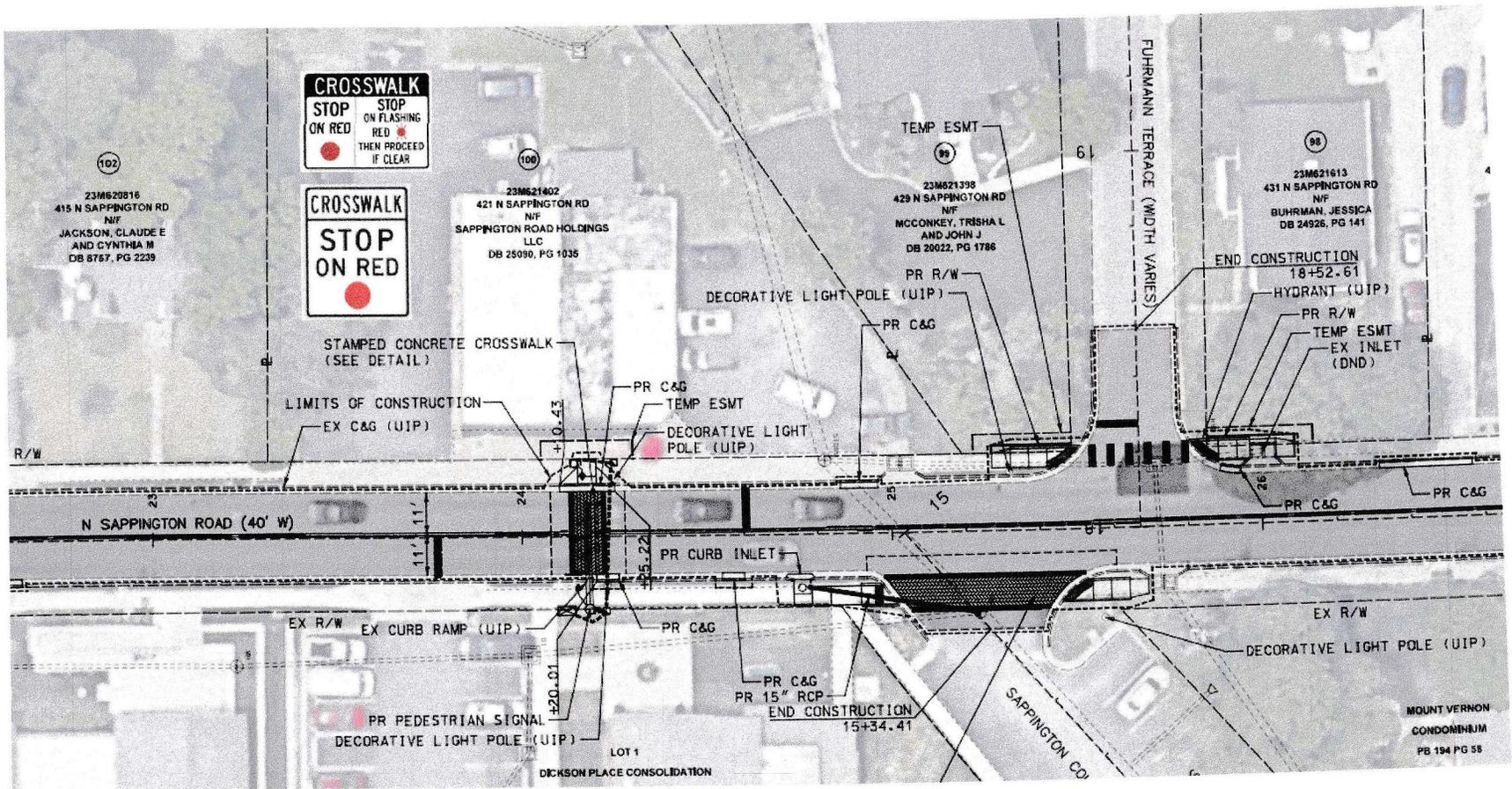
If the Mayor and BOA feel that a full-time stop should be maintained in front of City Hall, then the staff recommendation would be to relocate the crosswalk and stop signals to an area just south of the north parking lot. This would enhance the Police Department's ability to exit the parking lot in either the north or south direction along N. Sappington Rd.

These systems would also contain pedestrian activated signals to stop traffic for a longer period when activated.

