



**NOTICE OF PUBLIC MEETING
APRIL 21, 2025 – 7:00 P.M.
BOARD OF ALDERMEN MEETING
TENTATIVE AGENDA**

- I. MEETING CALLED TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF APRIL 7, 2025 MINUTES
- V. CITIZEN COMMENTS
- VI. TREASURER’S REPORT
- VII. RESOLUTIONS

R11-25 A RESOLUTION AUTHORIZING A CONTRACT WITH INNOVATIVE CONSTRUCTION AND ROOFING FOR REPAIRS TO THE FLAT ROOF OF THE PUBLIC WORKS GARAGE LOCATED AT 721 BISMARCK AVE.

R12-25 A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH GILMORE & BELL, P.C. FOR BOND COUNSEL SERVICES IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS

R13-25 A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH GILMORE & BELL, P.C. FOR TAX COMPLIANCE SERVICES IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS

R14-25 A RESOLUTION OF THE CITY OF GLENDALE, MISSOURI, AUTHORIZING A SPECIAL PERMIT TO ALLOW MATTHEW AND KATHERINE STOCKE TO KEEP DOMESTIC FOWL AT THE PROPERTY LOCATED AT 119 ELM AVENUE

VIII. REPORTS

IX. ADJOURNMENT



MINUTES
BOARD OF ALDERMEN MEETING
April 7, 2025 –7:00 p.m.

CALL TO ORDER

A meeting of the Board of Aldermen of the City of Glendale was held on Monday, April 7, 2025. Mayor Wilcox presided and called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Wilcox led the Pledge of Allegiance.

ROLL CALL

Aldermen Present

Aldermen Absent

Alderman Nauman
Alderman Roberts
Alderman Capshaw Cushing
Alderman Lane
Alderman Kayser
Alderman Roettger

Also present were: Frank Johnson, City Administrator; Brian Malone, City Attorney; Jeff Beaton, Police Chief; Terry Jones, Public Works Superintendent; and Gabby Macaluso, Deputy City Clerk.

APPROVAL OF AGENDA

Moved by Alderman Lane, seconded by Alderman Kayser and unanimously carried, to approve the agenda as submitted.

APPROVAL OF MINUTES

Moved by Alderman Nauman, seconded by Alderman Roettger and unanimously carried, to approve the regular meeting minutes of March 17, 2025.

CITIZEN COMMENTS

There were no citizen comments.

Presentations:

Tim Breihan with H3 presented to the Board of Aldermen the status of the Comprehensive Plan and Zoning Code Update. He noted that the City of Glendale has never had a Comprehensive Plan and adopted the zoning code in 1969. Although the code has been updated a few times throughout the decades, it needs a holistic update so that it’s easier to implement and more reflective of the current community.

Mr. Breihan explained that this is a major process, and they are currently in phase five of the project, having conducted one of two public workshops, multiple meetings with the Blue Print Glendale Steering Committee, and one of two meetings with the business community.

Mr. Breihan noted that the second meeting with the business community will take place on April 29, 2025. There will also be two additional meetings with

the Blue Print Glendale Steering Committee. He explained that the purpose of a Comprehensive Plan is to provide cities with all the opportunities available to them for the future of their community. The Board of Aldermen will need to review and prioritize projects, objectives, and other elements of the Comprehensive Plan for implementation.

**ORDINANCES FOR
FIRST READING,
SECOND READING &
FINAL APPROVAL**

Bill 08-25 –
Intergovernmental
Agreement for Street
Sweeping Services
(Assigned Ord. No. 08-25)

Mayor Wilcox introduced Bill 08-25, an ordinance approving an intergovernmental agreement with the City of Oakland, Missouri, for the providing of street sweeping services and authorizing the execution of said agreement on behalf of the City of Glendale, Missouri.

Moved by Alderman Lane, seconded by Alderman Nauman, and unanimously carried, to approve the first reading of Bill 08-25 by title only.

Mr. Johnson explained that this ordinance and the resolution on the agenda are connected. The City of Glendale solicited bids for street sweeping services earlier this year and the City of Oakland asked if they could be included in the service contract. The ordinance outlines how the City of Oakland will reimburse the City of Glendale. The resolution would approve the contract with the service provider to conduct street sweeping.

The first reading of Bill 08-25 passed unanimously.

Moved by Alderman Lane, seconded by Alderman Kayser and unanimously carried, to approve the second reading of Bill 08-25 by title only.

The second reading of Bill 08-25 passed unanimously.

Moved by Alderman Capshaw Cushing, seconded by Alderman Lane to provide final approval of Bill 08-25.

The vote thereon was as follows:

Alderman Nauman	“Aye”
Alderman Roberts	“Aye”
Alderman Capshaw Cushing	“Aye”
Alderman Lane	“Aye”
Alderman Kayser	“Aye”
Alderman Roettger	“Aye”

Bill 08-25 passed with a vote of 6 Aye, 0 Nay, 0 Absent.

RESOLUTIONS

R10-25 – Contract with Sweeping Corporation of America for street sweeping services

Mayor Wilcox introduced Resolution 10-25, a resolution authorizing a contract for street sweeping services with Sweeping Corporation of America.