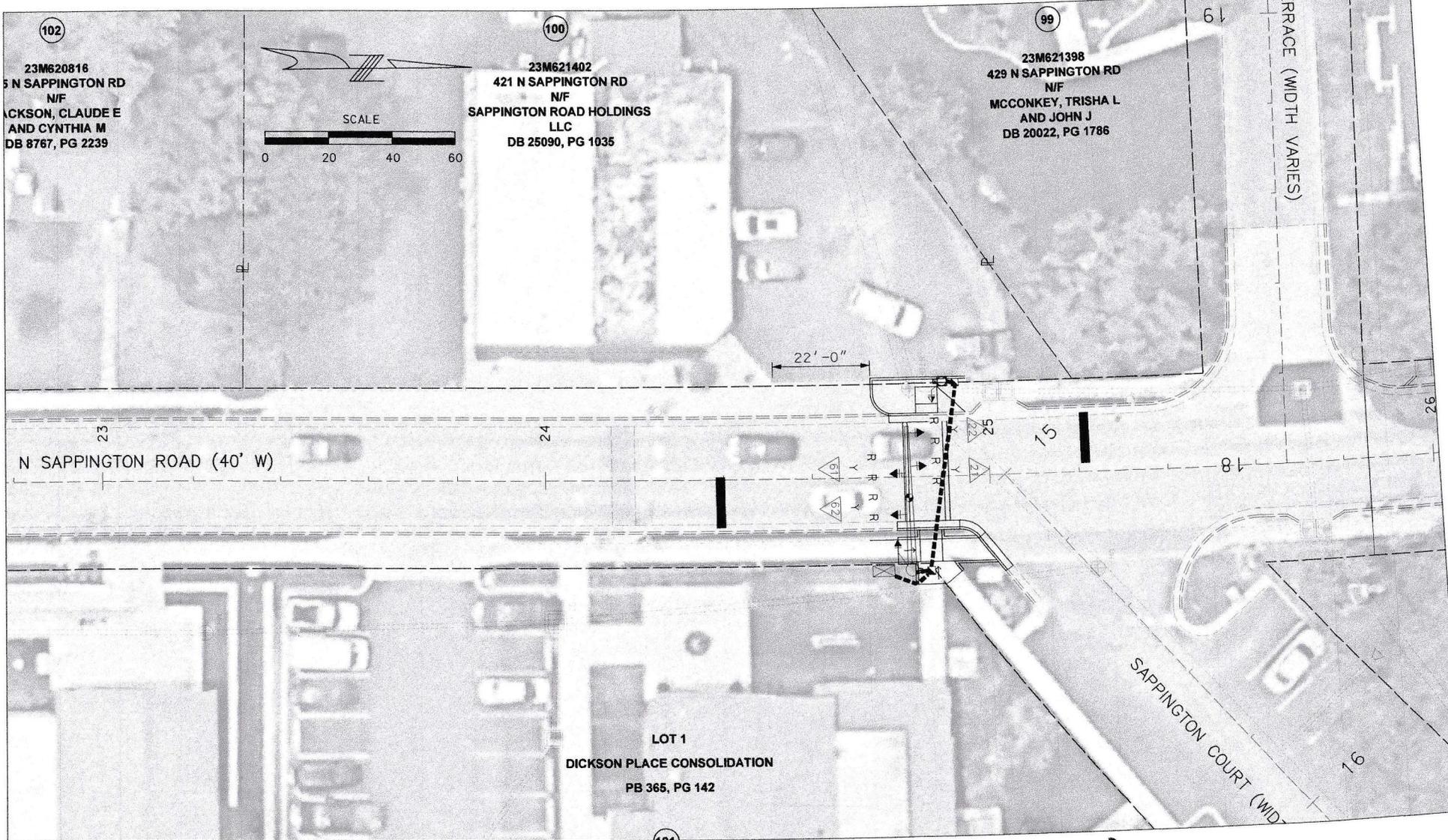
Details of each of these configurations is attached to this memo.

City staff is requesting this issue be included in an upcoming BOA meeting Agenda as a discussion item so the Mayor and Board of Aldermen could provide direction to city staff.

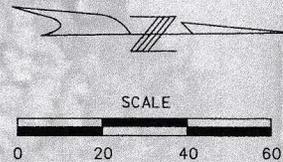
Please let me know if you have any questions.



Option 1



102
 23M620816
 5 N SAPPINGTON RD
 N/F
 JACKSON, CLAUDE E
 AND CYNTHIA M
 DB 8767, PG 2239



100
 23M621402
 421 N SAPPINGTON RD
 N/F
 SAPPINGTON ROAD HOLDINGS
 LLC
 DB 25090, PG 1035

99
 23M621398
 429 N SAPPINGTON RD
 N/F
 MCCONKEY, TRISHA L
 AND JOHN J
 DB 20022, PG 1786

N SAPPINGTON ROAD (40' W)

LOT 1
 DICKSON PLACE CONSOLIDATION
 PB 365, PG 142

SAPPINGTON COURT (WID)

**N SAPPINGTON
 ALTERNATE PED SIGNAL LOCATION
 CITY HALL**

Option 2



Internal Memorandum

TO: Mayor and Board of Aldermen
FROM: Frank Johnson, City Administrator
DATE: March 15, 2024
RE: Special Use Permits

Following a request from Alderman Aaron Neumann, staff has put together information regarding all existing Special Use Permits (SUPs) within the City of Glendale so that the Board can discuss the process and procedures for the enforcement of these permits.