Moved by Alderman Kayser, seconded by Alderman Capshaw Cushing and unanimously carried to approve Resolution 10-25.

DISCUSSION

Street Parking

City Administrator Frank Johnson explained that the City received a complaint from a resident regarding a car parked on the street that did not move for weeks. He noted that in 2023, the City removed the restriction on overnight street parking, but the legislation didn't include restrictions on parking duration for vehicles. There are restrictions in place related to RV's.

Mr. Johnson doesn't recommend a city-wide residential street parking program because of the administrative burden this would cause. He noted that City Attorney Jim Hetlage expressed some legal concerns about implementing a resident-only parking restriction because most residential property is not adjacent to a business district with a demonstrated parking issue.

Alderman Lane asked if the City has a ordinance regarding derelict and abandoned/inoperable vehicles. Chief Beaton stated there is legislation in place to manage this issue. He noted that he did some preliminary research, and most cities address on-street parking by way of the maximum number of days parked before moving the vehicle is required.

The Board of Aldermen directed staff to more thoroughly research how other cities enforce parking restrictions for non-moving, but registered and operable vehicles.

REPORTS

Legislative Report

City Attorney Brian Malone provided the Board of Aldermen a legislative report regarding pending and approved legislation in the state capital.

Firehouse Run

Mr. Johnson thanked all employees and departments for their hard work in organizing and hosting the Glendale Firehouse Run. He noted that the event included 361 registered participants and from his perspective as a race participant, the event went smoothly.

Green Cities Challenge

Mr. Johnson noted that he met with staff from the Green Cities Challenge and they explained that they often work with small cities. The Challenge will provide a list of options for green initiatives, and cities will pick one to implement. He noted that the \$400 fee will be covered by a grant through the Saint Louis County Department of Public Health utilizing County landfill surcharge funds.

Glendale Historical Society

Mr. Johnson noted that the Glendale Historical Society will meet on April 10, 2025 at 1:00 p.m. at City Hall. He explained that six people RSVP'd to attend.

Work Anniversaries

Mr. Johnson noted that Police Officer James Woodson has celebrated his one-year anniversary and Sergeant Chris Sarantakis has celebrated his 22-year anniversary with the Glendale Police Department.

Upcoming Events

Ms. Macaluso also thanked the Police Department and Public Works Department for their help with the Firehouse Run. She also noted that vendors are being secured for the Glendale Summer Bash and bands have been secured for Jazz Fest.

ALDERMEN COMMENTS

Alderman Roettger asked about the sidewalks planned to be added to East Essex Avenue and the timing of phase two. Mr. Jones noted that the City would learn if it secured funding for the project through a grant from East-West Gateway within the next month or two.

Mayor Wilcox provided details regarding the Glendale Summer Bash, noting that it is scheduled for Friday, June 13, 2025 from 7:00-10:00 p.m. He explained that the event is geared toward adults, not children, and will feature a band called the John Hughes Experience.

ADJOURN

Moved by Alderman Nauman, seconded by Alderman Lane, and unanimously carried to adjourn the Board of Aldermen public meeting at 8:21 p.m.



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: April 11, 2025

Cash and Investment Balances:

The City's cash position remains stable through the end of March with a cash and investment balance as of March 31, 2025, of \$5,916,794. Of this figure, \$5,479,023 is available for operations of the city. A month ago, the figure was \$5,494,461 with a comparable number on March 31, 2024, of \$5,037,038.

The decrease in funds available for operations during March is normal due to low collection of property tax receipts (\$10,820) and trash bill collections (\$17,808). Cash flow was assisted by low totals for capital projects (\$33,362) and healthy figures for gross receipts taxes electric (28,172) and gas (\$50,643).

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 March, the General Fund received \$383,915 in revenues and had \$375,512 in expenditures causing a monthly surplus of \$8,403. A year ago the figures were \$329,819 in revenues and \$347,168 in expenses for a deficit of \$17,349. Please see below for further details as well as the enclosed all funds totals document. Also, as I am in the process of working on the FY 25-26 Budget, I am currently estimating that the General Fund will conclude FY 24-25 at an approximate surplus of over \$500,000 before any possible transfers to the Capital Fund.

REVENUES

General Fund	March-25		Year to Date	
	2025	2024	2025	2024
Property Taxes	4,157	3,309	782,685	762,576
Sales Tax	76,599	82,565	872,612	850,585
Gross Receipts-Electric	28,172	27,001	349,400	341,865
Gross Receipts-Telephone	8,161	5,454	59,867	71,036
Gross Receipts-Gas	50,643	11,481	252,389	194,898
Gross Receipts-Water	11,627	10,159	170,379	158,125
Local Option Use Tax	37,013	21,500	239,402	250,930
Court Revenues	5,058	655	46,639	39,503

EXPENDITURES

General Fund	March-25		Year to Date	
	2025	2024	2025	2024
Administration	48,436	35,912	473,998	450,181
Court	8,113	7,532	80,855	78,286
Police Department	138,650	118,163	1,404,984	1,347,509
Fire Department	138,269	135,536	1,507,141	1,351,484
Public Works	42,044	50,026	481,836	485,345

Notes:

- Through nine months, revenues in most categories have been received as budgeted.
- The year-to-date expenditures are higher in the Police and Fire Departments due to work comp insurance (\$98,762 vs 133,911) and employee insurance (\$321,930 vs \$354,186). Note: The figures listed are combined for the two departments.
- The Fire Department year-to-date expenses are also not as favorable this year due to the fact last year a firefighter was not paid for part of the year as they were out on long-term sick leave and had run out of PTO.
- Gross Receipts-Gas includes a one-time \$31,584 deposit during September 2024 that should have been received March 2024. This was caused by an accounting software error by Spire.
- Through nine months the General Fund surplus is at \$487,174. This is not as good as last year's figure of \$595,299 but still very solid.