ACTIVE SPECIAL USE PERMITS

There are 11 active Special Use Permits in the City. The oldest is for a series of improvements to the Algonquin Golf Course clubhouse that was approved in 1997. The most recent is the amendment to the Glendale Chrysler SUP in 2023. The table below lists the SUPs. Note that the Board has in some instances approved the permits as Resolutions and in other instances as Ordinances.

Permit Holder	Address	Authorizing Legislation
Algonquin Golf Club	340 N. Berry Rd.	B10-97
American Cleaners	10000 Manchester Rd.	B12-99
Jiffy Lube	9998 Manchester Rd.	B06-02
Royal Banks	9990 Manchester Rd.	B19-07
Glendale Chrysler	10070 Manchester Rd.	B02-11, B07-14, B16-23
Vitale’s Deli	425 N. Sappington Rd.	R16-16
European Automative Specialists	9910 Manchester Rd.	R16-19
Extenet Systems (Cell Tower)	780 Chain Ridge Rd.	R22-19
Finney Fitness	725 Lockwood Ave.	R30-19
Chicken Scratch	9900 Manchester Rd.	R28-22
Orlando’s Produce	421 N. Sappington Rd.	R11-23

STANDARD SUP PROVISIONS

The SUPs contain several standard provisions that are in effective for all approved SUPs, which are listed below:

1. The use of the property must not:
 - a. Substantially increase traffic hazards and congestion
 - b. Substantially increase fire hazards
 - c. Adversely affect the character of the neighborhood
 - d. Adversely affect the general welfare of the community
 - e. Overtax public utilities
 - f. Be a nuisance to adjoining residential zones by reason of noise, odor, or lights
2. Nothing herein shall be construed as to excuse compliance with all other ordinances and regulations of the City of Glendale including, but not limited to regulations pertaining to Building, Plumbing and Electrical Codes, Merchant's Licenses, Health, and Sanitation, etc.
3. Continued compliance is required with the terms of Section 400.500 of the Municipal Code of the City of Glendale, Missouri in the operation of the business authorized herein.
4. The Special Use Permit granted herein shall run to _____ and said Special Use Permit may not be transferred or assigned to any subsequent owner or tenant of said premises without the express approval of the Board of Aldermen of the City of Glendale, which approval shall not be unreasonably withheld.

OTHER SUP PROVISIONS

The SUPs also contain numerous provisions that are specific to their use, but there are some categories that frequently occur. The SUPs most commonly contain provisions concerning:

- **Trash containers and screening:** Mandate that dumpsters be properly screened and that properties be maintained free of trash.
- **Landscaping and fencing:** Require certain landscaping features and construction of specific fencing and the maintenance of same.
- **Hours of operation:** The hours the business is allowed to operate are specifically listed.
- **Parking:** Can address a variety of parking issues, such as required striping and the number and dispositions of vehicles on a lot
- **Signage:** Typically will require that all signage follows City code and will sometimes prohibit specific types of signage or sign locations.
- **Lighting:** Mandates that outdoor lighting be directed away from adjacent residential properties and that all lights not needed for security be turned off at a certain time.
- **Location/intensity of activities:** Regulates where the business activity can take place within the property (for example, only within the building).
- **Approval of structural changes:** Requires that any additions or changes to the building on the property be first approved by the City.
- **Approval of site plans:** Some SUPs have site plans or other plans that are approved as part of the permit.

Some provisions specific to individual SUPs include mandating improvements to the building or the condition of the property, a duration or time limit on the permit, traffic control measures, approval from utilities such as MSD, and maintaining sidewalks.

SUP ENFORCEMENT

Special Use Permits present unique enforcement challenges as they often contain a variety of provisions that cut across different City functions. Some issues can easily be observed, such as the maintenance of landscaping, while others require more specific action, such as checking whether the mandated hours of operation are being observed. Some fall within the realm of traditional code enforcement (property maintenance, parking) while others are more concerned with zoning (site plans) or engineering (measuring light pollution).

The City's approach to these issues then often depends on the nature of the provision in question. In any case, it mirrors the general code enforcement process: violations are either reported to or observed by City staff or elected officials, the potential violations are investigated, and then action is taken as needed to resolve the violations.

Another important piece of context for the Special Use Permit is understanding that they are fundamentally a zoning issue, as the permit is granted to allow a specific use that would otherwise not be permitted by the zoning code. The process for citing or issuing notices of violations is therefore not necessarily the same as traditional code enforcement, which allow for an escalating process of notice, prosecution and fines/fees.

The remedy for a violation of the SUP is often simply revoking the permit, which is a drastic step. The majority of the SUPs do not spell out a specific process for this and just state that the permit "shall be conditioned upon and shall remain in force and effect only upon the following terms and conditions." Nonetheless, proper enforcement of SUP provisions is required if they are to serve their intended purpose in regulating commercial uses that have the potential to impact adjacent properties or public safety.