Pension Fund Revenues and Expenditures:

The City's contribution to the Fire and Police Pension Fund is funded by property tax, which for FY 2025 is budgeted to generate \$539,900. 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 March, the employee withholding was \$7,077 with a City contribution of \$21,325.

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 \$160,000 a year. Of this amount, \$96,000 is budgeted to pay for the annual maintenance expense for Glendale's portion of the Aquatic Center for 2022 and 2025 as well as additional costs for an expanded parks and recreational agreement with the City of Kirkwood. Also budgeted for FY 2025 is the annual transfer of \$60,000 to the Capital Improvement Fund for the stormwater portion of street projects in the CIP Fund.

Capital Improvement Fund Revenues and Expenditures:

The Capital Improvement Fund has four 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, occasional sales of surplus equipment, and grant revenue from STP street projects. Through nine months of the fiscal year sales tax revenue is \$408,995 compared to \$407,385 for the prior year. The only major Capital Improvement expenditure for March is the E. Essex project with \$8,140 paid for engineering and \$72,136 paid for construction. The construction payment will be the first of several payments with 80% reimbursed through the STP grant.

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

There were 11 items that fell into this category during March 2024, and they are listed below.

- AC Systems-\$4,697 Compressor replacement for City Hall.
- AC Systems-\$3,696 AC and furnace repairs for City Hall & Firehouse.
- Suntrup Ford-\$3,644 2017 Ford Pickup repairs for PW.
- Gene Del Printing-\$1,432 Post cards for Prop S.
- Gene Del Printing-\$2,191 Newsletter to residents.
- City of Kirkwood-\$2,951 Fire Apparatus repair.
- National Construction Rentals-\$1,589 Fence rental for 25 Summer Bash.
- Wedge Tire-\$1,218 Skid steer tires.
- Leaf Filter-\$2,887 Leaf guards for Firehouse.
- Collinsville BBQ Supply-\$1,699 Smoker for Fire Department.
- Continental Battery-\$1,187 Battery for message boards.

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

Cash and Investments	Balance		
	31-Mar-25	28-Feb-25	Change
General Fund	5,479,023.00	5,494,461.00	(15,438.00)

General Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	383,914.71	329,818.82	4,435,987.83	4,308,103.59
Expenses	375,512.16	347,168.46	3,948,813.43	3,712,804.10
Surplus(Deficit)	8,402.55	(17,349.64)	487,174.40	595,299.49

Sewer Lateral Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	9,561.22	9,556.32	85,789.61	85,589.50
Expenses	7,239.40	465.00	45,337.40	39,395.00
Surplus(Deficit)	2,321.82	9,091.32	40,452.21	46,194.50

Sanitation Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	75,523.82	56,034.60	563,203.69	492,307.51
Expenses	73,697.96	54,565.78	551,293.68	481,995.17
Surplus(Deficit)	1,825.86	1,468.82	11,910.01	10,312.34

Pension Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	2,769.94	2,209.27	521,543.18	509,138.80
Expenses	39,118.42	38,471.58	391,459.09	372,822.59
Surplus(Deficit)	(36,348.48)	(36,262.31)	130,084.09	136,316.21

Prop P Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	29,962.43	31,220.69	304,672.69	303,436.44
Expenses	34,166.66	32,500.00	307,499.94	292,500.00
Surplus(Deficit)	(4,204.23)	(1,279.31)	(2,827.25)	10,936.44

Parks and Stormwater Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	15,343.73	13,424.71	145,642.41	129,568.15
Expenses	165.00	0.00	94,223.03	35,841.96
Surplus(Deficit)	15,178.73	13,424.71	51,419.38	93,726.19

ARP Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	116.19	119,161.38	228,862.47	591,665.45
Expenses	0.00	117,738.41	225,000.00	564,044.03
Surplus(Deficit)	116.19	1,422.97	3,862.47	27,621.42

Capital Improvement Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	70,374.83	174,442.44	665,971.47	1,159,645.32
Expenses	84,710.48	22,177.62	882,555.86	1,441,539.65
Surplus(Deficit)	(14,335.65)	152,264.82	(216,584.39)	(281,894.33)

Debt Services Fund	March-25		Year to Date	
	2025	2024	2025	2024
Revenues	3,116.49	2,503.72	586,811.39	577,157.83
Expenses	0.00	1,500.00	530,500.00	531,300.00
Surplus(Deficit)	3,116.49	1,003.72	56,311.39	45,857.83



Internal Memorandum

TO: Frank Johnson, City Administrator
FROM: Terry Jones, Public Works Superintendent *TJ*
DATE: April 9, 2025
RE: Contractor Selection – Public Works Roof Refurbishment

Frank,

The 2024-25 CIP contains \$45,000 in line item 90-060-44040, “Buildings and Land”, for the replacement or refurbishment of the flat roof on the main Public Works garage.

Bids have recently been sought for this work and three base bids have been received:

- Bi-State Roofing: \$50,300.00
- St. Louis Roofing: \$39,310.00
- Innovative Roofing: \$33,000.00

Each of these local, commercial contractors are licensed, insured, and bonded, and are authorized to obtain the required permits and subsequent inspection from St. Louis County.

If a flat roof has received a layover (refurbishment) in the past, then the roof must be fully replaced. If it has not, then the roof can be refurbished. Each bidder visited the site and performed core sampling of the existing roof material.

St. Louis Roofing and Innovative Roofing have provided bids for the installation of a layover, while Bi-State Roofing has provided a bid for a replacement, thus reflected in their increased bid amount.

The bid from St. Louis Roofing includes a 2-year Contractor’s warranty and a 20-year/55MPH Manufacturer’s warranty in the bid amount.

The bid from Innovative Roofing includes a 2-year Contractor’s warranty at the bid amount and lists optional Manufacturers warranties at incremental pricing. To include a 20-year/55MPH warranty to the Innovative bid, the bid amount would increase to \$35,000.00.

These warranties protect against wind damage at or below the indicated MPH, and against leaks for the life of the warranty term.

I've spoken with each of the bidders who all tell me they are confident that if issued the work on April 22, the work can be completed prior to the end of the current fiscal year.

I recommend the city approve a Contract with Innovative Construction and Roofing for the refurbishment of the flat roof on the main Public Works garage at an estimated cost of \$35,000.00 to be charged against CIP line item 90-060-44040, "Buildings and Land".

Copies of the Contracts are attached to this memo for your review and use.

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING A CONTRACT WITH INNOVATIVE
CONSTRUCTION AND ROOFING FOR REPAIRS TO THE FLAT ROOF OF THE
PUBLIC WORKS GARAGE LOCATED AT 721 BISMARK AVE.

WHEREAS, the City's adopted Annual Budget for Fiscal Year 2025 provides an appropriation of \$45,000 from the Capital Improvement Fund for the replacement or refurbishment off the flat roof of the main public works garage; and

WHEREAS, City staff prepared a scope of work for said roof repair of the facility and received the following bids based thereon:

<u>Contractor</u>	<u>Project Cost</u>
Bi-State Roofing	\$50,300.00
St. Louis Roofing	\$39,310.00
Innovative Construction & Roofing	\$33,000.00

WHEREAS, Innovative Construction and Roofings is the lowest bid and has provided the option for a 20-year warranty for the roof repairs at an additional cost of \$2,000.00; and

WHEREAS, following review by City staff, the Board of Aldermen has determined Innovative Construction and Roofing 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 the public works facility roof repair contract with Innovative Construction and Roofing for the project price of \$33,000.00 and the additional warranty price of \$2,000.00 for a total cost of \$35,000.00, in substantially the form attached hereto as Exhibit A.

SESECTION TWO: The Mayor and other appropriate officers, agents and employees of the City are authorized to execute the Agreement with E. Meier Contracting Inc., 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 Capital Improvement Fund, budget account 90060-44040.

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

This Resolution Passed and Approved this 21st day of April, 2025.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk

Exhibit A



Innovative Construction & Roofing
 10850 Baur Blvd
 St. Louis, MO 63132
 Phone: (314) 546-4047
 Fax: (866) 750-8097
 www.InnovativeRoofs.com

Date: 03/25/25
 Representative: Tim Medlock
 (314) 835-3501
 Proposal #: PROLead-1

<i>Customer:</i> City of Glendale, MO	<i>Main Phone:</i>	<i>Work Phone:</i>	<i>Cell Phone:</i> (314) 575-3282
<i>Customer Billing Address:</i> 424 N Sappington Rd.	<i>City:</i> Kirkwood	<i>State:</i> MO	<i>Zip:</i> 63122
<i>Project Address:</i> 721 Bismark Ave.	<i>City:</i> Gendale	<i>State:</i> MO	<i>Zip:</i> 63122

Layover Roof Replacement w/drip edge

#	Item	Qty	Unit
1	Roof setup with safety and material delivery	4.00	HR
2	Remove remaining lean-to shed roof still attached to the left elevation roof. Remove deleted stand pipe.	1.00	EA
3	Install wood nailer edge, w/ fasteners, 2" x 6"	164.00	LF
4	Install prefabricated fascia/edging - -- NOTE: Does not include re-painting/touching up fascia or parapet walls.	180.00	LF
5	Install PolyISO insulation, mechanically fastened w/ screws and plates, .5" - NOTE: Overlay of existing roof system.	34.00	SQ
6	Install TPO reinforced membrane, fully adhered, 60-mil - Color: (White, Gray, Tan) Initial: _____	34.00	SQ
7	Remove and Replace Vents, Turbine	3.00	EA
8	Install TPO molded pipe flashing w/ clamps	1.00	EA
9	Install TPO pre molded pitch pocket w/ pourable sealer	3.00	EA
10	Flash penetration greater than 8"-Flash/Clamp/Secure membrane, Wood/Steel Deck (HPX)	11.00	EA
11	Install termination bar, secured w/ fasteners, at the gutter edge	90.00	LF
12	Dumpster, Roll Off, 30 YD/4 TON	1.00	EA

Sub Total: \$33,000.00

Sub Total: \$33,000.00

Grand Total: \$33,000.00

Optional Manufacturer System Warranties:

- 10 year (55 mph) NDL - \$1,200
- 15 year (55mph) NDL - \$1,500
- 29 year (55 mph) NDL - \$2,000

NOTE: We will inspect and mark areas of conduit that run along the bottom of the metal decking prior to the installation of any fasteners. We are not responsible for non visible lines or conduit

NOTE: Electrical lines will require wrapping

NOTE: Does not include any work to roof deck.

NOTE: Excludes any masonry work to parapet walls.

NOTE: Excludes any work to roof penetration other then flashing in its current condition.

NOTE: Estimate does not include modification or manipulation of mechanical units. Units and lines will need to be raised to accommodate thicker insulation panels.

NOTE: Should additional HVAC curbs or plumbing stacks need to be added, the flashing will be billed as incurred

Pitch Pockets- \$ 200 each

Plumbing flashing - \$ 120 each

Welded walkpads - \$ 1,500 per 50 feet

General Terms and Conditions

1. This Agreement for Construction Work is subject to approval by Innovative Construction and Roofing, LLC ('ICR'). This Agreement for Construction Work and any change order, amendment, or supplement shall be referred to herein as the 'Contract'.
2. This Contract constitutes the entire agreement of the parties and no other understanding, collateral or otherwise, shall be binding, unless in writing and signed by both parties. This Contract may not be changed or amended orally, but only by an instrument in writing signed by the party against who enforcement of the change or amendment is sought. Any additional or supplemental work will be agreed upon in advance and evidenced by a work order signed by both parties ('Additional Work').
3. Replacement of deteriorated decking, fascia boards, ventilators, flashings and other materials are not included in this agreement unless specifically stated. Any leftover material is property of ICR.
4. Contractor makes no warranties or representations concerning the improvements being constructed hereunder, other than as expressly set forth in this Contract. All warranties, implied or otherwise, including but not limited to, habitability, merchantability, and fitness for particular purpose, with respect to the Work are hereby disclaimed to the extent permitted by law, course of dealing, custom and practice or otherwise. This warranty is limited to defects in workmanship. This warranty is non-transferable and is only valid after products and services performed within this contract have been paid in full.
5. Excluding repairs, when new materials are used, Contractor warrants that the materials, equipment, and labor provided by or through Contractor shall be of good quality, and free from defects for one year from final completion of all Work. Repair work is not covered under warranty. Contractor shall promptly replace or repair, at its expense, all Work which is defective or not in compliance with the Contract during the warranty period. No liability is assumed for damage to buildings, interior or contents. Owner shall give written notice to Contractor of any warranty claim setting forth with reasonable specificity the basis for the claim within 48 hours of discovery.
6. If the work listed in this Agreement includes a Warranty, a serial-numbered Warranty Document will be sent via electronic mail to the customer upon Substantial Completion of the work stated within this Agreement. A sample of the warranty document is available upon request prior to Substantial Completion. There will be no exceptions to Warranty exclusions stated within the serial-numbered Warranty Document.
7. Payment is due upon completion of the roof, or any other individual trade as it is completed (for purposes of this Contract, a trade may include, but is not limited to: the roof, gutters, siding, windows, or paint). Any Additional Work shall not delay the payment of the balance. Payments due and unpaid under this Contract shall bear interest from the date such payment was due at the rate of eighteen percent (18%) per annum until paid, provided, however, in no event shall this rate exceed the maximum rate permitted by law. Any Additional Work (including supplements) agreed to by the parties is incorporated into this Contract, and shall be included in the Agreed Amount due to Contractor.
8. Photography may be used by ICR before, during and/or at completion of the project to document the various states and/or conditions. Customer permits the photography to be used for promotion at the discretion of ICR.
9. This Contract shall be governed by and construed according to the laws of the State of Missouri. The parties irrevocably agree that the courts having situs in the County of St. Louis, State of Missouri shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims), and the parties consent to venue and jurisdiction therein. The parties waive any right to trial by jury, and that any action or proceeding will be tried before a court and not before a jury. Owner agrees that it will not assert any claim against Contractor on any theory or liability for special, indirect, consequential, incidental, or punitive damages.
10. Customer authorizes its Insurance Company and Mortgage Company to include ICR as additional and/or direct payee on all insurance payments including overhead & profit and supplements. All supplements invoiced by ICR are payable to ICR once received from the

Insurance Company.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN PAYING FOR LABOR AND MATERIAL TWICE.

*** This Proposal is Valid for 30 Days ***

Acceptance of Scope of Work, Price, and General Terms and Conditions of this Proposal/Contract:

Dear Customer: Please complete each line below. If a line is not applicable, please write "n/a". We are unable to execute this document with any blank spaces.

I am an/the authorized party to accept and sign this contract:

Customer Signature _____ Date _____

Customer Printed Name _____

Title of Signer (if signing on behalf of a company or Trust) _____

Name of Company (if not homeowner!) _____

Innovative Signature _____ Date _____

Version 10.31.24 (sig flds)

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH GILMORE & BELL, P.C. FOR BOND COUNSEL SERVICES IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS

WHEREAS, the City of Glendale intends to issue up to \$9,700,000 of general obligation bonds as approved by voters on April 8, 2025, for the purpose of constructing, reconstructing, resurfacing, repairing and improving the City's streets, sidewalks and curbs, including related stormwater control improvements; and

WHEREAS, the City has determined Gilmore & Bell, P.C. has proposed a reasonable fee and is highly-qualified to provide bond counsel services in connection with the issuance of said general obligation bonds; and

WHEREAS, the City and Gilmore & Bell, P.C. now desire to enter into an agreement for Gilmore & Bell to provide the necessary services as described in the engagement letter, a copy of which is attached hereto as Exhibit A.

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 retention of Gilmore & Bell, P.C. to perform bond counsel legal services for the general obligation bonds as provided in the letter attached hereto as Exhibit A.

SECTION TWO: The City shall and the Mayor and other appropriate officers, agents and employees of the City are hereby authorized to execute the engagement letter, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, 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 portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution shall be deemed valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the governing body of the City has enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent. All prior resolutions in conflict herewith shall be and are hereby repealed.

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

This Resolution Passed and Approved this 21st day of April, 2025.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

April 14, 2025

Mr. Frank Johnson
City Administrator
424 N. Sappington Road
Glendale, Missouri 63122

Re: Approximately \$9,700,000 General Obligation Bonds of the City of Glendale, Missouri

Dear Frank:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Glendale (the “*City*”) in connection with the issuance of the above-referenced Bonds. We understand that the Bonds will be purchased at negotiated sale, expected to occur later this year.

SCOPE OF ENGAGEMENT

In this engagement, as bond counsel to the City we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bonds, the excludability of interest on the Bonds from gross income for federal and Missouri income tax purposes, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the City regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare the ordinance and all other documents authorizing and securing the Bonds and other authorizing proceedings and legal documents relating to the authorization and issuance of the Bonds.
- (4) Prepare the preliminary and final official statements to be disseminated in connection with the sale of the Bonds.
- (5) Draft or review the continuing disclosure undertaking of the City.

- (6) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filing.
- (7) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- (8) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (9) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (10) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.

Our Bond Opinion will be addressed to the City and the underwriter, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “*Closing*”). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission, or representing the City in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.
- (b) Preparing Blue Sky or investment surveys with respect to the Bonds.
- (c) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.
- (d) Making an investigation or expressing any view as to the creditworthiness of the City or any credit enhancement provider for the Bonds.
- (e) Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.

- (f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, unless separately engaged for that purpose.
- (g) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes, unless separately engaged for that purpose.
- (h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Events occurring after the issuance of the Bonds may affect the tax-exempt status of the interest on the Bonds and compliance with federal securities laws. Unless separately engaged to provide post-issuance compliance services, our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and delivery of our Bond Opinion.

CONFLICTS

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We also may represent, in unrelated matters, one or more of the entities involved in the issuance of the Bonds. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of the City or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$32,000. Our fee may vary (a) if the principal

Mr. Frank Johnson
April 14, 2025
Page 4

amount of Bonds actually issued differs significantly from the amount stated above, (b) if material changes in the structure or schedule of the financing occur, or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

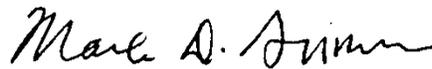
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

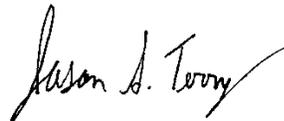
CONCLUSION

Upon approval by the Board of Aldermen and execution by the Mayor, this letter shall constitute a contract between the City of Glendale, Missouri, and Gilmore & Bell, P.C.

Very truly yours,



Mark D. Grimm



Jason S. Terry

ACCEPTED AND APPROVED:

CITY OF GLENDALE, MISSOURI

By: _____
Mayor

MDG/JST

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH GILMORE & BELL, P.C. FOR TAX COMPLIANCE SERVICES IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS

WHEREAS, the City of Glendale intends to issue up to \$9,700,000 of general obligation bonds as approved by voters on April 8, 2025, for the purpose of constructing, reconstructing, resurfacing, repairing and improving the City's streets, sidewalks and curbs, including related stormwater control improvements; and

WHEREAS, the City has determined Gilmore & Bell, P.C. has proposed a reasonable fee and is highly-qualified to provide tax compliance services in connection with the issuance of said general obligation bonds; and

WHEREAS, the City and Gilmore & Bell, P.C. now desire to enter into an agreement for Gilmore & Bell to provide the necessary services as described in the engagement letter, a copy of which is attached hereto as Exhibit A.

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 retention of Gilmore & Bell, P.C. to perform tax compliance services for the general obligation bonds as provided in the letter attached hereto as Exhibit A.

SECTION TWO: The City shall and the Mayor and other appropriate officers, agents and employees of the City are hereby authorized to execute the engagement letter for Gilmore & Bell, P.C. to perform tax compliance services, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, 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 portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution shall be deemed valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the governing body of the City has enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent. All prior resolutions in conflict herewith shall be and are hereby repealed.

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

This Resolution Passed and Approved this 21st day of April 21, 2025.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

April 14, 2025

Mr. Frank Johnson
City Administrator
424 N. Sappington Road
Glendale, Missouri 63122

Re: Engagement Letter for Tax and Disclosure Compliance Services

Dear Frank:

The purpose of this engagement letter is to set forth certain matters concerning the Federal tax law and disclosure compliance services we will perform for the City of Glendale (the “City”) in connection with its General Obligation Bonds, Series 2025 (the “Bonds”).

SCOPE OF ENGAGEMENT

We will provide the services expressly described on **Exhibit A** (the “Services”) in accordance with the terms further described in this letter.

STAFFING

We will provide the necessary attorneys, financial analysts, legal assistants and administrative support to perform the Services. The primary points of contact for this engagement are as follows:

Gilmore & Bell:

Meghan McKernan
Telephone: 816-218-7586
EMAIL: mmckernan@gilmorebell.com

Bill Burns
Telephone: 816-218-7562
EMAIL: bburns@gilmorebell.com

City:

Frank Johnson
Telephone: 314-965-3600
EMAIL: fjohnson@glendalemo.org

Dan Lawrence
Telephone: 314-965-3600
EMAIL: dlawrence@glendalemo.org

FEES

Gilmore & Bell's fee is \$1,100 per year (for an aggregate amount of \$5,500 for the five-year contract term for tax compliance services and \$1,900 per year (for an aggregate amount of \$9,500 for the five-year contract term for disclosure compliance services. The City may pay the fee annually or may make an advance payment of the full amount at closing from the proceeds of the Bonds. The fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The annual fee for tax compliance services will be earned and disbursed to Gilmore & Bell's general operating account each year on the anniversary date of the issuance of the Bonds. The annual fee for disclosure compliance services will be earned and disbursed to Gilmore & Bell's general operating account each year upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the Missouri Rules of Professional Responsibility.

In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on behalf of the City.

FURNISHING OF INFORMATION; RECORDS

The City agrees to provide to Gilmore & Bell, in electronic format if available, any information and documentation requested by Gilmore & Bell that is necessary to complete the engagement. All completed reports will be provided to the City in electronic format (paper copies are available upon request). In addition, Gilmore & Bell will maintain all final reports prepared in connection with the Services for at least the term of this engagement. Additional copies will be made available at any time to the City upon request.

TERM OF AGREEMENT; TERMINATION

The initial term of this engagement shall be from the date of acceptance through the date on which the fifth annual compliance report is filed with the MSRB. The engagement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this engagement, the City will pay all fees and expenses for Services completed but unpaid at the time of termination.

NO CONFLICTS; NO PROHIBITION OF FUTURE ROLES

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this engagement so as to make such representations not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this engagement. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

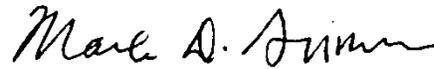
Mr. Frank Johnson
April 14, 2025
Page 3

Please note that Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products, or financial advice relating to the issuance of municipal securities, and nothing contained in this letter or any services provided by Gilmore & Bell under this letter shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

CONCLUSION

If the foregoing terms are acceptable to the City, please return a signed copy of this letter and retain a copy for your files. The offer to perform the services described in this letter expires 60 days from the date first shown above and no engagement will commence unless and until we receive a copy signed by the City within such timeframe. Thank you again for your interest in our Federal tax law and disclosure compliance services. If you have any questions, please do not hesitate to email or call. We look forward to working with you.

Very truly yours,



Mark D. Grimm



Jason S. Terry

ACCEPTED AND APPROVED:

CITY OF GLENDALE, MISSOURI

By: _____
Mayor

MDG/JST

EXHIBIT A

SCOPE OF SERVICES

Arbitrage Computation Services

Gilmore & Bell will provide the City with annual interim rebate estimates for the Bonds as well as an installment date rebate calculation in accordance with the terms of the applicable tax agreement for the Bonds. To the extent this engagement letter remains in effect, Gilmore & Bell will provide installment rebate calculations each fifth bond year after the installment calculation to the extent necessary for Bonds that remain outstanding.

As part of the annual calculation services Gilmore & Bell will:

- Quantify any accrued rebate liability as of each annual calculation date based on information provided to us and performed in accordance with procedures described in a written explanation of the arbitrage computation that will be provided to the City;
- Identify any noted accounting/record keeping problems that may adversely affect the City's ability to comply with the arbitrage regulations;
- Assist the City in making timely accounting elections and track expenditure of proceeds for purposes of meeting applicable arbitrage rebate spending exceptions in appropriate situations; and
- If required, perform yield reduction payment calculations and quantify any accrued yield reduction payment liability.

In addition to providing the calculation described above, as part of the installment date calculation services Gilmore & Bell will:

- Provide a legal opinion stating that the calculation was prepared in accordance with applicable United States Treasury Regulations; and
- Prepare Form 8038-T for filing with the Internal Revenue Service if a rebate payment or yield reduction payment is required.

To prepare the calculations, Gilmore & Bell will need for the City to provide investment and expenditure information for all funds and accounts requested by Gilmore & Bell that contain "gross proceeds" of the applicable Bonds.

Final Written Allocation Services

Gilmore & Bell will assist the City in compiling the records necessary to account for the expenditure of Bond proceeds, and upon completion of the project financed by the Bonds, prepare a written report (the "*Close Out*") for the Bonds. As part of this effort Gilmore & Bell will:

- Prepare a final written allocation of Bond proceeds memorandum for the City to memorialize the use and expenditure of Bond proceeds;

- Provide a summary allocation of total sources (including Bond proceeds and investment earnings attributable to investment of Bond proceeds) to total uses of Bond proceeds for costs of the project financed by the Bonds;
- Review the overall costs of the project financed by the Bonds and assist the City in preparing a final Bond financed asset list reconciled to available records of investment and expenditure of Bond proceeds; and
- Provide a form “compliance checklist” to assist the City in monitoring the ongoing post-issuance requirements related to the Bonds. For example, the compliance checklist will include questions that the City can use to solicit information from employees and staff concerning the use of the Bond financed projects on an annual basis.

To prepare the final written allocation of Bond proceeds, Gilmore & Bell will need for the City to provide trustee requisitions or a ledger of expenditures with the following information: payee, check or wire transfer date, payment amount, general description of expenditure purpose either by narrative description or reference to capital account to which the payment will be allocated.

Ongoing Annual Compliance Check Services

Gilmore & Bell will provide the City with guidance to track the ongoing post-issuance compliance requirements applicable to the Bond issue on an annual basis. As part of this effort Gilmore & Bell will:

- Provide annual email reminders to the City to complete the compliance checklist for the Bonds;
- Review agreements and provide guidance to the City regarding arrangements that may cause private business use of the City’s financed projects, or otherwise jeopardize the tax-advantaged status of the Bonds; and
- Perform any private business use or other computations and, if necessary, assist the City in following the procedures described in the Treasury Regulations to remediate the noncompliance.

Disclosure Services

Gilmore & Bell will assist the City in meeting its continuing disclosure obligations with respect to the Bonds and the City’s General Obligation Bonds, Series 2016, as described in the Continuing Disclosure Undertakings executed by the City, by providing the following services, beginning with the City’s fiscal year ending June 30, 2025:

- Provide the City annually with a memorandum listing material events requiring additional disclosure;
- Draft the City’s annual report and assist the City in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;

- Submit the City’s annual report to the Municipal Securities Rulemaking Board (“MSRB”), via the Electronic Municipal Market Access (“EMMA”) system. If the City’s annual report is not available as of the report filing date, file the appropriate notice required under the Continuing Disclosure Undertaking; and
- Provide the City confirmation that the annual report has been submitted to the MSRB.

By acceptance of the terms of this letter you are confirming Gilmore & Bell’s appointment as a designated agent for the City for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the City.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the City. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a “due diligence” review of the City, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited engagement and fee described in this engagement letter. In addition, the City acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the disclosure agreements/undertakings, we cannot guarantee that the annual report will be timely filed.

Services Outside the Scope of the Engagement

Services to assist the City with responding to an examination by the Internal Revenue Service or to provide a supplemental tax opinion, as required by the applicable financing documents, are outside the scope of the engagement, but may be provided to the City pursuant to a separate engagement agreed upon by the parties.

A RESOLUTION OF THE CITY OF GLENDALE, MISSOURI, AUTHORIZING A SPECIAL PERMIT TO ALLOW MATTHEW AND KATHERINE STOCKE TO KEEP DOMESTIC FOWL AT THE PROPERTY LOCATED AT 119 ELM AVENUE

WHEREAS, Glendale residents Matthew and Katherine Stocke (the “Applicants”), have requested a permit to keep domestic fowl on the property they own and at which they reside located at 119 Elm Avenue (the “Property”); and

WHEREAS, the Applicants intend to keep three female chickens (hens) on the Property; and

WHEREAS, the Applicants have submitted all necessary documentation, including the signatures of all property owners within two hundred (200) feet of the Property, in compliance with Section 210.240 through 210.290 of the Municipal Code of the City of Glendale, Missouri (the “Code”); and

WHEREAS, the City of Glendale, Missouri, has reviewed and considered all pertinent information regarding the permit application;

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

SECTION ONE:

The application for a special permit allowing domestic fowl submitted by Matthew and Katherine Stocke for the property located at 119 Elm Ave. in Glendale, Missouri, to keep three female chickens (hens) is hereby approved.

SECTION TWO:

The permit granted herein shall be valid for a period of one year from the date of approval and shall be subject to all provisions of the Code relating to the keeping of domestic fowl.

SECTION THREE:

The Applicants shall ensure the chickens are kept in compliance with all applicable City ordinances, including maintaining proper sanitation and ensuring the animals do not create a nuisance or safety hazard.

SECTION FOUR:

In the event of any violations of the terms of the permit issued pursuant to this Resolution, the permit may be revoked by the City Administrator.

SECTION FIVE:

This Resolution shall take effect immediately upon its passage.

Passed by the Board of Aldermen of the City of Glendale, Missouri, this 21st day of April, 2025.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk